

AGREEMENT

Between

THE HAVERHILL COOPERATIVE

SUPPORT STAFF / N.E.A.-N.H.

&

THE HAVERHILL COOPERATIVE

SCHOOL BOARD

July 1, 2021 to June 30, 2024

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ARTICLE 1
(Recognition)

1.1 The Board recognizes the Haverhill Cooperative Support Staff/NEA-NH for purposes of collective negotiations according to RSA 273-A as the exclusive representative of the Support Staff of the Haverhill Cooperative School District, as certified by the New Hampshire Public Employee Labor Relations Board, Case No. M-0612 (October 5, 1989), and any subsequent amendments thereto.

1.2 Definitions:

The following list of terms as used in this agreement shall be as follows:

- 1.2.1. The term "district" means Haverhill Cooperative School District.
- 1.2.2. The term "school" means any work location.
- 1.2.3. The term "employee" means any person included in the bargaining unit.
- 1.2.4. The term "Board" and "employer" means the Haverhill Cooperative School Board.
- 1.2.5. The term "Association" means the Haverhill Cooperative Support Staff/NEA-NH.
- 1.2.6. Whenever the singular is used in this Agreement, it is to include the plural.

ARTICLE 2
(Negotiation Procedure)

- 2.1 On or before October 15 of the appropriate year, the Association shall present to the Board its request for terms and conditions of employment. On or before October 15, the parties agree to enter into negotiations in a good faith effort to reach agreement concerning terms and conditions of employment as defined in RSA 273-A:1, Definitions XI.
- 2.2 Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been approved by the voters of the District. The Board shall make a good faith effort to secure the funds necessary to implement said agreements. If such funds are not forthcoming, the Board and the Association shall resume negotiations regarding terms and conditions of employment regarding salaries and direct economic benefits if affected thereby, in accordance with the provisions of this Agreement.
- 2.3 If the parties fail to reach agreement on any matters, which are subject to negotiations, either party may declare an impasse. All resolutions of impasses will be resolved through RSA 273-A.
- 2.4 During the Negotiations Procedure to include mediation and/or fact finding, except where it is beyond our control, the bargaining parties mutually agree not to meet during working hours.

ARTICLE 3
(Association Rights)

- 3.1 The Board agrees that all employees shall have full freedom of association and self-organization, as stated under RSA 273-A.
- 3.2 At the beginning of every school year, the Association shall be credited with a total of three (3) days to be used as Association business. Such leave, with pay, is to be at the discretion of the Association. The Superintendent will be notified no less than five (5) working days prior to the commencement of such leave.
- 3.3 Designated representatives of the Association shall be allowed to receive phone calls and other communications concerning Association business at any time during school hours as long as they do not interfere with normal school operations, the employee's duties or the employee.
- 3.4 NEA Membership dues Deductions:
It is agreed by and between the Haverhill Cooperative School District and the Haverhill Cooperative Support Staff Association that upon receipt of written authorization thereof, signed by the employee, the Board shall deduct an amount to provide payment of dues for membership and assessments of the NEA-New Hampshire from the regular salary check of such employees. Deductions shall be in equal amounts for fifteen (15) pay periods beginning the first pay check of November. The amounts so deducted pursuant to such authorization of the employee shall be promptly remitted to the NEA-New Hampshire.
- 3.5 On or before September 30 of each school year, and whenever they change, the Association shall notify the Board of the identity of all Association representatives.
- 3.6 The amount of the dues to be deducted shall be established by the Association without Employer involvement. The Association shall indemnify and hold the Board harmless against any claims and suits or other liabilities which may arise by reason of any miscalculation of said amount, absent negligence on the part of the district, including attorney's fees and costs and remitting the same to the Association pursuant to this Agreement.

ARTICLE 4
(Jurisdiction and Authority of School Board)

- 4.1 The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable state and federal laws and regulations to direct and manage activities of the School District.
- 4.2 The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretions or authorities, which, by law, are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions or authorities.

ARTICLE 5
(Haverhill Cooperative Support Staff)

5.1 New Positions:

If any employee position is created during the life of this agreement, HCSS/NEA-NH Building Representatives and/or President will be notified. If both parties cannot mutually agree on whether it should be included in the bargaining unit, either party may request a clarification and determination from the New Hampshire Public Employee Labor Relations Board.

5.2 Vacancies, Transfers, and Reassignments:

Notice of the vacancies, and/or newly created positions within the Haverhill Cooperative School District will be posted on the official bulletin board, and the SAU Website and sent to the Association Building Representatives and president as soon as the administration is aware of the existence of such vacancies.

Such notices shall contain the date of posting, a description of the position, name and location of the school, most current job description of the position, and name of the person to which the application is to be returned. The period between posting of the position and closing of applications shall be no less than four (4) days/except in emergencies as determined by the School Board.

When a vacancy arises in any Support Staff position, qualified people in that particular unit of the Support Staff will be given first consideration in the filling of said vacancy. Given equal qualifications, the individual with the most seniority shall be given first consideration. This is not meant to deprive the Superintendent of the right to hire someone from outside the district if that person has better qualifications for that particular job.

ARTICLE 6
(Grievance Procedure)

6.1 A grievance shall mean a complaint by a member of the bargaining unit that there has been a violation or misapplication of the provisions of this agreement.

6.2 The terms "day" when used in this Article shall mean school days, except at the end of the school year when they shall be Monday through Friday, excluding holidays.

6.3 A grievance to be considered under this procedure must be initiated in writing, by the employee within ten (10) days of its occurrence, or from the time the employee should have known of its occurrence. The following matters are excluded from the grievance procedure:

Any matter for which a specific method of review is prescribed and expressly set forth by law, or by any rule or regulation of the State Commissioner of Education.

A complaint by a probationary employee which is caused by his/her not being re-employed.

A complaint by any employee caused by appointment or lack of appointment, retention or lack of retention for which a continuing contract is not possible or required.

Any matter which, according to law, is beyond the scope of the Board's authority or limited to the unilateral action by the Board alone.

- 6.4 Failure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step.
- 6.5 Failure in any step to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.
- 6.6 An aggrieved person may be represented at all stages of the grievance procedure by himself/herself or by an Association representative.
- 6.7 Both parties shall have the right to request a personal meeting with the other to resolve a grievance. Upon request, said meeting shall be arranged. If the first meeting fails to occur due to lack of attendance by either party, then the second and final meeting must occur within fourteen (14) calendar days of original meeting date.
- 6.8 Step 1: Any employee who has a grievance shall first discuss it with his/her immediate supervisor in an attempt to resolve the matter mutually at that level. A decision shall be rendered within five (5) days.
- 6.9 Step 2: If the employee is not satisfied with the decision, he/she may appeal the decision to the Principal within five (5) days after the receipt of the decision of the immediate supervisor. The Principal will notify the HCSS building representative of the employee's intent to appeal. The appeal shall be in writing, and specify:
 - a. The nature of the grievance;
 - b. The injury and the loss which is claimed;
 - c. The remedies sought.

The Principal shall investigate the matter and communicate the decision in writing to the grievance within five (5) days from receipt of the written grievance.

- 6.10 Step 3: If the employee is not satisfied with the decision rendered by the Principal, he/she may appeal to the Superintendent. The appeal shall be made in writing within five (5) days after receipt of the Principal's decision. The Superintendent shall notify the HCSS President of the employee's intent to appeal. The Superintendent shall investigate the grievance and render his/her decision in writing within ten (10) days after receipt of the appeal at this level, but such time may be extended upon mutual agreement.
- 6.11 Step 4: If the employee is not satisfied with the decision rendered by the Superintendent, he/she may within five (5) days of receipt of the Superintendent's reply, appeal his/her grievance to the School Board. The Board or a committee thereof shall review the grievance and either party may request that a hearing be held with those involved in the grievance prior to the Board making its decision. Such meeting shall be held in executive

session and be held no sooner than ten (10) days nor later than twenty (20) days of said request, which time may be extended upon mutual agreement. The School Board shall render its decision in writing within ten (10) days of the hearing. If no hearing is held, then the Board shall render its decision within fifteen (15) days of said appeal.

- 6.12 Step 5: If the decision of the Board does not resolve the grievance and the Association determines that the matter should be arbitrated, the Association shall notify the Superintendent in writing of its demand for arbitration within fifteen (15) days after the deadline for the School Board's decision at Step 4. An arbitrator shall be selected, when possible, by mutual agreement of the Superintendent and the Association. If the parties are unable to select an arbitrator by mutual agreement, an arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The arbitrator shall be limited to issues submitted by the parties, and shall consider nothing else. The arbitrator shall neither add to nor subtract from this Agreement. The arbitrator's decision shall be final and binding. Each party shall bear its own fees and costs, but the parties shall share the arbitrator's fees and costs equally.

ARTICLE 7 (Sick Leave Bank)

- 7.1 The sick bank is established to be used for absences for medical reasons after the bargaining unit member has exhausted sick leave benefits. The sick bank days shall be used to cover those days beyond the time an individual employee's accumulated sick days expire. The rules are as follows:
- a. All eligible bargaining unit members shall participate. On September 1, of each year, all current employees who are not currently participants shall contribute 2 days to the bank.
 - b. Probationary support staff members cannot participate until after his/her one year probationary period. Only then, can they participate. Probationary staff members are the only exception to the contribution timeline as stated under point (a.). Those employees shall participate in the bank by contributing two days to the bank within 30 days after completion of the probationary period.
 - c. No employee may draw more than 30 sick bank days or the number of days in the sick bank, whichever is less, in any one fiscal year. An employee's request for more than 30 sick bank days may be granted at the Board's discretion, but the Board's decision on such a request shall not be subject to the grievance procedure. Participating bargaining unit members collectively shall not draw more than 100 sick bank days or the number of days in the sick bank, whichever is less, in any one fiscal year.
 - d. If in September the total number of days in the bank is less than one hundred (100) and there are insufficient contributions from new participants to bring the total above one

hundred (100) each continuing participant will contribute the lowest equal number of days that is sufficient to bring the total days in the bank to at least one hundred (100).¹

e. If the bank should drop below twenty (20) days during the course of the year, then a request shall go out to all participating members for one (1) additional day. The district however, will distribute no more than one hundred (100) days per fiscal year if so needed by the bank.

f. A three member sick bank committee, elected at the fall HCSS union meeting shall receive, review, and determine eligibility for all requests for days from the sick bank. The committee shall recommend approved applications to the Superintendent for approval.

ARTICLE 8

(Health, Disability, & Life Insurance Benefits)

- 8.1 Any employee who works thirty (30) or more hours per week shall be entitled to health insurance benefits as described below.
- 8.2 The School District shall pay a portion of health insurance premiums for those employees who qualify under Section 8.1. Qualified employees may select the School Care CIGNA Red Open Access or any other health insurance plan mutually designated by the School Board and the Association. The plan will include prescription co-payments of \$10/\$30/\$65. The School District shall pay the following portion of the premium for School Care CIGNA HMO each year: Employee is responsible for the deductible.

Single	90%
Couple	80%
Family	60%

If an employee selects a designated plan other than School Care CIGNA HMO, the School District shall pay the same dollar amount toward the premium for the selected plan that it pays toward School Care CIGNA HMO, and the employee shall pay the difference.

- 8.3 The School District will pay \$1,500 minus any penalty that the School District incurs because the employee receives subsidized insurance (e.g., under the Patient Protection and Affordable Care Act), if the employee qualifies for but declines the insurance offered by the School District. Employees opting for this payment must provide the District with proof of alternative health insurance coverage that is not subsidized (e.g., not subsidized under the Patient Protection and Affordable Care Act) by July 1 of each year for the following year. No such proof of coverage shall be required if the employee is covered under a health plan held by another employee of the School District. If an employee requests waiver of the July 1 deadline, the final decision whether to waive the deadline shall be made by the Superintendent and shall not be subject to the grievance procedure. This payment will be made in January of each school year in a check separate from the

¹ For example, if the total number of days in the bank in September is 48, the total number of continuing participants is 72, and the total number of new participants is 4, the bank will be replenished to 118 days; 48 days + (62 continuing participants times 1 day) = (4 new participants times 2 days).

employee's regular payroll check. New employees (employed mid-year) who choose to take this cash payment will be pro-rated and will show proof of alternative insurance at the time of employment.

- 8.4 Haverhill Cooperative School District will provide life insurance in the amount of \$30,000 for each employee who works at least twenty (20) hours per week.
- 8.5 Haverhill Cooperative School District will provide Disability Insurance for each employee who works at least twenty (20) hours per week. This benefit is based on a ninety (90) day calendar day elimination period and provides a 60% salary replacement in accordance with the LTD plan in effect as of January 1, 2018.

ARTICLE 9

Over 1,900 – Hour Employees (Vacations, Holidays, & Temporary Leave)

- 9.1 Vacations: will be given by July 1.

After one (1) full work year: Ten (10) days per year. An employee who works a partial work year during the first contract year of employment (July 1-June 30) will receive a pro-rated amount of vacation time during the next contract year (July 1-June 30).

- a. After five (5) consecutive years: twelve (12) days per year.
- b. After eight (8) consecutive years: fifteen (15) days per year.
- c. After twelve (12) consecutive years: twenty (20) days per year.
- d. After eighteen (18) consecutive years: twenty five (25) days per year.

- 9.2 All vacation days will be subject to approval of the Superintendent or his/her designee.

- 9.3 No more than three (3) consecutive weeks of vacation may be taken at one time. Vacation time is not accumulative beyond August 31 of any calendar year, unless previously approved in writing by the Superintendent of Schools or his/her designee. Any employee who has worked for twenty (20) years or more and is unable to take all of his/her vacation days by August 31 of any given year shall be granted up to one week reimbursement payment at his/her current rate of pay. This reimbursement payment is not cumulative.

- 9.4 Holidays as follows:

Independence Day	Christmas Day
Labor Day	New Year's Eve
Veterans' Day	New Year's Day
Thanksgiving Day	MLK Day
Day after Thanksgiving	Memorial Day
Day Before or after Christmas	

If any holiday falls on a day when school is in session, a floating holiday will be granted.

- 9.5 Sick Leave: Employees who work over 1,900 hours per year shall be entitled to twelve (12) days of sick leave per fiscal year, cumulative to a maximum of ninety (90) days. Up

to five (5) of these days may be taken to care for a sick member of the immediate family. Probationary employees will accrue his/her first twelve (12) sick days from month to month during the first year of hire.

Immediate family is defined as spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, and significant other adult in a committed relationship with the employee who resides in the employee's household.

- 9.6 Personal/Emergency Leave; Employees who work over 1,900 hours per year shall be granted three (3) days of personal leave, non-cumulative. One (1) day shall be granted without a reason being given to the Building Principal, although notification shall be given twenty-four (24) hours prior to taking the day. No day may be taken one day prior to or one day after any vacation, without prior approval of the Superintendent of Schools or his/her designee. Except for the no reason day, personal leave shall require stated reasons and permission of the Superintendent of Schools or his/her designee.

Personal days shall exclude such things as social affairs, pleasure trips and recreation. To be eligible for personal leave, a written request shall, except in an emergency, be submitted to the Superintendent or his/her designee at least twenty-four (24) hours prior to any such leave.

- 9.7 Bereavement Leave: An employee shall be entitled to three (3) days per occurrence for bereavement leave in the event that an immediate family member dies. Immediate family is defined as spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, and significant other adult in a committed relationship with the employee who resides in the employee's household. The employee shall notify the Building Principal that he/she is taking the leave. The Superintendent may extend this leave at his/her discretion.

ARTICLE 10

1,500-Under 1,900 Hour Employees (Holidays & Temporary Leave)

10.1. Holidays:

Thanksgiving Day	Christmas Day
New Year's Eve	New Year's Day
MLK Day	Memorial Day
Veterans' Day	

If any holiday falls on a day when school is in session, a floating holiday will be granted.

- 10.2 Sick Leave: Employees who work 1,500-under 1,900 hours per year shall be entitled to ten (10) days of sick leave per fiscal year, to a maximum of ninety (90) days. Up to five (5) of these days may be taken to care for immediate sick family members. Probationary employees will accrue his/her first ten (10) sick days from month to month during first year of hire.

Immediate family is defined as spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, and significant other adult in a committed relationship with the employee who resides in the employee's household.

- 10.3 Personal/Emergency Leave: Employees who work 1,500-under 1,900 hours per year shall be granted three (3) days of personal leave, non-cumulative. One (1) day shall be granted without a reason being given to the Building Principal, although notification shall be given twenty-four (24) hours prior to taking the day. No day may be taken one day prior to or one day after any vacation, without prior approval of the Superintendent of schools or his/her designee. Except for the one (1) no reason day, personal leave shall require stated reasons and permission of the Superintendent of Schools or his/her designee.

Personal days shall exclude things such as social affairs, pleasure trips and recreation. To be eligible for personal leave, a written request shall, except in an emergency, be submitted to the Superintendent of Schools or his/her designee.

- 10.4 Bereavement Leave: An employee shall be entitled to three (3) days per occurrence for bereavement leave in the event that an immediate family member dies. Immediate family is defined as spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, and significant other adult in a committed relationship with the employee who resides in the employee's household. The employee shall notify the Building Principal that he/she is taking the leave. The Superintendent may extend this leave at his/her discretion.

ARTICLE 11

1,100-Under 1,500 Hour Employees (Holidays & Temporary Leave)

- 11.1 Bargaining unit members who work 1,100-1,500 hours per year shall receive the following holidays:

Thanksgiving Day
Christmas Day
New Year's Day

If any holiday falls on a day when school is in session, a floating holiday will be granted.

- 11.2 Sick Leave: Employees who work 1,100-1,500 hours per year shall be entitled to ten (10) days of sick leave per fiscal year, to a maximum total of ninety (90) days. Up to five (5) of these days may be taken to care for immediate sick family members. Probationary employees will accrue his/her first ten (10) sick days from month to month during first year of hire.

Immediate family is defined as spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, and significant other adult in a committed relationship with the employee who resides in the employee's household.

11.3 Personal/Emergency Leave: Employees who work 1,100-under 1,500 hours per year shall be granted two (2) days of personal leave, non-cumulative. One (1) day shall be granted without a reason being given to the Building Principal, although notification shall be given twenty-four (24) hours prior to taking the day. No day may be taken one day prior to or one day after any vacation, without prior approval of the Superintendent of Schools or his/her designee. Except for the one (1) no reason day, personal leave shall require stated reasons and permission of the Superintendent of Schools or his/her designee.

Personal days shall exclude such things as social affairs, pleasure trips and recreation. To be eligible for personal leave, a written request shall, except in an emergency, be submitted to the Superintendent or his/her designee at least twenty-four (24) hours prior to any such leave.

11.4 Bereavement Leave: An employee shall be entitled to three (3) days per occurrence for bereavement leave in the event that an immediate family member dies. Immediate family is defined as spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, and significant other adult in a committed relationship with the employee who resides in the employee's household. The employee shall notify the Building Principal that he/she is taking the leave. The Superintendent may extend this leave at his/her discretion.

ARTICLE 12

(Hours, Overtime & Salaries)

12.1 The hours and overtime provisions for the employees covered by the agreement shall be governed by the provisions for the Fair Labor Standard Act.

12.2 Subject to Sections 12.5 and 12.6, employees shall be paid wage rates in accordance with the wage schedules in Appendix A.

The Maintenance Technician position shall receive an additional 4% increase each year of the collective bargaining agreement.

Side Bar agreement for FY2021:

The Maintenance Custodial Support position shall be included in the bargaining unit and shall be paid \$18.00/hour for the 2020-2021 school year. For the purposes of the collective bargaining agreement, references to custodians such as the custodial clothing allowance and reduction in force procedures shall also include the Maintenance Custodial Support position.

Generally, no new employee will be placed at a step that is higher than the highest step of existing employees in the same classification who have equivalent experience. However, up to five (5) additional steps may be granted if the Superintendent determines that there is an unavailability of qualified candidates at the hourly rate set forth in the wage schedule, or that a candidate should receive extra credit for prior experience. The

Superintendent shall notify the Association President when additional steps are granted under this exception.

- 12.3 Support staff members called to the workplace on Saturdays and after regular duty hours will be paid a minimum of two (2) hours at one and a half time the normal rate of pay. Staff members called to the workplace on Sundays will be paid a minimum of two (2) hours-at two times the normal rate of-pay.
- 12.4 In addition to the wage rates paid pursuant to Section 12.2, the following employees shall receive the following differentials:
- a. An employee whose normal work schedule commences at 2:00 p.m. or after -- \$.50
 - b. Behavioral assistants or health assistants (determined by the administration based upon the job description and the assigned student) -- \$.50
 - c. Assistants who possess an Associate's Degree or higher degree and/or possess Para educator II certification from the NH Department of Education -- \$.25

Differentials for degrees and/or certifications shall not be added after the start of the school year. To begin receiving a differential for a degree and/or certification, an assistant shall notify the Superintendent of the degree and/or certification in writing by December 1 prior to the school year in which he/she will begin receiving the differential.

- 12.5 A site administrator may recommend to the Superintendent an hourly pay adjustment equal to one step for an employee who has demonstrated improvement significantly beyond that which would be evaluated as successful work performance.
- 12.6 Upon recommendation by the Superintendent and a majority vote by the Board, and in compliance with just cause (Article 14), a support staff employee may be denied a wage increase because of unsatisfactory job performance. A support staff employee in jeopardy of being denied a wage increase shall be given written notice by the administration on or before March 1 detailing the nature of unsatisfactory performance and expected corrections. Such an employee shall have until June 1 to show sufficient improvement to be awarded the wage increase.
- 12.7 Retirement: Any employee who works thirty-five (35) hours or more per week shall be entitled to retirement benefits as described below.
- a. An employee shall be deemed eligible for this stipend if their employment is consecutive for sixteen years or if they leave the service of the Haverhill Cooperative School District and return one time, and accrue the sixteen years of service.
 - b. An eligible employee, who notifies the superintendent of schools in writing of his/her intention to retire by the December 1 prior to retirement, shall receive a one-time stipend in the amount of \$3,000. Said stipend shall be paid to the employee by the August 1 after the employee's retirement.

- 12.8 Employees will have the option of receiving their pay divided equally over either 22 or 26 pay periods, which include a balloon check on the 22nd pay period to the equivalent of five (5) pay periods. Overtime will be paid in the pay period in which it is earned.

ARTICLE 13
(Hiring Guidelines)

- 13.1 Letters of intent to hire will be provided to Support Staff by June 1st of each year.

ARTICLE 14
(Fair Treatment)

- 14.1 No employee, who has been employed for more than one full year, will be suspended, disciplined or reprimanded except for just cause.
- 14.2 The probationary period for bargaining unit employees shall be one (1) year from the employee's first day of employment.

ARTICLE 15
(Para-educator Training)

- 15.1 The School District shall reimburse each bargaining unit member for professional development activity costs (e.g., course tuition, workshop, conference or in-service registration) in accordance with the Article, provided that the activity meets the following criteria: (1) the activity is relevant to the goals and objectives of the member's position; (2) the activity is approved in advance by the building principal.
- 15.2 The School District shall not reimburse for college/university registration fees, travel to and from activities, books or other materials required for the activity, nor any college or university course in which the member receives a grade of less than a "B".
- 15.3 Course reimbursement shall be limited to up to \$1,000 per year for each bargaining unit member. Reimbursement for workshops and conferences shall be at a rate of up to \$250 per bargaining unit member each year. In no event shall the total amount expended by the District under this Article exceed \$7,000 for 2021-22, 2022-23 or in 2023-24.
- 15.4 Bargaining unit members shall apply for reimbursement prior to taking a course or workshop, and shall be informed at that time whether sufficient funds remain available to cover the costs. Reimbursement shall be paid to the member within thirty (30) days of the presentation to the Superintendent's Office of (1) documentation of the completed course, workshop or conference; (2) in the case of a course, documentation that the member completed the course with a grade of "B" or better; and (3) a receipt for the course workshop or conference charges incurred.
- 15.5 If a portion of the \$7,000, in 2021-22, 2022-23 or in 2023-24, under Section 15.3 remains unencumbered after June 1 of that year the unencumbered funds will be used toward reimbursement of course credits in excess of \$1,000, provided that members applied for reimbursement of those credits by June 1 and complied with the provisions in this Article.

- 15.6 If the School District has a need for an employee to get specific training or certification, the School District may pay for more than stated above. The excess will not count against the \$7,000 in **2021-22, 2022-23 or in 2023-24** under Section 15.3.

ARTICLE 16 (See Year changed)
(Custodian Clothing)

- 16.1 On or before October 15 of each year the District shall solicit sizes and preferences and provide each custodian with:
- 5 collared-shirts or 5 T-shirts, at each employee's option, with District colors and printing
 - 2 sweatshirts with District colors-and printing
 - 3 pairs of-work pants

A custodian will purchase and be reimbursed \$100.00 for 1 pair of work footwear no later than October 15, **2021** for each consecutive year in the current contract; or a custodian will purchase and be reimbursed \$200.00 for 1 pair of work footwear no later than October 15, **2021** and for every other year thereafter, in the current contract.

Employees may recommend alternative pieces of clothing in lieu of the listed items above such as: rain gear, winter coats, hats or gloves. Any such purchases by the employee must be cost neutral and approved by the applicable school Principal.

ARTICLE 17
(Duration)

- 17.1 The provisions of this Agreement will be effective as of **July 1, 2021**, except as otherwise noted herein and will continue and remain in full force and effect until **June 30, 2024**.
- 17.2 The parties may mutually agree to open negotiations on health insurance matters covered under this Agreement (Article 8 – Health, Disability & Life Insurance benefits). Should one party decide to reopen negotiations, it will provide the other party thirty (30) days prior written notice of such intent. The parties may also engage in negotiations on Article 12 (Hours, Overtime, & Salaries) within the CBA as required to resolve any health insurance matters.

ARTICLE 18
(Reduction in Force)

Whenever it becomes necessary to lay off employees or reduce hours of employees for any reason by more than 5 hours, the procedure shall be as set forth in this article. The decision to lay off, the determination of the service area in which layoffs are to be made, and the number of employees who are to be laid of rests solely with the School Board and shall not be bargain-able or grieve-able.

1. If it becomes necessary to reduce the number of support staff through a layoff or the number of hours worked by more than five hours, the following procedure shall be utilized:
 - 1.1 The superintendent shall notify the Association of the assignment area(s) that are being considered for reduction.
 - 1.2 Reductions shall be accomplished first by attrition, resignation and/or retirements in assignment areas that are designated by the School Board for reduction.
 - 1.3 If more reductions are necessary, then staff in the designated assignment areas will be laid off. In identifying which support staff to release, the administration and the board will consider the following factors with equal weight: assignment area, work performance (utilizing the last five years of evaluations), certification (if applicable), professional development, and seniority (experience in the assignment area). If all the factors are equal, then seniority will be used in making a final determination. Seniority is defined as the total number of years continuously employed in the District. All support staff transferred between categories shall maintain their original hire date.

2. Assignment areas shall be as follows:

Assignment Areas

- Secretaries
- Aides
- Custodians
- Food Service Personnel

3. Employees to be laid off will be given notice of lay off no later than 21 days prior to the effective date of the layoff. Bargaining unit members laid off under the procedure above will be entitled to a recall period that lasts one year beyond November 1 following the date of the layoff. An employee who refuses a job offer during the one year recall period shall forfeit any right to further recalls. An employee who is laid off and recalled shall suffer no loss of seniority or benefit of the employment due to the layoff.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____.

The Haverhill Cooperative School Staff
NEA New Hampshire

The Haverhill Cooperative School Board

HAVERHILL COOPERATIVE SCHOOL DISTRICT

YEAR 1

2021-2022

BASE INCREASE = 0%

VERTICAL INDEX = .02

STEP	PARA	PARA I	AA/PARA II	CUSTODIAN	SECRETARY
0	\$12.45	\$12.45	\$12.76	\$12.59	\$12.45
1	\$12.70	\$12.70	\$13.02	\$12.84	\$12.70
2	\$12.95	\$12.95	\$13.28	\$13.10	\$12.95
3	\$13.21	\$13.21	\$13.54	\$13.36	\$13.21
4	\$13.48	\$13.48	\$13.81	\$13.63	\$13.48
5	\$13.75	\$13.75	\$14.09	\$13.90	\$13.75
6	\$14.02	\$14.02	\$14.37	\$14.18	\$14.02
7	\$14.30	\$14.30	\$14.66	\$14.46	\$14.30
8	\$14.59	\$14.59	\$14.95	\$14.75	\$14.59
9	\$14.88	\$14.88	\$15.25	\$15.05	\$14.88
10	\$15.18	\$15.18	\$15.55	\$15.35	\$15.18
11	\$15.48	\$15.48	\$15.87	\$15.65	\$15.48
12	\$15.79	\$15.79	\$16.18	\$15.97	\$15.79
13	\$16.11	\$16.11	\$16.51	\$16.29	\$16.11
14	\$16.43	\$16.43	\$16.84	\$16.61	\$16.43
15	\$16.76	\$16.76	\$17.17	\$16.94	\$16.76
16	\$17.09	\$17.09	\$17.52	\$17.28	\$17.09
17	\$17.43	\$17.43	\$17.87	\$17.63	\$17.43
18	\$17.78	\$17.78	\$18.22	\$17.98	\$17.78
19	\$18.14	\$18.14	\$18.59	\$18.34	\$18.14

STEPS HAVE BEEN REASSIGNED IN 2021-2022 AS FOLLOWS:

THE NEW STEP 0 IN 2021-2022, WAS STEP 6 IN 2020-2021

STAFF ON STEP 0-4 IN 2020-2021, WILL BE ON NEW STEP 0 IN 2021-2022

STAFF ON STEP 5 AND BEYOND IN 2020-2021, WILL MOVE 2 STEPS IN 2021-2022

HAVERHILL COOPERATIVE SCHOOL DISTRICT

YEAR 2

2022-2023

BASE INCREASE = 2%

VERTICAL INDEX = .02

STEP	PARA	PARA I	AA/PARA II	CUSTODIAN	SECRETARY
0	\$ 12.70	\$ 12.70	\$ 13.02	\$ 12.84	\$ 12.70
1	\$ 12.95	\$ 12.95	\$ 13.28	\$ 13.10	\$ 12.95
2	\$ 13.21	\$ 13.21	\$ 13.54	\$ 13.36	\$ 13.21
3	\$ 13.48	\$ 13.48	\$ 13.81	\$ 13.63	\$ 13.48
4	\$ 13.75	\$ 13.75	\$ 14.09	\$ 13.90	\$ 13.75
5	\$ 14.02	\$ 14.02	\$ 14.37	\$ 14.18	\$ 14.02
6	\$ 14.30	\$ 14.30	\$ 14.66	\$ 14.46	\$ 14.30
7	\$ 14.59	\$ 14.59	\$ 14.95	\$ 14.75	\$ 14.59
8	\$ 14.88	\$ 14.88	\$ 15.25	\$ 15.05	\$ 14.88
9	\$ 15.18	\$ 15.18	\$ 15.55	\$ 15.35	\$ 15.18
10	\$ 15.48	\$ 15.48	\$ 15.87	\$ 15.65	\$ 15.48
11	\$ 15.79	\$ 15.79	\$ 16.18	\$ 15.97	\$ 15.79
12	\$ 16.11	\$ 16.11	\$ 16.51	\$ 16.29	\$ 16.11
13	\$ 16.43	\$ 16.43	\$ 16.84	\$ 16.61	\$ 16.43
14	\$ 16.76	\$ 16.76	\$ 17.17	\$ 16.94	\$ 16.76
15	\$ 17.09	\$ 17.09	\$ 17.52	\$ 17.28	\$ 17.09
16	\$ 17.43	\$ 17.43	\$ 17.87	\$ 17.63	\$ 17.43
17	\$ 17.78	\$ 17.78	\$ 18.22	\$ 17.98	\$ 17.78
18	\$ 18.14	\$ 18.14	\$ 18.59	\$ 18.34	\$ 18.14
19	\$ 18.50	\$ 18.50	\$ 18.96	\$ 18.71	\$ 18.50

THOSE BEYOND THE TOP STEP SHALL RECEIVE A 4% INCREASE

**HAVERHILL COOPERATIVE SCHOOL DISTRICT
2023-2024**

YEAR 3

**BASE INCREASE = 2%
VERTICAL INDEX = .02**

STEP	PARA	PARA I	AA/PARA II	CUSTODIAN	SECRETARY
0	\$ 12.95	\$ 12.95	\$ 13.28	\$ 13.10	\$ 12.95
1	\$ 13.21	\$ 13.21	\$ 13.55	\$ 13.36	\$ 13.21
2	\$ 13.48	\$ 13.48	\$ 13.82	\$ 13.63	\$ 13.48
3	\$ 13.75	\$ 13.75	\$ 14.09	\$ 13.90	\$ 13.75
4	\$ 14.02	\$ 14.02	\$ 14.38	\$ 14.18	\$ 14.02
5	\$ 14.30	\$ 14.30	\$ 14.66	\$ 14.46	\$ 14.30
6	\$ 14.59	\$ 14.59	\$ 14.96	\$ 14.75	\$ 14.59
7	\$ 14.88	\$ 14.88	\$ 15.26	\$ 15.04	\$ 14.88
8	\$ 15.18	\$ 15.18	\$ 15.56	\$ 15.34	\$ 15.18
9	\$ 15.48	\$ 15.48	\$ 15.87	\$ 15.65	\$ 15.48
10	\$ 15.79	\$ 15.79	\$ 16.19	\$ 15.96	\$ 15.79
11	\$ 16.11	\$ 16.11	\$ 16.51	\$ 16.28	\$ 16.11
12	\$ 16.43	\$ 16.43	\$ 16.84	\$ 16.61	\$ 16.43
13	\$ 16.76	\$ 16.76	\$ 17.18	\$ 16.94	\$ 16.76
14	\$ 17.09	\$ 17.09	\$ 17.52	\$ 17.28	\$ 17.09
15	\$ 17.43	\$ 17.43	\$ 17.87	\$ 17.63	\$ 17.43
16	\$ 17.78	\$ 17.78	\$ 18.23	\$ 17.98	\$ 17.78
17	\$ 18.14	\$ 18.14	\$ 18.60	\$ 18.34	\$ 18.14
18	\$ 18.50	\$ 18.50	\$ 18.97	\$ 18.71	\$ 18.50
19	\$ 18.87	\$ 18.87	\$ 19.35	\$ 19.08	\$ 18.87

THOSE BEYOND THE TOP STEP SHALL RECEIVE A 4% INCREASE