

LITTLETON SCHOOL DISTRICT
SUPPORT STAFF
NEA/NH CONTRACT



Chair, Executive Board of the
Littleton Support Staff Association



Chair, Littleton School Board

Adopted March 8, 2022

Effective July 1, 2022 to June 30, 2024

LITTLETON SUPPORT STAFF

NEA/NH CONTRACT

JULY 1, 2022 - JUNE 30, 2024

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LITTLETON SCHOOL DISTRICT
NEGOTIATED AGREEMENT

I. PARTIES TO AGREEMENT:

The parties to this Agreement are the School Board of the Littleton, New Hampshire School District and the Littleton Support Staff, NEA-New Hampshire.

II. RECOGNITION:

The Littleton School Board (herein after referred to as "Board") recognizes the Littleton Support Staff/NEA (herein after referred to as the LSS) as the sole and exclusive bargaining agent for Secretaries (Unit A); Paraprofessionals /Library Assistants (Unit B); and Administrative Assistants (Unit C) employed by the Littleton School District. Employees at the SAU office are excluded from the bargaining unit.

III. NEGOTIATION PROCEDURE:

A. On or before October 1 of the calendar year before this Agreement expires, either party may notify the other party of its desire to modify the terms and conditions of the Agreement, and shall submit to the other its proposals for negotiations not later than October 15 of that year. In the absence of such notification and submission, the present agreement shall be extended for one year.

B. The Board and LSS shall, no later than November 1, meet, confer, and negotiate in accordance with the procedures set forth in RSA 273-A:3:1 in a good faith effort to reach a mutual understanding and agreement.

C. Any agreement reached shall be reduced to writing and be signed by the Board and LSS. Any Agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board unless and until the necessary appropriations have been made by the voters of the District. If such funds are not forthcoming, the Board and LSS shall resume negotiations, in accordance with provisions of RSA 273-A.

D. If, after discussion of any and all proposals made by both parties, the LSS and Board fail to come to an agreement then either may declare an impasse and request the Public Employee Labor Relations Board for assistance in resolving the impasse in accordance with RSA 273:A:12.

IV. GRIEVANCE PROCEDURE:

A. Purpose: It is the policy of the Board and the LSS that all problems be resolved informally if possible. However, both parties recognize that the formal grievance procedure must be available without fear of reprisal or discrimination because of its use.

B. A grievance shall be deemed waived unless it is submitted within thirty (30) working days after the aggrieved party knew or should have known of the events or conditions on which it is based.

C. Whenever a claim is made by a bargaining unit member, members or the LSS that there has been a violation or inequitable application of any of the provisions of this Agreement, the claimant will first discuss the matter with the immediate supervisor, with the objective of resolution of the matter by the supervisor within five (5) working days. The claimant may reduce the claim to writing and file it with the Building Principal and the LSS within fifteen (15) working days of its first discussion above; otherwise, the claim will be considered dropped.

D. The Principal will meet with the claimant, accompanied if desired by a representative designated by the LSS, within five (5) working days of receiving the written claim to resolve it. If the claim continues unresolved or if no written decision is forthcoming from the Principal within ten (10) working days after discussion, the claimant may request directly or through the LSS that the claim be submitted in writing to the Superintendent of Schools within twenty (20) working days after discussion; otherwise the claim will be considered dropped.

E. The Superintendent will meet with the Principal, claimant, and representative of the LSS in a further effort to resolve the claim, within five (5) working days of receiving the claim. If the claim continues to be unresolved, or if no written decision is forthcoming from the Superintendent within fifteen (15) working days after discussion, the claimant may request within thirty (30) working days after the discussion that the claim be brought before the Board; otherwise, the claim will be considered dropped.

F. The Board will meet, within fifteen (15) working days of receipt of the unresolved claim, with all parties involved and with any witnesses deemed helpful by them. The Board will render its decision within fifteen (15) working days of conclusion of discussion of the claim.

G. If the grievance is not resolved at the Board level, or if no written decision is received within fifteen (15) working days, the aggrieved unit member, members or the LSS may within fifteen (15) working days submit the grievance to Arbitration. The parties will attempt to agree upon a mutually acceptable arbitrator. If no agreement is reached within five (5) working days of the submission, an arbitrator shall be selected using the services of the American Arbitration Association in accordance with their rules and regulations. The findings of the arbitrator shall be final and binding.

H. **GRIEVANCE FORM:** The grievance form set forth in this Agreement as Appendix A shall be the exclusive means for undertaking and processing a grievance.

V. EVALUATION:

A. The evaluation process shall be developed by the Administration and given to each member of the bargaining unit at the beginning of the school year. All employees are to be evaluated each work year. The evaluation should occur prior to March 15. A written evaluation report must be completed by the employee's evaluator. The employee's evaluator shall be an administrator, but the evaluator will receive input from teachers. The evaluation is done by the employee's immediate supervisor based on an observation of the employee and must be in written form with a copy to the employee, containing both signatures. If the employee disagrees with the evaluation report, he/she may so indicate in writing within one week of receipt of the evaluation report; and upon request, the written statement of disagreement shall be placed in his/her personnel file and attached to the relative documents. In addition, an employee may

request a meeting to discuss the evaluation with their supervisor, which shall not be unreasonably denied.

B. The forms and procedures in use at the beginning of the school year will remain in effect throughout the year. Before forms or procedures for evaluation are changed and approved by the Board, the Association will be asked for its input. However, the Board will have the final decision in any changes.

VI. PLACEMENT ON SALARY SCHEDULE

A. Placement on Salary Schedule

No new hire will be placed on a step higher than a currently employed bargaining unit member who possesses the same amount of training and experience.

Persons who possess, or earn a related degree and/or a New Hampshire Paraeducator certification will be compensated with an additional stipend hourly.

Paraeducator or Paraeducator I certification	25¢
Paraeducator II or teacher certification	50¢
Associate's degree	50¢
Bachelor's degree	75¢

The highest applicable certification stipend shall be cumulative with the highest applicable degree stipend (e.g., paraeducator I certification and associate's degree = 75¢ per hour stipend, paraeducator I certification and bachelor's degree = \$1.00 per hour stipend, paraeducator II certification and associate's degree = \$1.00 per hour stipend, teacher certification and bachelor's degree = \$1.25 per hour stipend.)

Paraprofessionals whose regular assignment for the school year is to the Choices Program or to Littleton Academy also will receive an additional hourly stipend of 75¢; this stipend will be cumulative with the certification and degree stipends.

B. Each incoming bargaining unit member will undergo a three-year probationary period before being placed on a continuing contract, during which period the Board reserves the right to withhold a contract for unsatisfactory performance. Upon issuance of a continuing contract, the Board may, however, withhold annual increments for performance, based upon an evaluation that is not "satisfactory" or better, upon the recommendation of the Superintendent and/or Principal. In any case, action may not be taken by the Board unless the bargaining unit member fails to make satisfactory improvement after having received written notice setting forth the areas in need of improvement.

C. Increments are not guaranteed. They are voted by the Board on the recommendation of the Principal and/or Superintendent.

D. Upon recommendation of the Superintendent and/or Principal, the Board may withhold a salary increment from any bargaining unit member for unsatisfactory service. A bargaining unit member has the right to appeal this decision through the Grievance Procedure. Any bargaining

unit member affected by such a decision shall be notified in writing prior to April 15, before being offered a contract of employment for the following year.

E. Each bargaining unit member will complete a yearly growth plan for professional reimbursement purposes on a form to be mutually agreed to by the parties.

F. The wage schedules are listed in Appendix B. The School District shall pay the hourly rates on the wage schedule each year, with one (1) step increase in 2022-2023 and one (1) step increase in 2023-2024 for those employees who still are on-schedule and who worked at least half the work days during the previous full school year. For employees who are off-schedule, the School District shall pay the percentage increase in each employee's wage rate that is set forth in Appendix B.

G. Employees who work at least 7 hours per day and 182 days per year and who are in their second or subsequent year on the top step of the wage schedule shall receive the following annual longevity payment, in addition to their wages on the wage schedule: \$250 after they have completed 15 years of service to the School District; or \$500 after they have completed 20 years of service to the School District.

VII. STATEMENT OF FACTS:

A. The Administrator shall notify a support staff employee within a reasonable period of time whenever there is any evidence of an infraction or an alleged infraction, and indicate expected correction. The support staff employee shall at all times be entitled to have present a representative of her/his choice when being formally disciplined for any infraction of rules or unsatisfactory performance.

B. Bargaining unit members have a reasonable expectation of continued employment provided their services are competent, efficient, and satisfactory. No bargaining unit member shall be discharged, suspended, or disciplined without a supportive statement of facts. All information forming the basis for any such action shall be made available to the bargaining unit member.

VIII. INSURANCE BENEFITS:

A. The School District shall offer employees who work at least 30 hours per week the opportunity to participate in one of the following health insurance plans, or the substantial equivalent:

- SchoolCare Yellow Open Access with Choice Fund
- SchoolCare Yellow Open Access without Choice Fund
- SchoolCare Orange Open Access

For employees who select SchoolCare Yellow Open Access with Choice Fund or the substantial equivalent, the School District and the employee shall pay the following percentages of the premium for that plan: 85% School District, 15% Employee.

For employees who select a plan offered by the School District other than SchoolCare Yellow Open Access with Choice Fund or the substantial equivalent, the School District shall pay the same dollar amount toward the selected plan premium that the School

District pays toward SchoolCare Yellow Open Access with Choice Fund or the substantial equivalent, with the same coverage (single, two-person or family), and the employee shall pay the difference.

Any eligible employee who chooses not to be covered by the health insurance plan provided by the District and who presents proof of alternative insurance, for the employee and others for whom the employee expects to claim a personal exemption deduction, from another source that provides minimum essential coverage (other than in the individual market), shall be reimbursed \$2000 per year per family minus any penalty that is imposed on the District because the employee receives subsidized insurance (e.g. through the Patient Protection and Affordable Care Act). In the event an employee's spouse is an employee of the District and receives District-offered health insurance coverage, neither spouse will be eligible for this payment.

It shall be the responsibility of the employee to declare his/her status for coverage by June 15th of each school year.

B. **DENTAL CARE:** For each member in the bargaining unit who works thirty (30) hours per week, the School District shall pay the full cost of single coverage in the plan of SchoolCare Dental Plan Option DP1. Any change in the program shall be subject to the mutual consent of both parties. The difference in cost to provide family coverage will be the responsibility of the employee.

C. **LIFE INSURANCE:** Accidental Death and Dismemberment will be provided for all employees who work a minimum of thirty (30) hours per week. The Board shall pay the full cost of a convertible term life insurance policy with coverage of \$40,000 for the natural death & additional benefits for accidental death or dismemberment.

D. The School District will offer short-term disability insurance for 60% of income, a maximum weekly benefit of \$1500, and an elimination period of 30 days. The School District also will offer long-term disability insurance for 60% of income, a maximum monthly benefit of \$6000, and an elimination period of 180 days. Coverage shall be subject to the terms and limitations in the disability insurance policies. The School Board shall select the short-term and long-term disability insurance carrier(s).

IX. LEAVES OF ABSENCE:

A. **SICK LEAVE:**

1. Except as provided in Article IX(A)(2):

Unit A: Ten (10) paid sick days per year accumulative to eighty (80) days.

Unit B: Ten (10) paid sick days per year accumulative to fifty (50) days.

Unit C: Twelve (12) paid sick days per year accumulative to ninety (90) days.

2. Those employees who, before July 1, 2012, had accumulated the following number of sick days will not lose those days which exceed the new maximum in Article IX(A)(1), but when they use such grandfathered sick days above the new maximum in Article IX(A)(1), the grandfathered days will not be replaced:

Unit A: 81-90 days
Unit B: 51-60 days
Unit C: 91-100 days

3. Units A, B, and C: A doctor's certificate must be submitted to the Building Principal in the event of illness beyond five (5) consecutive work days. Absences longer than five (5) days without a doctor's certificate will be without pay. Leave accumulated under this article may be used for personal illness, illness in the family (illness of employee's spouse, parent, child, brother, sister).

B. PERSONAL LEAVE:

Personal leave may be used for compelling business and emergencies for which no time other than in-school time can be used.

Units A & B shall be allowed up to three (3) days (non-accumulative) leave per school year without loss of pay. Written notification, except in emergencies, must be submitted to the Principal with the reasons for the leave at least forty-eight (48) hours prior to the date on which leave is to be taken. Personal leave may not be used to extend a school holiday or a school vacation period. Personal leave may not be used for recreation.

Unit C shall be allowed up to four (4) days (non-accumulative) leave per school year without loss of pay. Written notification, except in emergencies, must be submitted to the Principal with the reasons for the leave at least forty-eight (48) hours prior to the date on which leave is to be taken. Personal leave may not be used to extend a school holiday or a school vacation period. Personal leave may not be used for recreation.

Personal leave days that are not used by the end of the contract year shall be added to the bargaining unit member's sick leave, subject to the accumulation limits in Article IX (A).

C. BEREAVEMENT LEAVE:

Paid leave for death in the family (employee's spouse, parent, child, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchild) may be taken, limited to five (5) work days per death. One day of leave will be granted for death of a grandparent, brother-in-law, or sister-in-law.

D. VACATION:

Unit A:

1. Employees who work at least 260 days per year: Such employees who have completed 1-10 years of service shall receive 10 days paid vacation; such employees who have completed 11 or more years of service shall receive 15 days paid vacation.
2. Employees who work 187-259 days per year: Such employees who have completed 1-3 years of service shall receive 5 days paid vacation; such employees who have completed 4-10 years of service shall receive 10 days paid vacation; such employees who have completed 11 or more years of service shall receive 15 days paid vacation.

Unit B: These employees shall receive no paid vacation.

Unit C: Those employees who have completed 1-10 years of service shall receive 10 days paid vacation. Those employees who have completed 11-15 years of service shall receive 15 days paid vacation. For those employees hired before July 1, 2012, additional vacation days will be accumulated at the rate of one (1) day per year after the fifteenth year to a maximum of twenty (20) days.

Units A and C: Vacations must be approved in advance. Scheduled vacations are limited to times when students are not in attendance in the buildings, and the buildings themselves may be opened or closed.

E. HOLIDAYS:

Unit A: These employees shall receive eight (8) holidays with pay. These holidays include, Memorial Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day and Civil Rights Day.

Unit B: These employees shall receive six (6) holidays with pay. These holidays shall be designated as Memorial Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, and Christmas Day.

Unit C: These employees shall receive ten (10) holidays with pay. These holidays include New Year's Day, Civil Rights Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, and Christmas Day.

F. SICK LEAVE BANK:

A sick leave bank shall be established for members of this bargaining unit.

1. The sick bank shall apply to a disability or illness (excluding work related accident) which causes an employee to be unable to perform his/her contractual obligations for five contract days or more.
2. Members of this bargaining unit shall donate days from their individual sick leave under Article IX(A) to be deposited into the sick bank, as follows. A person who begins as a member of the bargaining unit after the first day of school initially shall donate one day on the first day of school in each of his/her first two full school years as a member of the bargaining unit. After these initial donations, each member of the bargaining unit shall donate one day on the first day of school each year only if the number of days remaining in the sick bank is less than the number of employees in the bargaining unit. The sick bank will not be replenished at any time other than the first day of school each year.
3. To be eligible to receive benefits from the sick bank, a member of this bargaining unit must: (a) either be in or have completed his/her first full school year of employment

in this bargaining unit; ¹ (b) have donated days to the sick bank as described herein; (c) have exhausted all of his/her sick leave under Article IX(A); (d) present satisfactory medical evidence of disability or illness (excluding work related accident) which causes the employee to be unable to perform his/her contractual obligations for five contract days or more; (e) submit the Sick Leave Bank Request Form in Appendix C; and (f) get approval of the Superintendent or his/her designee. Elective surgery and bereavement leave do not qualify for sick bank use.

4. An eligible employee may draw up to a maximum of 15 days from the sick bank in any one contract year; however, in no event shall an employee who is eligible for short-term and/or long-term disability insurance draw days from the sick bank after the elimination period for said disability insurance expires.

5. Days in the sick bank that are not used in one contract year will remain in the sick bank and will be carried over to the next contract year.

6. The Superintendent, with input from the Business Administrator, principals and the Association, shall have final authority to grant or deny all sick bank requests. This section of the Agreement shall not be grievable.

G. Leave shall be taken in one-hour increments.

H. Bargaining unit members who are employed less than full-time (30 hours per week) shall receive leave benefits prorated accordingly.

X. HEALTH INCENTIVE BENEFIT:

The employee shall qualify for remuneration of unused accrued sick leave beyond the maximum at a rate of \$35 per day for the full-time Secretaries and Administrative Assistants (Unit A & C) and \$25 per day for Paraprofessionals (Unit B) under the following conditions:

1. The employee qualifies after eight years of continuous service to the school District.

2. Upon retirement or termination of employment, the employee shall be paid remuneration for one half the number of accumulated sick days up to 90 (Unit A) or 60 (Unit B) or 100 (Unit C).

3. The employees shall receive remuneration for all unused sick days beyond 90 (Unit A) or 60 (Unit B) or 100 (Unit C) at the close of each school year at the established rate.

XI. DUES DEDUCTION:

¹ An employee who begins in the bargaining unit after the first day of school will not be eligible to receive benefits from the sick bank until the following school year.

A. It is agreed by and between the Board and the LSS that upon receipt of written authorization therefore, signed by the bargaining unit member, the Board shall deduct an amount to provide five (5) or ten (10) equal and successive payments of dues for membership in the LSS and NEA-NH from the regular salary check of such bargaining unit members, and that the amounts so deducted pursuant to such authorization of the employees shall be remitted directly to the LSS. The five (5) or ten (10) payments (one or the other) will be decided by a vote of the LSS.

B. It is further agreed by and between the Board and the LSS that such authorization for deduction of dues shall continue annually in full force and effect with the Littleton School District until the LSS submits a written revocation of such authorization to the Board not less than thirty (30) days prior to the effective date of such written revocation.

C. Whereas this paragraph is included for the convenience of the LSS, it is further agreed that the Littleton School District and SAU #84 will not be liable for failure to comply with the provisions of this paragraph.

D. Deductions once authorized by the bargaining unit member will continue annually unless a written request to stop same is received by the SAU #84 office prior to September 1 (or thereafter as provided in paragraph B above).

XII. VACANCIES & TRANSFERS:

A. Notices of support staff vacancies in the Littleton School District will be posted on the official bulletin board or in the daily school announcement in each school and sent to the LSS as soon as the Administration is aware of the existence of such vacancies, but in no case, later than five (5) school days of the date the administration determines that such job openings in the District will be filled.

B. Such notices shall contain a description of the position, requirements of the position, name of the person to whom the application is to be returned, and date when the application is to be returned if a deadline is required. The Board agrees that in the event job openings occur after July 1 through August 15 which are subject to posting, that in addition to posting in the schools, the position will be advertised in the local newspaper.

C. Bargaining unit members who desire a change in position or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the desired position/transfer.

XIII. SAVINGS CLAUSE:

If any provision of the Agreement or any application of this Agreement is held to be contrary to law by any court or Board of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by any court of competent jurisdiction, the remainder of the Agreement shall not be affected.

XIV. GENERAL PROVISIONS:

A. Upon request, three (3) hard copies of the present agreement between the Littleton School District and the LSS shall be made available to the LSS at the expense of the Littleton School District. An electronic copy of the Agreement will be emailed to all bargaining unit members. Upon request one (1) copy of the present agreement will be made available to each new bargaining unit member at the expense of the Littleton School District.

B. It is recognized that the Board has the final authority on all issues within its jurisdiction, and nothing in this document shall be interpreted as in any way limiting that authority.

C. Employees may not modify the starting time, ending time and location of their assignments without the specific permission of the Principal or his/her designee.

D. Pay periods will be biweekly. Employees shall submit biweekly timesheets. The first paycheck of the work year shall be no later than the second Friday of the work year.

1. For Unit A (secretaries): As employees who work more than the school year but less than year-round, and in accordance with RSA 275:43, IV-a, each Unit A employee's pay will be disbursed by whichever of three options is elected by the employee in writing prior to both the first work day and the first paycheck of the work year: Option #1, Option #2A, or Option #3.

2. For Unit B (paraprofessionals): As employees who work for the school year, and in accordance with RSA 275:43, IV-a, each Unit B employee's pay will be disbursed by whichever of three options is elected by the employee in writing prior to both the first work day and the first paycheck of the work year: Option #1, Option #2B, or Option #3.

3. For Unit C (administrative assistants): As employees who work year-round, and in accordance with RSA 275:43, IV-a, each Unit C employee's pay will be disbursed by whichever of two options is elected by the employee in writing prior to both the first work day and the first paycheck of the work year: Option #1 or Option #3.

4. The Options:

Option #1: The employee will be paid for the hours actually worked and the hours of paid leave taken during each pay period.

Option #2A: The employee will be paid in 23 installments. The 23 installments will be calculated from the number of work hours per day projected by the District, multiplied by the hourly rate of pay, then multiplied by the number of work days projected by the District for the work year. The 23 installments shall be equal, except that the amount of the last installment will be adjusted based upon the number of hours actually worked during the work year (i.e., increased if the employee actually worked more hours than projected, or decreased if the employee actually worked fewer hours than projected).

Option #2B: The employee will be paid in 22 installments. The 22 installments will be calculated from the number of work hours per day projected by the District, multiplied by the hourly rate of pay, then multiplied by the number of work days projected by the District for the work year. The 22 installments shall be equal, except

that the amount of the last installment will be adjusted based upon the number of hours actually worked during the work year (i.e., increased if the employee actually worked more hours than projected, or decreased if the employee actually worked fewer hours than projected).

Option #3: The employee will be paid in 26 installments. The 26 installments will be calculated from the number of work hours per day projected by the District, multiplied by the hourly rate of pay, then multiplied by the number of work days projected by the District for the work year. The 26 installments shall be equal, except that the amount of the last installment will be adjusted based upon the number of hours actually worked during the work year (i.e., increased if the employee actually worked more hours than projected, or decreased if the employee actually worked fewer hours than projected). If an employee selects Option #3 (26 installments), the 23rd through 26th installments shall be paid by the last day of school.

5. For Units A, B and C:

a. An employee shall be informed in writing before choosing Option #2A, Option #2B, or Option #3 that adjustments may result in the last installment being less than each of the other installments.

b. No installments will be deferred until after the end of the contract year on June 30. All installments shall be based upon the wage schedule, the employee's step and track placement on the wage schedule, and the other terms of employment that were in effect during the July 1-June 30 contract year when the employee worked and earned the compensation.

c. If the employee does not select a particular Option in writing prior to both the first work day and the first paycheck of the work year, the employee shall be paid under Option #1.

d. Notwithstanding the methods for calculating installments that are set forth in Article XIV(D)(4), an employee will not be paid for time that he/she is on unpaid leave.

XV. PERSONNEL FILES:

Any bargaining unit member has the right to review material in his/her file in the Principal's office and in the Superintendent's office by appointment and with an administrator present. Review will be granted within a forty-eight (48) hour period, not including weekends and holidays. Items which will not be accessible to the employee are: (1) unresolved legal issues; and (2) confidential references.

No material will be placed in the employee's personnel file without her/his knowledge.

XVI. REDUCTION IN FORCE:

The Board has the right to decrease the number or reduce the hours of members in the bargaining unit because of a decrease in enrollment or discontinuation or reduction of a program. Whenever this shall occur, the Superintendent shall notify the members of the bargaining unit involved in the reduction of the intent no later than 15 calendar days prior to the effective date of the reduction-in-force. Within each job classification identified for reduction-in-force, reduction-in-force shall be in the inverse order of the date of employment within that job classification. The three job classifications in the bargaining unit are Unit A, Unit B, and Unit C, as described in Article II. Where more than one employee in a job classification that has been identified for reduction started on the same day, the final determination of which employee shall be reduced shall be at the option of the Board. During the 24 months after the reduction-in-force, such members of the bargaining agreement shall be renominated and re-elected in order of greatest seniority to fill vacancies for which they are qualified. Such renomination shall not result in the loss of credit for prior years of service. Once a position has been offered for which the member is qualified, and the member has refused this position, any rights retained under this provision shall be null and void.

An employee in Unit A and/or Unit C who has five or more years of continuous employment in Unit A and/or Unit C may bump another employee in Unit A or Unit C who has less seniority, provided that the employee notifies the Superintendent in writing within five days after notice of layoff that he/she wishes to exercise bumping rights, and provided that the Superintendent determines the employee is qualified for the position

XVII. PROFESSIONAL DEVELOPMENT

Each school building shall maintain a staff development file for each member of the bargaining unit. School transcripts and records of courses and workshops taken shall be kept in this file at the request of the individual bargaining unit member.

XVIII. WORK HOURS

A. The length of the work week for all full-time support staff positions will be at minimum thirty-five (35) hours. Except in emergencies, each Paraprofessional will receive a paid, uninterrupted and duty-free lunch of 30 minutes each day.

B. Days on which school is cancelled due to snow are not work days for paraeducators and office staff, and thus are not paid days. These employees will be required to work on the makeup day, which will be their regularly scheduled work day replacing the snow day.

C. Paraeducators and office staff shall be paid for their regularly scheduled hours of work during a delayed opening or an early release that is due to a weather or other emergency.

XIX. PROFESSIONAL DEVELOPMENT REIMBURSEMENT

A. With prior approval of the bargaining unit member's Principal, or designee, a bargaining unit member will be granted professional leave during the school work day and will be reimbursed for expenses associated with participation in any formal professional development activity (conference, course, seminar or workshop), up to a maximum of \$260.

B. A pool of funds will be created by multiplying the number of bargaining unit members by \$125. Members will submit a yearly growth plan to the building administrator for approval, and from that a request for a professional development activity may be made from their supervisor. If granted, reimbursement for the activity will come from these funds. The activity must coincide with the person's approved yearly growth plan (my learning plan), but will not be denied arbitrarily.

C. After June 1 each year, unencumbered money left in the pool of funds may be used by the District for additional professional development reimbursement, up to a maximum of \$400 (including the initial \$260 reimbursement under this section) per employee per year. Employees may request the use of these additional funds by submitting a letter and associated documentation to the Superintendent by June 1. These funds shall be applied to the additional requests until such funds are expended or requests have been met.

D. The District shall provide paid time for support staff professional development activities on one teacher professional development day each year.

XX. RETIREMENT INCENTIVE

A. After a minimum of ten (10) years of full-time service in the Littleton School District, a bargaining unit member meeting the eligibility requirements of the New Hampshire Retirement System may notify the Board of intent to retire, effective on any June 30th. Such notification shall be submitted a minimum of six (6) months (January 2 of the year of intended retirement) to receive the one year retirement benefit. This letter represents a commitment which cannot be withdrawn after ninety (90) days following its submission. The Board shall upon receiving such notice and letter of resignation, pay \$2500 to the employee in the July following the employee's retirement. For example, if the employee retires June 30, 2019, \$2500 shall be paid to the employee in July 2019.

B. Notwithstanding any other provisions in this Agreement, no more than four (4) bargaining unit members' applications for benefits under this Article may be granted each year. In the event that more than four (4) eligible bargaining unit members apply for benefits under this Article in the same year, the eligible applicants with the most years of service to the School District in bargaining unit positions shall receive the benefit.

XXI. TRANSPORTATION REIMBURSEMENT FOR PROFESSIONAL DEVELOPMENT

The Board shall reimburse members of the bargaining unit at the then current Internal Revenue Service rate per mile for travel expenses, provided that each member has requested reimbursement in writing and has received written approval from the Principal or his/her designee prior to departure for a given trip.

XXII. MISCELLANEOUS:

No employee shall be required to transport a student. No employee shall be disciplined if they refuse to transport a student.

XXIII. DURATION:

The provisions of this Agreement shall take effect on July 1, 2022 and shall remain in force through June 30, 2024. However, the Board or the Association may reopen negotiations on health insurance and wages if desirable to do so to avoid penalties under the Affordable Care Act.

APPENDIX A – GRIEVANCE FORM

(Part 1 - Grievant's Complaint)

IMPORTANT NOTE: A grievance shall be deemed waived unless it is submitted in writing within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based. In addition, a grievance shall be deemed waived unless this form is completed and submitted to the Principal and the Association within fifteen (15) working days of the Grievant's first discussion with his or her immediate supervisor concerning the matter to be grieved.

NAME OF GRIEVANT: _____

DATE OF FILING: _____

HOME ADDRESS: _____

PHONE #: _____ POSITION HELD: _____

SCHOOL: _____ PRINCIPAL: _____

STATEMENT OF GRIEVANCE: _____

PROVISION OF MASTER AGREEMENT ALLEGEDLY VIOLATED: _____

ACTION OR REMEDY REQUESTED: _____

Signature of Grievant: _____

GRIEVANCE FORM

(Part 2 – Principal’s Decision and Grievant’s Response)

IMPORTANT NOTE: the Principal must complete this part of the Grievance Form and provide it to the grievant within ten (10 working days after discussing the grievance with the grievant. If the Principal does not complete the form and provide it to the grievant within the ten-day period, the grievant has the right to take the grievance to the next level.

NAME OF GRIEVANT: _____

DATE OF PRINCIPAL’S MEETING WITH GRIEVANT: _____

SCHOOL: _____ PRINCIPAL: _____

DECISION OF PRINCIPAL AND REASON THEREFORE: _____

DATE: _____ SIGNATURE OF PRINCIPAL: _____

GRIEVANT’S RESPONSE:

IMPORTANT NOTE: The grievant must select one of the two options appearing below and provide this completed form to the Association's Grievance Chairperson. If the second option is selected, the grievant or the Association must also provide a copy to the Superintendent's office. If the grievant takes no action within twenty (20) days of the meeting with the Principal, the grievance is deemed waived. This is true whether or not the Principal issues a written decision.

I ACCEPT THE PRINCIPAL'S DECISION

I DO NOT ACCEPT THE PRINCIPAL'S DECISION AND I HEREBY REFER THIS MATTER TO THE SUPERINTENDENT

DATE: _____ SIGNATURE OF GRIEVANT: _____

**LITTLETON SCHOOL DISTRICT SUPPORT STAFF
APPENDIX B – WAGE SCHEDULES**

2022-2023 CBA Wage Schedule		
	Paraprofessionals	Secretaries/Admin. Assts.
1	\$14.50	\$16.00
2	\$14.75	\$16.25
3	\$15.00	\$16.50
4	\$15.25	\$16.75
5	\$15.50	\$17.00
6	\$15.75	\$17.25
7	\$16.00	\$17.50
8	\$16.25	\$17.75
9	\$16.50	\$18.00
10	\$16.75	\$18.25
Off-Schedule	\$2.00 raise from 2021-22 rate	\$2.00 raise from 2021-22 rate

2023-2024 CBA Wage Schedule		
	Paraprofessionals	Secretaries/Admin. Assts.
1	\$15.00	\$16.50
2	\$15.25	\$16.75
3	\$15.50	\$17.00
4	\$15.75	\$17.25
5	\$16.00	\$17.50
6	\$16.25	\$17.75
7	\$16.50	\$18.00
8	\$16.75	\$18.25
9	\$17.00	\$18.50
10	\$17.25	\$18.75
Off-Schedule	\$1.00 raise from 2022-23 rate	\$1.00 raise from 2022-23 rate

APPENDIX C - SICK LEAVE BANK REQUEST FORM

SECTION A - TO BE COMPLETED BY EMPLOYEE (PRINT OR TYPE)

Name _____ Date _____
School/Department _____
Home Address _____
Telephone: Cell _____ Home _____
Last Day Work _____
Describe the nature of your request: _____

1. The sick leave bank is available to members of the Support Staff Association bargaining unit as provided in Article IX(F) of the collective bargaining agreement.
2. The maximum number of days any member may receive in any school year (July 1 - June 30) is fifteen (15).
3. Attach physician's certificate.
4. Physician's Name _____
Telephone # _____
Address _____

Signature of Employee

SUBMIT ALL COPIES TO: SUPERINTENDENT OR HIS/HER DESIGNEE

SECTION B - TO BE COMPLETED BY SUPERINTENDENT OR HIS/HER DESIGNEE

Date Request Received _____ Physician's Statement Attached ___ Y ___ N
Date of Hire _____ First Day of Work Missed _____ Sick/Personal Exhausted ___ Y ___ N
Request Granted _____ Maximum of five (5) Days Granted from Sick Leave Bank

Signature of Superintendent or
Superintendent's Designee

