AGREEMENT

BETWEEN THE MANCHESTER SCHOOL DISTRICT

AND

LOCAL 298, AFSCME, AFL-CIO

SCHOOL NURSES

2023-2025

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<u>PREAMBLE</u>

The purpose and intent of the Manchester School District and the Union entering into this Agreement is to promote orderly and peaceful relations among the Manchester School District and the organized employees in the Bargaining Unit included in the following Agreement, and to provide on the behalf of the citizens of Manchester approved services in an effective and efficient manner.

ARTICLE 1 RECOGNITION

1.1 The Manchester School District (hereinafter referred to as the "District") hereby recognizes AFSCME Council 93,Local #298, (hereinafter referred to as the "Union") as the exclusive representative of the bargaining unit contained herein for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment, other than those managerial policies referred to in RSA 272-A:1 XI which are the exclusive prerogative of management.

1.2 **HEALTH DEPARTMENT**

The Bargaining Unit to which the Agreement is applicable shall consist of School Nurses as follows: All full-time and part-time employees in the classifications of: Nationally Certified School Nurse, School Nurse I (ASN), School Nurse II (BSN), Licensed Practical Nurse and School Health Services Provider.

1.3 Any new position introduced by the District which falls into the bargaining unit shall be negotiated with the Union as required by law.

ARTICLE 2 NON-DISCRIMINATION

2.1 The District covered by this Agreement agrees to not discriminate against employees covered by this Agreement on account of membership in the Union.

NON-DISCRIMINATION BY THE UNION

- 2.2 The Union Officers and members agree to not discriminate in any way against employees who are not members of the Union, or to bar employees from joining or remaining in the Union, except for non-payment of dues.
- 2.3 The District and the Union agree not to discriminate in any way against employees covered by this Agreement on account of religion, race, color, gender, national origin, marital status, sexual orientation, gender identity, results of genetic testing, physical or mental disability, age, physical or mental handicap, or veteran status, except where age or physical condition are bona fide qualifications for employment.

ARTICLE 3 MAINTENANCE OF MEMBERSHIP

- 3.1 Each member of the Bargaining Unit who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member of the Bargaining Unit and the Union after that date shall continue his/her membership in the Union during the duration of this Agreement; provided, however, that an employee may at his/her discretion and in writing, withdraw his/her membership from the Union anytime within twenty (20) calendar days prior to the anniversary date thereafter.
- 3.2 Any employee who is in the Bargaining Unit and is not a member of the Union, but wishes to have the Union represent him/her in grievances, shall assume full financial responsibilities as to the actual costs of processing the grievances. Collection of such fees shall be the sole responsibility of the Union.
- 3.3 Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the District harmless in any such dispute.
- 3.4 The Union shall post notices on Departmental bulletin boards thirty (30) calendar days prior to the anniversary date.

ARTICLE 4 DUES DEDUCTION

4.1 The District agrees to authorize the deduction of Local 298 dues from each employee who has signed an authorization and send said dues along with a statement indicating who has paid dues to: The Treasurer of AFSCME Council 93.

- 4.2 The Union will keep the District informed of the correct name and address of the Treasurer of Local 298 and AFSCME Council 93.
- 4.3 This deduction of dues shall be made on a weekly basis and shall be sent monthly to the Treasurer of AFSCME Council 93.
- 4.4 If any employee has no check coming to him/her, or if his/her check is not large enough to satisfy the dues then no deduction will be made from that employee. In no case will the District attempt to collect fines or assessments for the Union beyond the regular dues.
- 4.5 The District will notify the Treasurer of Local 298, AFSCME, in writing within two (2) working days of the cancellation of dues by an employee who had previously signed an authorization for said deduction.

ARTICLE 5 SENIORITY

- 5.1 There will be two types of seniority:
 - (a) Department Seniority
 - (b) Classification Seniority

Departmental Seniority shall relate to the time an employee has been continuously employed by the Department.

- 5.2 Department Seniority shall prevail in matters concerning layoffs and rehiring. Qualified and available permanent employees shall be reinstated before new employees are hired.
- 5.3 Department Seniority shall be the type considered in matters concerning "promotions" and "transfers" as set forth in Article 6 of this Agreement.
- No employee shall have the right to replace another employee in any classification by virtue of Department Seniority alone, except that, in the event of a permanent lack of work in any classification, those employees concerned in that classification shall be assigned to the next lower classification for which they are qualified and for which they have Department Seniority. Employees shall retain their same rate of pay for a period of 12 months from the date of such reduction in the classification and pay grade. After 12 months, the employees will be reduced to the proper pay step in the lower pay grade.
 - Displaced employees in those lower classifications shall have the same rights of reassignment as referred to in this section 5.4
- 5.5 Upon receiving a promotion, an employee's name shall be entered at the bottom of that particular classification seniority list to which he/she has been promoted, regardless of his/her Department Seniority, and he/she shall be considered to be the junior or youngest employee in that classification regardless of the Department Seniority of other employees

already in that job, until such time as other promotions are made into this classification. New promotions shall be entered at the bottom of that particular Classification Seniority list concerned.

- Until an employee has served the six (6) month initial probationary period, it shall be deemed that he/she has no seniority status, and he/she may be discharged or laid off with or without just cause, and such discharge or layoff shall not be subject to the grievance procedure.
- 5.7 An employee shall not forfeit seniority during absences caused by:
 - (a) Illness resulting in total temporary disability due to his/her regular work with the Department involved, certified to by an affidavit from Workmen's Compensation Carrier.
 - (b) Illness not the result of his/her misconduct, resulting in total temporary disability, certified by a physician's affidavit every 3 months.
 - (c) Maternity Leave will not affect the seniority of an employee.
 - (d) If the probationary period for a school nurse is extended due to school summer vacation, subject to Articles 7.6 and 7.7 of this Agreement, the Merit Step will be granted eighteen (18) months after the date of hire as a full-time employee, if the school nurse receives a satisfactory evaluation.
- 5.8 An employee shall lose his/her seniority for, but not limited to the following reasons:
 - (a) If an employee is discharged and if such discharge is not overruled by an appropriate authority
 - (b) If he/she resigns
- 5.9 The employee's present Classification Seniority as of the effective date of this contract, shall be the only type of seniority considered for the purpose of establishing the Classification Seniority system called for in this Article. This Classification Seniority must have been continuous in nature to merit consideration under this section.
- 5.10 The preparation and maintenance of the Department and Classification Seniority Rosters shall be the responsibility of the District, approved by the Union, and is to be a part of this Agreement. The Department and Classification Seniority lists are to be drawn up and posted once a year in January.
- 5.11 Bidding for known vacancies for the forthcoming school year shall be conducted in June of each year. The School Nurse with the greatest Classification Seniority who bids shall have the right to fill the vacancy. The Department maintains the right to temporarily assign school nurses during the school year regardless of Classification Seniority.

- 5.12 Qualified part-time School Nurses will have the opportunity to bid for vacant full time positions after all full time School Nurses had bid for vacant positions.
- 5.13 (a) School Nurses hired to fill vacancies left at the end of the bidding process, shall not be required to bid on that school the following year.
 - (b) In the event a vacancy occurs after the bidding process (i.e over the summer months) that school will open for bidding the following June.

ARTICLE 6 PROMOTIONS AND TRANSFERS

- The Department reserves and shall have the right to make promotions and transfers primarily on the basis of qualifications, ability and performance of duty, but shall be governed by Department Seniority where equal qualifications, ability and performance of duty, as determined by the Department, have been demonstrated.
- Jobs to be filled though promotion shall be posted on the Department bulletin boards in which the vacancy occurs for a period of five (5) working days.
 - Management shall make a determination of the filling of such position no later than thirty (30) working days after the close of the posting period.
- 6.3 After an award is made of a promotion, the name of the person promoted shall be posted for five (5) working days following said award. Employees may file a grievance within eight (8) working days of the date posted, in accordance with the grievance procedure.
- 6.4 Vacancies in management positions which are excluded from the Bargaining Units shall be posted on the Department bulletin boards, provided, however, that appointment to these positions shall not be subject to the grievance procedure of this contract.
- 6.5 Whenever possible, promotions shall be made from the ranks of regular employees who are employed by the Department in which the vacancy occurs.
- 6.6 Employees in the Department where the vacancy occurs who are absent during the entire posting period shall be automatically placed on the list for consideration for the position(s); provided, however, that such employees may, at his/her discretion, have his/her name removed from the list within five (5) working days of returning to work. This provision shall not apply to those engaged in military service and their eligibility shall be governed by the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- 6.7 When a question as to the proper person having been chosen to fill any job arises and it cannot be resolved it will be settled by using the grievance procedure in Article 31.

- 6.8 Job postings shall include job specifications, rate of pay, job location, the shift and also if the job is permanent with a permanent rating.
- 6.9 The above procedures shall be followed in all promotions, vacancies and transfers whether temporary or permanent, unless otherwise stated in Articles 6.12 and 6.13.
- 6.10 If qualified candidates are not available or have not responded to the posting within a Department where a vacancy occurs, the job will then be posted throughout the District Departments. Preference will be given to District employees who meet the qualification, ability and performance duty standards before seeking applicants outside the District service. Candidates from Departments other than the Department in which the vacancy occurs shall be notified by the Department of the status of his/her application and the reason(s) for not being selected for the position. A candidate for positions in Departments other than the Department in which he/she is employed shall not have the right to file a grievance if not selected for such position(s).
- 6.11 An employee who meets minimum qualifications and is promoted to a higher level position shall be placed in a probationary status for a time period not to exceed six (6) months in the higher position. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. If an employee is not able to satisfactorily perform the higher level duties then he/she shall be reduced in status to the same classification, pay grade and pay step as he/she had obtained prior to promotion.

6.12 <u>LATERAL TRANSFERS</u>

An employee who has been promoted or transferred shall only be eligible for additional lateral transfers within the same pay grade after one (1) year on the job, unless the financial rewards are greater, or at the discretion of the Department Head, if he/she seeks a lateral transfer within a shorter time period.

6.13 VOLUNTARY TRANSFER TO A LOWER CLASSIFICATION

When an employee is in a higher classification and requests to more into a lower classified vacant position, he/she will have first priority by seniority — however, the employee's qualifications, ability, performance of duty and attendance record shall be taken into consideration and can be used by the Department Head in determining whether the transfer shall be granted.

ARTICLE 7 WAGE RATES

7.1 Effective July 1, 2023, employees will be placed on the 2023-2024 salary schedule according to their credited years of experience (Appendix E-1).

- Effective July 1 2024, employees will be placed on the 2024-2025 salary schedule according to their credited years of experience (Appendix E-2)
- 7.2 Employees will receive a step increase at the beginning of the fiscal year until such employee reaches step K at which point they will receive a longevity increase every five (5) years. This step increase will be subject to a satisfactory performance evaluation. An incomplete evaluation will be considered a satisfactory performance evaluation. This process may be changed at any time by mutual agreement. Evaluation step increases will stop when an employee reaches Step K on the included pay matrix.
- 7.3 The longevity waiting periods for employees shall be every 5 years once an employee reaches Level K on the pay scale.
- 7.4 Employees hired prior to July 1, 2023 that are being promoted from one grade to a higher grade shall be placed on the lowest step of the new grade, which will provide for a minimum of a ten-percent (10%) increase in salary up to Level J. Employees who have already attained a longevity step prior to promotion will be placed on the same level on the new classification that corresponds to their previously credited years of experience Employees hired after July 1, 2023 that are promoted from one grade to a higher grade shall be placed on the same level on the new classification that corresponds to their previously credited years of experience.
- 7.6 For purposes of placing new hires on the salary schedule, the District will grant incoming school nurses full credit for prior school nursing experience and one-third (1/3) credit for nursing experience outside of the school nurse setting, not to exceed level J on the pay scale.

ARTICLE 8 HOURS OF WORK AND OVERTIME

- 8.1 The normal work week shall consist of any work performed up to eight (8) hours of work for all employees per day, Monday through Friday, at straight time pay. School Nurses are required to be on the school campus a minimum of five (5) minutes prior to student instruction beginning through 5 (five) minutes after student dismissal.
- 8.2 School Nurses are responsible for performing the duties as outlined in their respective job description.
- 8.3 School Nurses shall have 181 workdays as following:
 - One hundred seventy-five (175) School Days; and
 - Six (6) Days that are used before and/or after the school year to open and/or close the school nurse's office, two of which may be reserved for professional development opportunities if the school nurse is able to open and close their office in six (6) days.

The Union and District agree that the 181 days are sufficient for the school nurses to perform the essential functions of their job including opening and closing the school building and maintaining the necessary professional development and licensure for the position.

Bargaining unit employees will receive a "daily rate". The "daily rate" shall be calculated by dividing the annual salary by the 181 days as an example:

\$71.416.00/181 = \$394.56 as the Daily Rate (rounding up on >.005 or more.)

8.4 Bargaining unit employees working in their capacity in a program outside of their normal work hours or school year would receive a "hourly rate". The "hourly rate" shall be calculated by dividing the annual salary by the workdays (181) divided by the number of hours in the regular workday (8) as an example:

\$71,416.00/181 = \$394.56/8 = \$49.32 as the Hourly Rate (rounding up on >.005 or more.)

- 8.5 The District will pay all employees on a 26 bi-weekly basis. The district shall divide the base salary rate by 26 and will be equalized it across the bi-weekly payrolls, establishing a bi-weekly payment amount. Additionally, the total cost of the employee's benefit costs share will be divided by 26 and will be equalized across the 26 bi-weekly payrolls as well. The first paycheck shall be issued the second Thursday after Labor Day.
- 8.6 District agrees to pay employees overtime at 1 ½ times their rate of pay, or compensatory time at 1 ½ times if desired by the employees, when an employee is required by their supervisor to work more than forty hours a work week as a result of a public health emergency, such as a disease outbreak, as determined by the public health director. School Nurses that work during scheduled school vacations (non-summer) shall be paid at the rate of time and one half.

Employees will be allowed to eat their lunch, on the job, i.e. they will be in "on call status" while they are eating their lunch.

Any employee of the Department who is required by their supervisor to work on a weekend will be paid for such work at the rate of time and one-half their regular rate for a minimum of two (2) hours. Any employee of the Department who is required by their supervisor to work on a holiday will be paid for such work at the rate of double time their regular rate for a minimum of two (2) hours.

8.7 No temporary employees shall be assigned to overtime work until all regular employees shall have had the opportunity for such assignment.

- 8.8 Employees shall not be required to work in the event of a snow/emergency day(s) when the district educators (teachers) are not required to work. In the event the District has more than five (5) snow/emergency days, employees shall be required to make-up missed days at the end of the year if the same is required of the district educators (teachers).
- 8.9 During remote learning days, employees may utilize the time to conduct professional development in lieu of going into the office. Employees may choose to utilize sick leave in lieu of conducting professional development on remote learning days.

ARTICLE 9 PLUS RATES

- 9.1 Employees in the Bargaining Unit will be compensated on a Plus Rate basis of one pay step (no less than seven-percent (7%) to the nearest whole cent) above his/her present rate or the entrance rate, whichever is higher, for working in higher level classifications for each completed work day in such higher level assignment. This section applies to a school nurse covering the work duties of a supervisory position. Coverage of daily school nurse duties at another school will be paid at the employee's regular rate of pay.
- 9.2 An employee may be temporarily assigned for a period not to exceed thirty (30) calendar days to the work of any position of the same or lower grade without a change in rate of pay.
- 9.3 In those cases, when an hourly rated employee is assigned to temporarily serve in a higher leveled salaried position, then such hourly rated employee shall be granted a plus rate in accordance with this section if the assignment is for one full work day or longer.
- 9.4 Assignments to higher paying job classifications, temporary or otherwise, shall be made in accordance with the provisions of Article 6 Section 1 of this Agreement.
- 9.5 All new positions, promotions or transfers contemplated beyond a period of thirty (30) days shall be posted on the Department bulletin board for at least five (5) working days and any interested employee shall have the opportunity to apply for such positions, promotions or transfers.

ARTICLE 10 EMERGENCY WORK

10.1 It shall be the duty of all able bodied employees to make themselves available during the course of emergency situations. Deliberate refusal to work during such situations without adequate justification may result in disciplinary action.

10.2 When an employee responds to an emergency work situation and due to hours worked and/or physical exhaustion, is relieved from working the normal work schedule, and such employee is required to work on a Saturday then such Saturday work shall be paid at the overtime rate.

ARTICLE 11 ANNUAL VACATIONS

- 11.1 Full time School Nurse/LPNs shall be entitled to one (1) paid vacation day per fiscal year, to be taken on a scheduled work day. This vacation shall be scheduled at the discretion of the immediate supervisor to provide the least disruption of Departmental operations.
- 11.2 All full time members of the bargaining unit with twenty years of service shall be entitled to one (1) additional paid vacation day per fiscal year, to be taken on a scheduled work day. This vacation day shall be scheduled at the discretion of the immediate supervisor to provide the least disruption to the department operations.
- 11.3 No employee shall be permitted to accrue in excess of two (2) times his/her annual earned vacation.

ARTICLE 12 SICK LEAVE

- 12.1 Sick Leave shall be in accordance with NH Laws of 1943, Chapter 291, Section 1. Each permanent full-time employee shall earn sick leave with pay at the rate of 1 1/4 days of sick leave for each completed month of service. Sick leave shall not be taken in advance of earning same.
- 12.2 Employees who are initially employed in a temporary status and who are assigned to permanent status in the same Department, <u>without</u> a <u>break</u> in <u>service</u>, shall be allowed credit for the time served in the temporary status towards accrual of sick leave benefits.
- 12.3 Unused sick leave may be accumulated up to a maximum of one hundred twenty (120) days.
- 12.4 Employees who are absent from work on legal holidays, during sick leave, vacation, for disability arising from injuries sustained in the course of their employment and for all authorized leaves of absence with pay shall continue to accumulate sick leave at the regularly prescribed rate as though they were on duty, subject to the maximum limitation herein provided. Employees who are absent on authorized leaves of absence without pay for not over 10 work days in any thirty (30) calendar day period shall continue to accrue sick leave at the regularly prescribed rate during such absences as though they were on duty, subject to the maximum limitation herein provided.

- Any employee eligible for sick leave with pay may use such sick leave, upon approval of his/her Department or Office Head, for absence due to his or her illness, injury, the injury or illness of a spouse, child or other blood relative or ward residing in the same household when FMLA leave is approved, or for the exposure to contagious disease.
 - The Department Head shall require a doctor's certificate before approving sick leave with pay for a period or periods of absence of more than three (3) work days.
 - Sick time may be used for the purposes of medical, dental or mental health appointments in increments of half or full days in accordance with the District's leave policy.
- 12.6 Department Heads and the Union may require an employee to justify each day of absence for sick leave is the employee's absentee record indicates a patterned use of sick leave.
- 12.7 Except as otherwise provider for herein, absences for a fraction or part of that day are chargeable to sick leave in accordance with these provisions shall be charges proportionately in half or full days in accordance with the District's leave policy.
- 12.8 During periods of absence for approved paid sick leave the employee shall be entitled to full pay for such period at the regular rate of compensation, provided, however, that hourly employees shall be compensated on the basis of straight time pay not to exceed eight (8) hours per day and not to exceed forty (40) hours per week. No sick leave benefits shall be paid on the basis of time and one-half.
 - On separation from District, all sick leave credits shall be cancelled except in a case of paid retirement, duty disability retirement, or death while in active service.

All accrued sick leave up to but not to exceed eighty (80) work days shall be paid plus payment of one-quarter of the balance of the days accrued over eighty (80), but not more than one hundred twenty (120) days of accrued sick leave at their regular pay.

Effective on the date of ratification, employees shall be entitled to the benefits under City Ordinance 33.081 (G), as it may be amended from time to time.

12.9 SICK LEAVE NON-ABUSE

Employees who use six (6) days of sick leave or less in the preceding fiscal year will receive two (2) personal leave days, to be scheduled by the Departments. Employees who use one (1) day or less of sick leave in the preceding fiscal year will be granted one (1) additional incentive day off, for a total of three (3), during the fiscal year after they are earned. During the transition, employees will retain the amount received January 1, 2023 which will expire 12/31/2023. Effective July 1, 2023 employees will receive fifty percent (50%) of the respective personal days based on the period of January 1, 2023 through June 30, 2023. The time received July 1, 2023 will expire on June 30, 2024. Effective July 1, 2024 employees shall receive their personal leave days in the first pay period of the fiscal year based on the preceding fiscal year sick leave utilization.

Personal leave days must be used during the fiscal year they are credited and shall not accumulate and shall not be carried over year after year. Personal leave days taken by employees who are assigned to work schedules which includes planned overtime on a regular schedule, shall be counted as days worked for overtime purposes.

ARTICLE 13 LEAVE OF ABSENCE

- 13.1 The District agrees to allow Union representatives, stewards and/or aggrieved employees reasonable time, without loss of pay, during regular working hours for the purpose of processing grievances, provided such time away from work does not interfere with the work of the department. Such time shall not be withheld unreasonably. The Union representatives shall obtain prior permission to absent themselves from work before leaving a work site and shall obtain prior permission of the immediate superior involved before interrupting the work of an employee located at a different work site.
- 13.2 Time lost by representatives of the Union on grievance settlements or negotiations shall be paid for by the District as provided in RSA 273-A 11.
- 13.3 When an employee is elected President of Local #298 and has to do work which takes him/her away from his/her regular employment with the District, he/she shall, at the written request of the Union, be granted a leave of absence without pay, not to exceed three (3) years, and with no loss of seniority, provided satisfactory arrangements can be made for a substitute during such leave of absence.
- 13.4 Employees elected as delegates to either the AFSCME International Convention, NH Public Employees Convention, Council #93 or the NH State Labor Council Convention shall be allowed a leave of absence with pay, not to exceed a total of ten (10) working days per year.
- 13.5 The President, Vice-President, Chief Steward shall be permitted not more than ten (10) collective total hours per month to attend to their duties as representatives of all units represented by Local 298, without loss of pay. This time shall be in addition to any other time granted in this Article.
- 13.6 In the case of death of an active bargaining unit member, two (2) members of the bargaining unit, as designated by the Union President, or their designee, shall be allowed to attend the funeral services without loss of pay.

ARTICLE 14
BEREAVEMENT LEAVE

14.1 Bereavement leave of five (5) working days with pay between the date of death and the date of the funeral, inclusive, shall be granted to permanent full-time or permanent part-time employee who works at least half-time in the event of the death of his/her:

Spouse Sister
Father Brother
Mother Child

Son-in-law Mother-in-law Father-in-law Daughter-in-law

Grandchild

Blood relative or ward residing in the same household

Paternal or Maternal Grandmother (excluding step grandparent)
Paternal or Maternal Grandfather (excluding step grandparent)

14.2 Special leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of his/her:

Sister-in-law Aunt Brother-in-law Uncle

- 14.3 Under extenuating circumstances, two (2) additional days with pay may be granted under Section 19.1 or 19.2 with written approval of the Department Head; such days to be charged to the employee's accrued sick leave.
- 14.4 Under no circumstances shall bereavement leave be paid on an overtime basis.

ARTICLE 15 MATERNITY LEAVE

- 15.1 Upon application of the employee on forms to be provided by the District a maternity leave of absence without pay shall be granted to permanent, full-time female employees who have been employed at least one (1) year before said application, said leave to commence at the time recommended by the employee's attending physician and to extend for a period not to exceed six (6) months after the birth of the child. If an employee who has been granted a maternity leave of absence in accordance with this provision shall fail to return to work upon the expiration of such leave of absence she shall be deemed to have voluntarily terminated her employment, unless she has been certified by her physician as being physically unable to perform her duties.
- An employee shall be entitled to draw her accumulated sick leave benefits with pay for a period not to exceed sixty (60) work days from the date of confinement or the birth of the

child, during which time the employee is certified as being unable to perform her regular duties, as certified to by an affidavit of the attending physician every thirty (30) days. Requests for such sick leave benefits must be submitted in writing to the Department head no later than thirty (30) days after the date of confinement in order to be eligible for sick leave benefits.

- 15.3 Extensions of the thirty (30) day paid sick leave benefits may be made by the Department head if circumstances so warrant.
- 15.4 An employee shall not forfeit seniority or other benefits during this leave of absence.

ARTICLE 16 MILITARY SERVICE

16.1 Shall be governed by existing law.

ARTICLE 17 JURY DUTY

- 17.1 An employee called as a juror will receive their normal day's pay. The employee will sign over the check they received from jury duty and make payable to the Manchester School District. If the check includes mileage reimbursement, the employee will cash the check and write a personal check payable to the Manchester School District including only the actual jury duty portion, without the mileage reimbursement.
- 17.2 Employees who are called to jury duty and are excused from the jury duty for a day or days shall report to their regular work assignments as soon as possible after being excused.

ARTICLE 18 EDUCATION INCENTIVE REIMBURSEMENT

- 18.1 The following education reimbursement policy will apply to members of the Bargaining Units covered by this policy.
- 18.2 The District agrees to provide reimbursement if funds are available to employees who complete approved courses relating to their current responsibilities or as part of an approved career development program based upon the following standards: Payment of seventy-five percent (75%) of the cost of such courses, but not to exceed \$1250.00 per fiscal year for Bachelor's level courses and \$1750.00 per employee per year for Master's level courses.

The District also agrees to reimburse any LPN seeking higher education to RN level for courses taken.

Courses fully paid by outside grants or as District funded staff development shall not apply against the employee cap.

[NOTE: Until the parties agree otherwise, Health Department bargaining unit members will continue to be eligible for reimbursement under the AFSCME Master Agreement tuition reimbursement fund.]

- 18.3 Courses must be approved in advance by the Department head concerned as meeting the requirement that the course is related to the employee's job or is part of a career development program. Approval must be obtained through the Human Resources Department for payment of the course in accordance with the established procedure.
- 18.4 Once a course has been approved as meeting the requirement an advance will be made to the employee of one-half (1/2) of the authorized seventy-five percent (75%) of the cost of the course tuition and books. The remainder of the course reimbursement will be paid to the employee upon presentation of a certificate of satisfactory completion of the course.
- 18.5 Approval for courses will be considered on the basis of relevancy of the course, number of employees applying and funds available.
- 18.6 If a course is paid for in whole or in part through a Federal or State program then the District will not reimburse for such amount, it being the intent of this section to eliminate double payment for any course.

ARTICLE 19 LIFE INSURANCE

19.1 The District will provide for a Life Insurance fund to provide for the payment of a death benefit of an amount equal to the employee's last yearly base pay, but not to exceed \$50,000.00 to the named beneficiary or estate of any member of the Bargaining Unit who dies from any cause while employed by the District or within sixty (60) calendar days after retirement or resignation for health reasons.

The District reserves the right to obtain insurance coverage for the above amounts, and reserves the sole right to select such insurance carrier.

ARTICLE 20 HOSPITAL/MEDICAL INSURANCE

20.1 The District will offer three health insurance plans. The HDHP coupled with an HSA, the Access Blue New England Site of Service HMO 250 and the Access Blue New England HMO 1250 Plan all of which are more particularly described in the attached Appendix C.

- 20.2 Bargaining unit member hired before ratification (2021), may select either the HDHP coupled with an HSA or the Access Blue New England Site of Service HMO 250.
- 20.3 Bargaining unit members hired on or after ratification (2021), shall be limited to the HDHP coupled with an HSA or, if they do not qualify for the HDHP, the Access Blue New England HMO 1250 Plan. Unless otherwise agreed, such bargaining unit members are required to stay on the HDHP for so long as the District continues to contribute seventy-five (75%) percent to the applicable deductible to the member's HSA account on an annual basis as set forth herein.
- For unit members hired prior to May 1, 2012, the District will pay eighty-three percent (83%) of the eligible premiums.
- 20.5 For unit members hired on or after May 1, 2012, the District will pay eighty percent (80%) of the eligible premiums.
- 20.6 The District shall offer a high deductible health insurance plan (HDHP) accompanied by the establishment of a Health Savings Account (HSA) for each enrolled bargaining unit member with an annual contribution of \$1,500.00 for an individual and \$3,000.00 for a two person or a family plan to an HSA for the term of this Agreement. The District retains the right to set the annual District contribution and shall each year prior to the open enrollment period disclose any changes to high deductible benefit plan and/or its contribution to the HSA or continuation of the HSA in the following fiscal year. Notwithstanding the District's practice of paying this stipend in two increments, employees in the first year of employment may request their entire stipend at one time in the event of catastrophic illness or injury and payment arrangements with the health provider are not available.
- 20.7 To a bargaining unit member who elects not to receive coverage under any District health insurance plan the District shall pay \$4,000.00 annually in lieu of health insurance coverage. The District shall make said payment in two equal payments of \$2,000.00 in a separate check if feasible. The first payment, in arrears, will be made in January/February and the second payment, in arrears will be made in July/August. Bargaining unit members who encounter a qualifying event so as to make them eligible for enrollment in the District's health insurance plans during either six-month period will receive a pro rata amount based on the next \$2,000.00 payment. Bargaining unit members will be able to enroll in the District health plans notwithstanding a qualifying event in the annual open enrollment period.
- 20.8 It is agreed by all parties concerned that the District reserves and shall have the right to change insurance carriers after consultation with the union provided that the benefits are not decreased and the costs to bargaining unit members do not increase above those percentages set forth in paragraphs 25.4 & 25.5.

20.9 The District shall provide all bargaining unit members a Northeast Delta Dental plan equivalent to other District employees having such a benefit with a yearly maximum of \$1,500.00. The District shall pay eighty-five (85.0%) percent of each monthly premium for the entire year for the coverage selected by each employee. The District agrees to provide coverage under Delta Dental Insurance Plan Coverage A, B, and C as set forth in Appendix D attached hereto and made part of this Agreement. The District shall pay an amount not to exceed eighty-five percent (85.0%).

ARTICLE 21 UNIFORMS

- 21.1 The District agrees it will no longer require School Nurses to routinely wear uniforms as provided for in previous agreements, provided that the manner of dress for all nurses shall be neat and professional in appearance. School Nurses shall also comply with the Dress Code for all Manchester School District Staff.
 - The District agrees to utilize funds in lieu of School Nurse uniforms to be used to purchase health reference books, and or membership in state and national organizations such as NASN or NHSNA per contract year. The selection of references purchased shall be determined by the District administration and the books shall remain the property of the District unless determined otherwise.
- An initial uniform allowance not to exceed \$100.00 will be provided newly employed Nurses upon presentation of receipts. Such uniform allowance will be paid only upon satisfactory completion of the initial probation period.

ARTICLE 22 TRAVEL ALLOWANCE

22.1 The prevailing IRS mileage reimbursement rate shall be paid to those employees who are required to provide private transportation means to conduct their daily work activities including travel between schools.

ARTICLE 23 SAFETY

- 23.1 The Department shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Department and the Union may meet once in ninety (90) days at the request of either party, to discuss such regulations. The Union agrees that its members who are employees of the Department will comply with the Department's rules and regulations relating to safety, economy, and efficiency of services to the Department and the Public.
- 23.2 The Union and its members agree to exercise proper care and to be responsible for all Department property issued or entrusted to them during their working hours. Where safe

- storage space is provided by the Department, employees shall be responsible for replacing articles issued to them if the same type of article has been lost twice in the same twelvementh period. In such cases the employee shall replace the second lost article.
- 23.3 The District shall furnish gloves, special clothing, gowns, eye protection, respiratory protection, and identification tags indicating staff are nurses for the health and safety of its students and employees.
- 23.4 The District shall provide annual fit testing and training on the use of supplied respiratory protection as needed at the direction of the local Health Department. All employees shall be scheduled for testing and training during regular work hours.

ARTICLE 24 BULLETIN BOARDS

- 24.1 The Department shall provide space for bulletin boards for the posting of notices of the department addressed to the employees and notices of the Union addressed to the members. The Department shall locate its bulletin board at convenient places within the Department. No Union notice shall be posted in or around the Department's property except on such boards and no notice shall be posted until it has been signed either by the President or Secretary of the Union with the approval of the Department head or his/her designated representative.
- Any and all positions for hire or promotion within the department shall be posted on the bulletin board as described in Article 29.1

ARTICLE 25 DISCIPLINARY PROCEDURES

- 25.1 All disciplinary actions shall be in a fair manner and shall be consistent with the infractions for which disciplinary action is being taken.
- 25.2 (a) All suspensions and discharges shall be stated in writing and the reasons stated and a copy given to the employee(s) and the Union within five (5) work days from the date of suspension or discharge.
 - (b) If the Department does not follow Section 30.2 (A) above in the case of a suspension then it shall be deemed that the suspension is without merit. When Section 30.2 (A) above is not followed in the case of a discharge said discharge shall be changed to a two (2) week suspension which shall be grievable.
- 25.3 Disciplinary actions will normally be taken in the following order:
 - (a) Verbal earning
 - (b) Written warning

- (c) Suspension without pay
- (d) Discharge

However, the above sequence may need not be followed if an infraction is sufficiently severe to merit a written warning, immediate suspension or discharge.

- 25.4 No employee shall be penalized, disciplined, suspended or discharged without just cause.
 - Employees who are absent from work for more than five (5) working days and who have not been granted a leave of absence during that period, or who do not present justifiable evidence showing they were unable to report, shall be deemed to have quit.
- 25.5 The Personnel record of an employee will be cleared of verbal or written reprimands after a period of eighteen (18) month from the date of the reprimand, provided there are no similar infractions committed during the intervening period.
- 25.6 The personnel record of an employee will be cleared of suspension notices after a period of four (4) years from the date of suspension, provided there are no similar infractions committed during the intervening period.

ARTICLE 26 GRIEVANCE PROCEDURE

A grievance is defined as a claim or dispute arising out of the application or interpretation of this agreement, under express provisions of this agreement, and shall be processed in the following manner:

26.2 STEP 1

An employee having a grievance must discuss the grievance with the employee's immediate supervisor or the supervisor responsible for the matter being grieved within twelve (12) working days from the date of the event giving rise to the grievance or the date the employee could reasonably have been first made aware of the event. Such grievance shall be discussed between the employee, a Union representative and the supervisor. The supervisor shall give his/her answer within two (2) working days from the date he/she receives notice of the grievance.

In the event of a suspension without pay or a discharge from employment the above step will be by-passed and the grievance shall be submitted to the Step 2 level of this procedure.

26.3 **STEP 2**

If the grievant or the Union disagrees with the decision of the supervisor and desires to proceed with the grievance then such grievance must be submitted in writing, listing the article and section violated, the specific grievance and the remedy desired to the School

Superintendent or their designees within five (5) work days from the date the decision of the supervisor was rendered. The School Superintendent or their designees shall render his/her decision within three (3) work days from the date he/she receives the grievance.

26.4 **STEP 3**

- (1) If the Union is not satisfied with the disposition of the grievance the Union must file a request for pre-arbitration meeting within ten (10) work days after the decision or the grievance will be null and void. Representatives of the involved District and the Union will meet with the Chief Negotiator/Contract Administrator within ten (10) work days after the Union makes such request for said meeting, the purpose of which is to determine if the grievance can be settled without arbitration. A representative of the Personnel Department and/or the City Solicitor's Office shall attend only as necessary, provided that there is mutual agreement of the parties.
- (2) If no settlement is reached as a result of the meeting as stated in 3126.4 (1) above, the Union may submit in writing a request to a mutually agreed upon neutral arbitration agency or to the New Hampshire Employee Labor Relations Board to appoint an arbitrator to resolve said grievance, such action to be filed within ten (10) working days after the meeting under 3126.4 (1) has occurred or a decision has been reached, but not later than ten (10) working days after the meeting.
- If the Union fails to submit such written request for the appointment of an arbitrator within said ten (10) working days, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.
- A grievance by the School Superintendent against the Union shall be presented in writing to the Union President, and shall be discussed at a meeting to be held within five (5) working days after the grievance is presented, with said meeting to take place during the normal working hours.
 - If a satisfactory agreement is not reached at the meeting as stated above, then the Department Head may proceed within ten (10) working days of said meeting to present the grievance to arbitration in accordance with Section 26.6 of this grievance procedure.
- 26.6 The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this agreement.
- 26.7 The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.
- 26.8 The expenses of the arbitrator shall be borne by the losing party. The arbitrator shall be required to declare the losing party. Each party shall make arrangements for and pay the expenses of witnesses who are not District employees who are called by them.

- 26.9 Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department, and having the grievance adjusted without the intervention of the Union, provided the adjustment is not inconsistent with the terms of this agreement and that the Union has been given the opportunity to be present at such adjustment and to state its views.
- 26.10 If said grievance is not reported and/or processed within the time limits set forth in Sections 26.2, 26.3, 26.4 and 26.5 the matter shall be dismissed and no further action shall be taken with respect to such grievance. In the event that management or the Union does not render an answer in accordance with the above-mentioned timelines the grievance shall be deemed denied and the grievant may process said grievance to the next step in the process.
- 26.11 The above times may be extended or by-passed by mutual written agreement of the parties.
- 26.12 All decisions involving wages, wage rates, promotions, transfers, hours worked and not worked, shall be retroactive to the date the grievance first occurred, at the discretion of the arbitrator. Within thirty calendar days of receiving the decision of the arbitrator either party may appeal said decision pursuant to NH-RSA 542.

ARTICLE 27

MANAGEMENT'S RIGHTS

- 27.1 The direction of Department operations and the determination of the methods and the means by which such operations are to be conducted shall be the function of Management. All rights and responsibilities not specifically modified by this agreement shall remain the function of Management and in accordance with the provisions of RSA 273-A:1,XI. RSA 273:1: XII.
- 27.2 It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or status of employment are changed as a result of Management's exercising the above mentioned rights, whenever such grievances exist.

ARTICLE 28 STRIKES PROHIBITED

28.1 Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdowns, withholding of services or any curtailment of work or restriction or interference with the operations of the Manchester School District during the term of this agreement.

ARTICLE 29 CONTRACTING AND SUBCONTRACTING OUT

- 29.1 The District recognizes the concern of the Union in regard to contracting or subcontracting work which results in a reduction of the work force.
- 29.2 If the District or Department covered by this agreement changes its method of operations which involves contracting out work which is now being performed by bargaining unit employees, the District and/or Department will give notice to the Union of its intention. Furthermore, the District will make every effort to absorb affected employees into other District positions. In those cases, where employees are not absorbed into other District positions, the District and/or Department will provide as much advance notice of pending lay-offs as reasonably possible.

ARTICLE 30 STABILITY OF AGREEMENT

30.1 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. The parties to this Agreement agree to meet to negotiate only on the specific article or section, or portion thereof, which has been declared invalid or unenforceable, but neither party is required to make concession in order to reach agreement on the specific article or section in question.

ARTICLE 31 MISCELLANEOUS

- The District agrees to provide for a payroll deduction slot for an insurance program, subject to approval by the District Finance Department.
- 31.2 The Union agrees to accept the District's Family and Medical Leave Act (FMLA) Policy, subject to its review by the Union's attorney, with the understanding that the policy will not be changed except by mutual agreement.
- 31.3 The Department agrees to provide electronic copies of this agreement along with one (1) hard copy to the Union within thirty (30) days of signing.

ARTICLE 32 SUCCESSOR AGREEMENT CLAUSE

AFSCME School Nurses 7/1/2023 – 6/30/2025 Reformatted 8/17/23

32.1 This agreement shall remain in effect, except wages until a successor agreement has been reached between the Manchester School District and AFSCME Local 298 units. This clause shall not be considered an Evergreen provision.

ARTICLE 33 DURATION AND TERMINATION

Upon ratification by the respective parties, and except as otherwise set forth herein, this Agreement shall be in effect from July 1, 2023 through June 30, 2025, with effective dates for specific provisions as stated in the various Articles.

NOTE: Pursuant to RSA 273-A:3, II (a), if either party desires to bargain a successor agreement, it must give written notice to the other party no later than December 1, 2024.

FOR LOCAL 298, AFSCME, AFL-CIO

FOR BOARD OF SCHOOL COMMITTEE

Classification of the second committee

Date signed: 7/2/23

Date signed: 9/2/23

APPENDIX A EMPLOYEE DEVELOPMENT APPEALS PROCESS

Only employees who are denied a merit step increase on their anniversary date of position due to a sub- standard performance evaluation may file an appeal. All appeals shall be initially filed with the employee's department head. Any employee receiving a satisfactory performance evaluation shall not have the right to appeal or grieve their evaluation, their pay step or the supervisor's comments. In the event that there is a disagreement between the employee and his/her supervisor over the EDP goals, the employee, after discussing the disagreement with the Department Head or his/her designee may with the concurrence of the Union, file a grievance.

If the department head rules in the employee's favor, the employee shall receive his/her merit step as of their anniversary date of position. If the department head rules against the employee, the employee shall have the right to appeal the decision to the District-wide appeals committee.

Employees will have thirty (30) days from the date of denial by their department head to file an appeal with the Human Resources Director or their right to appeal shall be forfeited.

An appeals committee shall be comprised of the following representatives:

- Two union representatives appointed by the unions (with two alternates)
- One department head (with one alternate).
- One non-affiliated (with one alternate).
- An independent neutral party to act as tie breaker. This person to be selected through agreement between the District and the unions. If no decision can be reached, the neutral shall be appointed by the P.E.L.R.B. Any costs associated with the neutral party hearing appeals shall be borne half by the District and half proportionally split amongst the unions whose members are appealing. The unions shall not be responsible for any costs incurred in appeal hearings from non-affiliated employees.
- The Human Resources Director as non-voting chairman to provide staff resources.

Members cannot sit in on appeals where the appellant is a member of the same department or union.

AFSCME School Nurses 7/1/2023 – 6/30/2025 Reformatted 8/17/23

Terms of the members on this committee shall be staggered with two (2) year terms and members cannot serve more than two consecutive terms. Members must take at least one year off after serving two terms before being allowed to serve on the committee again. Alternates shall have no term limitations.

Unless agreed to by the appellant and the Human Resources Director the committee shall have sixty (60) days from receipt of the appeal to conduct a hearing on the matter.

The committee shall have thirty (30) days to render a decision on the matter.

Appendix-B

Education Requirements-SCHOOL NURSES

POSITION	MINIMUM REQUIREMENTS	
School Nurse - LPN	Associates degree	
School Nurse I - RN	Associates degree in nursing, or equivalent	
School Nurse II - RN	Bachelor's degree in nursing or equivalent	
Nationally Certified School Nurse	Bachelor's degree in nursing, or equivalent and National School Nurse Certification	

NOTE: The 30 additional credit hours, from a recognized institution or CDC, shall be hours specifically related to the practice of public health or closely related field. The intent is to encourage department staff to undertake coursework that will enable an employee to progress in a career at the Manchester School District while improving services of the department from enhanced knowledge and skills. Up to 10 of these credit hours can be in coursework related to administration, planning, finance and budget, interpersonal communication, or other closely related field.

APPENDIX C HEALTH INSURANCE SUMMARY OF BENEFITS

Your summary of benefits



Matthew Thornton Health Plan, Inc./Anthem® Blue Cross and Blue Shield Your Plan: Anthem Access Blue NE HMO 1250/0%/6350 Rx 3 Tier Your Network: Access Blue NE HMO

Covered Medical Benefits	Cost if you use an In- Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	\$1,250 person / \$2,500 family	Not covered
Out-of-Pocket Limit	\$6,350 person / \$12,700 family	Not covered
The family deductible and out-of-pocket maximum are embed to both the individual deductible and individual out-of-pocket rapply to both the family deductible and family out-of-pocket meductible and individual out-of-pocket maximum.	maximum, in addition, amounts for all co-	vered family members
Preventive Care / Screening / Immunization	No charge	Not covered
Doctor Home and Office Services		
Primary Care Visit	\$30 copay per visit medical deductible does not apply	Not covered
Specialist Care Visit	\$50 copay per visit medical deductible does not apply	Not covered
Prenatal and Post-natal Care	0% coinsurance after medical deductible is met	Not covered
Other Practitioner Visits:		
Retail Health Clinic	\$30 copay per visit medical deductible does not apply	Not covered
ive Health On-line Telehealth Visits Includes Mental Health and Substance Abuse Includes Mental Health and Substance Abuse	\$30 copay per visit medical deductible does not apply	Not covered

vered Medical Benefits Cost if you use an In- Network Provider		Cost if you use a Non-Network Provider	
Other Participating Provider On-line Visit Includes Mental Health and Substance Abuse	\$30 copay per visit medical deductible does not apply	Not covered	
Manipulation Therapy Coverage is limited to 20 visits per benefit period.	\$50 copay per visit medical deductible does not apply	Not covered	
Acupuncture Coverage is limited to 20 visits per benefit period.	Not covered	Not covered	
Other Services in an Office:			
Allergy Testing	No charge	Not covered	
Chemo/Radiation Therapy	\$50 copay per visit medical deductible does not apply ²	Not covered	
Dialysis/Hemodialysis	No charge	Not covered	
Prescription Drugs - Dispensed in the office For the drug itself through infusion/injection.	No charge	Not covered	
Diagnostic Services Lab:	P. P. STORBETTON (COSTON-Libra) - AND		
Office	No charge	Not covered	
Freestanding Lab/Reference Lab	No charge	Not covered	
Outpatient Hospital	No charge	Not covered	
(-Ray:			
Office	No charge	Not covered	
reestanding Radiology Center	No charge	Not covered	
Outpatient Hospital	No charge	Not covered	

Covered Medical Benefits	Cost if you use an In- Network Provider	Cost if you use a Non-Network Provider
Advanced Diagnostic Imaging:		
Office	No charge	Not covered
Freestanding Radiology Center	No charge	Not covered
Outpatient Hospital	No charge	Not covered
Emergency and Urgent Care		
Urgent Care In-Network Urgent Care benefit limited to preferred New Hampshire locations.	\$75 copay per visit	Covered as In-Network
Urgent Care Doctor and Other Services	No charge	Covered as In-Network
Emergency Room Facility Services Copay waived if admitted.	\$150 copay per visit	Covered as in-Network
Emergency Room Doctor and Other Services	No charge	Covered as In-Network
Ambulance	No charge	Covered as In-Network
Outpatient Mental/Behavioral Health and Substance Abuse	i	
Poctor Office Visit	\$30 copay per visit medical deductible does not apply	Not covered
Facility Visit:	T. C.	
acility Fees	No charge	Not covered
Octor Services	No charge	Not covered

Covered Medical Benefits	Cost if you use an In- Network Provider	Cost if you use a Non-Network Provider
Outpatient Surgery		
Facility Fees:		
Hospital	0% coinsurance after medical deductible is met	Not covered
Freestanding Surgical Center	0% coinsurance after medical deductible is met	Not covered
Doctor and Other Services:		
Hospital	No charge	Not covered
Freestanding Surgical Center	No charge	Not covered
Hospital (Including Maternity, Mental / Behavioral Health, Substance Abuse):	TO DESCRIPTION OF THE CAMERY A ROOT, THE CAMERY TO BE	COLUMN STATE OF THE STATE OF TH
Facility Fees Coverage for Inpatient Rehabilitation is limited to 60 days and Skilled Nursing services are limited to 100 days per benefit period. Applies to In-Network.	0% coinsurance after medical deductible is met	Not covered
Doctor and other services	No charge	Not covered
Recovery & Rehabilitation		
Home Health Care Limit is combined with Private Duty Nursing and it is 100 days per benefit period.	No charge	Not covered
Rehabilitation services:		
Office Coverage for physical therapy, occupational therapy and speech therapy is limited to a combined maximum of 60 visits per member per plan year. Applies to In-Network. Limit is combined across professional visits and outpatient facilities.	No charge	Not covered
Outpatient Hospital Coverage for physical therapy, occupational therapy and speech therapy is fimited to a combined maximum of 60 visits per member per plan year. Applies to In-Network. Limit is combined across professional visits and outpatient facilities.	No charge	Not covered

Covered Medical Benefits	Cost if you use an In- Network Provider	Cost if you use a Non-Network Provider
Cardiac rehabilitation		
Office Coverage is unlimited per benefit period.	\$50 copay per visit medical deductible does not apply	Not covered
Outpatient Hospital Coverage is unlimited per benefit period.	\$50 copay per visit medical deductible does not apply	Not covered
Skilled Nursing Care (facility) Coverage for Inpatient Rehabilitation is limited to 60 days and Skilled Nursing services are limited to 100 days per benefit period. Applies to In-Network	0% coinsurance after medical deductible is met	Not covered
Hospice	No charge	Not covered
Durable Medical Equipment Unlimited	No charge	Not covered
Prosthetic Devices OME External Prosthetics are subject to a \$200 deductible separate from the medical deductible.	No charge	Not covered
Fitness Club Reimbursement	Up to \$100 per six months and \$200 per plan year per contract.	
/ision Hardware Per member every 2 years.	\$100 maximum reimbursement for frames and lenses.	

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use an Out-of-Network Provider
Pharmacy Deductible	Not applicable	Not covered
Pharmacy Out of Pocket	Combined with In-Network medical	Not covered
Prescription Drug Coverage National Drug List This product has NO 90-day Retail Pharmacy N No coverage for non-formulary drugs. Tier 1 - Typically Generic 30 day supply (retail pharmacy). 90 day supply (home delivery).	stwork available. A 90 day supply is not \$10 copay per prescription, deductible does not apply (retail) and \$20 copay per prescription, deductible does not apply (home delivery)	t available at most retail pharmacies. Not covered (retail and home delivery)
Tier 2 – Typically Preferred Brand 30 day supply (retail pharmacy). 90 day supply (home delivery).	\$30 copay per prescription, deductible does not apply (retail) and \$60 copay per prescription, deductible does not apply (home delivery)	Not covered (retail and home delivery)
Tier 3 - Typically Non-Preferred Brand 30 day supply (relail pharmacy). 90 day supply (home delivery).	\$50 copay per prescription, deductible does not apply (retail) and \$100 copay per prescription, deductible does not apply (home delivery)	Not covered (retail and home delivery)

Notes:

- Your medical and prescription copays, coinsurance and deductible count toward your out of pocket amount.
- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services".
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.
- 2 Your cost share may be reduced when services are provided in a PCP's office.

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.

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Questions: (833) 621-0307 or visit us at www.anthem.com

NH/LG/Anthem Access Blue NE HMO 1250/0%/6350 Rx 3 Tier/5]7G/07-01-2021

Your summary of benefits



Matthew Thornton Health Plan, Inc./Anthem® Blue Cross and Blue Shield Your Plan: Anthem Access Blue NE HMO SOS 250/0%/6350 Rx 3 Tier Your Network: Access Blue NE HMO

Covered Medical Benefits	Cost if you use an In- Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	\$250 person / \$500 family	Not covered
Out-of-Pocket Limit	\$6,350 person / \$12,700 family	Not covered
The family deductible and out-of-pocket maximum are ember to both the individual deductible and individual out-of-pocket apply to both the family deductible and family out-of-pocket maximum.	maximum; in addition, amounts for all co	vered family members
Preventive Care / Screening / Immunization	No charge	Not covered
Doctor Home and Office Services		- 18
Primary Care Visit	\$20 copay per visit medical deductible does not apply	Not covered
Specialist Care Visit	\$20 copay per visit medical deductible does not apply	
Prenatal and Post-natal Care	0% coinsurance after medical deductible is met	Not covered
Other Practitioner Visits:		
Retail Health Clinic	\$20 copay per visit medical deductible does not apply	Not covered
Live Health On-line Telehealth Visits Includes Mental Health and Substance Abuse (www.livehealthonline.com)	\$20 copay per visit medical deductible does not apply	Not covered

Covered Medical Benefits	Cost if you use an In- Network Provider	Cost if you use a Non-Network Provider	
Other Participating Provider On-line Visit Includes Mental Health and Substance Abuse	\$20 copay per visit medical deductible does not apply	Not covered	
Manipulation Therapy Coverage is limited to 20 visits per benefit period.	\$20 copay per visit medical deductible does not apply	Not covered	
Acupuncture Coverage is limited to 20 visits per benefit period.	Not covered	Not covered	
Other Services in an Office:			
Allergy Testing	No charge	Not covered	
Chemo/Radiation Therapy	\$20 copay per visit medical deductible does not apply ^a	Not covered	
Dialysis/Hemodialysis	No charge	Not covered	
Prescription Drugs - Dispensed in the office For the drug itself through infusion/injection.	No charge	Not covered	
Diagnostic Services Lab:			
Office	No charge	Not covered	
Freestanding Lab/Reference Lab	No charge	Not covered	
Outpatient Hospital	\$50 copay per visit medical deductible does not apply	Not covered	
X-Ray:			
Office	No charge	Not covered	
Freestanding Radiology Center	No charge	Not covered	
Outpatient Hospital	\$125 copay per visit medical deductible does not apply	Not covered	

Covered Medical Benefits	Cost if you use an In- Network Provider	Cost if you use a Non-Network Provider	
Advanced Diagnostic Imaging:			
Office	No charge	Not covered	
Freestanding Radiology Center	No charge	Not covered	
Outpatient Hospital	\$250 copay per visit medical deductible does not apply	Not covered	
Emergency and Urgent Care	j		
Urgent Care In-Network Urgent Care benefit limited to preferred New Hampshire locations.	\$75 copay per visit	Covered as In-Network	
Urgent Care Doctor and Other Services	No charge	Covered as In-Network	
Emergency Room Facility Services Copay waived if admitted.	\$150 copay per visit	Covered as In-Network	
Emergency Room Doctor and Other Services	No charge	Covered as In-Network	
Ambulance	No charge	Covered as In-Network	
Outpatient Mental/Behavioral Health and Substance Abuse			
Doctor Office Visit	\$20 copay per visit medical deductible does not apply	Not covered	
Facility Visit:			
Facility Fees	No charge	Not covered	
Doctor Services	No charge	Not covered	

Covered Medical Benefits	Cost if you use an In- Network Provider	Cost if you use a Non-Network Provider
Outpatient Surgery		
Facility Fees:		
Hospital	\$250 copay per visit	Not covered
Freestanding Surgical Center	No charge	Not covered
Doctor and Other Services:		
Hospital	No charge	Not covered
Freestanding Surgical Center	No charge	Not covered
Hospital (Including Maternity, Mental / Behavioral Health, Substance		
Abuse): Facility Fees	0% coinsurance after	Not covered
Coverage for Inpatient Rehabilitation is limited to 60 days and Skilled Nursing services are limited to 100 days per benefit period. Applies to In-Network	medical deductible is met	
Doctor and other services	No charge	Not covered
Recovery & Rehabilitation		
Home Health Care Limit is combined with Private Duty Nursing and it is 100 days per benefit penod.	No charge	Not covered
Rehabilitation services:		
Office	No charge	Not covered
Coverage for physical therapy, occupational therapy and speech therapy is limited to a combined maximum of 60 visits per member per plan year. Applies to In-Network. Limit is combined across professional visits and outpatient facilities.	,	
Outpatient Hospital Coverage for physical therapy, occupational therapy and speech therapy is limited to a combined maximum of 60 visits per member per plan year. Applies to In-Network. Limit is combined across professional visits and outpatient facilities.	No charge	Not covered

Covered Medical Benefits	Cost if you use an In- Network Provider	Cost if you use a Non-Network Provider
Cardiac rehabilitation		
Office Coverage is unlimited per benefit period.	\$20 copay per visit medical deductible does not apply	Not covered
Outpatient Hospital Coverage is unlimited per benefit penod.	\$20 copay per visit medical deductible does not apply	Not covered
Skilled Nursing Care (facility) Coverage for Inpatient Rehabilitation is limited to 60 days and Skilled Nursing services are limited to 100 days per benefit period. Applies to In-Network.	0% coinsurance after medical deductible is met	Not covered
Hospice	No charge	Not covered
Durable Medical Equipment Unlimited	No charge	Not covered
Prosthetic Devices DME External Prosthetics are subject to a \$200 deductible separate from the medical deductible.	No charge	Not covered
Fitness Club Reimbursement	Up to \$100 per six months and \$200 per plar year per contract.	
Vision Hardware Per member every 2 years.	\$100 maximum reimbursement for frames and lenses.	

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use an Out-of-Network Provider
Pharmacy Deductible	Not applicable	Not covered
Pharmacy Out of Pocket	Combined with In-Network medical	Not covered
Prescription Drug Goverage National Drug List This product has NO 90-day Retail Pharmacy No No coverage for non-formulary drugs. Tier 1 - Typically Generic 30 day supply (retail pharmacy). 90 day supply (home delivery).	\$10 copay per prescription, deductible does not apply (retail) and \$20 copay per prescription, deductible does not apply (home delivery)	t available at most retail pharmacies. Not covered (retail and home delivery)
Tier 2 – Typically Preferred Brand 30 day supply (retail pharmacy). 90 day supply (home delivery).	\$30 copay per prescription, deductible does not apply (retail) and \$60 copay per prescription, deductible does not apply (home delivery)	Not covered (retail and home delivery)
Tier 3 - Typically Non-Preferred Brand 30 day supply (retail pharmacy). 90 day supply (home delivery).	\$50 copay per prescription, deductible does not apply (retail) and \$100 copay per prescription, deductible does not apply (home delivery)	Not covered (retail and home delivery)

Notes:

- Your medical and prescription copays, coinsurance and deductible count toward your out of pocket amount.
- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services".
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.
- Your cost share may be reduced when services are provided in a PCP's office.

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.

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Shield Association

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NH/LG/Anthem Access Blue NE HMO SOS 250/0%/6350 Rx 3 Tier/5J7K/07-01-2021

Your summary of benefits



Matthew Thornton Health Plan, Inc./Anthem® Blue Cross and Blue Shield

Your Plan: Anthem BlueChoice Open Access Advantage HSA Alt Net 2000/0%/2000

Your Network: Blue Choice POS

Covered Medical Benefits	Cost if you use an In- Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	\$2,000 person /\$4,000 family	
Out-of-Pocket Limit	\$2,000 person / \$4,000 family	\$4,000 person / \$8,000 family
The family deductible and out-of-pocket maximum are non-embe shared family deductible and one shared family out-of-pocket maximum only apply to individuals enrolled under single coverage	ximum. The individual deductible and indi	y members apply to one vidual out-of-pocket
Preventive Care / Screening / Immunization	No charge	30% coinsurance after deductible is met
Doctor Home and Office Services		
Primary Care Visit	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Specialist Care Visit	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Prenatal and Post-natal Care	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Other Practitioner Visits:	1	
Retail Health Clinic	0% coinsurance after deductible is met	30% coinsurance after deductible is met
On-line Visit Includes Mental Health and Substance Abuse (www.livehealthonline.com)	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Manipulation Therapy Coverage is limited to 20 visits per benefit period.	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Acupuncture Coverage is limited to 20 visits per benefit period.	Not covered	Not covered

Covered Medical Benefits	Cost if you use an In- Network Provider	Cost if you use a Non-Network Provider	
Other Services in an Office:			
Allergy Testing	0% coinsurance after deductible is met	30% coinsurance after deductible is met	
Chemo/Radiation Therapy	0% coinsurance after deductible is met	30% coinsurance after deductible is met	
Dialysis/Hemodialysis	0% coinsurance after deductible is met	30% coinsurance after deductible is met	
Prescription Drugs - Dispensed in the office	0% coinsurance after deductible is met	30% coinsurance after deductible is met	
Diagnostic Services Lab:			
Office	0% coinsurance after deductible is met	30% coinsurance after deductible is met	
Freestanding Lab/Reference Lab	0% coinsurance after deductible is met	30% coinsurance after deductible is met	
Outpatient Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met	
X-Ray:			
Office	0% coinsurance after deductible is met	30% coinsurance after deductible is met	
Freestanding Radiology Center	0% coinsurance after deductible is met	30% coinsurance after deductible is met	
Outpatient Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met	
Advanced Diagnostic Imaging:	S. 4 Vices 14, 1993 Seemily Allertin Section Section	CONTRACTOR OF THE STATE OF THE	
Office	0% coinsurance after deductible is met	30% coinsurance after deductible is met	
Freestanding Radiology Center	0% coinsurance after deductible is met	30% coinsurance after deductible is met	

Covered Medical Benefits	Cost if you use an In- Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Emergency and Urgent Care	i	
Urgent Care	0% coinsurance after deductible is met	Covered as In-Network
Urgent Care Doctor and Other Services	0% coinsurance after deductible is met	Covered as In-Network
Emergency Room Facility Services	0% coinsurance after deductible is met	Covered as In-Network
Emergency Room Doctor and Other Services	0% coinsurance after deductible is met	Covered as In-Network
Ambulance	0% coinsurance after deductible is met	Covered as In-Network
Outpatient Mental/Behavioral Health and Substance Abuse	i	
Doctor Office Visit	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Facility Visit:		
Facility Fees	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Doctor Services	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Surgery		
Facility Fees:		
Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Freestanding Surgical Center	0% coinsurance after deductible is met	30% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In- Network Provider	Cost if you use a Non-Network Provider
Doctor and Other Services:		
Hospital	0% coinsurance after deductible is met	30% coinsurance afte deductible is met
Freestanding Surgical Center	0% coinsurance after deductible is met	30% coinsurance afte deductible is met
Hospital (Including Maternity, Mental / Behavioral Health, Substance Abuse):		
Facility fees (for example, room & board) Coverage for Inpatient Rehabilitation is limited to 60 days and Skilled Nursing services are limited to 100 days per benefit period. Applies to In- Network.	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Doctor and other services	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Recovery & Rehabilitation		
Home Health Care Limit is combined with Private Duty Nursing and it is 100 days per benefit period.	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Rehabilitation services:		Commence constitution is a returnable from the constitution of the
Office Coverage for rehabilitative and habilitative physical therapy, occupational therapy and speech therapy is limited to 60 visits combined per benefit period.	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital Coverage for rehabilitative and habilitative physical therapy, occupational therapy and speech therapy is limited to 60 visits combined per benefit period.	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Cardiao rehabilitation		
Office Coverage is unlimited per benefit period.	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital Coverage is unlimited per benefit period.	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Skilled Nursing Care (facility) Coverage for Inpatient Rehabilitation is limited to 60 days and Skilled fursing services are limited to 100 days per benefit period. Applies to In-	0% coinsurance after deductible is met	30% coinsurance after deductible is met

Cost if you use a Non-Network

Covered Medical Benefits		Cost if you use an In- Network Provider		Cost if you use a Non-Network Provider	
Hospice		0% coinsurance after deductible is met 0% coinsurance after deductible is met		30% coinsurance after deductible is met 30% coinsurance after deductible is met	
Durable Medical Equipment Unlimited					
Prosthetic Devices	an akan kan manan sa kan juga ya perdalah kan jerah da na Mahara Manan kan kan sa manan kan sa manan kan sa ma	0% coinst deductible	urance after e is met	30% coinsurance after deductible is met	
Fitness Club Reimbursement			Up to \$100 per six months and \$200 per plan year per contract.		
Vision Hardware (Per member every 2 years)		\$100 maximum reimbursement for frames and lenses.			
Covered Prescription Drug Benefits	Cost if you use an In-Network Provider		Cost if you Out-of-Netw	use an ork Provider	
Pharmacy Deductible	Combined with In-Network medical deductible		Combined with Non-Network medic deductible		
Pharmacy Out of Pocket	Combined with In-Network medical		Combined w	ith Non-Network medica	
Prescription Drug Coverage National Drug List This product has NO 90-day Retail Pharmacy No No coverage for non-formulary drugs.	 efwork available. A 90-day s	upply is not	available at mo	ost pharmacies.	
Tier 1 - Typically Generic 30 day supply (retail pharmacy), 90 day supply (home delivery).	0% coinsurance after deductible is met (retail and home delivery)			ance after deductible is nd Not covered (home	
Tier 2 – Typically Preferred Brand 30 day supply (retail pharmacy). 90 day supply (home delivery).	0% coinsurance after deductible is met (retail and home delivery)			ance after deductible is nd Not covered (home	
Tier 3 - Typically Non-Preferred Brand 30 day supply (retail pharmacy). 90 day supply	0% coinsurance after deductible is mel (retail and home delivery)			ance after deductible is nd Not covered (home	

(home delivery).

Your medical and prescription copays, coinsurance and deductible count toward your out of pocket amount.

delivery)

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APPENDIX D

Outline of Coverage
City of Manchester
Group Number: 3203

Outline of Coverage
Deita Dental PPO plus Premier Network

△ DELTA DENTAL

Northeast Delta Dental

Read Your Dental Plan Description Carefully—This Outline of Coverage provides a very briol description of the important features of your dental benefits plan. This is not the insurance contract, and only the actual pokey provisions will control. The Dental Plan Description itself sets forth in detail the rights and obligations of both you and your insurance company. It is therefore important that you READ YOUR Dental Plan Description that Not all time initiations and excitations are shown herein. Benefit percentages shown are based on the actual charges submitted up to the Maximum Allowable Charge for participating dentists, or Delta Dental's allowance for non-participating dentists.

Diagnostic / Preventive (Coverage A)	Basic Restorativo (Coverago B)	Major Restorative (Coverage C)
DIAGNOSTIC: Evaluations twice in a 12-month period X-rays (complete series or panoramic film) once in a 3-year period Bitewing x-rays once in a 12-month period X-rays of individual teeth as necessary Oral cancer screening in a 12-month period PREVENTIVE: From cleanings in a 12-month period Flouride once in a 12-month period to age 19 Space maintainers to age 16 Sealant application to permanent molars, once in a 3-rear period per tooth, for children to age 19	RESTORATIVE Amalgam (shiver) fillings: Composite (white) fillings (on anterior teeth only) ORAL SURGERY: Surgical and routine extractions ENDODONTICS: ROOT canel therapy PERIODONTICS: Periodontal me interacte (cleaning) Note Cleanings are limited to two in a 12 month period; these may be routine (Coverage A) or periodontal (Coverage B), or a combination of each. Treatment of gum disease Clinical crown longthering once per tooth per lifetime DENTURE REPAIR: Repair of a removable denture (o RS or-ginal condition EMERGENCY PALLIATIVE TREATMENT	PROSTHODONTICS: Removable and fixed partial dentures (bridge); completed dentures. Rebase and rekne (dentures) Crowns Onlays Implants
Delta Dental Pays: 100%	Delta Dental Pays: 60%	Delta Dental Pays: 50%

EN 07/1/2020

Appendix E-1
Nurses' Salary Schedule 2023-2024 School Year

Level	ASN	BSN	NCSN
A	\$ 43,463	\$ 46,418	\$ 48,104
В	\$ 44,764	\$ 47,815	\$ 49,485
C	\$ 46,065	\$ 49,292	\$ 50,914
D	\$ 47,397	\$ 50,737	\$ 52,423
E	\$ 48,843	\$ 52,231	\$ 54,013
F	\$ 51,749	\$ 55,394	\$ 57,289
G	\$ 53,323	\$ 56,984	\$ 58,991
H	\$ 54,848	\$ 58,702	\$ 60,693
I	\$ 56,534	\$ 60,404	\$ 62,491
J	\$ 58,172	\$ 62,170	\$ 64,354
K (L)	\$ 62,455	\$ 66,726	\$ 68,942
L (L)	\$ 64,237	\$ 68,669	\$ 71,029
M (L)	\$ 66,148	\$ 70,644	\$ 73,117
N(L)	\$ 68,075	\$ 72,764	\$ 75,236
O (L)	\$ 70,114	\$ 74,867	\$ 77,404
P (L)	\$ 72,137	\$ 77,083	\$ 79,668
Q(L)	\$ 74,241	\$ 79,379	\$ 82,077
R(L)	\$ 76,468	\$ 81,761	\$ 84,539

Appendix E-2
Nurses' Salary Schedule 2024-2025 School Year

Level	ASN		BSN	NCSN
A	\$	45,202	\$ 48,275	\$ 50,028
[: }	\$	46,555	\$ 49,728	\$ 51,464
(Ĉ,	\$	47,908	\$ 51,264	\$ 52,951
<u>(0)</u>	\$	49,293	\$ 52,766	\$ 54,520
13	\$	50,797	\$ 54,320	\$ 56,174
15	\$	53,819	\$ 57,610	\$ 59,581
· (G	\$_	55,456	\$ 59,263	\$ 61,351
isi e	\$	57,042	\$ 61,050	\$ 63,121
į	\$	58,795	\$ 62,820	\$ 64,991
لَّهُ أَنَّ	\$	60,499	\$ 64,657	\$ 66,928
11 K ((it))	\$	64,953	\$ 69,395	\$ 71,700
· [L] ([[L])	\$	66,806	\$ 71,416	\$ 73,870
. Μ((L))	\$	68,794	\$ 73,470	\$_76,042
, VI (I[T]) ,	\$	70,798	\$ 75,675	\$ 78,245
(0) (ft))	\$	72,919	\$ 77,862	\$ 80,500
12 ((T))	\$	75,022	\$ 80,166	\$ 82,855
(0) ((L _i)	\$	77,211	\$ 82,554	\$ 85,360
13 (TL)	\$	79,527	\$ 85,031	\$ 87,921