

CONTRACT

Between the

**TEAMSTERS LOCAL NO. 633
OF NEW HAMPSHIRE**

for the

**HUDSON SCHOOL DISTRICT
CUSTODIANS, ELECTRICIANS, AND
HVAC TECHNICIANS**

and the

SCHOOL BOARD

of the

**HUDSON, NEW HAMPSHIRE
SCHOOL DISTRICT**

from

July 1, 2023 – June 30, 2026

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PREAMBLE

To encourage and increase harmonious working relationships between the Hudson School District (hereinafter the "District" or "Employer") represented by the Hudson School Board (hereinafter the "Board") being the Board of Education for the Hudson School District, and its employees represented by the Teamsters Union No. 633 of New Hampshire (hereinafter the "Union") join in this Agreement.

This Agreement made and entered into on this ____ day of _____, 2023 by and between the Board acting for the District and the Union.

Article 1 – 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 of all custodians, electricians, plumbers, HVAC Technicians, groundskeepers and maintenance workers, hereinafter referred to as "employee", employed by the above-named Public Employer.

The term "employee" includes regular full-time (30 or more hours per week) and regular part-time (less than 30 hours per week) employee.

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

The Union steward will be notified of all new hires to positions within the bargaining unit.

Article 2 – Duration of Contract

This contract goes into effect July 1, 2023 and will expire on June 30, 2026.

The Board may reopen negotiations on insurance and salaries if the Board deems it desirable to do so to avoid penalties under the "Affordable Care Act."

Article 3 – Negotiations Procedure

- A. Negotiations for a successor agreement shall begin no later than August 15 of the last year of this agreement.

It is the responsibility of the Teamster Local No. 633 of New Hampshire 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. Ground rules for negotiations shall be set by the two parties at the first negotiations meeting.

Both parties agree to freely exchange ideas, proposals and counter proposals, 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 impasse is declared by either party, 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 cost items are not approved by the voters of the District, 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 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 by 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 4 – Assignment / Transfers

Bargaining unit employees 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 or designee.
- 3 Prior to involuntary transfer of any Employee 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 District unless there are more qualified applicants from outside the District who have applied for the position.
b. In the event the vacancy is to be filled from within the District, 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, but shall be governed by District seniority where two or more applicants are determined to be 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 When a vacancy is filled from within the District, the employee voluntarily transferring shall remain in that position for one calendar year. If the employee is involuntarily transferred, the one calendar year moratorium does not apply. If a part-time employee takes a full-time position, that transfer does not count as his/her one calendar year transfer.

Article 5 – Hours of Work, Rest Period / Coffee Break & Overtime

A. Overtime

For purposes of overtime computation a work schedule for full-time employees shall consist of five (5) consecutive 8 (eight) hour workdays, inclusive of one (1) thirty (30) minute meal period each day.

For employees hired prior to January 1, 1994 the five (5) consecutive days shall be Monday through Friday. The normal clean-up time is five (5) minutes before meal period and five (5) minutes before the end of each shift.

The District reserves the right to alter the clean up time in cases which, in their opinion, merit change.

Overtime will be paid at 1 and ½ times an employee's regular hourly rate after the employee has worked forty (40) hours during a work week, Sunday to Saturday. All overtime must be approved by the Superintendent of Schools or Designee before hours are worked.

Personal and vacation leave are counted as time worked for purposes of determining the overtime threshold. All other forms of leave, including Sick leave are not counted as time worked for computing overtime.

Overtime will be equitably distributed on a rotating basis among all full-time employees assigned to each school. In the event an overtime opportunity is declined by all the full-time employees assigned to the school where the overtime opportunity is located, it will then be offered on an equitable basis to all full-time employees assigned at other schools within the District. If no full-time employee accepts the work opportunity, then it will be offered on an equitable basis as a work opportunity to any part-time employee.

An acceptance or rejection of an overtime opportunity will result in the next opportunity being offered to the next employee on the overtime list. If no employee, in the building, accepts the overtime opportunity it will be offered to an employee in another building. A failure of any employee to accept the overtime opportunity shall result in the mandatory assignment of such overtime to the employee originally offered the overtime.

B. Meal and Rest Periods

The work schedule will provide for a one-half hour meal period in accordance with State law for those working more than 5 hours per day, and shall occur during the middle portion of the scheduled shift. Rest periods of ten (10) minutes in length in each four (4) consecutive hours worked shall also be provided.

C. Hours of Work

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

Article 6 – Attendance, Time Records & Call into Work

A. Attendance

Bargaining unit employees are expected to be prompt and regular in attendance at work. As soon as a custodian, electrician or HVAC technician knows he/she is going to be late or absent, he/she must notify his/her supervisor.

B. Call into Work

Bargaining unit employees called back to work at any time after his/her regular shift to address a specific problem shall receive a minimum of two (2) hours pay at time and one half pay rate, even if the problem is corrected in a less time. Subsequent calls, for the same problem, shall be paid at time and one half pay rate for hours actually worked.

C. Paychecks

Bargaining unit employees shall receive their paychecks in accordance with the same schedule as the other unions and staff of the Hudson School District.

Article 7 – Attendance, Time Records & Call into Work

A. Vacations

1. Vacation time accrued during the 2022-23 contract year shall be used during the 2023-24 contract year. Effective as of July 1, 2023, Full-time employees shall accrue vacation on a month-to-month basis, according to the following annual/monthly rates:

1-2 years 10 days/6.67 hours per month

3-5 years ... 15 days/10 hours per month

6-10 years... 20 days/13.34 hours per months

11+ years.... 25 days/16.67 hours per month

Vacation time shall be available for use as it is accrued, subject to approval by a supervisor.

2. Vacation time accrued during the 2022-23 contract year must be used during the 2023-24 contract year. If the vacation time cannot be used by July 31, 2024, an exception may only be granted by the Superintendent or designee.
3. Vacations for July and August shall be scheduled during June each year. Approval of the Supervisor is required. Denials or the failure to respond to requests may be appealed to the Superintendent or designee. Any request for a change in vacation times made after June must be made at least two weeks in advance.
4. It is understood that when an employee leaves the employment of the District, the maximum amount of vacation leave to be paid to the employee is no more than the employee's annual accrued vacation time as delineated in Paragraph 1 above.

B. Holidays

Full-time Employees working thirty (30) hours or more per week shall be eligible for holiday pay. To be eligible for holiday pay, the Employee must have worked the last scheduled day before and the first scheduled day after the holiday. Use of vacation leave is considered time "worked" for purposes of this provision.

In addition, an Employee whose normal schedule is at least 4 hours per day, five days per week, and the holiday falls during their work year, shall be eligible for prorated holiday pay.

All full-time Employees shall be paid the following named holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas
Labor Day	

Actual days to be celebrated will be as set forth on the approved 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 Employee's regular straight time rate.

C. Illness

The intended use of this leave is for legitimate illness of the employee.

An employee shall be required to contact his/her designated supervisor as soon as possible when the employee is unable to report to work due to illness or injury, and shall report the absence in the District's online absence management system.

Employees hired prior to July 1, 1997 shall earn 1.5 days a month or eighteen (18) days per year, accruing on a monthly basis. All full-time Employees hired on or after July 1, 1997 shall earn 1.17 days a month or approximately (14) days per year, accruing on a monthly basis. Part-time employees are provided with a pro-rata benefit.

Maximum accumulation of sick days shall be one hundred and two (102) 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.

Any employee who uses four (4) or fewer sick days in a fiscal year will receive \$200 incentive payment, payable the first payroll August of the next fiscal year.

D. Bereavement Leave

In the event of a death in an employee's immediate family (mother, mother-in-law, father, father-in-law, step mother or step father, spouse, children, brother, brother-in-law, sister, sister-in-law, grandparents, grandchildren, spouse's grandparents) that Employee 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 Employees who are scheduled to work at the time immediately following the death.

E. Jury Duty

The District agrees to provide a leave of absence for an Employee summoned to jury duty. An employee who is called for service on a jury, shall not suffer any loss of pay or benefits. The employee shall remit to the Hudson School District any fee received for jury duty, excluding reimbursement for mileage, meals and lodging.

Active employees called by the District to serve as a witness in court or administrative proceeding shall suffer no loss of pay or benefits, and the time served in such capacity by the employee shall be considered as hours worked.

F. 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 Human Resource Department 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 Human Resource Department 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.

G. Other

The District may grant, upon request, a leave of absence paid or unpaid for any other reasons deemed appropriate.

The grant or denial of leave under this provision shall not be subject to the provision of the grievance procedure.

H. Personal Leave

All full-time employees shall be entitled to up to two (2) personal leave days per year to attend to business or personal affairs that can not be accomplished during non-working hours. Reasons for such leave, when such leave is requested, must be provided to the Building Principal or his/her designee.

Personal Leave may not be used to extend a vacation or holiday period except that in emergency situations exceptions may be granted by the Superintendent of Schools.

Personal leave is granted annually, based on a contract year, and it not cumulative.

Article 8 – Warning 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 an Employee's personnel file shall be read and acknowledged by signature of Employee. Employees may examine their own individual personnel files during normal working hours of the Human Resources Department and under the direct supervision of the employer.

Discipline will normally be progressive, but may be imposed 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. The employee shall make a request to the Human Resources Department for removal of such documentation upon expiration of the two (2) year period. In the event a request is not made, the document shall still be considered null and void.

Article 9 – 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 ten (10) working days of its 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 the Business Administrator in an attempt to resolve the matter mutually at that level. A written decision shall be rendered within five (5) working days unless an extension is agreed upon by both parties.

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 Business Administrator. 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
- d. The remedies sought

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 a committee thereof shall review the grievance and, at its option, may hold a hearing 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.

D. Arbitration

1. At the sole option of the Union arbitration may be utilized in an attempt to settle a grievance.
2. Notification that the Union is requesting arbitration 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 and the Employer shall initially attempt to agree upon an arbitrator to hear the dispute. Failing agreement, or upon the expiration of ten (10) work days following the Union's request for arbitration, the Union and Employer shall file a Request for Appointment of Grievance Arbitrator form with the Public Employee Labor Relations Board (PELRB). The parties shall select an arbitrator in accordance with the rules of the PELRB.
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 by the losing party. 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. 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

F. Special Rule for Termination

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

Article 10 – Deduction

A. Credit Union

The Employer agrees to transmit to a credit union or other financial institution of the employee's choice, via direct deposit, such money as is designated, in writing, by the employee. No deductions shall be made which is prohibited by applicable law.

B. Union Dues

The Board agrees to deduct Teamster dues (Appendix B) in equal payments when properly notified by the Teamsters by means of a signed authorization form provided by the Teamsters 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 Teamsters on a monthly basis along with a record of such deductions.

In the event 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.

The Union shall certify to the Employer each month, in writing, those who have authorized such deductions. The dues to be deducted are to be remitted monthly to the Secretary—Treasurer of Teamsters Local No. 633 of New Hampshire, 53 Goffstown Road, Suite A, Manchester, NH 03102. Mailing address for Local 633 is: PO Box 870, Manchester, NH 03105.

Article 11 – Wages

A. Wage Schedule

The Schedule below is for Custodians, Maintenance and Grounds staff. Salaries for probationary employees (0 thru 89 days) shall be .50¢ below starting salaries.

	<i>2023-2024</i>	<i>2024-2025</i>	<i>2025-2026</i>
0-89 days	<i>20.64</i>	<i>21.28</i>	<i>21.93</i>
90 days - 2 years	<i>21.14</i>	<i>21.78</i>	<i>22.43</i>

2-5 years	<i>22.65</i>	<i>23.33</i>	<i>24.03</i>
Over 5 years	<i>23.42</i>	<i>24.12</i>	<i>24.85</i>

The Schedule below is for Elementary Head Custodians and Groundskeeper 2:

<i>2023-2024</i>	<i>2024-2025</i>	<i>2025-2026</i>
<i>27.88</i>	<i>28.72</i>	<i>29.58</i>

The Schedule below is for Maintenance, Middle and High School Head Custodians and Head Groundskeeper:

<i>2023-2024</i>	<i>2024-2025</i>	<i>2025-2026</i>
<i>31.87</i>	<i>32.82</i>	<i>33.81</i>

The Schedule below is for the Electrician, HVAC Technician, and Plumber:

<i>2023-2024</i>	<i>2024-2025</i>	<i>2025-2026</i>
<i>37.32</i>	<i>38.43</i>	<i>39.59</i>

- B.** Initial placement of new hires on the salary scale shall be at the discretion of the Superintendent.
- C.** Should an Elementary Head Custodian be directed by the Superintendent or his/her designee to cover at the Middle or High School level, that staff member shall be paid at the level appropriate for a middle or high school head custodian for the period of time specified. Bargaining unit members who temporarily fill in for another unit member or job in a higher pay classification at the direction of the Superintendent or his/her designee, shall be paid at the higher rate after working in the position for a period of five (5) days.
- D.** Step increase will become effective on July 1st following the anniversary date.
- E.** Method of Payment - All employees shall receive full pay for hours actually worked in a pay period, paid at regular intervals not to exceed 14 days.

Article 12 – Benefits

- A.** **Workers’ Compensation Insurance**
The Employer provides Worker’s Compensation benefits pursuant to New Hampshire law in the event of an injury incurred during or arising out of the course of employment.

All employees must notify their Supervisor immediately in the event of a work related injury and submit the "Notice of Accidental Injury" form from the Department of Labor to the Human Resources Department.

B. Retirement

Bargaining unit employees who work thirty-five (35) or more hours per week in accordance with State Law, shall have contributions made into the New Hampshire Retirement System.

C. Medical Insurance

The District shall offer the following insurance plans for each full time employee covered by this agreement: Cigna SchoolCare Yellow Open Access with Choice Fund, Cigna SchoolCare Open Access with No Choice Fund, or comparable medical plan.

The District shall contribute the following percentages towards the annual premium of the Cigna SchoolCare plans referenced above, for single, two-person or family coverage: 90% for contract year 2023-24; 2024-25; and 2025-26.

If a full-time unit member is married to another District employee, they shall take the coverage or combination of coverages whose premium(s) is least costly¹ 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.

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 administered by SchoolCare/Cigna, or any other comparable plan chosen by the District. Members may select individual, two-person or family coverage. The District shall pay 100% of the dental coverage premium.

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

The Hudson School District will provide to full-time members of the bargaining unit a long-term disability plan with a ninety (90) day waiting period and benefits equal to 66 2/3% of employees' wages, up to a maximum benefit of \$4,000 per month. Eligibility is governed by the rules set by the District's provider of such coverage.

¹ 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.

G. Sick-Day Buy Back

Effective July 1, 2023, a sick day buy back plan will be offered to those employees who have been employed in the district for a minimum of 10 years and have 10 years or more of New Hampshire Retirement System creditable service. Employees participating in this plan must notify the District by November 1st of the year preceding their retirement to be eligible for the sick day buy out plan. The employee must reach both 10 year thresholds by June 30th of the year in which they are retiring. The payment is calculated at ½ of the total accrued sick days (max. 102 accrued days) times the employee's per diem rate, up to a maximum payout of \$10,000.

Any employees vested under the prior buy back plan, specifically offered to those employees who had reached age sixty (60) and had been employed in the district for at least five (5) years, shall retain the right to a maximum payment of \$7,500, calculated based upon a rate of 1/2 of the total accrued sick days (max. 102 accrued days) times the employee's per diem rate. Likewise, these employees must still notify the District by November 1st of the year preceding their retirement to be eligible for the sick day buy out under the prior plan.

H. Clothing Allowance, Safety Shoes and Safety Lenses

The District will pay the cost of appropriate work clothes for employees covered under this agreement. In addition, the District will establish a reimbursement account for an amount not to exceed \$200 per employee covered under this labor agreement for the purpose of reimbursing employees for the cost of safety shoes and safety lenses for their glasses. Standard non-prescription safety glasses are provided to all employees covered under this agreement.

Employees may wear non-tattered, hemmed, knee length shorts during the following period; Memorial Day through Labor Day.

Article 13 – Union Stewards

The School Board agrees to recognize one (1) Shop Steward and one (1) Alternate Shop Steward to assist the employees of the bargaining unit for contract matters and resolution of grievances as provided in RSA 273-A.

Article 14 – 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 of 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 4 whenever such grievances exist.

Article 15 – 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.


The Board agrees to provide the PELRB with a copy of this Agreement within fourteen (14) days of its execution in order to ensure the parties' compliance with PUB 207.02(b).

In WITNESS WHEREOF, the parties hereto have hereunto set their hands.

Teamsters Local No. 633 of New Hampshire

Teamsters Representative

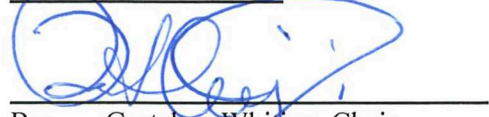

By: Mark Clifford
Business Agent


By: Jeff Padellaro
Secretary – Treasurer
Local 633 of NH

Hudson School District Employee


By: Ryan Leary

Hudson School Board


By: Gretchen Whiting, Chair

School Administrative Unit #81


By: Dan Moulis, Superintendent