

For the Board:
PLP 12/15/21

HUDSON SCHOOL BOARD'S
TENTATIVE AGREEMENT
WITH HUDSON FEDERATION OF PSRP'S, AFT LOCAL #6245

December 6, 2021

The School Board makes the following tentative agreement with the Union. This tentative agreement calls for no changes to the contents of the parties' 2018-2022 collective bargaining agreement, except for the sections that are expressly referenced herein. Proposed new language is identified in *bold italics*, proposed deletions are identified by ~~strikeouts~~.

ARTICLE 4
DUES DEDUCTION

- 4.1 The Board agrees to deduct Federation dues ~~and agency fee~~ in equal payments when properly notified by the Federation by means of a signed authorization form provided by the Federation for each unit employee so desiring such deduction. Such deduction authorization will be continued each year and thereafter unless notification is received in writing by the Union between June 1st and June 15th of each school year. The Board also agrees to forward any and all such funds to the Treasurer of the Federation on a monthly basis along with a record of such deductions.
- 4.2 ~~All employees shall join the exclusive bargaining representative organization or pay to the exclusive bargaining representative, an annual service fee not greater than the amount of dues uniformly required of members of the exclusive bargaining representative organization, except as modified in this article.~~
- 4.3 The Union shall indemnify and hold the Board, the District, their officers and agents harmless in any and all disputes, claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of or be by reason of, the matter of deductions and/or a result of the negotiation of or the administration of the provisions of this article.

ARTICLE 5
WORK POLICY AND REGULATIONS

Section 3: ~~Employee~~ *Personnel Files*

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

No material derogatory to an employee's conduct, service, character, or personality shall

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be placed in the file by an administrator unless the employee has had the opportunity to read the material. The employee shall acknowledge that he/she has read the material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.

ARTICLE 10
VACANCIES, TRANSFERS, AND ASSIGNMENTS

10.2 Notice of any bargaining unit vacancies (including newly created positions) shall be posted ~~on the official Union bulletin board at each work location~~ **electronically** and in ~~the main office of each school~~ for at least five (5) business days prior to filling the position. During the months of July and August, all vacancies shall be posted at the main lobby of the SAU office. The posting shall state the specific position to be filled, hours of work, qualifications, starting date, and other relevant information. Employees who are interested in being assigned to another position shall direct their application to Human Resources or to the individual identified in the job posting.

10.4 A vacant position in Food Service may not be filled by substitutes for more than (30) work-days per vacancy, unless the ~~substitution is~~ **substitutes are** replacing an employee on medical leave. If the District is unable to meet this deadline, it will notify the Federation President.

ARTICLE 11
WAGES AND HOURS

Section 1:

11.1.6 **METHOD OF PAYMENT**

Employees ***paid on an equalized or "balanced pay" basis as of June 30, 2022***, at their option, shall be paid in one of the following manners:

- (a) Anticipated annual wages, divided by 26, which equals 25 bi-weekly checks, and one reconciliation payment. It is understood that present practice is to combine

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- the final five bi-weekly paychecks into one “balloon” payment that is issued before the end of the fiscal year (June 30).
- (b) Anticipated annual wages, divided by 21, which equals 20 bi-weekly checks plus one reconciliation payment, or
 - (c) Full pay for hours actually worked in a pay period, paid at regular intervals not to exceed 14 days.

Reconciliation payments under options (a) and (b), above, may result in a paycheck of less than the equal pay amount, to a possible zero balance, being due to the employee. Employees must specify their choice in writing prior to the first payroll period on a form provided by the School District. If employees fail to specify their choice, they shall be paid as is described in paragraph (a), above. A reconciliation payment shall be calculated as a final payment for any employee being paid on an equal pay basis who, for whatever reason, leaves employment before the end of the contract year.

Once an employee elects the option of full pay for hours actually worked in a pay period, as provided in paragraph (c) above, they shall be prohibited from selecting a balanced pay option under paragraphs (a) or (b) in any future year. Prior to making this election an employee shall be advised in writing and indicate by signature they understand they could not return to balanced pay.

All employees hired on or after July 1, 2022 shall receive full pay for hours actually worked in a pay period, paid at regular intervals not to exceed 14 days.

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

11.1.10 Para-educator II Certification

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

11.1.11 ~~Employees holding the credential of Registered Behavior Technician (RBT) shall be paid an additional \$0.25 per hour.⁺ Employees attaining the RBT credential must notify the Human Resources Department as a condition precedent for this wage adjustment to~~

⁺It is understood that such credentialing is issued per the Behavior Analysis Certification Board (BACB) after 40 hours of training, and passing of the RBT competency assessment and RBT exam. RBT's are also required to annually pass the RBT Competency Assessment and complete a renewal, as determined by the BACB.

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~~be effective. Failure to maintain the credential shall result in loss of the \$0.25 adjustment in pay. This provision shall expire as of June 30, 2022 and shall not be subject to the status quo doctrine.~~

Employees whose regular assignment for the school year is as a Special Program Paraeducator in one of the programs listed below will receive a \$500 annual stipend, payable in two \$250 installments, one payment as of the first payroll in December and the other payment as of the first payroll in June.

The following programs qualify:

*ABA
Intensive Needs
Paths*

In the event there is a unique circumstance other than the above programs, the Superintendent shall review the request and determine if the assignment is eligible for the additional pay. The decision of the Superintendent is not grievable.

11.1.12 Longevity Pay

Paraeducators and LPNs who have completed the following years of service in the District shall be paid a lump sum payment for longevity at the completion of each school year in which it was earned:

<i>15-19 years of service completed</i>	<i>\$500</i>
<i>20-24 years of service completed</i>	<i>\$750</i>
<i>25-30 years of service completed</i>	<i>\$1,000</i>
<i>31+ years of service completed</i>	<i>\$1,500</i>

**ARTICLE 13
LEAVES OF ABSENCE**

Section 3: Military Service

13.3.3 Notice of leave request: Any employee needing time away from work for service or training in the military must make the ~~superintendent~~ **Human Resources Department** aware of the need for leave as soon as written or verbal orders from the military are received. Such notice will be in writing and shall provide all pertinent information such as first day on leave and the anticipated return to work date. If an employee is seeking military leave for reserve training during the school year, s/he shall provide verification that such training could not otherwise occur during the summer recess period when school is not in session.

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13.3.4 Reinstatement to work: As soon as an employee on active duty has a return to work date, s/he must notify the ~~superintendent~~ **Human Resources Department** in writing. The District will reinstate the employee promptly in accordance with applicable law. Employees seeking reinstatement may be asked to provide documentation of the timeliness of the reinstatement request and/or the total time spent in active service (*i.e.*, for periods of service of 181 days or more, application for reemployment must occur within 90 days of release from duty).

Section 5: Medical Leave of Absence

An unpaid family and medical leave may be requested by an employee to care for; the employee's child upon birth, care for the employee's child upon adoption or foster care; an employee's parent, spouse, or child with a serious health condition; or, when an employee is unable to work because of a serious health condition.

Family and medical leave provides eligible employees with up to twelve weeks in any twelve month period of unpaid, job-protected leave for the above mentioned reasons. For family and medical leave under this section, the District and Employee shall follow the guidelines of the Family Medical Leave Act of 1993, except that for purposes of this section, "eligible " is defined as an employee working at least 900 hours or more hours per year, and has been employed by the District for the twelve months prior to the request for leave. If an employee is eligible for both family and medical leave under this section and FMLA leave, those leaves shall run concurrently. Furthermore, during the period of such leave of absence, the employee shall concurrently utilize all other leaves (paid or unpaid) which are available to the employee.

For purposes of this provision and calculating the use of twelve (12) weeks of medical leave of absence in a "year", year is defined as a July 1–June 30. There shall be no loss of benefits, seniority or any other provision of the collective bargaining agreement as the result of the use of this leave.

ARTICLE 14
INSURANCE

Section 1: Medical Insurance

14.1.1 For full-time employees the School District shall pay the following percentages of the annual premium for single-person, two-person, or family coverage under the Cigna SchoolCare Choice Fund Open Access Plus – Yellow Plan, Cigna SchoolCare Open Access Plus – Yellow Plan, or comparable plan chosen by the School District:

	<u>2018-22</u>	<u>2022-2023</u>	<u>2023-2024</u>
District	92%	92%	91%
Member	8%	8%	9%

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

~~14.1.3 Starting January 1, 2020, a high cost plan adjustment, if triggered under the Affordable Care Act, shall be applied as follows to the costs of the District and the full-time employee: The adjustment for high cost plan shall equal 40% of the excess of the plan's cost over \$850 per month (\$10,200 per year) for single coverage or over \$2,291.66 per month (\$27,500 per year) for two person or family coverage.² The employee shall be responsible for the first \$100.00 for a single coverage plan and the first \$200.00 for a two person or family coverage plan of the high cost plan adjustment. Any remaining portion of the high cost plan adjustment shall be shared equally (50/50) by the District and the employee.³~~

Section 4: Section 125 Plan

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

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

Any money remaining unused at the end of the claim submittal period under the plan

² ~~It is understood that the costs of \$850 per month (\$10,200 per year) for single coverage or over \$2,291.66 per month (\$27,500 per year) for two person or family coverage, referenced herein, are subject to adjustment under the provisions of the Affordable Care Act.~~

³ ~~Example A: Assume the annual premium for the selected plan with family coverage is \$28,000. The high cost plan adjustment is \$200 [40% x (\$28,000 - \$27,500)]. For the annual premium of \$28,000, the District will pay \$25,760 (92% x \$28,000), and the employee will pay \$2,440 (\$2,240 [8% x \$28,000] + \$200). Example B: Assume the annual premium for the selected plan with family coverage is \$29,000. The high cost plan adjustment is \$600 [40% x (\$29,000 - \$27,500)]. For the annual premium of \$29,000, the District will pay \$26,880 (\$26,680 + \$200), and the employee will pay \$2,720 (\$2,320 + \$200 + \$200).~~

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shall revert back to the District.

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

Section 5: AFLAC

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

ARTICLE 15
GENERAL AGREEMENT

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

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

Section 2: ~~Printing of the Copies of Agreement~~

- 15.2.1 ~~The Board and Federation agree to each pay 50% of the cost of printing copies of the Agreement in booklet form and to distribute copies of the Agreement to each member of the bargaining unit presently employed by the Board~~ *agrees to post a copy of this Agreement on the District's website.* The Board agrees to provide each new employee with a copy of this agreement in booklet form.

ARTICLE 18
DURATION OF AGREEMENT

- 18.1 This Agreement shall continue in force and effect from July 1, ~~2018~~ **2022** through June 30, ~~2022~~ **2024** or until a successor agreement is approved by the voters. Until a successor agreement is approved, the Board agrees to maintain the current wages, benefits and terms and conditions of employment as contained in the agreement recognizing that there will be no step advancement or earning additional years of service for purposes of longevity. The Board would not exercise any option provided by state law that would terminate the status of the local union and the terms of the collective bargaining agreement.

All other proposals, by either party, deemed withdrawn.

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APPENDIX B

WAGES FOR PART-TIME PARA-EDUCATORS

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

~~No employees shall receive step increases for 2018-19 contract term. All employees shall receive the following percentage increase in the hourly wage rate over the hourly wage rate received during the 2017-18 school year:~~

2018-19:

<u>Step</u>	<u>2018-20</u> <u>Paraeducator</u>	<u>2018-2020</u> <u>Paraeducator II</u> <u>Certification</u>	<u>2018-2020</u> <u>LPN</u>
0	\$13.68	\$14.24	\$15.84
1	\$14.18	\$14.71	\$16.33
2	\$14.60	\$15.12	\$16.75
3	\$15.52	\$16.04	\$17.67
4	\$16.15	\$16.68	\$18.30
5	\$16.76	\$17.28	\$18.91
6	\$17.37	\$17.91	\$19.53
7	\$18.02	\$18.54	\$20.16
8	\$18.66	\$19.19	\$20.81
9	\$19.26	\$19.78	\$21.41
10	\$19.95	\$20.48	\$22.09
11	\$20.83	\$21.36	\$22.97
12	\$21.71	\$22.23	\$23.85
13	\$22.26	\$22.79	\$24.41
14	\$22.54	\$23.08	\$24.69

~~2019-20: Employees who were not on the top step (Step 14) during 2018-19 school year shall receive a one-step increase for the 2019-20 contract year.~~

~~Employees who were on the top step (Step 14) in 2018-19 shall receive a 2.0% increase in their base pay.~~

~~No employees shall receive step increases for the 2020-21 contract term.~~

~~All employees shall receive the following percentage increase in the hourly rate over the hourly rate received during the prior school year:~~

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~~2020-21: 2.25%~~

<u>Step</u>	<u>2020-2022</u> <u>Paraeducator</u>	<u>2020-2022</u> <u>Paraeducator II</u> <u>Certification</u>	<u>2020-2022</u> <u>LPN</u>
0	-\$13.99	-\$14.56	-\$16.20
1	-\$14.50	-\$15.04	-\$16.70
2	-\$14.93	-\$15.46	-\$17.13
3	-\$15.87	-\$16.40	-\$18.07
4	-\$16.51	-\$17.06	-\$18.71
5	-\$17.14	-\$17.67	-\$19.34
6	-\$17.76	-\$18.31	-\$19.97
7	-\$18.43	-\$18.96	-\$20.61
8	-\$19.08	-\$19.62	-\$21.28
9	-\$19.69	-\$20.23	-\$21.89
10	-\$20.40	-\$20.94	-\$22.59
11	-\$21.30	-\$21.84	-\$23.49
12	-\$22.20	-\$22.73	-\$24.39
13	-\$22.76	-\$23.30	-\$24.96
14	-\$23.05	-\$23.60	-\$25.25

~~2021-22: Employees who were not on the top step (Step 14) during 2020-21 school year shall receive a one-step increase for the 2021-22 contract year.~~

~~Employees who were on the top step (Step 14) in 2020-21 shall receive a 2.5% increase in their base pay.~~

[See attached Para Wage Scales.]

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APPENDIX C

WAGES FOR FOOD SERVICE EMPLOYEES

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

	<u>2018-22</u>	<u>2022-23</u>	<u>2023-24</u>
Food Service Workers 1	\$10.78	\$11.75	\$12.50
Food Service Workers 2		\$12.25	\$13.00
Asst. Managers and Cooks	\$12.33	\$13.75	\$14.50
Elementary Managers	\$14.23	\$15.50	\$16.25
MS/HS Managers		\$16.00	\$16.75

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

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
	2.5%	2.75%	2.75%	2.75%
	<u>2022-23</u>	<u>2023-24</u>		
Food Service Workers 1	\$1.22	\$1.00		
Food Service Workers 2	\$1.72	\$1.00		
Asst. Managers and Cooks	\$1.42	\$1.00		
Elementary Managers	\$1.27	\$1.00		
MS/HS Managers	\$1.77	\$1.00		

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

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- (4) Food service employees who have completed the following years of consecutive service for the District shall receive the following additional wage increase to take effect the year following the completion of the anniversary year. Food service employees who have completed an anniversary prior to July 1st shall receive the applicable percentage increase, based upon their total years of service, in the following contract year.

<u>Completed Years of Service</u>	<u>Percentage Increase</u>
15	1.5%
20	2.0%
25	2.5%

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GRANDFATHERED STAFF SALARY SCHEDULE

	2021-2022	2022-2023	2023-2024
Para 1			
Steps			
0	13.99		
1	14.50	14.65	
2	14.93	15.15	15.30
3	15.87	15.58	15.80
4	16.51	16.52	16.23
5	17.14	17.16	17.17
6	17.76	17.79	17.81
7	18.43	18.41	18.44
8	19.08	19.08	19.06
9	19.69	19.73	19.73
10	20.40	20.34	20.38
11	21.30	21.05	20.99
12	22.20	21.95	21.70
13	22.76	22.85	22.60
14	23.05	23.41	23.50

Staff members on this schedule will receive 1 step each year of this contract
Anyone off-schedule in the 2021-22 school year, or who go off-schedule in any year
of this contract will receive a \$.65 increase to their hourly rate
No new staff members can be added to this scheduled at the commencement of this contract

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GRANDFATHERED STAFF SALARY SCHEDULE

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Para 2					
Steps					
0	14.56				
1	15.04	15.21			
2	15.46	15.69	15.86		
3	16.40	16.11	16.34		
4	17.06	17.05	16.76		
5	17.67	17.71	17.70		
6	18.31	18.32	18.36		
7	18.96	18.96	18.97		
8	19.62	19.61	19.61		
9	20.23	20.27	20.26		
10	20.94	20.88	20.92		
11	21.84	21.59	21.53		
12	22.73	22.49	22.24		
13	23.30	23.38	23.14		
14	23.60	23.95	24.03		

Staff members on this schedule will receive 1 step each year of this contract
Anyone off-schedule in the 2021-22 school year, or who go off-schedule in any year
of this contract will receive a \$.65 increase to their hourly rate
No new staff members can be added to this scheduled at the commencement of this contract

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GRANDFATHERED STAFF SALARY SCHEDULE

	2021-2022	2022-2023	2023-2024
LPN			
Steps			
0	16.20		
1	16.70	16.85	
2	17.13	17.35	17.50
3	18.07	17.78	18.00
4	18.71	18.72	18.43
5	19.34	19.36	19.37
6	19.97	19.99	20.01
7	20.61	20.62	20.64
8	21.28	21.26	21.27
9	21.89	21.93	21.91
10	22.59	22.54	22.58
11	23.49	23.24	23.19
12	24.39	24.14	23.89
13	24.96	25.04	24.79
14	25.25	25.61	25.69

Staff members on this schedule will receive 1 step each year of this contract

Anyone off-schedule in the 2021-22 school year, or who go off-schedule in any year of this contract will receive a \$.65 increase to their hourly rate

No new staff members can be added to this scheduled at the commencement of this contract

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FOR STAFF STARTING ON 7/1/2022 OR LATER

2022-2023 2023-2024

Para 1

Steps

1-3	14.50	14.90
4-6	15.25	15.65
7-9	16.00	16.40
10-13	16.75	17.15
14+	17.50	17.90

Para 2 (extra \$500/year for Cert applied over Para 1 scale - Article 11.1.10)

Steps

1-3	14.99	15.39
4-6	15.74	16.14
7-9	16.49	16.89
10-13	17.24	17.64
14+	17.99	18.39

LPN

Steps

1-3	16.75	17.15
4-6	17.50	17.90
7-9	18.25	18.65
10-13	19.00	19.40
14+	19.75	20.15

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