AGREEMENT

BETWEEN THE

NASHUA BOARD OF EDUCATION

AND THE

NASHUA ASSOCIATION OF SCHOOL ADMINISTRATORS AND SUPERVISORS,

American Federation of School Administrators, AFL-CIO

JULY 1, 2021

Through

JUNE 30, 2024

Signature Approval Date: <u>January 26, 2022</u>

NASHUA BOARD OF EDUCATION

Jennifer Bishop, President
Heather Raymond, Clerk
Jessica Brown
Neil Claffey
Christina Darling
Sharon Giglio
Paula Johnson
Regan Lamphier
Sandra Ziehm

NEGOTIATING COMMITTEE/RESOURCE PEOPLE

Thomas Closson, Attorney
Dr. Garth McKinney, Superintendent (Interim)
Diane Carey, Director, Human Resources
Daniel Donovan, Chief Operating Officer
Sharon Giglio, Board of Education

NASHUA ASSOCIATION OF SCHOOL ADMINISTRATORS AND SUPERVISORS UNION

Daniel Alexander, President Alesa Cunningham, Vice President Vacant, Secretary Derek Danielson, Treasurer David Rauseo, Past President

NEGOTIATING TEAM

Daniel Alexander Alesa Cunningham

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AGREEMENT made by and between the **NASHUA BOARD OF EDUCATION**

ARTICLE III

Resolution of Differences and Management Rights

3:1 Resolution of Differences by Peaceful Means

The Association and the Board agree that differences between the parties shall be settled by peaceful means as provided within this agreement. The Association 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 designated administrative or supervisory duties, as well as related functions on the part of any employee covered by this agreement, or otherwise engage in any activity/activities that constitutes an unfair labor practice pursuant to RSA 273-A:5.

3:2 Management Rights

The Association recognizes the following responsibilities, rights, authority, and duties of the Board and the Superintendent of Schools, except as they are modified by provisions of this agreement.

The Board and Superintendent hereby retain and reserve unto themselves, without limitation, all

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ARTICLE V

Salary and Rates of Pay

5:1 <u>Salary Schedule</u>

All bargaining members will receive increases effective July 1, 2021 per the salary schedule in Appendix A-2, except those newly hired bargaining unit members who have already been placed with a 2021-2022 salary. These employees will be placed on the salary schedule effective July 1, 2022. No employee shall be placed on the salary scale above their supervisor with comparable experience.

5:2 <u>Course Tuition Reimbursement</u>

A. With advance approval from the Superintendent (or a designee), an Association member may be reimbursed 80% of the tuition cost for completing a work-related accredited college or university courses(s), but not exceeding \$1a

5:6 <u>Severance Pay</u>

Upon the retirement or death of a full or part-time Assocation member who has at least ten (10) years seniority in the District, the District shall pay to that employee or the employee's estate, in the case of death, a per diem rate based on 60% of the employee's current daily per diem salary, per day of accumulated sick leave up to a maximum of one hundred (100) days. If the retirement or death occurs in the middle of a fiscal year, the District shall pro-rate credit for sick leave based on the separation date. For example, if you retire July 30, you would receive 1/12 of your sick time that is loaded July 1.

Upon the resignation or layoff of a full or part-time employee who has at least ten (10) years seniority in the District, the District shall pay to that employee a per diem rate based on 35% of the employee's current daily per diem salary per day of accumulated sick leave, up to a maximum of one hundred (100) days. If the resignation or layoff occurs in the middle of a fiscal year, the District shall pro-rate credit for sick leave based on the separation date. For example, if you resign July 30, you would receive 1/12 of your sick time that is loaded July 1.

Upon the retirement, death, resignation or layoff of a full or part time employee, or if the employee transfers into a position not eligible for vacation, the District shall pay to that employee (or the employee's estate if the employee is deceased), a per diem rate based on 100% of the employee's accrued vacation time.

Association members in the employ of the District prior to July 1, 2011 shall be grandfathered in at a maximum accural of 185 sick days for the purpose of severance calculations.

Total severance payments made to an administrator over the course of his or her career(s) with the Nashua School District shall not exceed the maximum payment for which the Association member is eligible under Section 5:6 (above).

5:7 Calculation of Per Diem Rates

For purposes of determining the value of payroll adjustments, accrued vacation leave and severance, full calendar year shall be considered working 260 days. School year employees shall use the amount of days currently assigned to their position.

ARTICLE VI

Supplemental Benefits

6:1 Workers Compensation

Association members shall be subject to the provisions of the New Hampshire Workers' Compensation Law.

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6:3 <u>Health Insurance</u>

The District shall provide, upon the request of an Association member, the benefits of an individual, two-person or family coverage under one of the following plans offered by the Board of Education, or a comparable plan as determined by the Board:

- a. Point-of-Service (POS) Plan;
- b. HMO Plan; or

montly for a single plan and \$250 monthly for 2-

Part-time full-year Association members shall receive annual vacation leave and have the same accrual and carry-over privileges as above, on a prorated basis.

7:2 <u>Holidays</u>

All full year Association members shall receive the following paid holidays:

July 4th Day After Thanksgiving

Labor Day Christmas Day

Columbus Day New Year's Day

Veterans' Day Martin Luther King Day

Day Before Thanksgiving Memorial Day

Thanksgiving Day

ARTICLE VIII

Employment Status

8:1 <u>Vacancies and New Positions</u>

A. Vacancies and new positions shall be posted in iNews. A copy shall be sent to the Association President when posted. Such notice shall be posted for no less than ten (10) calendar days prior to the closing date of application for such vacancies or new positions. All posting notices referred to herein shall delineate the duties, rate of compensation, qualifications for the position, and a028 Tw 030.7 (4.9 (i)-3.2 (e)-6.1 (s.9 (e)-6 (s28 Tw1A)2.2o)-6)1.3 (n)-0.8 (p)-0.7 (o)-2.8

ARTICLE XI

Association Representatives

11:1 Official List of Nashua Association of School Administrators and Supervisors Representatives

The Association shall furnish the Board with a list of its officers and shall as soon as possible notify

12:6 Leave for President

The President of the Association or designee shall be granted one day paid leave per fiscal year to attend AFSA, AFL-CIO conferences.

ARTICLE XIII

Grievance Procedure and Resolution of Complaints

- Both parties to this agreement encourage employees to bring forward concerns about work-related issues to their supervisors, with the hope that direct communication and constructive conversations can lead to the informal resolution of disagreements at the lowest possible level. However, should an employee be unable to resolve a concern with his or her supervisor, the grievance procedure outlined in this article shall be followed.
 - 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, or which involve a perceived violation of work place conditions. All such grievances will be handled as follows:
- 13:2 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.
- 13:3 Grievances shall be processed in the following manner:
 - Step 1 Any Association member who has a grievance shall, with or without an Association Representative, discuss it first with the immediate supervisor, in an attempt to resolve the matter at this level. A decision shall be rendered within ten (10) working days.
 - Step 2 An unfavorable decision under Step 1 may be forepend-1.5 (t)-6 (ef29.6 (n)-0.7 ()10.7 (u)-0h(s

completion of Step 4. The grievance shall be considered as having been settled at Step 4, unless it is so submitted to arbitration within such time limit.

The choice of the Arbitrator shall be by agreement of the parties. However, if such

NASHUA BOARD OF EDUCATION

NASHUA ASSOCIATION OF SCHOOL ADMINISTRATORS & SUPERVISORS

Jennifer Bishop, President

Dated | | 21e | 2022

Daniel Alexander, President

Dated 1/26/2022

APPENDIX A-1

Salary Schedule

Beginning July 1, 2021

The following are the school administrator and supervisor positions who are members of the Nashua Association of School Administrators & Supervisors.

Position Title	Position Type	Grade	Hours/week And Days/Year
Director of Technology	Α	6	40/260

Position Title	Position Type	Grade	Hours/week And Days/Year
Custodial Supervisor (Elem.)	S	3	40/260
Custodial Supervisor (MS)	S	3	40/260
Business Services Manager	А	3	40/260
Office Manager (SPED)	S	3	40/260
Office Manager (Technology)	S	1	40/260
Office Manager (Title I)	S	1	40/260
Coordinator of 21st Century	А	3	40/260
Coordinator of Brentwood Program	А	5	40/260
Coordinator of SPED Preschool	А	4	40/260
Coordinator, Out of District Placement	А	2	40/260
Systems Administrator- Programmer	N	4	40/260
Systems Administrator- Network	N	4	40/260
Systems Administrator- General	N		•

APPENDIX A-3 SIDEBAR

1. Two Positions being moved to their correct step over a two-year period

	FY22	FY23
Assistant Director of Plant Operations- Security		
Put on step 3-8 in FY23	\$4,824.20	\$4,824.20
Annual salary	\$61,742.20	\$66,566.40
Brentwood Coordinator		
Put on step 5-2 in FY23	\$4,725.75	\$4,725.75
Annual salary	\$79,836.75	\$84,562.50
•		

2. Five (5) positions will be given a minimum increase of \$1,000 in FY22 and thus reach their grid step +1 in FY23

	<u>/_/Yr}</u>	—
ELL Coordinator (2-4 to 2-5)	\$55,303.00	\$56,294.46
Grant Manager, Business Office (3-3 to 3-4)	\$59,000.00	\$60,305.88
FS Business Manager (1-18 to 1-19)	\$61,043.00	\$61,177.93
Contain Administrative Constalled AF 500 AC	A70 454 00	600 700 OC

	FY22	FY23
Staff Member #1 paid \$600 in FY21 Pay \$600 uptil she reaches 70 years and moverto	\$600.00	\$600.00
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NASHUA BOARD OF EDUCATION

NASHUA ASSOCIATION OF SCHOOL ADMINISTRATORS & SUPERVISORS

Raifae Dirkan Densidant — Daniel Alexander Bresidant

Dated: 1/26/2022 Dated: 1/26/22

APPENDIX B

Longevity Payment Schedule

The schedule for longevity payments below applies to all NASAS staff in the employ of the District.

15 Years	\$	500.00
20 Years	\$1	,200.00
25 Years	\$1	,700.00

APPENDIX C

Grievance Form

NAME OF EMPLOYEE	DEPARTMENT
WORK LOCATION	IMMEDIATE SUPERVISOR
EMPLOYEE TITLE	
STATEMENT OF GREIVANCE:	
List applicable violation:	
Adjustment required:	
I authorize the Nashua Association of Scho for me in the disposition of this grievance.	ool Supervisors and Administrators as my representative to .
DateSignatur	re of Employee
Signature of Union Representative	Title
Date Presented to Management Represent	tative
Signature	Title
Disposition of Grievance:	
	MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED B SOCIATION OF SCHOOL ADMINISTRATORS AND SUPERVISO
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