



R-08-108

RESOLUTION

**APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE NASHUA BOARD OF EDUCATION AND THE NASHUA TEACHERS'
UNION, LOCAL #1044 AFT, AFL-CIO, UNIT B PARAPROFESSIONALS, FROM
SEPTEMBER 1, 2008 THROUGH JUNE 30, 2012**

CITY OF NASHUA

In the Year Two Thousand and Eight

RESOLVED by the Board of Aldermen of the City of Nashua that the cost items of the attached collective bargaining agreement between the Nashua Board of Education and the Nashua Teachers' Union, Local #1044 AFT, AFL-CIO, Unit B Paraprofessionals, are approved. The collective bargaining agreement covers the period from September 1, 2008 through June 30, 2012.

LEGISLATIVE YEAR 2008

RESOLUTION: R-08-108

PURPOSE: Approving the cost items of a collective bargaining agreement between the Nashua Board of Education and the Nashua Teachers' Union, Local #1044 AFT, AFL-CIO, Unit B Paraprofessionals, from September 1, 2008 through June 30, 2012

SPONSOR(S): Alderman Jeffrey T. Cox

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE: The cost analysis is attached.

ANALYSIS

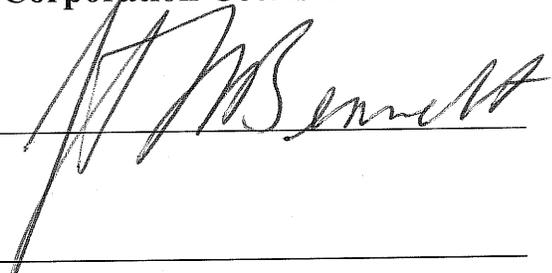
This resolution approves the cost items of a collective bargaining agreement between the Nashua Board of Education and the Nashua Teachers' Union, Local #1044 AFT, AFL-CIO, Unit B Paraprofessionals . The Agreement has a term of four (4) years, starting on September 1, 2008 and expiring on June 30, 2012. 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).

Approved as to form:

Office of Corporation Counsel

By: _____

Date: _____



**NTU Unit B - Paraprofessionals
FY09 - FY12**

Article IV - Salaries and Rates of Pay	\$ 5,590,382	\$ 5,828,532	\$ 6,080,325	\$ 6,354,548	\$ 6,661,472
<i>The following articles are inclusive of wages</i>					
Article IV 4:8 - Holiday Pay					
Article IV 4:9 - Longevity Pay*					
Article V 5:1 - Workers' Compensation Benefits					
Article VI 6:1 - Sick Leave					
Article VI 6:2 - Sick Leave Bank					
Article VI 6:3 - Personal Leave					
Article VI 6:4 - Bereavement Leave					
Base Wage Increase	\$ 238,150	\$ 251,793	\$ 274,223	\$ 306,924	
% Base Wage Increase	4.26%	4.32%	4.51%	4.83%	
Base Pension Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Base FICA/Medi Costs	\$ 427,664	\$ 445,883	\$ 465,145	\$ 486,123	\$ 509,603
Projected Base Combined Increase	\$ 18,218	\$ 19,262	\$ 20,978	\$ 23,480	
Project % Base Combined Increase	4%	4.32%	4.51%	4.83%	
Article IV 4:7 - Severance Pay	\$ 2,340	\$ 6,750	\$ 6,750	\$ 6,750	\$ 6,750
Article V 5:3 - Health Insurance**	\$ 206,453	\$ 346,490	\$ 440,730	\$ 740,387	\$ 917,723
Article V 5:4 - Dental Insurance**	\$ -	\$ -	\$ 166,560	\$ 166,560	\$ 166,560
Article IV 4:6 A - Educational Benefits	\$ 4,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
Article IV 4:6 B - Educational Benefits	\$ 6,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
Article IV 4:6 C - Educational - Tuition	\$ 4,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
Total	\$ 6,240,839	\$ 6,655,655	\$ 7,187,510	\$ 7,782,368	\$ 8,290,108
	0.00%	6.65%	7.99%	8.28%	6.52%

*Longevity Pay is built in to the employees' regular rate of pay
**Health and Dental projections provided by Human Resources

Nashua School District Para-Professionals

- * Projected Cost Impact of Health Benefit Changes
- * Based on expected claim projections for FY09
- * Human Resources applied appropriate % of benefit changes to projected health care costs

Comparison: Status Quo to Proposed Contract Changes
with 10% Projected Increase in Health Care Costs FY10, FY11 & FY12

City Costs

	<u>FY08</u>	<u>FY09</u>	<u>FY10</u>	<u>FY11</u>	<u>FY12</u>
Status Quo:	\$ 201,193	\$ 206,418	\$ 227,060	\$ 249,766	\$ 274,742
Proposed Contract Changes:	<u>206,453</u>	<u>346,490</u>	<u>440,730</u>	<u>740,387</u>	<u>917,723</u>
Potential Net Savings to City for Proposed Health Changes:		<u>\$ (140,072)</u>	<u>\$ (213,670)</u>	<u>\$ (490,621)</u>	<u>\$ (642,981)</u>

Estimated Total Savings Over Contract Life

Status Quo	\$ 1,159,179
Proposed Contract Changes	<u>\$ 2,651,783</u>
Potential Net Loss for Health Only	<u>\$ (1,492,604)</u>

UNIT B

PARAPROFESSIONALS

AGREEMENT

BETWEEN THE

NASHUA BOARD OF EDUCATION

AND THE

**NASHUA TEACHERS UNION
Local 1044, AFT, AFL-CIO**

September 1, 2008

Through

June 30, 2012

Signature Approval Date: _____

NASHUA BOARD OF EDUCATION

Thomas Vaughan, President

Edwina Kwan, Clerk

Richard Dowd

Steven G. Haas

Robert G. Hallowell

Dennis Hogan

John Kelley

Mary Ann Melizzi-Golja

William E. Mosher

Sandra Ziehm

ADMINISTRATIVE STAFF

Christopher Hottel, Superintendent of Schools

James Mealey, Chief Operating Officer

NEGOTIATING TEAM

Robert G. Hallowell, Board Member

James Mealey, Chief Operating Officer

Dana O'Gara, Human Resources Director

NASHUA TEACHERS' UNION
Robert Sherman, President
Charles A. Reynolds, Vice President
Jackie Gray, Secretary
Paul Pollard, Treasurer
Linda Guidi, At-Large Member

NEGOTIATING TEAM
Jan Burkhardt
Roberta Desjardins
Patricia Walsh

CONSULTANT
Teresa D. Donovan, Esquire, AFT-NH

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AGREEMENT

UNIT B AGREEMENT made between the NASHUA BOARD OF EDUCATION (hereinafter called the "BOARD") and the NASHUA TEACHERS' UNION LOCAL 1044, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (hereinafter called the "UNION"),

DATED: _____

ARTICLE I RECOGNITION

- 1:1 The "BOARD" recognizes the Nashua Teachers Union as the exclusive representative for the purpose of collective bargaining for "Unit B" concerning wages, hours and other terms of employment of all paraprofessionals employed in the Nashua School District.
- 1:2 All employees shall as a condition of continued employment, join the exclusive bargaining agent organization or pay to the exclusive bargaining agent organization a service fee in an amount determined by the Union. The Board shall deduct the amount of service fee as certified by the Union.

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

The form of the authorizations are shown as Appendix D and D-1 to this Agreement. The District will also recognize authorizations for voluntary dues deduction provided prior to the execution of this Agreement. A member will be able to revoke his or her authorization only between September 1 and September 15 of any school year.

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

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

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

ARTICLE II DEFINITIONS

- 2:1 The term "School", as used in this Agreement, means any work location or functional division maintained by the BOARD where instruction is offered to the children of Nashua.
- 2:2 The term "Principal", as used in this Agreement, means the responsible administrative head of a respective school.
- 2:3 The term "Teachers' Union Representative", as used in this Agreement, shall mean any duly authorized designee of the Federation.
- 2:4 Whenever the singular is used in this Agreement, it is to include the plural where the context clearly so indicates.
- 2:5 The term "employee", as used in this Agreement, means any member of the Bargaining Unit who has successfully completed the probationary period.

- 2:6 The term "active employment", as used in this Agreement, shall mean actual time physically present on the job together with any authorized paid leave granted pursuant to this Agreement.
- 2:7 The term "seniority", as used in this Agreement, shall mean accrued time in active employment as defined in 2.6. In the event of authorized unpaid leave, suspension or layoff, the employee shall retain such seniority as was accrued on the date of the authorized unpaid leave, suspension or layoff upon return to active employment, but shall commence further accrual only upon such return and shall not accrue seniority during such leave, suspension or layoff period. In the event of retirement, resignation or discharge, the employee shall lose all seniority.
- 2:8 The term "classification", as used in this Agreement, shall mean pay classification as defined in Appendix B and designated area as used in this Agreement is defined in Appendix C together with a designated grade level as defined in 7:1.3.b.

ARTICLE III GRIEVANCE PROCEDURE

Grievance and Arbitration Procedures

- 3:1 The purpose of this Article is to establish a procedure for the settlement of grievances which involve an alleged violation of a term or provision of the existing contract. All such grievances will be handled as provided in this Article.
- 3:2 No grievance shall be considered under the grievance procedure unless it is presented as provided below. A grievance must be referred to the next step as provided below or the grievance will be considered settled on the basis of the last answer given. If a grievance is once settled in any of the following steps, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration.
- 3:2.1 All grievances over which a Principal has no jurisdiction shall be submitted directly to the Superintendent within thirty (30) school days after the aggrieved party knows or should have known of the act or condition on which the grievance is based. Submission at any level within that thirty (30) school day period shall establish the timeliness of the grievance.
- 3:3 **Step 1**
- Any employee who has a grievance shall, with or without the Union Representative, discuss it first with the employee's Principal in an attempt to resolve the matter at that level.
- 3:4 **Step 2**
- If the grievance is not settled within ten (10) school days after presentation at Step 1, the grievant shall, within ten (10) school days thereafter, set forth the grievance in writing to the Principal, specifying:
- (a) The specific nature of the grievance and date it occurred;
 - (b) The provision(s) of this Agreement which is alleged to have been violated;
 - (c) The nature and extent of the injury, loss or inconvenience;
 - (d) The results of previous discussions;
 - (e) The basis for dissatisfaction with the decisions previously rendered;
 - (f) The remedy which is desired.
- The grievance shall be signed by the aggrieved employee and Union Representative before being presented to the Principal in Step 2.
- 3:5 If the grievance is not received in writing by the Principal in Step 2 within thirty (30) school days after the aggrieved party knows or should have known of the act or condition on which the grievance is based, the grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to the provisions of this Article. The Principal shall act upon the grievance within five (5) school days after receipt at Step 2 and shall communicate the decision in writing to the UNION.

3:6 **Step 3**

If the issue is not resolved after Step 2, the grievance shall, within five (5) school days after receipt of the Principal's decision be submitted to the Superintendent of Schools. The Superintendent shall act upon the grievance within a period not to exceed ten (10) school days and shall communicate the decision in writing to the Union.

3:7 **Step 4**

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

3:8 Failure at any step of this procedure by the Administration to communicate a decision on a grievance within the specified time limits shall permit an appeal of the grievance to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3:9 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the BOARD until such grievance and any effect thereof shall have been fully determined.

3:10 **Arbitration**

If a grievance involving the interpretation or application of a specific provision of this Agreement has not been settled after being fully processed through the grievance procedure above, then the UNION may submit such grievance to arbitration by giving written notice thereof to the BOARD not later than two (2) school weeks after the completion of Step 4. The grievance shall be considered as having been settled in Step 4, unless it is so submitted to arbitration within such time limit.

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

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

3:13 The choice of the Arbitrator shall be by Agreement of the parties. However, if such agreement has not been reached within one (1) school week after the receipt of such written notice submitting the grievance to arbitration, the grievance may be referred by the UNION to the American Arbitration Association for the selection of an arbitrator in accordance with the rules then obtaining, of said Association, applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement.

3:14 Each grievance shall be separately processed in any arbitration proceeding under this Article.

3:15 There shall be no right to arbitration to obtain, and no arbitrator shall have any power to award or determine, any change in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement.

3:16 The Arbitrator selected will confer with representatives of the BOARD and the UNION. The arbitrator will set forth findings, in writing, and submit them to the BOARD and the UNION.

3:17 The decision of the arbitrator, if made in accordance with the arbitrator's jurisdiction and authority under this Agreement, will be accepted as final and binding by both parties.

3:18 The BOARD agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the UNION agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

3:19 The arbitrator's fee will be shared equally by both parties to the dispute.

3:23 **Released Time**

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

3:24 **Summer Timeliness**

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

**ARTICLE IV
SALARY AND RATES OF PAY**

4:1 **Basic Salary Schedule**

All members of the Bargaining Unit, in the active employ of the District on the date of signing of this Agreement, will receive salaries in accordance with the pay classifications contained in Appendix A and the salary schedules contained in Appendices B-1, B-2, B-3 and B-4.

4:2 **Placement on the Salary Schedule**

- (a) Employees shall be notified with the first paycheck of the school year of their wage rate, stipends (per hour and/or annual), longevity pay per hour, paid holidays and paid leave for the current school year;
- (b) The commencement date for any grievance proceedings arising out of wages shall be the date of notification. Adjustment of errors in wages shall be made retroactive to the commencement of the current school year;
- (c) For the purpose of initial placement on the salary schedule, paraprofessionals shall be granted full credit for prior experience which is current and related to the position for which the paraprofessional is hired, as determined by the Assistant Superintendent, as well as credit for comparable employment in the Nashua School District. This clause shall not be applied retroactively in that present service, as determined, shall be deemed as final.
- (d) Members of the Unit will advance a Step on the salary schedule provided they have been in the active employment of the District a minimum of 90 school days during the preceding school year. All eligible employees shall be granted a step increase on September 1st, 2008 and on July 1st in each subsequent year.

4:3 **Mileage Allowance**

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

4:4 **Method and Time of Salary Payment**

The BOARD shall have the right to fix the day of the week paychecks shall be distributed to coincide with the requirements of the city's payroll processing system. Paychecks shall be distributed to personnel in individual envelopes.

4:5 **Overtime**

Any paraprofessional who is required to work in excess of 35 hours per week shall be compensated at one and one-half times the paraprofessional's regular hourly rate.

4:6 **Educational Benefits**

- A. The District agrees to provide the sum of \$8,000 effective September 1, 2008 for the purpose of reimbursement of tuition costs for employees with a regular work schedule of 1080 or more hours per school year. Such reimbursement shall be limited to courses taken at an accredited college or university, and which, in the opinion of the appropriate assistant superintendent of schools or designee, are job related and of benefit to the District. Reimbursement will be made only for courses completed with a grade of "C" or better for courses leading to a Degree, or leading to paraprofessional certification; or a grade of "pass", if a course is offered only on a pass/fail basis. Prior written approval of the Assistant Superintendent or designee is required prior to enrollment in the course for the course to be considered for reimbursement.
- B. The District agrees to provide \$12,000 effective September 1, 2008 per year to pay for costs associated with workshops put on within the School district. The money is to be used under the direction of the Paraprofessional Leadership Committee to set up workshops for the members of the bargaining unit. Bargaining unit members of the Paraprofessional Leadership Committee shall be appointed by the NTU President. A maximum of twelve (12) committee members shall each be paid \$20 per meeting for attendance at up to ten (10) committee meetings per year.
- C. The District agrees to pay one hundred percent of the tuition for courses or workshops which the employee is required in writing to take by the Superintendent or designee. Travel and interim living expenses for such required courses or workshops will be reimbursed in accordance with existing Board policy levels. Paraprofessionals will be paid at their regular rate of pay for time spent in such required courses.
- D. A Paraprofessional Staff Development Committee will become a Sub-Committee of the School District Teacher Staff Development Committee. The Paraprofessional Staff Development Committee will operate under the Staff Development rules created and approved by this Unit, the Nashua Board Education and the New Hampshire State Department of Education, The committee will include a liaison from the Administration.

4:7 **Severance Pay**

Upon the resignation, retirement or death of an employee in the employ of the Nashua School District who has at least ten (10) years seniority in the District, the Board shall pay to that employee, or the employee's estate in the case of death, \$30 for each day of the employee's accumulated sick leave then remaining.

4:8 **Holiday Pay**

Paraprofessionals working a regular schedule of 1080 or more hours per school year shall receive Christmas Day, Thanksgiving Day, the day after Thanksgiving, New Year's Day, and effective September 1, 2008, President's Day, and effective July 1, 2009, Memorial Day payable at the rate of the employee's regularly scheduled work day times their regular straight time rate of pay.

4.9 **Longevity Pay**

1. Effective September 1, 2006, longevity will be paid to all bargaining unit employees in the active employment of the District based on the following table. For purposes of longevity pay, seniority will be based on completed years of service as August 31st in any calendar year. An employee who has worked at least ninety (90) days in a school year shall be considered to have completed one year of service. The following amounts shall be added to the employee's normal rate of pay:

After ten (10) years seniority	\$500.00
After fifteen (15) years seniority	\$750.00
After twenty (20) years seniority	\$1000.00

2. Seniority will be computed as of the employee's anniversary date occurring on or prior to August 31st in any calendar year.

4.10 A stipend of \$250 will be awarded to those employees that meet the paraprofessional educational standards of the No Child Left Behind legislation as written on January 8, 2002 (completion of the local assessment, two years of college or an Associate's degree or higher). In the event that the standards under NCLB are eliminated, those employees that have qualified for the stipend shall continue to receive the annual stipend. In order to receive the stipend, paraprofessionals shall provide the supporting documentation on or before February 1st. Payment shall be made on or before the Thursday following February vacation. In order to receive the stipend the employee must be in the active employment of the district at the time of the stipend payment.

**ARTICLE V
SUPPLEMENTAL BENEFITS**

5:1 **Workers' Compensation Benefits**

Employees shall continue to be covered by the provisions of the New Hampshire Workers' Compensation Act.

5:2 **Supplemental Injury Benefits**

The following benefits shall be available only to paraprofessionals in active employment who work a regular schedule of 1080 or more hours per school year and shall be paid only for those days when school is in session.

- (a) A paraprofessional absent from work as the result of a work related injury or illness occurring during employment with the District, and who receives workers' compensation benefits, shall be paid by the District 100% of the difference between the employee's average daily wage as determined for the purpose of workers' compensation benefits, and the amount of daily workers' compensation benefits received by the employee for each day that school is in session;
- (b) It is intended that no employee shall receive for each day of absence more than the amount of daily pay as determined for the purpose of workers' compensation benefits. Any excess amounts received shall be forthwith returned to the BOARD;
- (c) Absences under this provision shall be charged to the employee's accumulated sick leave on the basis of one-half day sick leave deducted for each day of absence;
- (d) This supplemental benefit shall cease upon the exhaustion of the employee's sick leave entitlements;
- (e) 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;
- (f) An employee, absent from work due to a work-related injury or illness, may be terminated by the District after the exhaustion of workers' compensation benefits, or one year, whichever is sooner. Upon medical certification that the employee is fully able to perform the employee's former job responsibilities, an employee, terminated under this section 5:2 (f) because of an absence of one year, shall be rehired for the next available similar position as that held by the employee at the time of termination, provided the employee is qualified for the position.

5:3 **Health Benefits**

- A. Effective September 1, 2008, the following benefits shall be available only to employees in active employment who work a regular schedule of 1080 or more hours per school year and who have completed one (1) year of employment.

The Board of Education shall provide, subject to the provisions of this Article, upon the request of an eligible employee, the contribution as defined in Section 5 (B), toward the premium of an individual plan, subject to plan approval, of one, of the following, if available, or a comparable plan:

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

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

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

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

Comparable Plan Definition: For the purposes of this Article, a comparable plan means no additional out-of-pocket increases to employees and no reduction in current benefits and at least 95% of the current physicians, including specialists and hospitals.

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.

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

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

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

(B) The BOARD shall contribute toward the premium a sum equal to the following percentages, as contained in the table below based on years of service, of the single person premium of the applicable plan.

An employee shall become eligible for the group health insurance benefits on the first of the month following the conclusion of the eligibility period as defined in Section 5.3 (B) subject to plan approval.

<u>Years of Service</u>	<u>Effective 9/1/08</u>	<u>Effective 7/1/09</u>	<u>Effective 7/1/10</u>	<u>Effective 7/1/11</u>
2-5 years	50%	55%	60%	65%
6-10 years	55%	60%	65%	70%
11 or more years	65%	70%	75%	80%

5.4 Dental Insurance

Effective July 1, 2009, the Board agrees to provide, at no cost to the employee, single person dental coverage for the employees who work a regular schedule of 1080 or more hours per school year commencing on the first day of the month following the completion of the probationary period. The dental plan to be provided shall be the Northeast Delta Dental Plan which provides the following: Coverage A (100% diagnostic and preventive care); Coverage B (85% for basic restorative care for fillings, extractions, root canal therapy, periodontal treatment, repair of a removable denture, emergency palliative treatment); Coverage C (70% coverage for Major Restorative Care for removable and fixed partial dentures (bridge); complete dentures; rebase and relined dentures, crowns, onlays and implants). The total coverage per contract year is a maximum of \$1,500 per person for coverage A, B and C with no annual deductible. Additional coverage for the two-person or family plans may be purchased by the employee at his/her own expense.

**ARTICLE VI
LEAVES OF ABSENCE**

The following benefits shall be available only to paraprofessionals who work a regular schedule of 1080 or more hours per school year, and who have completed thirty (30) days of employment.

6:1 Sick Leave

1. Paraprofessionals who work a regular schedule of 1080 or more hours per school year shall be entitled to sick leave of 10 days without loss of pay. Each eligible paraprofessional's sick leave shall be accumulative to a total of 75 days. Each eligible paraprofessional having worked at least one complete school year in the Nashua School District may maintain sick leave and carry-over their accrued time. Should the paraprofessional move from the status of a paraprofessional having worked more than 1080 hours per previous school year, to a paraprofessional position of less than 1080 hours per school year, then return to a paraprofessional position of more than 1080 hours per school year, upon returning to a paraprofessional position of more than 1080 hours per school year without a break in service, the paraprofessional may regain the accrued sick leave time which had been earned prior to moving to a paraprofessional position of less than 1080 hours per school year.
2. No sick leave payments shall be applied retroactively for unpaid leave taken during the probationary period.
3. The District agrees that each employee entitled to annual sick leave shall be notified at the beginning of each school year of the employee's accumulation to date. Balances provided on the employee's pay stub shall constitute notice.
4. Sick leave shall be allowed only in the case of necessity and actual sickness or disability of the employee or the employee's children or spouse or domestic partner who reside with the employee, or for the employee to take physical and dental examinations or other sickness prevention measures. In case of the serious illness or accident of the spouse of the employee necessitating the employee's absence from work, the Principal or designee may grant absence from work with sick pay up to the amount of annual and accumulated sick leave to which the employee is entitled.
5. An employee must notify the principal prior to starting time, in order to draw sick leave pay. In order to qualify for paid sick leave of four (4) consecutive days or more, the employee may be required to present a doctor's certificate or other satisfactory evidence to the principal or supervisor, indicating the employee was unable to work due to sickness or injury during the period claimed.
6. The District may terminate any employee absent from work due to illness after exhaustion of benefits under this Article, exhaustion of authorized leave, or after three (3) month's of continuous absence.
7. In the event a newly hired employee leaves the employ of the District within 10 months of being hired, and has taken sick leave before leaving the District's employ, that employee shall return to the District all pay received for sick leave taken in excess of those days which bear the same ratio to the annual sick leave authorized as the number of full months worked by the employee bears to ten.

8. Payment to employees working 1080 hours or more per school year for time lost by reason of sick leave shall be made on the basis of the number of hours in the employee's regular daily work schedule. A deduction of one day from any sick leave to which the employee is entitled shall be made for each day of sick leave taken.

6.2 Sick Leave Bank

1. A Sick Leave Bank shall be maintained in accordance with this article for participating members who have exhausted their individual accrued sick leave as a result of a serious extended illness, incapacitating accidents.
2. Contributions must be made within thirty (30) calendar days from the date the person begins employment or within thirty (30) calendar days of a call for replenishment of the Bank. The initial contribution of participating members shall be one (1) day, with subsequent contributions of one (1) day for each call for replenishment. All contributions shall be voluntary.
3. A call for replenishment shall be made at any point in time when the balance of days in the Sick Leave Bank account falls below one (1) day times $\frac{3}{4}$ the number of members in the bank or 120 days, whichever is lower.
4. The operation of the Bank and withdrawals from it shall be governed by a Committee of two (2) members selected by the Union and one administrator selected by the Superintendent. The Committee shall establish such rules and operating procedures as may be necessary to administer the Bank. In considering requests for withdrawal from the Bank, the committee may require substantiating medical documents, and in all cases, the decision(s) rendered by the Committee shall be final and binding.
5. A member may withdraw sick days from the Bank only after:
 - 1) exhausting his or her individual accrued sick leave;
 - 2) receiving the approval of the Committee.However, withdrawals shall be retroactive to the first working day following the exhaustion of accrued sick leave benefits.

6:3 Personal Leave

1. Paraprofessionals who work a regular schedule of 1080 or more hours per school year and who have completed thirty (30) days of employment shall be entitled to non-accumulative leave of absence with full pay for the following reasons up to a maximum of four (4) days in any pupil school year.
 - (a) Marriage of the paraprofessional's children, parents, or immediate family as defined under Article 6:4;
 - (b) Graduation exercise of the paraprofessional or of the eligible paraprofessional's children;
 - (c) Required appearance in court;
 - (d) Observance of a nationally recognized religious holiday of the religion practiced by the paraprofessional;
 - (e) Compelling personal business that cannot be accomplished outside of the school day.
2. All leaves of absence referred to in Section 6:3 are subject to the following conditions:
 - (a) Except in emergency situations, at least 48 hours notice shall be given in requesting a personal day through the building principal. Lacking such notice the absence will be considered unauthorized and the paraprofessional taking unauthorized leave will not be paid;
 - (b) The Principal may, if necessary and for valid reason, withhold approval of requests for personal leave;
 - (c) Paraprofessionals requesting a personal day immediately preceding or following a holiday or vacation period must provide the Principal, or his/her designee, with the specific reason the personal day is being requested. No paid personal days will be granted for the aforementioned days for the exclusive purpose of extending the holiday or vacation period, or if the reason for which the day is requested could be scheduled on another day.

3. Personal leave days which are not used in any contract year will be added to the employee's accumulated sick leave balance as provided for in Section 6:1 of this agreement.
4. Paraprofessionals utilizing personal leave on an early release day shall receive the employee's regular rate of pay based on the employee's regular work day.
5. Paraprofessionals shall have the option to utilize their available personal leave days to receive compensation when school is closed due to inclement weather or unforeseen circumstances. Such election shall be made at the beginning of the contract year and shall not be revocable.

6:4 **Bereavement Leave**

- a. Paraprofessionals working a regular schedule of 1080 or more hours per school year may be granted up to seven (7) days per occurrence in any school year for a death of a spouse, domestic partner or child(ren) or step-equivalents for which there shall be no deduction in pay. A deduction of one day shall be made from any bereavement leave to which the employee is entitled for each day used, except that employees utilizing bereavement leave on an early release day shall receive the employee's regular rate of pay based on the employee's regularly scheduled work day.
- b. Paraprofessionals working a regular schedule of 1080 or more hours per school year may be granted up to three (3) days per occurrence in any school year for a death of a member of the immediate family of an employee for which there shall be no deduction in pay. "Immediate family" shall include: brother, sister, mother, father, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. A deduction of one day shall be made from any bereavement leave to which the employee is entitled for each day used, except that employees utilizing bereavement leave on an early release day shall receive the employee's regular rate of pay based on the employee's regularly scheduled work day.
- c. Paraprofessionals working a regular schedule of 1080 or more hours per school year may be granted up to two (2) days total in any school 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 (b) and close friends, provided the close friend lives in the employee's home. A deduction of one day shall be made from any bereavement leave to which the employee is entitled for each day used, except that employees utilizing bereavement leave on an early release day shall receive the employee's regular rate of pay based on the employee's regularly scheduled work day.
- d. Bereavement leave must be taken contiguous to the death and/or at the time of the funeral/memorial service.

6:5 **Released Time**

Up to three members of the Bargaining Unit will be entitled to released time, as needed without loss of pay or loss of personal days, for the purpose of contract negotiations, mediation and fact-finding.

6:6 **Court Appearances**

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

6:7 **Military Service**

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

6:8 **Selective Service Tests**

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

6.9 **Extended Leave**

Employees who have completed the initial probationary period are eligible to receive a leave of absence for the extended illness of the employee, or the employee's spouse, children, mother, or father for a period of up to twelve (12) weeks or the amount of accrued leave available to the employee, whichever is greater. During the period of such leave, the employee shall be entitled to utilize all of the employee's accrued leave at the employee's discretion. Once the employee's accrued leave is exhausted, the leave shall be unpaid. At the discretion of the Superintendent, an extended leave in excess of twelve (12) weeks or the employee's accrued leave, whichever is greater, and up to twelve (12) months may be granted. Upon exhaustion of the employee's paid sick leave or personal days, the employee is not be eligible to receive any of the benefits contained in this Agreement but may continue to access insurance benefits at the employee's own expense. The employee shall not lose any seniority the employee has earned up to the date of the approved leave. The employee desiring to return from such extended leave shall be assigned to the next available vacancy for which the employee is qualified and be eligible for all benefits upon the employee's return to work.

**ARTICLE VII
WORKING CONDITIONS**

7:1 **Employment Status**

1. The Administration shall, no later than June 1 of each school year, notify each employee of its intent to retain or not to retain the employee in employment for the following school year using Appendix E. This notification is subject to final passage of the City Budget by the Nashua Board of Aldermen, and to final allocations by the Board of Education of the funds budgeted. Employees will indicate their intention to return, no later than 10 calendar days immediately following the notification date referred to above.
2. The Administration shall notify employees of their tentative assignments for the coming school year no later than August 1.
3. During a planned reduction in staff, the following procedure will be used:
 - a. Where possible, staff reductions will be accomplished through attrition in staff.
 - b. In making involuntary staff reductions, the least senior paraprofessional within the designated area being reduced shall be laid off. If the paraprofessional in the position being reduced is not the least senior paraprofessional, the paraprofessional in the position being reduced shall be transferred to an available paraprofessional's position within the designated area. Such transferred paraprofessional shall serve a thirty (30) school day probationary period in the new position. If in the opinion of the building principal the paraprofessional is unable to perform satisfactorily in the new position, the paraprofessional will be placed in the recall pool. Before reaching a decision to displace a paraprofessional, the principal must meet with the paraprofessional to explain the reasons why the principal believes the work performance to be unsatisfactory. The reasons given by the principal shall not be arbitrary or capricious. The three designated areas, instructional paraprofessional, technical paraprofessional and district-

wide special education paraprofessional shall be in accordance with Appendix C. Designated grade levels shall be Grades Nursery-6, and Grades 7-12.

- c. When personnel are hired into designated areas previously reduced, preference will be given to personnel previously terminated under (b) above, within a designated area by order of seniority. If no paraprofessional is available for recall from within the designated area in which the vacancy exists, the District is not precluded, at its option, from hiring a paraprofessional in the recall pool from within another designated area.

All paraprofessionals recalled under this Section 7:1.3(c) will serve a 30 school day probationary period in the new position.

If a paraprofessional in the recall pool declines an offered position twice, the paraprofessional will have no further recall rights.

Except as otherwise provided, recall rights will last a maximum of two years from the date of layoff.

- d. If, in the opinion of the building principal, a paraprofessional under the provisions of this Section 7:1.3 is unable to perform satisfactorily in the new position to which the paraprofessional is transferred or recalled, the paraprofessional shall be returned to the recall pool in the paraprofessional's original designated area. A paraprofessional who is deemed, in the opinion of a building principal, to be unable to perform satisfactorily in three assignments shall have no further recall rights.
 - e. Within a designated area, transfer rights will be implemented before any recall rights. When crossing designated areas, recall rights will supercede transfer rights.
4. No member of the Bargaining Unit shall be dismissed or disciplined except for just cause after having completed the probationary period associated with a position.

7:2 Seniority

When requested to take a different position, by the Administration, the paraprofessional shall retain seniority and accrued leave time.

7:3 Evaluation

1. All evaluations shall be made openly, and shall be made by the employee's principal, assistant principal, associate principal, or department coordinator.
2. A copy of any written evaluation report, signed by the employee, shall be placed in the employee's personnel file and a copy given to the employee. The employee's signature shall not necessarily indicate agreement with the content of the report. The employee shall have the right to make a written reply which shall be attached to the evaluation report in the employee's personnel file. All evaluations will be reviewed, in person, with the employee by the person making the evaluation.

7:4 Personnel Files

1. Each employee shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character and efficiency maintained in the employee's personnel file with reference to evaluation of the employee's performance in the school district.
2. Upon request, the Administration shall provide to each employee copies of the records described above.
3. In the event that the Administration removes from the employee's file materials which it deems to be confidential, a dated notation will be placed in the file stating which materials have been removed.
4. Upon 24 hours notice, each employee shall have the right to review and reproduce material in the employee's personnel file.
5. The employee shall have the right to answer any material filed and the answer shall be attached to the file copy. The answer shall be reviewed by the Superintendent, Assistant Superintendent or Supervisor.
6. Reproductions of such material may be made by hand, or copying machine, if available.
7. (a) Any item contained in an employee's file to which an employee has not been given access shall not be utilized in any legal proceeding against the employee;
(b) An employee shall be given, upon request, a receipt for all transcripts, medical forms and all other material submitted to the Administration.

Workday/Workyear

1. The workyear shall consist of 180 pupil days. At the option of the District, special-education paraprofessionals may be required to attend a workshop on the work day preceding the first pupil school day. Such paraprofessionals will receive their regular daily rate of pay for attendance at the workshop. At the option of the District, newly hired or newly assigned paraprofessionals working with children with multiple needs may be required to work the day before the first pupil school day.
2. A paraprofessional's regular work schedule shall be established by the building principal or designee. Unless otherwise specified in this Article 7:5, such regular work schedule shall not begin earlier than 45 minutes prior to the commencement of the regular school day, or end later than 1 hour after the close of the regular school day.

If a pupil's IEP requires services to be provided at times beyond those specified in paragraph one above, the special education paraprofessionals working with the pupil will decide who among them works a different work schedule. In the event that the paraprofessionals are unable to decide, the paraprofessional who works with the pupil the most amount of time will be required to work a different regular work schedule. Such regular work schedule shall not begin earlier than 1 hour and 45 minutes prior to the commencement of the regular school day, or end later than 1 hour and 45 minutes after the close of the regular school day, the distribution of the time prior to the beginning of the pupil school day and after the close of the pupil school day to be at the discretion of the Principal. Should a paraprofessional's regular work schedule begin earlier or end later than the regular work schedule contained in paragraph 1 of this section, such a paraprofessional will be given reasonable access to a telephone for work related needs. If a paraprofessional does not consent to work this schedule, the paraprofessional will be transferred to a vacant position, if such is available for which the paraprofessional is qualified. If there is no vacancy, the paraprofessional will be placed in the recall pool.

Job coach paraprofessionals, who are informed prior to employment that they may be required to work evening hours, weekends, school vacation periods, summers and/or holidays, will be required to do so upon request. Such paraprofessionals will be provided a minimum of ten (10) calendar days notice prior to when such days/hours are required to be worked unless the paraprofessional waives such notice. The paraprofessional will be paid for a minimum of three (3) hours per day at such times regardless of the time actually worked. The paraprofessional who would not otherwise qualify under the provisions of Article 4:5 will be compensated at one and one-half times the paraprofessional's regular hourly rate for any time worked on Sundays or the following holidays -- New Years Day; Martin Luther King Day; Presidents Day (or the Monday of the school winter vacation week, whichever day is the designated District observance consistent with the school calendar); Memorial Day; July 4th; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; the Friday following Thanksgiving; and, Christmas Day.

3. Paraprofessionals shall make themselves available for meetings which extend beyond their regular work schedule, at the request of the appropriate Assistant Superintendent, or for emergencies which extend beyond their regular work schedule, at the request of the building Principal. Except in emergencies, 48 hours notice shall be given to paraprofessionals of times when they are expected to be available beyond their regular work schedule. Paraprofessionals shall be reimbursed for any such time worked which extends beyond their regular work schedule at their regular hourly rate of pay or, as applicable, in accordance with Article 4:5.
4. Unless an employee is specifically excused by the building Principal, employees shall be required to work their regular work schedule on delayed opening and early release days. If the employee is excused, the employee will be paid only for hours actually worked. No employee shall be required to work when a school day is canceled due to inclement weather or other emergencies. If the pupil school day is abbreviated by action of the District on an unscheduled basis due to an emergency, and a paraprofessional is specifically released from work before the conclusion of the paraprofessional's normal work day, the paraprofessional will be paid the paraprofessional's normal daily wage, regardless of the number of hours actually worked.
5. Temporary assignments of less than ten (10) consecutive pupil school days to cover absences or emergencies shall not constitute a regular schedule.
6. Each member of the bargaining unit shall be entitled to a thirty (30) minute unpaid lunch break.

7. Any paraprofessional who, on the date of the signing of this Agreement, is working a regular schedule of 1080 or more hours per school year, and, whose regular work schedule is involuntarily reduced below 1080 hours per school year, shall continue to receive those specific benefits set forth in writing in this Agreement to which that paraprofessional would have been entitled had he or she continued to have a regular work schedule of 1080 or more hours per school year.

7:6 **Discrimination**

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

7:7 **Duties and Job Descriptions**

1. Job descriptions shall be provided for all paraprofessional positions as designated in Appendix B C. The Union shall be provided a draft copy of a job description for any new paraprofessional position or any modified job description for an existing paraprofessional position. The Union shall be provided the opportunity to comment on new or modified paraprofessional job descriptions prior to their implementation. A copy of changes in paraprofessional job descriptions shall be furnished to the Union and those paraprofessionals affected.
2. In the event a paraprofessional substitutes or supervises for a teacher who is absent from the classroom in excess of one complete period at the secondary level or one continuous hour at the elementary level, such paraprofessional shall receive for the time so worked the per diem substitute teacher rate of pay or the paraprofessional's rate of pay, whichever is greater plus an amount based on a daily stipend in the amount of \$35.00. The per diem substitute teacher rate of pay will be prorated based on seven periods at the secondary level, or the paraprofessional's normal work hours at the elementary level.
3. Except as otherwise provided in Section 7:7.2, paraprofessionals normally will not be required to work outside their designated area. However, paraprofessionals may temporarily be required to work outside their designated area due to extenuating circumstances. Except in cases of emergency, no paraprofessional, other than a health paraprofessional, shall be required to assist a nurse or to transport a student who is ill or injured.
4. The Board agrees to indemnify any employee transporting a student for health reasons.

7:8 **Rules, Regulations and Policies**

1. There shall be a complete copy of the Rules, Regulations and Policies of the Board of Education, made available for access at each school building with new items added as they are promulgated by the BOARD.
2. It is agreed that all Building Representatives now have a complete copy of the Rules, Regulations and Policies of the Board of Education, and the Administration shall provide them with all new items as they are added.

7:9 **Tuberculin Testing**

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

- 7:10 All duties required to be performed by health paraprofessionals will be in accordance with RSA Ch. 200.

7:11 **Health and Safety**

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

**ARTICLE VIII
TRANSFERS, VACANCIES AND PROMOTIONS**

8:1 Transfers

1. Employees who desire a change in duty or building assignment may file a written statement of such desire with the Superintendent not later than June 21 of the school year preceding the school year for which the change is desired. Such request may be renewed, in writing, each year, if it is not granted on initial application.
2. Before an employee is assigned or transferred to a school, the Principal of the school in question will be consulted regarding said assignment or transfer.
3. Notice of transfer or of non-transfer will be given to the employee as soon as practicable and under normal circumstances not later than August 1.
4. In making transfers and filling new positions, a candidate's area of competence, quality of performance, the needs of the system, seniority and a candidate's wishes will be considered. An employee who has been transferred and objects to the transfer may request a meeting of the employee, Superintendent or designee and a Union representative. The Superintendent or designee will meet with the employee and/or Union representative to discuss the transfer.

8:2 Vacancy List

A list of known vacancies for the following school year will be posted annually by June 11. The listing will include, to the extent known, new positions, and openings occasioned by the retirement/ resignation of personnel. Paraprofessionals desiring to be considered for such positions will submit a letter to the Superintendent within ten (10) calendar days of the posting date.

New positions authorized after the aforementioned posting will be posted for five calendar days. Paraprofessionals desiring to be considered for such positions will submit a letter to the Superintendent within five (5) calendar days of the posting date.

Nothing contained in this section precludes additional listings, partial or total, at other times during the year. A copy of all listings will be sent to the Union office.

8:3 Promotions

1. Any paraprofessional who wishes to be considered for appointment to a position of teacher, librarian, guidance counselor, or another promotional position shall, before September 15 and April 20 of each school year, file, in writing, with the Director of Human Resources, the following information:
 - a. The areas for which the paraprofessional holds a valid New Hampshire certificate;
 - b. The positions, including the grade and/or subject area, for which the paraprofessional wishes to be considered;
2. In the event a vacancy occurs during the school year in the position of teacher, librarian, guidance counselor, or other promotional position within the District, the District will give consideration to those paraprofessionals who have filed the information in Article 8:3.1 above, and who are qualified/certified for the promotional position which is vacant.

8:4 Qualifications

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

8:5 Probation and Transfer Rights

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

that such accruals shall not exceed the maximum amount of accruals that are allowed to a person holding the position to which the employee is transferred or promoted. In the event there is an excess of accruals, the amount of accruals allowed to be retained shall be the same as the maximum amount of accruals allowed to a person holding the position to which the employee is transferred or promoted. In the event the amount of accruals is less than the amount allowed to a person holding the position to which the employee is transferred or promoted, the employee may continue to accrue such benefits as are allowed to a person holding that position up to the maximum amount allowed for that position.

3. In the event a present member of the Bargaining Unit is transferred or promoted to a position within the Bargaining Unit, the District, at its sole discretion, may, within 30 school days from the effective date of the transfer or promotion, transfer the employee to the employee's former position or to another position which has the same grade and pay rate as the position from which the employee was first transferred or promoted. The 30 day period may be extended as provided in 8:5.4.2 below. Transfers under this paragraph 8:5.3 shall not be grievable.
4.
 - a. All newly hired personnel, and all employees assuming a new position, shall be obliged to serve a probationary period.
 - b. The probationary period for all newly hired personnel will be sixty (60) days with a written evaluation completed by the end of this period. The probationary period for all employees assuming a new position within this Bargaining Unit shall be 30 school days of active employment as defined herein. The District may extend the probationary period up to the amount of authorized paid leave or sick leave taken by a probationary employee.
 - c. The District may terminate a newly hired person from employment within the sixty (60) day probationary period of active employment. Termination's under this Paragraph 8:5.4.3 shall not be grievable.
 - d. A newly hired probationary employee who is transferred or promoted to a different position within or outside the Bargaining Unit, prior to completing the initial sixty (60) day probationary period, shall complete the entire probationary period, if any, associated with the position to which the employee is transferred or promoted, and shall be entitled to benefits, if eligible, notwithstanding the fact that active employment may have been served in more than one position.

ARTICLE IX UNION REPRESENTATIVES

9:1 Official List of Nashua Teachers Union Representatives

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

ARTICLE X UNION PRIVILEGES AND RESPONSIBILITIES

10:1 Fair Practices

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

10:2 Recognition of Local Organization Representative

The Principal shall recognize the UNION building representative as the official representative of the local organization in the schools.

10:3 Distribution of Materials - Mail Boxes

Officers or officials of recognized employee organizations shall have the right to reasonably use the school mail boxes for distribution of organizational material provided such materials are in good taste and provided that such materials shall not include campaign organization material related to local, state, or national political matters. Each school shall have a single mail box for the use of all paraprofessionals in the building.

10:4 **School Meetings**

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

10:5 **No Local Organization Activity on School Time**

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

10:6 **Protection of Individual and Group Rights**

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

10:7 **Information**

1. The BOARD shall make available to the UNION, upon its request, any and all available information in the public domain, such as statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.
2. If the public agenda of a BOARD meeting has been prepared 24 hours in advance of such BOARD meeting, it shall be made available to the President of the UNION.
3. A copy of the minutes of all BOARD meetings shall be made available to the President of the UNION.

10:8 **Faculty Bulletin Board Use**

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

10:9 **Leave For Union Business**

- A. In the event a member of the Bargaining Unit is President of the UNION, that member, or a single designee from the Unit, shall be granted three (3) days paid leave to attend legislative hearings. Not more than one (1) person from the entire UNION membership shall be entitled to this leave.
- B. The President of the UNION, upon request, shall be granted either a reduced paraprofessional schedule of 50% that of a full-time paraprofessional, or a leave of absence. A request for such reduced schedule, or leave of absence, must be made no later than June 15 of the school year prior to the school year for which the request is effective.

Arrangements for the reduced paraprofessional schedule are to be made between the Union and the District Administration and approved by the Superintendent.

- C. In the case of the reduced paraprofessional schedule, salary and benefits paid by the District shall be in accordance with the provisions for part-time paraprofessionals.

For the first two (2) consecutive years of a reduced paraprofessional schedule, the President, for the purpose of seniority, will receive full-year credit annually. After the first two consecutive years, the President will be credited for seniority on the same basis as part-time paraprofessionals.

- D. In the case of a leave of absence, the District shall not be liable for any salary or benefit costs. Insurances may be extended at the President's expense to the extent mandated by State and Federal law.

The President, at the President's expense, may maintain enrollment in the City of Nashua's Group Health Insurance for the first two (2) years of a leave of absence, if so allowed by the insurance carrier.

For the first two (2) consecutive years of a leave of absence, the President shall retain all rights to the paraprofessional position the President formerly held. The provisions of Articles 7:1 Employment Status and 8:1 Transfers shall apply to the extent they may impact on said rights. Upon a request to return from a leave of absence which extends beyond two (2) consecutive years, the President shall be assigned the next available position for which the President is certified and qualified.

The President shall continue to accrue seniority for the first two (2) consecutive years of a leave of absence pursuant to the provisions of this article.

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

10:10 **AFT Conference Attendance**

Up to two (2) days paid professional leave shall be granted to one (1) employee or one (1) day each to two (2) employees as designated by the President of the Union for the purpose of attending The American Federation of Teachers Annual Paraprofessional and School-Related Personnel Conference, at no cost to the District. In order to share information from the Conference, the employee so designated shall conduct a workshop, or prepare a report to be distributed, or other equivalent activity designed to communicate the information to other paraprofessionals.

**ARTICLE XI
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS**

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

**ARTICLE XII
CONFORMITY TO LAW AND SAVING CLAUSE**

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

**ARTICLE XIII
MISCELLANEOUS PROVISIONS**

13:1 **Adherence to Rules, Regulations, Policies and Provisions**

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

13:2 **Expenses of Printing and Distributing Agreement**

The BOARD agrees to pay for the cost of printing this Agreement in booklet form. The UNION agrees to distribute a copy of this Agreement to each employee presently employed by the BOARD and to each new employee employed by the BOARD. The BOARD shall have a sufficient number of copies of this agreement printed for the UNION distribution to each employee as provided in this Article 13:2, which copies will be delivered to the UNION.

13:3 Meetings

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

13:4 Management Rights

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

1. To the executive management and administrative control of the School System and its properties and facilities;
2. To hire, promote, transfer, assign and retain employees in positions with the Nashua School System and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational social events for the students, all as deemed necessary or advisable by the BOARD;
4. To decide upon the basic means and methods of instruction and the duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative, instructional and non-instructional activities, and the terms and conditions of employment.

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

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

**ARTICLE XIV
DURATION OF AGREEMENT**

14:1 The provisions of this Agreement, unless otherwise specified, shall become effective as of September 1, 2008 and shall continue and remain in full force and effect to and including June 30, 2012 when it shall expire, unless an extension is agreed to by both parties and expressed in writing prior to such date. The BOARD and the UNION agree to begin negotiations of a successor Agreement concerning wages, hours, and other terms and conditions of employment no later than January 31, 2012.

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

NASHUA BOARD OF EDUCATION

NASHUA TEACHERS UNION
LOCAL 1044 AFL CIO

BY Thomas E. Voss

BY Robert G. Sherman

BY Jack Kelley

BY _____

Dated 7/14/08

Dated 7/16/08

APPENDIX A
Salary Classifications

Salaries are paid in accordance with the following three pay classifications:

- I. Instructional Paraprofessionals
 - Title I
 - ESL (English as a Second Language)
 - Panther Pre-School
 - Culinary Arts
 - Kindergarten
 - Classroom Special Education
 - Library
 - Health

- II. Technical Paraprofessionals
 - Media
 - Graphic Arts
 - Science
 - Computer
 - Health Occupations
 - Alternative Room (in school suspension)
 - Job Coach

- II. District –Wide Special Education Paraprofessionals

Appendices B-1 to B-4

Appendix B-1	2.00%	2.25%	2.50%	3.00%	3.00%
Effective September 1, 2008	Credited Years				
	of Experience				
Designated Classification	0-2	3-5	6-9	10-14	15+
Instructional Para	\$11.23	\$11.79	\$12.94	\$15.04	\$15.49
Technical Para	\$11.56	\$12.12	\$13.26	\$15.37	\$15.83
SPED District Wide Programs	\$11.88	\$12.44	\$13.59	\$15.69	\$16.16
Appendix B-2	2.00%	2.25%	3.00%	3.00%	3.00%
Effective July 1, 2009	Credited Years				
	of Experience				
Designated Classification	0-2	3-5	6-9	10-14	15+
Instructional Para	\$11.45	\$12.05	\$13.32	\$15.49	\$15.95
Technical Para	\$11.79	\$12.39	\$13.66	\$15.83	\$16.30
SPED District Wide Programs	\$12.12	\$12.72	\$14.00	\$16.16	\$16.64
Appendix B-3	2.00%	2.50%	3.00%	3.25%	3.25%
Effective July 1, 2010	Credited Years				
	of Experience				
Designated Classification	0-2	3-5	6-9	10-14	15+
Instructional Para	\$11.68	\$12.36	\$13.72	\$15.99	\$16.47
Technical Para	\$12.02	\$12.70	\$14.07	\$16.34	\$16.83
SPED District Wide Programs	\$12.36	\$13.04	\$14.42	\$16.68	\$17.18
Appendix B-4	2.00%	2.75%	3.00%	3.25%	3.50%
Effective July 1, 2011	Credited Years				
	of Experience				
Designated Classification	0-2	3-5	6-9	10-14	15+
Instructional Para	\$11.92	\$12.70	\$14.13	\$16.51	\$17.05
Technical Para	\$12.26	\$13.05	\$14.49	\$16.87	\$17.42
SPED District Wide Programs	\$12.61	\$13.40	\$14.85	\$17.22	\$17.78

APPENDIX C
DESIGNATED AREAS

I. Instructional Paraprofessionals

Title I
ESL (English as a Second Language)
Panther Pre-School
Culinary Arts
Kindergarten
Classroom Special Education
Library
Health

II. Technical Paraprofessionals

Media
Graphic Arts
Science
Computer
Health Occupations
Alternative Room (in-school suspension)
Job Coach

III. District –Wide Special Education Paraprofessionals

Appendix D

TO NASHUA BOARD OF EDUCATION:

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

EMPLOYEE'S NAME (PLEASE PRINT)

SOCIAL SECURITY NUMBER

EMPLOYEE'S SIGNATURE

SCHOOL

EMPLOYEE'S ADDRESS

DEPARTMENT/POSITION

Please return this form to: Nashua Teachers' Union

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

Appendix D-1

Agency Fee Authorization

TO NASHUA BOARD OF EDUCATION:

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

EMPLOYEE'S NAME (PLEASE PRINT)

SOCIAL SECURITY NUMBER

EMPLOYEE'S SIGNATURE

SCHOOL

EMPLOYEE'S SIGNATURE

DEPARTMENT/POSITION

Please return this form to: Nashua Teachers' Union

SIDEBAR

ALTERNATIVE MODELS OF HEALTH CARE PLANS

The Nashua School Board and the Nashua Teachers' Union mutually agree that the Unit will actively and in good faith pursue with the City of Nashua, alternative models of health care plans, policies, and structure that meet both the City's goal of reducing and/or containing health insurance costs and that meet the health care needs of City employees. Further, the Unit will in good faith, give due consideration to viable alternatives and will agree to amend any existing Collective Bargaining Agreement at such time when a mutually agreeable health insurance alternative is identified.

SIDEBAR

HEPATITIS B VACCINATIONS

The Nashua Board of Education and the Nashua Teachers' Union, Unit B, at the conclusion of negotiations for the Contract covering the period of September 1, 1999 to August 31, 2002, mutually agree to refer to the Joint Loss Management Committee, for their consideration and resolution, the issue of Hepatitis B vaccinations wherein the Union had proposed that ... "Hepatitis B vaccinations be provided to all employees at the expense of the Nashua Board of Education". ...

NASHUA BOARD OF EDUCATION

NASHUA TEACHERS UNION
LOCAL 1044 AFL CIO

BY Thomas L. Vayl

BY Robert E. Sherman

BY Jack Kelley

BY _____

RATIFICATION/APPROVAL
PROCESS AND APPLICATION OF BENEFITS

The Nashua Board of Education and the Nashua Teachers' Union mutually agree that the Board of Education's ratification of their Agreement for Unit B dated September 1, 2008 through June 30, 2012 is subject to Aldermanic approval of the cost thereof and Aldermanic appropriation of sufficient funds in addition to those contained in the City of Nashua approved budgets and contingency accounts as adjusted, and the transfer of all of said funds to the Board of Education thereby permitting it to fund the referenced Agreement. Failing such appropriation and transfer, the Agreement shall be null and void and the parties shall continue to negotiate a successor agreement as provided by law.

Date: 7/14/2008

Thomas C. Vaughn
Thomas Vaughn, President
Nashua Board of Education

Robert Sherman
Robert Sherman, President
Nashua Teachers' Union

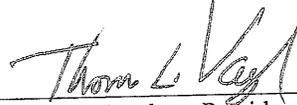
SIDEBAR
TRANSPORTATION OF STUDENTS

In instances when a paraprofessional is required to drive students, the Board and the Union agree to the following:

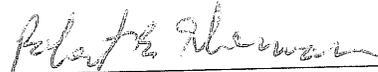
1. Paraprofessionals, hired after May 13, 1991, will be informed prior to employment that they may be required to drive students and will be required to do so upon request.
2. Paraprofessionals, hired prior to May 13, 1991, may volunteer to drive students, but will not be required to do so. If a paraprofessional in a position which requires the paraprofessional to drive students elects not to do so, that paraprofessional may displace the least senior paraprofessional within the same designated grade level and designated area. The displaced paraprofessional may elect to assume the position requiring the driving or be placed in the recall pool.
3. If a position requiring a paraprofessional to drive is vacant and there is no recall pool, the District can consider transfer requests to that position, or hire a new paraprofessional.
4. If a position requiring a paraprofessional to drive is vacant and there is no recall pool, the District shall adhere to the provisions of Article 7:1 of the Master Agreement.
5. If a paraprofessional drives a vehicle containing more than four students, another adult will accompany the paraprofessional in the vehicle.
6. The District will pay a paraprofessional, required to drive, an additional two dollars per day on any day the paraprofessional actually drives.
7. The District will provide a vehicle for the paraprofessional to drive and will pay the cost of any required training and license fees.
8. The Board agrees to indemnify any paraprofessional transporting students under the provisions of this sidebar.

7/14/2008

Date



Thomas Vaughan, President
Nashua Board of Education



Robert Sherman, President
Nashua Teachers' Union

9/13/95

RESOLUTION R-08-108

**Approving the cost items of a
collective bargaining agreement
between the Nashua Board of
Education and the Nashua Teachers'
Union, Local #1044 AFT, AFL-CIO, Unit
B Paraprofessionals, from
September 1, 2008 through
June 30, 2012**

IN THE BOARD OF ALDERMEN

1ST READING AUGUST 12, 2008

Referred to:

BUDGET REVIEW COMMITTEE

2nd Reading SEPTEMBER 9, 2008

3rd Reading

4th Reading

Other Action

Passed SEPTEMBER 9, 2008

Indefinitely Postponed

Defeated

Attest: *[Signature]*
City Clerk

[Signature]
President

Approved Sept 12, 2008
(Date)

[Signature]
Mayor's Signature

Endorsed by

[Signature] COX
[Signature] TABACCO
[Signature] CLEMONS
[Signature] WILSHIRE
[Signature] RAMONSON

Vetoed:

Veto Sustained:

Veto Overridden:

Attest: _____
City Clerk

President