

CONTRACT

Between the

**HUDSON SCHOOL DISTRICT SECRETARIES
AFT LOCAL #6260, AFT-NH, AFL-CIO**

and the

SCHOOL BOARD

of the

**HUDSON, NEW HAMPSHIRE
SCHOOL DISTRICT**

from

July 1, 2018 through June 30, 2022

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PREAMBLE

To encourage and increase harmonious working relationships between the Hudson School District (hereinafter the "District") represented by the Hudson School Board, (hereinafter the "Board") being the Board of Education for the Hudson School District, and its secretaries represented by the AFT-NH (hereinafter the "Union") join in this Agreement.

THIS AGREEMENT made and entered into on this 15th day of May 2018 by and between the Board acting for the District and the Union.

For the Hudson School Board
Malcolm Price, Chair
Stacy Milbouer, Vice-Chair
Lee Lavoie
Patty Langlais
Darcy Orellana

Hudson School Secretaries
AFT Local #6260, AFT-NH, AFL-CIO
Secretaries
Kelly Fontaine, President
Caryn Noonan
Barbara Hynes

ARTICLE I

RECOGNITION

The Board agrees to recognize the Union as the sole and exclusive bargaining agent in the matter of wages, hours and other conditions of employment for all secretaries employed by the above-named Public Employer.

The term “secretaries” includes regular full-time (37.5 or more hours per week and 40 weeks or more per year) and regular part-time (less than 37.5 hours per week but at least 40 weeks per year).

This agreement does not apply to newly hired personnel until they have completed their ninety-(90) day probationary period, nor to temporary employees.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. Negotiations for a successor agreement shall begin no later than the May 15th prior to the last year of this agreement. It is the responsibility of the AFT-NH Local # 6260, AFT, AFL-CIO to notify the Board in writing prior to that date of its desire to begin negotiations.

Failure to do so shall relieve the Board of any obligation to bargain a successor agreement for the following year, and time is of the essence. The two parties at the first negotiations meeting shall set ground rules for negotiations.

Both parties agree to freely exchange ideas, proposals and counterproposals, and negotiate in good faith.

Any part of the negotiation agreement, which is found to be contrary to law, will not be binding on either party.

In the event either party declares impasse, the guidelines established under RSA 273-A shall be followed.

- B. Any agreement set forth herein, which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the cost items have been approved by the voters of the District. The Board shall make a good faith effort to secure the funds necessary to implement said agreement. If the voters of the District do not approve the cost items, either party may reopen negotiations on all or part of the entire agreement.
- C. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set

forth in this agreement. Therefore, the District and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be so obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

ARTICLE III **ASSIGNMENT/TRANSFERS/SENIORITY**

Secretaries are hired to work for the Hudson School District, not a specific school.

1. The Superintendent of Schools or designee shall make all assignments and transfers within the District.
2. Assignments shall be for the forthcoming school year, subject to reassignment where necessary in the best interests of the District. Such reassignments shall be considered as involuntary transfers and may be made at the sole discretion of the Superintendent. Involuntary transfers are to be avoided if possible. Prior to any involuntary transfer, the Superintendent or his/her designee shall meet with the affected employee(s) to consider the employee's input on the transfer.
3. Prior to involuntary transfer of any secretary, the Superintendent, or Designee, shall consider any volunteer to fill said vacancy.
4. A vacancy shall be defined for purposes of this Article as a bargaining unit position (either existing or new), which the Board wishes to fill.
5. Vacancies shall be posted prior to being filled.
6.
 - a. Vacancies shall be filled with qualified applicants from within the unit unless there are more qualified applicants from outside the unit who have applied for the position.
 - b. In the event the vacancy is to be filled from within the unit the Superintendent shall have the right to make promotions and transfers of employees on the basis of qualifications, ability and performance of duty as judged by the Superintendent in collaboration with the building supervisor, but shall be governed by District seniority where two or more applicants are more or less equally qualified. In the event that the decision is made on the basis of seniority, full time employees shall have preference over part time employees. If the vacancy is filled on the basis of seniority the filling of the vacancy may not be grieved.

7. Seniority shall be defined as continuous years of service to the Hudson School District in a position in this bargaining unit. A break in service of more than twelve (12) months, except if on an approved leave of absence, shall cause a break in seniority using the last date hired as the new seniority date. Seniority shall be calculated based on full-time equivalent years of service.

ARTICLE IV
OVERTIME/COMP TIME WORK
AND REST PERIOD

A. Overtime:

For the purposes of overtime computation the work schedule shall consist of five (5) consecutive eight (8) hour workdays, inclusive of one (1) meal period.

Overtime will be paid at one and one-half (1½) times an employee's regular hourly rate after the employee has worked eight (8) hours in a day and forty (40) hours during a week. All overtime must be approved by the Superintendent of Schools or Designee before worked for computing overtime.

Holidays and approved paid absences, excluding use of sick time, are counted as time worked for computing overtime.

With advanced approval of the Superintendent or his Designee, secretaries may elect to take compensatory time off in lieu of paid overtime; earned compensatory time to be calculated in the same manner as paid overtime.

B. Lunch Period:

The work schedule will provide for a one half-hour paid lunch per day, and a break of ten (10) minutes in length.

C. Hours of Work:

This article shall not be interpreted to guarantee any particular number of hours or days of work in any day or week.

ARTICLE V
ATTENDANCE & CALL INTO WORK

A. Attendance:

The secretaries are expected to be prompt and regular in attendance at work. As soon as a secretary knows he/she is going to be late or absent, he/she must notify his/her supervisor.

B. Call Into Work:

Any secretary called back to work at any time after his/her regular shift to address a specific problem shall receive a minimum of three (3) hours pay at the straight time rate, even if the problem is corrected in lesser time.

ARTICLE VI
LEAVES/VACATIONS/HOLIDAYS

A. Vacations:

1. Vacation accumulation at the full-time rate only applies to secretaries who are regularly scheduled to work at least 37.5 hours per week and 52 weeks per year.¹ Secretaries who have a regular work schedule of at least 25 hours per week for 52 weeks per year shall earn vacation time on a pro-rated basis.²
2. Vacation time will be earned as follows for full-time employees:
 - 1-5 years---15 days
 - 6-10 years---20 days
 - 11-20+ years---25 days

“Years” shall mean continuous years of service to the District in a bargaining unit position for all employees newly hired into the District after July 1, 2015. For all Hudson School District personnel hired on or before July 1, 2015, total years of service to the Hudson School District in any position shall count towards years of service. A break in service to the Hudson School District of more than twelve (12) months shall be considered a break in the years of service for purposes of earning vacation time.

3. Vacation that is earned in one (1) contract year is to be taken the next contract year.

¹ *Example: A full time secretary (37.5 hours per week and 52 weeks per year) with 7 years experience accumulates vacation at a rate of 20 days for the year. [37.5 x 52 = 1950 total hours per year].*

² *Example: A regularly scheduled part-time secretary who works 25 hours per week for 52 weeks works 1300 hours per year. Pro-rated from a full time employee who works 1950 hours per year (37.5 hours per week x 52 weeks) and is in the 1-5 year category would earn 66% of 15 days for 9.99 days per year rounded to 10 days. The same pro-ration approach would be applied to the 6-10 and 11-20+ year categories.*

4. New employees into the bargaining unit or current district part-time employees becoming full-time may utilize, at their choice, up to 5 days of vacation time after the first 6 months of employment. Any time used will be deducted from the total of the 15 days accrued during the first year of employment.

B. Holidays:

Secretaries, whose regular work schedule includes a holiday listed below, shall be eligible for holiday pay. To be eligible for holiday pay, the secretary must have worked the last scheduled day before and the first scheduled day after the holiday. A secretary on paid vacation, shall be paid for the holiday or given an additional day off with pay.

New Year's Day	Memorial Day
Independence Day	Labor Day
Civil Rights Day	Columbus Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day
President's Day	

Actual days to be celebrated will be set forth on the school calendar. In the event the holiday falls on a weekend or when school is in session, the District shall designate a substitute day for such holiday. Holiday pay shall be paid at the secretaries' regular straight time rate.

C. Illness: The intended use of this leave is for legitimate illness or disability of the employee or for emergency. Secretaries may accumulate sick leave at 1.3 days per month during the months they are employed. Maximum accumulation of sick days shall be one hundred and twenty (120) days. The District reserves the right to require a doctor's certificate for illnesses of more than three (3) consecutive days or instances where it is reasonable to prevent improper use of leave. "Emergency" for purposes of this article shall be limited to such cases as home exigencies, quarantine by the Health Department, serious illness or injury of a member of the employee's immediate family, or permanent member of the household requiring care by the employee, FMLA purposes and any other reasonable use approved by the employee's immediate supervisor or Superintendent of Schools.

D. Sick Bank:

1. The Sick Bank will be used by, and available to, all secretaries for use after all their accumulated sick time has been exhausted. The sick bank may only be used for the employee's own personal illness or injury.
2. Any secretary may apply for the use of the Sick Bank by providing the following to the Superintendent of Schools or his/her designee.
 - (a) A written request to draw from the Sick Bank.
 - (b) A letter from his/her doctor stating the nature of the illness, the initial date of required absence, and the expected date of ability to return to work.

3. If at any time the number of sick days in the sick bank falls below four times the number of secretaries in the bargaining unit, one day per secretary will be deducted from each secretary and added to the sick bank on the first day of the following school year and each succeeding school year until the number of days exceeds a number equivalent to six times the number of secretaries in the bargaining unit.
4. A committee consisting of 2 secretaries and the Superintendent or his/her designee will then review the request and related information and determine the appropriateness of granting Bank Days and to what extent use will be permitted.
5. The committee's decision shall be final and binding, and is not subject to the parties' grievance procedure.
6. When approved, the secretary will receive salary at his/her regular rate of pay for the period between exhaustion of the secretary's accumulated individual sick leave and expiration of the 90-day waiting period for long-term disability insurance benefits. However, in no event shall a secretary receive more than 60 days per school year from the sick bank.

E. Personal Leave:

Each secretary is entitled to two (2) paid days non-accumulative personal leave of absence annually. Except in emergency situations, at least 24 hours notice should be given. Personal leave may only be used for such matters as home emergencies, religious holidays, court appearances or other pressing personal business, which cannot be conducted outside the school day.

F. Bereavement Leave:

In the event of a death in an employee's immediate family (mother, mother-in-law, father, father-in-law, spouse, children, brother, brother-in-law, sister, sister-in-law, grandparents, grandchildren, spouse's grandparents) that secretary shall be given up to three (3) days of leave, and he/she shall be paid at his/her regular straight time rate for such leave. This provision shall be applicable only to the secretaries who are scheduled to work at the time of and immediately following the death.

Additional bereavement leave may be granted with the permission of the Superintendent of Schools.

G. Jury Duty:

The District agrees to provide a leave of absence for a secretary summoned to jury duty. Provided the secretary signs over to the District the fees received for jury duty (minus any payment for mileage), the District shall pay the secretary his/her regular wage in full for that day. At the conclusion of the secretary's daily period of jury duty, he/she shall return to work unless 3 or more hours of his/her scheduled work day has passed.

Compensation will be for time spent in service for the court.

H. Military:

1. (a) Active Duty: Any employee who is drafted or otherwise called to active military duty with the Armed Forces of the United States will be granted military leave. During military leave the employee will receive his/her rate of pay less the amount of compensation, including allowances, received from the military for up to two (2) weeks per year. Upon return from military leave, the rate of pay and other benefits will be the same as if the employee had worked continuously with the District in the assignment held when the period of military leave commenced.

(b) Qualifying Exigency Leave: In the event that a member of the employee's immediate household is called to covered active duty, such as a short notice deployment (i.e., deployment within seven or less days of notice), the employee will be granted time off to address necessary family matters in accordance with the Family and Medical Leave Act (FMLA).

2. Reserve Duty: When an employee who, as a member of one of the reserve components of the Armed Forces, is required to meet his/her annual two week obligation, the employee will be granted military leave. During military leave the employee will receive his/her rate of pay less the amount of compensation, including allowances, received from the military for up to two (2) weeks per year.

3. Notice of leave request: Any employee needing time away from work for service or training in the military must make the superintendent aware of the need for leave as soon as written or verbal orders from the military are received. Such notice will be in writing and shall provide all pertinent information such as first day on leave and the anticipated return to work date. If an employee is seeking military leave for reserve training during the school year, s/he shall provide verification that such training could not otherwise occur during the summer recess period when school is not in session.

4. Reinstatement to work: As soon as an employee on active duty has a return to work date, s/he must notify the superintendent in writing. The District will reinstate the employee promptly in accordance with applicable law. Employees seeking reinstatement may be asked to provide documentation of the timeliness of the reinstatement request and/or the total time spent in active service (i.e., for periods of service of 181 days or more, application for reemployment must occur within 90 days of release from duty).

5. Disabled service members: If a returning employee was disabled or a disability was aggravated during uniformed service, the District will make reasonable accommodations and efforts to help the employee perform the duties of his/her reemployment position.

I. Other:

The District may grant a leave of absence paid or unpaid for any other reasons it deems appropriate. The grant or denial of leave under this provision shall not be subject to the provision of the grievance procedure.

J. Maternity Leave:

All state and federal laws shall govern maternity leave.

K. Union Leave

The President of the HSDS or his/her designee shall be granted time off with pay for the purpose of attending AFT-NH business meetings or training sessions, or testifying before legislative bodies. The total number of days used for this purpose shall not exceed three (3) days. Notice shall be provided to the Superintendent or his/her designee at least five (5) school days in advance of such absence.

ARTICLE VII
DISCIPLINE AND TERMINATION PROCEDURE

No employee shall be disciplined without just cause.

Discipline will be in the form of:

1. Verbal reprimand.
2. Written reprimand.
3. Suspension without pay.
4. Discharge.

Written reprimands, notices of suspension and notices of discharge which are to become part of a secretary's personnel file shall be read and acknowledged by signature of the secretary. Secretaries may examine their own individual personnel files during normal working hours of the SAU 81 office and under the direct supervision of the employer.

Discipline will normally be progressive, but may be imposed at the discretion of the Superintendent or his/her designee at any level depending upon the severity of the infraction.

Documentation of verbal and written reprimands shall be removed from an employee's file after two (2) years, providing there has been no other discipline imposed during the two (2) years.

ARTICLE VIII
GRIEVANCE PROCEDURE

A. Definition:

A grievance shall mean a claim by an employee as defined in the Recognition Clause that there has been a violation, or misapplication of one or more provisions of this agreement.

B. Initiation of Grievance:

A grievance to be considered under this procedure must be initiated in writing by the employee within five (5) working days of the occurrence, or from the time the employee should have known of its occurrence.

C. Procedure:

Step 1: Any employee who has a grievance shall first discuss it with his/her building principal in an attempt to resolve the matter mutually at that level. A decision shall be rendered within five (5) working days.

Step 2: If the employee is not satisfied with the decision, he/she may appeal the decision to the Superintendent within five (5) working days after receipt of the decision of the immediate supervisor. The appeal shall be in writing and must specify:

- a) The provision of the Agreement alleged to have been misapplied.
- b) The nature of the alleged violation or misapplication.
- c) The injury and the loss which is claimed; and the remedies sought.
- d) The Superintendent shall investigate the matter and communicate the decision in writing to the grievant within ten (10) working days from the receipt of the written grievance.

Step 3: If the employee is not satisfied with the decision of the Superintendent he/she shall notify the Union, who may appeal the grievance to the School Board in writing within five (5) working days after the receipt of the Superintendent's decision. The Board or committee thereof shall review the grievance and, at its option, may hold a hearing within fifteen (15) days of receipt of the grievance with those involved in the grievance prior to making its decision. The School Board shall render its decision in writing within fifteen (15) days after the receipt of the appeal, or within fifteen (15) days of the close of the hearing, if one is held.

D. Arbitration:

1. At the sole option of the Union arbitration may be utilized in an attempt to settle a grievance.
2. Notification that arbitration will take place must be made in writing by the Union to the Superintendent within five (5) working days after the receipt of the decision from the previous step.
3. The Union shall file a demand of arbitration with the American Arbitration Association within five (5) working days of the notification in Paragraph 2.
4. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room shall be borne

equally by the Board and the Union. Any other expenses shall be paid by the party incurring same.

5. The Arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The Arbitrator may award a "make whole recommendation," but may apply no penalty payments.
6. The decision of the Arbitrator shall be final and binding on the parties; provided however, either party may appeal under the provisions of RSA 542:8.

E. Waiver of Time Limits:

The time limits at any step of the grievance or arbitration procedure may be revised or modified by mutual agreement of the parties.

F. Failure to Observe Time Limits:

Failure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure in any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.

G. Special Rule for Termination:

The entry level for grievances involving the termination of any employee shall be Step 3 and must include all the written specifications required at Step 2.

ARTICLE IX **DEDUCTIONS**

A. Credit Union:

The employer agrees to deduct on a bi-weekly basis for the Local Union's Credit Union, known as the Granite State Credit Union, St. Mary's Bank or Digital Credit Union, any amount authorized by written authorization of the employee. No deductions shall be made which are prohibited by applicable law.

B. Union Dues:

The Board agrees to deduct Federation dues (Appendix B) and agency fee (Appendix C) in equal payments when properly notified by the Federation by means of a signed authorization form provided by the Federation for each unit employee so desiring such deduction. Such deduction authorization will be continued each year and thereafter unless notification is received in writing by the Union between June 1st and June 15th of each school year. The Board also agrees to forward any and all such funds to the Treasurer of the Federation on a monthly basis along with a record of such deductions.

All employees shall join the exclusive bargaining representative organization or pay to the exclusive bargaining representative, an annual service fee not greater than the amount of dues uniformly required of members of the exclusive bargaining representative organization, except as modified in this article.

However, if any employee 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 employee.

In no case will the Employer attempt to collect fines or assessments on behalf of the Union. The Union shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs, which may arise out of or by reason of, actions taken against the Board as a result of the provisions of this section.

ARTICLE X **WAGES**

A. Wage Levels: For purposes of wage rates, positions shall be divided into the following levels:

Level 1 Receptionist, attendance secretary, office assistant

Level 2 Secretary to the assistant principal, school counseling department or special services department head

Level 3 Administrative assistant to the principal

Level 4 Administrative assistant to the business administrator or director of special services

B. New Employees: Employees who are hired on or after the effective date of this contract shall be paid wage rates in accordance with the schedules set forth in Appendix A during their first year in a position in this bargaining unit.

C. Continuing Employees: All employees, provided they have worked at least six (6) months in the preceding contract year, in this bargaining unit, shall receive the following increases in their hourly wage rates from their hourly wage rates during the prior year:

2018-19

All Levels 2.75%

2019-20

All Levels 2.75%

2020-21

All Levels 2.75%

2021-22

All Levels 2.75%

D. Method of Payment

1. School year secretaries, at their option, shall be paid in one of the following manners:

- (a) Anticipated annual wages, divided by 26, which equals 25 bi-weekly checks, and one reconciliation payment. It is understood that present practice is to include the final five bi-weekly paychecks into one “balloon” payment that is issued before the end of the fiscal year (June 30).
- (b) Anticipated annual wages, divided by 21, which equals 20 bi-weekly checks plus one reconciliation payment, or
- (c) Full pay for hours actually worked in a pay period, paid at regular intervals not to exceed 14 days.

Reconciliation payments under options (a) and (b), above, may result in a paycheck of less than the equal pay amount, to a possible zero balance, being due to the secretary. Secretaries must specify their choice in writing prior to the first payroll period on a form provided by the School District. If employees fail to specify their choice, they shall be paid as is described in paragraph (a), above. A reconciliation payment shall be calculated as a final payment for any employee being paid on an equal pay basis who, for whatever reason, leaves employment before the end of the contract year.

2. Secretaries employed on a full year basis (52 weeks) shall be paid at their option in either of the following manners:

- (a) Anticipated annual wages, divided by 26, which equals 25 bi-weekly checks, and one reconciliation payment, or
- (b) Full pay for hours actually worked in a pay period, paid at regular intervals not to exceed 14 days.

The reconciliation payment under option (a), above, may result in a paycheck of less than the equal pay amount, to a possible zero balance, being due to the secretary. Secretaries must specify their choice in writing prior to the first payroll period on a form provided by the School District. If employees fail to specify their choice, they will be paid as is described in paragraph (a), above. A reconciliation payment shall be calculated as a final payment for any employee being paid on an equal pay basis who, for whatever reason, leaves employment before the end of the contract year.

ARTICLE XI
BENEFITS

A. Workers' Compensation Insurance:

The Employer participates in providing Workers' Compensation benefits according to New Hampshire statutes in case of injury incurred during the course of employment.

Secretaries must notify their Supervisor immediately in the case of a work related injury by completing the "Notice of Accidental Injury or Occupational Disease" form from the Department of Labor.

B. Retirement:

Secretaries who work 35 or more hours per week, in accordance with State Law, shall have contributions made into the New Hampshire Retirement System.

C. Medical Insurance:

1. For full-time secretaries, the School District shall pay the following percentages of the cost of single-person, two person or family coverage under the: Cigna SchoolCare Yellow Open Access with Choice Fund medical plan, Cigna SchoolCare Open Access with No Choice Fund medical plan, or comparable medical plan:

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
District	95%	94%	93%	93%
Employee	5%	6%	7%	7%

2. If a unit member is married to another District employee, they shall take the coverage or combination of coverages whose premium(s) is least costly³ and pay the percentage of the premium under the terms of the collective bargaining agreement applicable to the employees. In the event the married District employees are members of separate bargaining units, the employees shall select the agreement under which the premium percentage shall be determined.

3. Starting January 1, 2020, a high cost plan adjustment, if triggered under the Affordable Care Act, shall be applied as follows to the costs of the District and employee: The adjustment for high cost plan shall equal 40% of the excess of the plan's cost over \$850 per month (\$10,200 per year) for single coverage or over \$2,291.66 per month (\$27,500 per year) for two-person or

³ Example: Assume two employees of the District are married to each other, they take medical insurance coverage offered by the District, and they cover a child as well as themselves. If the premium for a family coverage plan would be less than the premium for one single coverage plan and one 2-person coverage plan, the employees will take the family coverage plan.

family coverage.⁴ The employee shall be responsible for the first \$100.00 for a single coverage plan and the first \$200.00 for a two-person or family coverage plan of the high cost plan adjustment. Any remaining portion of the high cost plan adjustment shall be shared equally (50/50) by the District and the employee.⁵

4. The Board or the Union may reopen negotiations on insurance and wages if it deems it necessary to do so in order to avoid penalties under the Affordable Care Act.

D. Dental Insurance:

The Hudson School District will pay the cost of a dental insurance plan for each full time member of the bargaining unit which shall be either the basic Delta plan with coverage A, B, C and D or any other comparable plan adopted by the Hudson School District.

E. Life Insurance

The Hudson School District shall provide 100% of the cost of a \$30,000 Term Life Insurance policy for each full time member of the bargaining unit.

F. Long-Term Disability Insurance

For full-time secretaries, the School District shall pay 100% of the premium for a long-term disability insurance policy with a 90-day waiting period and benefits equal to 66 2/3% of employees' wages.

G. AFLAC

Bargaining unit employees who work at least eighteen (18) hours per week and 180 days per year may elect to pay through payroll deduction the cost of AFLAC policy coverage. Policy coverage shall be at full cost to the employee and no cost to the District.

H. Sick Leave Buy Out

Upon voluntary termination, retirement or involuntary termination due to a reduction in force or elimination of position, all employees who have completed fifteen (15) years of service with the Hudson School District may receive a severance benefit equal to one-half of the employee's per diem rate times the number of unused sick days, up to the maximum of one-hundred twenty

⁴ It is understood that the costs of over \$850 per month (\$10,200 per year) for single coverage or over \$2,291.66 per month (\$27,500 per year) for two-person or family coverage, referenced herein, are subject to adjustment under the provisions of the Affordable Care Act.

⁵ *Example A:* Assume the annual premium for the selected plan with family coverage is \$28,000. The high cost plan adjustment is \$200 [40% x (\$28,000 – \$27,500)]. For the annual premium of \$28,000, the District will pay \$26,600 (95% x \$28,000), and the employee will pay \$1,600 [(5% x \$28,000) + \$200]. *Example B:* Assume the annual premium for the selected plan with family coverage is \$29,000. The high cost plan adjustment is \$600 [40% x (\$29,000 – \$27,500)]. For the annual premium of \$29,000 (and again based upon 95/5 cost sharing between the District and Employee), the District will pay \$27,750 (\$27,550 + \$200), and the employee will pay \$1,850 (\$1,450 + \$200 + \$200).

(120) days not to exceed a maximum of \$7,500. In the event of a voluntary termination or retirement, the employee shall notify the District of same no later than September 15th of the employee's final school year with the District in order to qualify for this benefit. Payment in a lump sum shall be made as part of the first pay period of the next fiscal year.

For purposes of this section only, the fifteen (15) years of service to the District need not be continuous, and time spent working in any position for the District may be included as part of this calculation.

Employees terminated for willful misconduct shall be disqualified from receiving this benefit.

ARTICLE XII **EDUCATION**

A course reimbursement account of \$2,500.00, per year, will be available from current budgeted funds. The Superintendent of Schools or designee shall approve all courses for which reimbursement is sought in advance. Payment for tuition will be made upon submission of evidence of payment to the facility and evidence of satisfactory completion of the course (A grade of "B" or higher in a course taken for professional improvement) to the Superintendent. A workshop account of \$5,000.00 per year, will be available from current budgeted funds. The Superintendent or designee shall approve all workshops for which reimbursement is sought in advance.

In no event, however, will a Secretary be entitled to payment unless he/she is employed by the District for the school year in which evidence of satisfactory completion of the course is submitted; or if submitted after the close of a school year, is actually employed by the District at that time.

ARTICLE XIII **DAMAGE OR LOSS OF PROPERTY**

A. No secretary shall be held responsible for loss, damage, or destruction of school property or student property when such loss, damage, or destruction is not the fault of the secretary.

B. The secretary shall report in writing any loss, damage, or destruction to the School Principal immediately upon becoming aware of such loss, damage or destruction.

C. The School Board shall reimburse secretaries for any clothing or eyeglasses damaged in the performance of the secretaries' duties.

ARTICLE XIV

MANAGEMENT RIGHTS

A. The parties agree that all the rights and responsibilities of the Board which have not been specifically provided for in this agreement are retained in the sole discretion of the Board or their designee(s), whose right to determine and structure the goals, purposes, functions, and policies of the District without being subject to the grievance and arbitration procedures of this agreement shall include, but not be limited to, the following: a) the right to direct employees, to determine qualifications, promotional criteria, hiring criteria, standards for work and to hire, promote, transfer, assign, retain employees in positions; to suspend, demote, discharge or take other disciplinary actions against an employee for proper and just cause, subject to the other provisions of this agreement, including grievance and arbitration; b) the right to relieve an employee from duty because of lack of work or other legitimate reasons; c) the right to take such action as is in its judgment it deems necessary to maintain the efficiency of District operations; d) the right to determine the means, methods, budgetary and financial procedures, and personnel by which the operations are to be conducted; e) the right to take such actions as may be necessary to carry out the missions of the District in case of emergencies; and f) the right to make reasonable rules, regulations and policies not inconsistent with the provisions of this agreement and to require compliance therewith.

B. Nothing in this Agreement shall be construed to limit the right of the Superintendent or other supervisory personnel to direct the employees, as their judgment requires in any and all emergency situations as they deem to be appropriate.

C. It shall be the right of the Union to present and process grievances of its members whose wages, hours or working conditions are changed in violation of this Agreement as specified in Article VIII whenever such grievances exist.

ARTICLE XV

SAVINGS CLAUSE

If any article of the Agreement or any application of this Agreement to any employee is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications shall continue in full force.

ARTICLE XVI

LABOR-MANAGEMENT CONSULTATION

Labor-Management Consultation: In an effort to address issues that have an impact on the working conditions for the secretaries and operation of the school district, and to promote a collaborative working relationship, either party to this agreement may request a consultation at any time. These meetings shall not be considered negotiating sessions or for the purpose of modifying the terms of the contract.

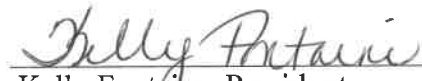
Each party may designate up to three (3) individuals to participate in the consultation. The Union shall appoint their representative and the School Board shall appoint its representatives which may include school board members and/or administrators. Other persons may be present upon mutual agreement of both parties.

These sessions shall occur at least two (2) times per year and the parties shall mutually prepare an agenda for each session.

ARTICLE XVII
DURATION OF CONTRACT

- A. This Agreement shall be effective July 1, 2018 and will expire on June 30, 2022.
- B. The Union shall be responsible for filing a copy of this Agreement with the PELRB within fourteen (14) days of its execution.

FOR THE HUDSON SCHOOL SECRETARIES, AFT LOCAL #6260, AFT-NH, AFL-CIO

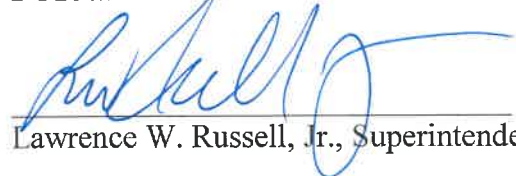


Kelly Fontaine, President

5/14/18

Dated

FOR THE HUDSON SCHOOL BOARD



Lawrence W. Russell, Jr., Superintendent of Schools

05.15.18

Dated



Malcolm Price, Chairman, Hudson School Board

05.15.18

Dated

APPENDIX A

NEW HIRES SALARY SCALE 2018 THROUGH 2022

(Years of experience based on secretarial experience)

Level 1

<u>Years of Experience</u>	<u>2018-2022 RATE</u>
0-1	\$14.44
2-3	\$15.01
4-5	\$15.61
6-9	\$16.23
10+	\$16.93

Level 2

<u>Years of Experience</u>	<u>2018-2022 RATE</u>
0-1	\$16.31
2-3	\$16.73
4-5	\$17.14
6-9	\$17.56
10+	\$17.98

Level 3

<u>Years of Experience</u>	<u>2018-2022 RATE</u>
0-1	N/A
2-3	\$18.04
4-5	\$18.53
6-9	\$18.78
10+	\$19.37

Level 4

<u>Years of Experience</u>	<u>2018-2022 RATE</u>
0-1	N/A
2-3	\$20.42
4-5	\$20.89
6-9	\$21.36
10+	\$22.07

APPENDIX B
AUTHORIZATION FOR DUES DEDUCTIONS

I hereby request and authorize you to deduct union dues in the amount established by the Hudson School Secretaries, AFT Local #6260, AFT-NH, AFL-CIO in equal gross installments. The amount shall be paid to the TREASURER of the Hudson School Secretaries, AFT Local #6260, AFT-NH, AFL-CIO and represents payment for my union dues. I may terminate deductions between June 1st and June 15th each year by written notice to the Union or by termination of my employment.

Signature: _____

NAME: (print) _____ DATE: _____

ADDRESS: _____ CITY _____

POSITION: _____ HOME PHONE: _____

WORK SITE/BUILDING _____

HOME EMAIL _____

APPENDIX C
AUTHORIZATION FOR AGENCY FEE DEDUCTIONS

Effective with the date of the collective bargaining agreement, I hereby request and authorize you to deduct AGENCY FEE in the amount established by the Hudson School Secretaries, AFT Local #6260, AFT-NH, AFL-CIO in equal gross installments. The amount shall be paid to the TREASURER of the Hudson School Secretaries, AFT Local #6260, AFT-NH, AFL-CIO in equal gross installments. This authority shall remain in full force and effect for all purposes while I am employed in this school system.

Signature: _____

NAME: (print) _____ DATE: _____

ADDRESS: _____ CITY _____

POSITION: _____ HOME PHONE: _____

WORK SITE/BUILDING _____

HOME EMAIL _____