

For the Board -

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1/3/22

HUDSON SCHOOL BOARD TENTATIVE AGREEMENT WITH  
HUDSON SCHOOL DISTRICT SECRETARIES  
AFT LOCAL #6260, AFT-NH, AFL-CIO

December 22, 2021

The School Board makes the following tentative agreement with the Hudson School District Secretaries, relative to the following proposed changes to the 2018-2022 collective bargaining agreement.

Proposed (new) language is identified in ***bold italics***, proposed deletions are ~~stricken~~

**PREAMBLE**

To encourage and increase harmonious working relationships between the Hudson School District (hereinafter the "District") represented by the Hudson School Board, (hereinafter the "Board") being the Board of Education for the Hudson School District, and its secretaries represented by the AFT-NH (hereinafter the "Union") join in this Agreement.

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Board acting for the District and the Union.

For the Hudson School Board  
Malcolm Price, Chair  
Stacy Milbouer, Vice Chair  
Lee Lavoie  
Patty Langlais  
Darey Orellana

***[make Board member listing current at time of signing]***

Hudson School Secretaries  
AFT Local #6260, AFT-NH, AFL-CIO  
Secretaries  
Kelly Fontaine, President  
Caryn Noonan  
***Leslie Reven***  
~~Barbara Hynes~~

**RECOGNITION**

The Board agrees to recognize the Union as the sole and exclusive bargaining agent in the matter of wages, hours and other conditions of employment for all secretaries, ***administrative assistants, receptionists, and office assistants*** employed by the above-named Public Employer.

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The term "~~secretaries includes~~ regular full-time *is defined as* (37.5 or more hours per week and 40 weeks or more per year) and regular part-time *is defined as* (less than 37.5 hours per week but at least 40 weeks per year).

This agreement does not apply to newly hired personnel until they have completed their ninety-(90) day probationary period, nor to temporary employees.

**ARTICLE II**  
**NEGOTIATIONS PROCEDURE**

A. Negotiations for a successor agreement shall begin no later than the May 15<sup>th</sup> prior to the last year of this agreement. It is the responsibility of the AFT-NH Local # 6260, AFT, AFL-CIO to notify the Board in writing prior to that date of its desire to begin negotiations.

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Any part of the ~~negotiated~~ agreement,....

**ARTICLE IV**  
**OVERTIME/COMP TIME WORK**  
**AND REST PERIOD**

**B. Lunch and Rest Period:**

The work schedule *for bargaining unit employees who are scheduled to work at least five (5) hours per day* will provide for a one half-hour paid lunch *period* per day. *All bargaining unit employees, regardless of schedule, shall be* provided with ~~and~~ a break of ten (10) minutes in length.

**ARTICLE V**  
**ATTENDANCE & CALL INTO WORK**

**A. Attendance:**

The ~~secretaries~~ *Bargaining unit employees* are expected to be prompt and regular in attendance at work. As soon as a secretary knows he/she is going to be late or absent, he/she must notify his/her supervisor.

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**B. Call Into Work:**

Any ~~secretary~~ **bargaining unit employee** called back to work at any time after his/her regular shift to address a specific problem shall receive a minimum of three (3) hours pay at the straight time **or overtime** rate, **as applicable**, even if the problem is corrected in lesser time.

**ARTICLE VI**  
**LEAVES/VACATIONS/HOLIDAYS**

**A. Vacations:**

1. Vacation accumulation at the full-time rate only applies to secretaries who are regularly scheduled to work at least 37.5 hours per week and 52 weeks per year.<sup>1</sup> Secretaries who have a regular work schedule of at least 25 hours per week for 52 weeks per year shall earn vacation time on a pro-rated basis.<sup>2</sup>

2. Vacation time will be earned as follows for full-time employees:

- 1-5 years---15 days
- 6-10 years---20 days
- 11-20+ years---25 days

“Years” shall mean continuous years of service to the District in a bargaining unit position for all employees newly hired into the District after July 1, 2015. For all Hudson School District personnel hired on or before July 1, 2015, total years of service to the Hudson School District in any position shall count towards years of service. A break in service to the Hudson School District of more than twelve (12) months shall be considered a break in the years of service for purposes of earning vacation time.

3. Vacation that is earned in one (1) contract year is to be taken the next contract year, **except as delineated in paragraph 5, below.**

4. New employees, ~~into the bargaining unit or current district part-time employees becoming full-time~~ may utilize, at their choice, up to 5 days of vacation time after the first 6 months of employment. Any time used will be deducted from the total ~~of the 15 days accrued during the first year of employment~~ **hired on or after July 1, 2022 and who are employed full-time, shall accrue vacation time on a month to month basis at the following annual/monthly rates:**

<sup>1</sup> Example: A full time secretary (37.5 hours per week and 52 weeks per year) with 7 years experience accumulates vacation at a rate of 20 days for the year. [37.5 x 52 = 1950 total hours per year].

<sup>2</sup> Example: A regularly scheduled part-time secretary who works 25 hours per week for 52 weeks works 1300 hours per year. Pro-rated from a full time employee who works 1950 hours per year (37.5 hours per week x 52 weeks) and is in the 1-5 year category would earn 66% of 15 days for 9.99 days per year rounded to 10 days. The same pro-ration approach would be applied to the 6-10 and 11-20+ year categories.

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*Terri D. Roman*

For the Union 1-3-22

*During years 1-5 years---15 days (9.375 hours per month)*

*During years 6-10 years---20 days (12.5 hours per month)*

*During years 11+ years---25 days (15.625 hours per month)*

*Vacation time shall be available for use as it is accrued by these employees.*

- 5. *Employees shall be permitted to carry over ten (10) vacation days beyond June 30<sup>th</sup> which shall be used on or before August 31<sup>st</sup>. If those days are not used, they will be forfeited.*
- 6. *It is understood that when an employee leaves the employment of the District, the maximum amount of vacation leave to be paid to the employee is no more than the employee's annual accrued vacation time as delineated in Paragraph 2 and 4 above.*

**B. Holidays:**

Secretaries, *Bargaining unit employees* whose regular work schedule includes a holiday listed below, shall be eligible for holiday pay. To be eligible for holiday pay, the ~~secretary~~ *employee* must have worked the last scheduled day before and the first scheduled day after the holiday. A secretary on paid vacation, shall be paid for the holiday or given an additional day off with pay.

- New Year's Day ————— Memorial Day
- Independence Day ————— Labor Day
- Civil Rights Day ————— Columbus Day
- Veteran's Day ————— Thanksgiving Day
- Day after Thanksgiving ————— Christmas Day
- President's Day

*New Year's Day, Civil Rights Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.*

Actual days to be celebrated will be set forth on the school calendar. In the event the holiday falls on a weekend or when school is in session, the District shall designate a substitute day for such holiday. Holiday pay shall be paid at the ~~secretaries'~~ *employee's* regular straight time rate.

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**D. Sick Bank:**

- 1. The Sick Bank will be used by, and available to, all secretaries *who have been employed by the District for at least one (1) year. It shall be accessible* for use after all their accumulated sick time has been exhausted. The sick bank may only be used for the employee's own personal illness or injury.

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H. Military:

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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.

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).

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J. Maternity Parental Leave:

All state and federal laws shall govern ~~maternity~~ **parental** leave.

ARTICLE VIII  
GRIEVANCE PROCEDURE

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C. Procedure:

Step 1: Any employee who has a grievance shall first discuss it with his/her ~~building principal~~ **immediate supervisor** in an attempt to resolve the matter mutually at that level. A decision shall be rendered within five (5) working days.

Step 2: If the employee is not satisfied with the decision, he/she may appeal the decision to the Superintendent within five (5) working days after receipt of the decision of the immediate supervisor. The appeal shall be in writing and must specify:

- a) The provision of the Agreement alleged to have been misapplied.

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- b) The nature of the alleged violation or misapplication.
- c) The injury and the loss which is claimed; and the remedies sought.
- d) The Superintendent shall investigate the matter and communicate the decision in writing to the grievant within ten (10) working days from the receipt of the written grievance.

Step 3: If the employee is not satisfied with the decision of the Superintendent he/she shall notify the Union, who may appeal the grievance to the School Board in writing within five (5) working days after the receipt of the Superintendent's decision. The Board or committee thereof shall review the grievance and, at its option, may hold a hearing within fifteen (15) **working** days of receipt of the grievance with those involved in the grievance prior to making its decision. The School Board shall render its decision in writing within fifteen (15) **working** days after the receipt of the appeal, or within fifteen (15) **working** days of the close of the hearing, if one is held.

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## ARTICLE IX DEDUCTIONS

### **A. Credit Union Financial Institutions:**

The employer agrees to deduct on a bi-weekly basis ~~for the Local Union's Credit Union, known as the Granite State Credit Union, St. Mary's Bank or Digital Credit Union,~~ any amount authorized **in writing** by ~~written authorization of the employee~~ **for deposit in a financial institution of the employee's choice**. No deductions shall be made which are prohibited by applicable law.

## ARTICLE X WAGES

**A. Wage Levels:** For purposes of wage rates, positions shall be divided into the following levels:

- Level 1 Receptionist, attendance secretary, office assistant
- Level 2 ~~Secretary~~ **Administrative Assistant** to the Assistant Principal, **Administrative Assistant to the Athletic Director, Administrative Assistant to CTE Director, Administrative Assistant to** school counseling department, ~~or~~ **and Administrative Assistant to** Special Services department head
- Level 3 Administrative assistant to the principal, **Administrative Assistant to Food Service Director**
- Level 4 ~~Administrative assistant to the business administrator or director of special services~~  
**Vacant**

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Terri D. Demann

For the Union 1-3-22

C. **Continuing Employees:** All employees, provided they have worked at least six (6) months in the preceding contract year, in this bargaining unit, shall receive the following increases in their hourly wage rates from their hourly wage rates during the prior year:

~~2018-19~~ **2022-23**

All Levels 2.75% **3.0%**

~~2019-20~~ **2023-24**

All Levels 2.75% **3.0%**

~~2020-21~~ **2024-25**

All Levels 2.75% **3.0%**

~~2021-22~~

All Levels 2.75%

D. **Method of Payment**

1. School year ~~secretaries~~ **members of the bargaining unit who, as of June 30 2022, were paid on an equalized or "balanced pay" basis**, 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 include 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 ~~secretary~~ **employee**. ~~Secretaries~~ **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)~~ **(c)** 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.

2. ~~Secretaries~~ **Members of the bargaining unit** employed on a full year basis (52 weeks) **who, as of June 30, 2022, were paid on an equalized or "balanced pay" basis**, shall be paid at their option in either of the following manners:

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- (a) Anticipated annual wages, divided by 26, which equals 25 bi-weekly checks, and one reconciliation payment, or
- (b) Full pay for hours actually worked in a pay period, paid at regular intervals not to exceed 14 days.

The reconciliation payment under option (a), above, may result in a paycheck of less than the equal pay amount, to a possible zero balance, being due to the secretary. Secretaries 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 will be paid as is described in paragraph (a) (b), 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.

**3. All other employees shall receive full pay for hours actually worked in a pay period, paid at regular intervals not to exceed 14 days.**

**4. Once an employee elects the option of full pay for hours actually worked in a pay period, as provided in Sections 1(c) and 2(b) above, s/he shall be prohibited from selecting the balanced pay option 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.**

**New Section**

**E. Longevity**

**Employees 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:**

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

**ARTICLE XI**  
**BENEFITS**

**A. Workers' Compensation Insurance:**

The Employer participates in providing Workers' Compensation benefits according to New Hampshire statutes in case of injury incurred during the course of employment.

~~Secretaries~~ **Employees** must notify their Supervisor immediately in the case of a work related injury, ~~by completing the NH Department of Labor, "Notice of Accidental Injury or~~

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For the Union 1/3/22

Occupational Disease.” *Employees will cooperate in completing the necessary forms as required by the NH Department of Labor.*

**C. Medical Insurance:**

1. For full-time secretaries, the School District shall pay the following percentages of the cost of single-person, two person or family coverage under the: Cigna SchoolCare Yellow Open Access with Choice Fund medical plan, Cigna SchoolCare Open Access with No Choice Fund medical plan, or comparable medical plan:

	<del>2018-19</del> <b>2022-23</b>	<del>2019-20</del> <b>2023-24</b>	<del>2020-21</del> <b>2024-25</b>	<del>2021-22</del>
District	<del>95%</del> <b>92%</b>	<del>94%</del> <b>91%</b>	<del>93%</del> <b>90%</b>	93%
Employee	<del>5%</del> <b>8%</b>	<del>6%</del> <b>9%</b>	<del>7%</del> <b>10%</b>	7%

~~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 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.<sup>3</sup> 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.<sup>4</sup>~~

4. The Board or the Union may reopen negotiations on insurance and wages if it ~~deems it~~ **deemed** necessary to do so in order to avoid penalties under the Affordable Care Act.

<sup>3</sup> ~~It is understood that the costs of 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, referenced herein, are subject to adjustment under the provisions of the Affordable Care Act.~~

<sup>4</sup> ~~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 \$26,600 (95% x \$28,000), and the employee will pay \$1,600 [(5% 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 (and again based upon 95/5 cost sharing between the District and Employee), the District will pay \$27,750 (\$27,550 + \$200), and the employee will pay \$1,850 (\$1,450 + \$200 + \$200).~~

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For the Union 1-3-22

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**F. Long-Term Disability Insurance**

For full-time secretaries, the School District shall pay 100% of the premium for a long-term disability insurance policy with a 90-day waiting period and benefits equal to 66 2/3% of employees' wages, *up to a maximum benefit of \$4,000 per month.*

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**H. Sick Leave Buy Out**

Upon voluntary termination, retirement or involuntary termination due to a reduction in force or elimination of position, all employees who have completed fifteen (15) years of service with the Hudson School District may receive a severance benefit equal to one-half of the employee's per diem rate times the number of unused sick days, up to the maximum of one-hundred twenty (120) days *and* not to exceed a maximum *payment* of \$7,500 **10,000**. In the event of a voluntary termination or retirement, the employee shall notify the District of same no later than September 15<sup>th</sup> of the employee's final school year with the District in order to qualify for this benefit. Payment in a lump sum shall be made as part of the first pay period of the next fiscal year.

For purposes of this section only, the fifteen (15) years of service to the District need not be continuous, and time spent working in any position for the District may be included as part of this calculation.

Employees *involuntarily* terminated for ~~willful misconduct~~ *just cause* shall be disqualified from receiving this benefit.

**ARTICLE XII**  
**EDUCATION**

A course reimbursement account of \$2,500-00, per year, will be available from current budgeted funds. The Superintendent of Schools or designee shall approve all courses for which reimbursement is sought in advance. Payment for tuition will be made upon submission of evidence of payment to the facility and evidence of satisfactory completion of the course (A grade of "B" or higher in a course taken for professional improvement) to the Superintendent. A workshop account of \$5,000-00 per year, will be available from current budgeted funds. The Superintendent or designee shall approve all workshops for which reimbursement is sought in advance.

~~In no event, however, will a Secretary be entitled to payment unless he/she is employed by the District for the school year in which evidence of satisfactory completion of the course is~~

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~~submitted; or if submitted after the close of a school year, is actually employed by the District at that time.~~ ***A bargaining unit employee must remain employed by the District at the time evidence of course completion is submitted in order to receive payment under this article.***

**ARTICLE XVII**  
**DURATION OF CONTRACT**

- A. This Agreement shall be effective July 1, 2018 **2022** and will expire on June 30, 2022 **2025**.
  - B. The Union shall be responsible for filing a copy of this Agreement with the PELRB within fourteen (14) days of its execution.
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**APPENDIX A**

**NEW HIRES SALARY SCALE 2018 2022 THROUGH 2022  
2025**

**(Years of experience based on secretarial experience)**

**Level 1**

<u>Years of Experience</u>	<u>2018-2022 RATE</u>
0-1	\$14.44
2-3	\$15.01
4-5	\$15.61
6-9	\$16.23
10+	\$16.93

**Level 2**

<u>Years of Experience</u>	<u>2018-2022 RATE</u>
0-1	\$16.31
2-3	\$16.73
4-5	\$17.14
6-9	\$17.56
10+	\$17.98

*Terri D. Donavan*

For the Union 1-3-22

**Level 3**

<u>Years of Experience</u>	<u>2018-2022</u> <u>RATE</u>
0-1	N/A
2-3	\$18.04
4-5	\$18.53
6-9	\$18.78
10+	\$19.37

**Level 4**

<u>Years of Experience</u>	<u>2018-2022</u> <u>RATE</u>	<i>PLP</i>	TDD
0-1	N/A		
2-3	\$20.42		
4-5	\$20.89		
6-9	\$21.36		
10+	\$22.07		

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*Terri D. Demaree*

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	<i>Yrs Exp</i>	<i>Hrly Rate</i>	<i>Diff</i>
<i>Level 1</i>	<i>0-1</i>	<i>15.00</i>	
	<i>2-3</i>	<i>15.50</i>	<i>0.50</i>
	<i>4-5</i>	<i>16.00</i>	<i>0.50</i>
	<i>6-9</i>	<i>16.50</i>	<i>0.50</i>
	<i>10+</i>	<i>17.00</i>	<i>0.50</i>
<i>Level 2</i>	<i>0-1</i>	<i>16.75</i>	
	<i>2-3</i>	<i>17.25</i>	<i>0.50</i>
	<i>4-5</i>	<i>17.75</i>	<i>0.50</i>
	<i>6-9</i>	<i>18.25</i>	<i>0.50</i>
	<i>10+</i>	<i>18.75</i>	<i>0.50</i>
<i>Level 3</i>	<i>2-3</i>	<i>18.50</i>	
	<i>4-5</i>	<i>19.00</i>	<i>0.50</i>
	<i>6-9</i>	<i>19.50</i>	<i>0.50</i>
	<i>10+</i>	<i>20.00</i>	<i>0.50</i>

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**APPENDIX C**  
**AUTHORIZATION FOR AGENCY FEE DEDUCTIONS**

~~Effective with the date of the collective bargaining agreement, I hereby request and authorize you to deduct AGENCY FEE in the amount established by the Hudson School Secretaries, AFT Local #6260, AFT NH, AFL CIO in equal gross installments. The amount shall be paid to the TREASURER of the Hudson School Secretaries, AFT Local #6260, AFT NH, AFL CIO in equal gross installments. This authority shall remain in full force and effect for all purposes while I am employed in this school system.~~

Signature: \_\_\_\_\_

NAME: (print) \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

POSITION: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

WORK SITE/BUILDING: \_\_\_\_\_

HOME EMAIL: \_\_\_\_\_

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