

# **Agreement**

Between the

American Federation of State, County and Municipal Employees (AFSCME)

Local 1906 Council 93, AFL-CIO

and the

School Board

of the

Hudson, New Hampshire School District

July 1, 2022 – June 30, 2024

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## **PREAMBLE**

The purpose and intent of the Hudson School Board and AFSCME entering into this Agreement is to promote orderly and peaceful relations between the School District and the organized employees in the bargaining unit covered by this Agreement.

On or before May 15 of the prior year in which this agreement expires and subject to compliance with Article 11, the Leadership Team shall in writing by certified mail return receipt requested, notify the Board of its intent to negotiate the terms of a successor agreement.

The parties shall, no later than July 15, meet, confer and negotiate in a good faith effort to reach a mutual understanding and agreement.

## **ARTICLE 1**

### **1.1 Recognition**

The Hudson School Board recognizes the American Federation of State, County and Municipal Employees (AFSCME), Local 1906 Council 93, AFL-CIO as the exclusive bargaining representative for all Principals, Assistant Principals, School Counselors, Dean of Academics, Department Heads, School Psychologist, and Directors of School Counseling, Athletics, Career and Technical Education, and Music, of the Hudson School District for the purpose of bargaining wages, hours, and conditions of employment pursuant to New Hampshire Law RSA 273-A.

### **1.2 Definitions**

- a. Whenever used in the Agreement, the words "School Board" shall refer to the Hudson School Board.
- b. Whenever used in the Agreement, the word "parties" shall refer to the Hudson School Board and the American Federation of State, County and Municipal Employees (AFSCME), Local 1906 Council 93, AFL-CIO as participants in this Agreement.
- c. Whenever used in the Agreement, the acronym "LTM" shall refer to Administrative Group (Leadership Team) bargaining unit member or employee employed by the District, as described in Article 1.
- d. When the singular is used in this Agreement, it is understood to include the plural.
- e. Whenever used in this Agreement, "full year employees" shall refer to bargaining unit members who are employed to work for 12 months each year.
- f. Whenever used in this Agreement, "school year employee" shall refer to bargaining unit members who are employed less than a full year as that term is defined above.

**ARTICLE 2**

**JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD**

The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the School District. The parties acknowledge that neither the Board nor the Superintendent may lawfully delegate powers, discretions, and authorities which by law are vested in them, and this agreement shall not be construed so as to limit or impair their respective statutory powers, discretions, and authorities including, but not limited to 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 and retain employees in positions within the School District and to suspend, demote, discharge, withhold all 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 items of this Agreement;
- (e) to maintain the efficiency of government operations;
- (f) to relieve employees from duties because of lack of work or for other legitimate reasons;
- (g) to determine the methods, means and personnel by which operations are to be conducted;
- (h) to contract with companies or agencies for services currently performed by the bargaining unit positions of psychologist to be provided by employees of those companies or agencies, and
- (i) to take actions as may be necessary to carry out the mission of the School District in emergencies.

**ARTICLE 3**

**COMPENSATION**

**3.1 Salaries**

a. For the 2022-2023 school year, members of the bargaining unit shall receive a 3.5% “cost of living” increase.

For the 2023-2024 school year, members of the bargaining unit shall receive a 4.25% “cost of living” increase.

*[The parties shall establish a joint committee to study current salary schedules and make recommendations for next contract.]*

- b. Salaries shall be subject to the following adjustment:  
Base salaries are for Master's degree, \$1,000 deduction for a Bachelor's degree.
- c. Unit members shall receive a stipend of \$1,000 for 30 credits beyond Master's degree.
- d. Unit members with a Ph.D. will receive an additional \$1,000 stipend.
- e. Salaries will be adjusted on a per diem basis for employees whose work year extends beyond the work year in her/his category. The stipends referenced in (c) and (d) above are not included for purposes of calculating the per diem rate.

**3.2 Co-curricular Activity**

Leadership Team Members who direct school activities, shall be compensated at the same rate, as are members of the Hudson Federation of Teachers, as provided in their contract. Additionally, teaching department heads and counselors assigned as chaperones shall be compensated at the same hourly chaperone rate as are members of the Hudson Federation of Teachers as provided in their contract. Activities covered under the title chaperone will be limited to the following: dances, ski trips and other activities agreed to by the Superintendent of Schools.

**3.3 Hiring Rates**

The District may place newly hired employees at a salary rate that is commensurate with their training and experience, except that, in no case shall training and experience be used to place such new hires at a salary greater than a current and continuing employee with similar training and experience within the same category.

New hire salaries shall fall within the following ranges by job category:

Category 1: High School Principal (Full Year)  
\$101,230 to \$120,000

Category 2: Middle School Principal (Full Year)  
\$97,900 to \$115,000

Category 3: Elementary Principal, Deans, CTE Director (Full Year)  
\$91,384 to \$108,000

Category 4: Elementary Asst. Principal, Directors, Associate Principal (Full Year)  
\$85,708 to \$100,000

Category 5: School Psychologist (198 Days)  
\$65,059 to \$82,771

Category 6: Asst. Principals (HS & MS), Department Head, Special Education Coordinator (188 Days)  
\$65,264 to \$85,000

Category 7: School Counselors (186 Days)  
\$41,752 to \$71,359

**3.4 Method and Time of Salary Payment**

- a. Salaries of members of the Leadership Team bargaining unit who work less than 211 days per year shall be paid in twenty-six (26) or twenty-one (21) equal gross installments at the option of the member. Under the twenty-six (26) pay option, a balloon payment shall be made on the last bi-weekly pay day of the fiscal year (on or before June 30) for the payment of any remaining installments.
- b. Leadership Team members who work two-hundred eleven (211) or more days per year will be paid bi-weekly throughout the twelve (12) month period.

**3.5 Anniversary Dates**

For the duration of this Agreement, Leadership Team members who work more than half the work days specified in Section 4.1 during one year will be credited with a full year's service.

**3.6 Mileage Allowance**

Traveling Leadership Team members covered by this Agreement who are authorized by the Superintendent or the Superintendent's designee to use private automobiles for School business shall be reimbursed at the prevailing rate per mile allowed by Federal IRS guidelines.

**3.7 Itemized Payroll Deductions**

A statement of payroll deductions shall be provided with each salary payment in accordance with the current practice.

**ARTICLE 4**

**WORKING CONDITIONS**

**4.1 Length of Work Year**

- a. The length of the work year for members of the Leadership Team shall be as follows per position:

Full Year Employees

Principal



Elementary Assistant Principals  
Associate Principal (High School and Middle School)\*  
Associate Principal for Student Services\*  
Academic Dean  
Director  
[\* Associate Principal - full year vs. 198 day asst. principal]

208 day Employees  
Special Education Coordinators

198 day Employees  
High School Department Head  
Middle and High School Assistant Principal  
School Psychologist

196 day Employees  
High School Counselor

191 day Employees  
Middle School Counselor  
Middle School Department Head

186 day Employees  
Elementary School Counselor

- b. The School District may request a Leadership Team member to work additional days or vacation days, for which he/she will be paid at a per diem rate.
- c. The School Year is defined as 188 days only for Category VI and 186 days only for Category VII, and employees in such positions shall be paid at a per diem rate for any days, as set forth above, in excess of those numbers.

**4.2 Leadership Team Members' Vacations and Holidays**

- a. Full-year Leadership Team members hired prior to September 1<sup>st</sup> will earn twenty-five (25) days of vacation each year. Vacation may be taken anytime during the contract year including during holiday periods.
- b. During the first year of employment, full-year employees will earn vacation on a pro-rated basis depending on their date of hire.
- c. Vacation may not be taken until approved in advance by the Superintendent. Denials by the Superintendent hereunder shall not be subject to the provisions of the grievance procedure.
- d. Full-year members of the bargaining unit shall be entitled to eleven (11) paid holidays per year. Those holidays are: New Years Day; Martin Luther King/Civil rights Day; Memorial Day; Independence Day; Labor Day; Columbus Day, Veterans Day; Thanksgiving and the day after; and Christmas and the day before. Two (2) of these days may be used as

floating holidays; and may be taken at such times when students are not in school.

- e. Up to ten (10) days of vacation may be carried over until the first day of school of the employee's next contract year. Unused vacation time as of the first day of school shall be lost.
- f. Upon separation of employment, employees shall be paid for all accrued, but unused, vacation days.

#### **4.3 Leadership Team Personnel Files**

Leadership Team personnel files shall be maintained under the following circumstances.

- a. No material which is derogatory to a Leadership Team member's conduct, service, character, or personality shall be placed in the official personnel file unless the Leadership Team member is sent a dated copy at the same time.
- b. The Leadership Team member shall have the right to submit a response to any such statement. The Leadership Team member's response shall also be included in his/her personnel file.
- c. No copy of or reference to any official grievance will be placed in any Leadership Team member's personnel file.

#### **4.4 Damage or Loss of Property**

- a. No Leadership Team member shall be held responsible for loss, damage or destruction of school property or children's' property when such loss, damage or destruction is not the fault of the Leadership Team member.
- b. A Leadership Team member shall report in writing any loss, damage, or destruction to the building Principal or Superintendent, whichever the case may be, immediately upon becoming aware of such loss, damage, or destruction.
- c. The School District shall reimburse Leadership Team members for any clothing or glasses damaged in the performance of the employee's duty or for the loss or damage of any personal property brought to school for use in the performance of said duty. Personal property left overnight, not in the possession of the school Principal, shall not be covered by this language. No money or property left unlocked or unattended shall be eligible for compensation. A Leadership Team member who wishes to file a claim shall complete the form provided in the school office and provide evidence of the cost of the item(s) lost or stolen. All claims will be held until the close of the school year. If the total amount of all claims exceeds four-thousand (\$4,000) in any fiscal year, employees will be reimbursed on a pro-rated basis.

**4.5 Duties**

While LTM’s may be asked to assist in given supervision situations, LTM’s will not be assigned to duty rosters.

**ARTICLE 5**

**SUPPLEMENTAL BENEFITS**

**5.1 Medical Insurance**

a. The School District will offer members of the bargaining unit a Cigna SchoolCare Yellow Open Access with Choice Fund Plan, Cigna SchoolCare Yellow Open Access with No Choice Fund Plan or comparable plan chosen by the School District. Members may select individual, two-person or family coverage. The School District shall pay the following percentage of the premiums for the Cigna SchoolCare Yellow Open Access with Choice Fund plan and unit members shall pay the remaining percentage dependent upon the plan selected:

	<u>2022-23</u>	<u>2023-24</u>
School District	91%	90%

The School District shall pay the following percentage of the premiums for the Cigna SchoolCare Yellow Open Access with No Choice Fund plan and unit members shall pay the remaining percentage dependent upon the plan selected.

:

	<u>2022-23</u>	<u>2023-24</u>
School District	91%	90%

b. If a unit member is married to another District employee, they shall take the coverage or combination of coverages whose premium(s) is least costly<sup>1</sup> 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.

c. The Board or the Leadership Team may reopen negotiations on insurance and salaries if it deems it desirable to do so in order to avoid penalties under the Affordable Care Act.

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<sup>1</sup> 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.

**5.2 Life Insurance**

- a. The Hudson School District shall pay one hundred percent (100%) of the premium for a term life insurance policy for each member of the bargaining unit equal to twice the employee's salary , but subject to a maximum benefit amount of \$250,000. The carrier shall be chosen by the School Board.
- b. Bargaining unit members may purchase, at their own expense, additional/optional life insurance if approved by the insurance carrier in an amount allowed by the insurance carrier.

**5.3 Tax -Free Annuities**

The School Board agrees to allow the Leadership Team members to take advantage of the Federal Law concerning tax-free annuities.

**5.4 Course Reimbursement**

- a. Full tuition reimbursement shall be paid to each member receiving credit in a course taken for professional improvement.
- b. All courses for which reimbursement is sought shall require advance approval by the Superintendent.

As a condition of tuition reimbursement, the unit member must agree in writing that if s/he voluntarily leaves employment with the School District, s/he will repay the full amount of any tuition reimbursements that occurred within three (3) years of the separation date.

Payment shall be made upon submission of evidence of payment to the college or university as well as evidence of completion of the course with a grade of B or better (or a grade of pass in a pass/fail course). In no event will a Leadership Team member be entitled to payment unless he/she is employed with the District for the school year in which evidence of completion of the course with a grade of B or better (or a grade of pass in a pass/fail course) is submitted or, if submitted after the close of the school year, is actually employed by the District at that time. The School District shall not be required to expend more than the sum of \$20,000 annually for this benefit.

The course reimbursement rate is established at the UNH per credit rate for graduate courses; bargaining unit members are limited to no more than eight (8) credits per year. Those bargaining unit members who are part of the Southern New Hampshire University Graduate Cohort for Hudson shall be allowed to take up to the equivalent of the amount of eight (8) credits at the UNH rate. In the event of any unused money, it may be redistributed equally.

Employees may apply for the maximum allowable course reimbursement, but will not be reimbursed for a second course until every employee has had the opportunity to apply for a first course. Reimbursement for a first course shall be issued on the basis of date of application. The last date to apply for

reimbursement of a first course shall be January 15. In the event of any unused money, it shall be redistributed equally.

**5.5 Direct Deposit**

The Hudson School District 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 individual Leadership Team members.

**5.6 Dental Plan**

The School District shall offer Cigna Dental through SchoolCare or any comparable plan chosen by the School District. Members may select individual, two-person or family coverage. The School District shall pay 100% of dental coverage.

**5.7 Long-term Disability**

The District shall maintain the long term disability plan previously made available to members of the bargaining unit, subject to the following condition on eligibility: Employees shall be eligible to receive 66.67% of their pay up to a maximum monthly benefit of \$7,000 upon the later of 90 days of disablement or the date any accumulated sick leave payments end.

**ARTICLE 6**

**LEAVE POLICIES**

**6.1 Sick Leave**

Each member of the Leadership Team is entitled to a leave of absence for sickness with full pay for up to a total of 15 days per year accumulative to 90 days.

Those members of the Leadership Team who do not have full-year contracts, and who have no paid vacation leave, may annually use up to three days of their sick leave allocation for emergencies. For the purpose of this Agreement, "emergency" shall be limited to home exigencies, religious holidays, court appearances, or any other reasonable category approved by the Superintendent. Leadership Team members who have vacation leave are expected to use such leave for the purposes enumerated in this paragraph.

Whenever possible at least 24 hours notice should be given to the employee's immediate supervisor.

**6.2 Short-term Disability Leave**

(a) If a member of the Leadership Team is unable to work due to illness, injury, or childbirth, for a period of 10 consecutive days or longer, and otherwise qualifies for long-term disability payments, the employee will be granted short-term disability leave at full pay until the employee is able to return to work or until 90

calendar days after the commencement of said illness or injury, whichever is less. In no event may an employee use more than 60 days of short-term disability leave each year. A year, for these purposes, shall be 12 months on a rolling calendar basis, calculated from the date that the leave begins. The usage sequence shall be as follows: (1) use of any accrued sick leave; (2) up to 60 days short term disability to cover any period of absence between exhaustion of accrued sick leave and 90 calendar days following commencement of illness or injury; (3) long term disability. The employee may be required to furnish medical certification to the Superintendent indicating the extent of the illness or injury and verifying the employee's inability to work as a result.

(b) Mini Sick Bank:

Any employee who has exhausted all of their accrued sick leave upon return from short- or long-term disability leave, may access the "mini" sick bank. This sick bank will be used by, and available to, all bargaining unit employees, employed by the District for one-year or more, to access up to ten sick days. The sick bank may only be used for the employee's own personal illness or injury.

Any employee may apply for the use of the Sick Bank by providing the following to the Sick Bank Committee:

1. A written request to draw from the Sick Bank.
2. 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. All employees shall donate one (1) day to the sick bank as of the first payroll of each contract year until the total number of days exceeds a number equivalent to one times the number of employees in the bargaining unit. If at any time the number of sick days in the sick bank falls below ten days, one day per employee will be deducted from each employee on the first pay day in the following fiscal year and added to the sick bank until the number of days exceeds a number equivalent to one times the number of employees in the bargaining unit.
4. A committee consisting of 2 Leadership Team members 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.

**6.3 Funeral Leave**

- a. Three (3) days funeral leave without loss of pay shall be granted to Leadership Team members upon the death of anyone in their immediate family or permanent household.

- b. The immediate family shall mean the member's spouse, child, mother, father, sister, brother, aunt, uncle, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, or grandparents-in-law.
- c. Additional funeral leave may be granted with the written permission of the Superintendent. Such leave shall not be unreasonably denied. The grant or denial of such additional leave shall not be subject to the grievance procedure.

#### **6.4 Military Leave**

- a. (1) 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.  
  
(2) 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).
- b. 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.
- c. Notice of leave request: Any employee needing time away from work for service or training in the military must make the Human Resources 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.
- d. Reinstatement to work: As soon as an employee on active duty has a return to work date, s/he must notify the Human Resources 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).

e. 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.

## **6.5 Educational Leave**

- a. Leave of absence with pay may be granted to members for the purpose of visiting other schools or attending meetings, workshops, or conferences of an educational nature, at the discretion of the Superintendent or his designee.
- b. Subject to prior written approval and the availability of funds, the School District shall pay reasonable expenses incurred by members who attend workshops, seminars, or other approved professional improvement sessions. The School District will also reimburse transportation expenses to approved workshops, seminars, and professional improvement sessions at the prevailing rate per mile allowed by IRS guidelines. Members will be responsible for providing their own transportation to and from the site of any approved workshop seminar, or professional improvement session.
- c. Members requesting reimbursement from the School District under this section will submit to the Superintendent a voucher individually listing the expenses for which reimbursement is sought. Such voucher should include receipts for all expenses.
- d. At the discretion of the Superintendent or his designee, conference days with pay may be granted to Leadership Team members for the purpose of presenting a workshop, as well as attending a workshop.

## **6.6 Child Rearing Leave**

- a. A unit member shall be granted a child rearing leave of absence without pay to become effective upon birth or adoption of a child, and to terminate at the end of a semester not later than two (2) years after birth or adoption of that child.
- b. A unit member on child rearing leave shall notify the Superintendent in writing by March 1 before the leave expires of the member's intent to return to active duty. Said member shall be reinstated to a position for which he or she is certified and shall retain all benefits held at the time the leave became effective.
- c. Unless a unit member returns to duty at the end of a semester not later than two years after the birth or adoption, the member's employment shall be terminated. Should a member refuse an assigned position in an area where the member is certified, all child rearing and other contractual benefits shall cease immediately.

## **6.7 Jury Duty**

A member of the bargaining unit who is called for service on a jury, shall not suffer any loss of pay or benefits. The unit member shall remit to the Hudson



School District any fee received for jury duty, excluding reimbursement for mileage, meals and lodging.

**6.8 Other Leaves**

- a. Leadership Team members who are on continuing contract may be granted a one (1) year leave without pay or other benefits for necessities of the home, professional improvement, or for any other activity which would benefit the Hudson School District. Such leave will be granted at the discretion of the Superintendent and subject to the approval of the School Board. Leadership Team members shall apply in writing for such leave by March 1, but the Superintendent may agree to extend that application deadline for emergencies or unforeseen circumstances.
- b. A member of the Leadership Team shall be granted a leave of absence, without pay or other benefits to serve as an elected or appointed official in public office. The duration of such leave shall coincide with the term or appointment of office.
- c. Leaves of absence may be extended by the School Board.
- d. A member of the Leadership Team on leave of absence must notify the Superintendent of Schools in writing by March 1 in the year the leave expires of his/her intent to return to active duty the following September. Failure to so notify the Superintendent of Schools or failure to return from a leave of absence will be considered a resignation unless such leave has been extended by the School Board.
- e. A member of the Leadership Team returning from a leave of absence shall be reinstated to the position he/she held prior to such leave.

**ARTICLE 7**

**REDUCTION IN FORCE**

The decision to implement a Reduction in Force shall be at the sole discretion of the School Board. As soon as a Reduction in Force is contemplated, the Superintendent of Schools shall notify the Leadership Union that the elimination of positions is contemplated. When a final determination has been made as to the reduction of the work force, and as early as possible, the Superintendent of Schools shall communicate that decision in writing to those staff members involved.

For the purposes of a Reduction in Force, all bargaining unit members shall be assigned to one of the following classifications:

High School Principal  
Middle School Principal  
Elementary School Principal  
Secondary Assistant Principal  
Dean of Academics

Elementary Assistant Principal  
Directors by area of responsibility  
Director of School Counseling  
School Psychologist  
School Counselors  
Department Heads by Subject

Should the School Board decide to reduce the work force, the School Board will make every reasonable effort to minimize the effects in reduction in force on the current staff by absorbing as many positions as possible through attrition. If all layoffs cannot be accomplished through attrition, the most qualified employees within each of the aforesaid classifications will be retained. If the qualifications of all employees within a classification are determined to be more or less equal, the most senior employees (determined by number of years of employment in the classification in Hudson) will be retained. If the selection is made on the basis of seniority, the selection will not be subject to the grievance procedure.

Laid off members shall be placed on a recall list for a period of two years from the date of layoff. Members on the recall list shall be recalled to open positions within their assigned classification in the inverse order of their layoff.

Any transfer, assignments, or reassignments resulting from or involved with a reduction in staff will be made at the sole discretion of the Superintendent of Schools. In the event of a change of assignment or transfer as a result of a reduction in force, the member involved shall be notified of such change.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

#### **8.1 Definitions**

- a. A “grievance” shall mean a complaint by an employee, a group of employees, or the union that there has been a violation or misinterpretation of the terms of this Agreement.
- b. The Union and the School District mutually may agree to initiate and process grievances beginning at step 2.

#### **8.2 Grievance Procedure**

- a. Step 1 – Assistant Superintendent level (informal)  
A grievant shall informally discuss a grievance with the Assistant Superintendent within ten (10) workdays after the grievant 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 grievant to refer the grievance to step 2.

- b. Step 2 – Assistant Superintendent level (formal written)  
An employee or the union, wishing to process a grievance at step 2 will do so in writing to the Assistant Superintendent within ten (10) working days from the conclusion of the discussions at step 1 or within ten (10) work days after the grievant knew or should have known of the act or condition upon which the complaint has been based (if it has been mutually agreed that the grievance shall be initiated at Step 2). The grievance shall be specific in nature and shall state the remedy requested. The Assistant Superintendent shall establish a formal conference on the matter and whenever a grievance is filed by an employee without the union the Assistant Superintendent shall notify the union and shall give the union the opportunity to be present and to state the views of the union. The aggrieved employee and the union shall be given at least two (2) working days notice of said conference. The Assistant Superintendent shall respond in writing ten (10) workdays from the date the formal grievance is filed. The Assistant Superintendent's decision shall be presented in writing to both the employee and the union.
- c. Step 3 – Superintendent level  
If a settlement is not reached at step 2 the employee or the union may present the grievance to the Superintendent of Schools within five (5) working days after the decision has been rendered at step 2. 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 2 decision. The Superintendent may schedule a meeting at a mutually convenient time to discuss the grievance with the employee and the union. 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 and the union, within ten (10) working days from the date the grievance is filed at step 3.
- d. Step 4 – School Board level  
If a grievance remains unsettled after having been processed through step 3 the employee or the union may within (5) work 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) workdays from the date the grievance is filed at step 4, 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 School Board shall render its decision in writing together with supporting reasons to the employee and the union within fifteen (15) workdays from the date the grievance is received.

- e. Additional Provisions:
- A union representative may be present at any grievance meeting with the exception of step 1. A union representative may be excluded from a grievance meeting at step 1 if the employee so requests, however, any resolution of the grievance shall not be inconsistent with the terms of this Agreement.
  - The time limits in this article may be reduced or extended by mutual agreement.
  - Failure to refer a grievance to the next step within the specified time shall be considered an acceptance by the employee and/or the union of the decision rendered.
  - Failure at any level of the grievance procedure to render a decision within the specified time limits shall permit the employee or the union to proceed to the next level.

### **8.3 Arbitration**

- a. 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 union or the School Board. The proceeding shall be initiated by filing with the American Arbitration Association, a request for arbitration within twenty (20) workdays after the final decision of the School Board has been given to the union.
- b. 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. The specific nature of the dispute and the remedy that are stated in the request for arbitration shall not exceed the scope of the specific nature of the dispute and the remedy that are requested in the grievance at step 2.
- c. In any arbitration case a fundamental principle shall be that the School Board retains the exclusive right to manage its affairs including (but not limited to) the right to determine 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 only to the limits stated in this

Agreement. The parties agree that only grievance with specific reference to the Agreement shall be processed to arbitration.

- d. 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.
- e. 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 hearings have been waived, from the date of transmitting the final statements and proofs to the arbitrator. The decision 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 provided however that either party may appeal under the provisions of RSA 542. Both parties agree that the arbitrator's decision represents a precedent for substantially similar situations.
- f. Both parties agree that the arbitrator be prohibited from modifying or adding to this Agreement.
- g. The cost of the Arbitrator shall be borne by the losing party.

## **ARTICLE 9**

### **DUES CHECK-OFF**

1. AFSCME Local 1906 may secure Authorizations for Payroll Deductions for Union dues from individual employees. The Superintendent will submit such sums in total, along with a list of who has paid such dues to the Union Business Office:

Business Manager  
AFSCME Council 93  
8 Beacon Street  
Boston, MA 02108

2. Any Leadership Team member desiring to have the Superintendent discontinue deductions that they had previously authorized must provide written notice to the Superintendent of Schools.
3. The Union shall be notified by the Leadership Team member if that Leadership Team member withdraws from or drops payroll deductions.
4. The union shall defend and hold the district harmless for any claim by, or liability to an employee arising as a result of this article.

5. Authorization for Payroll Deductions Form:

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO AUTHORIZATION FOR PAYROLL DEDUCTION

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**(please print)**

By \_\_\_\_\_  
Last Name First Name Middle Initial

TO: \_\_\_\_\_  
Name of Employer Department

Effective \_\_\_\_\_ I hereby request and authorize you to deduct from  
(date)

my earnings each payroll period \_\_\_\_\_ an amount sufficient to provide for the  
regular payment of current rate of monthly union dues established by AFSCME Local Union  
No. \_\_\_\_\_, Council 93. The amount shall be certified by Local Union  
No. \_\_\_\_\_, Council 93, and any change in such amount shall be so certified. The  
amount deducted shall be paid to the Business Manager, AFSCME Council 93.

Home Telephone # \_\_\_\_\_ Work Telephone # \_\_\_\_\_

Street Address \_\_\_\_\_

City and State \_\_\_\_\_

Employee's Signature \_\_\_\_\_

**ARTICLE 10**

**SAVINGS PROVISIONS**

Should any Article, Section or portion, thereof, of this Agreement be declared invalid because it is in conflict with a Federal or State law or be held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific Article, Section or portion, thereof, specified in the decision, and all other provisions of this Agreement shall continue in full force and effect.

## **ARTICLE 11**

### **VOLUNTARY SEPARATION**

In order to qualify for the voluntary separation benefit, the staff member must have a minimum of fifteen (15) years of District service.

The amount of the separation payment shall be determined as follows: \$1,000 per year of service in the District plus 1/3 times the number of unused sick days; which, combined, shall result in a maximum payment of up to \$25,000. The staff member must provide written notice to the District, in order to receive payment on July 1<sup>st</sup> of the following calendar year, no earlier than July 1<sup>st</sup> and no later than September 1<sup>st</sup> of the preceding school year. The Hudson School Board may, in its complete discretion, grant waivers to the September 1<sup>st</sup> date of notice in cases of serious unforeseen circumstances.

Once written notice under this article is received by the School Board, it may not be withdrawn by the staff member except for good cause as determined by the Board at its sole discretion.

A maximum of three people a year shall be granted this benefit. In the event of multiple applications, the date of hire by the School District shall be used to determine benefit eligibility. Then, if necessary, the date of application for voluntary separation.

## **ARTICLE 12**

### **FAIR PRACTICE**

As sole collective bargaining agent, the Union will continue its policy of accepting into membership all eligible persons in the unit without regard to race, creed, color, national origin, sex, or marital status. The Union will represent equally all persons without regard to membership in, or association with the activities of any employee organization.

## **ARTICLE 13**

### **HANDLING OF NEW ISSUES**

Being a mutual agreement this instrument may be amended at any time by mutual consent.

**ARTICLE 14**

**DURATION**

- 14.1 This Agreement shall become effective on July 1, 2022 and shall continue in full force and effect until June 30, 2024.
- 14.2 The Board agrees to provide the PELRB with a copy of this Agreement within fourteen (14) days of its execution in accordance with PUB 207.02(b).

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

**American Federation of State, County, and Municipal Employees  
(AFSCME, Local 1906, Council 93, AFL-CIO)**

Keith D Bowen  
By: Keith D. Bowen, President

Jeffrey S. Peterson  
By: Jeffrey S. Peterson, Vice-President

Daniel B. Porter III  
By: Daniel B. Porter III, Treasurer

Karen O'Brien  
By: Karen O'Brien, Secretary

William R. Hughes  
By: William R. Hughes, Negotiating Team Member

Heidi Greaves  
By: Heidi Greaves, Negotiating Team Member

**Hudson School Board**

Gary Gasdia, Chair  
By: Gary Gasdia, Chair

Gretchen Whiting  
By: Gretchen Whiting, Vice-Chair

Ethan Beals  
By: Ethan Beals, Board Member

Maurice Dionne  
By: Maurice Dionne, Board Member



*mm* *mm*

By: Michael Campbell, Board Member