

AGREEMENT

BETWEEN THE

NASHUA BOARD OF EDUCATION

AND THE

NASHUA SCHOOL CUSTODIAN UNION

LOCAL 365/COUNCIL 93, AFSCME, AFL-CIO

July 1, 2025

Through

June 30, 2029

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ARTICLE I

AGREEMENT

- 1.1 This is a collective bargaining agreement made and entered into by the Nashua School District, Nashua, New Hampshire, (hereinafter called the District) and Local 365/Council 93 of the American Federation of State, County and Municipal Employees, AFL-CIO, School District employees as certified in P.E.L.R.B. Case #A-0424 and as specified in Article II of this Agreement (hereinafter called the Union).

ARTICLE II

RECOGNITION

- 2.1 When used in this agreement, the word "employee" means any member of the above bargaining unit who is a member of the Union, and has successfully completed the probationary period as provided in Article 7.1.
- 2.2 The District hereby recognizes that the Union is the sole and exclusive representative of all full-time and part-time custodians, maintenance personnel, and school year security personnel with the exception of the Director of Plant Operations; the Assistant Directors of Plant Operations; the Office Manager; Custodial Supervisor; and the Energy Manager.

"Full-time" means a regular schedule of 35 hours or more per calendar week.

"Part-time" means a regular schedule of less than 35 hours per calendar week.

"School Year" means a regular schedule of 35 hours or more per calendar week limited to no more than 185 days per school year, with the exception of the individual(s) working during summer school. This term shall be limited to the classifications of Security Monitor and Security Guard.

ARTICLE III

DUES DEDUCTION

- 3.1 Upon individually written authorization by each employee and approved by the Union Representative, the District agrees to deduct from each employee so authorized, the current Union dues, as certified to the District by the Treasurer of the Union, and deliver the same, along with a list of who have paid said dues 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 month. Employees will be able to revoke their authorization only between July 1 and July 15 of any fiscal year. The form of the authorization is shown as Appendix E to this Agreement. The District will notify the Union of any employee's intent to drop out of the Union.
- 3.2 Any employee who chooses not to join the Union may voluntarily pay an agency fee to be determined by the Union in accordance with state and federal law. Such fee is to be paid in the same manner as Union dues as provided in Section 3.1 above. Such a representation fee shall commence thirty (30) calendar days from the date of eligibility to join the Union or the effective date of this agreement, whichever is later.
- 3.3 The Union will hold the District harmless from any disputes between the Union and its members relative to the deduction of dues. The District shall have no obligation to collect dues beyond the weekly deduction. The Union agrees in return for itself and its members that they will individually and collectively perform loyal and efficient work and service and use their influence and best efforts to promote and advance the interests of the taxpayers of the Nashua School District. 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.
- 3.4 The District agrees that there shall be no discrimination, interference, restraint or coercion by the District or any of its authorized agents, against any employee because of membership in the Union or because of presenting a grievance or

against any employee who may represent others in the discharge of his/her duties as a member of any committee of the Union.

- 3.5 The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE IV

WORK POLICY AND REGULATIONS

- 4.1 The District may adopt rules for its operation and the conduct of its employees provided such rules do not conflict with any of the provisions of this agreement.
- 4.2 In justice and fairness to the District and the taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties. It is also agreed that no Union business will be transacted on District time except as permitted by law. Union Officials (President, Vice President, Chapter Chair and Chief Steward) will be allowed a combined total of up to two (2) days off without loss of pay per contract year to attend Council 93 Grievance Review meetings.
- 4.3 It shall be the responsibility of all employees having custody of or assigned to operate any equipment or property to see to it that it is properly cared for, kept clean and returned to its proper place of storage at quitting time. No District owned vehicle will be used by any District employee for other than District business.
- 4.4 The District shall provide space on custodial and maintenance bulletin boards for notices from Union Officers and Stewards to its members provided the notices are in good taste and provided that such notices shall not relate to local, state, or national political matters. The provision related to political matters shall not apply to internal Union elections.
- 4.5 The District will provide the Union with a copy of all current job descriptions for each grade within the bargaining unit.

Disciplinary Procedures

- 4.6 The District has the right to discipline or discharge employees for just cause. All disciplinary actions, including discharge, shall be consistent with the infraction for which the action is taken.
- 4.7 Disciplinary actions shall normally follow this order:
- A. Verbal warning;
 - B. Written Warning;
 - C. Suspension without pay;
 - D. Demotion;
 - E. Discharge.

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

- 4.8 Any employee may be suspended or discharged for reasons which shall include but not be limited to the following:
- A. Misconduct during employment;
 - B. Incompetency or inefficiency;
 - C. Failure to perform assigned duties;
 - D. Disobedience of a superior;
 - E. Using on the job or reporting to work while under the influence of alcohol or illicit or illegal drugs;
 - F. Conviction of a felony;
 - G. Failure to observe rules or regulations;

- H. Incompatibility with other employees;
- I. Unauthorized tardiness or absence from duty;
- J. Knowingly submitting false reports;
- K. Damaging equipment through negligence or carelessness.

- 4.9 In the event of a written or verbal warning, suspension, discharge, or demotion, 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 Chief Steward within 10 days of the occurrence 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 or verbal warning, suspension, discharge, or demotion.
- 4.10 Employees may examine their own personnel files, upon request, at reasonable times and with reasonable notice, under the direct supervision of the Human Resources Department.
- 4.11 Employees shall have the right to answer any materials filed. The employee's answer shall be reviewed by the Chief Operating Officer, and be attached to the employee's personnel file. (RSA 275:56)

ARTICLE V

VOLUNTEERING AND SUBCONTRACTING

- 5.1
 - A. Prior to the approval of a volunteer project the Union and Management shall meet and confer on all requests for volunteer project approval. The Union-designated committee shall include a representative from the classification(s) which normally do the work involved in the project request and one union representative. The extent of the activity by volunteers shall be established by this committee. Once an approach (e.g. hours, coverage, etc.) to a project has been approved by the Committee, similar future projects with the same approach will be approved by the Director of Plant Operations or designee. If Labor and Management cannot agree on a volunteer project request within five (5) working days, the request will be brought to the next meeting of the Joint Labor-Management Committee for discussion.
 - B. In addition to the process for reviewing requests for volunteer projects in section 5.1(A) above, the Director of Plant Operations shall maintain a master list, initialled by both parties, with mutually agreed-upon work that has been historically completed by volunteers. The Director of Plant Operations may approve volunteers to complete work on this list.
 - C. The Union shall be apprised five (5) days in advance of any approved volunteer project, including the location and description of the project, number of volunteers, and anticipated date(s) for completion.
 - D. Unpaid volunteers include students, parents, community members, and District employees (outside this bargaining unit) who are working outside of their normal hours of work without compensation. It is agreed that volunteers will not displace any bargaining unit employees.
 - E. If access to the school is required beyond normal working hours (regularly scheduled shifts) a custodian will be assigned to open and close the school, and clean up any spaces utilized if ten (10) or more persons are expected to attend the event, and/or food will be brought on to the premises. The District shall have the right to assign other work (related to their job description) to the Union member while on overtime, as time allows during the event. It is understood that covering the event is the top priority.
 - F. Employees may be assigned to monitor and work with the assistance of volunteers based on the nature of the activity and the amount of volunteers.
 - G. The Director of Plant Operations will assure that all necessary permits have been obtained before work begins.
- 5.2
 - A. The District agrees there will be no layoffs, demotions or involuntary transfers as a result of contracting out work. Regardless of subcontracting, in the event of any layoff within a classification, the District shall cease to utilize any subcontractor for work specific to that classification except for work identified on the master list or previously agreed upon contracted projects, until such time the staffing levels return to the pre-layoff levels. The Director of

Plant Operations shall maintain a master list, initialled by both parties, with mutually agreed-upon work that has been historically subcontracted out. Work on the master list shall not be assigned to bargaining unit employees to complete.

- B. 1. The District shall present the work it is contemplating to subcontract in a reasonable period in advance and not delay the work so the volume of work is anything but for unforeseen circumstances. The Union shall respond in five (5) working days, or the District shall proceed with subcontracting the work.
2. The District shall identify the primary classification in accordance with the bargaining unit job description that it believes will be used in the work to be discussed. If the work will be completed on overtime, the District will post the overtime opportunity upon notice from the Union under Section B.1. above and the Union shall have the opportunity to survey the work force for interest and availability. If the agreed upon necessary workforce is not available by the mutually agreed upon date, then the District may contract out.
3. When bargaining unit employees are doing work which was initially contemplated to be subcontracted, custodial staffing of the building shall be subject to an agreement by the parties. Any agreement on building coverage based on the previous sentence shall not be used outside of this process.
- C. Should any work be contemplated to contract out, the District and the Union agree the following procedure shall occur prior to subcontracting:
1. Step One – The Union will designate one Union member. The Director of Plant Operations will advise this member of the work it is contemplating contracting out. A discussion as to whether or not bargaining unit members can complete the work shall occur. If an agreement cannot be reached and the District still desires to subcontract said work, the parties shall proceed to Step Two.
 2. Step Two – The District shall bring the proposed work to the next scheduled joint labor-management committee meeting for discussion. If an agreement cannot be reached and the District still desires to subcontract said work, the parties shall proceed to Step Three.
 3. Step Three – The parties shall mutually agree on an arbitrator to decide if the work is bargaining unit work or not. The basis for consideration shall be the job descriptions for all classifications, the scope of the bargaining unit work, as well as prior grievance decisions and/or grievance settlements. Overtime shall not be a factor in considering if the work is bargaining unit work or not. The District may subcontract out the work prior to arbitration; however, the subcontracting of the work cannot be used as consideration for the arbitrator's decision and the District understands that an arbitrator's decision that the work should have been done in-house will require the District to pay bargaining unit members for work already performed.
 4. The Arbitrator's decision shall be final and binding on the parties. The arbitration shall be in accordance with AAA rules. The cost of the arbitration will be paid by the losing party.

ARTICLE VI

GRIEVANCE PROCEDURE

- 6.1 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 this Agreement. All such grievances will be handled as provided in this article.
- 6.2 A grievance must be filed within ten (10) working days of its occurrence or within ten (10) days of the date the employee, by reasonable diligence, should have known of its occurrence. The grievance must be submitted to the next step within the time limits provided or it will be considered settled. A grievance once settled at any one of the following steps shall not be further subject to the grievance procedure.

Grievances shall be processed in the following manner:

- Step 1 The grievance must be presented, in writing, on forms as provided in Appendix D .
The grievant shall discuss the grievance with the Director of Plant Operations, or his/her designee and the Union representative. A decision shall be rendered within ten (10) working days.

- Step 2 An unfavorable decision under Step 1 may be appealed to the Chief Operating Officer within ten (10) working days. The appeal must be in writing on the grievance form as provided in Appendix D. The Chief Operating Officer shall render a decision within ten (10) working days. All termination grievances shall begin at Step 2.
- Step 3 An unfavorable decision under Step 2 may be appealed to the Superintendent within ten (10) working days. The Superintendent shall render a decision within ten (10) working days.
- Step 4 An unfavorable decision under Step 3 may be appealed to the Board of Education within ten (10) working days. The Board shall render a decision within twenty (20) working days.
- Step 5 An unfavorable decision under Step 4 may be appealed to the New Hampshire Public Employees Labor Relations Board within twenty (20) working days. The decision of the appointed arbitrator will be final and binding and the entire cost of the arbitrator will be paid by the losing party.
- 6.4 Grievance Mediation: Either party may submit to the other a request for Grievance Mediation. Grievance Mediation can only take place by mutual agreement at any time during the grievance procedure. The parties agree Federal Mediation and Conciliation Service shall be used as a facilitator for cost effectiveness. This does not preclude mediation occurring the day of arbitration nor using the arbitrator as the facilitator. Should Grievance Mediation occur, the parties shall agree to a time extension for the following steps.
- 6.5 Failure of the administration to render a decision within the time limits shall permit the grievant to proceed to the next step. The grievant shall continue to observe the rules and regulations of the District while the grievance is pending. A grievant shall have all rights provided by RSA 273-A relative to the processing of grievances.

ARTICLE VII

PROBATIONARY PERIOD

- 7.1 The first ninety (90) calendar days of regular employment on an uninterrupted basis, except by reason of layoff or approved leave of absence or the summer break for "part-time" employees and school year employees, is established as a probationary period. The District may extend the probationary period for such additional days as the employee has taken authorized sick or other leave, and shall notify the Union Executive Vice President immediately of any extensions.
- Probationary employees in the position of custodian will be paid two dollars (\$2.00) less per hour during their ninety (90) day probationary period. Upon reaching the end of their ninety (90) day probationary period, employees in the position of custodian must demonstrate the ability to run all equipment and have knowledge of all chemicals and their proper usage. Probationary employees in the position of custodian who fail in this regard will be terminated.
- 7.2 The provisions of this Agreement do not apply to any employee who has not successfully completed the probationary period described above.
- 7.3 The District may terminate a newly hired person from employment within the probationary period. Terminations under this Article VII shall not be grievable.
- 7.4 A probationary employee who would otherwise be eligible for the benefits of this Agreement, but for the fact that the probationary employee has not completed the probationary period, shall be entitled only to the following:
- (1) **Medical Insurance**
After thirty (30) calendar days of active employment, eligible probationary employees shall have the option to become members of the bargaining unit's group medical insurance program as provided in Article 17.1 of this Agreement, subject to the rules of the insurance carrier regarding eligibility and payment of premiums. In the event a probationary employee becomes entitled to become a member of the medical insurance program subsequent to the date employee contribution deductions are made, in order to receive insurance coverage commencing the first day of the month following the completion of thirty days of active employment, the

employee must furnish the employee's contribution to the medical insurance program to the District prior to the 25th day of the prior month.

- (2) Vacation Leave
An eligible probationary employee shall be entitled to accrue vacation leave commencing with the date of employment, in accordance with Article XIII, but shall not receive vacation pay until satisfactory completion of the probationary period. Such vacation pay shall not be paid retroactively.
- (3) Sick Leave
After satisfactory completion of the probationary period, eligible employees shall be entitled to sick leave pay in accordance with Article XIV. Such sick leave pay shall not be paid retroactively.
- (4) Life Insurance
Eligible employees shall be entitled to group life insurance as provided in Article 18.1 after satisfactory completion of thirty (30) calendar days of active employment. Such group life insurance shall commence on the first day of the month following the completion of the thirty (30) calendar days.
- (5) Pension
Eligible employees shall be entitled to participation in the New Hampshire Retirement System (NHRS) in accordance with the rules and regulations of the New Hampshire Retirement System and applicable statutes as may be amended from time to time. NHRS requires immediate enrollment.
- (6) Paid Holidays
Eligible employees shall be entitled to paid holidays as provided in Article XII after satisfactory completion of thirty (30) calendar days of active employment.

7.5 A probationary employee who is transferred or promoted to a different position within or outside the bargaining unit, prior to completing the initial probationary period, shall complete the entire probationary period, if any, associated with the position to which the employee is transferred or promoted, and shall, if eligible, be entitled to the benefits specified in paragraph 7.4 above, notwithstanding the fact that active employment may have been served in more than one position.

ARTICLE VIII

SENIORITY

- 8.1 An employee's seniority shall commence with the hiring date and continue so long as he/she is employed by the District.
- 8.2 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.
- 8.3 When the term "seniority" appears in this Agreement, it shall mean priority over or preference because of length of service. In the event of authorized paid leave granted pursuant to this contract, the employee on such paid leave shall continue to accrue length of service. In the event of authorized unpaid leave, or layoff, the employee shall retain such length of service as was accrued on the date of the authorized unpaid leave or layoff on return to active employment, but shall commence further accrual only upon such return and shall not accrue length of service during such leave or layoff period. In all other cases of interruption of service, the employee shall lose all accrued length of service.

The District shall prepare and give the Union, once each school year, on or before September first, a seniority list, which indicates the seniority status of all members of the bargaining unit. Separate seniority lists shall be provided for full-time, part-time and school year employees.
- 8.4 There shall be two types of seniority:
 - (a) District seniority;
 - (b) Classification seniority.

District seniority shall relate to the seniority of an employee as an employee of the district.

Classification seniority shall relate to the seniority of an employee as an employee in a particular job title as listed in Appendix A.

- 8.5 Classification seniority shall be the type considered in matters concerning transfers as set forth in Article IX. When voluntarily leaving one job classification for another, the employee will be credited the years of service from the classification they left, to be used in classification seniority when applying for a vacancy within that classification in the future. Employees will not be credited with years of service in a classification they were removed from due to a demotion. A detailed list of classification seniority will be kept throughout the employee's employment with the district. The seniority list will be updated by the district and approved by the Union in conjunction with Article 8.3
- 8.6 Until an employee has served the 90-day initial probationary period, the employee shall have no seniority status, and may be discharged or laid off with or without cause, and such discharge or layoff shall not be subject to the grievance procedure.

ARTICLE IX

FILLING VACANCIES

- 9.1 The District agrees that whenever a permanent job is created or a permanent vacancy occurs within the bargaining unit, the name of the school, the location, the hours of work, the name of the job, and the requirements and pay grade of the job shall be posted in all schools and all employees shall be given eight (8) work days to apply for the job.
- 9.2 The District shall make transfers within a job title as listed in Appendix A on the basis of classification seniority prior to awarding the position to any employee working outside of job title. The District reserves the right to deny a transfer request if the individual requesting a transfer has been suspended within the five (5) years immediately preceding the request for a transfer.
- 9.3 If a posted vacancy is not filled through the transfer process outlined in section 9.2 above, the District reserves to itself and shall have the right to fill the position solely on the basis of ability and performance of duty as determined by the District. Except as noted below, applicants who bid on a position will be granted a formal, scheduled, in-person interview for that position provided the employee was not part of an interview process within the previous six months. Should more than eight applicants apply for a position, management at its discretion may limit the number of interviews to eight employees. In addition to the employees interviewed, prior interviews within the past six months will be considered for any open positions that are bid on.
- 9.4 Employees who apply and are not awarded a position under Section 9.3 above shall have a right to request a follow-up meeting with management to understand the reasons for not being selected for the position.
- 9.5 This article shall be subject to the grievance procedure, except as noted in Section 9.8 (B) below.
- 9.6 One 2nd shift custodial position at each school may be designated as a district-wide custodian who may be temporarily directed to work during his or her regular shift at any location within the District for school vacation periods or emergencies, such as but not limited to water or fire damage. District-wide positions may be posted after July 1, 2011 as positions become vacant. Two existing float positions will continue to be utilized district-wide to provide coverage for custodians on leave time. All grade 1 custodians hired on or after the date of this agreement, shall be hired with a "District-wide" custodial designation and may be temporarily directed to work during his/her regular shift at any location within the District for vacancy coverage due to contractual benefit use by an employee, school vacation periods (including the summer period) or for emergencies, such as but not limited to water or fire damage. The "District-wide" designation shall be added to the employee's position for which they were hired. As an example: An employee is newly hired to fill a permanent vacancy at the Broad Street school, this position would be "Broad Street School Custodian/District-wide." Employees shall retain the "District-wide" designation for the remainder of their careers as a grade 1 custodian, regardless of their future positions.

- 9.7 When a security monitor/guard is absent from work and a replacement is required at that high school, the Plant Operations Supervisor will first ask for volunteers from among the other security monitors/guards. If no one volunteers, the least senior security monitor/guard will be required to work at the high school with the vacancy.
- 9.8 A member of the bargaining unit who has successfully completed the probationary period described in Article 7.1 and who is transferred to or awarded a vacant position within the bargaining unit, shall be obliged to serve a forty-five (45) day probationary period provided, however, that the employee shall be entitled to any benefits associated with the position immediately upon assuming the position.
- 9.9 A.
- A member of the bargaining unit who has successfully completed the initial probationary period and who is transferred to or awarded a vacant position within 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 to or awarded. 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 to or awarded. 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 to or awarded, 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.
- B.
- In the event a present member of the bargaining unit is transferred to or awarded a vacant position within the bargaining unit, the District, at its sole discretion may, within forty-five (45) calendar days from the effective date of the transfer to or award of the vacant position, transfer the employee back to the employee's former position and pay rate. Transfers under this paragraph shall not be subject to the grievance procedure.
- C.
- Where practicable and if requested by the employee within the forty-five (45) day probationary period, a transferred employee may be returned to his/her former position if it is available by reason of its not being filled by District action.
- 9.10 Following the hiring of an applicant to fill a position the District shall provide the Chapter Chair of the Union with the names and pay grades of all members applying for a position within the bargaining unit, along with the name and, if applicable, the pay grade of the individual hired to fill the vacancy.
- 9.11 All written policy changes affecting the bargaining unit shall be provided to the Union prior to implementation. Thirty (30) days notice will be provided whenever possible. The final version of the policy change shall be posted on all Custodial bulletin boards. Both parties reserve all bargaining rights in accordance with the State statute(s).

ARTICLE X

WAGES & HOURS

- 10.1 Effective on the date of signing of this Agreement, all employees will receive salaries in accordance with Appendix C. Within 30 days of the execution of this Agreement, any retroactive pay due will be paid only to bargaining unit members who are actively employed in the District as of the effective date of the signing of this Agreement.
- 10.2 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 the higher wage rate for the temporary assignment, if the assignment is five (5) continuous work days or more. If the temporary job assignment is five (5) continuous work days or more, the increased pay rate shall be retroactive to the first day of the temporary upgrading once the employee has met the requirements for the continuous five (5) work day minimum. Holidays, but no other leave occurring during the week shall be counted as time worked for the purpose of determining the five (5) continuous work days.
- 10.2a The District will pay employees operating sidewalk plows on City property the same rate applicable to DPW equipment operators also operating sidewalk plows.

- 10.3 The work week shall consist of seven (7) consecutive twenty-four (24) hour periods, commencing on Sunday and ending on Saturday.
- 10.4 The normal work schedule shall consist of five (5) consecutive eight (8) hour work days. The District will establish a normal work schedule to suit the requirements of specific jobs.
- 10.5 All time worked in excess of eight (8) hours in any work day shall be paid at the rate of time and one half. All time worked in excess of forty (40) hours in any work week shall be paid at the rate of time and one half. Paid holidays, jury duty, vacation time, compensatory time, and bereavement leave taken after this Agreement is executed, but no other leave, occurring during the work week shall be counted as time worked for the purpose of determining the eight (8) straight time hours.
- 10.6 Use of accrued time (vacation, personal leave, compensatory time) shall not be accepted as a reason for failing to report for duty unless use of such accrued time was scheduled and approved at least one (1) week in advance of the weather-related operations or emergency. Employees may also request to use their accrued leave from their supervisor and the supervisor, in his or her discretion, may authorize use of such leave in such situations.
- 10.7 Employees who are called back to their building after their normal shift to answer alarms or for other emergencies shall be compensated for time spent with a minimum of three hours at time and one-half. Overtime offered and accepted by employees before the end of an employee's shift will be paid at time and one half for time actually worked provided the overtime is contiguous to the beginning or end of an employee's regular shift. This section shall not apply to Article XXIV (Employees as Crossing Guard Substitutes). Snow/ice removal will be considered an emergency. All employees are expected to report to their school/regular place of work to assist with snow/ice removal. Failure to report will be grounds for disciplinary action.
- 10.8 Second shift employees within their assigned building, who are asked and accept to fill in for the Head Custodian of their building on first shift will change their shift for the day and receive the higher rate of pay for the eight (8) hours worked. Employees who fill in for the Head Custodian will not be required to work their regularly scheduled shift.
- 10.9 Overtime lists by category of work will be compiled every six months on August 1 and February 1. Categories of work shall include the following: custodial, events, roof snow removal, painting, security guard/traffic control and crossing guard substitution. This list of categories may be modified from time to time by mutual agreement of both parties. Employees shall notify, in writing, the Director of Plant Operations by August 1 and again by February 1 of their interest in being placed on the overtime list. Overtime shall be offered on a rotating basis, if feasible, first to those within the building where the overtime assignment is located, and then on a district-wide basis. If an employee refuses an overtime assignment three consecutive times, the employee's name will be removed from the overtime list for the balance of the six month period for which the list was compiled. The employee removed will not be eligible for overtime reinstatement until the next six month overtime list is compiled and then, only at the written request of the employee. A current overtime list will be maintained and made available to the union.
- (a) Overtime will first be offered to custodians assigned to the building. This will be done on a rotating basis, so that all custodians have an equal opportunity to work overtime. The Head Custodian will oversee this process and the Plant Operations Supervisor will periodically check to assure the proper procedure is being followed.
- (b) For the purpose of this discussion, "building" means the school to which the custodians are normally assigned. Tradesmen, groundskeepers and the delivery people are considered assigned to the Plant Operations building and thus overtime opportunities related to maintenance, repair, construction, grounds work or deliveries, must first be offered to these individuals. Grounds, trades and delivery personnel will be offered overtime for work within their job descriptions/classifications first. Floats will be offered overtime at the school/building at which they are currently assigned. Split-position custodians will be offered overtime at the building where they normally start their shift.
- (c) Once it is determined no one within a building will accept an available overtime opportunity, the district-wide overtime list will be utilized, again on a rotating basis. Per contract language, employees will be given an opportunity to sign up for the district-wide list every six months – in February and August of each calendar year. If an employee refuses overtime 3 consecutive times within the six-month period, he/she will be removed from the list until the next six-month period. The Plant Operations supervisor for the affected building will make the calls

on the district-wide overtime list. The three refusal rule will not be applied to overtime assigned within the school/building.

- (d) In those cases where employees cover an event which takes place during their normal working shift, they must add the time covering the event to the end of that day's shift. For example, if a second shift custodian covers an overtime event that lasts three hours, he/she will be expected to work from the end of their shift (10:30 pm) until 1:30 am. Two people working on the second shift (in the same building) can split the overtime, and both work late (for example, a three-hour event split between two employees will result in both employees working one and a half hours beyond their shift).
- (e) Part-time employees will not be offered overtime to cover events. For non-event activities (e.g., cleaning), the full time employees within a building will be offered overtime first. If the full-time employees all decline the overtime, the part time employee can be offered the work on straight time, up to a maximum of 35 hours per work week.
- (f) Disciplinary measures for employees covering overtime while on their shift, but not working beyond their shift the full overtime amount, without permission from a Plant Operations Supervisor, will start with a three (3) day suspension for the first offense, followed by termination for the second offense. No additional restitution beyond these measures will be implemented.
- (g) If an employee becomes sick while serving regular or overtime hours, they must call the Plant Operations phone/answering machine before leaving the building.
- (h) After all attempts have been made to fill an overtime opportunity according to the above procedures, probationary employees who have been employed for at least thirty (30) days may be offered the overtime opportunity.

- 10.10 With the prior approval of their supervisor at the time overtime is worked, employees may elect to accrue compensatory time off at the rate of time and one-half in lieu of paid overtime up to a maximum of eight-four (84) hours (at time and one half). Any use of such approved compensatory time must have the prior approval of the employee's supervisor and such use shall be at the employee's discretion. Compensatory time earned and used must be documented as established by the District.
- 10.11 Any additional work days shall be offered to the security staff within the high school hosting summer school, starting with the most senior monitor, in one-week increments. If no monitor wants the time the school's security guard will be asked. If no security staff desires the additional work days the security staff from the other high school will be offered the time, again starting with the most senior monitor. The seniority list will be rotated within each high school every other year. If no security monitors or security guards desire to work summer school, then the district-wide overtime list will be utilized to fill the position in one-week increments.
- 10.12 Custodians may be required to check their buildings once a day on weekends and holidays. Custodians performing the aforementioned duties shall be compensated for time spent with a minimum of three hours. Overtime will be paid in accordance with the provisions of Section 10.4. However, if there is a scheduled event to be held in a building, it will not be necessary for the custodian to check the building. It will be checked by the person covering the event as part of that person's duties and at no extra charge.

10.13 School Opening Delays for Security Personnel

When the opening of school is delayed due to a weather occurrence, security personnel who have the early shift will delay the start of their shift to adjust and to account for the delay in the opening of school. These security personnel will be paid only for time worked on days that have a delayed school opening.

ARTICLE XI

LONGEVITY

- 11.1 Effective July 1, 2025, and paid retroactively from the date of the implementation of this agreement, longevity steps will be added to all full-time and school-year employees' hourly rate in accordance with the wage scale based on any

milestone they have reached or surpassed with regard to a 10, 15, or 20, year milestone. After the initial July 1, 2025, implementation of the longevity steps, longevity steps shall be added July 1st of each year for all full-time and school year employees in the employ of the District on June 30th, of the previous year. Length of service will be computed on June 30th of each year. There will be no pro-rata payments to full-time employees who are not in the employ of the District on June 30th. Longevity increases shall be part of the calculation for their hourly wage and shall apply to all hours worked including overtime, paid holidays, and any other wages. Bargaining unit members shall receive longevity increases of 25 cents above base wage after completing 10 years of service, 50 cents above base wage after completing 15 years of service, and 75 cents above base wage after completing 20 years of service and shall be implemented on July 1st of each year based on the milestone they reached or surpassed as of the previous June 30th.

ARTICLE XII

PAID HOLIDAYS

- 12.1 The following shall be observed as paid holidays for full-time employees:

New Year's Day;	Veterans' Day;
Martin Luther King Day;	Day before Thanksgiving;
Memorial Day;	Thanksgiving Day;
Independence Day;	Day after Thanksgiving;
Labor Day;	Christmas Day.
Columbus Day;	

The following shall be observed as part-time paid holidays for part-time employees:

New Year's Day;	Day after Thanksgiving;
Thanksgiving Day;	Christmas Day.

Part-time hours normally worked will equate to the same part-time hours for part-time paid holidays.

The following shall be observed as paid holidays for school-year employees:

New Year's Day;	Veteran's Day;
Martin Luther King Day;	Day before Thanksgiving
Memorial Day;	Thanksgiving Day;
Columbus Day;	Day After Thanksgiving;
	Christmas Day.

- 12.2 For those employees scheduled to work Monday through Friday, if one (1) of the aforesaid holidays falls on a Saturday and is observed on a Friday, said Friday shall be a paid holiday. If one of the aforesaid holidays falls on a Sunday, and is observed on a Monday, said Monday shall be a paid holiday.

For those employees working weekly shifts falling on a Saturday or Sunday, if one (1) of the aforesaid holidays falls on a day an employee is not scheduled to work, the paid holiday shall be scheduled for the day at the beginning or end of the employee's work week closest to that holiday.

- 12.3 In order to qualify for pay on an unworked holiday, under 12.1 above, an employee must work a full eight (8) hour shift or be on paid annual leave, bereavement leave, jury duty, or compensatory time on the last scheduled work day prior to the day the holiday is observed, and the first scheduled work day subsequent to the day on which the holiday is observed.
- 12.4 If an employee is absent on authorized sick leave on either or both days stated in 12.3 above, the employee may qualify for holiday pay for holidays which occur during the first two weeks of such an absence, by presenting a medical doctor's certificate or other satisfactory evidence that the employee was unable to work due to illness on the day(s) specified.

- 12.5 In the event that an employee is required to work on any of the said holidays, the employee shall be compensated at time and one-half for hours worked, in addition to holiday pay, if he/she is eligible and otherwise meets all requirements of this article.

ARTICLE XIII

PAID VACATIONS

- 13.1 All provisions of this ARTICLE XIII apply only to full-time employees.

Full-time employees covered by this agreement employed by the District on an uninterrupted basis including paid leaves of absence shall accrue annual leave monthly during the period of July 1 to June 30 at the rate of 1/12th of the annual leave days to which the employee is entitled according to the following:

After one (1) year of Service:	Two (2) weeks;
After five (5) years of Service:	Three (3) weeks;
After twelve (12) years of Service:	Four (4) weeks;
After twenty (20) years of Service:	Five (5) weeks.

On June 30 of each year, any unused accrued annual leave days in excess of the number of annual leave days to which the employee is entitled shall be forfeited. If, in the judgement of the Director of Plant Operations, due to District action an employee, despite having made good faith efforts, was unable to utilize accrued annual leave days prior to June 30, such forfeiture shall not apply.

- 13.2 Request for vacation and personal time during the first full week before the opening day of school, or the remainder of the week in which school opens, excluding the Friday before Labor Day, shall only be considered within 48 hours of the requested day(s).
- 13.3 The District reserves the right to limit the number of employees to be on vacation during any one period. All annual days shall be scheduled with the approval of the Director of Plant Operations or his/her designee. All requests for vacation time shall be received by the Director of Plant Operations at least 24 hours in advance of the requested day(s) for approval, except Monday vacations which will require notice by 3:00 pm on the preceding Friday.
- 13.4 Any employee who is laid off, dies, resigns, retires or is terminated, shall be entitled to accrued vacation pay in accordance with the eligibility requirements contained in this Agreement, prorated to the date his/her active employment ceases. Any accrued vacation pay to which an employee may be entitled on the date of his/her death will be paid to his/her estate.
- 13.5 In the event of a prolonged absence because of illness in excess of one (1) month, new vacation accumulation will be allowed only for the first month of such absence.

ARTICLE XIV

PAID SICK LEAVE

- 14.1 Sick leave for employees covered by this Agreement shall accumulate at the rate of:

ten (10) hours for full-time employees per calendar month on the active payroll;
one and one-third (1.33) hours for part-time employees per calendar month on the active payroll;
eight (8) hours for school year employees per calendar month on the active payroll;

cumulative to a maximum of:

nine hundred sixty (960) hours for full-time employees;
one hundred twenty (120) hours for part-time employees;
six hundred seventy (670) hours for school-year employees;

commencing at the end of the employee's probationary period.

- 14.2 In the event of a prolonged absence because of illness in excess of one (1) month, additional sick leave accumulation will be allowed only for the first month of such absence.
- 14.3 An employee is not entitled to payment for sick leave until completion of the probationary period and such payments may not be applied retroactively.
- 14.4 Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only in the case of necessity and actual sickness or disability of the employee, the employee's spouse/domestic partner or children or to take physical and dental examinations or other sickness prevention measures. An employee establishing a pattern of sick leave usage will be required to meet with the Employer and the Union to resolve the matter. After meeting, if the employee continues to utilize sick leave similar to the pattern, the District may request the employee to provide a doctor's certificate that the employee was unable to report to work on the day in question due to an illness or injury. The medical documentation will be accepted as a valid excused absence. In the event the pattern continues after the parties' meeting, such misuse may result in progressive disciplinary action in accordance with Article 4.6 and 4.7. The process and progressive discipline shall reset after two (2) years for the most recent occurrence. Meetings with the District and employee will be reduced to writing.
- 14.5 An employee must notify the Plant Operations Office prior to starting time, in order to draw sick leave pay. In order to qualify for paid sick leave of three (3) consecutive work days or more, an employee must present a doctor's certificate or other satisfactory evidence to the Director of Human Resources. Said certificate shall state that the employee was unable to work due to illness during the period claimed.
- 14.6 All full-time employees may use four (4) days of sick leave per contract year for personal business which cannot be accomplished on off-duty hours. All school year employees may use three (3) days of sick leave per contract year for personal business which cannot be accomplished on off-duty hours. Notification of intent to utilize a "personal day" must be provided to the Plant Operations Office no later than sixteen (16) hours prior to the "personal day", unless due to an emergency. Employees whose normal work schedule includes a Sunday shall be entitled to an additional personal day.
- 14.7 Upon retirement or resignation after ten (10) years of continuous employment, an employee shall be paid for all sick leave accrued but not taken at the rate of 50% of the employee's wage rate at the time of the retirement or resignation; and a rate of 40% for those hired after November 1, 2019.
- 14.8 The Nashua School District will abide by the requirements of the Family Medical Leave Act as may be amended from time to time. The current School District Policy based on the Federal FMLA Guidelines is attached as Appendix G. If these Guidelines are amended the District will incorporate the changes into the attachment and will send a copy of the revised policy to the address on record of each bargaining unit member. The definitions included are for clarification purposes only, and do not constitute policy. Should there be a conflict between the language in these definitions and the language in the Federal Guidelines, then the language in the Federal Guidelines will take precedent.
- 14.9 If an employee calls out sick but has no available sick leave, in addition to any discipline, the time off will automatically be deducted from the employee's vacation time, if any.

ARTICLE XV

WORKER'S COMPENSATION

- 15.1 An employee absent from work as a result of a work related injury or illness occurring during employment, and who receives worker's compensation benefits shall be paid by the District, the difference between the employee's normal weekly salary (including all benefits) and the amount the employee receives as worker's compensation benefits.
- 15.2 It is intended that no employee shall receive for each week of absence more than the amount of his/her regular weekly salary. Any excess amount received shall be forthwith returned to the District.

- 15.3 Absences under this provision shall be charged to the employee's accumulated sick leave on the basis of 40% of sick leave deducted for each day of absence pro-rated for part-time employees.
- 15.4 This supplemental benefit shall cease upon the exhaustion of the employee's sick leave entitlements as described above.
- 15.5 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 leave days shall be deducted from the employee's accumulated sick leave.
- 15.6 An employee absent from work, due to a work-related injury, 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 is continually absent in accordance with guidelines set forth in NH RSA 281-A:25a as amended, whichever is sooner.

ARTICLE XVI

BEREAVEMENT LEAVE

- 16.1 Full-time 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) and up to five (5) days bereavement leave with pay for absence due to each death of other "immediate family", except spouse or child. Immediate family shall include: mother, father, brother, sister, and up to three (3) days bereavement leave with pay for absence due to each death of other family members. Other family members shall include father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

Bereavement leave may be taken intermittently from the time of death or at the time of the funeral/memorial service. In all circumstances, bereavement leave must be taken no later than two (2) weeks following the date of the funeral/memorial service.

These same provisions for bereavement leave shall apply to school year employees when the death occurs during the school year and/or the employee is reporting work hours.

- 16.2 Full-time employees shall be entitled to take up to three (3) days total bereavement leave in any fiscal year for a death of a close relative of an employee for which there shall be no deduction in pay. "Close relative" shall include: aunt, uncle, niece, nephew, in-laws not included under (16.1), and close friends, provided the close friend lives in the employee's home.
- 16.3 In the event the death for which leave is taken occurs during a vacation period allowed under Article XIII and the full-time employee desires to take bereavement leave during that vacation period, the bereavement leave taken during the vacation period shall not be charged against the time allowed the full-time employee for the vacation allowed under Article XIII.

ARTICLE XVII

HEALTH INSURANCE

- 17.1 Starting with the city's next open enrollment period (May 2023), the Board shall provide upon the request of a member of the bargaining unit, the benefits of an individual, two-person or family coverage under one of the following plans offered by the City, if available, or a plan providing comparable benefits, if the following plan(s) are not available:
- (a) Point-of-Service Plan;
 - (b) HMO Plan; or
 - (c) High-Deductible Health Plan with Health Savings Account (HSA); and

(d) High-Deductible Health Plan without Health Savings Account (HSA).

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

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.

Any member of the bargaining unit requesting initial membership in a plan may enter during a specified enrollment period. Any eligible member desiring to select a different plan may make such a change only during the annual enrollment period. Eligible members moving into or out of an HMO or Point-of-Service Plan service area may change plans within a specified period after such move to the extent permitted by the plans.

The group health insurance of any member of the bargaining unit terminating employment with the District for whatever reason - resignation, retirement, lay-off, discharge or unpaid leave of absence other than sick leave - shall expire on the last day of the month following the month the member terminates employment with the District except that the group health insurance of members of the bargaining unit terminating their employment with the District at the conclusion of the school year shall expire on September 30 unless the member elects to terminate such insurance sooner.

For eligible members, the City shall contribute 70% of the premium for option (a) and 80% of the premium for option (b), (c), and (d). The cost share shall be the same for school year employees as it is for full time employees. For calculation purposes, school year employees shall pay their cost share based on 39 pay periods.

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.

The BOARD's contribution for part-time employees shall be based on the ratio of hours such employees are required to work to the number of hours full-time employees are required to work. In addition, such employees shall be required to pay the difference between 100% and the above Board contribution rates towards the cost of the health insurance premiums for the plan such part-time employees select.

Anthem HMO Plan shall have the following co-pays and deductibles:

- (a) Twenty-Five Dollars (\$25.00) per medical visit;
- (b) One Hundred Dollars (\$100.00) per emergency room visit;
- (c) One Thousand Five Hundred Dollars (\$1,500.00) Per Person, Three Thousand Dollars (\$3,000.00) Per 2-Person/Family Inpatient/Outpatient Facility Deductible; and
- (d) Three-Tier Pharmacy Benefit of \$10/\$30/\$50 – (\$20/\$60/\$100) Mail Order).

Anthem HDHP w/Health Savings Account (HSA)

- (a) Commitment to \$1,500.00 Single and \$3,000.00 for 2-person and family contribution to the HSA.
- (b) HSA contribution will be prorated based upon enrollment date – Employees who join the HDHP w/HSA at any time other than July 1 will receive a pro-rated City contribution of \$125 monthly for a single plan and \$250 monthly for 2-person or family plan for each full month remaining in that fiscal year; except that newly eligible teachers who enroll on October 1 will receive the full contribution.
- (c) Disbursement of HSA contribution in two installments (July and October). The Board's HSA contribution will be distributed in two (2) installments, one on or about July 1 and one on or about October 1, provided that if an employee is required to pay more towards his/her deductible than the initial 50% contribution, upon presentation of suitable documentation, the City will contribute the remaining 50% before October 1.

- 17.2 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 District's pre-employment or prior post-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 District will provide screening services required after employment but not before employment through the District's own agents.

- 17.3 The Board agrees to provide dental coverage for full-time and school year employees only. Additional dental coverage under two person or family rates may be purchased by the full time or school year employee at his/her own expense. Coverage will commence on the first day of the month following the completion of the probationary period. Such coverage is specified by the schedule of benefits in Appendix F. This coverage becomes effective as soon as practicable after the signing of the agreement by both parties.

Beginning in opening enrollment during year two (2) of the CBA, the Board will offer full-time and school-year employees who are eligible for dental insurance coverage a choice of coverage under either the existing Basic Dental Plan offered by the District or a Premium Dental Plan. Employees choosing the Premium Dental Plan must pay the additional premium cost in excess of the premium cost of a single-person plan under the existing Basic Dental Plan.

ARTICLE XVIII

LIFE/DISABILITY INSURANCE

- 18.1 For the full-time and school year employee, the District shall provide full payment of the cost of a term group life insurance policy in the amount of \$10,000.
- 18.2 Bargaining Unit Members (including-school year employees) will be eligible for Short Term Disability as outlined in Appendix H. This benefit will be paid for by the School District. The School District may change the plan utilized to cover this benefit, but doing so will not result in a reduction of current benefits. Any new plan must provide equal or greater coverage than the current plan. Effective upon the final execution of this current Agreement and going forward, the parties revoke the prior contractual provision that prevented newly hired Bargaining Unit Members from being eligible for Short Term Disability.

Employees who are out on Short-Term Disability at the conclusion of their FMLA period shall, at the employer's discretion, submit themselves to an independent medical examination by a duly-qualified health care provider chosen by the employer, at the employer's expense, to determine the employee's continued eligibility to remain on Short-Term Disability. If there is disagreement between the determination of eligibility made by the employee's duly-qualified health care provider and the determination of eligibility made by the duly-qualified health care provider chosen by the employer, the two (2) health care providers will confer and choose another duly-qualified health care provider whose determination of eligibility, made at the employer's expense, will be final and binding on all parties.

- 18.3 Bargaining Unit Members (including school year employees) will be eligible for Long Term Disability as outlined in Appendix 1. This benefit will be paid for by the School District. The School District may change the plan utilized to cover this benefit, but doing so will not result in a reduction of current benefits. Any new plan must provide equal or greater coverage than the current plan.
- 18.4 An employee must supplement disability compensation with use of any accrued benefits, including accrued vacation and sick leave. This requirement supersedes any prior agreement between the parties on this issue.

ARTICLE XIX

MILAGE AND TRADESMAN'S TOOLS

- 19.1 The District shall replace hand tools for employees who are required to provide such hand tools as stated in their job description, provided such hand tools are broken or lost while in the performance of duty for the District, and provided furthermore that the damage or loss of the hand tool is not attributable to the negligence of the employee. The replacement shall be as close as possible in type and quality as the tool which was broken or lost. The District shall not be liable for the replacement of hand tools which carry a lifetime warranty by the manufacturer. Employees shall take all reasonable steps to ensure the security of all tools in their possession.

- 19.2 The District agrees that employees using private automobiles or trucks on District business, at the request of the District, shall be reimbursed according to the following schedule:

Cumulative # of miles driven in the fiscal year	Cars	Trucks
	IRS Rate	IRS Rate plus \$.10 per mile

- 19.3 In the interest of being easily identifiable to the District's students, staff and the public all security monitor/guards shall wear uniform shirts and jackets issued to them by the District at district expense. The District shall provide six (6) shirts (short sleeve or long sleeve at employee option), a jacket or pullover upon request, and a winter coat for the security guard. The District shall be responsible for any repair or ongoing replacement of said uniform items.

ARTICLE XX

EDUCATIONAL BENEFITS

- 20.1 For the full-time employee the District agrees to provide the sum of \$1,000, and for the school year employee the sum of \$700, for each of the years covered by this Agreement, for the purpose of reimbursing 55% of the tuition cost and laboratory fees of courses which, in the opinion of the Chief Operating Officer, are both job-related and of benefit to the District. Availability will be made on a first-come, first-served basis, to those who make application for the benefits. Payment will be made on the furnishing of written evidence of satisfactory completion of the course. In the event an employee receiving educational reimbursement under this Article leaves the employ of the District on a voluntary basis within one year of completing the course, he/she will return to the District the 55% payment received.

- 20.2 The District agrees to provide employees the costs associated with their continuing education (classes and/or seminars) mandated by the State regulations associated with any requirements for them to renew their license.

The District agrees to reimburse members of the bargaining unit the cost of renewing their plumbing, gas fitters, CDL, and electrical licenses.

- 20.3 The District agrees to the training and renewal costs for the asbestos license as described below:
- a) There will be four (4) Bargaining Unit Members eligible for this stipend;
 - b) The process of asking Bargaining Unit Members will be in the following order:
 - a. Plumbers, Trades, Carpenter, HVAC and HVAC/Trades, Electrician, and Grounds.

The most senior person will be asked first in each group. It will then go to the next most senior person. It will continue to each group until all four (4) stipends are filled.

- 20.4 CDL License Training

The City will pay in advance all CDL training costs for bargaining unit members that are required to have CDL licenses.

ARTICLE XXI

REDUCTIONS IN STAFF

- 21.1 District Seniority will prevail in matters concerning staff reductions.

In case of a reduction of personnel, all part-time positions will be eliminated first. Then full-time employees with the least seniority shall be laid off next. If school year positions are eliminated those with the least seniority shall be laid off first, but school year employees may not bump full-time employees.

Laid off full-time employees will have the option of bumping by seniority if they are qualified for that position and hold the required certifications, permits, or licenses as outlined in Appendix B associated with that position. An employee must satisfactorily complete a thirty (30) day probationary period for the position he/she bumps into, during

which he/she must demonstrate the required qualifications for the position. Employees will maintain full bumping rights if removed from a probationary position.

The names of the employees laid off from the bargaining unit or bumped will be maintained on a recall list for five (5) years from the date of such layoff and such full-time employees will be offered their job title, if recalled.

If a laid off employee is notified by telephone, or by a letter sent certified mail to his/her last known address on the records of the District, to return to work, he/she must notify the District within five (5) days of his/her intention to comply or accept and must report to work within two (2) days of such notification, or he/she shall cease to have any rights based on seniority and shall be terminated.

ARTICLE XXII

JURY DUTY PAY

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

ARTICLE XXIII

MILITARY SERVICE

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

ARTICLE XXIV

EMPLOYEES AS CROSSING GUARD SUBSTITUTES

- 24.1. Employees may volunteer to serve as substitute crossing guards during their normal working hours. Management reserves the right to call upon volunteers from its list as it deems necessary to fill morning and/or afternoon posts in the least disruptive and most expeditious manner. Volunteers in the facility requiring crossing guard substitute(s) shall have preference for coverage. Should there be no volunteer from a facility requiring a crossing guard, and the school District wishes to call upon a volunteer for substitute coverage, coverage for that post shall generally be filled on a rotating basis, allowing all interested volunteers the ability to cover. The decision to bypass an employee shall not be arbitrary and/or capricious. The bypassed employee shall be entitled to the next crossing post. An employee may add or remove his/her name from the voluntary crossing guard substitute list at any time.
- 24.2 Bargaining unit employees may not be employed as crossing guards on a regular basis outside of their normal working hours. This article shall not apply to the classification of Outside Security Guard. Any employee filling a crossing guard post outside of their normal shift shall be paid for all hours worked, with a minimum of one (1) hour, at the rate of time and one half.
- 24.3 An employee volunteering as a substitute crossing guard shall be compensated at a rate equal to \$12.35/hour or the hourly rate of a crossing guard, whichever is greater, with a guaranteed one-hour minimum per morning or afternoon post in addition to his/her hourly rate during his/her regular shift.
- 24.4 The District shall annually provide all interested employees with hands-on training in the duties of a crossing guard conducted by a trained instructor. Volunteers will be fully oriented to the duties of a crossing guard by the administration prior to being placed on the volunteer list. The District shall assure each volunteer has access to a vest and rain gear and any equipment required to accomplish the duties of a crossing guard.
- 24.5 The District shall continue to maintain a list of available substitute crossing guards recruited from outside the bargaining unit, and will continue to seek employees outside the bargaining unit as an alternative resource.

- 24.6 The School District retains the right to make employees aware of opportunities for serving as substitute crossing guards. However, no employee shall be pressured to serve as a substitute by management staff.
- 24.7 Employees are on official duty when traveling to and from a crossing post.
- 24.8 Volunteers shall be indemnified for damages as provided for in state and local statutes.

ARTICLE XXV

NEGOTIATIONS AND PRINTING OF AGREEMENT

- 25.1 Up to five (5) employees shall be allowed reasonable time off during regular working hours, without loss of pay, for the purpose of collective bargaining. No overtime or other premium pay shall be paid for time spent in collective bargaining.
- 25.2 Negotiations shall be conducted in accordance with N.H. RSA 273-A.
- 25.3 The District agrees to pay for the cost of printing copies of this Agreement for each employee. The Union agrees to distribute a copy of this Agreement to each employee presently employed by the District and to each new employee employed by the District.

ARTICLE XXVI

CONFORMITY TO LAW AND SAVING CLAUSE **SETTLEMENT OF DIFFERENCES BY PEACEFUL MEANS**

- 26.1 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, and the parties agree to negotiate on the stricken provision immediately thereafter.
- 26.2 The Union and the District agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The 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. The District agrees that it will abide by the terms of N.H. RSA 273-A(f).

ARTICLE XXVII

JOINT LABOR/MANAGEMENT COMMITTEE

- 27.1 The intent of this committee is not to handle grievances. A joint labor/management committee shall be formed to discuss matters of mutual interest. Membership shall consist of up to four (4) members of management, including the Chief Operating Officer, Director of Plant Operations, and Plant Operations supervisory staff; and up to four (4) members of the Custodial Union as appointed by the Union. The Union may also have the Staff Representative present in addition to the four (4) members. Such committees shall be entitled to bring resource person(s) to any meeting. The committee shall meet on a monthly basis if there are items pending for discussion. Meetings shall be limited to two hours, unless an extension is mutually agreed to. Members of the Union may meet a half hour prior to the meeting. The parties will endeavor to be on time. The parties shall agree to an agenda and date for the next meeting during the last scheduled meeting.

If the parties mutually agree to discuss an issue that is grievable at the Joint Labor/Management Committee, the initial timelines for filing the grievance shall be waived until the item is removed from the Joint Labor/Management

Committee agenda by either party with written notice to the other, or after ninety (90) days from the date of the alleged grievance, whichever comes first.

ARTICLE XXVIII

MANAGEMENT RIGHTS

- 28.1 Except as otherwise expressly and specifically provided in this Agreement, the Union recognizes that the direction of the District operations; the determination of the methods and means by which such operations are to be conducted; the supervision, management and control of the District work force; the right to hire, promote, transfer, and layoff employees; the right, lawfully and for just cause, to demote, discipline, suspend or discharge employees; the right to determine the hours and schedules of work and the work tasks and standards of performance for employees and all other rights and responsibilities not specifically provided in this agreement, shall remain the function of Management, all in accordance with RSA Ch. 273-A. It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or other rights expressly and specifically provided in this Agreement are violated by Management.

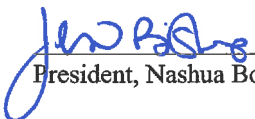
ARTICLE XXIX

DURATION OF AGREEMENT

- 29.1 On June 30, 2029 and on each June 30th thereafter, this Agreement shall be deemed renewed and extended for the ensuing year, unless one hundred twenty (120) calendar days or more prior to such date, either party shall have delivered to the other, notice of its desire not to have the agreement in its then form renewed. Such notice shall be deemed delivered when mailed, postage prepaid, addressed to the last address of the addressee which is known to the sender of this notice. If such notice shall be sent and the parties shall negotiate for a new agreement or modification thereof, the terms hereof shall continue to apply until the new or modified agreement is executed.

Dated July 22, 2025

Approved as to form and execution:



President, Nashua Board of Education



Clerk, Nashua Board of Education



Executive Vice President, AFSCME Local 365/Council 93



AFSCME Negotiating Team Member



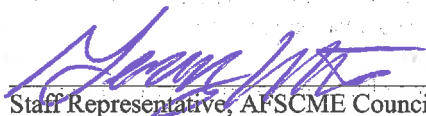
AFSCME Negotiating Team Member



AFSCME Negotiating Team Member



AFSCME Negotiating Team Member



Staff Representative, AFSCME Council 93

APPENDIX A

CUSTODIAL, MAINTENANCE, AND SECURITY GRADES

The Custodial and Maintenance grades of the job titles of employees covered by this Agreement are as follows:

- GRADE 1: CUSTODIAN, (Full-time); CUSTODIAN (Part-time); SECURITY MONITOR, SECURITY GUARD.
- GRADE 2: HEAD CUSTODIAN, ELEMENTARY; ASSISTANT HEAD CUSTODIAN (1st OR 2ND SHIFT MIDDLE SCHOOL AND HIGH SCHOOL); ASSISTANT HEAD CUSTODIAN (3RD SHIFT HIGH SCHOOL).
- GRADE 3: GROUNDSKEEPER, DELIVERY PERSON
- GRADE 4: HEAD CUSTODIAN, MIDDLE SCHOOL.
- GRADE 5: HEAD CUSTODIAN, HIGH SCHOOL; ASSISTANT GROUNDS FOREMAN; PLUMBER I; ELECTRICIAN I.
- GRADE 6: GROUND'S FOREMAN; TRADESMAN; ALARM TECHNICIAN; CARPENTER.
- GRADE 7: HVAC MECHANIC; HVAC MECHANIC/TRADESMAN (HIGH SCHOOL).
- GRADE 8: ELECTRICIAN; PLUMBER.

APPENDIX B

REQUIRED CERTIFICATIONS, PERMITS OR LICENCES

<u>POSTION</u>	<u>REQUIRED CERTIFICATIONS, PERMITS OR LICENSES:</u>	<u>REQUIRED BY:</u>
Electrician:	Master Electrician License	Upon Hiring
Plumber:	Master Plumber License	Upon Hiring
	Gas fitters Licence	Upon Hiring
HVAC Technician:	Gas Fitters Licence	Upon Hiring
	CFC Recovery License	Upon Hiring
Alarm Technician:	Journeyman Electrician License	Within One Year of Hiring
Grounds Foreman:	Commercial Driver's License, Level A	Within One Year of Hiring
Assistant Grounds Foreman:	Commercial Driver's License, Level A	Within One Year of Hiring
Groundskeepers:	Commercial Driver's License, Level B	Within One Year of Hiring
Maintenance Personnel	Asbestos Cerification/License	Not Required*

These licensing requirements shall be viewed as a condition for continued employment as set forth above.

Appendix B will apply only to new employees hired into one of the above positions after February 24, 1999.

*This stipend is not a job requirement but a compensated benefit.

APPENDIX C

HOURLY WAGE RATES

All bargaining unit members will receive retroactive pay back to July 1, 2025, if the new wage scale rates are not implemented by July 1, 2025. Retroactive pay will include all regular wages, overtime wages, holiday pay, and any other wages earned during that period.

25 Cents Between Steps	<u>3.0 % COLA Increase 07/01/2025</u>			
	<u>Start</u>	<u>10 Year</u>	<u>15 Year</u>	<u>20 Year</u>
Grade 1	21.40	21.65	21.90	22.15
Grade 2	24.36	24.61	24.86	25.11
Grade 3	25.44	25.69	25.94	26.19
Grade 4	28.88	29.13	29.38	29.63
Grade 5	29.05	29.30	29.55	29.80
Grade 6	29.80	30.05	30.30	30.55
Grade 7	36.79	37.04	37.29	37.54
Grade 8	37.88	38.13	38.38	38.63

25 Cents Between Steps	<u>3.0 % COLA Increase 07/01/2026</u>			
	<u>Start</u>	<u>10 Year</u>	<u>15 Year</u>	<u>20 Year</u>
Grade 1	22.04	22.29	22.54	22.79
Grade 2	25.09	25.34	25.59	25.84
Grade 3	26.21	26.46	26.71	26.96
Grade 4	29.75	30.00	30.25	30.50
Grade 5	29.93	30.18	30.43	30.68
Grade 6	30.70	30.95	31.20	31.45
Grade 7	37.89	38.14	38.39	38.64
Grade 8	39.01	39.26	39.51	39.76

25 Cents Between Steps	<u>3.0 % COLA Increase 07/01/2027</u>			
	<u>Start</u>	<u>10 Year</u>	<u>15 Year</u>	<u>20 Year</u>
Grade 1	22.69	22.94	23.19	23.44
Grade 2	25.85	26.10	26.35	26.60
Grade 3	26.99	27.24	27.49	27.74
Grade 4	30.65	30.90	31.15	31.40
Grade 5	30.82	31.07	31.32	31.57
Grade 6	31.61	31.86	32.11	32.36
Grade 7	39.04	39.29	39.54	39.79
Grade 8	40.18	40.43	40.68	40.93

25 Cents Between Steps	<u>3.0 % COLA Increase 07/01/2028</u>			
	<u>Start</u>	<u>10 Year</u>	<u>15 Year</u>	<u>20 Year</u>
Grade 1	23.38	23.63	23.88	24.13
Grade 2	26.62	26.87	27.12	27.37
Grade 3	27.80	28.05	28.30	28.55
Grade 4	31.56	31.81	32.06	32.31
Grade 5	31.74	31.99	32.24	32.49
Grade 6	32.56	32.81	33.06	33.31
Grade 7	40.20	40.45	40.70	40.95
Grade 8	41.39	41.64	41.89	42.14

During the initial probationary period in the School District, the wage rate will be 5% less than the established rate for the applicable position. For custodians only, the wage rate will be \$2.00 less than the established rate for the applicable position during the initial probationary period.

A \$.20 per hour night shift differential will be paid to custodial personnel who begin a shift at 9:00 p.m. or later, or for all scheduled hours of custodial personnel whose regular weekly shift includes Saturdays and Sundays.

A \$.20 per hour differential will be paid to employees up through Grade 8 who hold required licenses, permits or certificates as set forth in Appendix B.

An additional \$.10 per hour differential will be paid to employees required to hold a gas fitters' license once the license is obtained.

Part-time hourly rates will also be consistent with the new step schedule (i.e., years of part-time service will determine placement on the step schedule).

A \$.20 per hour differential will be paid to all personnel who hold an asbestos certification/license.

An \$0.65/hour differential will be paid to those employees required by the District to get a CDL B license.

An \$0.90/hour differential will be paid to those employees required by the District to get a CDL A license.

APPENDIX D

OFFICIAL GRIEVANCE FORM

AFSCME LOCAL _____
STEP _____



OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____
CLASSIFICATION _____
WORK LOCATION _____ IMMEDIATE SUPERVISOR _____
TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

APPENDIX E

AUTHORIZATION FOR UNION DUES DEDUCTION FORM

AFSCME STRONG

AFSCME Council 93

☒ **Yes! I am AFSCME Strong.**
I want a strong voice at work and in my community

Yes, sign me up to:

- ☒ Talk to colleagues at work about AFSCME
- ☒ Make phone calls to AFSCME members for campaigns
- ☒ Knock AFSCME member doors during campaigns

Membership Application

American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

☐ New Member

PLEASE PRINT LEGIBLY.

☐ Re-commit

Local Number	Employer	
Last Name	First Name	M.I.
Street Address		Apt. No.
City	State	ZIP Code
SSN (last four digits)	Employee ID #	Job Title
Cell Phone	Personal E-mail Address	
By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.		
Signature	Date	

Contribution Form

AFSCME PEOPLE
Become a PEOPLE MVP for \$8.35/ month (\$100 annually)



I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O.

Deduction Per Pay Period

☐ \$5 ☐ \$10 ☐ \$15

☐ Other \$_____ each pp

Circle jacket size.
S M L XL 2XL Other _____

For Office Use Only

☐ JACKET RECEIVED

Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution

or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Signature

Date

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

PLEASE PRINT LEGIBLY.

Last Name	First Name	M.I.
Street Address		Apt. No.
City	State	ZIP Code
SSN (last four digits)	Employee ID #	Occupation
Local Number	Employer	
Cell Phone	Home Phone	
By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.		
Personal E-mail Address		



APPENDIX E-1

AUTHORIZATION FOR AGENCY FEE DEDUCTION FORM

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO
8 Beacon Street • Boston, MA 02108 • Tel (617) 367-6000

F-101

AUTHORIZATION FOR PAYROLL DEDUCTION OF AGENCY SERVICE FEE

© AFSCME 274C

BY: _____
(Name of Employee - Please Print)

TO: _____
(Name of Employer - Please Print)

EMPLOYER'S COPY

EFFECTIVE _____, I hereby request and authorize you to deduct from my earnings
(Date)
each _____ the amount of \$ _____. This amount shall be paid to the treasurer of
(Payroll Period)
AFSCME Council 93 and represents payment of my Agency Service Fee. I further authorize any
change in the amount to be deducted which is certified by the above-named employee
organization as a uniform change in its Agency Service Fee structure.

Date _____ Signature _____

Street _____ Home Tel. # (_____) _____

City _____ State _____ Zip _____

Dept/Div/Facility _____

Work Location _____

Job Title _____ Job Code _____

Unit # _____ Employee Payrol # _____

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO
8 Beacon Street • Boston, MA 02108 • Tel (617) 367-6000

F-101

AUTHORIZATION FOR PAYROLL DEDUCTION OF AGENCY SERVICE FEE

© AFSCME 274C

BY: _____
(Name of Employee - Please Print)

TO: _____
(Name of Employer - Please Print)

LOCAL COPY

EFFECTIVE _____, I hereby request and authorize you to deduct from my earnings
(Date)
each _____ the amount of \$ _____. This amount shall be paid to the treasurer of
(Payroll Period)
AFSCME Council 93 and represents payment of my Agency Service Fee. I further authorize any
change in the amount to be deducted which is certified by the above-named employee
organization as a uniform change in its Agency Service Fee structure.

Date _____ Signature _____

Street _____ Home Tel. # (_____) _____

City _____ State _____ Zip _____

Dept/Div/Facility _____

Work Location _____

Job Title _____ Job Code _____

Unit # _____ Employee Payrol # _____

APPENDIX F

DENTAL INSURANCE SCHEDULE OF BENEFITS

Coverage A - 100%

Diagnostic:

Initial examination

Examinations once in a 6 month period

X-Rays - full-mouth/panorex X-rays once in a 3 year period, bitewing X-rays once each 12 month period, X-rays of individual teeth as necessary

Preventive:

Cleanings once in a 6 month period

Flouride once in a 12 month period to age 19

Space maintainers

Coverage B - 60%

Restorative:

Fillings

Oral Surgery:

Surgical and routine extractions

Endodontics:

Root canal therapy

Periodontics:

Treatment of gum disease

*Periodontal prophylaxis (cleaning)

Denture Repair:

Repair of removable denture

Emergency Treatment

*Note: Only one cleaning is covered in a 6 month period. This can be routine (Coverage A) or Periodontal, but not both.

Contract Year Maximum: \$750 per person per contract year.

APPENDIX F-1

PREMIUM DENTAL INSURANCE SCHEDULE OF BENEFITS

To be implemented in second year of Contract (*employee to pay difference in plan premiums*)

Coverage A - 100%

Diagnostic:

Initial examination

Examinations twice in a 12-month period

X-Rays - full-mouth/panorex X-rays once in a 3-year period, bitewing X-rays once each 12-month period, X-rays of individual teeth as necessary, brush biopsy once in a 12-month period

Preventive:

Four (4) cleanings in a 12-month period

Fluoride twice in a 12-month period to age 19

Space maintainers to age 16

Sealant application to permanent molars, once in 3-year period per tooth for children to age 19

Coverage B - 85%

Restorative:

Amalgam (silver) Fillings

Resin restorations on anterior teeth and buccal surface of bicuspids only

Oral Surgery:

Surgical and routine extractions

Endodontics:

Root canal therapy

Periodontics:

Treatment of gum disease

Periodontal maintenance (cleaning)

Clinical crown lengthening once per tooth per lifetime

Denture Repair:

Repair of removable denture

Emergency Palliative Treatment

Coverage C - 70%

Prosthodontics:

Removable and fixed partial dentures (bridge); complete dentures

Rebase and reline (dentures)

Crowns

Onlays

Implants

Occlusal Guards. Once in a five-year period

Coverage D - 50%

Orthodontics:

Correction of malposed (crooked) teeth for dependent children to age 19 (Lifetime max. \$2000/person)

Contract Year Maximum: \$2000 per person per contract year.

APPENDIX G

FAMILY MEDICAL LEAVE

The District provides eligible employees with job protected leave for family and medical circumstances in accordance with the Federal and Medical Leave Act of 1993, as amended (“Act” or “FMLA”). This policy summarizes the key provisions of the Act as it applies to eligible employees of the School District. Employees should consult Human Resources and the Act for more specific definitions and criteria for use. It is not the intent of this Policy to provide additional or different provisions than those specified in the Act and its implementing regulations.

Employee Eligibility

An employee is eligible for Family or Medical Leave if the employee has been employed for the past twelve months and has worked at least 1,250 hours during the prior twelve months. Time spent by an employee fulfilling military service obligations (National Service or Reserves) is counted in meeting hours of employment.

Qualifying Events

Family medical leave shall be provided:

1. For birth of a son or daughter, and to care for the newborn child,
2. For placement with the employee of a son or daughter for adoption or foster care,
3. To care for the employee’s spouse, son, daughter, or parent with a serious health condition,
4. Because of a serious health condition that makes the employee unable to perform the functions of the employee’s job,
5. Because of any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) and
6. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member in support of a contingency operation.

Leave Time Available

The Nashua School District recognizes that eligible employees have access to unpaid, job protected family and medical leave for up to twelve (12) weeks during a specified twelve (12) month period. The specified twelve (12) month period as provided for by FMLA is the “rolling” 12-month period measured backward from the date the employee uses any FMLA leave.

Concurrency and Use of Leave Time

FMLA shall occur concurrently with any paid or unpaid leave granted pursuant to any collective bargaining agreement or Board approved leave policy. The District requires an employee to use accrued leave time, including sick, vacation, personal, compensatory or time approved from the Sick Bank consistent with the applicable collective bargaining agreement or School District approved policy.

Additional District Required Documentation and Procedures

The District requires medical certification from a health care provider using the respective Department of Labor forms. The District may deny FMLA leave if the applicable form is incomplete or the information provided is insufficient.

Posting Notice

The District shall post a notice prepared or approved by the Secretary of Labor stating the pertinent provisions of the Family and Medical Leave Act, including information concerning the enforcement of the Act.

APPENDIX H

SHORT-TERM DISABILITY INCOME PROTECTION INSURANCE

Short-Term Disability (STD). Full-time employees covered by this agreement who have been employed with the City for three (3) years on an uninterrupted basis except by reason of layoff, on the job injury or approve leave of absence, shall be covered for short term disability under a policy of insurance, the premium for which is to be fully paid by the City, subject to such eligibility requirements and other terms and conditions as the carrier may establish. The City reserves the right to change short term disability insurers to another commercially available program having overall comparability of coverage to that currently in effect on the date of execution hereof, or self insure said coverage. Employees are encouraged to maintain adequate sick and vacation balances to cover the elimination period for the short-term disability benefit in the event a claim is made.

Plan Description:

Weekly Benefit: 60% of weekly earnings to a maximum benefit of \$1,500 per week

Definition of Disability: Residual Disability

Elimination Period:

- Injury: 21 days
- Sickness: 21 days

Benefit Duration: 25 weeks

Standard Plan Features Included in Quote:

- ☐ Rehabilitation and Return to Work Assistance Program
- ☐ Guaranteed Insurability
- ☐ Full Maternity Benefits
- ☐ Minimum Weekly Benefit of \$25
- ☐ 12 Month Rehire Provision
- ☐ Standard Exclusions
- ☐ Comparative Reporting and Analysis

Optional Plan Features Included in Quote:

- 30-Day Recurrent Disability

General Information Regarding Benefit Taxability:

In general, the STD weekly payment will be taxable:

- ☐ If the Employer pays the premiums and employees' salaries are not grossed-up to include premiums as taxable income.
- ☐ If the Employees pay premiums with **pre-tax** dollars.
- ☐ If Employees share payments of premiums with the employer, a portion of the benefits will be taxed.

In general, the STD weekly payment will not be taxable:

- ☐ If Employees pay premiums with **post-tax** dollars.
- ☐ If the Employer pays the premiums and employees' salaries are grossed-up to include premiums as taxable income.

APPENDIX I

LONG-TERM DISABILITY INCOME PROTECTION INSURANCE

Long-Term Disability (LTD). Full time employees covered by this agreement who have been employed with the City for three (3) years on an uninterrupted basis except by reason of layoff, on the job injury or approve leave of absence, shall be covered for long term disability under a policy of insurance, the premium for which is to be fully paid by the City, subject to such eligibility requirements and other terms and conditions as the carrier may establish. The City reserves the right to change long term disability insurers to another commercially available program having overall comparability of coverage to that currently in effect on the date of execution hereof, or self insure said coverage. Employees are encouraged to maintain adequate sick and vacation balances to cover the elimination period for the long-term disability benefit in the event a claim is made.

Unum's Group Long Term Disability Income Protection Offering is designed to help the employer:

- ☐ Provide sound financial protection in the event of a disability
- ☐ Increase productivity and performance
- ☐ Meet diverse employee needs at every life stage
- ☐ Attract and retain skilled employees

Plan Description:

Monthly Benefit: 60% of monthly earnings to a maximum benefit of \$5,000 per month.

Definition of Disability:

- ☐ 2-Year Regular Occupation
- ☐ Zero-Day Residual
- ☐ Accelerated Elimination Period
- ☐ Work Incentive Benefit during the first 12 months of disability payments

Elimination Period:

- ☐ 180 Days
- ☐ 30-Day Accumulation Feature

Benefit Duration: To age 65/Reducing Benefit Duration (ADEA I)

Social Security Integration: Primary and family

General Information Regarding Benefit Taxability:

In general, the LTD monthly payment will be taxable:

- ☐ If the Employer pays the premiums and employees' salaries are not grossed-up to include premiums as taxable income.
- ☐ If the Employees pay premiums with pre-tax dollars.
- ☐ If Employees share payments of premiums with the employer, a portion of the benefits will be taxed.

In general, the LTD monthly payment will not be taxable:

- ☐ If Employees pay premiums with **post-tax** dollars.
- ☐ If the Employer pays the premiums and employees' salaries are grossed-up to include premiums as taxable income.