

MASTER CONTRACT
HOPKINTON SCHOOL DISTRICT
AND
HOPKINTON EDUCATIONAL SUPPORT STAFF
July 1, 2022 - June 30, 2024

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ARTICLE 1 RECOGNITION

The Hopkinton School Board recognizes the Hopkinton Educational Support Staff, NEA-New Hampshire as the exclusive bargaining representative of a unit including but not limited to support staff Employees such as all health assistants, speech assistants, library media assistants, administrative assistants, office assistants, food service workers, clerical assistants, instructional assistants, student specific assistants, behavioral assistants, learning center assistants, Numeracy Specialist Assistant and Inclusion Assistant and excluding office managers and executive assistants to the Superintendent, the SAU bookkeeper and all supervisors, managers and confidential Employees, pursuant to PELRB certification in Case No. M-0731 (September 23, 1996).

ARTICLE 2: NON-DISCRIMINATION

The Hopkinton School District will not discriminate in its educational programs, activities, policies, or employment practices. The District agrees that it will not discriminate on the basis of race, marital status, sexual orientation, national origin, age, religion, gender, handicap, disability, membership in the Union, or Union activity.

ARTICLE 3: DEFINITIONS

3.1. BOARD: The term "Board" as used in this Agreement shall refer to the Hopkinton School Board acting on its own or acting through the administration of the Hopkinton School District.

3.1 UNION: The term "Union" as used in this Agreement shall refer to the Hopkinton Educational Support Staff, NEA-New Hampshire.

3.3 DISTRICT: The term "District" as used in this Agreement shall refer to the Hopkinton School District.

3.4 ADMINISTRATION: The term "Administration" as used in this Agreement shall refer to all District supervisory employees including, the Superintendent, Director Student Services, Business Administrator, Principal/Asst. Principal, or the Director of Food Service.

3.5. EMPLOYEE: The term "Employee" as used in this Agreement shall refer to a member of the bargaining unit.

3.6. EMPLOYEE REPRESENTATIVE: The term "Employee Representative" as used in this Agreement shall mean any designated Union representative.

3.7. CLASSIFICATION: The term "Classification" as used in this Agreement shall refer to Employee job titles and wage schedule track assignments.

| Office | Food Service | Student Support | Library |
|-------------------------|-------------------|---|----------------------------|
| I. Clerical Asst. | I. General Worker | | |
| II | II. Cook | | |
| III. Office Asst. | III. Manager | III. Instructional Asst. | |
| V. Administrative Asst. | | V. Inclusion Asst., Behavioral Asst., Speech & Language Asst., Learning Center Asst., Numeracy Specialist Asst. | V. Library Media Assistant |

ARTICLE 4: PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

4.1. Negotiations shall be conducted pursuant to the New Hampshire RSA:273-A as may be from time to time amended. The provisions of this Article shall not be subject to the Grievance Procedure set forth herein but shall be enforceable under RSA:273-A.

4.2. By April of the calendar year prior to the expiration of this Agreement, either party may notify the other of its desire to modify the terms and conditions of the Agreement. The parties recognize that it is in their interest to commence negotiations in sufficient time to reach agreement within budget timelines and, if desired by either party, agree to commence negotiations no later than July 1 of the calendar year prior to the expiration of this agreement. The Board agrees to provide the Union with such non-confidential information it may have which is both timely requested and reasonably necessary for the Union to carry out its bargaining obligations.

4.3. Any Agreement reached shall be reduced to writing and signed by the Board and the Union. The Board shall make a good faith effort to secure funds necessary to implement said Agreements and shall draft and publicize any warrant which includes the costs of the Agreement, including

Agreements which are to cover more than one year in such a manner as to make the duration of the Agreement and its overall economic cost clear to District voters. Where the recommendations of a fact finder have been rejected, the Board will submit the fact finder's findings and recommendations to the District voters as provided for in RSA273-A: 12.111.

4.4. If the monies to fund the economic provisions in the first year of any Agreement are not appropriated as provided for in the Article, and then either party may reopen negotiations on all or part of the entire Agreement.

4.5. The Hopkinton School Board reserves the right to open negotiations focused solely on the impact of outsourcing food service operations.

ARTICLE 5: BOARD RIGHTS

The parties agree that, except as otherwise specifically limited by this Agreement, all management functions, powers, authorities and responsibilities shall remain exclusively vested with the District which shall include, but not be limited to, the following:

5.1. The right to select and direct Employees; to determine vacancies; the qualifications for the hiring and retention of Employees; to determine standards for work; to determine the content of job descriptions; to hire, promote, transfer, assign, retain Employees in position; and to discipline, suspend and discharge Employees for just cause provided that the reasons shall support the actions taken and all information forming the basis for such action will be made available to the Employee at the time the action is taken.

5.2. The right to lay off Employees for lack of work, budgetary considerations, or reorganization.

5.3. The right to determine the functions, programs, means, methods, and budgetary and financial procedures of the District; to determine the number of personnel by which the District's operations are to be conducted; and to determine whether and to what extent the work of the District should be contracted out, provided, however, that if any contracting out occurs which will result in the lay-off of any Employees, such contracting out shall not begin until the expiration of this Agreement. Prior to any contracting out that will result in the lay-off of any Employees, the Board will meet and discuss with the Union the rationale for the decision and will bargain over the impact of the decision on unit members.

5.4. The right to determine the organization structure of the District.

5.5. The right to take such actions as may be necessary to carry out the mission of the District in case of emergencies.

5.6. The right to make such rules, regulations and policies provided they are not inconsistent with the provisions of this Agreement and to require compliance therewith.

ARTICLE 6: UNION RIGHTS

6.1. The Union will have the right to use school buildings at reasonable times, without cost, for meetings. Requests for the use of the buildings for such purposes will be made to the Principal of that building.

6.2. The Union will have the right to post notices on its activities and matters of Employee concern in appropriate areas of each building and shall also have the use of the Employee mailbox and electronic communications system.

6.3. Upon receipt of written notification by an Employee, the District will deduct Union dues from the Employee's paycheck and forward such deduction to the Union's Treasurer or the Union's designee. The District will be held harmless by the Union from any and all claims in connection therewith.

6.4. The Union may, with permission from the Building Principal, use school equipment normally used by Employees. However, expendable material such as paper products will be at the expense of the Union.

6.5. Every September and January, the Union may request from the Board a list of the current bargaining unit members, including their names, addresses, assignments, hiring dates, placement on the wage schedule, and where relevant, creditable experience. Such request shall be granted.

6.6. The District will provide the name, position, and wage placement of all new hires to the Union President(s) within ten (10) calendar days of the decision to hire at the District level. Where there is a planned personnel action affecting wages, hours, or work assignment of a bargaining unit Employee, the Union President(s) will be notified beforehand when possible.

6.7. As long as the Union is certified as the representative of these District Employees pursuant to RSA 273-A, the rights and privileges set forth in this Agreement shall not be granted to any other bargaining agent.

ARTICLE 7: EMPLOYEE RIGHTS

7.1. The District agrees that it will not discriminate against any bargaining unit member, with respect to hours, wages or any terms or conditions of employment or activities, by reason of his/her membership in the Union.

7.2. Employees shall have the right, upon reasonable notice, to review and make copies of any information in their file, except confidential pre-employment references. The Employee shall have the right to be accompanied by a Union representative. The Employee shall receive copies of material placed in his/her file and may place a response to any material in the file. A signature by an Employee shall be evidence of receipt of copy and not assent to contents.

7.3. Written Notice: In the event that any Employee shall be discharged, non-renewed, suspended, disciplined, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any professional advantage, the individual shall be informed in writing by the administration. All information forming the basis for such action(s) will be made available to the Employee at the time such action is taken. The reasons shall support the actions taken.

7.4. When a request for representation by a Union member is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union (i.e. the HESS building representative or the HESS Executive Board Member) is present within a reasonable period of time.

ARTICLE 8: GRIEVANCE PROCEDURE

8.1. A "grievance" is a claim by an Employee or by the Union that there has been a misapplication, misinterpretation, or violation of a specific provision of this Agreement. The "grievant" may be the Union or an Employee making the claim.

8.2. The parties acknowledge that it is more desirable for an Employee and his/her immediate supervisor to resolve problems through free and informal communication. Grievances which are not satisfactorily resolved informally shall be placed in writing and processed under this Article.

8.3. An Employee covered by this Agreement shall have the right to have a Union representative present at all steps of the process.

8.4. Except as otherwise indicated, the term "days" when used in this Article shall mean "school days", except after the final day of the school year and prior to the beginning of the next school year when it shall mean Monday through Friday, excluding holidays. In the event that a grievance is processed during the months of July and August, a waiver of the timeline in Step 1 through 4 may be permitted by mutual agreement of the parties.

8.5. A grievance must be filed within 20 school days following the time at which the grievant was notified or could have reasonably been aware of the existence of the situation, which is the basis for the grievance.

8.6. STEP ONE: At Step One, the grievance must be presented to the Employee's immediate supervisor. The grievance shall be filed on a grievance form which is attached hereto as Appendix B and must include the nature of the grievance including names, dates and other related facts which will provide a sound basis for a complete understanding of the grievance; the provisions of the Agreement alleged to have been violated; and the specific remedy sought. Within ten (10) days of the receipt of the grievance, the supervisor, grievant and Union representative shall meet to discuss the grievance. If the grievance is not resolved at this meeting, the supervisor, within 10 days of the meeting, shall forward a written answer to the grievance to the grievant, with a copy to the Union.

8.7. STEP TWO: If the grievance is not resolved at Step One, within 10 days of receipt of the Step One answer the grievant may present the grievance at Step Two. At this step, the grievant will present the grievance to the Superintendent. Within 10 days of the receipt of the grievance at this Step, the Superintendent or his/her designee shall meet with the grievant and a Union Representative to discuss the grievance. At their discretion, either the Superintendent or the Union may have other parties in interest attend the meeting as well. If the grievance is not resolved at this meeting, the Superintendent, or his/her designee, within 10 days of this meeting, shall forward a written answer to the grievance to the grievant, with a copy to the Union.

8.8. STEP THREE: If the grievance is not resolved at Step Two, within 10 days of receipt of the Step Two answer the grievant may present the grievance at Step Three. At this Step, the grievant will present the grievance to the Board. Within 20 days of receipt of the grievance, the Board, the Superintendent or his/her designee, the grievant and a Union representative shall meet to resolve the grievance. At their discretion, either the Board or the Union may have other parties in interest attend the hearing as well. If the grievance is not resolved at this meeting, the Board, within 10 days of the meeting, shall forward a written answer to the grievance to the grievant, with a copy to the Union.

8.9. STEP FOUR:

- a. Within 20 days of the receipt of the Step Three answers, the Union shall advise the Board in writing, through the Superintendent, if it wishes to submit the dispute to arbitration. The arbitrator shall be selected by mutual agreement between the Union and the Board. Should the parties be unable to agree upon an arbitrator within 10 days of receipt of the Board's answer, then arbitration shall be requested of the American Arbitration Union by the Union. The arbitrator shall then be selected in accordance with the rules of the American Arbitration Union.
- b. The scope of the arbitrator's authority shall be limited to interpretation and application of this Agreement, and related issues of substantive or procedural arbitrability. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
- c. The arbitrator shall issue a written decision in every case and shall delineate findings of fact and his/her rationale for reaching the final conclusions.
- d. The arbitrator's decision shall be final and binding on all parties. However, both parties shall have a right to appeal to the New Hampshire courts under provisions of RSA Chapter 542, as amended. It is specifically agreed by the Board and the Union that this contract and the grievance procedure article are subject to the provisions of New Hampshire Revised Statutes Annotated, Chapter 542, as amended.
- e. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator shall be shared equally by the parties.
- f. The parties agree that prior to the opening of the hearing, the arbitrator shall first meet with the parties and explore a mediated solution to the grievance. If such efforts are not fruitful, the arbitrator will hear and decide the case; however, it is specifically understood that nothing said in mediation shall be considered by the arbitrator in reaching his/her decision and he/she will be confined to the evidence and arguments presented in arbitration.

8.10. It is understood that an Employee pursuing a grievance or having a grievance pursued on his/her behalf shall, during the pendency of the grievance, continue to observe all assignments, rules and directives of the Board until such grievance and any effect thereof shall have been duly determined. The filing of pendency of a grievance under the provisions of this article shall not prevent the Board or its representatives from taking the actions complained of.

8.11. Failure of the grievant to comply with the time limitations of this grievance procedure at Steps One, Two or Three shall preclude any further processing of the grievance and shall be deemed an acceptance of the previous answer to the grievance. Failure to file a grievance at Step One within 20 school days shall preclude any subsequent filing of the grievance unless the alleged violation is found to be a continuing violation in accordance with arbitrable principles. Failure by the Administration or Board to answer a grievance in a timely fashion shall allow the grievance to be processed automatically to the next step.

8.12. All time limits may be altered by mutual agreement.

8.13. Any complaint which is filed with any agency or court may not also be filed or processed as a grievance under this Agreement.

8.14. The following matters are excluded from the grievance procedure set forth herein: Board rights and prerogatives as provided and interpreted under RSA 273-A.

ARTICLE 9: PERSONNEL MATTERS

9.1. Employees shall be evaluated using the evaluation instrument set forth in Appendix C. Employees shall have input on the instrument utilized in the evaluation process. Any changes to the evaluation instrument must be distributed to HESS leadership for feedback prior to May 15 of the preceding school year. HESS shall provide feedback on or before July 15. The instrument shall be provided to all support staff members prior to September 15 each school year. Employees shall be provided a copy of the self-evaluation form to be completed and shared with the Employee's immediate supervisor. (The self-evaluation form is available in Appendix D of this document.) The self-evaluation will be used to supplement the annual administration evaluation at the Employer's discretion. An Employee shall be given a copy of the year-end evaluation report prepared by his/her evaluator(s) by May 15 of each year prior to the end of the year conference held before June 1 to discuss the formal evaluation. Following such a conference, the Employee shall sign the report. Such signature shall indicate only that the report has been read by the Employee and does not necessarily indicate agreement with the contents thereof. If the Employee is dissatisfied with the evaluation, he/she may request further conference with the next level of supervision.

9.2. Any complaint regarding an Employee which is made to any member of the Board or administration, by a parent, student, or other person and which may be used in any manner in evaluating the Employee shall be promptly investigated. The Employee shall be given an opportunity to respond to the complaint in writing. Uninvestigated complaints shall not be put in the Employee's personnel file.

9.3. The Employee shall receive a copy of any written complaint made about him/her. The Employee shall acknowledge that he/she had an opportunity to review any complaint by signing the copy of the complaint, which is to be filed. The signature shall not necessarily indicate agreement with the complaint.

9.4. The Employee shall be entitled access to his/her personnel file at any reasonable time upon notice to the Superintendent or his/her designee. The Employee may, if he/she wishes, have a representative of the Union accompany him/her during such review.

9.5. The Employee shall have the right to respond to any material contained in his/her personnel file and such response shall be made a part of the Employee's personnel file. An Employee may copy any material in the file but may not remove the file from the office where it is located.

9.6. No material adverse to the Employee shall be placed in his/her personnel file without written notification to the Employee.

9.7. Employees shall be issued individual employment contracts for the following school year not later than June 1st of each year. Written notices of non-renewal will also be delivered by June 1.

9.8. An individual selected from outside the Hopkinton School District to fill any vacant position will be provided a 60 day probationary period with the appropriate wage rate starting on the first day he or she begins work. A probationary Employee may be terminated at the sole discretion of the District or its representative.

9.9. When a request for representation by a Union member is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union (i.e. the HESS building representative or the HESS Executive Board Member) is present within a reasonable period of time.

ARTICLE 10: CONDITIONS OF EMPLOYMENT

10.1. Employees shall be required to work no more than 182 days per year with the exception of library media assistants who shall work no more than 190 days and the administrative assistant to the assistant principal at the middle and high schools who shall work no more than 200 days per year. The Employee days will include all student days, and a minimum of two professional development days. Prior to the ending of the preceding school year, the Superintendent shall notify each Employee of which days they will be required to work. In the case of a new hire or change in responsibility, any work beyond these required number of days shall be paid on an hourly basis at the Employees hourly rate.

10.2. Hours worked in excess of 40 per week shall be paid at 1/2 times the Employee's regular rate of pay shall be in accordance with the Fair Labor Standards Act (FLSA).

10.3. Compensation for mandatory instructional support for identified students on overnight trips:

- a. Staff members who voluntarily chose to chaperone such events will be paid their regular pay for regular hours worked.
- b. Staff members will receive additional pay at their regular wage for supervisory time outside of the regular workday.
- c. Staff members who work more than 40 hours will receive the required overtime pay (1.5 times regular hourly wage).
- d. Staff members will receive a \$50/night stipend for providing on call status during overnight stays. If a student requires significant support during the nighttime hours, the staff member will receive their regular hourly wage for hours worked.

10.4. The Board agrees that employees shall not work more than five hours without an unpaid, duty-free period of 30 minutes.

10.5. A vacancy existing within the District will be posted by the Superintendent for ten (10) days except in the cases of emergency and notification will be given to the Union President(s) of such vacancy via email. The vacancy notice will include the job title, general description of the position and requirements for the position. In the months of July and August, notice of all vacancies will be posted on an employee website, the link to which will be available on the District website. Employees from within the Union who make a timely written application for a vacant position pursuant to this Section not later than ten (10) days after the date on which the position was posted shall be considered for the position. *EMERGENCY-When a modification of responsibility or a new position is required because of unanticipated programmatic needs, notice will be given to Union President(s) within ten (10) school days.*

10.6. In cases of unscheduled early release days or delayed starts, Employees will not be required to make up the time lost.

10.7. Food service Employees will be paid for a full day on scheduled early release days. The hours accumulated on such days are to be applied to the 18 hours of required annual training.

10.8. In-Service: Employees involved in instructional programs will attend the equivalent of three days (18 hours) of in-service training during the school year as determined by the building administrator or supervisor. The District Professional Development Committee will work to direct specific programs for Employees covered under this Agreement. Such in-service training opportunities offered by the District that occur during the Employee's contract work year shall not be charged as Professional Leave pursuant

to Article XIII, Section 7. At least two bargaining unit members will meet with the District Professional Development Committee to identify professional development opportunities for Employees on at least a quarterly basis. Such in-District workshops and/or conferences that are offered to bargaining unit Employees shall not be scheduled outside the contracted work year/work day of the affected Employees unless they are compensated at their hourly rate.

10.9. Professional Development/Course Reimbursement Funds: \$8,000 will be made available for professional development. This includes workshops, expansive professional development opportunities, and course reimbursement.

- a. The request for these funds has to be in writing (MyLearningPlan for traditional professional development activities and an application for the expansive professional development and course reimbursement opportunities).
- b. The request has to be approved by the building principal and superintendent of schools
- c. Employees may access up to \$800 for course reimbursement per year. In the event that the pool of money is not exhausted by May 1, of each contract year, the District shall equally distribute the remaining money to each employee who received reimbursement that contract year, up to the total amount of six (6) credits at the NHTI in-state rate. Under no circumstances shall an employee's reimbursement exceed the amount the employee expended.

10.10. All newly hired Instructional Assistants must hold or achieve a Bachelor's or Associate's degree, Paraeducator II Certification, or a certificate of satisfactory completion from an approved training program by the end of their first year of employment. Employees must submit a Notification of Completion or Anticipation of Completion of Certification Associate Degree/Bachelor Degree as Instructional Assistant form (Appendix E) to initiate the contractual change in status. Employees with 10 years or more of continuous satisfactory employment in the District as of July 1, 2016, shall be treated as having obtained Paraeducator II Certification for payroll purposes.

10.11. Credentialed Instructional Assistants shall receive additional compensation as follows:

- a. Paraeducator II Certification: An additional Fifty Cents (\$.50) per hour
- b. Associate's Degree: An additional Seventy-five Cents (\$.75) per hour
- c. Bachelor's Degree or Higher: An additional One Dollar (\$1.00) per hour

10.12. Sub Pay: HESS Employees who serve as substitutes and assume responsibilities outside their regular duties will receive additional compensation at the following rates: \$30.00 for any portion of the day exceeding one-half day; \$20.00 for any portion more than two hours but less than one-half day; \$10.00 for any assignment greater than or equal to 30 minutes but less than two hours.

10.13. In the absence of the Kitchen Manager, Kitchen Manager Substitutes will be paid \$3.00 per hour (or any fraction thereof), in addition to their regular wage, for the period of time in which they assume the responsibilities of Kitchen Manager.

10.14. When working at non-school functions food service workers will be paid for a minimum of two hours at the rate of \$25.00 per hour. The rate of pay beyond the 2-hour minimum will be \$20.00 per hour.

10.15. Physical Examinations: The District may require physical examinations after a conditional offer of employment has been extended to an applicant. An offer of employment is conditional upon the results of the physical examination. The District will be responsible for the cost of any physical examination or medical procedure it requires, including a tuberculin skin test.

10.16. Split Full-time Positions: A staff member who, by combining more than one position in the Hopkinton School District obtains full time status, will be covered under the benefits from the larger portion position.

Ex. 60% HEA, 40% HESS - HEA would be the anchor agreement. Ex, 60% HESS, 40% HEA- HESS would be the anchor agreement.

In the case of a 50% - 50% split position, the HEA CBA provides the opportunity to obtain health insurance for 50% and above position. Therefore, the HEA CBA would serve as the anchor agreement.

The NH Retirement System requires 30 hours/week for the classification as a teacher and 35 hours/week for the classification of an employee. (The retirement system states eligibility in terms of hours per week.) A combination employee would have to meet the 35 hours minimum. If the 35-hour minimum is met, the person is eligible for retirement under the employee classification.

The sick and personal days eligibility and usage would follow the anchor position benefits in total.

The health insurance premium proration would be the same as a full-time person who operates under that contract.

Stipend Schedule b Positions Stipend/Schedule b positions will be included in calculating the number of hours requirement.

ARTICLE 11: JOB DESCRIPTIONS

Pursuant to Article IV (Board Rights), the Board shall provide written job descriptions for each position covered by this Agreement. If the Board is considering a change in the job description or if it creates a new position, it shall notify the Union of its intent at least thirty (30) calendar days prior to the implementation of the change or new position unless in case of emergency. In case of emergency, as defined by Article II, notice will be forwarded to the Union President(s) ten (10) calendar days prior to implementation of the change or new position.

ARTICLE 12: LAYOFF

12.1. Layoff shall be defined as a termination of an Employee or Employees by the Board for reasons of a position or program elimination. The decision to layoff Employees shall be made at the sole discretion of the board.

12.2. The Board shall provide any Employee to be laid off with at least thirty (30) days notice of the layoff. Union President(s) shall be notified at the same time of the planned layoff and shall have the right to meet with the Superintendent to discuss the layoff.

12.3. Employees shall be considered for layoff based upon a consideration of multiple factors to include an aggregate of seniority in the District, credible overall educational experience, qualifications, and statements of performance on annual evaluations. Employees who have received layoff notices have the right to replace other Employees in comparable positions who have less seniority/experience and/or have an equal or greater number of notations of performance provided they are qualified for the position.

12.4. Employees who have been laid off shall receive notice of any vacancies in the District for a period of three years and shall be rehired in inverse order of their termination when compared to other laid off Employees. If they are rehired, such Employees will return at no less than the step they occupied when the position previously held was terminated.

ARTICLE: 13 HEALTH INSURANCE

13.1. For Employees who are contracted 30 or more hours per week, the District shall provide health insurance options which include the plan(s) offered in Appendix H or equivalent plan(s) subject to the co-payment schedule and Employee contributions as described in 2 below.

13.2. The District's contribution to the health insurance plan will be 90% of the premium for a plan corresponding to the ABSOS20/40/1KDED(07L) RX10/25/40 for a single person, two person or family plan.

13.3 Employees who select a plan with a preater premium cost than a plan corresponding to the ABSOS20/40/1KDED(07L) RX10/25/40 plan, will be responsible for the difference in cost between the chosen plan and the plan corresponding to the ABSOS20/40/1KDED(07L) RX10/25/40 plan

13.4 The District shall pay 50% of each employee's policy deductible expenses incurred by employees who choose a single, two-person or family plan corresponding to the ABSOS20/40/1KDED(07L) RX10/25/40 plan through a Health Reimbursement Arrangement (HRA) establing by the District.

13.5. The prescription plan available to employees is described in appendix G.

13.6. FSA Contribution: Each staff member that participates in the health insurance benefit shall be eligible for access to a Flexible Spending Account each year to which they may authorize voluntary employee contributions allowed up to that permissible by law when the employee is also enrolled in Health Insurance.

13.7. Buy Out of Insurance: The District shall provide Employees who have demonstrated coverage under a health insurance plan that meets the requirements set by the Patient Protection and Affordable Care Act and waive their right to health insurance on a form (available as Appendix F in this document) and filed no later than July 1 of the contract year the following lump sum taxable payments made in 2 increments – 1/2 on or about December 15th with the remainder on or about June 15th:

- For Employees with 3 or less years of service, \$1,000.
- For Employees with more than 3 full years of employment, \$1,500.

13.8. Employees who waive their right to health insurance will not have their coverage reinstated until the following July 1 except at their own expense and as permitted by the health insurance carrier. However, an Employee may be reinstated at District expense (less prorated unearned buyout amount) at the beginning of the month after reapplication if health insurance coverage provided by the Employee's spouse is involuntarily terminated.

- a. Employees participating in this provision may re-enter the program providing there is a qualifying event as specified by the current policy.
- b. Plan registration/changes may only be made during the month of July of each year.
- c. Any changes in actual coverage and/or carriers must be made by mutual consent of the District and Union. The Union endorses the District's initiation of a study of alternatives to the current health insurance coverage that may provide comparable benefits at a lesser cost to the school District and Employee.

13.9. DENTAL INSURANCE: The District will make available access to the Dental Insurance Plan currently offered to the Employees subject to the following conditions:

- a. Participation will be optional at the discretion of each Employee;
- b. Participation of the Employees of the bargaining unit must meet the requirements of the plan, which as of November 2008, requires 75% of all eligible Employees to opt into the plan. An eligible Employee shall be defined as "any member of the bargaining unit that is not covered by an existing dental plan."
- c. Participants who wish to enroll dependents must meet the requirements of the plan, which as of November 2008, requires at least 50% of those Employees with eligible dependents not covered by another plan, must agree to enroll all eligible dependents.
- d. It shall be the exclusive responsibility of the Employees to solicit membership participation in the plan. In the event that the Employees who choose to use the plan coverage fail to meet the minimum requirements as established by the plans administrators, the District shall have no obligation to offer access to the existing plan or any other plan.
- e. Participation in the plan shall be at the sole expense of each participating Employee.

13.10. LIFE INSURANCE: For Employees who work at least thirty hours per week as part of their regular schedule, the District shall provide life insurance in the amount of \$25,000 (as of age 65, the benefit becomes \$17,000).

13.11. LTD INSURANCE: The District shall provide long-term disability insurance for Employees who work at least 30 hours per week. The benefit is 66 2/3% percent of annualized salary up to a monthly maximum benefit of 66 2/3% of the highest monthly salary in the Union. The elimination period is 90 calendar days and shall continue until age sixty-five. The parties agree that the District shall have the exclusive right to determine the carrier used to provide any of the insurances provided under this section, including the right to self-insure. However, the Board shall not have the right to diminish any of the benefits provided for in this Agreement without negotiations with the Union.

** The waiting period is referred to as an elimination period in the current vendor documentation.*

13.12. SICK LEAVE:

- a. Employees shall be credited with 15 sick days per year, cumulative to 90. Such days shall be accumulated at the rate of 1.5 days per month for September through June.
- b. Any Employee who becomes ill during the school day or leaves work for a medical appointment shall be charged sick leave for the actual absence period in one-hour increments.
- c. Sick Leave Bank
 - i. The Board agrees to establish a Sick Leave Bank to cover Employees in the event of personal illness.
 - ii. The Administrative Committee shall be composed of 3 members appointed by the Union President(s). The District Business Administrator or his/her designee shall be a non-voting ex-officio member of the Administrative Committee and must be invited to all Administrative Committee meetings.

- iii. Each Employee wishing to participate and therefore be covered under this plan shall (i) be employed for 90 days and (ii) be required by the Administrative Committee in writing (on forms provided by the District) to donate 1 day from the total days s/he is allowed to accrue to be deposited in said bank and be deducted from the Employee's sick leave.
- iv. In order to receive time from the Sick Leave Bank, a day must have been contributed.
- v. The Administrative Committee shall inform the Superintendent in writing of those members wishing to participate by October 1st except for new hires wishing to participate.
- vi. The number of available days in the Sick Leave Bank shall not exceed four times the number of Employees.
- vii. If the Sick Leave Bank is at capacity, returning participating staff members will no longer be required to contribute to qualify for this benefit. New hires or returning staff that would like to begin to participate in the Sick Leave Bank must contribute a day to the bank.
- viii. If the number of days in the Sick Leave Bank drops below 75% of the maximum level, staff members will be asked to contribute to the Sick Leave Bank.
- ix. After an Employee has exhausted all accumulated sick leave time and if additional time is needed, the staff member may apply to the Sick Leave Bank.
- x. All requests to the Administrative Committee must be in writing and must be submitted no later than 15 days after the first requested date(s).
- xi. Approved or denied requests will be in writing and forwarded to the Superintendent within 10 days after the request has been received by the Administrative Committee.
- xii. Only Employees who have contributed to the bank pursuant to its rules shall have access to the benefits of the Sick Leave Bank.
- xiii. Sick Leave Bank benefits will terminate should the Employee become eligible for benefits under disability insurance.
- xiv. The Administrative Committee will have the option of requiring medical documentation in support of the leave request.
- xv. The Sick Leave Bank will not be used to supplement Workers' Compensation Benefits. (Note: the sick leave bank guidelines went into effect on October 3, 2012)

13.13. PERSONAL DAYS

- a. Employees who are contracted 30 hours or more per week are eligible for 3 personal days per year. Such personal leave is not cumulative. Employees who are contracted less than 30 hours per week are eligible for personal days prorated according to the number of hours they work each year. Personal days are to be deducted from sick days as used. Personal days in excess of the allotment may be granted at the discretion of the Superintendent; such personal leave is not cumulative, but will be deducted from sick days.
- b. Personal leave may be used for personal reasons, except in cases of emergency, prior written notification of intent to use a personal day shall be given to the principal. Reasons for personal leave will not be solicited.

- c. **New Hires:** Employees that are newly hired to the School District may earn personal leave in the following manner: 1 day after 45 days worked, 2 days after 90 days worked, 3 days after 135 days worked. Such leave is not cumulative.

13.14. PROFESSIONAL LEAVE: Employees are entitled to apply for activities of a professional nature. These activities must be approved by the Administration. Employees who are assigned to attend workshops and/or conferences shall not be charged Professional Leave.

13.15. HOLIDAYS

- a. Employees are entitled to the following holidays: Labor Day, Thanksgiving and the Day After, Christmas and the Day After, New Year's Day, and Memorial Day
- b. Employees that work less than 30 hours a week will receive the holiday pay in the pay period the holiday falls. For Employees with 30 or more hours, and electing equalized pay, the holidays will be factored into equalized pay and recorded as hours worked. If an Employee leaves prior to a holiday, they are not entitled to receive payment.

13.16. BEREAVEMENT LEAVE: Employees are entitled to 5 days of paid bereavement leave per event, including the day of the funeral, when death occurs in the immediate family. Immediate family is defined to include: the Employee's spouse, son, daughter, stepchildren, mother, father, stepparents, brother, sister, grandparents and grandchildren and the same relatives of an Employee's spouse.

13.17. JURY DUTY: The District agrees to provide a leave of absence for an Employee summoned to jury duty or subpoenaed as a court witness. The District will pay the Employee his/her regular pay while on jury duty, and the Employee shall give his/her jury duty payment to the District.

13.18. CHILD REARING LEAVE: Unpaid child rearing leave shall be granted:

- a. To Employees with a minimum of three (3) years employment with the School District.
- b. For a period not to exceed one (1) school year
- c. To Employees in support of the natural or adoptive parenting of a child
- d. With written application made to the administration not less than sixty (60) days in advance of the requested leave (except in case of emergency).

During the time that the Employee is on unpaid child-rearing leave, the Employee shall be entitled to remain eligible for participation in all District fringe benefit programs provided they shall be at the sole expense of the Employee, and provided the Employee shall not be eligible for paid leave.

The granting of child rearing leave is conditional upon an employee returning to work on the first day of either the first or second semester of a school year that falls within the leave period.

Child bearing related disability shall be treated as any other disability and follow state and federal law.

ARTICLE 14: WAGES

14.1. The wage rates for Employees are set forth in Appendix A. The wage rates for any successive Agreement shall not take effect until the voters have approved the financial aspects of the Agreement at the Annual School District Meeting in accordance with applicable law.

14.2. The COLA amount received during the 2012-2013 school year remains as part of the employee's compensation each year of the Collective Bargaining Agreement.

14.3. LONGEVITY

- a. Staff members who currently receive longevity will continue to receive the current longevity value. Staff members in this category will not be eligible to receive Service Recognition Award Stipend.
- b. Staff members with 9 or 10 years of service as of 6/30/2013 will receive longevity based on the following formula: 0.008 times (years or service -1) times salary). The longevity stipend will be provided annually. Staff members in this category will not be eligible to receive Service Recognition Award.
- c. Staff members with less than 9 years of service as of 6/30/2013 are not eligible for longevity. Staff members in this category will be eligible to receive Service Recognition Award.

14.4. **SERVICE RECOGNITION AWARD:** Staff members will receive a Service Recognition Award according to the following chart. The award is given one time, after completing the length of service described. Returning staff members will receive the payment in the first pay period of the following year. Non returning staff members will receive the payment in the first pay period in July in the year following the earning of the recognition.

| Timeline (one time only) | Award | | Timeline (one time only) | Award |
|--------------------------|---------|--|--------------------------|---------|
| After 10 years | \$1,000 | | After 25 years | \$2,500 |
| After 15 years | \$1,500 | | After 30 years | \$3,000 |
| After 20 years | \$2,000 | | After 35 years | \$3,500 |

14.5. Employees that participate in summer curriculum work will be paid the higher of their regular wage or \$18 per hour.

14.6. After initial placement on the wage schedule, and consistent with state law regarding step movement, Employees shall earn one year of credit for advancement for each year of service.

14.7 An Employee who voluntarily terminates employment after having worked in the District for at least 3 years shall, upon rehire, be returned to no less than the same wage step held when terminated.

14.8. EQUALIZED PAY CHECKS

- a. Employees working fewer than 30 hours per week shall be paid according to hours worked.
- b. All new employees hired after the 2015-2016 school year, shall be paid bi-weekly for hours worked during that pay period.
- c. All employees who, in the 2015-2016 school year, have elected to or are being paid bi-weekly for hours worked during that pay period shall continue to be paid in such manner during the term of this Agreement.
- d. All employees who, in the 2015-2016 school year, have elected to receive equal bi-weekly pay amounts prorated on their annualized wages may continue to do so during the term of this Agreement. Such employees may, at their election, convert to being paid bi-weekly for hours worked during that pay period, but upon doing so shall not be allowed to again select equalized pay under this subparagraph.
 - i. When an Employee's annualized wage is prorated for the purpose of equal bi-weekly pay installments, it will be done based on the number of contracted days times hours per day times hourly wage and will include longevity and differential premium pay where applicable. Such equalized bi-weekly installments may be altered in those cases where Employees have worked fewer than or beyond contracted hours, overtime, or are on leave without pay.
 - ii. Employees shall not suffer reduction in equalized bi-weekly pay installments due to school vacations, early release days, late school start, or absences due to conditions where Administration has closed schools.
- e. A schedule with pay dates for the year will be distributed to Employees no later than September 1

14.9. SCHOOL DELAY/ABSENCES

In cases of unscheduled early release or delayed start, Employees will not be required to make up time lost and shall suffer no loss of pay. In cases of school closure, if a make-up day is forgiven, or if the Administration offers an early release on the last day of school, Employees shall be paid for the day.

In cases of school closure Employees electing equalized pay shall suffer no loss of pay for that pay period but shall not receive additional pay for make-up days added to the Employee's calendar year.

ARTICLE 15: NO STRIKE

Under no circumstances will Employees engage in nor will the Union cause, encourage or participate in any strike, any other form of job action, withholding of services, curtailment of work or any other activity that interferes with the operations of the District; nor shall the Board engage in any form of lockout against Employees.

ARTICLE 16: NOTICE UNDER AGREEMENT

16.1. Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Board Chairman directly or the Hopkinton School Board c/o the Superintendent of Schools.

16.2. Whenever written notice to the Union is provided for in this Agreement, such notice shall be addressed to the President(s) of the Hopkinton Educational Support Staff at the then current address.

ARTICLE 17: SAVINGS CLAUSE


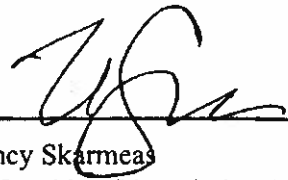
If any provisions of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed invalid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect unless and until such provisions are changed in negotiations.

ARTICLE 18: DURATION

This Agreement shall continue in full force and effect from July 1, 2022 until midnight June 30, 2024.

IN WITNESS WHEREOF the parties have hereunto set their names by their officer duly authorized.

Date: November 9, 2021.

| <i>Hopkinton School Board</i> | <i>Hopkinton Educational Support Staff</i> |
|--|---|
|  |  |
| Jim O'Brien Chair | Nancy Skarmeas Co-President/Negotiation Chair |

Hopkinton Education Support Staff
Proposed Wage Schedule - Employees

15-Jun-22

| 2022-23 | | Base Increase: 0.035 | | | | | | | | |
|---------|-------|----------------------|-------|-------|-------|-------|-------|-------|-------|-------|
| Step - | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| I | 12.72 | 13.17 | 13.63 | 14.11 | 14.59 | 15.11 | 15.64 | 16.19 | 16.75 | 17.34 |
| II | 13.80 | 14.08 | 14.57 | 15.08 | 15.61 | 16.16 | 16.72 | 17.31 | 17.91 | 18.54 |
| III | 14.49 | 15.00 | 15.53 | 16.06 | 16.62 | 17.21 | 17.81 | 18.43 | 19.08 | 19.75 |
| V | 16.38 | 16.95 | 17.54 | 18.16 | 18.80 | 19.46 | 20.13 | 20.84 | 21.57 | 22.32 |

New hires will be placed on steps 1, 2, or 3 depending on directly related work experience.
In no case will a new hire be placed above step 3 unless the bargaining unit agrees to make an exception

2023-24
Base Increase: 3%

| Step - | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|--------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| I | 13.10 | 13.58 | 14.04 | 14.53 | 15.03 | 15.56 | 16.11 | 16.67 | 17.25 | 17.86 |
| II | 14.01 | 14.50 | 15.01 | 15.53 | 16.08 | 16.64 | 17.22 | 17.82 | 18.44 | 19.09 |
| III | 14.92 | 15.45 | 15.99 | 16.55 | 17.12 | 17.73 | 18.35 | 18.99 | 19.65 | 20.34 |
| V | 16.88 | 17.46 | 18.07 | 18.71 | 19.36 | 20.04 | 20.73 | 21.47 | 22.22 | 22.99 |

New hires will be placed on steps 1, 2, or 3 depending on directly related work experience.
In no case will a new hire be placed above step 3 unless the bargaining unit agrees to make an exception

Employees on track 1 will not be hired lower than \$14.00 during this contract
Employees on track 2 will not be hired lower than \$14.50 during this contract

