CONTRACT

Between the

HUDSON FEDERATION OF PSRP'S
AFT LOCAL #6245, AFT-NH, AFL-CIO

and the

SCHOOL BOARD

of the

HUDSON, NEW HAMPSHIRE
SCHOOL DISTRICT

July 1, 2015 to June 30, 2018

TABLE OF CONTENTS

ARTICLE1	**AGREEMENT**	4
ARTICLE 2	**RECOGNITION**	4
ARTICLE 3	**DEFINITIONS**	4
ARTICLE 4	**DUES DEDUCTION**	5
ARTICLE 5	**WORK POLICY AND REGULATIONS**	5
	5.1.1: General Policy	5
	5.2.1: Discipline	6
	5.3.1: Employee Files	6
	5.4.1: Federation Rights	6
ARTICLE 6	**EVALUATIONS**	7
	6.1: Evaluations	7
	6.2: Evaluation Committee	7
ARTICLE 7	**CONSULTATION AND GRIEVANCE PROCEDURES**	7
	7.1.1: Purpose of the Grievance Procedure	7
	7.2.1: Statement of Grievance	8
	7.3.1: Grievance Procedure	8
ARTICLE 8	**PROBATIONARY PERIOD**	10
ARTICLE 9	**SENIORITY**	11
	9.1: Seniority Date	11
	9.2: Layoff	11
	9.3: Recall	11
	9.4: Retention of Seniority	11
ARTICLE 10	**VACANCIES, TRANSFERS AND ASSIGNMENTS**	11
ARTICLE 11	**WAGES AND HOURS**	12
	11.1.1: Work Day	12
	11.1.2 Work Year	12
	11.1.3 Breaks and Lunch	12
	11.1.4 Annual Wage Increase and/or Increment	13
	11.1.5 Mileage Reimbursement	13
	11.1.6 Hours Beyond Work Week	13
	11.1.7 Wages	13
	11.1.8 Food Services Employees in Higher Pay Position	13
	11.1.9 Holidays	13
	11.1.10 Para-educator Certification II	13
	11.2.1 Cleaning of District Property	13
	11.3.1 Uniform Reimbursements	13

	11.4.1 Professional Development	14
	11.5.1 Extra Duties for Para-Educators	14
ARTICLE 12	**SICK/PERSONAL LEAVES**	14
	12.1.1 Sick Leave	14
	12.1.2 Contacting Supervisor	15
	12.1.3 Doctor's Certificate	15
	12.1.4 Sick Leave Buy Out	15
	12.2.1 Medical Exams	15
	12.3.1 Personal Leave	15
ARTICLE 13	**LEAVES OF ABSENCE**	16
	13.1.1 Bereavement	16
	13.2.1 Jury/Witness Duty Pay	16
	13.3.1 Military Service	16
	13.4 Unpaid Leave	16
ARTICLE 14	**INSURANCE**	16
	14.1.1 Medical Insurance	16
	14.1.2 Dental Insurance	17
	14.1.3 Life Insurance	17
	14.1.4 Section 125 Plan	17
	14.1.5 AFLAC	18
ARTICLE 15	**GENERAL AGREEMENT**	18
ARTICLE 16	**MANAGEMENT RIGHTS**	18
ARTICLE 17	**SEPARABILITY**	19
ARTICLE 18	**DURATION OF AGREEMENT**	19
APPENDIX A	**NOTICE OF INTENT TO RE-EMPLOY**	21
APPENDIX B	**WAGES FOR PART TIME PARAPROFESSIONALS**	22
APPENDIX C	**WAGES FOR FOOD SERVICE EMPLOYEES**	24
APPENDIX D-1	**AUTHORIZATION FOR DUES DEDUCTION**	25
APPENDIX D-2	**AUTHORIZATION FOR AGENCY FEE DEDUCTION**	25

ARTICLE 1
AGREEMENT

1.1 This is a Collective Bargaining Agreement made and entered into by the Hudson School District, Hudson, New Hampshire (hereinafter referred to as the "District"), and Hudson Federation of PSRP's, AFT-NH, Local #6245, AFT, AFL-CIO (hereinafter referred to as the "Federation").

ARTICLE 2
RECOGNITION

2.1 Subject to RSA 273-A, and continued certification, the Hudson School Board recognizes the Hudson Federation of PSRP's, AFT Local #6245, AFT-NH, AFL-CIO, as the exclusive bargaining representative for all full and part-time cafeteria personnel, part-time para-educators and part-time licensed practical nurses, as certified by the PELRB.

ARTICLE 3
DEFINITIONS

3.1 The Board shall mean the Hudson School Board.

3.2 The parties shall mean the Board and the Federation.

3.3 Superintendent refers to the responsible administrative head of the District as appointed by the Board.

3.4 School shall mean any work location or functional division maintained by the Board.

3.5 Federation shall mean the Hudson Federation of PSRP's, AFT Local #6245, AFT-NH, AFL-CIO.

3.6 Federation Representative shall mean any duly authorized designee of the Federation.

3.7 Full-time shall mean:
Full-time employees shall mean food service employees holding positions in the bargaining unit who work at least six hours per day, and five days per week, and 180 days per year.

3.8 Part-time shall mean:
Part-time employees shall mean employees holding positions in the bargaining unit who are not full-time employees. All para-educators and part-time licensed practical nurses in this bargaining unit are part-time employees.

3.9 Principal shall refer to the responsible administrative head of a building.

3.10 Supervisor shall refer to the responsible supervisor for a group of employees as designated by the Superintendent of Schools or School Board.

3.11 Para-educator, part-time licensed practical nurse, cafeteria personnel, and employee as used in this Agreement means persons employed by the Board in the bargaining unit as described in Section 1 of Article 2.

3.12 Bargaining unit shall mean all persons as certified by the Public Employee Labor Relations Board and employed by the Hudson School Board.

3.13 Job classifications shall mean the following positions in this bargaining unit: para-educator, part-time licensed practical nurse, food service employee, food service cook, food service assistant manager, and food service manager.

ARTICLE 4
DUES DEDUCTION

4.1 The Board agrees to deduct Federation dues and agency fee 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.

4.2 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.

4.3 The Union shall indemnify and hold the Board, the District, their officers and agents harmless in any and all disputes, claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of or be by reason of, the matter of deductions and/or a result of the negotiation of or the administration of the provisions of this article.

ARTICLE 5
WORK POLICY AND REGULATIONS

Section 1: General Policy

5.1.1 In justice and fairness to the District and the taxpayers, all employees shall be required to report to work on time, shall not leave the job early unless for an emergency or excused absence, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.

5.1.2 All employees shall be provided with a copy of his/her job description. Upon revision of a job description, the employee shall be provided with an updated copy.

Section 2: Discipline

5.2.1 In the event of a written warning, suspension without pay or discharge prior to the end of the school year, the District will state in writing to the employee the reasons for the action taken within a-reasonable time of the action.

5.2.2 Disciplinary action generally will include verbal warning, written warning, suspension without pay, and discharge prior to the end of the school year. However, the parties recognize that the School District reserves the right to initiate discipline at any step of the process based upon the severity and frequency of the misconduct or deficiency in performance. The parties agree that neither discharge of a probationary employee during the school year nor non-renewal of any employee at the end of a school year constitutes discipline.

Section 3: Employee Files

5.3.1 Official employee files shall be maintained under the following circumstances:

No material derogatory to an employee's conduct, service, character, or personality shall be placed in the file by an administrator unless the employee has had the opportunity to read the material. The employee shall acknowledge that he/she has read the material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.

5.3.2 The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

5.3.3 An employee shall be permitted to inspect and copy material in his/her personnel file, except material relating to his/her original application for employment and material otherwise exempted from disclosure by law.

Section 4: Federation Rights

5.4.1 After the close of school on school days, the Federation shall have the right to use designated areas in school buildings for meetings of bargaining unit members provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the principal in advance. All requests for building use shall conform to Board rules and regulations provided, however, that there shall be no cost to the Federation for such meetings so long as no overtime custodial cost to the Board is involved.

5.4.2 The Federation will have the right to place Federation related notices and other Federation materials in the mailboxes of bargaining unit members and to utilize the school email system for these purposes, provided such use is in accordance with the

school district's computer use policy. Each member of the bargaining unit shall be provided an email address.

5.4.3 The Federation shall be permitted to post Federation-related notices and other materials on the school bulletin boards in employee rooms. The Federation may construct bulletin boards in employee rooms where one doesn't exist.

5.4.4 The Federation may use school equipment normally used by employees for Federation activities. However, expendable material will be at the expense of the Federation.

5.4.5 The District shall, upon reasonable request by the Federation President, provide a list of current bargaining unit employees.

5.4.6 The Federation President or his/her designee may be granted time off with pay for the purpose of attending union 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.

5.4.7 The Federation President or his/her designee shall be given an opportunity to address the bargaining unit members (para-educators, part-time licensed practical nurses and food service) at their respective back to school meetings.

ARTICLE 6
EVALUATIONS

6.1 Evaluation forms will be prepared in triplicate: one for the employee, one for the principal and/or supervisor, and one for the Superintendent of Schools. Evaluations will be discussed by the evaluator with the employee and a copy shall be provided to the employee. An employee has the right to respond to the evaluation in writing and have his/her comments placed along with the evaluation in the personnel file. Evaluations shall be provided to employees on or before May 1st each year.

6.2 **Evaluation Committee**

A committee comprised of three members appointed by the Federation President and three members appointed by the School Board will review and may recommend changes to the procedures used in the evaluation of employee job performance. The committee's recommendations will not be binding on the Federation or the School District.

ARTICLE 7
CONSULTATION AND GRIEVANCE PROCEDURES

Section 1: Purpose of the Grievance Procedure

7.1.1 It is the intent of the parties that grievances be settled at the lowest step possible. Both

parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

7.1.2 A grievance is a complaint by an employee, group of employees or the Federation that there has been a violation or a misinterpretation of the terms of this Agreement. Neither discharge of probationary employees during the school year, nor non-renewal of any employees at the end of the school year, nor matters listed in Section 16.1 unless otherwise specifically cited in the contract shall be subject to the grievance procedure.

Section 2: Statement of Grievance

7.2.1 Each formal statement of a grievance must contain the question(s) at issue, a statement of facts, or the section(s) of this Agreement which allegedly is (are) being violated, the relief requested, the name of the authorized Federation Representative, and the signature of the aggrieved party(s).

7.2.2 As used herein, "days" shall mean school days. Saturdays, Sundays, school vacations, and holidays are excluded in calculating school days.

Section 3: Grievance Procedure

7.3.1 Step One- Principal/Food Service Director Level (informal)
An employee may informally discuss a grievance with the supervisor within ten (10) school days after the employee knew or should have known of the act or condition upon which the complaint is based. Failure to reach a mutually satisfactory resolution may be cause for the employee to refer the grievance to Step Two. An employee is entitled to be accompanied by a Federation representative upon the request of the employee. 'Supervisor' for purposes of the grievance procedure shall be the food service director for food service employees and the principal for other employees.

7.3.2 Step Two- Principal/Food Service Director Level (formal written)
An employee or the Federation wishing to process a grievance at Step Two will do so in writing to the supervisor within five (5) school days from the conclusion of discussions at Step One, or in the case of the Federation within fifteen (15) school days after the grievant knew or should have known of this act or condition which is the basis of the complaint. The grievance shall be specific in nature and shall state the remedy requested. The supervisor shall establish a formal conference on the matter and whenever a grievance is filed by an employee without the Federation, the supervisor shall notify the Federation and shall give the Federation the opportunity to be present and to state the views of the Federation. The aggrieved employee and the Federation shall be given at least two (2) school days notice of said conference.

The supervisor shall respond in writing ten (10) school days from the date the formal grievance is filed. The supervisor's decision shall be presented in writing to both the employee and the Federation. 'Supervisor' for purposes of the grievance procedure shall be the food service director for food service employees and the principal for other employees.

7.3.3 Step Three- Superintendent Level

If a settlement is not reached at Step Two, the employee or the Federation may present the grievance to the Superintendent of Schools within five (5) school days after the decision has been rendered at Step Two. The grievance must be submitted in writing stating the specific nature of the grievance and the remedy requested and shall include a copy of the Step Two decision. The Superintendent may schedule a meeting at a mutually convenient time to discuss the grievance with the employee and the Federation. Both parties reserve the right to include consultants in any such meeting. The Superintendent shall respond in writing together with supporting reasons to the employee, Federation and principal within ten (10) school days from the date the grievance is filed at Step Three.

7.3.4 Step Four- School Board Level

If a grievance remains unsettled after having been processed through Step Three, the employee or the Federation may, within five (5) school days from the date the decision is rendered at the previous step, submit the grievance to the School Board. In which case, the grievance is to be submitted in writing and shall specify the nature of the complaint and the remedy requested. Copies of the previous decisions are to be included with the grievance. Within five (5) school days from the date the grievance is filed at Step Four, the School Board will establish a mutually convenient date and time for a meeting to discuss the matter. Both parties reserve the right to include consultants in any such meeting. The Board shall render its decision in writing together with supporting reasons to employee, Federation, Principal and Superintendent's Office within fifteen (15) days from the date the grievance is received.

7.3.5 Additional Provisions

a. A Federation Representative may be present at any grievance meeting with the exception of Step One unless requested by the employee.

b. The time limits in this article may be reduced or extended by mutual agreement.

c. Failure to refer a grievance to the next step within the specified time shall be considered an acceptance by the employee of the decision rendered.

d. Failure at any level of the grievance procedure to render a decision within the specified time limits shall permit the employee or the Federation to proceed to the next level.

7.3.6 Arbitration

1. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of the Grievance Procedure as stated herein, relating to the interpretation or application of a provision of this Agreement, may be submitted to arbitration upon written request of either the Federation or the School Board.

   The proceeding may be initiated by filing with the School Board and the American Arbitration Association a request for arbitration within ten (10) school days after the final decision of the Board has been given to the Federation.

2. A request for arbitration shall state in reasonable detail the specific nature of the dispute and the remedy requested. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing. Only one request shall be scheduled for the same arbitration hearing except by mutual Agreement of the parties.

3. In any arbitration case, a fundamental principle shall be that the Board retains the exclusive right to manage its affairs, including (but not limited to) the right to determine the means and methods of operation to be carried on, to direct its employees, and to conduct District operations in a safe and most efficient manner, subject to the limits stated in this Agreement. The parties agree that only grievances with specific reference to the Agreement shall be processed to arbitration.

4. In the selection of an arbitrator and in the conduct of an arbitration hearing, the applicable provisions of the Labor Arbitration Rules of the American Arbitration Association shall apply, including the right of either party to be represented by counsel or other authorized representative.

5. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the close of the hearing, or, if oral closing arguments have been waived, then no later than as provided under AAA rules, following the transmittal of the final statements and written arguments to the arbitrator. The decisions shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The decision of the arbitrator shall be final and binding. Both parties agree that the arbitrator's decision represents a precedent for substantially similar situations.

6. Both parties agree that the arbitrator be prohibited from modifying or adding to this Agreement.

7. The cost of the arbitrator shall be shared equally by the parties to the dispute.

8. The parties' agreement to arbitrate, as set forth herein, is subject to the provisions of RSA 542.

ARTICLE 8
PROBATIONARY PERIOD

8.1 The first ninety (90) school days of regular employment on an uninterrupted basis shall be the probationary period.

8.2 The probationary period shall be considered an integral part of the process of employment for employees and shall provide the administrator with the opportunity to observe the new employee's work, train and assist the new employee in adjustment to the position and for removal if an employee fails to meet the required work standards.

8.3 The District may terminate a newly hired person from employment within the probationary period. Terminations under this Article shall not be grievable.

8.4 A probationary employee who is transferred or promoted to a different position within the original probationary period, shall not have the time worked in the prior position counted toward the accumulation of the required time of the probationary period.

ARTICLE 9
SENIORITY

9.1 An employee's seniority date shall be the last date the employee entered the District in a bargaining unit position. The seniority date shall be adjusted for uncompensated absences.

9.2 **Layoff**

In the event of a reduction-in-force, the District shall choose employees for layoff within each job classification based upon assessment of the employee's ability, qualifications, experience and performance. If all these factors are equal in the judgment of the Superintendent of Schools or his/her designee, seniority will be the determining factor.

9.3 **Recall**

In the event that employees who were laid off are to be recalled, recall shall be in reverse order of layoff within the job classification from which the employees were laid off. As a condition precedent to being recalled under this provision, any laid off employee shall maintain current and accurate contact information with the SAU office (i.e., home address, phone number and e-mail address). Failure to do so shall constitute a waiver of recall rights. The right to recall shall terminate 15 months following the last date of work.

9.4 **Retention of Seniority**

An employee who is a member of the bargaining unit and who is laid off and recalled within 15 months of the date of layoff shall regain the seniority he/she had before he/she was laid off.

9.5 Employees who successfully complete their probationary period shall have their seniority status retroactive to their first date of work.

ARTICLE 10
VACANCIES, TRANSFERS, AND ASSIGNMENTS

10.1 Employees shall be provided with an intent to re-employ form on or before June 1st of the preceding school year. (See Appendix A).

10.2 Notice of any bargaining unit vacancies (including newly created positions) shall be posted on the official Union bulletin board at each work location and in the main office of each school for at least five (5) business days prior to filling the position.

During the months of July and August, all vacancies shall be posted at the main lobby of the SAU office. The posting shall state the specific position to be filled, hours of work, qualifications, starting date, and other relevant information. Employees who are interested in being assigned to another position may make known their interest by submitting a written statement to the principal.

The District will fill vacant positions based upon assessment of the ability, qualifications and experience of current employee applicants and non-employee applicants. If all these factors are equal in the judgment of the Superintendent of Schools or his/her designee, the District will fill the vacancy with the current employee who has the most seniority in the bargaining unit.

10.3 Any involuntary reassignment or transfer shall be made only after a meeting between the employee(s) involved and the Superintendent (and/or his/her designee), at which time the employee(s) shall be notified of the reasons for the reassignment or transfer.

10.4 The District may not utilize substitutes in food service beyond 30 days duration, unless the substitution is replacing an employee on medical leave.

ARTICLE 11
WAGES AND HOURS

Section 1:

11.1.1 **Work Day**

The work day and work schedule for members of the bargaining unit shall be as assigned by the School District.

For food service workers (not managers, assistant managers and cooks), the assignment of additional hours beyond the food service worker's normally scheduled workday shall be made available on a rotating basis among the food service workers who are assigned to the same work location.

11.1.2 **Work Year**

The work year shall be 185 days for non-preschool para-educators and part-time licensed practical nurses and 182 days for food service managers and 182 days for other food service personnel. Para-educators shall be provided with two (2) full professional development days in which para-educator workshops and seminars are provided.

The District shall define the work year for preschool para-educators in accordance with the needs of the program. It is understood that for food service personnel employed at Alvirne High School their standard work year will be less than the 182 days to reflect days not worked due to exams and other days when meals are not served at the high school unless they volunteer to substitute at other schools. The number of days worked by the Alvirne food service staff shall not affect their status under this contract as it relates to benefits or other conditions of employment and they shall be treated as if they had a regular work schedule of at least 182 days

11.1.3 Breaks and lunch shall be provided in accordance with law; however, employees currently receiving paid lunch will continue to do so. All Food Service personnel regularly scheduled to work 6 hours or more per day shall receive paid thirty (30) minute lunch. For those employees regularly scheduled to work 6 hours a day, this shall result in a six and a half (6 ½) hour work day

Employees who cover for an employee who receives the paid half hour lunch shall receive a paid half hour lunch on those days when they are providing such coverage.

11.1.4 The effective date of the annual wage increase and/or increment, if applicable, for all employees shall be the start of the school year. An employee who works at least half the work year set forth in 11.1.2 shall be credited with one year of service.

11.1.5 Mileage reimbursement shall be made for employees who are required to use their private vehicles for district business. The mileage rate reimbursement shall be the rate established by the Internal Revenue Service.

11.1.6 All hours worked beyond the employees regularly scheduled work week, shall be compensated at employees regular rate of pay, except hours worked in excess of 40 hours shall be compensated at the rate of time and one-half of the employee's regular rate of pay.

11.1.7 Wages for para-educators and part-time licensed practical nurses are set forth in Appendix B. Wages for Food Service employees are set forth in Appendix C.

11.1.8 The parties agree that food service employees who are authorized in writing to work in a higher paying position for a period of five (5) consecutive days or more shall be compensated in accordance with the higher rate of pay for the position they are assuming retroactive to the first day of work in said position.

11.1.9 **Holidays**

Employees shall receive two additional days of pay, based upon the employee's regular rate daily rate, for Christmas Day and Thanksgiving Day.

11.1.10 **Para-educator II Certification**

Those employees who have achieved a para-educator II certification, shall be paid an additional $500.00 in their annual wage as reflected in the Para II salary track. For those employees who obtain their para-educator II certification during the course of the school year, the $500.00 bonus will paid on a pro-rated basis for the remainder of that school year.

Section 2: Cleaning of District Property

11.2.1 Cafeteria personnel shall not be required to take home and wash school property.

Section 3: Uniform Reimbursements

11.3.1 If the District requires uniforms and/or aprons, the District shall be responsible for providing said items.

Section 4: Professional Development

11.4.1 One Para-educator and one food service employee may serve as members on the School District's professional development committee. These members shall be appointed by the Hudson PSRP President.

Section 5: Extra Duties of Para-Educators

11.5.1 Extra Duties for Para-Educators (This language reflects the *Memorandum of Understanding* entered into on 8-11-2010.)

11.5.1.1 Para-educators shall be allowed to perform extra "non-instructional" duties, such as chaperoning, lunch duty and bus duty, on a strictly voluntary basis.

11.5.1.2 Extra duties are defined as a separate responsibility and are not included within regular para-educator job functions.

11.5.1.3 Extra duties shall be assigned on a first come, first serve basis and shall be made available to all para-educators.

11.5.1.4 The regularly scheduled work day for para-educators shall not be interrupted or altered in order to allow for the performance of extra duties. Therefore, extra duties may only be performed outside the regularly scheduled para-educator work day (i.e., before or after school, or during unpaid lunch time).

11.5.1.5 As reference above, work performed as "extra duties" is a separate function from that provided by para-educators. Accordingly, the combination of extra duty and para-educator work shall not constitute full-time employment.

11.5.1.6 Rates of pay for specific extra duties are set per district policy, collective bargaining agreement or district school, as applicable. Para-educators shall not be paid less than others performing the same duties.

11.5.1.7 Generally, para-educators shall not be assigned tutoring as an "extra duty." In the event it becomes necessary to make such an assignment available to para-educators, the first option shall be to those para-educators who are certified as a teacher. Alternatively, if no para-educator who is certified as a teacher is either available or volunteers, the assignment may be offered to those employees who are certified as a Para-Educator II.

ARTICLE 12
SICK/PERSONAL LEAVES

Section 1: Sick Leave

12.1.1 All full time employees covered by this agreement shall receive 10 sick days per year, cumulative to a maximum of 40 days commencing with date of hire.

Sick leave is to be used for sickness, disability and emergency. Emergency is defined as such cases as home exigencies, quarantine by the Health Department, serious illness of a member of the employee's immediate family or permanent household requiring the personal care of that member by the employee or other reasonable category approved by the Superintendent or the Principal of the building.

All part time employees covered by this agreement shall receive 10 sick days per year, cumulative to a maximum of 35 days commencing with date of hire.

12.1.2 An employee shall be required to contact his/her designated superior as soon as possible when the employee is unable to report to work due to illness, injury or emergency as defined in Section 12.1. Upon return to work, the employee shall complete the necessary paper work for the absence.

12.1.3 The District shall have the option of requiring an employee to furnish a certificate from an attending physician to verify the validity of an employee's absence.

12.1.4 **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-third (1/3) of the employee's per diem rate times the number of unused sick days, up to the maximum accrual.

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.

Section 2: Medical Exams

12.2.1 The reasonable and customary cost of any medical examination required by the Board as a condition of continued employment, or return to employment from leave shall be

paid for by the Board. The Board shall reimburse employees for any medical tests required by the Board because of exposure to any contagious disease or infestation at school.

Section 3: Personal Leave

12.3.1 All employees may utilize up to two days of personal leave per school year for personal business, which cannot be accomplished on off-duty hours. Requests to utilize a personal day must be made in writing to the employee's supervisor at least two workdays prior to the requested time off.

Personal leave shall not be used to extend a holiday or school vacation except in extenuating circumstances, which shall be determined in the sole discretion of the superintendent or his/her designee.

ARTICLE 13
LEAVES OF ABSENCE

Section 1: Bereavement

13.1.1 Employees shall be entitled to three (3) days funeral leave without loss of pay upon the death of anyone in the immediate family.

Immediate family shall mean the employee's spouse, child, stepchild, mother, father, sister, brother, grandparents, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, or grandparents-in-law or any family member living in the employee's household.

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

Section 2: Jury/Witness Duty Pay

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

Section 3: Military Service

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

Section 4: Unpaid Leave

13.4 At the sole discretion of the superintendent or his/her designee, employees may be granted unpaid leave. Employees shall submit written requests for such leave and shall include the specific reasons for such leave in their written requests. The decision by the superintendent or his/her designee shall not be subject to the grievance process.

ARTICLE 14
INSURANCE

Section 1: Medical Insurance

14.1.1 For full-time employees who enrolled in the HMO plan offered by the School District for the 2014-15 school year, the School District shall pay the following percentages of the annual premium for single-person, two-person, or family coverage under the SchoolCare CDHP Choice Fund or comparable plan chosen by the School District:

	2015-16	2016-17	2017-18
District	100%	95%	92%
Member	0%	5%	8%

For all other full-time employees, the School District shall pay the following percentages of the annual premium for single-person, two-person or family coverage under the SchoolCare CDHP Choice Fund or comparable plan chosen by the School District:

	2015-18
District	85%
Member	15%

Part-time employees may participate in single, two-person or family coverage under the plan referenced above at their own expense, provided the carrier permits it.

For the 2017-18 contract year only, either party may reopen negotiations on health insurance plans, coverage and premium cost sharing, as set forth above, for single, two-person or family plans under this article, with written notice to the other by September 1, 2016. In the event neither party requests to reopen negotiations in accordance with this provision, or unless otherwise, agreed, no change in the above provisions shall occur for the 2017-18 contract year.

Section 2: Dental Insurance

14.1.2 For full-time employees, the School District shall pay 100% of the cost of single-person, two-person or family coverage under the same dental insurance plan that is offered to members of the Hudson Federation of Teachers' bargaining unit. Part-time employees may participate in single, two-person or family coverage under the dental insurance plan at their own expense provided the carrier permits it.

Section 3: Life Insurance

14.1.3 All bargaining unit employees working full time shall be provided with $30,000 worth of term life insurance.

14.1.4 **Section 4: Section 125 Plan**

Employees hired prior to July 1, 2014, who have completed the ninety (90) day probationary period, and who are otherwise regularly scheduled to work at least twenty-five (25) hours per week and 182 days per year, the Hudson School District shall offer a plan to deduct pre-tax funds for approved medical expenses in accordance with Section 125 of the IRS code. The District shall contribute $300.00 to the Plan.

Employees hired on or after July 1, 2014 who have completed one year of service, and who are otherwise regularly scheduled to work at least twenty-five (25) hours per week and 182 days per year, the Hudson School District shall offer a plan to deduct pre-tax funds for approved medical expenses in accordance with Section 125 of the IRS code. The District shall contribute $300.00 to the Plan. This payment shall be payable as of July 1, provided the employee has signed an "intent to return" letter.

Any money remaining unused at the end of the claim submittal period under the plan shall revert back to the District.

The Section 125 plan may be administered by the District or by an outside firm.

14.1.5 **Section 5: AFLAC**

Bargaining unit employees who work at least eighteen (18) hours per week may elect to pay through payroll deduction the cost of AFLAC accident policy coverage (single, two-person or family). Policy coverage shall be at full cost to the employee and no cost to the District.

ARTICLE 15
GENERAL AGREEMENT

15.1.1 Meetings may be scheduled during working hours with the employee receiving their regular compensation.

15.1.2 Negotiations shall be conducted in accordance with New Hampshire RSA 273-A.

Section 2: Printing of the Agreement

15.2.1 The Board agrees to pay the cost of printing copies of the Agreement in booklet form and to distribute copies of the Agreement to each member of the bargaining unit presently employed by the Board. The Board agrees to provide each new employee with a copy of this agreement in booklet form.

ARTICLE 16
MANAGEMENT RIGHTS

16.1 The Board, subject only to the language of this Agreement, reserves to itself full

jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign, fill vacancies, and retain employees in positions within the School District, to non-renew, and to suspend, demote, discharge, withhold wage increases, or take any other disciplinary action against the employees; (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the terms of the Agreement; (e) to maintain the efficiency of government operations; (f) to relieve employees from duties because of lack of work or for other reasons; (g) to determine the methods, means and personnel by which operations are to be conducted; (h) to contract with companies or agencies for work that otherwise would be performed by members of this bargaining unit; and (i) to take actions as may be necessary to carry out the mission of the agency in emergencies.

ARTICLE 17
SEPARABILITY

17.1 If any provision of this Agreement is held to be contrary to law, all other provisions shall continue in full force and effect.

ARTICLE 18
DURATION OF AGREEMENT

18.1 This Agreement shall continue in force and effect from July 1, 2015 through June 30, 2018 or until a successor agreement is approved by the voters. Until a successor agreement is approved, the Board agrees to maintain the current wages, benefits and terms and conditions of employment as contained in the agreement recognizing that there will be no step advancement or earning additional years of service for purposes of longevity. The Board would not exercise any option provided by state law that would terminate the status of the local union and the terms of the collective bargaining agreement.

18.2 The Board and the Federation agree that negotiations will commence not later than September 15th immediately preceding expiration of this agreement in order to give both parties an ample opportunity to negotiate a successor agreement.

18.3 The Federation 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).

AGREED to by and between the parties at Hudson, New Hampshire, as evidenced by the signatures of their duly authorized representatives, set forth below this 1st day of June, 2015

FOR THE HUDSON FEDERATION OF PSRP'S – AFT-NH, AFT, AFL-CIO, LOCAL #6245

Signed:

Nancy Poulin
President

FOR THE HUDSON SCHOOL BOARD

Signed:

Michael Truesdell
Chairman

Bryan Lane
Superintendent of Schools

APPENDIX A

NOTICE OF INTENT TO RE-EMPLOY

DATE: (on or before June 1st)

Dear (employee):

This letter is to be considered as your intent to return to your position as (XXXXX) for the 20__ - 20__ school year.

Please note that failure to return this signed notice to the Office of the Superintendent on or before June 1st will place your position as vacant. Your position will not be held and your insurance benefits, if applicable, will terminate effective July 1st.

The district pays insurance premiums for eligible employees for July and August in June, therefore if you are signing that you will be returning to work and decide to resign prior to the beginning of the 200X-200X contract year, you will be held responsible to reimburse the School District for all insurance benefits paid. This requirement can be waived at the sole discretion of the Superintendent of Schools and the School Board.

Sincerely,

Bryan Lane
Superintendent of Schools

I will be returning to my position as (XXXXX) for the 20__ - 20 ___school year.

_____
Signature of Employee

I have decided not to return to my position as (XXXX) for the 20___ - 20___ school year. I have attached my letter of resignation.

_____
Signature of Employee

APPENDIX B

WAGES FOR PART-TIME PARA-EDUCATORS

Step	2015-16 Paraeducator	2015-2016 Paraeducator II Certification	2015-2016 LPN
0	$13.06	$13.58	$15.11
1	$13.53	$14.03	$15.58
2	$13.93	$14.43	$15.98
3	$14.81	$15.31	$16.86
4	$15.41	$15.91	$17.46
5	$15.99	$16.49	$18.04
6	$16.58	$17.09	$18.63
7	$17.19	$17.69	$19.24
8	$17.80	$18.31	$19.85
9	$18.38	$18.88	$20.43
10	$19.03	$19.54	$21.08
11	$19.87	$20.38	$21.92
12	$20.71	$21.21	$22.76
13	$21.24	$21.74	$23.29
14	$21.51	$22.02	$23.56

Newly hired employees shall be placed at steps commensurate with prior experience and the needs of the District as determined by the Superintendent and School Board.

No employees shall receive step increases for 2015-16 contract term. All employees shall receive the following percentage increase in the hourly wage rate over the hourly wage rate received during the 2014-15 school year:

2015-16: 2.5%

2016-17: Employees who were not on the top step (Step 14) during 2015-16 shall receive a one-step increase for the 2016-17 contract year.

Employees who were on the top step (Step 14) in 2015-16 shall receive a 1.5% increase in their base pay.

2017-18: No employees shall receive step increases for the 2017-18 contract term. All employees shall receive the following percentage increase in the hourly rate over the hourly rate received during the prior school year: 2.25%.

Step	2017-18 Paraeducator	2017-2018 Paraeducator II Certification	2017-2018 LPN
0	$13.35	$13.89	$15.45
1	$13.83	$14.35	$15.93
2	$14.24	$14.75	$16.34
3	$15.14	$15.65	$17.24
4	$15.76	$16.27	$17.85
5	$16.35	$16.86	$18.45
6	$16.95	$17.47	$19.05
7	$17.58	$18.09	$19.67
8	$18.20	$18.72	$20.30
9	$18.79	$19.30	$20.89
10	$19.46	$19.98	$21.55
11	$20.32	$20.84	$22.41
12	$21.18	$21.69	$23.27
13	$21.72	$22.23	$23.81
14	$21.99	$22.52	$24.09

APPENDIX C

WAGES FOR FOOD SERVICE EMPLOYEES

(1) During the first school year that a food service employee is employed by the Hudson School District, the employee's hourly wage rate shall be as follows:

	2015-16	2016-17	2017-18
Food Service Workers	$10.31	$10.57	$10.78
Assistant Managers and Cooks	$11.80	$12.09	$12.33
Managers	$13.61	$13.95	$14.23

(2) During the second and subsequent school years that a food service employee is employed by the Hudson School District, the employee shall receive the following increases in the hourly wage rate over the hourly wage rate received during the prior school year:

2015-16	2016-17	2017-18
3.0%	2.5%	3.0%

(3) Food service personnel who are promoted from one job classification to a higher job classification shall receive either the starting wage rate for the classification to which they are promoted or 2% more than they received in the job classification from which they were promoted, whichever is higher.

(4) Food service employees who have completed the following years of consecutive service for the District shall receive the following additional wage increase to take effect the year following the completion of the anniversary year. Food service employees who have completed an anniversary prior to July 1, 2015 shall receive the applicable percentage increase, based upon their total years of service, as of the effective date of this agreement.

Completed Years of Service	Percentage Increase
15	1.5%
20	2.0%
25	2.5%

APPENDIX D-1
AUTHORIZATION FOR DUES DEDUCTIONS

I hereby request and authorize you to deduct union dues in the amount established by the Hudson Federation of PSRP's, AFT-NH, AFL-CIO in equal gross installments. The amount shall be paid to the TREASURER of the Hudson Federation of PSRP's, AFT-NH, AFT Local #6245 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 D-2
AUTHORIZATION FOR AGENCY FEE DEDUCTIONS

I hereby request and authorize and authorize you to deduct AGENCY FEE in the amount established by the Hudson Federation of PSRP's, AFT-NH, AFL-CIO in equal gross installments. The amount shall be paid to the TREASURER of the Hudson Federation of PSRP's, AFT-NH, AFT Local #6245 AFL-CIO, and represents payment for AGENCY FEE. 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_____