UNIT D

FOOD SERVICE WORKERS

AGREEMENT

BETWEEN THE

NASHUA BOARD OF EDUCATION

AND THE

NASHUA TEACHERS' UNION

Local 1044, AFT, AFL-CIO

9-1-2011

Through

8-31-2013

NASHUA BOARD OF EDUCATION

Robert Hallowell, President
Richard Dowd
Steven Haas
Dr. David Murotake
William Mosher
Thomas Vaughan
Sandra Ziehm
Dennis Ryder

NEGOTIATING COMMITTEE /RESOURCE PEOPLE

Dana O'Gara, Director of Human Resources
Jeanette Kimbell, Director of Food Services
Sandra Ziehm, Board of Education

NASHUA TEACHERS' UNION

Robert Sherman	President
Jacqueline Gray	Vice President
Paul Pollard	Treasurer
Judith Loftus	Secretary
Linda Guidi	At-Large

NEGOTIATING TEAM

Robert Sherman, NTU President
Terri D. Donovan, Esq., AFT-NH, AFT, AFL-CIO

Marianne Fabian
Karen Gagnon
Marie Hardiman

TABLE OF CONTENTS

RECOGNITION 6

DEFINITIONS 7

GRIEVANCE PROCEDURE 8

SALARY AND RATES OF PAY 10
- Basic Wage Schedule 10
- Overtime 11
- Call Back Pay 11
- Placement on the Salary Schedule 11
- Mileage Allowance 11
- Method and Time of Salary Payment 11
- Education Benefits 11
- Longevity 12
- Supplemental Injury Benefits 12
- Severance Pay 13
- Holiday Pay 13

SUPPLEMENTAL BENEFITS 13
- Workers' Compensation and Pension 13
- Tax Sheltered Annuity 13
- Health Insurance 13
- Life Insurance 15
- Continuation of Insurance 15
- Dental Coverage 15

LEAVES OF ABSENCE 15
- Sick Leave 15
- Personal Leave 16
- Bereavement 17
- Court Appearances 18
- Released Time 18
- Military Service 18
- Organized Reserve Forces 18
- Extended Leave 18

WORKING CONDITIONS 19
- Notification of Assignment 19
- Evaluation 19
- Personnel Files 19
- Seniority 20
- Reduction in Staff 20
- Discrimination 20
- Tuberculin Testing 20
- Joint Council 20
- Training 21

TERMS AND CONDITIONS OF EMPLOYMENT 21
Workday and Workyear 21
Duties and Job Descriptions 21
Temporary Upgrading 21
Temporary Transfer 21
Training/In-Service Opportunities 21

RESIGNATIONS, VACANCIES, TRANSFERS AND PROMOTIONS 22
Notice of Resignation 22
Lateral Transfers 22
Posting of Vacancies and New Positions 22
Interviews for Promotion 22
Probation and Transfer Rights 22

UNION REPRESENTATIVES 23
Official List of Nashua Teachers' Union Representatives 23

UNION PRIVILEGES AND RESPONSIBILITIES 23
Fair Practices 23
Recognition of Local Organization Representative 23
Distribution of Materials - Mail Boxes 23
School Meetings 23
No Local Organization Activity on School Time 24
Protection of Individual and Group Rights 24
Information 24
Union Notices 24
Leave for Legislative Hearings 24
Conference Attendance 24
Union Business 24

RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS 25

CONFORMITY TO LAW AND SAVING CLAUSE 25

MISCELLANEOUS PROVISIONS 25
Adherence to Rules, Regulations, Policies and Provisions 25
Expenses of Printing and Distributing Agreement 25
Meetings 26
Management Rights 26
Disciplinary Procedures 26
Uniforms 26
Amendment of Agreement 27
Agreement 27

DURATION OF AGREEMENT 27

Appendix A-SALARY SCHEDULE 28

Appendix B-1 and B-2 PAYROLL DEDUCTION AUTHORIZATION 29

Appendix C ANNUAL REQUEST FORM 30

Appendix D CLASSIFICATIONS 31

AGREEMENT

Unit D AGREEMENT made between the NASHUA BOARD OF EDUCATION (hereinafter called the "BOARD") and the NASHUA TEACHERS' UNION LOCAL 1044, AMERICAN FEDERATION OF TEACHERS, AFL-CIO, UNIT D, (hereinafter called the 'UNION').

DATED: 6/30/2011

ARTICLE I
RECOGNITION

1:1 The BOARD recognizes the Nashua Teachers' Union as the exclusive representative for the purpose of collective bargaining concerning wages, hours, and other terms and conditions of employment for "Unit D", which includes: all full time and part time food service workers including lead cooks, cooks, food service assistants, as certified by the New Hampshire Public Employees Labor Relations Board, EXCLUDING Director of Food Services and Site Coordinators.

1:2 All employees shall as a condition of continued employment, join the exclusive bargaining agent organization or pay to the exclusive bargaining agent organization a service fee in an amount determined by the Union. The Board shall deduct the amount of service fee as certified by the Union.

Upon individually written authorization by each employee and approval by the Union President, the District agrees to deduct from each employee so authorized, the current monthly union dues or agency fee, as certified to the District by the Treasurer of the Union, and deliver the same to the Union Treasurer. Said deduction is to be made weekly, however, if any member has no check coming or the check is not large enough to satisfy the assignments, then and in that event no collection will be made from said member for that week. Deductions will commence no later than the fourth pay period following the date the authorization is filed with the District.

The form of the authorization is shown as Appendix B to this agreement.

The UNION shall select a single payroll dues deduction and agency fee arrangement for each contract year to cover all Union members, and shall inform the District payroll office of arrangements at least three calendar weeks prior to the implementation date. Said Agency fee or dues deduction shall begin on the 1st day of employment.

The right to dues deduction and agency fee shall be extended to the recognized bargaining agent only.

The Union will hold the District harmless from any disputes between the Union and its members relative to the deduction of dues and agency fees. The District shall have no obligation to collect dues and agency fees beyond the weekly deduction. Furthermore, the Union will hold harmless and indemnify the School District and intervene in and defend any court litigation concerning the propriety of a termination for failure to pay the representation fee. In such litigation, the District shall have no obligation to defend the termination.

1:3 All members of the Bargaining Unit will be provided all the wages and benefits provided under this Agreement, and shall retain all rights guaranteed to them under the provisions of N.H. RSA 273-A.

ARTICLE II
DEFINITIONS

2:1 The term "School", as used in this Agreement, means any work location or functional division maintained by the BOARD where instruction is offered to the children of Nashua. The term "Work Place" means a school cafeteria.

2:2 The term "Principal", as used in this Agreement, means the responsible administrative head of a respective school. The term "Director" means the Director of Food Services.

2:3 The term "Teachers' Union Representative", as used in this Agreement, shall mean any duly authorized designee of the Federation.

2:4 Whenever the singular is used in this Agreement, it is to include the plural where the context clearly so indicates.

2:5 The term "Employee", as used in this Agreement, means any member of the bargaining unit

2:6 The "probationary period" for new hires shall be 90 full calendar days physically present on the job as an employee as defined herein. The probationary period for employees who have completed their initial 90 calendar day probationary period and who are transferred or promoted to another position, shall be 30 full calendar days physically present on the job as an employee as defined herein. Employees who are transferred or promoted during their initial 90 calendar day probationary period, must complete that initial probationary period prior to beginning the 30 calendar day probationary period of the new position.

2:7 The term "active employment", as used in this Agreement, shall mean actual time physically present on the job together with any authorized paid leave granted pursuant to this Agreement including absences for which the employee is receiving workers' compensation benefits.

2:8 The term "service", as used in this Agreement, shall mean accrued time in active employment as defined in 2:7 as an employee of the District. In the event of authorized unpaid leave, suspension or layoff, the employee shall retain such service as was accrued on the date of the authorized unpaid leave, suspension or layoff upon return to active employment, but shall commence further accrual only upon such return and shall not accrue service during such leave, suspension or layoff period. In the event of retirement, resignation or discharge, the employee shall lose all service.

2:9 The term "seniority", as used in this Agreement, shall mean accrued time in service as defined in Article 2:8 in the Bargaining Unit.

2:10 The term "classification seniority", as used in this Agreement, shall mean seniority as defined in Article 2:9 in a classification as set forth in Appendix D.

2:11 Tier I employees are employees in the position of lead cook or cook.

2:12 Tier II employees are employees who work a regular schedule of 990 hours or more per year.

2:13 Tier III employees are employees who work a regular schedule of less than 990 hours per year or less.

2:14 The term "fiscal year", as used in this Agreement, begins July 1st and ends June 30th.

ARTICLE III
GRIEVANCE PROCEDURE

Grievance and Arbitration Procedures

3:1 The purpose of this Article is to establish a procedure for the settlement of grievances which involve an alleged violation of a term or provision of the existing contract. All such grievances will be handled as provided in this Article. Probationary employees are not entitled to grievance procedures.

3:2 No grievance shall be considered under the grievance procedure unless it is presented as provided below. A grievance must be referred to the next step as provided below or the grievance will be considered settled on the basis of the last answer given. If a grievance is once settled in any of the following steps, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration. Work days, work weeks and work years shall mean the work day/work week/work year of the grievant.

3:2-1 All grievances over which the Director has no jurisdiction shall be submitted directly to the Business Administrator within thirty (30) work days after the aggrieved party knows or should have known of the act or condition on which the grievance is based. Submission at any level within that thirty day period shall establish the timeliness of the grievance.

3:3 **Step 1**

Any employee who has a grievance shall, with or without the employee's union representative, discuss it first with the Director in an attempt to resolve the matter at that level.

Step 2

If the grievance is not settled within ten (10) work days after presentation at Step 1, the grievant shall, within ten (10) work days thereafter, set forth the grievance in writing to the Director specifying:

a. The specific nature of the grievance and the date it occurred;

b. The provision(s) of this Agreement which is alleged to have been violated;

c. The nature and extent of the injury, loss or inconvenience;

d. The results of previous discussions;

e. The basis for dissatisfaction with the decisions previously rendered;

f. The remedy which is desired.

The grievance shall be signed by the aggrieved employee and Union representative before being presented to the Supervisor in Step 2.

3:4 If the grievance is not received in writing by the Director in Step 2 within thirty (30) work days after the aggrieved party knows or should have known of the act or condition on which the grievance is based, the grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to the provision of this Article. The Director shall act upon the grievance within five (5) work days after receipt at Step 2 and shall communicate the decision in writing to the UNION.

3:5 **Step 3**

If the issue is not resolved after Step 2, the grievance shall, within five (5) work days after receipt of the Director's decision be submitted to the Business Administrator. The Business Administrator shall act upon the grievance within a period not to exceed ten (10) work days and shall communicate the decision in writing to the UNION.

3:6 **Step 4**

If the issue is not resolved after Step 3, the grievance shall, within five (5) work days after receipt of the decision, be submitted to the Superintendent. The Superintendent shall act upon the grievance within a period not to exceed ten (10) work days and shall communicate the decision in writing to the UNION.

3:7 **Step 5**

The UNION, no later than ten (10) work days after receipt of the Superintendent's decision, may appeal the decision to the School Board. The appeal to the BOARD must be made in writing reciting the matter submitted to the Superintendent and the basis for dissatisfaction with the decision rendered by the Superintendent. The BOARD shall act upon the appeal within a period not to exceed fifteen (15) work days. The BOARD shall communicate its decision in writing to the UNION.

3:8 Failure at any step of this procedure by the Administration to communicate a decision on a grievance within the specified time limits shall permit an appeal of the grievance to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3:9 It is understood that employees shall continue to observe all assignments, directives and applicable rules and regulations of the BOARD during the course of the resolution of a grievance until such grievance and any effect thereof shall have been fully determined.

3:10 Aggrieved persons may be represented at all stages of the grievance procedure by themselves and by a representative selected or approved by the Nashua Teachers' Union.

3:11 When a grievant in Step 1 is not represented by the Nashua Teacher's Union in the processing of a grievance, the Nashua Teachers' Union shall, at the time of submission of the grievance at Step 2, have the right to be present and to present its position at all meetings with the grievant held concerning the grievance and shall receive a copy of decisions rendered.

3:12 If a grievance involving the interpretation or application of a specific provision of this Agreement has not been settled after being fully processed through the grievance procedure above, then the UNION may submit such grievance to arbitration by giving written notice thereof to the BOARD not later than two (2) work weeks after the completion of Step 5. The grievance shall be considered as having been settled in Step 5 unless it is so submitted to arbitration within such time limit.

3:13 The choice of the Arbitrator shall be by agreement of the parties. However, if such agreement has not been reached within one (1) work week after the receipt of such written notice submitting the grievance to arbitration, the grievance may be referred by the UNION to the American Arbitration Association for the selection of an arbitrator in accordance with the rules of said Association applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement.

3:14 Each grievance shall be separately processed in any arbitration proceeding under this Article.

3:15 There shall be no right to arbitration to obtain, and no arbitrator shall have any power to award or determine, any change in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement.

3:16 The arbitrator selected will confer with representatives of the BOARD and the UNION. The arbitrator will set forth findings in writing, and submit them to the BOARD and the UNION.

3:17 The decision of the arbitrator, if made in accordance with the arbitrator's jurisdiction and authority under this Agreement, will be accepted as final and binding by both parties.

3:18 The BOARD agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the UNION agrees that it will not bring or continue, or represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

3:19 The arbitrator's fee will be shared equally by both parties to the dispute.

3:20 **School Board Grievances**

The School Board and its representatives (including the Superintendent, but excluding any other administrator) shall be entitled to file grievances against the UNION and its representatives involving the interpretation or application of a specific provision of this Agreement. Said grievance shall be submitted in writing to the UNION.

3:21 If said grievances cannot be resolved between the BOARD and the UNION, the BOARD shall be entitled to submit them to arbitration. It shall give the UNION written notice thereof not later than two school weeks following the date when it has been determined that the grievance cannot be settled or resolved. If said notice is not given within the required time, the grievance will be considered as waived.

3:22 If the grievance is not received by the UNION within thirty (30) school days after the BOARD knows or should have known of the act or condition on which the grievance is based, the grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to the provisions of this Article.

3:23 **Released Time**

Any employee who has filed a grievance in accordance with the provisions of this contract will be granted released time, as needed, without loss of pay or loss of personal days for attendance at required grievance and/or arbitration hearings. The same privilege shall be granted to one Union representative who attends said hearings with the employee.

3:24 **Summer Timeliness**

In the event the processing of a grievance under Article III extends beyond the completion of the applicable pupil school year or work year, all time periods referred to in the above then remaining shall be doubled and the reference shall be to business days or business weeks during that period between the end of the applicable pupil school year or work year and the beginning of the applicable pupil school year or work year next following.

ARTICLE IV
SALARY AND RATES OF PAY

4:1 Basic Wage Schedule

Effective September 1, 2011 employees shall be paid in accordance with Appendix A-1 and credited with years of experience and advanced a step if eligible. Eligible employees will advance a step when they have completed their fifth (5th) and ninth (9th) year of credited experience.

Effective September 1, 2012 employees shall be paid in accordance with Appendix A-2 and credited with years of experience and advanced a step if eligible. Eligible employees will advance a step when they have completed

their fifth (5th) and ninth (9th) year of credited experience Employees who achieve Level I certification as defined by the School Nutrition Association in their Certification Program shall receive an additional fifty-cents ($.50) per hour added to their base pay upon the date that certification is achieved.

4:2 **Overtime**

All time worked in excess of seven (7) hours in any workday or after 3pm, Monday through Friday, or on weekends, shall be paid at the rate of time and one-half.

4:2-1 **Call Back Pay**

Employees who are called back to work unexpectedly after normal working hours by the Director, Site Coordinator or Chief Operating Officer, shall be compensated at time and one-half rate for time spent with a minimum of two hours. Called back employees shall be paid mileage at the IRS rate, except in the case of a snow day.

4:3 **Placement on the Salary Schedule**

A. Employees shall be notified in writing during the first full month of school of their hourly rate, number of sick and personal days and years of seniority for the current school year.

B. The commencement date for any grievance proceedings arising out of wages shall be the date of notification.

C. New hires and promoted employees will be credited for applicable experience in an amount determined by the Chief Operating Officer not to exceed 5 years experience.

Step placement for employees promoted to a higher category shall be based on the date of hire into a position listed in Appendix D.

D. Step placement will be determined on September 1 based on the employee's years of service in classification. Placement shall be based on the date of hire into a position listed in Appendix D. Employees hired on or after September 1, 2004 shall be granted up to a full year of service for purposes of step placement provided they have been in the active employment of the District a minimum of 90 school days during the preceding school year. This clause shall not be applied retroactively in the present service as determined, shall be deemed as final.

4:4 **Mileage Allowance**

The District agrees that employees using private automobiles on District business, as authorized by a Supervisor, shall be reimbursed at the prevailing IRS rate.

4:5 **Method and Time of Salary Payment**

The BOARD shall have the right to fix the day of the week paychecks shall be distributed to coincide with the requirements of the city's payroll processing system. Paychecks shall be distributed to personnel in individual envelopes.

4:6 **Education Benefits**

A. For each fiscal year, the District agrees to provide the sum of $3,000 for the purpose of reimbursement of tuition cost for courses or workshops which, in the opinion of the Chief Operating Officer, are both job-related and of benefit to the District according to the following schedule. Availability will be made on a first-come, first-

served basis to those who are in active employment, have completed their probationary period, and who make application for the benefits and who have received the prior approval of the Chief Operating Officer. Payment will be made on the furnishing of written evidence of satisfactory completion of the course or workshop. All employees shall be entitled to this benefit at the rate of 100% reimbursement to a maximum of $400.00 per employee.

B. The District agrees to pay the costs of up to 15 hours training per year per employee outside of normal working hours, for workshops that contribute to certification credits. Employees may participate in this training on a voluntary, unpaid basis. The cost for this training shall not be absorbed by the $3,000 tuition reimbursement fund.

C. The District agrees to pay one hundred percent of the tuition for courses or workshops which the employee is required, in writing, to take by the Chief Operating Officer or designee. Travel and interim living expenses for such required courses or workshops will be reimbursed in accordance with existing Board policy levels.

D. All Tier 1 employees hired after September 1, 2007 must achieve Level I certification with the School Nutrition Association within the first twenty-four (24) months of employment after the completion of the probationary period. The District shall pay for the cost of this training and the tuition reimbursement fund shall not be utilized for these purposes.

4:7 **Longevity**

Longevity will be paid in January to all Tier I employees in the employ of the District on or before September 1st of each year based on the following:

After ten (10) years of service	$500
After fifteen (15) years of service	$600
After twenty (20) years of service	$750
After twenty-five (20) years of service	$1000

Tier II and Tier III employees will be eligible for fifty percent (50%) of the above listed longevity payment amounts when they reach the applicable years of service criteria.

There will be no pro-rata payments to employees who are not in the employ of the District on September 1st. Years of service with the District will be computed on September 1st. An employee who has worked at least ninety (90) days in a school year shall be credited with a year of service for purposes of longevity.

4:8 **Supplemental Injury Benefits**

A. Employees absent from work as the result of a work related injury or illness occurring during employment with the District, and who receive Workers' Compensation benefits, shall be paid by the BOARD, the difference between the employee's average daily wage and the amount of daily workers' compensation benefits the employee receives for each day the employee is scheduled to work.

B. It is intended that no employee shall receive for each day of absence more than the amount of the employee's regular daily pay. Any excess amounts received shall be forthwith returned to the BOARD.

C. Absences under this provision shall be charged to the employee's accumulated sick leave on the basis of 40% forty percent of sick leave deducted for each day of absence.

D. This supplemental benefit shall cease upon the exhaustion of the employee's sick leave entitlements.

E. The provisions of this section shall not prevent an employee from electing to waive the supplemental benefit from the District in which instance no sick days shall be deducted from the employee's accumulated sick leave.

F. An employee absent from work due to a work-related injury or illness, as determined by workers' compensation, may be terminated by the District at the time the employee is deemed, under Workers' Compensation, to be fully able to perform the employee's former job responsibilities and fails to return, or after one year subject to a physician's statement as provided in this section 4:8F, whichever is sooner. The employee must provide a written statement from a licensed physician stating that the employee may reasonably be expected to be able to return to work fully able to perform the employee's former job responsibilities within that one year period. If the employee cannot provide said statement, the employee may be terminated after a six month period. Upon medical certification that the employee is fully able to perform the employee's former job responsibilities, an employee terminated under this section 4:8F because of an absence of six months or one year, as applicable, may be considered for rehire for the next available similar position as that held by the employee at the time of termination provided the employee is qualified for the position.

4:9 **Severance Pay**

Upon the resignation, retirement or death of a Tier I employee in the employ of the Nashua School District who has at least ten (10) years service in the District, the Board shall pay to that employee, or the employee's estate, in the case of death, the sum of $20 for each day of the employee's accumulated sick leave then remaining. Effective September 1, 2008, the amount shall be increased to $40 for each day of the employee's accumulated sick leave then remaining.

4:10 **Holiday Pay**

All employees who have completed their probationary period shall receive pay for Veteran's Day, New Year's Day, Martin Luther King Day, Thanksgiving Day, Christmas Day, Presidents Day and Memorial Day at their regular straight time rate of pay. Employees must work the day before and the day after the holiday, unless they are confirmed sick through a doctor's note or can satisfactorily demonstrate extenuating circumstances to the Director of Food Services.

ARTICLE V
SUPPLEMENTAL BENEFITS

5:1 **Workers' Compensation and Pension**

Employees shall be covered by the provisions of the New Hampshire Workers' Compensation Act and the New Hampshire Retirement System in accordance with state statute as amended from time to time.

5:2 **Tax Sheltered Annuity**

The Board of Education agrees to allow employees to take advantage of the Federal Law concerning tax-sheltered annuities.

5:3 **Health Insurance**

Subject to the provisions of this article, the City shall provide, upon the request of an employee regularly scheduled to work at least 35 hours per week the amount of premiums specified below for an individual, two person, or family plan for one of the following, or at least two comparable plans for each option (a) and (cb):

a) Point of Service plan

b) HMO plan

c) The city may make additional plans available to members with benefit levels and premium cost sharing determined by the city in its sole discretion.

The option of the health care plan is at the sole discretion of the City. It is agreed by all parties concerned that the city reserves and shall have the right to change insurance carriers provided the benefits to participants are comparable and the city elects the least expensive plan available to provide such benefits.

Should the City determine that it is in the best interests of the City to offer a "comparable" plan to either option "a" or "b", it shall provide at least one hundred twenty (120) days prior written notice to the Union and documentation of the cost to members and the benefits that will be provided under the comparable plan. Should the Union determine that the proposed plan is not comparable, the grievance shall not be subject to the grievance procedure and shall be submitted directly for arbitration no later that thirty (30) days after the Union is notified of the proposed change to the comparable plan. The grievance shall be heard in an expedited manner. The decision of the arbitrator shall be binding on both parties.

Comparable Plan Definition: Prior to the adoption of the plan changes identified below, a comparable plan means no additional out of pocket increases to employees and no reduction in current benefits and at least 95% of the current physicians, including specialists and hospitals. Upon the adoption of the plan changes identified below, a comparable plan means one that offers the same type of benefits, but benefits do not have to be exactly the same. In addition, the plan must provide reasonable access to health services and physicians, including specialists and hospitals.

Effective September 1, 2007, office visit charges shall be $10.00 a visit. Emergency room visits shall be $50.00 effective September 1, 2007. All emergency room visit charges shall be waived if the employee or covered individual is admitted to the hospital immediately after the emergency room visit.

Effective September 1, 2007, prescription drug co-pays are as follows:

Current HMO offered
In-Pharmacy

Brand	Generic
$30	$10

Mail –Order (90 day supply)

Brand	Generic
$10	$10

Current HMO offered
In-Pharmacy

Brand (select)	Brand/Non-Select	Generic
$15	$35	$5

Mail –Order (90 day supply)

Brand (Select)	Brand/Non-Select	Generic
$30	$105	$10

Effective September 1, 2011 for eligible members, the City shall contribute 70% of the premium for option (a Point of Service Plan and 80% of the premium for option (b) HMO plan.

Implementation Terms for Increased Co-pays and Deductibles:

Effective September 1, 2012, all plans offered by the City shall have the following co-pays and deductibles:
(a) Twenty Dollars ($20.00) per medical visit;

(b) One Hundred Dollars ($100.00) per emergency room visit;
(c) Two Hundred Fifty Dollars ($250.00) Per Person, Five Hundred Dollars ($500.00) Per 2 Person/Family Inpatient/Outpatient Facility Deductible; and
(d) Three Tier Pharmacy Benefit of $5/$15/$35 ($5/$30/$70 Mail Order).

Employees will pay those increased co-pays and deductibles before July 1, 2012 if more than half of all city bargaining unit members in the City of Nashua and the Nashua School District have agreed to implement those co-pays and deductibles

In the event a majority of the collective bargaining unit employees in the City and School District covered by agreements entered into on or after July 1, 2011 are subject to lower employee contribution rates than those contained in this agreement, those lower employee contribution rates shall apply to members of this bargaining unit within thirty (30) days of the effective date of those new agreements, but shall not be retroactive to July 1, 2011.

All other employees of this Bargaining Unit will be accorded the group rates of this Bargaining Unit for their own purchase if allowed by the Carrier and if available through the City of Nashua.

For the duration of this Agreement, either party to the Agreement may request that a joint labor/management committee be convened to consider the performance of the aforementioned plans and any changes thereto.

5:4 **Life Insurance**

The BOARD shall provide for Tier I employees full payment of the cost of a term group life insurance policy equal to one times their annual salary. The Board shall provide a $7,500 term group life insurance policy for Tier II and Tier III employees. Employees shall become eligible for the term life insurance benefit on the first of the month following the conclusion of the employee's probationary period.

Eligible employees may purchase, at their own expense, additional optional life insurance, if approved by the insurance carrier, in an amount allowed by the insurance carrier.

5:5 **Continuation of Insurance**

The District will comply with the provisions of federal and state statutes, as amended from time to time, relating to the continuation of an employee's health insurance at the time of separation of employment. Any such continuation shall be at the employee's expense, unless otherwise required under law.

5:6 **Dental Coverage**

The Board agrees to provide dental coverage for Tier I employees only commencing on the first day of the month following the completion of the probationary period. Tier II and Tier III employees may purchase dental coverage at their own expense. The dental insurance coverage for Tier II and Tier III employees will be implemented as soon as practicable after the execution of this contract. Effective September 1, 2008, the dental plan offered to employees shall contain at least the following level of benefits: Coverage A (100% diagnostic and preventive care); Coverage B (80% for restorative care for fillings, extractions, root canal therapy, periodontal treatment, repair of a removable denture, emergency treatment etc.); Coverage C (50% coverage for prosthodontics) for a total benefit not to exceed $1500 per person year with a $0 deductible per year.

ARTICLE VI
LEAVES OF ABSENCE

6:1 **Sick Leave**

A. Each Tier I employee shall be entitled during each fiscal year to annual sick leave of ten (10) days without loss of pay.

Each Tier II employee shall be entitled during each fiscal year to annual sick leave of four (4) days without loss of pay.

Each Tier III employee shall be entitled during each fiscal year to annual sick leave of three (3) days without loss of pay.

Sick leave may be taken without loss of pay after successful completion of the probationary period. Unused sick leave shall accumulate annually to a maximum of one-hundred (100) days which shall not include the sick leave due in a current fiscal year.

The sick day allotment shall be converted from days to hours based on the employee's regularly scheduled work day.

B. No sick leave payments shall be applied retroactively for unpaid leave taken during the probationary period.

C. The District agrees that each employee entitled to annual sick leave shall be notified at least once in each school year of the employee's accumulation to date. Balances provided on the employee's pay stub shall constitute notice.

D. Sick leave shall be allowed only in the case of necessity and actual sickness or disability of the employee, the employee's children, spouse, domestic partner or parent, or for the employee to take physical and dental examinations or other sickness prevention measures that cannot be scheduled outside of their work day. In case of the serious illness or accident of the spouse of the employee, parents or children of the employee, necessitating the employee's absence from work, the supervisor or designee may grant absence from work with sick pay up to the amount of annual and accumulated sick leave to which the employee is entitled.

E. An employee must notify the Director or designee by 6:00am or two (2) hours prior to starting time, whichever is later, in order to draw sick leave pay, unless the employee can provide a compelling reason why such notice can not be given. In order to qualify for paid sick leave of four (4) consecutive days or more, the employee may be required to present a doctor's certificate or other satisfactory evidence to the Supervisor or designee, indicating that the employee was unable to work due to sickness or injury during the period claimed.

F. The District may terminate any employee absent from work due to illness after exhaustion of benefits under this Article., three months of absence, or exhaustion of authorized leave, whichever occurs later.

G. In the event a newly hired employee leaves the employ of the District within ten (10) months of being hired, and has taken sick leave before leaving the District's employ, that employee shall return to the District all pay received for sick leave taken in excess of those days which bear the same ratio to the annual sick leave authorized as the number of full months worked by the employee bears to ten.

H. Sick leave days for employees hired or returning from leave after the beginning of the school year shall be prorated in the ratio the number of remaining employee work days is to the total workdays in the employee's job category.

I. Sick leave may be taken in hourly increments and shall be charged against the employee for only the actual time used by the employee.

6:2 **Personal Leave**

Tier I employees, who have completed their probationary period, shall be entitled to non-accumulative leave of absence, with full pay, for the following reasons up to a maximum of three (3) days in any pupil school year:

a. Marriage of employee's children, parents, or immediate family as defined under Article 6:3;

b. Graduation exercise of the eligible employee, or of the eligible employee's children;

c. Required appearance in court;

d. Observance of a nationally recognized religious holiday of the religion practiced by the employee;

e. Compelling personal business that cannot be accomplished outside of the school day the nature of which shall be related in confidence to the Supervisor.

All leaves referred to in Article 6:2 are subject to the following conditions:

a. Except in emergency situations, at least 48 hours notice shall be given in requesting a personal day through the Director or designee. Lacking such notice, the absence will be considered unauthorized and the employee taking unauthorized leave will not be paid;

b. The Director or designee may, if necessary and for valid reason, withhold approval of requests for personal leave.

One of the personal days to which an employee is entitled shall, if taken, not be deducted from sick leave, and each of the remaining two days to which the employee is entitled shall, if taken, be deducted from sick leave.

No paid or unpaid leave days will be authorized for any days preceding or following a school holiday or vacation period, or contiguous with any other paid or unpaid leave which precedes or follows a school holiday or vacation period for the purpose of extending the holiday or vacation period, or at any time for the purpose of a vacation.

Personal Days shall be converted to hours based upon the employee's regularly scheduled work day. Personal leave shall be permitted to be taken in hourly increments and employees shall be charged only for actual time used by the employee.

6:3 **Bereavement**

A. All employees shall be entitled to up to seven (7) days bereavement leave, with pay, for absence due to each death of their spouse, domestic partner or child(ren) or step-equivalents;

B. All employees shall be entitled to up to three (3) days bereavement leave per occurrence, with pay, in any school year, for absence due to the death of a member of the immediate family of an employee. "Immediate family" shall include: mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren;

C. All employees shall be entitled to up to one (1) day bereavement leave per occurrence, with pay, in any school year, for absence due to the death of a close relative of the employee. "Close relative" shall include: aunt, uncle, niece, nephew, and in-laws not included under B;

D. All employees shall be entitled to one (1) day bereavement leave, with pay, for absence due to the death of a close friend, however, leave granted under articles 6:3D and 6:3E shall not exceed a total of two (2) days in a fiscal year;

E. Under unusual circumstances where distance dictates, all employees may be granted up to two (2) additional days, with pay, in a fiscal year for absence due to deaths covered under articles 6:3A, B, and C, subject to the approval of the Business Administrator;

F. In any fiscal year, an employee shall be eligible for no more than a total of ten paid days for bereavement, as provided under this Article VI;

G. One day shall mean the regularly scheduled workday of the employee;

H. Bereavement leave must be taken contiguous to the death and/or at the time of the funeral/memorial s service unless acting as an executor.

I. Employees who are within their probationary period shall receive this time unpaid.

6:4 **Court Appearances**

An employee who is subpoenaed as a witness in a civil or criminal case, or, who is called for service on a jury, will be granted the difference between the fee received for such service, excluding court reimbursement for mileage, meals and lodging, and the amount of earnings lost by reason of such service. Satisfactory evidence of the fee received exclusive of mileage, meals and lodging reimbursement, must be submitted to the Payroll Office for the differential to be granted. Any employee asked by the District to testify in any judicial proceeding shall be granted released time, without loss of pay or benefits. Time paid under this Article 6:4 shall not be counted as time worked for the purpose of computing overtime.

6:5 **Released Time**

Up to three members of the bargaining unit will be entitled to released time, as needed, without loss of pay or loss of personal days, for the purpose of contract negotiations, mediation and fact-finding.

6:6 **Military Service**

Each employee shall be granted a leave of absence for military service, without pay, for the duration of compulsory service. An employee granted such a leave shall, upon return, receive active service credit and appropriate annual salary, including increases granted during the period of military service.

6:7 **Organized Reserve Forces**

A Food Service employee who is a member of the reserve component of the Armed Forces of the United States shall be granted leave of absence during the time of a person's annual tour of duty as a member of such reserve component; provided however, that such leave shall not exceed fifteen (15) days. Individuals serving under this provision shall receive the difference between their military pay and that which they would have earned had they not been called for service. This provision shall not apply to any employee who has a tour of duty scheduled during the school year and who could postpone said tour of duty until the summer, but who instead chose to serve said tour of duty during the school year.

6:8 **Extended Leave**

Employees who have completed the initial probationary period are eligible to receive a leave of absence for the extended illness of the employee, or the employee's spouse, children, mother, or father for a period of up to twelve (12) weeks or the amount of accrued leave available to the employee, whichever is greater. During the period of such leave, the employee shall be entitled to utilize all of the employee's accrued leave at the employee's discretion. Once the employee's accrued leave is exhausted, the leave shall be unpaid. At the discretion of the Superintendent, an extended leave in excess of twelve (12) weeks or the employee's accrued leave, whichever is greater, and up to twelve (12) months may be granted. Upon exhaustion of the employee's paid sick leave or personal days, the employee is not be eligible to receive any of the benefits contained in this Agreement but may continue to access insurance benefits at the employee's own expense. The employee shall not lose any seniority the employee has earned up to the date of the approved leave. The employee desiring to return from such extended leave shall be assigned to the next available vacancy for which the employee is qualified and be eligible for all benefits upon the employee's return to work.

ARTICLE VII
WORKING CONDITIONS

7:1 **Notification of Assignment**

Prior to June 15th a notice of intent regarding employment for the school year next following shall be provided to employees with Appendix C.

The Administration shall notify employees of their assignments, position, school and hours of work in writing for the coming school year no later than August 1st..

7:2 **Evaluation**

A. All evaluations shall be made openly, and shall be made by the Director and/or Site Coordinator. In all other cases the evaluations will be made by the Supervisor or designee;

B. A copy of any written evaluation report, signed by the employee, shall be placed in the employee's personnel file and a copy given to the employee. The employee's signature shall not necessarily indicate agreement with the content of the report. The employee shall have the right to make a written reply which shall be attached to the evaluation report in the employee's personnel file. All evaluations will be reviewed, in person, with the employee, by the person making the evaluation.

C. Evaluation forms and procedures are to be provided to employees upon hiring and no later than September 1st for current employees.

D. Evaluations are to be completed and provided to employees no later than June 15th of each year.

7:3 **Personnel Files**

A. Each employee shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character and efficiency maintained in the employee's personnel file with reference to evaluation of the employee's performance in the school district;

B. Upon request, the Administration shall provide to each employee copies of the records and reports described above;

C. In the event that the Administration removes from the employee's file materials which it deems to be confidential, a dated notation will be placed in the file stating which materials have been removed;

D. Upon 24 hours notice, each employee shall have the right to review and reproduce material in the employee's personnel file during normal business hours;

E. The employee shall have the right to answer any material filed and the answer shall be attached to the file copy. The answer shall be reviewed by the Business Administrator or designee;

F. Reproductions of such material may be made by hand, or copying machine, if available;

G. Any item contained in an employee's file, to which an employee has not been given access, shall not be utilized in any legal proceeding against the employee;

H. An employee shall be given, upon request, a receipt for all transcripts, medical forms and other material submitted to the Administration.

7:4 **Seniority**

The Administration shall prepare and give to the UNION, on or before November first, a seniority list which indicates the seniority status of all members of the bargaining unit.

7:5 **Reduction in Staff**

A. In the event of a reduction in force or change in Tiers, the needs of the District, and, an employee's performance and experience will be considered. If, in the judgment of the Food Services Director, all other criteria are equal, seniority, within the classification being reduced, will determine the employee(s) to be terminated or to change Tiers;

B. Employees will be eligible for recall to available positions within the same Tier or a lower Tier than the positions from which they were laid off. Recall will be in order of seniority within the classification with the most senior employee recalled first;

Unless otherwise provided under this article 7:5, employees will be retained on the recall list for a period of two years from the date of lay off;

Notice of recall shall be sent by certified mail to the employee's last address which has been placed on file by the employee in the Personnel Office. A copy of said notice shall be sent to the Union;

An employee who is recalled shall, in writing within one calendar week of the receipt of the notice, or, 12 calendar days from the date the notice is mailed, whichever is sooner, give notice of intent to accept the position;

If, an employee who is on the recall list and who is offered a position that changes tiers or reduces the employee's hours from their prior position refuses that position, the employee shall still be entitled to remain on the recall list.

If the employee does not respond within the aforementioned time period, or refuses a position within the same Tier from which he or she was laid off, the employee will be removed from the recall list and shall have no further rights under this article 7:5.

7:6 **Discrimination**

There shall be no discrimination against any employee because of the employee's membership in the Union, or because of the filing of any grievance under this contract.

7:7 **Tuberculin Testing**

Consistent with the current advisory of the State of New Hampshire, Department of Health and Welfare, Division of Public Health Services, employees who have met the requirement of the Board's pre-employment tuberculosis screening will not be required to have further screening while in the continuous employ of the District. All employees shall comply with future advisories on tuberculosis screening issued by the Division of Public Health Services. The Board of Education will provide, through its own agents at no expense to the employee, any screening services which may be required by the State for employees after their employment with the District, but will not provide those services to prospective employees.

7:8 **Joint Council**

A joint council shall be formed. It shall consist of the Chief Operating Officer or designee; the Food Service Director; a Site Coordinator; and, three (3) employees appointed by the Union. The Council will meet at least quarterly to discuss matters of mutual interest including, but not limited to, workplace safety. Meetings shall be

held before or after work hours unless the parties mutually agree otherwise. Employees shall receive their hourly rate of pay for attendance at these meetings.

7:9 **Training**

In the event employees are required to orient or train new hires, the employees shall do so on a rotating basis at each site.

ARTICLE VIII
TERMS AND CONDITIONS OF EMPLOYMENT

8:1 **Workday and Workyear**

A. The Director, or Site Coordinator, shall establish the normal work schedule of each employee;

B. Employees working four (4) hours or more per day, but less than five (5) hours per day, shall receive a 10 minute paid break. Employees working five (5) hours or more per day shall receive a 30 minute paid lunch break. Said breaks will be scheduled by the Director, or Site Coordinator;

C. Tier I employees will be required to work 184 days which will consist of 180 school days plus three (3) days before the start of the school year and one (1) day at the conclusion **of the school year. The Friday before Labor Day shall not be utilized for one of these days.** Tier I employees whose year-end tasks in closing down kitchens are complete may be exempted from working on the last work day of the year with prior written approval from the Director of Food Service. Tier I employees' normal workday will be seven hours. **Tier II and Tier III employees** normally **will be employed the day school begins** and on school days when food service is provided to students;

D. A 10 calendar day notice shall be given to Tier I employees before a permanent change is made in their normal work schedule. All other employees shall be given a 5 calendar day notice before a permanent change is made in their normal work schedule.

8:2 **Duties and Job Descriptions**

Job descriptions shall be provided for all categories of employees. Upon request, an employee will be provided with a copy of the employee's job description. Copies of existing job descriptions will be provided to the UNION. The School District retains the right to change these job descriptions. Notification of such changes will be provided to the affected employee and the UNION prior to their implementation.

8:3 **Temporary Upgrading**

When it becomes necessary, for any reason, to assign employees to a higher rated job on a temporary basis, the employee so assigned shall receive that position's base hourly rate for the duration of the assignment so long as the assignment is for two (2) continuous working days or more. The increased pay rate shall be retroactive to the first day of the temporary upgrading once the employee meets the requirement for continuous days. If the position becomes vacant and the District elects to retain the position, it will be posted in all schools according to the procedures outlined in Article 9:2.

8:4 **Temporary Transfer**

When it becomes necessary to temporarily reassign staff between kitchens to meet staffing needs, the least senior staff person from the selected kitchen shall be reassigned. The Food Services Director shall have sole discretion in selecting the kitchen from which the staff person is reassigned.

8:5 **Training/In-Service Opportunities**

Food Service training, instruction, education and/or in-service opportunities which, in the opinion of the Business Administrator or his/her designee, are appropriate to post, shall be posted when and where practicable.

ARTICLE IX
RESIGNATIONS, VACANCIES, TRANSFERS AND PROMOTIONS

9:1 Notice of Resignation

Employees who do not plan on returning to work at the beginning of the school year shall notify the Director of Food Services not later than August 15th. During the school year, employees shall provide no less than two weeks notice of their intent to leave the employ of the Food Service Program.

9:2 Lateral Transfers

Employees who desire a change in location within the same job title may file a written request at any time with the Director on the form as provided in Appendix C. A copy of said form will accompany the notice of intent for employment mentioned in Article 7:1 and presented to each employee at the end of each school year. Such request shall be considered valid until the close of the school year in which the form is submitted. Only those who have submitted the form, as provided, will be considered for available vacancies or new positions.

9:3 Posting of Vacancies and New Positions

Any position not filled pursuant to article 9:2 (including a site coordinator position) shall be posted for five (5) calendar days prior to the position being filled. Only one posting is required as the result of an initial opening or new position. All such notices shall be posted in a designated area in the kitchen in each work location and the Central Office. Each notice will include the duties, rate of compensation, the minimum qualifications for the position, hours per day, work location, work schedule and instructions for making application. A copy of all postings will be provided to the Nashua Teachers' Union.

9:4 Interviews for Promotion

Any employee of the food service program who applies for a posted position at a higher job title shall be granted an interview before the interview team. The interview team shall be comprised of at least one employee representative from the school with the vacancy. The employee representative shall be rotated among bargaining unit members for that school.

9:5 Probation and Transfer Rights

A. A member of the bargaining unit who has successfully completed the initial probationary period of ninety (90) calendar days and who is transferred or promoted to a different position of employment within or outside the bargaining unit shall be obliged to serve an additional probationary period, of thirty (30) calendar days, if any, associated with the new position, provided, however, that the employee shall be entitled to any benefits associated with the position immediately upon assuming the position;

B. A member of the bargaining unit who has successfully completed the initial probationary period and who is transferred or promoted to a different position of employment within or outside the bargaining unit shall retain all accumulations of leave accrued while a member of the bargaining unit provided that such accruals shall not exceed the maximum amount of accruals that are allowed to a person holding the position to which the employee is transferred or promoted. In the event there is an excess of accruals, the amount of accruals allowed to be retained shall be the same as the maximum amount of accruals allowed to a person holding the position to which the employee is transferred or promoted. In the event the amount of accruals is less than the amount allowed to a person holding the position to which the employee is transferred or promoted, the employee may continue to accrue such benefits as are allowed to a person holding that position up to the maximum amount allowed for that position;

C. In the event a present member of the bargaining unit is transferred or promoted to a position within the bargaining unit, the District, at its sole discretion, may, within the probationary period as defined in section 2:6, transfer the employee to the employee's former position or to another position which has the same classification and pay rate. as the position from which the employee was first transferred or promoted. Transfers under this paragraph 9:3C shall not be grievable;

Where practicable and if requested by the employee within the probationary period, a promoted or transferred employee may be returned to the employee's former position or a position with the same classification and pay rate as the former position if such a position is available by reason of its not being filled or eliminated by District action;

D. (1) All newly hired personnel shall be obligated to serve an initial probationary period of ninety (90) calendar days, and all employees assuming a new position, shall be obliged to serve a probationary period of thirty (30) calendar days in the new position

(2) The District may terminate a newly hired person from employment within the probationary period. Terminations under this Paragraph 9:3D.(2) shall not be grievable.

ARTICLE X
UNION REPRESENTATIVES

10:1 **Official List of Nashua Teachers' Union Representatives**

The UNION shall furnish the BOARD with a list of its officers and authorized building/unit representatives, and shall, as soon as possible, notify the BOARD in writing of any changes. No UNION Representative shall be recognized by the BOARD except those designated in writing by the UNION.

ARTICLE XI
UNION PRIVILEGES AND RESPONSIBILITIES

11:1 **Fair Practices**

As exclusive representative, the UNION shall not preclude from membership any person in the unit described in Article I. The UNION will represent equally all persons described in Article I without regard to membership in, participation, or activities in the UNION.

11:2 **Recognition of Local Organization Representative**

The Principal or Chief Operating Officer shall recognize the UNION unit representative as the official representative of the local organization.

11:3 **Distribution of Materials - Mail Boxes**

Officers or officials of recognized employee organizations shall have the right to reasonably use the school mail boxes for distribution of organizational material provided such materials are in good taste and provided that such materials shall not include campaign organization material related to local, state or national political matters. Each school shall have a single mail box for the use of Food Services employees in the building.

11:4 **School Meetings**

The authorized representative of the UNION shall have the right to schedule UNION meetings in the building before or after regular cafeteria hours. Such meeting shall not in any manner disrupt the normal operation of the school and shall be subject to prior approval of the building principal.

11:5 **No Local Organization Activity on School Time**

Except as provided herein, the UNION agrees that no employee will engage in Union activity while on duty.

11:6 **Protection of Individual and Group Rights**

Nothing contained herein shall be construed to prevent the BOARD, a member of the BOARD or its designated representative from meeting with any employee for expression of the employee's views. In the area of this Agreement, and for the term hereof, no changes or modifications shall be made except through negotiations with the UNION. Nothing contained herein shall be construed to permit an organization other than the UNION to appear in an official capacity in the processing of a grievance. Nothing contained herein shall be construed to prevent any employee from informally discussing any dispute with an immediate superior or processing a grievance on the employee's own behalf in accordance with the Grievance Procedure heretofore set forth in Article III.

11:7 **Information**

A. The BOARD shall make available to the UNION, upon its request, any and all available information in the public domain, such as statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement;

B. If the public agenda of a BOARD meeting has been prepared 24 hours in advance of such a BOARD meeting, it shall be made available to the President of the UNION;

C. A copy of the minutes of all BOARD meetings shall be made available to the President of the UNION.

11:8 **Union Notices**

The UNION shall be permitted to post UNION related notices and other materials on bulletin boards, provided its notices are in good taste and provided that such materials shall not include campaign organization material related to local, state or national political matters. A bulletin board will be provided in each workplace for Union and District use.

11:9 **Leave for Legislative Hearings**

In the event a member of the bargaining unit is president of the UNION, that member, or a single designee from the unit, shall be granted three (3) days paid leave to attend legislative hearings. Not more than one person from the entire UNION membership shall be entitled to this leave.

11:10 **Conference Attendance**

Up to two (2) days of paid professional leave will be granted to an employee designated by the president of the Union for the purpose of attending the American Federation of Teachers Annual Paraprofessional and School-Related Personnel Conference, at no cost to the District. In order to share information from the Conference, upon request by the Director, the employee so designated shall conduct a workshop, prepare a report for distribution, or engage in equivalent activity designed to communicate the information to other food service employees.

11:11 **Union Business**

A. In the event a member of this bargaining unit is President of the Union, s/he or her/his designee shall be granted five (5) days of paid leave for the purpose of Union business;

B. The President of the Union, upon request, shall be granted a leave of absence. A request for such leave must be made no later than June 15 prior to the school year for which the request is effective;

C. In the case of a leave of absence, the District shall not be liable for any salary or benefit costs. Insurances may be extended at the President's expense to the extent mandated by state and federal law. The President, at the President's expense, may maintain enrollment in the City of Nashua's group health insurance for the leave of absence, if so allowed by the insurance carrier;

D. The President shall retain all rights to the position the President formerly held. The provisions of article 9 herein shall apply to the extent they may impact on said rights;

E. For the first two (2) consecutive years of a leave of absence, the President, for the purpose of seniority, shall receive full-year credit;

F. The District shall have no obligation to make a contribution to the New Hampshire Retirement System on behalf of the President while on leave, unless a contribution is mandated by the System or by other provisions of state law.

ARTICLE XII
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Nashua Teachers' Union and the School Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Nashua Teachers' Union, in consideration of the value of this Agreement and its terms and conditions, will not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement for the duration of this Agreement.

ARTICLE XIII
CONFORMITY TO LAW AND SAVING CLAUSE

If any provision of this Agreement is or shall at any time be determined contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

14:1 **Adherence to Rules, Regulations, Policies and Provisions**

It is understood that for the duration of this Agreement employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with School Board policies and administrative rules, regulations and the provisions of this Agreement.

14:2 **Expenses of Printing and Distributing Agreement**

The BOARD agrees to pay for the cost of printing this Agreement. The UNION agrees to distribute a copy of this Agreement to each employee presently employed by the BOARD and to each new employee employed by the BOARD.

14:3 **Meetings**

Meetings shall be held, as deemed necessary, by either party during the school year with the Superintendent and UNION President to discuss matters of concern to both parties. These meetings shall be held at a mutually agreeable time and place. The UNION President and the Superintendent shall determine the representative who will attend the meeting for their respective parties. Whenever possible, the parties should exchange notice of the subject matters they wish to discuss.

14:4 **Management Rights**

The UNION recognizes the following responsibilities, rights, authority, and duties of the Nashua School Board, except as they are modified by provisions of this Agreement. The BOARD hereby retains and reserves unto itself, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Hampshire, and of the Charter of the City of Nashua:

(a) To the executive management and administrative control of the School System and its properties and facilities;

(b) To hire, promote, transfer, assign and retain employees in positions with the Nashua School System and to suspend, demote, discharge or take other disciplinary action against employees and to relieve employees from duty because of lack of work or other legitimate reasons.

14:5 **Disciplinary Procedures**

The District has the right to discipline or discharge employees for cause.

Disciplinary actions shall normally follow this order:

A. Verbal warning (Written documentation shall be provided to the employee and placed in the employee's personnel file.)
B. Written Warning;
C. Suspension without pay;
D. Discharge.

The District may deviate from the above when the severity of the offense warrants.

An employee may petition the Superintendent for removal of a verbal warning from the employee's personnel any time after at least one year from when the warning was issued , provided there are no additional disciplinary actions. The Superintendent's decision regarding removal of the discipline shall be final and may not be grieved.

In the event of written warning, suspension or discharge, the District will state in writing to the employee and the Union the reasons for the action taken. A copy of said statement shall be delivered to the employee and the Union Steward within 24 hours of the action or by the close of the next regularly scheduled business day whichever shall occur later. Employees may elect to have a Union representative present when an employee is to receive disciplinary action in the form of a written warning, suspension or discharge.

14:6 **Uniforms**

Employees are required to wear safe and appropriate dress as determined by the Director in consultation with the Business Administrator. All dress must be neat and clean. Should a uniform be required at any time, the School District shall elect to either provide each employee with the uniform, or provide a clothing allowance sufficient to purchase the required uniform.

14:7 **Amendment of Agreement**

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

14:8 **Agreement**

The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

ARTICLE XV
DURATION OF AGREEMENT

15:1 Subject to ratification by the parties to this Agreement and the approval of the cost items by the Mayor and Nashua Board of Aldermen as provided by City Charter, the provisions of this Agreement will be effective as of September 1, 2011 except as otherwise provided herein, and will continue and remain in full force and effect until August 31, 2013 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date.

15:2 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

NASHUA BOARD OF EDUCATION

BY _____
President

BY _____
Clerk

Date: 6/30/2011

NASHUA TEACHERS' UNION

BY _____
President

BY _____
Secretary

Date: 6-30-11

Appendix A- Salary Schedules

Appendix A-1			
2011-2012	1 (0-4)	2 (5-8)	3 (9+)
ELEMENTARY COOK	$11.82	$12.39	$12.96
MS/HS COOK	$12.11	$12.68	$13.26
FOOD SERVICE ASST.	$10.86	$11.08	$11.33
LEAD COOK	$13.55	$14.12	$14.69

Appendix A-2			
2012-2013	1 (0-4)	2 (5-8)	3 (9+)
ELEMENTARY COOK	$11.88	$12.45	$13.03
MS/HS COOK	$12.17	$12.75	$13.32
FOOD SERVICE ASST.	$10.92	$11.13	$11.38
LEAD COOK	$13.62	$14.19	$14.77

APPENDIX B-1
Food Service

PAYROLL DEDUCTION AUTHORIZATION

Last Name: _____ **First:** _____ **Middle Initial:** _____
Please Print **Please Print**

Address: _____
Street **City** **State** **Zip**

School: _____ **Department:** _____

TO: NASHUA BOARD OF EDUCATION:

Effective _____, I hereby request and authorize you to deduct UNION dues from my earnings with the next paycheck and continuing in equal installments in an amount equal to the UNION dues as set by the membership in accordance with the provisions of the Constitution of the Nashua Teachers' Union. This amount shall be paid to the Financial Secretary-Treasurer of the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all its officers from any liability therefore. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1 and September 15 or any given year.

_____ _____
EMPLOYEE'S SIGNATURE SOCIAL SECURITY NUMBER

_____
HOME E-MAIL ADDRESS

Please return this form to: Nashua Teachers' Union, 7 C Taggart Drive, Nashua, NH 03060

Dues, contributions, or gifts to the Nashua Teachers' Union are not deductible as charitable contributions for federal income tax purposes. Dues paid to the Nashua Teachers' Union, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions by the Internal Revenue Code.

Appendix B2
Agency Fee Authorization

TO NASHUA BOARD OF EDUCATION:

Effective_____, I hereby request and authorize you to deduct an agency fee from my earnings with the next paycheck and continuing in equal installments in an amount certified by the UNION as set by the membership in accordance with the provisions of the Constitution of the Nashua Teachers' Union. This amount shall be paid to the Financial Secretary-Treasurer of the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO. This authority shall remain in full force and effect for all purposes while I am employed in this school system.

_____ _____
EMPLOYEE'S NAME (PLEASE PRINT) SOCIAL SECURITY NUMBER

_____ _____
EMPLOYEE'S SIGNATURE SCHOOL

_____ _____
DEPARTMENT/POSITION HOME E-MAIL ADDRESS

Please return this form to: Nashua Teachers' Union, 7 C Taggart Drive, Nashua, NH 03060

APPENDIX C

ANNUAL REQUEST FORM
PROMOTION, CHANGE IN DUTY, CHANGE IN BUILDING/CHANGE IN HOURS
SCHOOL YEAR 200___ -20____

Name: _____ Date: _____
Please Print

Present Position: _____ School: _____

Current Hours Worked Per Day:_____

PRESENT TIER: I II III

If you do not desire any changes in your hours, present position or work location, please check here:
_____I WISH TO REMAIN IN MY PRESENT POSITION WITH THE SAME HOURS AND AT THE SAME SCHOOL.

Request for change and Preferences desired:
[Specify position(s), hours and school(s) you would be willing to accept if it becomes available.]

School(s) Please list individual schools separately on the blank lines below in order of preference:

_____ Any school

_____

_____

_____

_____

Position(s) Please circle all that apply.

Elementary Cook
Middle School Cook
High School Cook
Lead Cook
Food Service Assistant

Do you wish to be offered additional hours, if they become available, during the year? ___Yes ___ No

Please indicate the earliest start time_____ and the latest release time_____ that you could work.

This form may be submitted at any time. Requests are valid through the school year in which the form is filed. New requests must be submitted each school year. This form shall be incorporated into the letter of intent form and be distributed to all employees. New employees shall be given a copy of this form upon their hiring. Employees may update this form as they deem necessary throughout the year.

_____
Signature of Employee

APPENDIX D
CLASSIFICATIONS

Lead Cook
Cook
Food Service Assistant