

**MASTER CONTRACT**

**HOPKINTON SCHOOL DISTRICT**

**AND**

**HOPKINTON EDUCATIONAL SUPPORT STAFF**

**July 1, 2010 – June 30, 2011**

Ratified on January 5, 2010 (HESS)  
January 11, 2010 (HSB)

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## ARTICLE I

### RECOGNITION

The Hopkinton School Board, hereinafter referred to as the "Board," recognizes the Hopkinton Educational Support Staff, NEA-New Hampshire, hereinafter referred to as the "Union" as the exclusive bargaining representative of a unit including but not limited to support staff employees such as all health assistants, speech assistants, library assistants, food service workers, secretaries, tutors, clerical assistants and program assistants, excluding secretaries to the Principal and Superintendent, the SAU bookkeeper and all supervisors, managers and confidential employees, pursuant to PELRB certification in Case No. M-0731 (September 23, 1996).

## ARTICLE II

### 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 Association, or Association activity.

## ARTICLE III

### DEFINITIONS

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.
2. UNION – The term "Union" as used in this Agreement shall refer to the Hopkinton Educational Support Staff, NEA-New Hampshire.
3. DISTRICT – The term "District" as used in this Agreement shall refer to the Hopkinton School District.
4. EMPLOYEE – The term "Employee" as used in this Agreement shall refer to a member of the bargaining unit.
5. EMPLOYEE REPRESENTATIVE – The term "Employee Representative" as used in this Agreement means any designated union representative.

Article III (Continued)

6. CLASSIFICATION – The term “Classification” as used in this agreement shall refer to employee job titles and wage schedule track assignments.
  - I. Clerical Assistant & Food Service Cashier/General Worker
  - II. Food Service Cook
  - III. Instructional Assistants, Library Assistant, and Kitchen Manager
  - IV. Student Specific Instructional Assistant
  - V. Secretaries, Learning Center Specialists, and Assistants (Health, Speech, Behavioral and Inclusion)
7. JOB TITLES

- a. The term Student Specific Instructional Assistant refers to the position for which the individual oversees the instructional program for an individual student(s) where the program and responsibilities are specifically directed by a certified educator.
- b. The term Inclusion Assistant refers to a position for which the individual shares responsibilities for program development, daily oversight/monitoring of a significantly handicapped student’s program and directed instruction under the supervision of a certified educator.
- c. The term Learning Center Specialist refers to a position for which an Instructional Assistant is assigned to a Learning Center or Resource Room and has experience and training related to program instruction for students with learning difficulties.

ARTICLE IV

PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

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.
2. By April 1 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 June 1 of the calendar year prior to the expiration of

## Article IV (Continued)

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.

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 RSA 273-A:12.III.
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, then either party may reopen negotiations on all or part of the entire agreement.

## ARTICLE V

### 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:

- A. 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 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.
- B. The right to lay off employees for lack of work, budgetary considerations, reorganization or other reasons.
- C. The right to determine the functions, programs, means, methods, 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.
- D. The right to determine the organization structure of the District.

Article V (Continued)

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

UNION RIGHTS

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.
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 system.
3. Upon receipt of written notification by an employee, the Board will deduct Union dues from the employee's paycheck and forward such deduction to the Union's Treasurer or the Union's designee. The Board will be held harmless by the Union from any and all claims in connection therewith.
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.
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 and salaries, and where relevant, creditable experience. Such request shall be granted.
6. The District will provide the name, position and wage placement of all new hires to Association within ten (10) calendar days of the decision to hire at the SAU level. Where there is a planned personnel action affecting wages, hours, or work assignment of a bargaining unit employee, Association will be notified beforehand when possible.
7. As long as the Union is certified as the representative of these Hopkinton 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 VII

### EMPLOYEE RIGHTS

1. The Employer 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 Association.
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 an Association 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.
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.

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

## ARTICLE VIII

### GRIEVANCE PROCEDURE

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

## Article VIII (Continued)

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.
5. A grievance must be filed within twenty (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.
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 provision(s) 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 ten (10) days of the meeting, shall forward a written answer to the grievance to the grievant, with a copy to the Union.

### 7. STEP TWO

If the grievance is not resolved at Step One, within ten (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 ten (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 ten (10) days of this meeting, shall forward a written answer to the grievance to the grievant, with a copy to the Union.

### 8. STEP THREE

If the grievance is not resolved at Step Two, within ten (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 twenty (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 ten (10) days of the meeting, shall forward a written answer to the grievance to the grievant, with a copy to the Union.

Article VIII (Continued)

9. STEP FOUR

- a. Within twenty (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.
  - b. 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 ten (10) days of receipt of the Board's answer, then arbitration shall be requested of the American Arbitration Association by the Union. The arbitrator shall then be selected in accordance with the rules of the American Arbitration Association.
  - c. 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.
  - d. 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.
  - e. 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.
  - f. 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.
  - g. 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.
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.
  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

## Article VIII (Continued)

Step One within twenty (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 and Board to answer a grievance in a timely fashion shall allow the grievance to be processed automatically to the next step.

12. All time limits may be altered by mutual agreement.
13. Any complaint which is filed with any agency or court may not also be filed or processed as a grievance under this Agreement.
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 IX

### PERSONNEL MATTERS

1. Employees shall be evaluated using the evaluation instrument set forth in Appendix C. 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 will be used to supplement the annual administration evaluation at the employee'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 to discuss the formal evaluation. Following such 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.
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.
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.
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.

Article IX (Continued)

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.
6. No material adverse to the employee shall be placed in his/her personnel file without written notification to the employee.
7. Employees shall be issued individual employment contracts for the following school year not later than June 1<sup>st</sup> of each year.
8. An individual selected from outside the Hopkinton School District to fill any vacant position will be provided a sixty (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. When a request for representation by an Association member is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association (i.e. the HESS building representative or the HESS Executive Board Member) is present within a reasonable period of time.

ARTICLE X

CONDITIONS OF EMPLOYMENT

1. Employees shall work no more than 181 days per year, with the exception of library assistants who shall work no more than 190 days and secretaries who shall work no more than 200 days per year. The employee days will include up to 180 student days, and a minimum of 1 – professional development day at the beginning of the school year. Prior to the ending of the preceding school year, the Superintendent shall notify each employee of which days they will be required to work. Any work beyond these maximum numbers of days shall be paid on an hourly basis at the employee's hourly rate.
2. Hours worked in excess of 40 per week shall be paid at one and one-half (1 ½) times the employee's regular rate of pay. Compensatory time in lieu of overtime payment shall be allowed in accordance with the Fair Labor Standards Act. If an employee is taking compensatory time in lieu of payment, the particular time to be taken must be approved by the supervisor.
3. The Board agrees that each employee will have an unpaid, duty-free lunch period of thirty (30) minutes. In the event that an employee is required to work during his/her lunch period or part thereof, he/she shall be paid at the regular hourly rate.

Article X (Continued)

4. A vacancy, which exists 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 of such vacancy. The vacancy notice will include the job title, general description of the position and requirements for the position.
- 4.1 Employees will have the right to an interview for vacant positions for which they are qualified provided the employee submits a written request not later than ten (10) days after the date the position was posted.
- 4.2 Employees from within the bargaining unit who make timely application for vacancies pursuant to Section 4.1 shall be considered and given an opportunity to interview for said vacancy.
- 4.3 In the months of July and August, notice of vacancies will be posted in each building with a copy sent to the Union President or designee at their home address.
- 4.4. Employees may be sent notice of vacancies in the months of July and August if notification is given in writing to the Superintendent's office by June 1<sup>st</sup>. The notification should include the specific position(s) in which the employee has interest.
5. In cases of unscheduled early release days or delayed starts, employees will only be required to make up one 2 hour period.
6. 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.
7. 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 XI, Section 6. At least two bargaining unit members will meet with the District Professional Development Committee to identify professional development opportunities for employees of the District 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.
8. Employees may apply for funds to attend workshops outside of the District by submitting a request in writing to the building principal. Upon approval of the request, the building principal will determine the availability of funds to cover the workshop costs. The granting of such funds shall be at the discretion of the principal. The District will allocate \$2,000 annually for conferences and workshops for the employees covered under this Agreement.

Article X (Continued)

9. Instructional Assistants who receive a certificate of satisfactory completion from a state approved training program for Instructional Assistants equivalent to former CLL program, receive NH Paraeducator II certification, hold an Associates Degree, provided it is relevant to the employee's assigned responsibilities, shall receive an additional \$.50 cents per hour commencing the school year following notification of satisfactory completion of the certification program.
10. In the case where Instructional Assistants substitute for regular classroom teachers, they will receive a stipend of \$30.00 for a full day assignment (any portion of the day exceeding ½ day) and \$20.00 for a half-day assignment (any portion more than 2 hours) and \$10.00 for two hours or less in addition to their regular pay.
11. 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.
12. 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.
13. Physical Examinations:
  - a. 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.
  - b. The physical may include a tuberculin skin test, which shall be administered in accordance with Hopkinton School Board policy.

ARTICLE XI

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) 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 ten (10) days prior to implementation of the change or new position.

## ARTICLE XII

### LAYOFF

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.
2. The Board shall provide any employee to be laid off with at least thirty (30) days' notice of the layoff. The Union 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.
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, and statements of unsatisfactory performance on annual evaluations. Employees who have received lay off 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 unsatisfactory performance provided they are qualified for the position.
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 XIII

### BENEFITS

#### 1. HEALTH INSURANCE

##### A. 200-DAY EMPLOYEES

1. District shall provide all 200-day employees with health insurance options which include Matthew Thornton Classic or equivalent plan, subject to the co-payment schedule and employee contributions as described in A2 below. The 200-day employee may choose single membership, two-person, or family membership in one of the options provided. Employees who have Comp 100 or Blue Cross/Blue Shield Choice Three Tier as of June 30, 2006 will be grandfathered to continue this plan.
2. The District's contribution to the health insurance plan options for 200 day employees only will be:
  - ◆ BC/BS Comp 100 - 87% premium (Employee premium cap of \$1,950);
  - ◆ BC/BS Blue Choice "Three Tier" – 87% premium (Employee premium cap of \$1,500);
  - ◆ Matthew Thornton "Classic" – 92% premium (Employee premium cap of \$900).

Article XIII (Continued)

◆ The District shall provide each 200-day employee who waives his or her right to health insurance on a form suitable to the District and filed no later than July 1 of the contract year the following lump sum taxable payment made in two (2) increments - ½ on or about December 15<sup>th</sup> with the remainder on or about June 15<sup>th</sup>.

- a. For employees with three (3) or less years of service, \$1,000.
- b. For employees with more than (3) full years of employment, \$1,500.

B. THIRTY HOURS OR MORE PER WEEK EMPLOYEES

1. For employees who are contracted thirty hours or more per week after July 1, 2006, the District shall provide health insurance options which include Matthew Thornton Classic or equivalent plan, subject to the co-payment schedule and employee contributions as described in B2 below. Employees who have Comp 100 or Blue Cross/Blue Shield Choice Three Tier as of June 30, 2006 will be grandfathered to continue this plan.

2. The District's contribution to the health insurance plan options for thirty hours or more per week employees will be:

◆ For employees with three (3) or less years of service, 60% of premium of selected single person plan or 55% of a 2-person plan.

◆ For employees with four (4) to nine (9) years of service, 85% of premium of selected single person plan or 60% of a 2-person plan.

◆ For employees with ten (10) to fourteen (14) years of service, 90% of selected single person plan or 70% of a 2-person plan.

◆ For employees with fifteen (15) or more years of service, 90% of selected single person plan or 80% of a 2-person plan.

◆ The District shall provide employees who waive their right to health insurance on a form suitable to the District and filed no later than July 1 of the contract year the following lump sum taxable payments made in two (2) increments - ½ on or about December 15<sup>th</sup> with the remainder on or about June 15<sup>th</sup>:

- a. For employees with three (3) or less years of service, \$1,000.
- b. For employees with more than (3) full years of employment, \$1,500.

Article XIII (Continued)

- C. 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 buy out amount) at the beginning of the month after reapplication if health insurance coverage provided by the employee's spouse is involuntarily terminated.
- D. Members of this Agreement participating in this provision may re-enter the program providing there is a qualifying event as specified by the current policy.
- E. Plan registration/changes may only be made during the month of July of each year.
- F. Any changes in actual coverage and/or carriers must be made by mutual consent of the District and Union. The Association 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.

2. DENTAL INSURANCE

The Hopkinton School District SAU #66 will make available access to the Dental Insurance Plan currently offered to the members of the Hopkinton Education Support Staff bargaining unit subject to the following conditions:

- 1) Participation will be optional at the discretion of each individual member;
- 2) Participation of the members of the bargaining unit must meet the requirements of the plan, which as of November 2008, requires 75% of all eligible members to opt to take the plan. An eligible member shall be defined as "any member of the bargaining unit that is not covered by an existing dental plan."
- 3) 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.
- 4) It shall be the exclusive responsibility of the bargaining unit membership to solicit membership participation in the plan. In the event that the members who choose to use the plan coverage fail to meet the minimum requirements as established by the plans administrators, the Hopkinton School District shall have no obligation to offer access to the existing plan or any other plan.
- 5) Participation in the plan shall be at the sole expense of each participating member.

Article XIII (Continued)

3. LIFE INSURANCE. For employees who work at least 200 days per year, the District shall provide life insurance in the amount of \$25,000, (as of age 65, the benefit becomes \$17,000). For employees who work less than 200 days per year, but 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).

4. LTD INSURANCE. The District shall provide long term disability insurance for employees who work at least thirty (30) hours per week. The benefit is sixty-six and two-thirds (66 2/3%) percent of annualized salary up to a monthly maximum benefit of 66 2/3% of the highest monthly salary in the bargaining unit. The elimination period is ninety (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.

5. SICK LEAVE

- a. Employees who work at least 200 days per year shall be credited with 16 sick days per year, cumulative to 90. Such days shall be accumulated at the rate of 1.6 per month for September through June.
- b. Employees who work less than 200 days per year shall be credited with 12 sick days per year, cumulative to 90. Such days shall be accumulated at the rate of 1.2 days per month for September through June.
- c. 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.
- d. Sick Bank

The Board agrees to establish a Sick Leave Bank to cover members in the bargaining unit in the event of personal illness. The Sick Leave Bank shall be administered by a joint committee of the Administration and Association. The Committee shall be composed of three (3) members appointed by the Association President. The District Business Administrator or his/her designee shall be a non-voting ex-officio member of the Committee and must be invited to all Committee meetings.

Each employee wishing to participate and therefore be covered under this plan shall be required by the Administrative Committee in writing (on forms provided by the District) to donate one (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. In order to receive time from the Sick Bank, a day must have been contributed during the year they are applying. The Administrative Committee shall inform the Superintendent in writing of those members wishing to participate by October 1<sup>st</sup> except for new hires wishing to participate. The number of available days in the Sick Leave Bank shall not exceed three times the number

## Article XIII (Continued)

of members in the bargaining unit. When available days in the Bank drops below thirty (30) days, additional days may be donated by bargaining unit employees who wish to remain in the Bank.

After an employee has exhausted all accumulated sick leave time, the staff member may apply to the Sick Leave Bank if additional time is needed. In order to receive time from the Bank, at least one day during that year must have been donated. All requests to the Administrative Committee must be in writing and must be submitted no later than fifteen (15) days after the first requested date(s). Approved or denied requests will be in writing and forwarded to the Superintendent within ten (10) days after the request has been received by the Committee.

Only employees who have contributed to the bank pursuant to its rules shall have access to the benefits of the bank. Sick bank benefits will terminate should the employee become eligible for benefits under disability insurance.

### Sick Bank Administrative Guidelines

- a. The Committee shall be composed of three (3) members appointed by the Association President. The District Business Administrator or his/her designee shall be a non-voting ex-officio member of the Committee and must be invited to all Committee meetings.
- b. Each employee wishing to participate and therefore be covered under this plan shall be required by the Administrative Committee in writing (on forms provided by the District) to donate one (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.
- c. In order to receive time from the Sick Bank, a day must have been contributed during the year they are applying.
- d. The Administrative Committee shall inform the Superintendent in writing of those members wishing to participate by October 1<sup>st</sup> except for new hires wishing to participate.
- e. The number of available days in the Sick Leave Bank shall not exceed three times the number of members in the bargaining unit. When available days in the Bank drops below thirty (30) days, additional days may be donated by bargaining unit employees who wish to remain in the Bank.
- f. After an employee has exhausted all accumulated sick leave time, the staff member may apply to the Sick Leave Bank if additional time is needed.

Article XIII (Continued)

- g. All requests to the Administrative Committee must be in writing and must be submitted no later than fifteen (15) days after the first requested date(s).
- h. Approved or denied requests will be in writing and forwarded to the Superintendent within ten (10) days after the request has been received by the Committee.
- i. Only employees who have contributed to the bank pursuant to its rules shall have access to the benefits of the bank.
- j. Sick bank benefits will terminate should the employee become eligible for benefits under disability insurance.
- k. The Committee will have the option of requiring medical documentation in support of the leave request.
- l. The Sick Day Bank will not be used to supplement Workers' Compensation Benefits.

6. PERSONAL DAYS

- a. Employees who are contracted 30 hours or more per week are eligible for three (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 pro rated according to the number of hours they work each year. Such personal leave is not cumulative.
- 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.

6. PROFESSIONAL LEAVE. Classroom support personnel shall be entitled to take two professional days per year for activity of a professional nature which has been authorized by the Principal. The Principal may grant additional professional leave days at his/her discretion.

- a. Employees who are assigned to attend workshops and/or conferences shall not be charged Professional Leave.

Article XIII (Continued)

8. HOLIDAYS. Employees are entitled to the following holidays:

- Thanksgiving and the Day After
- Christmas and the Day After
- New Year's Day
- Memorial Day
- Labor Day

a. 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, 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.

9. BEREAVEMENT LEAVE - Employees are entitled to three (3) 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 employees spouse.

10. 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.

11. CHILD REARING LEAVE. In addition to the eight week period of time in which an employee is disabled as a result of an uncomplicated birth of a child, or upon the adoption of any infant child, upon written request to the Administration given at least sixty (60) days prior to the anticipated birth date, or adoption date, the employee shall be granted child-rearing leave without pay. As consideration of this extended time, an employee on said leave agrees to return on the first day of a pay period, and provide further that the total leave shall not exceed sixteen (16) months. A further extended leave may be granted at the discretion of the Board. The employee shall give the Board notice of the intended return date at the time of request for leave. The consideration for the granting of extended leave is the agreement of the employee to give notices and abide by the return dates set forth in this paragraph. 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.

## ARTICLE XIV

### WAGES

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.
2. An employee who has completed at least ten (10) years of service with the District shall receive a longevity payment added to his/her hourly rate equal to his/her hourly rate times .008 times his/her years of service on the anniversary date of hire. For this contract, 1 year of service will be deducted to determine longevity. For example, date of hire is 9/1/1999 the years component of this calculation would be 10 years in 2010-11.
3. Support Staff that participate in summer curriculum work will be paid the higher of their regular wage or \$18 per hour.
4. After initial placement on the wage schedule, and consistent with the state of the law regarding step movement, employees shall earn one year of credit for advancement for each year of service.
  - An employee who voluntarily terminates employment after having worked in the District for at least three (3) years shall, upon rehire, be returned to no less than the same wage step held when terminated.
  - EQUALIZED PAY CHECKS. Employees working 30 or more hours per week shall receive equal bi-weekly pay amounts prorated on their annualized wages, after completing the first year of employment. Employees shall have the option of 21 or 26 paychecks per year. Employees working fewer than 30 hours per week shall be paid according to hours worked.
    - a. 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.
    - b. 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.
    - c. A schedule with pay dates for the year will be distributed to employees no later than September 1<sup>st</sup>.

Article XIV (Continued)

- d. Employees that are employed in more than one position in the district will be paid on a weighted wage scale. The weighted hourly rate will be calculated as follows:

$$\begin{aligned} &\text{Hours * salary class and step hourly rate of position \#1 (Class III, IV or V)+} \\ &\text{Hours * salary class and step hourly rate of position \#2 (Class III, IV or V) = X} \\ &\text{X/total hours per day = Y (the weighted hourly rate)} \end{aligned}$$

This weighted hourly rate will be the employee's rate throughout the year as long as there are no changes made by Administration due to student need. Longevity will be calculated based upon the employee's actual class and step wages.

5. SCHOOL DELAY/ABSENCES. In cases of unscheduled early release or delayed start, employees will be required to make up one 2 hour period.
  - a. In cases of school closure employees 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. 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.

ARTICLE XV  
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 XVI  
NOTICE UNDER AGREEMENT

1. Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Board Chairman directly or, Hopkinton School Board c/o the Superintendent of Schools.
2. Whenever written notice to the Union is provided for in this Agreement, such notice shall be addressed to the President of the Hopkinton Educational Support Staff at the then current address.

ARTICLE XVII  
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 XVIII

DURATION

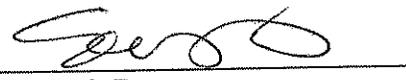
This Agreement shall continue in full force and effect from July 1, 2010 until midnight June 30, 2011, except that the wage, salary and benefit provisions of this Agreement shall not take effect until the voters have approved the financial aspects of the Agreement at the March, 2010 School District Meeting.

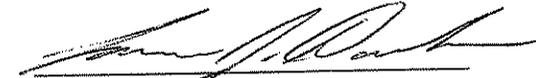
IN WITNESS WHEREOF the parties have hereunto set their names by their officer duly authorized.

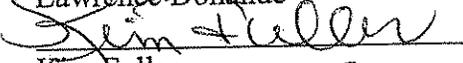
DATE: 11 JAN 2010

HOPKINTON SCHOOL BOARD

  
David Luneau

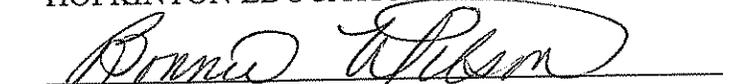
  
Elizabeth Durant

  
Lawrence Bonahue

  
Kim Fuller

  
Louis Josephson

HOPKINTON EDUCATIONAL SUPPORT STAFF

  
Bonnie Wilson (Co-president HESS)

  
Denise Putnam (Co-president HESS)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# APPENDIX A

## Hopkinton Education Support Staff Proposed Wage Schedule

Year	Year	Base Wage	Benefit Index
	2010-2011	\$8.86	0.008

2010-2011			
		Step	0.0400
	0.0700	Step	0.0400
	0.0500	Step	0.0400
	0.1500	Step	0.0400
	0.1300	Step	0.0400

	2010-2011		Base Increase: 0.00%							
Step -	1	2	3	4	5	6	7	8	9	10
I	8.86	9.21	9.59	9.99	10.38	10.81	11.21	11.64	12.07	13.73
II	9.48	9.86	10.24	10.67	11.10	11.52	12.01	12.48	12.97	14.35
III	9.94	10.34	10.76	11.20	11.64	12.11	12.59	13.10	13.62	16.50
IV	11.45	11.90	12.38	12.88	13.40	13.93	14.49	15.06	15.67	
V	12.94	13.46	14.00	14.58	15.14	15.75	16.38	17.21		

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.



APPENDIX C

HOPKINTON SCHOOL DISTRICT  
SUPPORT STAFF EVALUATION

NAME:

POSITION:

BUILDING:

YEARS EXPERIENCE IN DISTRICT:

YEARS:

EVALUATOR(S):

DATE:

JOB DESCRIPTION (AREAS WHICH DIFFER FROM DISTRICT DESCRIPTION)

RATINGS: EXCEPTIONAL COMMENDABLE SATISFACTORY NEEDS IMPROVEMENT UNSATISFACTORY

INTERACTION WITH OTHERS: STUDENTS, STAFF, ADMINISTRATION, AND PARENTS (IF APPLICABLE) \_\_\_\_

DEPENDABILITY \_\_\_\_

PLANNING AND ORGANIZATION (UNDER THE SUPERVISION OF THE CLASSROOM TEACHER AND/OR SPECIAL ED PROFESSIONALS) \_\_\_\_

JUDGEMENT \_\_\_\_

CONFIDENTIALITY \_\_\_\_

STAFF DEVELOPMENT GOALS \_\_\_\_

INITIATIVE \_\_\_\_

QUALITY OF WORK \_\_\_\_

SUPPORT STAFF EVALUATION

PAGE 2

FOLLOWS DIRECTIONS \_\_\_\_

ATTENDANCE \_\_\_\_

PUNCTUALITY \_\_\_\_

COMMENDATIONS:

RECOMMENDATIONS/CONCERNS:

ADDITIONAL COMMENTS:

This signature only indicates the employee has seen this report and has had the opportunity to respond.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

APPENDIX D  
HOPKINTON SCHOOL DISTRICT  
SUPPORT STAFF SELF-EVALUATION

NAME: \_\_\_\_\_ SCHOOL: \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_

1. Comment upon this year's personal growth and accomplishments.

2. What areas of professional growth would you like to focus on next year?

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPENDIX E

HOPKINTON SCHOOL DISTRICT

Notification of Completion or Anticipation of Completion of Certification as Instructional Assistant

To be completed and received by the Superintendent's Office by January 1 in the school year preceding anticipated completion of certification requirements. (For budget purposes)

NAME: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

CERTIFICATION TRAINING PROGRAM: \_\_\_\_\_

COMPLETION DATE (FOR CURRENT OR ANTICIPATED CERTIFICATION):

\_\_\_\_\_

In order for the stipend for certification to be initiated, a copy of the certification notice from CLL or other institution must be on file by August 30<sup>th</sup>.

APPENDIX F

INSURANCE WAIVER FORM

ARTICLE XI HESS BENEFITS

"Effective as of July 1 of each contract year, each 30 hour or more per week employee may waive his or her right to the health insurance on a form suitable to the District and HESS, filed no later than July 1st of the contract year. A 30 hour or more per week employee who waives insurance coverage will receive the following taxable payment made in two (2) increments – ½ on or about December 15<sup>th</sup> with the remainder on or about June 15<sup>th</sup>."

- a. For employees with three (3) or less years of service, \$1,000.00.
- b. For employees with more than three (3) full years of employment, \$1,500.

"Instructional assistants 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 instructional assistant may be reinstated at School District expense (less prorated unearned buy out amount) at the beginning of the month after reapplication if health insurance coverage provided by the instructional assistant's spouse is involuntarily terminated."

By signing this document, I am fully aware that I will have no health insurance coverage through the Hopkinton School District from July 1, 2009 through June 30, 2010 in exchange for a taxable reimbursement per Article XI of the HESS Agreement.

---

SIGNATURE

---

DATE

## APPENDIX G

### WEIGHTED HOURLY RATE EXAMPLE

Weighted Wage: The goal of a weighted wage process is to make the timesheet process more efficient. This process does not change the amount of wage earned, it simply combines the different wages to determine one overall rate.

Formula:

$$\text{Weighted wage} = \frac{(\text{hourlyrate1} * \text{hours1}) + (\text{hourlyrate2} * \text{hours2})}{\text{totalhoursworked}}$$

Example 1 (Two classes, 6 hours / day employee)

$$\text{Weighted wage} = \frac{(12.42 * 4) + (14.02 * 2)}{6} = \$12.95$$

Example 2 (Two classes, 6.5 hours / day employee)

$$\text{Weighted wage} = \frac{(11.25 * 3.5) + (14.62 * 3)}{6.5} = \$12.81$$

Example 3 (Three classes, 7 hours/day employee)

$$\text{Weighted wage} = \frac{(10.37 * 2) + (11.92 * 2) + (13.49 * 3)}{7} = \$12.15$$

Longevity would be figured on actual rate per hour as it is now and education stipend added as it is now.

## APPENDIX H

### HEALTH INSURANCE PRESCRIPTION PLAN

The association members agreed to change the prescription co-pays from \$3/\$15/\$1 mail-in to \$10/\$20/\$45 and a mail-in using the same rates based on the prescription as of July 1, 2010.

\$10.00 –Generic brand

\$20.00 – Preferred brand name

\$45.00 – Non-Preferred brand name

For more information on what category a prescription falls in, please contact insurance carrier.

## APPENDIX I

### ONE TIME COST OF LIVING ADJUSTMENT

The Association members agree that in year 2010-2011 all employees at the top of their salary track will receive a one time, cost of living adjustment of \$400 (prorated for part time employees). This compensation will be equally divided into 21 or 26 paychecks, corresponding with the employee's pay plan.