



## RESOLUTION

**APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF EDUCATION AND THE NASHUA SCHOOL CUSTODIAN UNION, LOCAL 365/COUNCIL 93, AFSCME, AFL-CIO, 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 School Custodian Union, Local 365/Council 93, AFSCME, AFL-CIO are approved. The collective bargaining agreement covers the period from July 1, 2011 through June 30, 2013.

**AND FURTHER RESOLVED** that the sum of \$30,150.00 be transferred from Account #597-86605 "Contingency-Negotiations" into Account #581-18002 "Payroll Reserve -- Contracts" for the purpose of funding base salary adjustments contained in the agreement.

**AND FURTHER RESOLVED**, due to the adoption of 10% insurance cost sharing increases, the sum of \$102,737.00 shall be transferred from Account #508-83900 "Insurance Benefits, Appropriation to Self Insurance Fund" to Account #581-99995 "Budget Adjustments."

<u>ACCOUNT</u>	<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
581-18002	Payroll Reserve – Contracts	\$ 30,150.00
581-99995	Budget Adjustments	\$ 102,737.00

**LEGISLATIVE YEAR 2011**

**RESOLUTION:** R-2011-150

**PURPOSE:** Approving the cost items of a collective bargaining agreement between the Nashua Board of Education and the Nashua School Custodian Union, Local 365/Council 93, AFSCME, AFL-CIO, from July 1, 2011 through June 30, 2013

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

**COMMITTEE  
ASSIGNMENT:**

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

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**ANALYSIS**

This resolution approves the cost items of a collective bargaining agreement between the Nashua Board of Education and the Nashua School Custodian Union, Local 365/Council 93, AFSCME, AFL-CIO, from July 1, 2011 through June 30, 2013. The board of aldermen 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).

The resolution authorizes the transfer of funds in the amount of \$30,150.00 from Account #597-86605 "Contingency-Negotiations" into Account #581-18002 "Payroll Reserve - Contracts" to fund the base salary adjustments contained in the collective bargaining agreement. The resolution also transfers funds from Account #508-83900 "Insurance Benefits, Appropriation to Self Insurance Fund" in the amount of \$102,737.00 into Account #581-99995 "Budget Adjustments."

Charter Sec. 53 permits the Board of Aldermen to transfer any unencumbered appropriation balance or any portion thereof from one department, fund or agency to another.

NRO § 5-130, H provides that "when proposed legislation to transfer or reappropriate a particular appropriation or portion thereof has had its first reading, such funds shall not be expended or transferred while the legislation is pending".

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**Approved as to account  
structure, numbers,  
and amount:**

**Financial Services Division**

By: 

**Approved as to form:**

**Office of Corporation Counsel**

By: 

**Date:** September 7, 2011

**AGREEMENT**  
**BETWEEN THE**  
**NASHUA BOARD OF EDUCATION**  
  
**AND THE**  
  
**NASHUA SCHOOL CUSTODIAN UNION**  
**LOCAL 365/COUNCIL 93, AFSCME, AFL-CIO**

**July 1, 2011**

**Through**

**June 30, 2013**

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**ARTICLE I**  
**AGREEMENT**

- 1.1 This is a collective bargaining agreement made and entered into by the Nashua School District, Nashua, New Hampshire, (hereinafter called the District) and Local 365/Council 93 of the American Federation of State, County and Municipal Employees, AFL-CIO, School District employees as certified in P.E.L.R.B. Case #A-0424 and as specified in Article II of this Agreement (hereinafter called the Union).

**ARTICLE II**  
**RECOGNITION**

- 2.1 When used in this agreement, the word "employee" means any member of the above bargaining unit who is a member of the Union, and has successfully completed the probationary period as provided in Article 7.1.
- 2.2 The District hereby recognizes that the Union is the sole and exclusive representative of all full-time and part-time custodians and maintenance personnel with the exception of the Director of Plant Operations; the Assistant Directors of Plant Operations; the Office Manager; and the Custodial Supervisor.

"Full-time" means a regular schedule of 35 hours or more per calendar week.

"Part-time" means a regular schedule of less than 35 hours per calendar week.

"School Year" means a regular schedule of 35 hours or more per calendar week limited to no more than 185 days per school year, with the exception of the individual(s) working during summer school. This term shall be limited to the classifications of Security Monitor and Security Guard

**ARTICLE III**  
**DUES DEDUCTION**

- 3.1 Upon individually written authorization by each employee and approved by the Union Representative, the District agrees to deduct from each employee so authorized, the current Union dues, as certified to the District by the Treasurer of the Union, and deliver the same, along with a list of who have paid said dues 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 month. Employees will be able to revoke their authorization only between July 1 and July 15 of any fiscal year. The form of the authorization is shown as Appendix E to this Agreement. The District will notify the Union of any employee's intent to drop out of the Union.
- 3.2 Any employee who chooses not to join the Union must, as a condition of employment with the District, pay an agency fee to be determined by the Union in accordance with state and federal law. Such fee is to be paid in the same manner as Union dues as provided in Section 3.1 above. Such a representation fee shall commence thirty (30) calendar days from the date of eligibility to join the Union or the effective date of this agreement, whichever is later.
- 3.3 The Union will hold the District harmless from any disputes between the Union and its members relative to the deduction of dues. The District shall have no obligation to collect dues 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 interests of the taxpayers of the Nashua School District. Furthermore, The Union will hold harmless and indemnify the School District and intervene in and defend any court litigation concerning the propriety of a termination for failure to pay the representation fee. In such litigation, the District shall have no obligation to defend the termination.
- 3.4 The District agrees that there shall be no discrimination, interference, restraint or coercion by the District or any of its authorized agents, against any employee because of membership in the Union or because of presenting a grievance or against any employee who may represent others in the discharge of his/her duties as a member of any committee of the Union.

## ARTICLE IV

### WORK POLICY AND REGULATIONS

- 4.1 The District may adopt rules for its operation and the conduct of its employees provided such rules do not conflict with any of the provisions of this agreement.
- 4.2 In justice and fairness to the District and the taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties. It is also agreed that no Union business will be transacted on District time except as permitted by law.
- 4.3 It shall be the responsibility of all employees having custody of or assigned to operate any equipment or property to see to it that it is properly cared for, kept clean and returned to its proper place of storage at quitting time. No District owned vehicle will be used by any District employee for other than District business.
- 4.4 The District shall provide space on custodial and maintenance bulletin boards for notices from Union Officers and Stewards to its members provided the notices are in good taste and provided that such notices shall not relate to local, state, or national political matters. The provision related to political matters shall not apply to internal Union elections.
- 4.5 The District will provide the Union with a copy of all current job descriptions for each grade within the bargaining unit.

#### Disciplinary Procedures

- 4.6 The District has the right to discipline or discharge employees for just cause. All disciplinary actions, including discharge, shall be consistent with the infraction for which the action is taken.
- 4.7 Disciplinary actions shall normally follow this order:
- A. Verbal warning;
  - B. Written Warning;
  - C. Suspension without pay;
  - D. Discharge.
- The District may deviate from the above when the occasion or severity of the offense warrants.
- 4.8 Any employee may be suspended or discharged for reasons which shall include but not be limited to the following:
- a. Misconduct during employment;
  - b. Incompetency or inefficiency;
  - c. Failure to perform assigned duties;
  - d. Disobedience of a superior;
  - e. Using on the job or reporting to work while under the influence of alcohol or illicit or illegal drugs;
  - f. Conviction of a felony;
  - g. Failure to observe rules or regulations;
  - h. Incompatibility with other employees;
  - i. Unauthorized tardiness or absence from duty;
  - j. Knowingly submitting false reports;
  - k. Damaging equipment through negligence or carelessness.
- 4.9 In the event of a written or verbal warning, suspension or discharge, the District will state in writing to the employee and the Union the reasons for the action taken. A copy of said statement shall be delivered to the employee and the Union Steward within 24 hours of the action or by the close of the next regularly scheduled business day whichever shall occur later. Employees may elect to have a Union representative present when an employee is to receive disciplinary action in the form of a written or verbal warning, suspension or discharge.

- 4.10 Employees may examine their own personnel files, upon request, at reasonable times and with reasonable notice, under the direct supervision of the employer.
- 4.11 Employees shall have the right to answer any materials filed. The employee's answer shall be reviewed by the Chief Operating Officer, and be attached to the employee's personnel file.  
(RSA 275:56)

## ARTICLE V

### VOLUNTEERING AND SUBCONTRACTING

- 5.1 A. Prior to the approval of a volunteer project the Union and Management shall meet and confer on all requests for volunteer project approval. The Union-designated committee shall include a representative from the classification(s) which normally do the work involved in the project request and one union representative. The extent of the activity by volunteers shall be established by this committee. Once an approach (e.g. hours, coverage, etc.) to a project has been approved by the Committee, similar future projects with the same approach will be approved by the Director of Plant Operations or designee. If Labor and Management cannot agree on a volunteer project request within five (5) working days, the request will be brought to the next meeting of the Joint Labor-Management Committee for discussion.
- B. The Union shall be apprised five (5) days in advance of any approved volunteer project, including the location and description of the project, number of volunteers, and anticipated date(s) for completion.
- C. Unpaid volunteers include students, parents, community members, and District employees (outside this bargaining unit) who are working outside of their normal hours of work without compensation. It is agreed that volunteers will not displace any bargaining unit employees.
- D. If access to the school is required beyond normal working hours (regularly scheduled shifts) a custodian will be assigned to open and close the school, and clean up any spaces utilized. The District shall have the right to assign other work (related to their job description) to the Union member while on overtime, as time allows during the event. It is understood that covering the event is the top priority.
- E. Employees may be assigned to monitor and work with the assistance of volunteers based on the nature of the activity and the amount of volunteers.
- F. The Director of Plant Operations will assure that all necessary permits have been obtained before work begins.
- 5.2 A. The District agrees there will be no layoffs, demotions or involuntary transfers as a result of contracting out work. Regardless of subcontracting, in the event of any layoff within a classification, the District shall cease to utilize any subcontractor for work specific to that classification except for work identified on the master list or previously agreed upon contracted projects, until such time the staffing levels return to the pre-layoff levels. The Director of Plant Operations shall maintain a master list, initialled by both parties, with mutually agreed-upon work that has been historically subcontracted out. Work on the master list shall not be assigned to bargaining unit employees to complete.
- B. 1. The District shall present the work it is contemplating to subcontract in a reasonable period in advance and not delay the work so the volume of work is anything but for unforeseen circumstances. The Union shall respond in five (5) working days, or the District shall proceed with subcontracting the work.
2. The District shall identify the primary classification in accordance with the bargaining unit job description that it believes will be used in the work to be discussed. If the work will be completed on overtime, the District will post the overtime opportunity upon notice from the Union under Section B.1. above and the Union shall have the opportunity to survey the work force for interest and availability. If the agreed upon necessary workforce is not available by the mutually agreed upon date, then the District may contract out.

3. When bargaining unit employees are doing work which was initially contemplated to be subcontracted, custodial staffing of the building shall be subject to an agreement by the parties. Any agreement on building coverage based on the previous sentence shall not be used outside of this process.
- C. Should any work be contemplated to contract out, the District and the Union agree the following procedure shall occur prior to subcontracting:
1. Step One – The Union will designate one Union member. The Director of Plant Operations will advise this member of the work it is contemplating contracting out. A discussion as to whether or not bargaining unit members can complete the work shall occur. If an agreement cannot be reached and the District still desires to subcontract said work, the parties shall proceed to Step Two.
  2. Step Two – The District shall bring the proposed work to the next scheduled joint labor-management committee meeting for discussion. If an agreement cannot be reached and the District still desires to subcontract said work, the parties shall proceed to Step Three.
  3. Step Three – The parties shall mutually agree on an arbitrator to decide if the work is bargaining unit work or not. The basis for consideration shall be the job descriptions for all classifications, the scope of the bargaining unit work, as well as prior grievance decisions and/or grievance settlements. Overtime shall not be a factor in considering if the work is bargaining unit work or not. The District may subcontract out the work prior to arbitration; however, the subcontracting of the work cannot be used as consideration for the arbitrator's decision and the District understands that an arbitrator's decision that the work should have been done in-house will require the District to pay bargaining unit members for work already performed.
  4. The Arbitrator's decision shall be final and binding on the parties. The arbitration shall be in accordance with AAA rules. The cost of the arbitration shall be borne equally by both parties.

## ARTICLE VI

### GRIEVANCE PROCEDURE

- 6.1 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 this Agreement. All such grievances will be handled as provided in this article.
- 6.2 A grievance must be filed within ten (10) working days of its occurrence or within ten (10) days of the date the employee, by reasonable diligence, should have known of its occurrence. The grievance must be submitted to the next step within the time limits provided or it will be considered settled. A grievance once settled at any one of the following steps shall not be further subject to the grievance procedure.
  - 6.3.1 Grievances shall be processed in the following manner:
    - Step 1 The grievance must be presented, in writing, on forms as provided in Appendix D. The grievant shall discuss the grievance with the Director of Plant Operations, or his/her designee and the Union representative. A decision shall be rendered within ten (10) working days.
    - Step 2 An unfavorable decision under Step 1 may be appealed to the Chief Operating Officer within ten (10) working days. The appeal must be in writing on the grievance form as provided in Appendix D. The Chief Operating Officer shall render a decision within ten (10) working days.
    - Step 3 An unfavorable decision under Step 2 may be appealed to the Superintendent within ten (10) working days. The Superintendent shall render a decision within ten (10) working days.
    - Step 4 An unfavorable decision under Step 3 may be appealed to the Board of Education within ten (10) working days. The Board shall render a decision within twenty (20) working days.
    - Step 5 An unfavorable decision under Step 4 may be appealed to the New Hampshire Public Employees Labor Relations Board within twenty (20) working days. The decision of the appointed arbitrator will be final and binding and the cost of the arbitrator will be shared equally by both parties.

- 6.4 **Grievance Mediation:** Either party may submit to the other a request for Grievance Mediation. Grievance Mediation can only take place by mutual agreement at any time during the grievance procedure. The parties agree Federal Mediation and Conciliation Service shall be used as a facilitator for cost effectiveness. This does not preclude mediation occurring the day of arbitration nor using the arbitrator as the facilitator. Should Grievance Mediation occur, the parties shall agree to a time extension for the following steps.
- 6.5 **Failure of the administration to render a decision within the time limits shall permit the grievant to proceed to the next step. The grievant shall continue to observe the rules and regulations of the District while the grievance is pending. A grievant shall have all rights provided by RSA 273-A relative to the processing of grievances.**

## ARTICLE VII

### PROBATIONARY PERIOD

- 7.1 **The first ninety (90) calendar days of regular employment on an uninterrupted basis, except by reason of layoff or approved leave of absence or the summer break for "part-time" employees, is established as a probationary period. The District may extend the probationary period for such additional days as the employee has taken authorized sick or other leave.**
- 7.2 **The provisions of this Agreement do not apply to any employee who has not successfully completed the probationary period described above.**
- 7.3 **The District may terminate a newly hired person from employment within the probationary period. Terminations under this Article VII shall not be grievable.**
- 7.4 **A probationary employee who would otherwise be eligible for the benefits of this Agreement, but for the fact that the probationary employee has not completed the probationary period, shall be entitled only to the following:**
- (1) **Medical Insurance**  
After thirty (30) calendar days of active employment, eligible probationary employees shall have the option to become members of the bargaining unit's group medical insurance program as provided in Article 17.1 of this Agreement, subject to the rules of the insurance carrier regarding eligibility and payment of premiums. In the event a probationary employee becomes entitled to become a member of the medical insurance program subsequent to the date employee contribution deductions are made, in order to receive insurance coverage commencing the first day of the month following the completion of thirty days of active employment, the employee must furnish the employee's contribution to the medical insurance program to the District prior to the 25th day of the prior month.
  - (2) **Vacation Leave**  
An eligible probationary employee shall be entitled to accrue vacation leave commencing with the date of employment, in accordance with Article XIII, but shall not receive vacation pay until satisfactory completion of the probationary period. Such vacation pay shall not be paid retroactively.
  - (3) **Sick Leave**  
After satisfactory completion of the probationary period, eligible employees shall be entitled to sick leave pay in accordance with Article XIV. Such sick leave pay shall not be paid retroactively.
  - (4) **Life Insurance**  
Eligible employees shall be entitled to group life insurance as provided in Article 18.1 after satisfactory completion of thirty (30) calendar days of active employment. Such group life insurance shall commence on the first day of the month following the completion of the thirty (30) calendar days.
  - (5) **Pension**  
After the completion of the probationary period, eligible employees shall be entitled to participation in the New Hampshire Retirement System in accordance with the rules and regulations of the New Hampshire Retirement System and applicable statutes as may be amended from time to time.

- (6) Paid Holidays  
Eligible employees shall be entitled to paid holidays as provided in Article XII after satisfactory completion of thirty (30) calendar days of active employment.

- 7.5 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, if eligible, be entitled to the benefits specified in paragraph 7.4 above, notwithstanding the fact that active employment may have been served in more than one position.

## ARTICLE VIII

### SENIORITY

- 8.1 An employee's seniority shall commence with the hiring date and continue so long as he/she is employed by the District.
- 8.2 An employee shall lose his/her seniority for, but not limited to the following reasons:  
(a) If an employee is discharged and if such discharge is not overruled by an appropriate authority;  
(b) If he/she resigns.
- 8.3 When the term "seniority" appears in this Agreement, it shall mean priority over or preference because of length of service. In the event of authorized paid leave granted pursuant to this contract, the employee on such paid leave shall continue to accrue length of service. In the event of authorized unpaid leave, or layoff, the employee shall retain such length of service as was accrued on the date of the authorized unpaid leave or layoff on return to active employment, but shall commence further accrual only upon such return and shall not accrue length of service during such leave or layoff period. In all other cases of interruption of service, the employee shall lose all accrued length of service.
- The District shall prepare and give the Union, once each school year, on or before September first, a seniority list, which indicates the seniority status of all members of the bargaining unit. Separate seniority lists shall be provided for full-time, part-time and school year employees.
- 8.4 There shall be two types of seniority:  
(a) District seniority;  
(b) Classification seniority.

District seniority shall relate to the seniority of an employee as an employee of the district.

Classification seniority shall relate to the seniority of an employee as an employee in a particular job title as listed in Appendix A.

- 8.5 Classification seniority shall be the type considered in matters concerning transfers as set forth in Article IX.
- 8.6 Until an employee has served the 90-day initial probationary period, the employee shall have no seniority status, and may be discharged or laid off with or without cause, and such discharge or layoff shall not be subject to the grievance procedure.

## ARTICLE IX

### FILLING VACANCIES

- 9.1 The District agrees that whenever a permanent job is created or a permanent vacancy occurs within the bargaining unit, the name of the school, the location, the hours of work, the name of the job, and the requirements and pay grade of the job shall be posted in all schools and all employees shall be given eight (8) work days to apply for the job.

- 9.2 The District shall make transfers within a job title as listed in Appendix A on the basis of classification seniority prior to awarding the position to any employee working outside of the job title.
- 9.3 If a posted vacancy is not filled through the transfer process outlined in section 9.4 above, the District reserves to itself and shall have the right to fill the position solely on the basis of ability and performance of duty as determined by the District.
- 9.4 Employees who are not awarded a position under Section 9.3 above shall have a right to request a follow-up meeting with management to understand the reasons for not being selected for the position.
- 9.5 This article shall be subject to the grievance procedure, except as noted in Section 9.8 (B) below.
- 9.6 One 2<sup>nd</sup> shift custodial position at each school may be designated as a district-wide custodian who may be temporarily directed to work during his or her regular shift at any location within the District for school vacation periods or emergencies, such as but not limited to water or fire damage. District-wide positions may be posted after July 1, 2011 as positions become vacant. Two existing float positions will continue to be utilized district-wide to provide coverage for custodians on leave time.
- 9.7 A member of the bargaining unit who has successfully completed the probationary period described in Article 7.1 and who is transferred to or awarded a vacant position within the bargaining unit, shall be obliged to serve a forty-five (45) day probationary period provided, however, that the employee shall be entitled to any benefits associated with the position immediately upon assuming the position.
- 9.8 A.
- A member of the bargaining unit who has successfully completed the initial probationary period and who is transferred to or awarded a vacant position within 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 to or awarded. 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 to or awarded. 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 to or awarded, 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.
- B.
- In the event a present member of the bargaining unit is transferred to or awarded a vacant position within the bargaining unit, the District, at its sole discretion may, within forty-five (45) calendar days from the effective date of the transfer to or award of the vacant position, transfer the employee back to the employee's former position and pay rate. Transfers under this paragraph shall not be subject to the grievance procedure.
- C.
- Where practicable and if requested by the employee within the forty-five (45) day probationary period, a transferred employee may be returned to his/her former position if it is available by reason of its not being filled by District action.
- 9.9 Following the hiring of an applicant to fill a position the District shall provide the Union with the names and pay grades of all members applying for a position within the bargaining unit, along with the name and, if applicable, the pay grade of the individual awarded the transfer or vacancy.
- 9.10 All written policy changes affecting the bargaining unit shall be provided to the Union prior to implementation. Thirty (30) days notice will be provided whenever possible. The final version of the policy change shall be posted on all Custodial bulletin boards. Both parties reserve all bargaining rights in accordance with the State statute(s).

## ARTICLE X

### WAGES & HOURS

- 10.1 Effective on the date of signing of this Agreement, all employees will receive salaries in accordance with Appendix C. Within 30 days of the execution of this Agreement, any retroactive pay due will be paid only to bargaining unit members who are actively employed in the District as of the effective date of the signing of this Agreement.
- 10.2 When it becomes necessary, for any reason, to assign employees to a higher rated job on a temporary basis, the employee so assigned shall receive the higher wage rate for the temporary assignment, if the assignment is five (5) continuous work days or more. If the temporary job assignment is five (5) continuous work days or more, the increased pay rate shall be retroactive to the first day of the temporary upgrading once the employee has met the requirements for the continuous five (5) work day minimum.
- 10.3 The work week shall consist of seven (7) consecutive twenty-four (24) hour periods, commencing on Sunday and ending on Saturday.
- 10.4 The normal work schedule shall consist of five (5) consecutive eight (8) hour work days. The District will establish a normal work schedule to suit the requirements of specific jobs.
- 10.5 All time worked in excess of eight (8) hours in any work day shall be paid at the rate of time and one half. All time worked in excess of forty (40) hours in any work week shall be paid at the rate of time and one half. Paid holidays jury duty, vacation time, compensatory time, and bereavement leave taken after this Agreement is executed, but no other leave, occurring during the work week shall be counted as time worked for the purpose of determining the eight (8) straight time hours.
- 10.6 It shall be the duty of all able bodied employees to make themselves available for weather-related operations and during the course of emergencies.
- 10.7 Employees who are called back to their building after their normal shift to answer alarms or for other emergencies shall be compensated for time spent with a minimum of three hours at time and one-half.
- 10.8 Overtime lists by category of work will be compiled every six months on July 1 and January 1. Categories of work shall include the following: custodial, events, roof snow removal, painting, and crossing guard substitution. This list of categories may be modified from time to time by mutual agreement of both parties. Employees shall notify, in writing, the Director of Plant Operations by July 1 and again by January 1 of their interest in being placed on the overtime list. Overtime shall be offered on a rotating basis, if feasible, first to those within the building where the overtime assignment is located, and then on a district-wide basis. If an employee refuses an overtime assignment three consecutive times, the employee's name will be removed from the overtime list for the balance of the six month period for which the list was compiled. The employee removed will not be eligible for overtime reinstatement until the next six month overtime list is compiled and then, only at the written request of the employee.
  - (a) Overtime will first be offered to custodians assigned to the building. This will be done on a rotating basis, so that all custodians have an equal opportunity to work overtime. The Head Custodian will oversee this process and the Plant Operations Supervisor will periodically check to assure the proper procedure is being followed.
  - (b) For the purpose of this discussion, "building" means the school to which the custodians are normally assigned. Tradesmen, groundskeepers and the delivery people are considered assigned to the Plant Operations building and thus overtime opportunities related to maintenance, repair, construction, grounds work or deliveries, must first be offered to these individuals. Grounds, trades and delivery personnel will be offered overtime for work within their job descriptions/classifications first. Floats will be offered overtime at the school/building at which they are currently assigned. Split-position custodians will be offered overtime at the building where they normally start their shift.
  - (c) Once it is determined no one within a building will accept an available overtime opportunity, the district-wide overtime list will be utilized, again on a rotating basis. Per contract language, employees will be given an

opportunity to sign up for the district-wide list every six months – in January and July of each calendar year. If an employee refuses overtime 3 consecutive times within the six month period, he/she will be removed from the list until the next six month period. The Plant Operations supervisor for the affected building will make the calls on the district-wide overtime list. The three refusal rule will not be applied to overtime assigned within the school/building.

- (d) In those cases where employees cover an event which takes place during their normal working shift, they must add the time covering the event to the end of that day's shift. For example, if a second shift custodian covers an overtime event that lasts three hours, he/she will be expected to work from the end of their shift (10:30pm) until 1:30am. Two people working on the second shift (in the same building) can split the overtime, and both work late (for example, a three hour event split between two employees will result in both employees working one and a half hours beyond their shift).
- (e) Part Time employees will not be offered overtime to cover events. For non-event activities (e.g., cleaning), the full time employees within a building will be offered overtime first. If the full-time employees all decline the overtime, the part time employee can be offered the work on straight time, up to a maximum of 35 hours per work week.
- (f) Disciplinary measures for employees covering overtime while on their shift, but not working beyond their shift the full overtime amount, without permission from a Plant Operations Supervisor, will start with a three (3) day suspension for the first offense, followed by termination for the second offense. No additional restitution beyond these measures will be implemented.
- (g) If an employee becomes sick while serving regular or overtime hours, they must call the Plant Operations phone/answering machine before leaving the building.

10.9 The primary purposes for school facility coverage is (1) setup, (2) security, and (3) cleanup. Plant Operations shall receive notice of all additional manpower needs relating to school facility coverage. The numbers considered in the evaluation of additional manpower for School facility coverage shall include all in attendance including teams and participants. This shall apply to the number of people in the facility at any given time (not cumulative – i.e., dinners when people are eating in shifts, or several performances in a single evening). All football games shall be covered with a minimum of 1 employee with additional coverage in accordance with the chart below:

**Inside School Facility**

Number of Attendees	Weekday No Food	Weekday With Food	Weekend No Food	Weekend With Food
1 to 40	0	0	1	1
41 to 249	1	1	1	1
250 to 499	2	2	2	2
> 499	3	3	3	3

**Outside School Facility**

Number of Attendees	Coverage
1 to 200	0
201 to 500	1
More than 500	2

In instances where more than one (1) employee is needed for the gathering, the employees covering the gathering may be staggered based on the expected increases in attendees consistent with the charts above. As an example, a theatrical performance expecting 260 in attendance requesting the facility available two hours in advance with minimal setup would see the first employees at the opening time and the second employee at the time of the doors open to the public. The two employees would remain on until the cleaning after the gathering is completed. Employees covering a gathering shall remain vigilant at the function as “crowd managers” to meet the NFPA requirements.

This agreement shall not apply to small principal meetings, school board meetings (excluding large public budget meeting), and the daily activities of clubs, ALC, and 21<sup>st</sup> Century (excluding functions/events). This agreement shall apply regardless of whether a fee is being collected by the school district.

The parties agree food will be limited to the cafeteria and staff lounge. Snacks as defined shall not be limited to such areas. Snacks shall mean "cold snack foods, baked goods, popcorn, pre-packaged snack foods and may include a drink."

In the instance that coverage is not assigned based on the information received and is found to need coverage in accordance with this agreement, the following course of action shall occur:

1. Notice to management
2. Offer to employees working to cover the gathering and make up the hours in which the employees was away from his/her duties following the end of his/her shift. In the event nobody working covers the gathering, the opportunity to work would then be offered to the off duty building employees by management consistent with Article X of the collective bargaining agreement. This is intended to be used infrequently.

In the event the responsibilities for the payment of school facility coverage changes in the budgetary process, the parties agree to reconvene and limit the reopening of this agreement to who will receive notification of manpower needs.

- 10.10 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 eight-four (84) hours (at time and one half). 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. Compensatory time earned and used must be documented as established by the District.
- 10.11 Summer school is alternated between the two high schools each year. One security monitor or security guard is required on the days summer school is in session. The additional work days shall be offered to the security staff within the high school hosting summer school, starting with the most senior monitor, in one-week increments. If no monitor wants the time the school's security guard will be asked. If no security staff desires the additional work days the security staff from the other high school will be offered the time, again starting with the most senior monitor. The seniority list will be rotated within each high school every other year. If no security monitors or security guards desire to work summer school, then the district-wide overtime list will be utilized to fill the position in one-week increments.
- 10.12 Custodians may be required to check their buildings once a day on weekends and holidays. Custodians performing the aforementioned duties shall be compensated for time spent with a minimum of three hours. Overtime will be paid in accordance with the provisions of Section 10.4. However, if there is a scheduled event to be held in a building, it will not be necessary for the custodian to check the building. It will be checked by the person covering the event as part of that person's duties and at no extra charge.
- 10.13 In the event an employee is providing coverage for an activity which extends less than three hours beyond the employee's normal work day and the premises are not vacated at the time designated for the conclusion of the activity, the employee will be credited for a minimum of three hours worked.

## ARTICLE XI

### LONGEVITY

Effective July 1, 2006 and paid retroactively from the date of the implementation of this agreement longevity will be paid in January to all full-time and school year employees in the employ of the District on the previous December 31st, based on the following:

	<u>Full-Time Employees</u>	<u>School Year Employees</u>
After (10) years of service:	\$250.00	\$175.00

After (15) years of service:	\$500.00	\$350.00
After (20) years of service:	\$750.00	\$525.00

There will be no pro rata payments to full-time employees who are not in the employ of the District on December 31st. Length of service will be computed on December 31st.

**ARTICLE XII -PAID HOLIDAYS**

12.1 The following shall be observed as paid holidays for full-time employees:

- |                         |                         |
|-------------------------|-------------------------|
| New Year's Day;         | Columbus Day;           |
| President's Day;        | Veterans' Day;          |
| Martin Luther King Day; | Thanksgiving Day;       |
| Memorial Day;           | Day after Thanksgiving; |
| Independence Day;       | Christmas Day;          |
| Labor Day.              |                         |

The following shall be observed as part-time paid holidays for part-time employees:

- |                         |                   |
|-------------------------|-------------------|
| New Year's Day;         | Thanksgiving Day; |
| Day after Thanksgiving; | Christmas Day     |

Part-time hours normally worked will equate to the same part-time hours for part-time paid holidays.

The following shall be observed as paid holidays for school year employees:

- |                         |                         |
|-------------------------|-------------------------|
| New Year's Day;         | Veteran's Day;          |
| Martin Luther King Day; | Thanksgiving Day;       |
| Memorial Day;           | Day After Thanksgiving; |
| Columbus Day;           | Christmas Day.          |

12.2 For those employees scheduled to work Monday through Friday, if one (1) of the aforesaid holidays falls on a Saturday and is observed on a Friday, said Friday shall be a paid holiday. If one of the aforesaid holidays falls on a Sunday, and is observed on a Monday, said Monday shall be a paid holiday.

For those employees working weekly shifts falling on a Saturday or Sunday, if one (1) of the aforesaid holidays falls on a day an employee is not scheduled to work, the paid holiday shall be scheduled for the day at the beginning or end of the employee's work week closest to that holiday.

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

12.3 In order to qualify for pay on an unworked holiday, under 12.1 above, an employee must work or be on paid annual leave, bereavement leave or Jury Duty 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.

12.4 If an employee is absent on authorized sick leave on either or both days stated in 12.3 above, the employee may qualify for holiday pay for holidays which occur during the first two weeks of such an absence, by presenting a medical doctor's certificate or other satisfactory evidence that the employee was unable to work due to illness on the day(s) specified.

12.5 In the event that an employee is required to work on any of the said holidays, the employee shall be compensated at time and one-half for hours worked, in addition to holiday pay, if he/she is eligible and otherwise meets all requirements of this article.

**ARTICLE XIII**

**PAID VACATIONS**

13.1 All provisions of this ARTICLE XIII apply only to full-time employees.

Full-time employees covered by this agreement employed by the District on an uninterrupted basis including paid leaves of absence shall accrue annual leave monthly during the period of July 1 to June 30 at the rate of 1/12th of the annual leave days to which the employee is entitled according to the following:

After one (1) year of Service:	Two (2) weeks;
After five (5) years of Service:	Three (3) weeks;
After twelve (12) years of Service:	Four (4) weeks;
After twenty (20) years of Service:	Five (5) weeks.

On June 30 of each year, any unused accrued annual leave days in excess of the number of annual leave days to which the employee is entitled shall be forfeited. If, in the judgement of the Director of Plant Operations, due to District action an employee, despite having made good faith efforts, was unable to utilize accrued annual leave days prior to June 30, such forfeiture shall not apply.

13.2 During the summer vacation period no employee shall be allowed more than two (2) weeks vacation, in succession at any one time, unless the requirement is waived by District action. Recognizing the operational needs of schools in opening for the school year, effective July 1, 2012 no vacation time shall be approved or taken seven (7) work days before or after the opening day of school, excluding the Friday before Labor Day.

13.3 The District reserves the right to limit the number of employees to be on vacation during any one period. All annual days shall be scheduled with the approval of the Director of Plant Operations or his/her designee. All requests for vacation time shall be received by the Director of Plant Operations at least 16 hours in advance of the requested day(s) for approval.

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

**ARTICLE XIV**

**PAID SICK LEAVE**

14.1.1 Sick leave for employees covered by this Agreement shall accumulate at the rate of:

ten (10) hours for full-time employees per calendar month on the active payroll;  
one and one-third (1.33) hours for part-time employees per calendar month on the active payroll;  
eight (8) hours for school year employees per calendar month on the active payroll;

cumulative to a maximum of:

nine hundred sixty (960) hours for full-time employees;  
one hundred twenty (120) hours for part-time employees;  
six hundred seventy (670) hours for school-year employees;

commencing with date of hire.

14.2 In the event of a prolonged absence because of illness in excess of one (1) month, additional sick leave accumulation will be allowed only for the first month of such absence.

- 14.3 An employee is not entitled to payment for sick leave until completion of the probationary period and such payments may not be applied retroactively.
- 14.4 Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only in the case of necessity and actual sickness or disability of the employee, the employee's spouse/domestic partner or children or to take physical and dental examinations or other sickness prevention measures. The District reserves the right to verify all claims for paid sick leaves.
- 14.5 An employee must notify the Plant Operations Office prior to starting time, in order to draw sick leave pay. In order to qualify for paid sick leave of four (4) consecutive work days or more, an employee must present a doctor's certificate or other satisfactory evidence to the Director of Human Resources. Said certificate shall state that the employee was unable to work due to illness during the period claimed.
- 14.6 All full time employees may use four (4) days of sick leave per contract year for personal business which cannot be accomplished on off-duty hours. All school year employees may use three (3) days of sick leave per contract year for personal business which cannot be accomplished on off-duty hours. Notification of intent to utilize a "personal day" must be provided to the Plant Operations Office no later than sixteen (16) hours prior to the "personal day", unless due to an emergency. Employees whose normal work schedule includes a Sunday shall be entitled to an additional personal day.
- 14.7 Upon retirement or resignation after ten (10) years of continuous employment, an employee shall be paid for all sick leave accrued but not taken at the rate of 50% of the employee's wage rate at the time of the retirement or resignation.
- 14.8 The Nashua School District will abide by the requirements of the Family Medical Leave Act as may be amended from time to time. The current School District Policy based on the Federal FMLA Guidelines is attached as Appendix G. If these Guidelines are amended the District will incorporate the changes into the attachment and will send a copy of the revised policy to the address on record of each bargaining unit member. The definitions included are for clarification purposes only, and do not constitute policy. Should there be a conflict between the language in these definitions and the language in the Federal Guidelines, then the language in the Federal Guidelines will take precedent.

## ARTICLE XV

### WORKER'S COMPENSATION

- 15.1 An employee absent from work as a result of a work related injury or illness occurring during employment, and who receives worker's compensation benefits shall be paid by the District, the difference between the employee's normal weekly salary (including all benefits) and the amount the employee receives as worker's compensation benefits.
- 15.2 It is intended that no employee shall receive for each week of absence more than the amount of his/her regular weekly salary. Any excess amount received shall be forthwith returned to the District.
- 15.3 Absences under this provision shall be charged to the employee's accumulated sick leave on die basis of one-half day sick leave deducted for each day of absence pro-rated for part-time employees.
- 15.4 This supplemental benefit shall cease upon the exhaustion of the employee's sick leave entitlements as described above.
- 15.5 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.
- 15.6 An employee absent from work, due to a work-related injury, may be terminated by the District at the time the employee is deemed, under Workers' Compensation, to be fully able to perform the employee's former job responsibilities and fails to return, or is continually absent in accordance with guidelines set forth in NH RSA 281-A:25a as amended, whichever is sooner.

- 15.7 Bargaining Unit members (including school year employees) will be eligible for Short Term Disability as outlined in Appendix H. This benefit will be paid for by the School District. The School District may change the plan utilized to cover this benefit, but doing so will not result in a reduction in current benefits. Any new plan must provide equal or greater coverage than the current plan.
- 15.8 Bargaining Unit members (including school year employees) will be eligible for Long Term Disability as outlined in Appendix I. This benefit will be paid for by the School District. The School District may change the plan utilized to cover this benefit, but doing so will not result in a reduction in current benefits. Any new plan must provide equal or greater coverage than the current plan.

## **ARTICLE XVI**

### **BEREAVEMENT LEAVE**

- 16.1 Full-time employees shall be entitled to up to seven (7) days bereavement leave with pay for absence due to each death of their spouse/domestic partner or child(ren) and up to three (3) days bereavement leave with pay for absence due to each death of other "immediate family", except spouse or child. "Immediate family" shall include: mother, father, spouse, children, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

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

These same provisions for bereavement leave shall apply to school year employees when the death occurs during the school year and/or the employee is reporting work hours.

- 16.2 Full-time employees shall be entitled to take up to three (3) days total leave in any fiscal year 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 (16.1), and close friends, provided the close friend lives in the employee's home.
- 16.3 In the event the death for which leave is taken occurs during a vacation period allowed under Article XIII and the full-time employee desires to take bereavement leave during that vacation period, the bereavement leave taken during the vacation period shall not be charged against the time allowed the full-time employee for the vacation allowed under Article XIII.

## **ARTICLE XVII**

### **HEALTH INSURANCE**

- 17.1 The Board shall provide upon the request of a member of the bargaining unit, the benefits of an individual, two-person or family coverage under one of the following plans offered by the City, if available, or a plan providing comparable benefits, 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.

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.

Any 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 an 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.

The group health insurance of any member of the bargaining unit terminating employment with the District for whatever reason - resignation, retirement, lay-off, discharge or unpaid leave of absence other than sick leave - shall expire on the last day of the month following the month the member terminates employment with the District except that the group health insurance of members of the bargaining unit terminating their employment with the District at the conclusion of the school year shall expire on September 30 unless the member elects to terminate such insurance sooner.

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). The cost share shall be the same for school year employees as it is for full time employees. For calculation purposes, school year employees shall pay their cost share based on 39 pay periods.

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 BOARD's contribution for part-time employees shall be based on the ratio of hours such employees are required to work to the number of hours full-time employees are required to work. In addition such employees shall be required to pay the difference between 100% and the above Board contribution rates towards the cost of the health insurance premiums for the plan such employees select.

Effective with the implementation of salary increases in 2007-08, office visit charges shall be \$10 a visit and emergency room visits shall be \$50 per visit. All emergency visit charges shall be waived if the employee is admitted to the hospital immediately after the emergency room visit. Prescription drug co-pays shall be as follows:

Blue Choice New England Point of Service Plan/HMO Blue

In-Pharmacy

Effective July 1, 2008	<u>Generic</u> \$10	<u>Brand</u> \$30
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Mail-Order (90 Day Supply)

Effective July 1, 2008	<u>Generic</u> \$10	<u>Brand</u> \$10
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Harvard Pilgrim Health Care

In-Pharmacy

	Generic	Brand (Select)	Brand/ Non-Select
Effective July 1, 2008	\$5	\$15	\$35

Mail Order (90 Day Supply)

	Generic	Brand (Select)	Brand/ Non-Select
Effective July 1, 2008	\$10	\$30	\$105

**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 for an inpatient stay or outpatient surgery in a surgical facility; 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 when a total of eight (8) bargaining units in the City of Nashua and the Nashua School District have agreed to implement those co-pays and deductibles.

- 17.2 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 District'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 District will provide screening services required after employment but not before employment through the District's own agents.
- 17.3 The Board agrees to provide dental coverage for full-time and school year employees only. Additional dental coverage under two person or family rates may be purchased by the full time or school year employee at his/her own expense. Coverage will commence on the first day of the month following the completion of the probationary period. Such coverage is specified by the schedule of benefits in Appendix F. This coverage becomes effective as soon as practicable after the signing of the agreement by both parties.

**ARTICLE XVIII**

**LIFE/DISABILITY INSURANCE**

- 18.1 For the full-time and school year employee, the District shall provide full payment of the cost of a term group life insurance policy in the amount of \$10,000.
- 18.2 The District shall provide Short-Term Disability coverage to full-time and school year employees within this bargaining unit as outlined in Appendix H. An employee may supplement the compensation with accrued benefits.
- 18.3 The District shall provide Long-Term Disability coverage to full-time and school year employees within this bargaining unit as outlined in Appendix I. An employee may supplement the compensation with accrued benefits.

**ARTICLE XIX**

**MILEAGE AND TRADESMAN'S TOOLS**

- 19.1 The District shall replace hand tools for employees who are required to provide such hand tools as stated in their job description, provided such hand tools are broken or lost while in the performance of duty for the District, and provided furthermore that the damage or loss of the hand tool is not attributable to the negligence of the employee. The replacement shall be as close as possible in type and quality as the tool which was broken or lost. The District shall not be liable for the replacement of hand tools which carry a lifetime warranty by the manufacturer. Employees shall take all reasonable steps to ensure the security of all tools in their possession.
- 19.2 The District agrees that employees using private automobiles or trucks on District business, at the request of the District, shall be reimbursed according to the following schedule:

Cumulative number  
of miles driven in  
the fiscal year

Cars

Trucks

IRS Rate

IRS Rate plus \$.10 per mile

## ARTICLE XX

### EDUCATIONAL BENEFITS

- 20.1 For the full-time employee the District agrees to provide the sum of \$1,000, and for the school year employee the sum of \$700, for each of the years covered by this Agreement, for the purpose of reimbursing 55% of the tuition cost and laboratory fees of courses 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, to those who make application for the benefits. Payment will be made on the furnishing of written evidence of satisfactory completion of the course. In the event an employee receiving educational reimbursement under this Article leaves the employ of the District on a voluntary basis within one year of completing the course, he/she will return to the District the 55% payment received.

## ARTICLE XXI

### REDUCTIONS IN STAFF

- 21.1 District Seniority will prevail in matters concerning staff reductions.

In case of a reduction of personnel, all part-time positions will be eliminated first. Then full-time employees with the least seniority shall be laid off next. If school year positions are eliminated those with the least seniority shall be laid off first, but school year employees may not bump full-time employees.

Laid off full-time employees will have the option of bumping by seniority if they are qualified for that position and hold the required certifications, permits, or licenses as outlined in Appendix B associated with that position. An employee must satisfactorily complete a thirty (30) day probationary period for the position he/she bumps into, during which he/she must demonstrate the required qualifications for the position. Employees will maintain full bumping rights if removed from a probationary position.

The names of the employees laid off from the bargaining unit or bumped will be maintained on a recall list for five (5) years from the date of such layoff and such full-time employees will be offered their job title, if recalled.

If a laid off employee is notified by telephone, or by a letter sent certified mail to his/her last known address on the records of the District, to return to work, he/she must notify the District within five (5) days of his/her intention to comply or accept and must report to work within two (2) days of such notification, or he/she shall cease to have any rights based on seniority and shall be terminated.

## ARTICLE XXII

### JURY DUTY PAY

- 22.1 An employee called as a juror will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. Satisfactory evidence must be submitted to the employee's immediate supervisor. Payment of meals and/or mileage shall not be considered as part of the fee for purposes of this Agreement.

## ARTICLE XXIII

### MILITARY SERVICE

- 23.1 The District shall be governed by existing law relative to military service.

## ARTICLE XXIV

### EMPLOYEES AS CROSSING GUARD SUBSTITUTES

- 24.1. Employees may volunteer to serve as substitute crossing guards during their normal working hours. Management reserves the right to call upon volunteers from its list as it deems necessary to fill morning and/or afternoon posts in the least disruptive and most expeditious manner. Volunteers in the facility requiring crossing guard substitute(s) shall have preference for coverage. Should there be no volunteer from a facility requiring a crossing guard, and the school District wishes to call upon a volunteer for substitute coverage, coverage for that post shall generally be filled on a rotating basis, allowing all interested volunteers the ability to cover. The decision to bypass an employee shall not be arbitrary and/or capricious. The bypassed employee shall be entitled to the next crossing post. An employee may add or remove his/her name from the voluntary crossing guard substitute list at any time.
- 24.2. Bargaining unit employees may not be employed as crossing guards on a regular or substitute basis outside of their normal working hours.
- 24.3. An employee volunteering as a substitute crossing guard shall be compensated at a rate equal to \$12.35/hour or the hourly rate of a crossing guard, whichever is greater, with a guaranteed one-hour minimum per morning or afternoon post in addition to his/her hourly rate during his/her regular shift.
- 24.4. The District shall annually provide all interested employees with hands-on training in the duties of a crossing guard conducted by a trained instructor. Volunteers will be fully oriented to the duties of a crossing guard by the administration prior to being placed on the volunteer list. The District shall assure each volunteer has access to a vest and rain gear and any equipment required to accomplish the duties of a crossing guard.
- 24.5. The District shall continue to maintain a list of available substitute crossing guards recruited from outside the bargaining unit, and will continue to seek employees outside the bargaining unit as an alternative resource.
- 24.6. The School District retains the right to make employees aware of opportunities for serving as substitute crossing guards. However, no employee shall be pressured to serve as a substitute by management staff.
- 24.7. Employees are on official duty when traveling to and from a crossing post.
- 24.8. Volunteers shall be indemnified for damages as provided for in state and local statutes.

## ARTICLE XXV

### NEGOTIATIONS AND PRINTING OF AGREEMENT

- 25.1. Up to five (5) employees shall be allowed reasonable time off during regular working hours, without loss of pay, for the purpose of collective bargaining. No overtime or other premium pay shall be paid for time spent in collective bargaining.
- 25.2. Negotiations shall be conducted in accordance with N.H. RSA 273-A.
- 25.3. The District agrees to pay for the cost of printing copies of this Agreement for each employee. The Union agrees to distribute a copy of this Agreement to each employee presently employed by the District and to each new employee employed by the District.

**ARTICLE XXVI**

**CONFORMITY TO LAW AND SAVING CLAUSE**  
**SETTLEMENT OF DIFFERENCES BY PEACEFUL MEANS**

- 26.1 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, and the parties agree to negotiate on the stricken provision immediately thereafter.
- 26:2 The Union and the District agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The 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. The District agrees that it will abide by the terms of N. H. RSA 273-A(f).

**ARTICLE XXVII**

**JOINT LABOR/MANAGEMENT COMMITTEE**

- 27.1 The intent of this committee is not to handle grievances. A joint labor/management committee shall be formed to discuss matters of mutual interest. Membership shall consist of up to four (4) members of management, including the Chief Operating Officer, Director of Plant Operations, and Plant Operations supervisory staff; and up to four (4) members of the Custodial Union as appointed by the Union. The Union may also have the Staff Representative present in addition to the four (4) members. Such committees shall be entitled to bring resource person(s) to any meeting. The committee shall meet on a monthly basis. The parties shall agree to an agenda and date for the next meeting during the last scheduled meeting.

**ARTICLE XXVIII**

**MANAGEMENT RIGHTS**

- 28.1 Except as otherwise expressly and specifically provided in this Agreement, the Union recognizes that the direction of the District operations; the determination of the methods and means by which such operations are to be conducted; the supervision, management and control of the District work force; the right to hire, promote, transfer, and layoff employees; the right, lawfully and for just cause, to demote, discipline, suspend or discharge employees; the right to determine the hours and schedules of work and the work tasks and standards of performance for employees and all other rights and responsibilities not specifically provided in this agreement, shall remain the function of Management, all in accordance with RSA Ch. 273-A. It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or other rights expressly and specifically provided in this Agreement are violated by Management.

**ARTICLE XXIX**

**DURATION OF AGREEMENT**

- 29.1 On June 30, 2011 and on each June 30th thereafter, this Agreement shall be deemed renewed and extended for the ensuing year, unless one hundred twenty (120) calendar days or more prior to such date, either party shall have delivered to the other, notice of its desire not to have the agreement in its then form renewed. Such notice shall be deemed delivered when mailed, postage prepaid, addressed to the last address of the addressee which is known to the sender of this notice. If such notice shall be sent and the parties shall negotiate for a new agreement or modification thereof, the terms hereof shall continue to apply until the new or modified agreement is executed or the existing agreement terminated upon thirty (30) calendar days notice by either party.

Dated \_\_\_\_\_, 2011

Approved as to form and execution:

\_\_\_\_\_  
President, Nashua Board of Education

\_\_\_\_\_  
Chapter Chair, AFSCME Local 365/Council 93

\_\_\_\_\_  
Clerk, Nashua Board of Education

\_\_\_\_\_  
AFSCME Negotiating Team Member

\_\_\_\_\_  
Staff Representative, AFSCME Council 93

**APPENDIX A**

**CUSTODIAL AND MAINTENANCE GRADES**

The Custodial and Maintenance grades of the job titles of employees covered by this Agreement are as follows:

- GRADE 1: CUSTODIAN, (Full-time); CUSTODIAN (Part-time); SECURITY MONITOR
- GRADE 2: HEAD CUSTODIAN, ELEMENTARY; ASSISTANT HEAD CUSTODIAN (1<sup>ST</sup> OR 2<sup>ND</sup> SHIFT MIDDLE SCHOOL AND HIGH SCHOOL); GROUNDSKEEPER; SECURITY GUARD
- GRADE 3: HEAD CUSTODIAN, MIDDLE SCHOOL; ASSISTANT HEAD CUSTODIAN (3<sup>RD</sup> SHIFT HIGH SCHOOL); DELIVERY PERSON
- GRADE 4: HEAD CUSTODIAN, HIGH SCHOOL; ASSISTANT GROUNDS FOREMAN; PLUMBER I; ELECTRICIAN I;
- GRADE 5: HVAC MECHANIC; GROUND'S FOREMAN; HVAC MECHANIC/TRADESMAN (HIGH SCHOOL); TRADESMAN; ALARM TECHNICIAN; CARPENTER.
- GRADE 6: ELECTRICIAN; PLUMBER

**APPENDIX B**

<b>POSITION</b>	<b>REQUIRED CERTIFICATIONS, PERMITS OR LICENSES:</b>	<b>REQUIRED BY:</b>
Electrician:	Master Electrician License	Upon Hiring
Plumber:	Master Plumber License CFC Recovery License	Upon Hiring Within One Year of Hiring
HVAC Technician:	CFC Recovery License	Upon Hiring
Alarm Technician:	Journeyman Electrician License	Within One Year of Hiring
Carpenter:	Locksmith Certificate	Within One Year of Hiring
Grounds Foreman:	N. H. Pesticide/Fertilizer Supervisory Permit Commercial Driver's License, Level A	Within One Year of Hiring Within One Year of Hiring
Assistant Grounds Foreman:	N. H. Pesticide/Fertilizer Applicator's Permit Commercial Driver's License, Level A	Within One Year of Hiring Within One Year of Hiring
Groundskeepers:	N. H. Pesticide/Fertilizer Applicator's Permit Commercial Driver's License, Level B	Within One Year of Hiring Within One Year of Hiring

These licensing requirements shall be viewed as a condition for continued employment as set forth above.

Appendix B will apply only to new employees hired into one of the above positions after February 24, 1999.

**APPENDIX C**

**HOURLY WAGE RATES**

	<u>July 1, 2011</u>	<u>July 1, 2012</u>	<u>June 30, 2013</u>
Grade 1	\$15.96	\$16.07	\$16.18
Grade 2	\$18.20	\$18.31	\$18.42
Grade 3	\$21.61	\$21.72	\$21.83
Grade 4	\$21.74	\$21.85	\$21.96
Grade 5	\$22.31	\$22.42	\$22.53
Grade 6	\$23.04	\$23.15	\$23.26

During the initial probationary period in the School District, the wage rate will be 5% less than the established rate for the applicable position.

A \$.20 per hour night shift differential will be paid to custodial personnel who begin a shift at 9:00 p.m. or later, or for all scheduled hours of custodial personnel whose regular weekly shift includes Saturdays and Sundays.

A \$.20 per hour differential will be paid to employees up through Grade 5 who hold required licenses, permits or certificates as set forth in Appendix B.

Effective July 1, 2001 part time and full time members of the bargaining unit working in positions in the same grade shall receive the same hourly wage rate.

On July 1, 2011 all employees shall be paid a lump sum of \$225.00.

On July 1, 2012 all employees shall be paid a lump sum of \$225.00.

Lump sums shall be added to the base salary for the purposes of calculation of overtime rates, as indicated in the schedule below.

**OVERTIME WAGE RATES (TIME AND ONE HALF)**

	<u>July 1, 2011</u>	<u>July 1, 2012</u>
Grade 1	\$24.10	\$24.26
Grade 2	\$27.46	\$27.62
Grade 3	\$32.58	\$32.74
Grade 4	\$32.77	\$32.93
Grade 5	\$33.63	\$33.79
Grade 6	\$34.72	\$34.88

**APPENDIX D**  
**OFFICIAL GRIEVANCE FORM**

**APPENDIX E**

**DUES DEDUCTION FORM**

**APPENDIX E-1**

**AGENCY FEE DEDUCTION FORM**

**APPENDIX F**

**DENTAL INSURANCE SCHEDULE OF BENEFITS**

Coverage A - 100%

**Diagnostic:**

Initial examination

Examinations once in a 6 month period

X-Rays - full-mouth/panorex X-rays once in a 3 year period, bitewing X-rays once each 12 month period, X-rays of individual teeth as necessary

**Preventive:**

Cleanings once in a 6 month period

Flouride once in a 12 month period to age 19

Space maintainers

Coverage B - 60%

**Restorative:**

Fillings

**Oral Surgery:**

Surgical and routine extractions

**Endodontics:**

Root canal therapy

**Periodontics:**

Treatment of gum disease

\*Periodontal prophylaxis (cleaning)

**Denture Repair:**

Repair of removable denture

**Emergency Treatment**

\*Note: Only one cleaning is covered in a 6 month period. This can be routine (Coverage A) or Periodontal, but not both.

Contract Year Maximum: \$750 per person per contract year.

## **APPENDIX G**

### **FAMILY MEDICAL LEAVE**

#### **FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)**

##### **Board of Education Policy:**

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 any Collective Bargaining Agreement or Board voted leave policy. 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 any Collective Bargaining Agreement or Board voted leave policy only to the extent and for the duration required by statute.

##### **Who is eligible for FMLA leave?**

Employees who worked 1,250 hours during the preceding 12 month period and who have been employed for at least 12 months.

##### **What are the entitlements under an FMLA leave?**

Entitlement for a total of 12 workweeks of leave during any 12-month period for any one or more of the following:

1. Childbirth and care during child's first year;
2. Adoption or placement of a foster child during first year after adoption/placement;
3. Serious health condition of child under 18 or 18 and older if incapable of self-care because of mental or physical disability, spouse or parent (not in-laws);
4. Serious health condition of employee.

If both you and your spouse work for the District, the combined total of FMLA leave for birth or placement for adoption or foster care is 12 weeks during any 12-month period.

Intermittent or reduced work schedule allowed under (3) and (4) above, if medically necessary. Intermittent or reduced work schedules will not be allowed for childbirth/child care or adoption or placement of a foster child. Leave increments are limited to no less than ½ day for salaried employees and ¼ hour for hourly paid employees.

Return to same or equivalent position at conclusion of leave.

Health, dental and vision insurance, provided directly through the District, may be continued during FMLA leave on the same basis as if you were in an active status.

##### **What is a "serious health condition"?**

Illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider. Where inpatient care is not involved, regulations require that the absence from work, or from school or incapacity in performing other daily activities in the case of a family member, be for a period of three days in addition to requiring the continuing treatment of a health care provider.

**What is the definition of “continuing treatment”?**

Two or more visits to a health care provider, two or more treatments by a health care practitioner on referral from, or under the direction of a health care provider, or a single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.

**How is the “12 month period” determined?**

The 12-month period will be the 12-month period measured forward from the date you begin your first FMLA leave.

**What are my obligations?**

You must give 30 days advance notice to take unpaid FMLA leave when it is foreseeable for the birth or placement of a child for adoption or for planned medical treatment. If it is not foreseeable, you must give notice as soon as practicable, ordinarily within one or two workdays. Oral notice is acceptable. Where there is a provision in the applicable Collective Bargaining Agreement or Board approved leave policy governing notice, the notice shall be the time period as provided under FMLA regulations or under the aforementioned whichever is less.

When planning medical treatment, you are required to make a reasonable effort to schedule the leave so as not to unduly disrupt the District operations.

In cases where the leave is foreseeable, the District may deny FMLA leave until the required notice period elapses.

You will be required to provide medical certification on a form available through the District Human Resources Office for leaves for the serious health condition of your child, spouse, parent or you. Such medical certification must be received within 15 calendar days after the request is made, unless it is not practicable under the circumstances to do so. The District, at its discretion, may require second or third medical opinions pursuant to FMLA at the District’s expense. You may be required, at the District’s discretion, to provide “recertification” of medical conditions.

**Will my health, dental and vision insurance be continued during an FMLA leave?**

During the 12 weeks of an FMLA leave, health, dental and vision insurance, provided directly through the District, may be retained. The District will continue to pay the same amount toward the premiums as it does when you are in an active status through the end of the month in which the FMLA leave concludes. At such time as you no longer receive a paycheck that would allow a deduction for your insurance, you must pay your share of any premium by the 15<sup>th</sup> of each month proceeding the covered month. If the premium is not received within 30 days of that date, the insurance will be terminated immediately without further notice. Checks in the amount of your share of the premium should be made out to the City of Nashua. Please note that if you are granted an unpaid leave which extends beyond the 12 weeks of an FMLA leave, you will be required, at the conclusion of the month in which the FMLA leave ends, to pay the full premium for any insurance you elect to continue during your leave. The 30-day grace period provided under FMLA will not be operative, i.e., you must make the premium payment on the 15<sup>th</sup> of the month or your insurance will be terminated.

The District may recover any insurance premiums paid on your behalf during any unpaid portion of an FMLA leave, if you fail to return from the FMLA leave (or any extension of a leave granted by the Board of Education), or if you fail to stay 30 calendar days, unless the reason you fail to return is due to:

- The continuation, recurrence or onset of a serious health condition which would entitle you to leave under FMLA; or
- Other circumstances beyond your control, such as relocation to another area or layoff.

**How will accrued sick, personal, or vacation leave be treated?**

You will be required to use any applicable accrued leave time consistent with the applicable Collective Bargaining Agreement or Board approved leave policy. The District will designate paid leave as FMLA leave where such paid leave is covered under the provisions of FMLA. Such paid leave shall count against your total FMLA leave entitlement.

**How will I be reinstated at the conclusion of an FMLA leave?**

The District may require periodic updates concerning your intent to return to work consistent with any provisions of the applicable Collective Bargaining Agreement or Board approved leave policy.

When the FMLA leave is because of your own serious health condition, the District will require a statement from your physician that you are physically able to resume work.

You will be returned to the same or equivalent position at the conclusion of an FMLA leave except for the following:

- You would not otherwise have been employed at the time reinstatement is requested, for example, if there is a reduction in force, or:
- You were hired for a specific term.

Should you be granted an unpaid leave, which extends beyond the period of an FMLA leave, you will be subject to the provisions of the applicable Collective Bargaining Agreement or Board policy with respect to reinstatement.

The District will reinstate “key employees” on the same basis as other employees.

Teachers engaged in instruction will be required to continue FMLA leaves until the end of a semester pursuant to FMLA regulations or in accordance with the provisions of the Collective Bargaining Agreement, whichever return date is the earliest. Leaves, which extend beyond the FMLA leave, will be subject to the provisions of the applicable Collective Bargaining Agreement or Board approved policy.

The FMLA regulations for return from FMLA leaves occasioned by childbirth and care during a child’s first year; adoption or placement of foster child during the first year after adoption/placement; or the serious health condition of a child under 18 or 18 and older if incapable of self-care because of mental or physical disability, spouse or parent (not in-laws) are as follows:

- Teachers who begin a leave more than 5 weeks prior to the end of a semester may be required to continue taking leave until the end of the semester if the leave is of at least 3 weeks duration and the return would occur during the 3 weeks before the end of the term;
- If the leave commences less than 5 weeks prior to the end of the semester, the teacher may be required to continue taking the leave until the end of the semester if the leave is greater than 2 weeks duration and the return would occur during the 2 week period before the end of the semester;

- If the leave commences less than 3 weeks prior to the end of the semester, the teacher may be required to continue taking the leave until the end of the semester if the leave is greater than 5 working days.

Please contact Human Resources, if you have any questions concerning an FMLA leave.

## **Definitions**

The following definitions shall govern this policy:

*Healthcare Provider means* a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a dislocation as demonstrated by x-ray to exist) authorized to practice in the state and performing within the scope of their practice as defined under state law; nurse practitioners, nurse-midwives, and clinical social workers who are authorized to practice in the state and performing within the scope of their practice as defined under state law; Christian Science practitioners; and any other healthcare provider from whom the District or a group health plan's will accept certification of the existence of a serious health condition.

*Intermittent Leave means* leave taken in separate periods of time due to a single illness or injury, rather than leave taken for one continuous period of time; intermittent leave may include leave of periods from an hour or more to several weeks. Examples of intermittent leave include leave taken on an occasional basis for medical appointments or leave taken for several days at a time spread over a period of six (6) months, such as for chemotherapy.

*Parent means* the biological parent of an employee or an individual who stood in *loco parentis* (in the place of a parent; instead of a parent; and charged with a parent's rights, duties, and responsibilities) to an employee when the employee was a minor.

*Reduced-Leave Schedule means* a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

*Serious Health Condition means* an illness, injury, impairment, or physical or mental condition that involves:

(1) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or

(2) Continuing treatment by a healthcare provider. A serious health condition involving continuing treatment by a healthcare provider includes:

- a) A period of incapacity of more than three (3) consecutive calendar days, including any subsequent treatment or period of incapacity relating to the same condition that involves:

- 1) Treatment two (2) or more times by a healthcare provider, by a nurse or Physician's Assistant under direct supervision of a healthcare provider, or by a provider of healthcare services (e.g., physical therapist) under orders of, or on referral by, a healthcare provider; or
  - 2) Treatment by a healthcare provider on at least one (1) occasion that results in a regimen of continuing treatment under the supervision of a healthcare provider.
- b) Any period of incapacity due to pregnancy or for prenatal care.
  - c) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.
  - d) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a healthcare provider (e.g., Alzheimer's disease, severe stroke, terminal stages of a disease, etc.).
  - e) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a healthcare provider or by a provider of healthcare services under orders of, or on referral by, a healthcare provider, either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

Family member incapacity includes the inability to attend school or perform other regular daily activities.

Substance abuse may be a "serious health condition" if the conditions set forth above are satisfied; however, FMLA leave may be taken by the employee for substance abuse treatment rendered only by a healthcare provider or by a provider of healthcare services on referral by a healthcare provider. Absence that results from the employee's use of the substance, as opposed to treatment for substance abuse, does not qualify for FMLA leave.

Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions," unless inpatient hospital care is required or unless complications develop.

Conditions such as the common cold, flu, earaches, upset stomach, minor ulcers, headaches (other than migraine headaches), routine dental or orthodontia problems, and periodontal disease are not "serious health conditions," unless complications develop.

**APPENDIX H**

**SHORT TERM DISABILITY INCOME PROTECTION INSURANCE**

Short Term Disability (STD). Full time employees covered by this agreement who have been employed with the City for three (3) years on an uninterrupted basis except by reason of layoff, on the job injury or approved leave of absence, shall be covered for long term disability under a policy of insurance, the premium for which is to be fully paid by the City, subject to such eligibility requirements and other terms and conditions as the carrier may establish. The City reserves the right to change long term disability insurers to another commercially available program having overall comparability of coverage to that currently in effect on the date of execution hereof, or self insure said coverage. Employees are encouraged to maintain adequate sick and vacation balances to cover the elimination period for the long term disability benefit in the event a claim is made.

**Plan Description:**

**Weekly Benefit:** 60% of weekly earnings to a maximum benefit of \$1,500 per week

**Definition of Disability:** Residual Disability

**Elimination Period:** - Injury: 7 days  
- Sickness: 7 days

**Benefit Duration:** 25 weeks

**Standard Plan Features Included in Quote:**

- Rehabilitation and Return to Work Assistance Program
- Guaranteed Insurability
- Full Maternity Benefits
- Minimum Weekly Benefit of \$25
- 12 Month Rehire Provision
- Standard Exclusions
- Comparative Reporting and Analysis

**Optional Plan Features Included in Quote:**

- 30 Day Recurrent Disability

### **General Information Regarding Benefit Taxability:**

**In general, the STD weekly payment will be taxable:**

- If the Employer pays the premiums and employees' salaries are not grossed-up to include premiums as taxable income.
- If the Employees pay premiums with pre-tax dollars.
- If Employees share payments of premiums with the employer, a portion of the benefits will be taxed.

**In general, the STD weekly payment will not be taxable:**

- If Employees pay premiums with post-tax dollars.
- If the Employer pays the premiums and employees' salaries are grossed-up to include premiums as taxable income.

**APPENDIX I**

**LONG TERM DISABILITY INCOME PROTECTION INSURANCE**

Long Term Disability (LTD). Full time employees covered by this agreement who have been employed with the City for three (3) years on an uninterrupted basis except by reason of layoff, on the job injury or approve leave of absence, shall be covered for long term disability under a policy of insurance, the premium for which is to be fully paid by the City, subject to such eligibility requirements and other terms and conditions as the carrier may establish. The City reserves the right to change long term disability insurers to another commercially available program having overall comparability of coverage to that currently in effect on the date of execution hereof, or self insure said coverage. Employees are encouraged to maintain adequate sick and vacation balances to cover the elimination period for the long term disability benefit in the event a claim is made.

**Unum's Group Long Term Disability Income Protection Offering is designed to help the employer:**

- Provide sound financial protection in the event of a disability
- Increase productivity and performance
- Meet diverse employee needs at every life stage
- Attract and retain skilled employees

**Plan Description:**

**Monthly Benefit:** 60% of monthly earnings to a maximum benefit of \$5,000 per month.

**Definition of Disability:**

- 2 Year Regular Occupation
- Zero-Day Residual
- Accelerated Elimination Period
- Work Incentive Benefit during the first 12 months of disability payments

**Elimination Period:**

- 180 Days
- 30 Day Accumulation Feature

**Benefit Duration:** To age 65/Reducing Benefit Duration (ADEA I)

**Social Security Integration:** Primary and family

**General Information Regarding Benefit Taxability:**

In general, the LTD monthly payment will be taxable:

- If the Employer pays the premiums and employees' salaries are not grossed-up to include premiums as taxable income.
- If the Employees pay premiums with **pre-tax** dollars.
- If Employees share payments of premiums with the employer, a portion of the benefits will be taxed.

In general, the LTD monthly payment will not be taxable:

- If Employees pay premiums with **post-tax** dollars.
- **If the Employer pays the premiums and employees' salaries are grossed-up to include premiums as taxable income.**

**SIDEBAR**

**AGREEMENT ON OFF-SCALE HOURLY RATE INCREASES**

The Nashua Board of Education and the Nashua School Custodian Union, Local 365/Council 93, AFSCME, 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 rate above the appropriate pay rate, as provided in this and prior negotiated agreements, shall receive the annual percentage increase in their hourly wage rates consistent with the agreed upon annual percentage increases for this Collective Bargaining Unit.

Nashua Board of Education

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President, Nashua Board of Education

Nashua School Custodial Union, Local 365/Council 93, AFSCME, AFL-CIO

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chapter Chair, Local 365/Council 93, AFSCME, AFL-CIO

**Nashua School District  
AFSCME Contract Analysis (2011-2013)**

<u>Line No.</u>	<u>Description</u>	<u>General Fund</u>		
		<u>Base</u>	<u>FY12</u>	<u>FY13</u>
		<u>FY11</u>		
1	Number of Employees in Analysis	134	134	134
2				
3	<b>Base Pay Calculations</b>			
4	Base Pay Calculations (.6% increase each year)	\$ 4,820,616	\$ 4,820,616	\$ 4,850,766
5	Projected Pay Increases (See notes)		30,150	30,150
6				
7	<b>Total Base Pay</b>	<u>\$ 4,820,616</u>	<u>\$ 4,850,766</u>	<u>\$ 4,880,916</u>
8	<b>\$ Change over Prior Year</b>		\$ 30,150	\$ 30,150
9	<b>Real Annual % Increase over Prior Year</b>		0.63%	0.62%
10				
11	<b>Other Salary Costs</b>			
12	Additional Hours (Assumes 10% reduction in FY 2012) (See notes)	\$ 244,646	\$ 220,181	\$ 221,502
13	Longevity (Assumes no staff turnover)	26,000	28,080	30,326
14	Educational Benefits	1,000	1,000	1,000
15	<b>Total Other Salary Costs</b>	<u>\$ 271,646</u>	<u>\$ 249,261</u>	<u>\$ 252,829</u>
16	<b>\$ Change over Prior Year</b>		\$ (22,385)	\$ 3,567
17	<b>Real Annual Increase over Prior Year</b>		-8.24%	1.43%
18				
19	<b>Total Base Pay and Other Salary Costs</b>	<u>\$ 5,092,262</u>	<u>\$ 5,100,027</u>	<u>\$ 5,133,745</u>
20	<b>\$ Change over Prior Year</b>		<u>\$ 7,765</u>	<u>\$ 33,717</u>
21	<b>% Change over Prior Year</b>		0.15%	0.66%
22				
23				
24	<b>Retirement Costs</b>			
25	Pension Group 1 Employees (FY12- 11.09% for 1 mth, 8.80% for 11 mths FY13- 8.80%)	\$ 466,451	\$ 458,492	\$ 451,770
26	FICA and Medicare @ 7.65%	389,558	390,152	392,731
27	<b>Total Retirement Costs</b>	<u>\$ 856,009</u>	<u>\$ 848,645</u>	<u>\$ 844,501</u>
28	<b>\$ Change over Prior Year</b>		\$ (7,365)	\$ (4,144)
29	<b>% Change over Prior Year</b>		-0.86%	-0.48%
30				
31	<b>Insurance Benefits Costs</b>			
32	Medical Insurance Benefits (Assumes 11% increases in FY12 and FY13)	\$ 1,689,420	\$ 1,875,256	\$ 2,081,534
33	Less: Employee Contributions to Medical (Assumes 10% Contribution Rate Increase in FY12)	(\$168,942)	(\$378,434)	(\$420,062)
34	Less: Plan Design Changes (Assumes 6.8% of Medical Costs)	\$0	\$0	(\$114,535)
35	<b>Subtotal Medical Costs to City</b>	<u>\$ 1,520,478</u>	<u>\$ 1,496,822</u>	<u>\$ 1,546,937</u>
36	Dental Insurance costs (Assumes 3% increase in FY 2013)	\$ 45,527	\$ 45,527	\$ 46,693
37	Life Insurance	\$ 2,786	\$ 2,786	\$ 2,786
38	Short Term Disability	\$ 26,520	\$ 28,000	\$ 28,000
39	Long Term Disability	<u>\$ 23,000</u>	<u>\$ 23,000</u>	<u>\$ 23,000</u>
40	<b>Total Insurance Benefits</b>	<u>\$ 1,618,311</u>	<u>\$ 1,596,135</u>	<u>\$ 1,647,616</u>
41	<b>\$ Change over Prior Year</b>		<u>\$ (22,176)</u>	<u>\$ 51,481</u>
42	<b>% Change over Prior Year</b>		-1.37%	3.23%
43				
44	<b>Total Costs</b>	<u>\$ 7,566,582</u>	<u>\$ 7,544,807</u>	<u>\$ 7,625,862</u>
45	<b>\$ Change over Prior Year</b>		\$ (21,775)	\$ 81,055
46	<b>% Change over Prior Year</b>		-0.29%	1.07%
47				
48	<b>Average Annual Total Compensation Package</b>	\$ 56,467	\$ 56,305	\$ 56,909
49	<b>Average Annual Increase per Employee</b>		\$ (163)	\$ 605
50	<b>Average Percentage Increase per Employee</b>		-0.29%	1.07%
51				
52	<b>Notes:</b>			
53	Additional hours includes Biddy Basketball			
54	Base pay increases include lump sum payments of \$225 on 7/1/11 and \$225 on 7/1/12			

**TO:** Board of Education  
**FROM:** Mark Conrad, Superintendent of Schools  
**DATE:** August 10, 2011  
**SUBJECT:** AFSCME Contract Approval

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At your Board of Education meeting on August 15<sup>th</sup> you will be asked to approve a new two-year custodial contract for 2011-2013. A marked-up copy of the contract and a costing sheet are attached for your review. These should be considered confidential until such time as the contract is approved by the Board of Education.

Salient changes to this contract include the following:

1. There is a salary increase of 0.6% in each year of the contract. (This contract does not have steps.)
2. There are revisions in health insurance cost sharing and plan design consistent with other recently-approved district contracts. Changes in health insurance cost sharing will be retroactive back to July 1, 2011. Changes in the plan design will take place July 1, 2012, or earlier if eight City or School District bargaining units agree to like changes.
3. Transfers within a job title will now be decided based solely on seniority, but seniority has been removed as a factor in promotions and transfers to different job titles (Articles 9.2 and 9.3).
4. One custodian from each school may now be temporarily re-assigned to another school during school vacation periods or emergencies (Article 9.6).
5. Sidebar agreements signed by the administration and AFSCME over the years have been incorporated into the contract. These include benefits for school-year employees; volunteering and subcontracting (Article V); allocation of overtime (Article 10.8); and after-hours facility coverage (Article 10.9).
6. In lieu of overtime for facility coverage after regular school hours employees may elect to accrue compensatory time, and the staffing requirement for weekday events with food and up to 40 attendees has been eliminated (Articles 10.9 and 10.10).
7. For purposes of bereavement leave, "immediate family" now includes brother-in-law and sister-in-law (Article 16.1).
8. No vacation time shall be taken seven days before or after the first day of school (Article 13.2).

**AGREEMENT**

**BETWEEN THE**

**NASHUA BOARD OF EDUCATION**

**AND THE**

**NASHUA SCHOOL CUSTODIAN UNION**

**LOCAL 365/COUNCIL 93, AFSCME, AFL-CIO**

**July 1, 2006(2011)**

**Through**

**June 30, 2011(2012)**

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**ARTICLE I**

**AGREEMENT**

- 1.1 This is a collective bargaining agreement made and entered into by the Nashua School District, Nashua, New Hampshire, (hereinafter called the District) and Local 365/Council 93 of the American Federation of State, County and Municipal Employees, AFL-CIO, School District employees as certified in P.E.L.R.B. Case #A-0424 and as specified in Article II of this Agreement (hereinafter called the Union).

**ARTICLE II**

**RECOGNITION**

- 2.1 When used in this agreement, the word "employee" means any member of the above bargaining unit who is a member of the Union, and has successfully completed the probationary period as provided in Article 7.1.
- 2.2 The District hereby recognizes that the Union is the sole and exclusive representative of all full-time and part-time custodians and maintenance personnel with the exception of the Director of Plant Operations; the Assistant Directors of Plant Operations; the Office Manager; and the Custodial Supervisor.

"Full-time" means a regular schedule of 35 hours or more per calendar week.

"Part-time" means a regular schedule of less than 35 hours per calendar week.

"School Year" means a regular schedule of 35 hours or more per calendar week limited to no more than 185 days per school year, with the exception of the individual(s) working during summer school. This term shall be limited to the classifications of Security Monitor and Security Guard.

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**ARTICLE III**

**DUES DEDUCTION**

- 3.1 Upon individually written authorization by each employee and approved by the Union Representative, the District agrees to deduct from each employee so authorized, the current Union dues, as certified to the District by the Treasurer of the Union, and deliver the same, along with a list of who have paid said dues 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 month. Employees will be able to revoke their authorization only between July 1 and July 15 of any fiscal year. The form of the authorization is shown as Appendix E to this Agreement. The District will notify the Union of any employee's intent to drop out of the Union.
- 3.2 Any employee who chooses not to join the Union must, as a condition of employment with the District, pay an agency fee to be determined by the Union in accordance with state and federal law. Such fee is to be paid in the same manner as Union dues as provided in Section 3.1 above. Such a representation fee shall commence thirty (30) calendar days from the date of eligibility to join the Union or the effective date of this agreement, whichever is later.
- 3.3 The Union will hold the District harmless from any disputes between the Union and its members relative to the deduction of dues. The District shall have no obligation to collect dues 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 interests of the taxpayers of the Nashua School District. Furthermore, The Union will hold harmless and indemnify the School District and intervene in and defend any court litigation concerning the propriety of a termination for failure to pay the representation fee. In such litigation, the District shall have no obligation to defend the termination.
- 3.4 The District agrees that there shall be no discrimination, interference, restraint or coercion by the District or any of its authorized agents, against any employee because of membership in the Union or because of presenting a grievance or against any employee who may represent others in the discharge of his/her duties as a member of any committee of the Union.

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**ARTICLE IV**

**WORK POLICY AND REGULATIONS**

- 4.1 The District may adopt rules for its operation and the conduct of its employees provided such rules do not conflict with any of the provisions of this agreement.
- 4.2 In justice and fairness to the District and the taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties. It is also agreed that no Union business will be transacted on District time except as permitted by law.
- 4.3 It shall be the responsibility of all employees having custody of or assigned to operate any equipment or property to see to it that it is properly cared for, kept clean and returned to its proper place of storage at quitting time. No District owned vehicle will be used by any District employee for other than District business.
- 4.4 The District shall provide space on custodial and maintenance bulletin boards for notices from Union Officers and Stewards to its members provided the notices are in good taste and provided that such notices shall not relate to local, state, or national political matters. The provision related to political matters shall not apply to internal Union elections.
- 4.5 4.4 The District will provide the Union with a copy of all current job descriptions for each grade within the bargaining unit.

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**Disciplinary Procedures**

- 4.56 The District has the right to discipline or discharge employees for just cause. All disciplinary actions, including discharge, shall be consistent with the infraction for which the action is taken.
- 4.6 7 Disciplinary actions shall normally follow this order:
- A. Verbal warning;
  - B. Written Warning;
  - C. Suspension without pay;
  - D. Discharge.
- The District may deviate from the above when the occasion or severity of the offense warrants.
- 4.7 8 Any employee may be suspended or discharged for reasons which shall include but not be limited to the following:
- a. Misconduct during employment;
  - b. Incompetency or inefficiency;
  - c. Failure to perform assigned duties;
  - d. Disobedience of a superior;
  - e. Using on the job or reporting to work while under the influence of alcohol or illicit or illegal drugs;
  - f. Conviction of a felony;
  - g. Failure to observe rules or regulations;
  - h. Incompatibility with other employees;
  - i. Unauthorized tardiness or absence from duty;
  - j. Knowingly submitting false reports;
  - k. Damaging equipment through negligence or carelessness.
- 4.8 9 In the event of a written or verbal warning, suspension or discharge, the District will state in writing to the employee and the Union the reasons for the action taken. A copy of said statement shall be delivered to the employee and the Union Steward within 24 hours of the action or by the close of the next regularly scheduled business day whichever shall occur later. Employees may elect to have a Union representative present when an employee is to receive disciplinary action in the form of a written or verbal warning, suspension or discharge.

4.9 4.10 Employees may examine their own personnel files, upon request, at reasonable times and with reasonable notice, under the direct supervision of the employer.

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4.10 Employees shall have the right to answer any materials filed. The employee's answer shall be reviewed by the Chief Operating Officer, and be attached to the employee's personnel file. (RSA 275:56)

#### ARTICLE V

##### PROTECTION OF CITY PROPERTY AND EQUIPMENT VOLUNTEERING AND SUB CONTRACTING

5.1 A. It shall be the responsibility of all employees having custody of or assigned to operate any equipment or property to see to it that it is properly cared for, kept clean and returned to its proper place of storage at quitting time. No District owned vehicle will be used by any District employee for other than District business. Prior to the approval of a volunteer project the Union and Management shall meet and confer on all requests for volunteer project approval. The Union designated committee shall include a representative from the classification(s) which normally do the work involved in the project request and one union representative. The extent of the activity by volunteers shall be established by this committee. Once an approach (e.g. hours, coverage, etc.) to a project has been approved by the Committee, similar future projects with the same approach will be approved by the Director of Plant Operations or designee. If Labor and Management cannot agree on a volunteer project request within five (5) working days, the request will be brought to the next meeting of the Joint Labor-Management Committee for discussion.

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B. The Union shall be apprised five (5) days in advance of any approved volunteer project, including the location and description of the project, number of volunteers, and anticipated date(s) for completion.

C. Unpaid volunteers include students, parents, community members, and District employees (outside this bargaining unit) who are working outside of their normal hours of work without compensation. It is agreed that volunteers will not displace any bargaining unit employees.

D. If access to the school is required beyond normal working hours (regularly scheduled shifts) a custodian will be assigned to open and close the school, and clean up any spaces utilized. The District shall have the right to assign other work (related to their job description) to the Union member while on overtime, as time allows during the event. It is understood that covering the event is the top priority.

E. Employees may be assigned to monitor and work with the assistance of volunteers based on the nature of the activity and the amount of volunteers.

F. The Director of Plant Operations will assure that all necessary permits have been obtained before work begins.

5.2 A. The District agrees there will be no layoffs, demotions or involuntary transfers as a result of contracting out work. Regardless of subcontracting, in the event of any layoff within a classification, the District shall cease to utilize any subcontractor for work specific to that classification except for work identified on the master list or previously agreed upon contracted projects, until such time the staffing levels return to the pre-layoff levels. The Director of Plant Operations shall maintain a master list, initiated by both parties, with mutually agreed-upon work that has been historically subcontracted out. Work on the master list shall not be assigned to bargaining unit employees to complete.

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B. 1. The District shall present the work it is contemplating to subcontract in a reasonable period in advance and not delay the work so the volume of work is anything but for unforeseen circumstances. The Union shall respond in five (5) working days or the District shall proceed with subcontracting the work.

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2. The District shall identify the primary classification in accordance with the bargaining unit job description that it believes will be used in the work to be discussed. If the work will be completed on overtime, the District will post the overtime opportunity upon notice from the Union under Section B.1. above and the Union shall have

the opportunity to survey the work force for interest and availability. If the agreed upon necessary workforce is not available by the mutually agreed upon date, then the District may contract out.

3. When bargaining unit employees are done work which was initially contemplated to be subcontracted, custodial staffing of the building shall be subject to an agreement by the parties. Any agreement on building coverage based on the previous sentence shall not be used outside of this process.

C. Should any work be contemplated to contract out, the District and the Union agree the following procedure shall occur prior to subcontracting:

1. Step One – The Union will designate one Union member. The Director of Plant Operations will advise this member of the work it is contemplating contracting out. A discussion as to whether or not bargaining unit members can complete the work shall occur. If an agreement cannot be reached and the District still desires to subcontract said work, the parties shall proceed to Step Two.
2. Step Two – The District shall bring the proposed work to the next scheduled joint labor-management committee meeting for discussion. If an agreement cannot be reached and the District still desires to subcontract said work, the parties shall proceed to Step Three.
3. Step Three – The parties shall mutually agree on an arbitrator to decide if the work is bargaining unit work or not. The basis for consideration shall be the job descriptions for all classifications, the scope of the bargaining unit work, as well as prior grievance decisions and/or grievance settlements. Over time shall not be a factor in considering if the work is bargaining unit work or not. The District may subcontract out the work prior to arbitration; however, the subcontracting of the work cannot be used as consideration for the arbitrator's decision and the District understands that an arbitrator's decision that the work should have been done in-house will require the District to pay bargaining unit members for work already performed.
4. The Arbitrator's decision shall be final and binding on the parties. The arbitration shall be in accordance with AAA rules. The cost of the arbitration shall be borne equally by both parties.

## ARTICLE VI

### GRIEVANCE PROCEDURE

- 6.1 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 this Agreement. All such grievances will be handled as provided in this article.
- 6.2 A grievance must be filed within ten (10) working days of its occurrence or within ten (10) days of the date the employee, by reasonable diligence, should have known of its occurrence. The grievance must be submitted to the next step within the time limits provided or it will be considered settled. A grievance once settled at any one of the following steps shall not be further subject to the grievance procedure.
- 6.3 Grievances shall be processed in the following manner:
  - Step 1 The grievance must be presented, in writing, on forms as provided in Appendix D. The grievant shall discuss the grievance with the Director of Plant Operations, or his/her designee and the Union representative. A decision shall be rendered within ten (10) working days.
  - Step 2 An unfavorable decision under Step 1 may be appealed to the Chief Operating Officer within ten (10) working days. The appeal must be in writing on the grievance form as provided in Appendix D. The Chief Operating Officer shall render a decision within ten (10) working days.
  - Step 3 An unfavorable decision under Step 2 may be appealed to the Superintendent within ten (10) working days. The Superintendent shall render a decision within ten (10) working days.
  - Step 4 An unfavorable decision under Step 3 may be appealed to the Board of Education within ten (10) working days. The Board shall render a decision within twenty (20) working days.

**Step 5** An unfavorable decision under Step 4 may be appealed to the New Hampshire Public Employees Labor Relations Board within twenty (20) working days. The decision of the appointed arbitrator will be final and binding and the cost of the arbitrator will be shared equally by both parties.

**6.4** **Grievance Mediation:** Either party may submit to the other a request for Grievance Mediation. Grievance Mediation can only take place by mutual agreement at any time during the grievance procedure. The parties agree Federal Mediation and Conciliation Service shall be used as a facilitator for cost effectiveness. This does not preclude mediation occurring the day of arbitration nor using the arbitrator as the facilitator. Should Grievance Mediation occur, the parties shall agree to a time extension for the following steps.

**6.5** Failure of the administration to render a decision within the time limits shall permit the grievant to proceed to the next step. The grievant shall continue to observe the rules and regulations of the District while the grievance is pending. A grievant shall have all rights provided by RSA 273-A relative to the processing of grievances.

## ARTICLE VII

### PROBATIONARY PERIOD

- 7.1 The first ninety (90) calendar days of regular employment on an uninterrupted basis, except by reason of layoff or approved leave of absence or the summer break for "part-time" employees, is established as a probationary period. The District may extend the probationary period for such additional days as the employee has taken authorized sick or other leave.
- 7.2 The provisions of this Agreement do not apply to any employee who has not successfully completed the probationary period described above.
- 7.3 The District may terminate a newly hired person from employment within the probationary period. Terminations under this Article VII shall not be grievable.
- 7.4 A probationary employee who would otherwise be eligible for the benefits of this Agreement, but for the fact that the probationary employee has not completed the probationary period, shall be entitled only to the following:
- (1) Medical Insurance  
After thirty (30) calendar days of active employment, eligible probationary employees shall have the option to become members of the bargaining unit's group medical insurance program as provided in Article 17.1 of this Agreement, subject to the rules of the insurance carrier regarding eligibility and payment of premiums. In the event a probationary employee becomes entitled to become a member of the medical insurance program subsequent to the date employee contribution deductions are made, in order to receive insurance coverage commencing the first day of the month following the completion of thirty days of active employment, the employee must furnish the employee's contribution to the medical insurance program to the District prior to the 25th day of the prior month.
  - (2) Vacation Leave  
An eligible probationary employee shall be entitled to accrue vacation leave commencing with the date of employment, in accordance with Article XIII, but shall not receive vacation pay until satisfactory completion of the probationary period. Such vacation pay shall not be paid retroactively.
  - (3) Sick Leave  
After satisfactory completion of the probationary period, eligible employees shall be entitled to sick leave pay in accordance with Article XIV. Such sick leave pay shall not be paid retroactively.
  - (4) Life Insurance  
Eligible employees shall be entitled to group life insurance as provided in Article 18.1 after satisfactory completion of thirty (30) calendar days of active employment. Such group life insurance shall commence on the first day of the month following the completion of the thirty (30) calendar days.
  - (5) Pension  
After the completion of the probationary period, eligible employees shall be entitled to participation in the New Hampshire Retirement System in accordance with the rules and regulations of the New Hampshire Retirement System and applicable statutes as may be amended from time to time.
  - (6) Paid Holidays  
Eligible employees shall be entitled to paid holidays as provided in Article XII after satisfactory completion of thirty (30) calendar days of active employment.
- 7.5 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, if eligible, be entitled to the benefits specified in paragraph 7.4 above, notwithstanding the fact that active employment may have been served in more than one position.

## ARTICLE VIII

### SENIORITY

8.1 An employee's seniority shall commence with the hiring date and continue so long as he/she is employed by the District.

8.2 An employee shall lose his/her seniority for, but not limited to the following reasons:  
(a) If an employee is discharged and if such discharge is not overruled by an appropriate authority;  
(b) If he/she resigns.

8.3 When the term "seniority" appears in this Agreement, it shall mean priority over or preference because of length of service. In the event of authorized paid leave granted pursuant to this contract, the employee on such paid leave shall continue to accrue length of service. In the event of authorized unpaid leave, or layoff, the employee shall retain such length of service as was accrued on the date of the authorized unpaid leave or layoff on return to active employment, but shall commence further accrual only upon such return and shall not accrue length of service during such leave or layoff period. In all other cases of interruption of service, the employee shall lose all accrued length of service.

The District shall prepare and give the Union, once each school year, on or before September first, a seniority list, which indicates the seniority status of all members of the bargaining unit. ~~Separate seniority lists shall be provided for full-time, part-time and school year employees.~~

8.4 There shall be two types of seniority:  
(a) District seniority;  
(b) Classification seniority.

District seniority shall relate to the seniority of an employee as an employee of the district.

Classification seniority shall relate to the seniority of an employee as an employee in a particular job title as listed in Appendix A.

8.5 Classification seniority shall be the type considered in matters concerning transfers as set forth in Article IX. District seniority shall be the type considered in matters concerning promotions as set forth in Article IX.

8.6 Until an employee has served the 90-day initial probationary period, the employee shall have no seniority status, and may be discharged or laid off with or without cause, and such discharge or layoff shall not be subject to the grievance procedure.

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**ARTICLE IX**

**PROMOTIONS AND TRANSFERS/FILLING VACANCIES**

9.1 The District reserves to itself and shall have the right to make promotions and transfers primarily on the basis of ability and performance of duty, but shall be governed by seniority where equal ability and performance of duty have been demonstrated.

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9.21 The District agrees that whenever a permanent job is created or a permanent vacancy occurs within the bargaining unit, the name of the school, the location, the hours of work, the name of the job, and the requirements and pay grade of the job shall be posted in all schools and all employees shall be given ten eight (108) work days to apply for the job. Appointments shall be made primarily on the basis of ability and performance of duty but shall be governed by seniority where equal ability and performance of duty have been demonstrated.

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9.2 The District shall make transfers within a job title as listed in Appendix A on the basis of classification seniority prior to awarding the position to any employee working outside of the job title.

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9.3 If a posted vacancy is not filled through the transfer process outlined in section 9.4 above, the District reserves to itself and shall have the right to fill the position solely on the basis of ability and performance of duty as determined by the District.

9.4 Employees who are not awarded a position under Section 9.3 above shall have a right to request a follow-up meeting with management to understand the reasons for not being selected for the position.

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9.35 This article shall be subject to the grievance procedure, except as noted in Section 9.8 (B) below.

9.6 One 2<sup>nd</sup> shift custodial position at each school may be designated as a district-wide custodian who may be temporarily directed to work during his or her regular shift at any location within the District for school vacation periods or emergencies, such as but not limited to water or fire damage. District-wide positions may be posted after July 1, 2011 as positions become vacant. Two existing float positions will continue to be utilized district-wide to provide coverage for custodians on leave time.

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9.7 9.4 A member of the bargaining unit who has successfully completed the probationary period described in Article 7.1 and who is transferred to or promoted to a different position of employment awarded a vacant position within the bargaining unit, shall be obliged to serve a forty-five (90 day/45) day probationary period; provided, however, that the employee shall be entitled to any benefits associated with the position immediately upon assuming the position.

9.8 A. A member of the bargaining unit who has successfully completed the initial probationary period and who is transferred to or promoted to a different position of employment awarded a vacant position within 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 to or promoted/awarded. 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 to or promoted/awarded. 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 to or promoted/awarded, 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.

B. In the event a present member of the bargaining unit is transferred to or promoted to awarded a vacant position within the bargaining unit, the District, at its sole discretion, may, within 90 forty-five (45) calendar days from the effective date of the transfer to or promotion/award of the vacant position, transfer the

employee back to the employee's former position or to another position which has the same grade and pay rate as the position from which the employee was first transferred or promoted. Transfers under this paragraph shall not be subject to the grievance procedure.

- C. Where practicable and if requested by the employee within the 90-day probationary period, a transferred employee may be returned to his/her former position if it is available by reason of its not being filled by District action.

9.09 Following the hiring of an applicant to fill a position The District shall notify the Union, in writing, of the names and pay grades of persons hired to fill new positions, promotions and transfers included in the bargaining unit. The District shall provide the Union with the names and pay grades of all members applying for a position within the bargaining unit, along with the name and, if applicable, the pay grade of the individual awarded the transfer or vacancy.

9.10 All written policy changes affecting the bargaining unit shall be provided to the Union prior to implementation. Thirty (30) days notice will be provided whenever possible. The final version of the policy change shall be posted on all Custodial bulletin boards. Both parties reserve all bargaining rights in accordance with the State statute(s).

#### ARTICLE X

#### WAGES & HOURS

- 10.1 Effective on the date of signing of this Agreement, all employees will receive salaries in accordance with Appendix C. Within 30 days of the execution of this Agreement, any retroactive pay due will be paid only to bargaining unit members who are actively employed in the District as of the effective date of the signing of this Agreement, or who retired between July 1, 2006 and the effective date of the signing of this Agreement.
- 10.2 When it becomes necessary, for any reason, to assign employees to a higher rated job on a temporary basis, the employee so assigned shall receive the higher wage rate for the temporary assignment, if the assignment is five (5) continuous work days or more. If the temporary job assignment is five (5) continuous work days or more, the increased pay rate shall be retroactive to the first day of the temporary upgrading once the employee has met the requirements for the continuous five (5) work day minimum.
- 10.3 The work week shall consist of seven (7) consecutive twenty-four (24) hour periods, commencing on Saturday Sunday and ending on Friday Saturday.
- 10.4 The normal work schedule shall consist of five (5) consecutive eight (8) hour work days. The District will establish a normal work schedule to suit the requirements of specific jobs.
- 10.5 All time worked in excess of eight (8) hours in any work day shall be paid at the rate of time and one half. All time worked in excess of forty (40) hours in any work week shall be paid at the rate of time and one half. Paid holidays jury duty, vacation time, compensatory time, and bereavement leave taken after this Agreement is executed, but no other leave, occurring during the work week shall be counted as time worked for the purpose of determining the eight (8) straight time hours.
- 10.6 It shall be the duty of all able bodied employees to make themselves available for weather-related operations and during the course of emergencies.
- 10.7 Employees who are called back to their budding after their normal hours shall to answer alarms or for other emergencies shall be compensated for time spent with a minimum of three hours at time and one-half.
- 10.8 Two lists of employees interested in overtime, one by building and one district wide. Overtime lists by category of work will be compiled every six months on July 1 and January 1. Categories of work shall include the following: custodial, events, roof snow removal, painting, and crossing guard substitution. This list of categories may be modified from time to time by mutual agreement of both parties. Employees shall notify, in writing, the Director of Plant Operations by July 1 and again by January 1 of their interest in being placed on the overtime list. Overtime

shall be offered on a rotating basis, if feasible, first to those within the building where the overtime assignment is located, and then on a district-wide basis. If an employee refuses an overtime assignment three consecutive times, the employee's name will be removed from the overtime list for the balance of the six month period for which the list was compiled. The employee removed will not be eligible for overtime reinstatement until the next six month overtime list is compiled and then, only at the written request of the employee.

- (a) Overtime will first be offered to custodians assigned to the building. This will be done on a rotating basis, so that all custodians have an equal opportunity to work overtime. The Head Custodian will oversee this process and the Plant Operations Supervisor will periodically check to assure the proper procedure is being followed.
- (b) For the purpose of this discussion, "building" means the school to which the custodians are normally assigned. Teachers, groundskeepers and the delivery people are considered assigned to the Plant Operations building and thus overtime opportunities related to maintenance, repair, construction, grounds work or deliveries, must first be offered to these individuals. Grounds, trades and delivery personnel will be offered overtime for work within their job descriptions/classifications first. Floats will be offered overtime at the school/building at which they are currently assigned. Split-position custodians will be offered overtime at the building where they normally start their shift.
- (c) Once it is determined no one within a building will accept an available overtime opportunity, the district-wide overtime list will be utilized, again on a rotating basis. Per contract language, employees will be given an opportunity to sign up for the district-wide list every six months in January and July of each calendar year. If an employee refuses overtime 3 consecutive times within the six month period, he/she will be removed from the list until the next six month period. The Plant Operations supervisor for the affected building will make the calls on the district-wide overtime list. The three refusal rule will not be applied to overtime assigned within the school building.
- (d) In those cases where employees cover an event which takes place during their normal working shift, they must add the time covering the event to the end of that day's shift. For example, if a second shift custodian covers an overtime event that lasts three hours, he/she will be expected to work from the end of their shift (10:00pm) until 1:30am. Two people working on the second shift (in the same building) can split the overtime, and both work late (for example, a three hour event split between two employees will result in both employees working one and a half hours beyond their shift).
- (e) Part Time employees will not be offered overtime to cover events. For non-event activities (e.g., cleaning), the full time employees within a building will be offered overtime first. If the full-time employees all decline the overtime, the part time employee can be offered the work on straight time, up to a maximum of 35 hours per work week.
- (f) Disciplinary measures for employees covering overtime while on their shift, but not working beyond their shift the full overtime amount, without permission from a Plant Operations Supervisor, will start with a three (3) day suspension for the first offense. Followed by termination for the second offense. No additional restitution beyond these measures will be implemented.
- (g) If an employee becomes sick while serving regular or overtime hours, they must call the Plant Operations phone/answering machine before leaving the building.

10.9 The primary purposes for school facility coverage is (1) setup, (2) security, and (3) cleanup. Plant Operations shall receive notice of all additional manpower needs relating to school facility coverage. The numbers considered in the evaluation of additional manpower for School facility coverage shall include all in attendance including teams and participants. This shall apply to the number of people in the facility at any given time (not cumulative i.e., dinners when people are eating in shifts, or several performances in a single evening). All football games shall be covered with a minimum of 1 employee with additional coverage in accordance with the chart below:

Inside School Facility

Number of Attendees	Weekday No Food	Weekday With Food	Weekend No Food	Weekend With Food
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1 to 40	0	0	1	1
41 to 249	1	1	1	1
250 to 499	2	2	2	2
> 499	3	3	3	3

**Outside School Facility**

Number of Attendees	Coverage
1 to 200	0
201 to 500	1
More than 500	2

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In instances where more than one (1) employee is needed for the gathering, the employees covering the gathering may be staggered based on the expected increases in attendees consistent with the charts above. As an example, a theatrical performance expecting 200 in attendance requesting the facility available two hours in advance with minimal setup would see the first employees at the opening time and the second employee at the time of the doors open to the public. The two employees would remain on until the cleaning after the gathering is completed. Employees covering a gathering shall remain vigilant at the function as "crowd managers" to meet the NPA requirements.

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This agreement shall not apply to small principal meetings, school board meetings (excluding large public budget meeting), and the daily activities of clubs, A.C., and 21<sup>st</sup> Century (excluding functions/events). This agreement shall apply regardless of whether a fee is being collected by the school district.

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The parties agree food will be limited to the cafeteria and staff lounge. Snacks as defined shall not be limited to such areas. Snacks shall mean cold snack foods, baked goods, popcorn, pre-packaged snack foods and may include a drink.

In the instance that coverage is not assigned based on the information received and is found to need coverage in accordance with this agreement, the following course of action shall occur:

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1. Notice to management
2. Offer to employees working to cover the gathering and make up the hours in which the employees was away from his/her duties following the end of his/her shift. In the event nobody working covers the gathering, the opportunity to work would then be offered to the off duty building employees by management consistent with Article X of the collective bargaining agreement. This is intended to be used infrequently.

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In the event the responsibility for the payment of school facility coverage changes in the budgetary process, the parties agree to reconvene and limit the reopening of this agreement to who will receive notification of manpower needs.

10.10 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 eight-four (84) hours (at time and one-half). 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. Compensatory time earned and used must be documented as established by the District.

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10.11 Summer school is alternated between the two high schools each year. One security monitor or security guard is required on the days summer school is in session. The additional work days shall be offered to the security staff within the high school hosting summer school, starting with the most senior monitor, in one-week increments. If no monitor wants the time the school's security guard will be asked. If no security staff desires the additional work days the security staff from the other high school will be offered the time, again starting with the most senior monitor. The seniority list will be rotated within each high school every other year. If no security monitors or security guards desire to work summer school, then the district-wide overtime list will be utilized to fill the position in one week increments.

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10.129 Custodians may be required to check their buildings once a day on weekends and holidays. Custodians performing the aforementioned duties shall be compensated for time spent with a minimum of three hours. Overtime will be paid in accordance with the provisions of Section 10.4. However, if there is a scheduled event to be held in a building, it

will not be necessary for the custodian to check the building. It will be checked by the person covering the event as part of that person's duties and at no extra charge.

10.130 In the event an employee is providing coverage for an activity which extends less than three hours beyond the employee's normal work day and the premises are not vacated at the time designated for the conclusion of the activity, the employee will be credited for a minimum of three hours worked.

**ARTICLE XI**

**LONGEVITY**

Effective July 1, 2006 and paid retroactively from the date of the implementation of this agreement longevity will be paid in January to all full-time and school year employees in the employ of the District on the previous December 31st, based on the following:

	Full-Time Employees	School Year Employees
After (10) years of service:	\$250.00	\$175.00
After (15) years of service:	\$500.00	\$350.00
After (20) years of service:	\$750.00	\$525.00

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There will be no pro rata payments to full-time employees who are not in the employ of the District on December 31st. Length of service will be computed on December 31st.

**ARTICLE XII - PAID HOLIDAYS**

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12.1 The following shall be observed as paid holidays for full-time employees:

New Year's Day;	Columbus Day;
President's Day;	Veterans' Day;
Martin Luther King Day;	Thanksgiving Day;
Memorial Day;	Day after Thanksgiving;
Independence Day;	Christmas Day;
Labor Day.	

The following shall be observed as part-time paid holidays for part-time employees:

New Year's Day;	Thanksgiving Day;
Day after Thanksgiving;	Christmas Day.

Part-time hours normally worked will equate to the same part-time hours for part-time paid holidays.

The following shall be observed as paid holidays for school year employees:

New Year's Day;	Veteran's Day;
Martin Luther King Day;	Thanksgiving Day;
Memorial Day;	Day After Thanksgiving;
Columbus Day;	Christmas Day.

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12.2 For those employees scheduled to work Monday through Friday, if one (1) of the aforesaid holidays falls on a Saturday and is observed on a Friday, said Friday shall be a paid holiday. If one of the aforesaid holidays falls on a Sunday, and is observed on a Monday, said Monday shall be a paid holiday.

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For those employees working weekly shifts falling on a Saturday or Sunday, if one (1) of the aforesaid holidays falls on a day an employee is not scheduled to work, the paid holiday shall be scheduled for the day at the beginning or end of the employee's work week closest to that holiday.

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

- 12.3 In order to qualify for pay on an unworked holiday, under 12.1 above, an employee must work or be on paid annual leave, bereavement leave or Jury Duty 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.
- 12.4 If an employee is absent on authorized sick leave on either or both days stated in 12.3 above, the employee may qualify for holiday pay for holidays which occur during the first two weeks of such an absence, by presenting a medical doctor's certificate or other satisfactory evidence that the employee was unable to work due to illness on the day(s) specified.
- 12.5 In the event that an employee is required to work on any of the said holidays, the employee shall be compensated at time and one-half for hours worked, in addition to holiday pay, if he/she is eligible and otherwise meets all requirements of this article.

### ARTICLE XIII

#### PAID VACATIONS

- 13.1 All provisions of this ARTICLE XIII apply only to full-time employees.

Effective July 1, 2006 and accrued retroactively from the date of the implementation of this agreement all full-time employees covered by this agreement employed by the District on an uninterrupted basis including paid leaves of absence shall accrue annual leave monthly during the period of July 1 to June 30 at the rate of 1/12th of the annual leave days to which the employee is entitled according to the following:

After one (1) year of Service:	Two (2) weeks;
After five (5) years of Service:	Three (3) weeks;
After twelve (12) years of Service:	Four (4) weeks;
After twenty (20) years of Service:	Five (5) weeks.

On June 30 of each year, any unused accrued annual leave days in excess of the number of annual leave days to which the employee is entitled shall be forfeited. If, in the judgement of the Director of Plant Operations, due to District action an employee, despite having made good faith efforts, was unable to utilize accrued annual leave days prior to June 30, such forfeiture shall not apply.

- 13.2 During the summer vacation period no employee shall be allowed more than two (2) weeks vacation, in succession, at any one time, unless the requirement is waived by District action. All vacations must be taken between the first full week in July and the last full week in August, inclusive, unless the requirement is waived by District action. Recognizing the operational needs of schools in opening for the school year, effective July 1, 2012 no vacation time shall be approved or taken seven (7) work days before or after the opening day of school, excluding the Friday before Labor Day.
- 13.3 The District reserves the right to limit the number of employees to be on vacation during any one period. All annual days shall be scheduled with the approval of the Chief Operating Officer-Director of Plant Operations or his/her designee. All requests for vacation time shall be received by the Director of Plant Operations at least 16 hours in advance of the requested day(s) for approval.
- 13.4 Any employee who is laid off, dies, resigns, retires or is terminated, shall be entitled to accrued vacation pay in accordance with the eligibility requirements contained in this Agreement, prorated to the date his/her active employment ceases. Any accrued vacation pay to which an employee may be entitled on the date of his/her death will be paid to his/her estate.

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**ARTICLE XIV**

**PAID SICK LEAVE**

- 14.1 Sick leave for employees covered by this Agreement shall accumulate at the rate of:
- ten (10) hours for full-time employees per calendar month on the active payroll;
  - one and one-third (1.33) hours for part-time employees per calendar month on the active payroll;
  - eight (8) hours for school year employees per calendar month on the active payroll;
- cumulative to a maximum of:
- nine hundred sixty (960) hours for full-time employees;
  - one hundred twenty (120) hours for part-time employees;
  - six hundred seventy (670) hours for school-year employees;
- commencing with date of hire.
- 14.2 In the event of a prolonged absence because of illness in excess of one (1) month, additional sick leave accumulation will be allowed only for the first month of such absence.
- 14.3 An employee is not entitled to payment for sick leave until completion of the probationary period and such payments may not be applied retroactively.
- 14.4 Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only in the case of necessity and actual sickness or disability of the employee, the employee's spouse/domestic partner or children or to take physical and dental examinations or other sickness prevention measures. The District reserves the right to verify all claims for paid sick leaves.
- 14.5 An employee must notify the Plant Operations Office prior to starting time, in order to draw sick leave pay. In order to qualify for paid sick leave of four (4) consecutive work days or more, an employee must present a doctor's certificate or other satisfactory evidence to the Director of Human Resources. Said certificate shall state that the employee was unable to work due to illness during the period claimed.
- 14.6 All full time employees may use four (4) days of sick leave per contract year for personal business which cannot be accomplished on off-duty hours. All school year employees may use three (3) days of sick leave per contract year for personal business which cannot be accomplished on off-duty hours. Notification of intent to utilize a "personal day" must be provided to the Plant Operations Office no later than the work daysixteen (16) hours prior to the "personal day", unless due to an emergency. Employees whose normal work schedule includes a Sunday shall be entitled to an additional personal day.
- 14.7 Upon retirement or resignation after ten (10) years of continuous employment, an employee shall be paid for all sick leave accrued but not taken at the rate of 50% of the employee's wage rate at the time of the retirement or resignation.
- 14.8 The Nashua School District will abide by the requirements of the Family Medical Leave Act as may be amended from time to time. The current School District Policy based on the Federal FMLA Guidelines is attached as Appendix G. If these Guidelines are amended the District will incorporate the changes into the attachment and will send a copy of the revised policy to the address on record of each bargaining unit member. The definitions included are for clarification purposes only, and do not constitute policy. Should there be a conflict between the language in these definitions and the language in the Federal Guidelines, then the language in the Federal Guidelines will take precedent.

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**ARTICLE XV**

**WORKER'S COMPENSATION**

- 15.1 An employee absent from work as a result of a work related injury or illness occurring during employment, and who receives worker's compensation benefits shall be paid by the District, the difference between the employee's normal weekly salary (including all benefits) and the amount the employee receives as worker's compensation benefits.
- 15.2 It is intended that no employee shall receive for each week of absence more than the amount of his/her regular weekly salary. Any excess amount received shall be forthwith returned to the District.
- 15.3 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 pro-rated for part-time employees.
- 15.4 This supplemental benefit shall cease upon the exhaustion of the employee's sick leave entitlements as described above.
- 15.5 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.
- 15.6 An employee absent from work, due to a work-related injury, may be terminated by the District at the time the employee is deemed, under Workers' Compensation, to be fully able to perform the employee's former job responsibilities and fails to return, or is continually absent in accordance with guidelines set forth in NH RSA 281-A:25a as amended, whichever is sooner.
- 15.7 Bargaining Unit members (including school year employees) will be eligible for Short Term Disability as outlined in Appendix H. This benefit will be paid for by the School District. The School District may change the plan utilized to cover this benefit, but doing so will not result in a reduction in current benefits. Any new plan must provide equal or greater coverage than the current plan.
- 15.8 Bargaining Unit members (including school year employees) will be eligible for Long Term Disability as outlined in Appendix I. This benefit will be paid for by the School District. The School District may change the plan utilized to cover this benefit, but doing so will not result in a reduction in current benefits. Any new plan must provide equal or greater coverage than the current plan.

**ARTICLE XVI**

**BEREAVEMENT LEAVE**

- 16.1 Full-time employees shall be entitled to up to seven (7) days bereavement leave with pay for absence due to each death of their spouse/domestic partner or child(ren) and up to three (3) days bereavement leave with pay for absence due to each death of other "immediate family", except spouse or child. "Immediate family" shall include: mother, father, spouse, children, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.  
  
Bereavement leave must be taken contiguous to the death and/or at the time of the funeral/memorial service.  
  
These same provisions for bereavement leave shall apply to school year employees when the death occurs during the school year and/or the employee is reporting work hours.
- 16.2 Full-time employees shall be entitled to take up to three (3) days total leave in any fiscal year 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 (16.1), and close friends, provided the close friend lives in the employee's home.

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- 16.3 In the event the death for which leave is taken occurs during a vacation period allowed under Article XIII and the full-time employee desires to take bereavement leave during that vacation period, the bereavement leave taken during the vacation period shall not be charged against the time allowed the full-time employee for the vacation allowed under Article XIII.

**ARTICLE XVH**

**HEALTH INSURANCE**

17.1 The Board shall provide upon the request of a member of the bargaining unit, the benefits of an individual, two-person or family coverage under one of the following plans offered by the City, if available, or a plan providing equivalent comparable benefits, if the following plan(s) are not available:

- (a) Blue Cross/Blue Shield Plan JWM, together with Blue Cross/Blue Shield \$1,000,000 Major Medical Plan/Point-of-Service Plan;
- (b) Blue Choice New England Point-of-Service Plan or the Harvard Pilgrim Point of Service Plan/HMO Plan; or
- (c) A choice of HMO-Blue or Harvard Pilgrim Health Care. The City may make additional plans available to members with benefit levels and premium cost sharing determined by the City in its sole discretion.

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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.

Any 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 an 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.

The group health insurance of any member of the bargaining unit terminating employment with the District for whatever reason - resignation, retirement, lay-off, discharge or unpaid leave of absence other than sick leave - shall expire on the last day of the month following the month the member terminates employment with the District except that the group health insurance of members of the bargaining unit terminating their employment with the District at the conclusion of the school year shall expire on September 30 unless the member elects to terminate such insurance sooner.

Effective July 1, 2008 the Board shall contribute:  
 85% of the premium of option (b) for option (a)  
 85% of the premium for option (b)  
 94% of the premium for option (c)

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Effective July 1, 2009 the Board shall contribute:  
 84% of the premium of option (b) for option (a)  
 84% of the premium for option (b)  
 94% of the premium for option (c)

Effective July 1, 2010 the Board shall contribute:  
 83% of the premium of option (b) for option (a)  
 83% of the premium for option (b)  
 96% of the premium for option (c)

Effective July 1, 2011 the Board shall contribute:  
 80% of the premium of option (b) for option (a)  
 80% of the premium for option (b)  
 90% of the premium for option (c)

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). The cost share shall be the same for school year employees as it is for full time employees. For calculation purposes, school year employees shall pay their cost share based on 59 pay periods.

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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 BOARD's contribution for part-time employees shall be based on the ratio of hours such employees are required to work to the number of hours full-time employees are required to work. In addition such employees shall be required to pay the difference between 100% and the above Board contribution rates towards the cost of the health insurance premiums for the plan such employees select.

Effective with the implementation of salary increases in 2007-08, office visit charges shall be \$10 a visit and emergency room visits shall be \$50 per visit. All emergency visit charges shall be waived if the employee is admitted to the hospital immediately after the emergency room visit. Prescription drug co-pays shall be as follows:

**Blue Choice New England Point of Service Plan/HMO Blue**

**In-Pharmacy**

	<u>Generic</u>	<u>Brand</u>
July 1, 2006 - June 30, 2008:	\$5	\$15
Effective July 1, 2008	\$10	\$30

**Mail-Order (90 Day Supply)**

	<u>Generic</u>	<u>Brand</u>
July 1, 2006 - June 30, 2008	\$5	\$5
Effective July 1, 2008	\$10	\$10

**Harvard Pilgrim Health Care**

**In-Pharmacy**

	<u>Generic</u>	<u>Brand (Select)</u>	<u>Brand/ Non-Select</u>
July 1, 2006 - June 30, 2008:	\$5	\$10	\$75
Effective July 1, 2008	\$5	\$15	\$35

**Mail Order (90 Day Supply)**

	<u>Generic</u>	<u>Brand (Select)</u>	<u>Brand/ Non-Select</u>
July 1, 2006 - June 30, 2008:	\$10	\$20	\$75
Effective July 1, 2008	\$10	\$30	\$105

**Implementation Terms for Increased Co-pays and Deductibles**

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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 for an inpatient stay or outpatient surgery in a surgical facility; and
- (d) Three Tier Pharmacy Benefit of \$5/\$15/\$35 (\$5/\$30/\$70 Mail Order)

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Employees will pay those increased co-pays and deductibles before July 1, 2012 when a total of eight (8) bargaining units in the City of Nashua and the Nashua School District have agreed to implement those co-pays and deductibles.

- 17.2 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 District'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 District will provide screening services required after employment but not before employment through the District's own agents.
- 17.3 The Board agrees to provide dental coverage for the full-time and school year employees only. Additional dental coverage under two person or family rates may be purchased by the full time or school year employee at his/her own expense. Coverage will commence on the first day of the month following the completion of the probationary period. Such coverage is specified by the schedule of benefits in Appendix F. This coverage becomes effective as soon as practicable after the signing of the agreement by both parties.

**ARTICLE XV (I)**

**LIFE/DISABILITY INSURANCE**

- 18.1 For the full-time and school year employee, the District shall provide full payment of the cost of a term group life insurance policy in the amount of \$10,000.
- 18.2 The District shall provide Short-Term Disability coverage to full-time and school year employees within this bargaining unit as outlined in Appendix H. An employee may supplement the compensation with accrued benefits.
- 18.3 The District shall provide Long-Term Disability coverage to full-time and school year employees within this bargaining unit as outlined in Appendix I. An employee may supplement the compensation with accrued benefits.

**ARTICLE XIX**

**MILEAGE AND TRADESMAN'S TOOLS**

- 19.1 The District shall replace hand tools for employees who are required to provide such hand tools as stated in their job description, provided such hand tools are broken or lost while in the performance of duty for the District, and provided furthermore that the damage or loss of the hand tool is not attributable to the negligence of the employee. The replacement shall be as close as possible in type and quality as the tool which was broken or lost. The District shall not be liable for the replacement of hand tools which carry a lifetime warranty by the manufacturer. Employees shall take all reasonable steps to ensure the security of all tools in their possession.
- 19.2 The District agrees that employees using private automobiles or trucks on District business, at the request of the District, shall be reimbursed according to the following schedule:

Cumulative number of miles driven in the fiscal year	Cars	Trucks
	IRS Rate	IRS Rate plus \$.10 per mile

**ARTICLE XX**

**EDUCATIONAL BENEFITS**

- 20.1 For the full-time employee, the District agrees to provide the sum of \$1,000, and for the school year employee the sum of \$700, for each of the years covered by this Agreement, for the purpose of reimbursing 55% of the tuition cost and laboratory fees of courses 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, to those who make application for the benefits. Payment will be made on the furnishing of written evidence of satisfactory completion of the course. In the event an employee receiving educational reimbursement under this Article leaves the employ of the District on a voluntary basis within one year of completing the course, he/she will return to the District the 55% payment received.

**ARTICLE XXI**

**REDUCTIONS IN STAFF**

- 21.1 District Seniority will prevail in matters concerning staff reductions.

In case of a reduction of personnel, all part-time positions will be eliminated first. Then full-time employees with the least seniority shall be laid off next. If school year positions are eliminated those with the least seniority shall be laid off first, but school year employees may not bump full-time employees.

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Laid off full-time employees will have the option of bumping by seniority if they are qualified for that position and hold the required certifications, permits, or licenses as outlined in Appendix B associated with that position. An employee must satisfactorily complete a thirty (30) day probationary period for the position he/she bumps into, during which he/she must demonstrate the required qualifications for the position. Employees will maintain full bumping rights if removed from a probationary position.

The names of the employees laid off from the bargaining unit or bumped will be maintained on a recall list for five (5) years from the date of such layoff and such full-time employees will be offered their job title, if recalled.

If a laid off employee is notified by telephone, or by a letter sent certified mail to his/her last known address on the records of the District, to return to work, he/she must notify the District within five (5) days of his/her intention to comply or accept and must report to work within two (2) days of such notification, or he/she shall cease to have any rights based on seniority and shall be terminated.

#### **ARTICLE XXII**

#### **JURY DUTY PAY**

- 22.1 An employee called as a juror will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. Satisfactory evidence must be submitted to the employee's immediate supervisor. Payment of meals and/or mileage shall not be considered as part of the fee for purposes of this Agreement.

#### **ARTICLE XXIII**

#### **MILITARY SERVICE**

- 23.1 The District shall be governed by existing law relative to military service.

#### **ARTICLE XXIV**

#### **EMPLOYEES AS CROSSING GUARD SUBSTITUTES**

- 24.1 Employees may volunteer to serve as substitute crossing guards during their normal working hours. Management reserves the right to call upon volunteers from its list as it deems necessary to fill morning and/or afternoon posts in the least disruptive and most expeditious manner. Volunteers in the facility requiring crossing guard substitute(s) shall have preference for coverage. Should there be no volunteer from a facility requiring a crossing guard, and the school District wishes to call upon a volunteer for substitute coverage, coverage for that post shall generally be filled on a rotating basis, allowing all interested volunteers the ability to cover. The decision to bypass an employee shall not be arbitrary and/or capricious. The bypassed employee shall be entitled to the next crossing post. An employee may add or remove his/her name from the voluntary crossing guard substitute list at any time.
- 24.2 Bargaining unit employees may not be employed as crossing guards on a regular or substitute basis outside of their normal working hours.
- 24.3 An employee volunteering as a substitute crossing guard shall be compensated at a rate equal to \$12.35/hour or the hourly rate of a crossing guard, whichever is greater, with a guaranteed one-hour minimum per morning or afternoon post in addition to his/her hourly rate during his/her regular shift.
- 24.4 The District shall annually provide all interested employees with hands-on training in the duties of a crossing guard conducted by the Nashua Police Department, a trained instructor. Volunteers will be fully oriented to the duties of a crossing guard by the administration prior to being placed on the volunteer list. The District shall assure each volunteer has access to a vest and rain gear and any equipment required to accomplish the duties of a crossing guard.
- 24.5 The District shall continue to maintain a list of available substitute crossing guards recruited from outside the bargaining unit, and will continue to seek employees outside the bargaining unit as an alternative resource.

- 24.6 The School District retains the right to make employees aware of opportunities for serving as substitute crossing guards. However, no employee shall be pressured to serve as a substitute by management staff.
- 24.7 Employees are on official duty when traveling to and from a crossing post.
- 24.8 Volunteers shall be indemnified for damages as provided for in state and local statutes.

**ARTICLE XXV**

**NEGOTIATIONS AND PRINTING OF AGREEMENT**

- 25.1 Up to five (5) employees shall be allowed reasonable time off during regular working hours, without loss of pay, for the purpose of collective bargaining. No overtime or other premium pay shall be paid for time spent in collective bargaining.
- 25.2 Negotiations shall be conducted in accordance with N.H. RSA 273-A.
- 25.3 The District agrees to pay for the cost of printing copies of this Agreement for each employee. The Union agrees to distribute a copy of this Agreement to each employee presently employed by the District and to each new employee employed by the District.

**ARTICLE XXVI**

**CONFORMITY TO LAW AND SAVING CLAUSE  
SETTLEMENT OF DIFFERENCES BY PEACEFUL MEANS**

- 26.1 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, and the parties agree to negotiate on the stricken provision immediately thereafter.
- 26.2 The Union and the District agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The 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. The District agrees that it will abide by the terms of N. H. RSA 273-A(f).

**ARTICLE XXVII**

**JOINT LABOR/MANAGEMENT COMMITTEE**

- 27.1 The intent of this committee is not to handle grievances. A joint labor/management committee shall be formed to discuss matters of mutual interest. Membership shall consist of up to four (4) members of management, including the Chief Operating Officer, Director of Plant Operations, and Plant Operations supervisory staff; and up to four (4) members of the Custodial Union as appointed by the Union. The Union may also have the Staff Representative present in addition to the four (4) members. Such committees shall be entitled to bring resource person(s) to any meeting. The committee shall meet on a monthly basis. The parties shall agree to an agenda and date for the next meeting during the last scheduled meeting.

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**ARTICLE XXVIII**

**MANAGEMENT RIGHTS**

28.1 Except as otherwise expressly and specifically provided in this Agreement, the Union recognizes that the direction of the District operations; the determination of the methods and means by which such operations are to be conducted; the supervision, management and control of the District work force; the right to hire, promote, transfer, and layoff employees, the right, lawfully and for just cause, to demote, discipline, suspend or discharge employees; the right to determine the hours and schedules of work and the work tasks and standards of performance for employees and all other rights and responsibilities not specifically provided in this agreement, shall remain the function of Management, all in accordance with RSA Ch. 273-A. It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or other rights expressly and specifically provided in this Agreement are violated by Management.

**ARTICLE XXIX**

**DURATION OF AGREEMENT**

29.1 On June 30, 2011 and on each June 30th thereafter, this Agreement shall be deemed renewed and extended for the ensuing year, unless one hundred twenty (120) calendar days or more prior to such date, either party shall have delivered to the other, notice of its desire not to have the agreement in its then form renewed. Such notice shall be deemed delivered when mailed, postage prepaid, addressed to the last address of the addressee which is known to the sender of this notice. If such notice shall be sent and the parties shall negotiate for a new agreement or modification thereof, the terms hereof shall continue to apply until the new or modified agreement is executed or the existing agreement terminated upon thirty (30) calendar days notice by either party.

Dated \_\_\_\_\_, 2008 2011

Approved as to form and execution:

\_\_\_\_\_  
President, Nashua Board of Education

\_\_\_\_\_  
Chapter Chair, AFSCME Local 365/Council 93

\_\_\_\_\_  
Clerk, Nashua Board of Education

\_\_\_\_\_  
AFSCME Negotiating Team Member

\_\_\_\_\_  
Staff Representative, AFSCME Council 93

**APPENDIX A**

**CUSTODIAL AND MAINTENANCE GRADES**

The Custodial and Maintenance grades of the job titles of employees covered by this Agreement are as follows:

- GRADE 1: CUSTODIAN, (Full-time); CUSTODIAN (Part-time); SECURITY MONITOR
- GRADE 2: HEAD CUSTODIAN, ELEMENTARY; 1<sup>ST</sup> OR 2<sup>ND</sup> SHIFT ASSISTANT HEAD CUSTODIAN, (1<sup>ST</sup> OR 2<sup>ND</sup> SHIFT MIDDLE SCHOOL AND HIGH SCHOOL); GROUNDSKEEPER; SECURITY GUARD
- GRADE 3: HEAD CUSTODIAN, MIDDLE SCHOOL, WAREHOUSE MANAGER; 1<sup>ST</sup> SHIFT ASSISTANT HEAD HIGH SCHOOL CUSTODIAN (3<sup>RD</sup> SHIFT HIGH SCHOOL); CUSTODIAN-MESSENGER, (ADMINISTRATIVE OFFICES); FOOD SERVICE TRUCK DRIVER; DELIVERY PERSON
- GRADE 4: HEAD CUSTODIAN, SR HIGH SCHOOL; ASSISTANT GROUNDS FOREMAN; BOILER ROOM MECHANIC; PLUMBER I; ELECTRICIAN I
- GRADE 5: HVAC MECHANIC; GROUND'S FOREMAN; HIGH SCHOOL HVAC MECHANIC/TRADESMAN (HIGH SCHOOL); TRADESMAN; ALARM TECHNICIAN; COMPUTER TECHNICIAN; CARPENTER.
- GRADE 6: ELECTRICIAN; PLUMBER

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**APPENDIX B**

<b>POSITION</b>	<b>REQUIRED CERTIFICATIONS, PERMITS OR LICENSES:</b>	<b>REQUIRED BY:</b>
Electrician:	Master Electrician License	Upon Hiring
Plumber:	Master Plumber License CFC Recovery License	Upon Hiring Within One Year of Hiring
HVAC Technician:	CFC Recovery License	Upon Hiring
Alarm Technician:	Journeyman Electrician License	Within One Year of Hiring
Carpenter:	Locksmith Certificate	Within One Year of Hiring
Grounds Foreman:	N. H. Pesticide/Fertilizer Supervisory Permit Commercial Driver's License, Level A	Within One Year of Hiring Within One Year of Hiring
Assistant Grounds Foreman:	N. H. Pesticide/Fertilizer Applicator's Permit Commercial Driver's License, Level A	Within One Year of Hiring Within One Year of Hiring
Groundskeepers:	N. H. Pesticide/Fertilizer Applicator's Permit Commercial Driver's License, Level B	Within One Year of Hiring Within One Year of Hiring

These licensing requirements shall be viewed as a condition for continued employment as set forth above.

Appendix B will apply only to new employees hired into one of the above positions after February 24, 1999.

**APPENDIX C**

**HOURLY WAGE RATES**

	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
Grade 1	\$13.32	\$14.09	\$14.90	\$15.42	\$15.96
Grade 2	\$15.19	\$16.06	\$16.99	\$17.58	\$18.20
Grade 3	\$18.04	\$19.08	\$20.17	\$20.88	\$21.61
Grade 4	\$18.15	\$19.19	\$20.30	\$21.01	\$21.74
Grade 5	\$18.62	\$19.69	\$20.82	\$21.55	\$22.31
Grade 6	\$19.21	\$20.34	\$21.51	\$22.26	\$23.04
	July 1, 2011	July 1, 2012	June 30, 2013		
Grade 1	\$15.96	\$16.07	\$16.18		
Grade 2	\$18.20	\$18.31	\$18.42		
Grade 3	\$21.61	\$21.72	\$21.83		
Grade 4	\$21.74	\$21.85	\$21.96		
Grade 5	\$22.31	\$22.42	\$22.53		
Grade 6	\$23.04	\$23.15	\$23.26		

During the initial probationary period in the School District, the wage rate will be 5% less than the established rate for the applicable position.

A \$.20 per hour night shift differential will be paid to custodial personnel who begin a shift at 9:00 p.m. or later, or for all scheduled hours of custodial personnel whose regular weekly shift includes Saturdays and Sundays.

A \$.20 per hour differential will be paid to employees up through Grade 5 who hold required licenses, permits or certificates as set forth in Appendix B.

Effective July 1, 2001 part time and full time members of the bargaining unit working in positions in the same grade shall receive the same hourly wage rate.

On July 1, 2011 all employees shall be paid a lump sum of \$225.00.

On July 1, 2012 all employees shall be paid a lump sum of \$225.00.

Lump sums shall be added to the base salary for the purposes of calculation of overtime rates, as indicated in the schedule below.

**OVERTIME WAGE RATES (TIME AND ONE HALF)**

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	July 1, 2011	July 1, 2012
Grade 1	\$24.10	\$24.26
Grade 2	\$27.46	\$27.62
Grade 3	\$32.58	\$32.74
Grade 4	\$32.77	\$32.93
Grade 5	\$33.63	\$33.79
Grade 6	\$34.72	\$34.88

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**APPENDIX D**  
**OFFICIAL GRIEVANCE FORM**

**APPENDIX E**  
**DUES DEDUCTION FORM**

**APPENDIX E-1**  
**AGENCY FEE DEDUCTION FORM**

**APPENDIX F**

**DENTAL INSURANCE SCHEDULE OF BENEFITS**

**Coverage A - 100%**

**Diagnostic:**

Initial examination

Examinations once in a 6 month period

X-Rays - full-mouth/panorex X-rays once in a 3 year period, bitewing X-rays once each 12 month period, X-rays of individual teeth as necessary

**Preventive:**

Cleanings once in a 6 month period

Flouride once in a 12 month period to age 19

Space maintainers

**Coverage B - 60%**

**Restorative:**

Fillings

**Oral Surgery:**

Surgical and routine extractions

**Endodontics:**

Root canal therapy

**Periodontics:**

Treatment of gum disease

\*Periodontal prophylaxis (cleaning)

**Denture Repair:**

Repair of removable denture

**Emergency Treatment**

\*Note: Only one cleaning is covered in a 6 month period. This can be routine (Coverage A) or Periodontal, but not both.

Contract Year Maximum: \$750 per person per contract year.

## **APPENDIX G**

### **FAMILY MEDICAL LEAVE**

#### **FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)**

##### **Board of Education Policy:**

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 any Collective Bargaining Agreement or Board voted leave policy. 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 any Collective Bargaining Agreement or Board voted leave policy only to the extent and for the duration required by statute.

##### **Who is eligible for FMLA leave?**

Employees who worked 1,250 hours during the preceding 12 month period and who have been employed for at least 12 months.

##### **What are the entitlements under an FMLA leave?**

Entitlement for a total of 12 workweeks of leave during any 12-month period for any one or more of the following:

1. Childbirth and care during child's first year;
2. Adoption or placement of a foster child during first year after adoption/placement;
3. Serious health condition of child under 18 or 18 and older if incapable of self-care because of mental or physical disability, spouse or parent (not in-laws);
4. Serious health condition of employee.

If both you and your spouse work for the District, the combined total of FMLA leave for birth or placement for adoption or foster care is 12 weeks during any 12-month period.

Intermittent or reduced work schedule allowed under (3) and (4) above, if medically necessary. Intermittent or reduced work schedules will not be allowed for childbirth/child care or adoption or placement of a foster child. Leave increments are limited to no less than ½ day for salaried employees and ¼ hour for hourly paid employees.

Return to same or equivalent position at conclusion of leave.

Health, dental and vision insurance, provided directly through the District, may be continued during FMLA leave on the same basis as if you were in an active status.

##### **What is a "serious health condition"?**

Illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider. Where inpatient care is not involved, regulations require that the absence from work, or from school or incapacity in performing other daily activities in the case of a family member, be for a period of three days in addition to requiring the continuing treatment of a health care provider.

##### **What is the definition of "continuing treatment"?**

Two or more visits to a health care provider, two or more treatments by a health care practitioner on referral from, or under the direction of a health care provider, or a single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.

**How is the “12 month period” determined?**

The 12-month period will be the 12-month period measured forward from the date you begin your first FMLA leave.

**What are my obligations?**

You must give 30 days advance notice to take unpaid FMLA leave when it is foreseeable for the birth or placement of a child for adoption or for planned medical treatment. If it is not foreseeable, you must give notice as soon as practicable, ordinarily within one or two workdays. Oral notice is acceptable. Where there is a provision in the applicable Collective Bargaining Agreement or Board approved leave policy governing notice, the notice shall be the time period as provided under FMLA regulations or under the aforementioned whichever is less.

When planning medical treatment, you are required to make a reasonable effort to schedule the leave so as not to unduly disrupt the District operations.

In cases where the leave is foreseeable, the District may deny FMLA leave until the required notice period elapses.

You will be required to provide medical certification on a form available through the District Human Resources Office for leaves for the serious health condition of your child, spouse, parent or you. Such medical certification must be received within 15 calendar days after the request is made, unless it is not practicable under the circumstances to do so. The District, at its discretion, may require second or third medical opinions pursuant to FMLA at the District’s expense. You may be required, at the District’s discretion, to provide “recertification” of medical conditions.

**Will my health, dental and vision insurance be continued during an FMLA leave?**

During the 12 weeks of an FMLA leave, health, dental and vision insurance, provided directly through the District, may be retained. The District will continue to pay the same amount toward the premiums as it does when you are in an active status through the end of the month in which the FMLA leave concludes. At such time as you no longer receive a paycheck that would allow a deduction for your insurance, you must pay your share of any premium by the 15<sup>th</sup> of each month proceeding the covered month. If the premium is not received within 30 days of that date, the insurance will be terminated immediately without further notice. Checks in the amount of your share of the premium should be made out to the City of Nashua. Please note that if you are granted an unpaid leave which extends beyond the 12 weeks of an FMLA leave, you will be required, at the conclusion of the month in which the FMLA leave ends, to pay the full premium for any insurance you elect to continue during your leave. The 30-day grace period provided under FMLA will not be operative, i.e., you must make the premium payment on the 15<sup>th</sup> of the month or your insurance will be terminated.

The District may recover any insurance premiums paid on your behalf during any unpaid portion of an FMLA leave, if you fail to return from the FMLA leave (or any extension of a leave granted by the Board of Education), or if you fail to stay 30 calendar days, unless the reason you fail to return is due to:

- The continuation, recurrence or onset of a serious health condition which would entitle you to leave under FMLA; or
- Other circumstances beyond your control, such as relocation to another area or layoff.

**How will accrued sick, personal, or vacation leave be treated?**

You will be required to use any applicable accrued leave time consistent with the applicable Collective Bargaining Agreement or Board approved leave policy. The District will designate paid leave as FMLA leave where such paid leave is covered under the provisions of FMLA. Such paid leave shall count against your total FMLA leave entitlement.

**How will I be reinstated at the conclusion of an FMLA leave?**

The District may require periodic updates concerning your intent to return to work consistent with any provisions of the applicable Collective Bargaining Agreement or Board approved leave policy.

When the FMLA leave is because of your own serious health condition, the District will require a statement from your physician that you are physically able to resume work.

You will be returned to the same or equivalent position at the conclusion of an FMLA leave except for the following:

- You would not otherwise have been employed at the time reinstatement is requested, for example, if there is a reduction in force, or:
- You were hired for a specific term.

Should you be granted an unpaid leave, which extends beyond the period of an FMLA leave, you will be subject to the provisions of the applicable Collective Bargaining Agreement or Board policy with respect to reinstatement.

The District will reinstate “key employees” on the same basis as other employees.

Teachers engaged in instruction will be required to continue FMLA leaves until the end of a semester pursuant to FMLA regulations or in accordance with the provisions of the Collective Bargaining Agreement, whichever return date is the earliest. Leaves, which extend beyond the FMLA leave, will be subject to the provisions of the applicable Collective Bargaining Agreement or Board approved policy.

The FMLA regulations for return from FMLA leaves occasioned by childbirth and care during a child’s first year; adoption or placement of foster child during the first year after adoption/placement; or the serious health condition of a child under 18 or 18 and older if incapable of self-care because of mental or physical disability, spouse or parent (not in-laws) are as follows:

- Teachers who begin a leave more than 5 weeks prior to the end of a semester may be required to continue taking leave until the end of the semester if the leave is of at least 3 weeks duration and the return would occur during the 3 weeks before the end of the term;
- If the leave commences less than 5 weeks prior to the end of the semester, the teacher may be required to continue taking the leave until the end of the semester if the leave is greater than 2 weeks duration and the return would occur during the 2 week period before the end of the semester;

- If the leave commences less than 3 weeks prior to the end of the semester, the teacher may be required to continue taking the leave until the end of the semester if the leave is greater than 5 working days.

Please contact Human Resources, if you have any questions concerning an FMLA leave.

### **Definitions**

The following definitions shall govern this policy:

*Healthcare Provider means* a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a dislocation as demonstrated by x-ray to exist) authorized to practice in the state and performing within the scope of their practice as defined under state law; nurse practitioners, nurse-midwives, and clinical social workers who are authorized to practice in the state and performing within the scope of their practice as defined under state law; Christian Science practitioners; and any other healthcare provider from whom the District or a group health plan's will accept certification of the existence of a serious health condition.

*Intermittent Leave means* leave taken in separate periods of time due to a single illness or injury, rather than leave taken for one continuous period of time; intermittent leave may include leave of periods from an hour or more to several weeks. Examples of intermittent leave include leave taken on an occasional basis for medical appointments or leave taken for several days at a time spread over a period of six (6) months, such as for chemotherapy.

*Parent means* the biological parent of an employee or an individual who stood in *loco parentis* (in the place of a parent; instead of a parent; and charged with a parent's rights, duties, and responsibilities) to an employee when the employee was a minor.

*Reduced-Leave Schedule means* a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

*Serious Health Condition means* an illness, injury, impairment, or physical or mental condition that involves:

(1) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or

(2) Continuing treatment by a healthcare provider. A serious health condition involving continuing treatment by a healthcare provider includes:

- a) A period of incapacity of more than three (3) consecutive calendar days, including any subsequent treatment or period of incapacity relating to the same condition that involves:

1) Treatment two (2) or more times by a healthcare provider, by a nurse or Physician's Assistant under direct supervision of a healthcare provider, or by a provider of healthcare services (e.g., physical therapist) under orders of, or on referral by, a healthcare provider; or

2) Treatment by a healthcare provider on at least one (1) occasion that results in a regimen of continuing treatment under the supervision of a healthcare provider.

b) Any period of incapacity due to pregnancy or for prenatal care.

c) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.

d) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a healthcare provider (e.g., Alzheimer's disease, severe stroke, terminal stages of a disease, etc.).

e) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a healthcare provider or by a provider of healthcare services under orders of, or on referral by, a healthcare provider, either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

Family member incapacity includes the inability to attend school or perform other regular daily activities.

Substance abuse may be a "serious health condition" if the conditions set forth above are satisfied; however, FMLA leave may be taken by the employee for substance abuse treatment rendered only by a healthcare provider or by a provider of healthcare services on referral by a healthcare provider. Absence that results from the employee's use of the substance, as opposed to treatment for substance abuse, does not qualify for FMLA leave.

Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions," unless inpatient hospital care is required or unless complications develop.

Conditions such as the common cold, flu, earaches, upset stomach, minor ulcers, headaches (other than migraine headaches), routine dental or orthodontia problems, and periodontal disease are not "serious health conditions," unless complications develop.

**APPENDIX H**

**SHORT TERM DISABILITY INCOME PROTECTION INSURANCE**

Short Term Disability (STD). Full time employees covered by this agreement who have been employed with the City for three (3) years on an uninterrupted basis except by reason of layoff, on the job injury or approved leave of absence, shall be covered for long term disability under a policy of insurance, the premium for which is to be fully paid by the City, subject to such eligibility requirements and other terms and conditions as the carrier may establish. The City reserves the right to change long term disability insurers to another commercially available program having overall comparability of coverage to that currently in effect on the date of execution hereof, or self insure said coverage. Employees are encouraged to maintain adequate sick and vacation balances to cover the elimination period for the long term disability benefit in the event a claim is made.

**Plan Description:**

**Weekly Benefit:** 60% of weekly earnings to a maximum benefit of \$1,500 per week

**Definition of Disability:** Residual Disability

**Elimination Period:**

- Injury: 7 days
- Sickness: 7 days

**Benefit Duration:** 25 weeks

**Standard Plan Features Included in Quote:**

- Rehabilitation and Return to Work Assistance Program
- Guaranteed Insurability
- Full Maternity Benefits
- Minimum Weekly Benefit of \$25
- 12 Month Rehire Provision
- Standard Exclusions
- Comparative Reporting and Analysis

**Optional Plan Features Included in Quote:**

- 30 Day Recurrent Disability

**General Information Regarding Benefit Taxability:**

In general, the STD weekly payment will be taxable:

- If the Employer pays the premiums and employees' salaries are not grossed-up to include premiums as taxable income.
- If the Employees pay premiums with pre-tax dollars.
- If Employees share payments of premiums with the employer, a portion of the benefits will be taxed.

In general, the STD weekly payment will not be taxable:

- If Employees pay premiums with post-tax dollars.
- If the Employer pays the premiums and employees' salaries are grossed-up to include premiums as taxable income.

**APPENDIX I**

**LONG TERM DISABILITY INCOME PROTECTION INSURANCE**

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Long Term Disability (LTD). Full time employees covered by this agreement who have been employed with the City for three (3) years on an uninterrupted basis except by reason of layoff, on the job injury or approve leave of absence, shall be covered for long term disability under a policy of insurance, the premium for which is to be fully paid by the City, subject to such eligibility requirements and other terms and conditions as the carrier may establish. The City reserves the right to change long term disability insurers to another commercially available program having overall comparability of coverage to that currently in effect on the date of execution hereof, or self insure said coverage. Employees are encouraged to maintain adequate sick and vacation balances to cover the elimination period for the long term disability benefit in the event a claim is made.

**Unum's Group Long Term Disability Income Protection Offering is designed to help the employer:**

- Provide sound financial protection in the event of a disability
- Increase productivity and performance
- Meet diverse employee needs at every life stage
- Attract and retain skilled employees

**Plan Description:**

**Monthly Benefit:** 60% of monthly earnings to a maximum benefit of \$5,000 per month.

**Definition of Disability:**

- 2 Year Regular Occupation
- Zero-Day Residual
- Accelerated Elimination Period
- Work Incentive Benefit during the first 12 months of disability payments

**Elimination Period:**

- 180 Days
- 30 Day Accumulation Feature

**Benefit Duration:** To age 65/Reducing Benefit Duration (ADEA I)

**Social Security Integration:** Primary and family

**General Information Regarding Benefit Taxability:**

In general, the LTD monthly payment will be taxable:

- If the Employer pays the premiums and employees' salaries are not grossed-up to include premiums as taxable income.
- If the Employees pay premiums with pre-tax dollars.
- If Employees share payments of premiums with the employer, a portion of the benefits will be taxed.

In general, the LTD monthly payment will not be taxable:

- If Employees pay premiums with post-tax dollars.
- If the Employer pays the premiums and employees' salaries are grossed-up to include premiums as taxable income.

**SIDEBAR**

**AGREEMENT ON OFF-SCALE HOURLY RATE INCREASES**

The Nashua Board of Education and the Nashua School Custodian Union, Local 365/Council 93, AFSCME, 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 rate above the appropriate pay rate, as provided in this and prior negotiated agreements, shall receive the annual percentage increase in their hourly wage rates consistent with the agreed upon annual percentage increases for this Collective Bargaining Unit.

Nashua Board of Education

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President, Nashua Board of Education

Nashua School Custodial Union, Local 365/Council 93, AFSCME, AFL-CIO

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chapter Chair, Local 365/Council 93, AFSCME, AFL-CIO

**RESOLUTION R-11-150**  
**APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF EDUCATION AND THE NASHUA SCHOOL CUSTODIAN UNION, LOCAL 365/COUNCIL 93, AFSCME, AFL-CIO, FROM JULY 1, 2011 THROUGH JUNE 30, 2013**

**IN THE BOARD OF ALDERMEN**

1<sup>ST</sup> READING SEPTEMBER 13, 2011

Referred to:

BUDGET REVIEW COMMITTEE

2<sup>nd</sup> Reading OCTOBER 11, 2011

3<sup>rd</sup> Reading \_\_\_\_\_

4<sup>th</sup> Reading \_\_\_\_\_

Other Action \_\_\_\_\_

Passed OCTOBER 11, 2011

Indefinitely Postponed \_\_\_\_\_

Defeated \_\_\_\_\_

Attest: [Signature] City Clerk  
[Signature] President

Approved [Signature] Mayor's Signature

October 13, 2011  
Date

Endorsed by  
[Signature] MAYOR  
[Signature] COX  
[Signature] CLEMONS  
[Signature] MELIZZI-GOLJA  
[Signature] VITALE  
[Signature] SHEEHAN  
[Signature] WILSHIRE

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Vetoed: \_\_\_\_\_

Veto Sustained: \_\_\_\_\_

Veto Overridden: \_\_\_\_\_

Attest: \_\_\_\_\_ City Clerk

\_\_\_\_\_  
President