

1

2/

AGREEMENT  
BETWEEN THE  
NASHUA BOARD OF EDUCATION  
AND THE  
NASHUA TEACHERS' UNION

Local 1044, AFT, AFL-CIO

September 1, 2021

Through

August 31, 2024

Signature Approval Date: 5/26/2022



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



Daniel Donovan, Chief Operating Officer  
Dahlia Daigle, Director of Food Services  
Karyn Lawless, Site Coordinator  
Sharon Giglio, Board of Education



Adam Marcoux, President  
Gary Hoffman, Vice President  
Stacy Gingras, Treasurer  
Patrick Johnson, Secretary  
Gary Hoffman, Member-At-Large  
Patricia Gagnon, Member-At-Large  
Stephanie Keating-Bayrd, Member-At-Large  
Michelle Quadros, Member-At-Large



Adam Marcoux, NTU President  
Terri Donovan, Esquire, AFT-NH  
Karen Gagnon  
Marie Hardiman



RECOGNITION ..... 5

DEFINITIONS..... 5

GRIEVANCE PROCEDURE ..... 6

SALARY AND RATES OF PAY ..... 9

    Basic Wage Schedule ..... 9

    Overtime.....

Training/In-Service Opportunities.....	22
Substitutes.....	22



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

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

2:6



the Superintendent. The BOARD shall act upon the appeal within a period not to exceed fifteen (15) workdays. The BOARD shall communicate its decision in writing to the UNION.

- 3:8 Failure at any step of this procedure by the Administration to communicate a decision on a grievance within the specified time limits shall permit an appeal of the grievance to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 3:9 It is understood that employees shall continue to observe all assignments, directives and applicable rules and regulations of the BOARD during the course of the resolution of a grievance until such grievance and any effect thereof shall have been fully determined.
- 3:10 Aggrieved persons may be represented at all stages of the grievance procedure by themselves and by a representative selected or approved by the Nashua Teachers' Union.
- 3:11 When a grievant in Step 1 is not represented by the Nashua Teacher's Union in the processing of a grievance, the Nashua Teachers' Union shall, at the time of submission of the grievance at Step 2, have the right to be present and to present its position at all meetings with the grievant held concerning the grievance and shall receive a copy of decisions rendered.
- 3:12 If a grievance involving the interpretation or application of a specification (ed by i)3.1 (nv)u.1 (l)3.1 (j)TJ0.1o (t)-



the interpretation or application of a specific provision of this Agreement. Said grievance shall be submitted in writing to the UNION.

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

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

3:23 h\_\_\_\_\_

Any employee who has filed a grievance in accordance with the provisions of this contract will be granted rel

certification with SNA, will have the \$.50 cents removed in the upcoming school year. Recertification costs due to a lapse may be submitted through the educational budget and are subject to funding availability.

Em

- A. For each fiscal year, the District agrees to provide the total sum of \$3,000 for the purpose of reimbursement of tuition cost for courses or workshops which in the opinion of the Food Service Director, are both job-related and of benefit to the District. Availability will be made on a first-come, first-served basis to those who are in active employment, have completed their probationary period and make application for the benefits and have received the prior approval of the Food Service Director. Payment will be made with written evidence of satisfactory completion of the course or workshop. All employees shall be entitled to this benefit at the rate of 100% reimbursement to a maximum of \$400.00 per employee.
- B. The District agrees to pay one hundred percent of the tuition for courses or workshops, including ServSafe, which the employee is required to take by the Food Service Director or designee, including classes, tests h t p7[(,-1.1 -8 (ent)-1.1d 0.062 Tw -38 -1.1en Tc 0.0012.4 (er)-6.4 (v)4 (i)154.4 (dy A



4:10 5

All employees who have completed their probationary period shall receive pay for Columbus Day, Veteran's Day, New Year's Day, Martin Luther King Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and Memorial Day at their regular straight time rate of pay. In order to qualify for pay on an unworked holiday, an employee must work on the last scheduled workday prior to holiday

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

5:4 **§** \_\_\_\_\_

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

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

5:5 **§** \_\_\_\_\_

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

5:6 **§** \_\_\_\_\_

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

**§** \_\_\_\_\_  
**§** \_\_\_\_\_

6:1 **§** \_\_\_\_\_

- D. Sick leave shall be allowed only in the case of necessity and actual sickness or disability of the employee, the employee's children, step children and/or grandchildren living in the household spouse, domestic partner or parent, or for the employee to take physical and dental examinations or other sickness prevention measures that cannot be scheduled outside of their workday. In case of the serious illness or accident of the spouse of the employee, parents, or children of the employee, necessitating the employee's absence from work, the supervisor or designee may grant absence from work with sick pay up to the amount of annual and accumulated sick leave to which the employee is entitled unless qualifying FMLA circumstances or extended leave provisions apply.
- E. An employee must notify the Director or designee by 6:00 am or two (2) hours prior to starting time, whichever is later, in order to draw sick leave pay, unless the employee can provide a compelling reason why such notice cannot be given. In order to qualify for paid sick leave of four (4) consecutive days or more, the employee may be required to present a doctor's certificate or other satisfactory evidence to the Human Resource Department, indicating that the employee was unable to work due to sickness or injury during the period claimed.
- F. The District may terminate any employee absent from work due to illness after exhaustion of



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

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

6:3 





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

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

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

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

7:6 **D** \_\_\_\_\_

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

7:7 **D** \_\_\_\_\_

A joint council shall be formed. It shall consist of the Chief Operating Officer or designee; the Food Service Director; a Site Coordinator; and, three (3) employees appointed by the Union. The Council will meet at least quarterly to discuss matters of mutual interest including, but not limited to, workplace safety. Meetings shall be held before or after work hours unless the parties mutually agree otherwise. Employees shall receive their hourly rate of pay for attendance at these meetings.

7:8 **H** \_\_\_\_\_

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

7:9 **D**

C. Tier I lead cooks will be required to work all school days students are attending in person, plus 5 days

elects to retain the position, it will be posted in all schools according to the procedures outlined in Article 9:2.

8:4 h \_\_\_\_\_

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

8:5 h \_\_\_\_\_ - d \_\_\_\_\_

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

8:6 h \_\_\_\_\_



11:2  \_\_\_\_\_


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

11:3   \_\_\_\_\_ 

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

11:4  \_\_\_\_\_

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

11:5 





R

- C. Suspension without pay;
- D. Discharge;

ARTICLE XV  
DURATION OF AGREEMENT

[Redacted signature area with handwritten initials and date]

BY:  
Adam Marcoux, President  
Nashua Teachers' Union  
Local 1044 AFL-CIO

DATE: 5/26/2022

□    X    -1  
0    -0

□

0 1

□ -E	0 4	0 3	0 5		

Rate	2014	2015	2016	2017	2018
Elementary Cook	\$14.87	\$15.56	\$16.30	\$16.47	\$17.13
Middle/High School Cook	\$15.93	\$16.69	\$17.43	\$17.60	\$18.30
Food Service Assistant	\$13.79	\$14.06	\$14.38	\$14.51	\$15.10
Lead Cook	\$17.57	\$18.32	\$19.08	\$19.26	\$20.03
				4 (6)	5 (5) 5



A

B

B







Lead Cook  
Cook  
Food Service Assistant