AGREEMENT BETWEEN
WINNISQUAM REGIONAL SCHOOL DISTRICT
AND
WINNISQUAM PARAPROFESSIONAL EMPLOYEES
AFSCME LOCAL 3158
JULY 1, 2014 TO JUNE 30, 2016

**Sidebar Agreement Regarding § 15.10 & Appendix B**

1. The parties agree that the intent of the modifications to the predecessor to the above-referenced collective bargaining agreement is to continue to provide Mary Perkins the health insurance benefit provided under the predecessor agreement until the benefits provided by Appendix B to the current agreement have gone into effect, at which time Mary Perkins shall be eligible to participate in the same manner and extent as other covered employees, and she no longer shall be eligible for health insurance benefits under the predecessor agreement.

2. The undersigned represent and warrant that they are duly authorized to execute this agreement.

In WITNESS HEREOF, the parties have executed this Agreement for 2014 – 2016 on this 17th day of March, 2014, as of the date and year first written above.

WINNISQUAM REGIONAL SCHOOL DISTRICT:

By: _____
Its duly authorized School Board Member

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 93, LOCAL 3158/AFL-CIO:

By: _____
Its duly authorized President AFSCME Local 3158

AGREEMENT BETWEEN
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AND
WINNISQUAM PARAPROFESSIONAL EMPLOYEES
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**Second Sidebar Agreement Appendix B**

1. The parties agree that the intent of Appendix B is that the insurance described in section A.1 of Appendix B shall be made available for employees and their dependents. The Board's premium payment shall remain at the ratio of 85% of the single person premium for the Matthew Thornton Blue Site of Service 20/40/1KDWS-RX10/20/45.

2. The parties agree that the intent of Appendix B is to offer the agreed coverage as of January 1, 2015

2. The undersigned represent and warrant that they are duly authorized to execute this agreement.

In WITNESS HEREOF, the parties have executed this Agreement for 2014 – 2016 on this 22nd day of April, 2014, as of the date and year first written above.

WINNISQUAM REGIONAL SCHOOL DISTRICT:

By: _____
Its duly authorized School Board Member

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 93, LOCAL 3158/AFL-CIO:

By: _____
Its duly authorized President Local 3158

# AGREEMENT BETWEEN

# WINNISQUAM REGIONAL SCHOOL DISTRICT

# AND

# WINNISQUAM PARAPROFESSIONAL EMPLOYEES

# AFSCME LOCAL 3158

JULY 1, 2014 TO JUNE 30, 2016

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## WITNESSETH

WHEREAS, the parties have entered into Collective Bargaining pursuant under conditions of RSA 273-A.

WHEREAS now, therefore, the parties hereto contract and agree with each other, as a result of Collective Bargaining as follows:

## AGREEMENT

This agreement is entered into as of the 1st day of July 2014 by and between the Winnisquam Regional School District Board, hereinafter called the "Board" and the American Federation of State, County and Municipal Employees Local 3158, affiliated with the AFL-CIO, hereinafter called the "Union".

## ARTICLE I – PURPOSE AND INTENT

1.1 The purpose of the Board and the Union in entering into this labor Agreement is to set forth their agreement on rates of pay, wages, hours of work and other conditions of employment, as provided in RSA 273-A, so as to promote orderly and peaceful relations with the district's employees, to achieve uninterrupted operations and to achieve the highest level of employee performance consistent with safety, good health and sustained effort and to maintain the highest level of service to the district, students and the educational community of Winnisquam.

## ARTICLE II – UNION RECOGNITION

2.1 The Board hereby recognizes the Union as the sole and exclusive representative of its employees (as defined below) for the purposed of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment in accordance with the certification issued by the State of New Hampshire Public Employee Labor Relations Board (PELRB).

2.2 The term "employee" as used in this Agreement applies to all Special Education Paraprofessionals, Building Aides, Library Media Assistants, Speech/Language Assistants and Computer Lab Assistants of the Winnisquam Regional School District, but excluding Administration as provided in Chapter 273-A:8, Paragraph 2, and excluding all other employees.

2.3 Upon execution of this Agreement, if either party desires to review eligibility lists, such may be done between the Board and the Union within ninety (90) days following the signing of this Agreement.

2.4 Each member of the bargaining unit who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the Union after that date shall continue his/her membership in the Union for the duration of this Agreement provided

however, that an employee may, at his/her discretion and in writing, withdraw his/her membership from the Union at any time within the five (5) working days prior to the expiration date of this Agreement.

2.5 The Union shall post notices on bulletin boards designated by management thirty (30) calendar days prior to the one (1) month period to advise employees of their right under Section 2.4 above.

## ARTICLE III – MANAGEMENT RIGHTS

3.1 Except as otherwise specifically modified in this Agreement, the direction of district operations and the determination of methods and means by which such operations are to be conducted, shall be the exclusive function of the Board and Management. All rights and responsibilities not specifically modified by this Agreement shall remain the function of Management and the Board and in accordance with the provisions of RSA 273 A:I:XI.

3.2 The parties recognize the right of the Union to represent employees and to file grievances with the respect to wages and other matters set forth in RSA 273-A.

## ARTICLE IV – UNION ACTIVITIES

4.1 The Board will not interfere with, restrain, or coerce its employees because of membership or activity on behalf of the Union, as defined in this Agreement. The District will not discriminate with respect to hiring, tenure of employment or any term or condition of employment against any employee because of membership in, or activity on behalf of the Union, nor will it discourage or attempt to discourage membership in the Union. See Article XV.

4.2 There shall be no Union activity on District time except that which is necessary in connection with the conduct of negotiations under RSA 273-A and in the processing of grievances, and such shall be at no loss of pay.

4.3 One representative of this Unit, as an exception to Section 4.2 above, will be permitted one (1) day of paid leave per year for the purpose of attending the AFSCME convention or the New Hampshire State AFL-CIO convention. Proof of attendance must be presented before payment of one (1) day is made. Travel/mileage is not reimbursable under this provision.

## ARTICLE V – NO STRIKE CLAUSE

5.1 The Board and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means and without interruption of work. The Union agrees therefore, that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement, nor any instigation, thereof, during the life of this Agreement, and the Board agrees there shall be no lockouts.

## ARTICLE VI – SENIORITY

6.1 The first year from date of hire for new hires shall be considered a probationary period to permit the District to determine a new employee's fitness and adaptability for the work required. The District may discharge this employee without such discharge being subject to the grievance and arbitration procedures of this Agreement.

6.2 Seniority, for purposes of this Agreement, shall mean time of continuous service.

6.3 Continuous service shall be calculated from date of first employment or re-employment following a break in continuous service in accordance with Section 6.4 of this article.

6.4 Seniority for all purposes shall be terminated for any of the following reasons:

A. Voluntary quit;
B. Discharge for just cause (as provided in Article VII of this Agreement);
C. Failure to notify the District of his/her intent to return to work within four (4) working days after notice of recall is given; reasonable exceptions to these time limits may be agreed to in cases of proven sickness or injury to the employee;
D. Absence for three (3) consecutive working days without reporting to the District, unless impossible to do so;
E. Failure to report for work at the end of a leave of absence or extension thereof;
F. Failure to be recalled from layoff or return to work due to any non-occupational connected illness or accident for a period of twelve (12) months, unless extended by mutual agreement for medical reasons.

6.5 When decreasing the work force or recalling after layoffs, the following factors shall be considered; however, only where factor (A) is relatively equal shall factor (B) be a determining factor:

A. Ability to perform the work;
B. Continuous service

Ability to perform the work, as used in this Article VI, shall mean satisfactorily perform the prescribed duties required of this position, as outlined in the job description of duties assigned by an Administrator with or without reasonable accommodations.

6.6 An employee shall not forfeit seniority during absences caused by an illness resulting in total temporary disability due to his/her regular work with the department involved, "or" an illness resulting in total temporary disability certified by a physician or dictated by the Family Medical Leave Act (FMLA).

6.7 The preparation of a Seniority Roster shall be the responsibility of the District. The Seniority Roster will be drawn up and posted twice a year in January and July, subject to modification(s) of appropriate changes.

6.8 The parties agree to comply with Federal and State statutes with respect to maternity leave for employees covered by this Agreement.

## ARTICLE VII – DISCIPLINE AND DISCHARGE

7.1 An employee, who has completed his /her probationary period as referenced in Article 6.1 of this Agreement, shall not be suspended, disciplined or discharged except for just cause.

7.2 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied. Causes for disciplinary action may include, but are not limited to, the following infractions: employee excessive lost time, deliberate refusal to work overtime without justification, failure to report an accident, or poor performance. For the infractions listed above, the employee may be subject to appropriate discipline, including suspension without pay or discharge. In addition to any verbal warning, the Building Principal or Special Education Director shall give at least one (1) written warning notice of the specific complaint against such employee with a copy of same to the Union.

7.3 While on duty, causes for immediate discharge may include, but not be limited to, the following: proven theft, proven intoxication, being under the influence of illegal drugs, insubordination, incompetence or inefficiency, conviction of a felony, failure to perform assigned duties, failure to observe rules and regulations, inappropriate offensive behavior with students and/or staff, unauthorized/inappropriate use of computer equipment, possession of illegal drugs, sale of illegal drugs, unauthorized absence from work, manipulation of time sheets, walking off the job without permission, and threats to any person or school district personnel. If an employee is suspected of using or selling illegal drugs, the local police will be notified for assistance and collaboration. The District, at its sole discretion, may choose to impose any lesser disciplinary measure for conduct listed in this paragraph.

7.4 All suspensions and discharges for employees outside of the probationary period must be stated in writing with reason(s) and a copy given to the employee and the Union at the time of suspension or discharge. Notice of appeal from discharge or suspension must be made to the Superintendent in writing eight (8) days from date of such notice. If the Superintendent and the Union are unable to agree as to a settlement of the case(s), then it may be appealed to the grievance and arbitration procedures of this Agreement.

7.5 If the employer has reason to reprimand an employee, an effort will be made to do so in a professional & confidential manner, avoiding undue embarrassment.

7.6 Upon discharge, quitting, or resignation, the District shall pay all wages due in accordance with RSA 275:44.

7.7 Documented verbal warnings or written warnings shall remain in the employee's file, but after a period of two (2) years shall no longer be considered as the basis for progressive discipline. Suspension notices shall remain in the employee's file but after a period of four (4) years shall no longer be considered as the basis for progressive discipline.

7.8 Just cause, for purposes of this Agreement, shall mean that the evidence supports the action.

7.9 Employees determined to have been improperly discharged under this Article VII, shall have their seniority rights restored.

7.10 Employees will be provided with a copy of their job description at the time of hiring to assist them in complying with such and to avoid disciplinary action.

## ARTICLE VIII – GRIEVANCE AND ARBITRATION PROCEDURES

8.1 Definition: A 'grievance', for purposes of this Agreement, is a complaint against the District by an employee, or in the case of a class action grievance, by the Union on behalf of any group, with respect to the interpretations and/or application of a provision or provisions of this Agreement.

8.2 A grievance must be filed within ten (10) working days of its occurrence or when the employee(s) should have known of its occurrence.

8.3 It is the intention of the parties that grievance(s) be settled at the lowest possible step.

8.4 For the purpose of this procedure, one (1) working day shall mean twenty-four (24) hours following receipt of a grievance or an answer to a grievance.

8.5 ***PROCEDURE***:

***Step 1***: Informally, between the employee and Building Principal. The Building Principal will give his/her answer within five (5) working days. If no settlement is reached at this Step, then within five (5) working days of receipt of the Building Principal's answer, the grievance will be reduced to writing and submitted to Step 2.

***Step 2***: Between the participants of Step 1 and the Special Education Director and/or Director of Human Resources, they will give an answer within five (5)

working days. If no settlement is reached at this Step with the Special Education Director and/or the Director of Human Resources, then the matter may be referred to the Superintendent of Schools, referenced in Step 3.

*Step 3*: If the grievance is referred to Step 3, then discussion will take place between the Superintendent and the Union. The Superintendent will give his/her answer in writing within ten (10) working days. If the matter is not satisfactorily settled at this level, then either party may refer it to the School Board in Step 4.

*Step 4*: Within ten (10) working days of a grievance being referred to this Step, the School Board will hold a hearing with the participants in Steps 2, 3 and 4 and examine the facts of the grievance. The School Board will, thereafter, within ten (10) working days of such hearing, give its answer. If the grievance is still not settled, the matter may be referred to arbitration as set forth in Step 5 of the procedure.

*Step 5*: Except as otherwise provided in this Article VIII, if the grievance remains unsettled, then the matter may be referred to arbitration within twenty (20) working days. Any grievance not submitted is considered withdrawn. Either party shall have the right to refer to an impartial arbitrator any difference concerning the interpretation and application of this Agreement, which have not been satisfactorily adjusted by the Steps established in this Grievance and Arbitration Procedure. The impartial arbitrator shall be appointed by mutual agreement of both parties and, if the parties are unable to agree within fifteen (15) working days upon the selection of an impartial arbitrator, the dispute shall be referred to the American Arbitration Association for disposition under its voluntary rules and procedures. The Arbitrator's power and authority shall be limited to interpretation and application of the provisions of this Agreement and he/she shall have no power or authority to add to, subtract from, alter or modify any of the provisions of this Agreement. The Arbitrator shall, thereafter, submit a decision to both parties. The decision of the Arbitrator is final and binding for both parties. The parties agree to share equally in the compensation and expense of the Arbitrator.

8.6 The Arbitrator shall render his/her award in writing within thirty (30) days from the date of the final hearing covering the grievance(s) referred to him/her. Extensions under this Article VIII shall require mutual approval.

8.7 Time periods specified in this procedure may be extended by mutual agreement in writing.

8.8 No monetary claims, such as back wages, fringe benefits, etc., by an employee covered under this Agreement, or by the Union against the Board, shall be valid for a period prior to the date the grievance was first discussed with the employer under the provisions of this Article VIII.

8.9 Saturdays, Sundays and holidays are excluded in computing the time limits specified in this Article VIII.

8.10 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any grievance(s).

8.11 The following matters are excluded from the arbitration process, but not from the grievance procedures of this Agreement:

A. Economics, which are the prerogative of the School District Meeting, as set forth in Section 16.7 of Article XVI.
B. Management prerogatives as set forth in this Agreement and as interpreted in RSA 273.
C. School Board policy

8.12 The matters, which are grievable, but not arbitrable under the provisions of this Article VIII, may be referred only through Step 4 and in such matters, the decision of the School Board shall be final and shall not be subject to the grievance and arbitration provisions of this Agreement.

## ARTICLE IX – HOURS OF WORK AND OVERTIME

9.1 For the purposes of this Agreement, the period of service shall be one hundred eighty five (185) days per school year, to be allocated as follows: one hundred eighty (180) teaching days; five (5) in-service days.

9.2 The normal workweek shall consist of any work performed up to six and one-half (6.5) consecutive hours per day, Monday through Friday. The number of hours to be worked shall be determined by the Superintendent of Schools or designee based on the needs of the students and will be agreed upon in the letter of assurance. This may be changed as needs of the students change. Nothing herein shall be construed as guaranteeing employees thirty-two and one-half (32.5) hours of work per week or six and one-half (6.5) hours of work per day nor from preventing required work on a weekend. The workweek ends midnight Saturday.

9.3 The workweek shall not be interrupted to avoid the payment of overtime.

9.4 Paraprofessionals will be paid for their full work day when the Superintendent calls for a delayed opening or early release. If the Delayed Opening becomes a school day cancelled the Paraprofessional will not be paid for the day until it is made up at the end of the school year.

9.5 Each employee shall be guaranteed an unpaid thirty (30) minute lunch period daily.

9.6 Upon mutual agreement between the employee and his/her supervisor, the employee may work a flex schedule. Principals have the authority and the responsibility to schedule and to monitor the workday of support staff employees in their building. In the implementation of this task, Principals shall be guided by the following:

1. All employees are expected to be punctual and attentive to their duties, guided by the principle, "A day's work for a day's pay".
2. If an employee needs to be absent from their duty assignment for up to two (2) hours, the Principal shall use their discretion in waiving the time by scheduling 'comp' time, or not paying the employee for time away from school
3. If an employee is absent from their duty assignment (for reasons other than listed in this Agreement) in excess of two (2) hours, then the employee shall either not be paid for that time or be scheduled to make up the lost time, at the discretion of the Principal

9.7 In recognition of the difficulties imposed on the Principal through failure of employees to comply with work schedules, an employee reporting late for, or absenting him/herself from work without just cause, shall be subject to discipline in accordance with the provisions of this Agreement. Employees shall, before starting time or as early as practical thereafter, give notice to appropriate supervision whenever they are to either report late or absent themselves from work.

## ARTICLE X – COMPENSATION

10.1 When employees are required to use their personal vehicle for school business, they shall be compensation based at the per mile rate within IRS guidelines. However, any change in assignment from one building to another building for a period of one (1) full work day or longer is not to be considered as requiring use of their vehicle for school business. Mileage shall be paid once a month to employees who have filled out an appropriate form.

10.2 The contract period is two (2) years starting July 1, 2014 to June 30, 2016. All new hires will be hired at an hourly rate of $10.40/hr. All current staff will receive a 1% increase on hourly rate. Special Education Paraprofessionals who become NHDOE Para II certified will receive an additional $0.50/hr. Speech Pathology Assistants who receive S.P.L.A. certification will receive an additional $1.00/hr.

## ARTICLE XI – HOLIDAYS

11.1 The parties recognize six (6) paid holidays as follows:

Memorial Day Labor Day

| | |
|---|---|
| Columbus Day | Veteran's Day |
| Thanksgiving Day | Christmas Day |

11.2 The Board reserves the right, in its sole discretion, to schedule certain holidays at times other than their respective occurrence(s) when, in its judgment, such is in the best interest of the School District's needs. When the Board, through its administration, reschedules a holiday to a day other than the normal observance, then the rescheduled day actually becomes the paid or recognized holiday for all purposes.

11.3 Eligible employees covered by this Agreement shall receive holiday pay based on their normal work day hours.

11.4 Employees who are required to work on a recognized holiday shall receive holiday pay in addition to any earnings for such work as provided in Article IX, Paragraph 9.2.

11.5 Except as provided in Paragraph 11.2 of this Article XI, whenever a holiday falls on a Sunday, it shall be observed on the following Monday. Whenever a holiday falls on a Saturday, it will be celebrated on the preceding Friday. Whenever State and Federal observances are in conflict, the Board shall determine which observances are applicable for the purposes of this Article XI.

## ARTICLE XII – LEAVE OF ABSENCE / PERSONAL DAYS

12.1 The Board recognizes that it is the duty of every citizen to serve on a jury when requested by the local, State of Federal authorities. The Board will allow jury duty leave pay based on their normal work day as determined by letter of assurance. The employee shall provide the Board with a statement of his/her earnings, excluding mileage, from jury service. When jury service is completed, the employee is required to report to work. The employee must notify his/her supervisor immediately upon receipt of a summons for jury service.

12.2 The Board, in accordance with existing State and Federal statutes, shall grant unpaid military leaves of absence.

12.3 An employee called to serve not more than fourteen (14) days of annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his/her pay for such government service and the amount of earning lost by him/her for reason of such service, based on the employee's regular daily rate.

12.4 Leave may be permitted pursuant to the Americans With Disabilities Act and the Family and Medical Leave Act ("FMLA").

12.5 One (1) Union representative shall be entitled to a maximum of one (1) day per year, with pay, for official Union business, training or seminars/conventions.

12.6 Employees shall be entitled to five (5) sick days as part of this Agreement. After three (3) days of absence, the employee may be required to present a physician's statement. Absences for a fraction or part of a day that are chargeable to sick leave, in accordance with these provisions, shall be charged proportionately. Sick leave shall not be accumulative to carry over from year to year. Sick days may only be used for illness of the employee

12.7 Employees shall be entitled to three (3) paid bereavement days for the death of a spouse, domestic partner, child, sibling, grandparent, mother, father, sibling-in-law, or other relative living in the employee's home.

12.8 In extenuating circumstances and upon written request, unpaid leave may be granted to an employee at the sole discretion of the Director of Student Services.

## ARTICLE XIII – LETTER OF INTENT

13.1 The District shall provide the Notice to employees required by RSA 189:14-h.

13.2 Upon receiving such notice the employee must advise the Special Education Director within ten (10) working days from date of letter of his/her intent to return. If the employee fails to do so, he/she will have been deemed to have resigned voluntarily.

## ARTICLE XIV – SAFETY CONDITIONS AND OCCUPATIONAL INJURY

14.1 Employees shall immediately, not later than the end of their work shift, report any and all defects of equipment. Such reports shall be made on forms supplied by the District. The employees shall retain a copy of any such report.

14.2 Employees shall be required to report immediately any accident and any physical injury sustained, in addition to reports required by law. Employees shall file an accident report (on forms supplied by the District) at the end of their shift and shall turn in all available information, including names and addresses of witnesses to the accident

14.3 The parties agree to allow one (1) member of the bargaining unit, approved by the Union, become a member of the District's existing Joint Loss Committee. The Joint Loss Committee meets for the purpose of reviewing safety issues and concerns and is mandated by the State of New Hampshire. It will comply with all legal requirements as necessary. This member will be paid their regular hourly rate during times when the Committee is in session and they are in attendance.

## ARTICLE XV - MISCELLANEOUS PROVISIONS

15.1 If any provision 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 valid and subsisting, except to the extend permitted by law, but all other provisions or applications shall continue in full force and effect.

15.2 The Board and the Union agree that there shall be no discrimination as a result of membership or non-membership in the Union and that all practices, procedures, and policies of the Board shall clearly exemplify that there is no discrimination in hiring, training, assignment, promotion, transfer, or discipline of employees, or in the application or administration of this Agreement on the basis of race, age, religious creed, color, national origin, sex, domicile, sexual orientation, or marital status. The Union shall share equally with the Board the responsibility for applying this provision of the Agreement.

15.3 All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

15.4 The Board agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Board representatives against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union consistent with this Agreement.

15.5 The names of employees selected as local Officers and the names of other Union representatives who may represent employees shall be certified in writing to the Board.

15.6 The Board will comply with all State and Federal statutes affecting employees covered by this Agreement.

15.7 Any agreement reached shall be reduced to writing and signed by the Board and the Union. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board unless the necessary appropriations have been made at the Annual School District Meeting or any special School District meeting called for such purpose. The Board shall make a good faith effort to secure the funds necessary to implement said Agreement. Refer to Paragraph 4.1

15.8 The District requires a physical examination after a conditional offer of employment has been extended to the applicant. An offer of employment is conditional upon the results of the physical examination. If the employee avails him/herself to the District's healthcare physician, the District will be responsible for the cost of the physical examination, including a tuberculin skin

test. The employee has the option of using his/her own physician. He/She must submit the cost of the examination to his/her own insurer. The District will pay any co-pays or balances up to the cost paid to the District's physician.

15.9 The District agrees to provide employees copies of the District's evaluation rubric in the beginning-of-the-year packets. The rubric itself, however, is not a part of this Agreement and is not subject to negotiation.

15.10 Mary Perkins shall keep her current salary, hours, and retirement eligibility. All other compensation and benefits shall be governed by this Agreement.

## ARTICLE XVI – DUES DEDUCTION

16.1 Subject to the provisions of Article II, Paragraph 2.4 and upon individual written authorization by a Union member covered by this Agreement and approved by the Union President, the District agrees to deduct from the pay of each employee so authorized, the current Union dues fee as certified to the District by the Treasurer of the Union. Said deductions shall be made each pay period, provided however, that if an employee has no deductions coming to him/her or the check is not large enough to satisfy the deduction, then in that event, no collection will be made from said employee for that pay period. The dues form is set forth in Appendix A attached hereto.

16.2 The employer agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

16.3 The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board in reliance upon written statements by the Union representatives or by reason of any action taken by the Board for the purpose of complying with this Article XVI.

16.4 Along with the delivery of the dues to the Treasurer of the Union, the District will also deliver a list of all employees who have paid dues for the month.

## ARTICLE XVII – NOTICES UNDER AGREEMENT

17.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Superintendent of Schools, Winnisquam Regional School District, 433 W. Main St., Tilton, NH 03276

17.2 Whenever written notice to the Union is provided for in this Agreement, such notice shall be addressed to the Chapter Chair, Winnisquam Paraprofessionals, AFSCME/AFL-CIO, PO Box 233, Sanbornton, NH 03269

17.3 Either party, by written notice, may change the address at which future notices shall be given.

## ARTICLE XVIII – TRANSFERS AND TEMPORARY ASSIGNMENTS

18.1 The District reserves and shall have the right to make transfers and temporary assignments primarily on the basis of student census, student needs, and qualifications.

18.2 Subject to Paragraph 18.1 of this Article XVIII, the District agrees that whenever a new job is created in any school or a vacancy is created in any school (with the exception of lateral moves), before outside help is considered, the District shall post in all schools and on the official School District website the name and location of the school, the title of the job, the requirements, the rate of pay, the name of the person to which the application is to be returned and the date by which the application is to be returned. Such posting shall be posted for a period of at least four (4) business days and employees shall have a minimum of the four (4) business days at the end of the posting period to return their application. Bargaining unit employees shall be given the first opportunity to fill any vacancy or new position. It is understood that any such employee must be capable of performing the work in question in a satisfactory manner. Management shall make its determination to fill such a position with thirty (30) days following any such posting and notify the Union of such determination.

18.3 By September 30th of each year the Board shall notify the President/Chairperson of the Union, in writing, of the names, addresses, rate of pay and position of each bargaining unit member.

18.4 An employee may be temporarily assigned to the work of any position of the same or lower classification without a change in pay. Upon cessation of such temporary assignment, the employee shall be restored to his/her original position.

18.5 Management shall make a reasonable effort to provide support and guidance for bargaining unit members assigned to students with extraordinary needs.

## ARTICLE XIX – EDUCATIONAL INCENTIVE/PROFESSIONAL DAYS

19.1 All employees covered under the bargaining unit complete 17 hours of coursework or workshops related to their employment by the District each year.

19.2 Courses and workshops must be approved by the District in advance. Request for workshops will be honored first. Request for college courses will be honored after the last student day of the school year. This is to allow all paraprofessionals ample opportunity to access workshops to support their work with students and meet the 17 hour workshop credit requirement. The District agrees to pay subject to Paragraph 19.3 as follows:

The employee will be expected to reimburse the District if any of the following criteria are not met:

A. The employee receives less than a C grade, if grades are awarded; or
B. If the employee leaves the District voluntarily within one (1) year after the completion of the course.

19.3 In no event shall the District spend more than $30,000 per year under this Article XIX.

19.4 If the District requires participation in a class or workshop during regular working hours, hourly wages will be paid and mileage reimbursement for travel to and from the workshop at the IRS rate will be provided. Employees will not be paid their hourly wage while attending classes or workshops that take place after work hours, and mileage reimbursement will not be offered.

## ARTICLE XX – FINAL RESOLUTIONS

20.1 This Agreement represents the final resolutions of all matters in dispute between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

## ARTICLE XXI – DURATION OF AGREEMENT

21.1 This Agreement shall continue in full force and effect from July 1, 2014 until twelve o'clock midnight (12:00 a.m.) June 30, 2016, and from year to year thereafter, unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail, at least one hundred twenty (120) days prior to the expiration date of this Agreement.

## APPENDIX A - DUES DEDUCTION AUTHORIZATION

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO

Landmark Crossing Bldg. B, Unit 2, Londonderry, NH 03053 Tel. (603) 537-9650

### Authorization For Payroll Deduction of Union Dues

BY:_____
(Name of Employee – Please Print)

TO: _____
(Name of Employer – Please Print)

Effective _____, I hereby request and authorize you to deduct from my
Date
earnings each _____, the amount of $_____This amount shall be paid to
(Payroll Period)

the treasurer of AFSCME Local Union No. 3158 and represents payment of my Union Dues. I further authorize any change in the amount to be deducted, which is certified by the above-named employee organization as a uniform change in its Union Dues structure.

Date_____ Signature_____

Street _____ Home Tel #: (_____)_____

City_____State_____ Zip_____

Work Location _____

Job Title _____

Social Security # _____ Job Code # _____

Unit # _____ Employee Payroll # _____

## APPENDIX B – INSURANCE

### A. Insurance

1. The Board agrees to make available the Matthew Thornton Blue Site of Service 20/40/1KDED-RX10/20/45 Plan ("the Plan"). The Board shall pay the premium based solely on the Plan in the following ratio: 85% Board – Single Person Plan.

2. The parties agree that the adoption of the Patient Protection and Affordable Care Act ("PPACA") and the regulations made and the state insurance exchanges established thereunder may create an opportunity to provide quality affordable health care coverage to employees on a more cost effective basis for the District. Accordingly, at any time prior to October 30, 2014, either party may reopen this Agreement upon sixty (60) days written notice for the purpose of negotiating changes to the Employer's health insurance plan or the establishment of mechanisms and procedures to provide health insurance to employees through the exchanges in lieu of the Employer's health insurance plan. If the parties fail to reach an agreement on the foregoing, the Agreement will remain in force and effect.

3. Any employee currently eligible for health insurance coverage with the District, who does not participate in the District's health insurance plan for the entire year by reason of electing coverage under another health insurance plan (e.g., spouses' plan), and who does not receive a stipend on the exchange, shall receive one thousand dollars ($1,000), paid at the end of the fiscal year in June.

   A. Such option must be exercised at the beginning of the year.
   B. An employee must work the full contract year and not access health insurance through the District to receive this stipend.
   C.
      1. The employee shall provide documentation of coverage under another health insurance plan other than a plan purchased with a stipend on the exchange.
      2. The employee shall also sign a statement attesting to coverage under another health insurance plan and holding the District harmless as a result of the employee's decision.
      3. A meeting shall be scheduled between the employee and the business administrator or designee to familiarize the employee with the consequences of the waiver decision.

   D. Failure to maintain coverage under another health insurance plan (e.g., spouse's plan) other than a plan purchased on the exchange, for any part of the year will disqualify the employee from eligibility to receive any portion of this payment.

4. Employees covered under this contract are not required to elect health insurance provided by the Board.

5. The Board agrees to deduct the employee's contribution (15% of the Plan premium), prorated over twenty (20) pay periods, between September and June each year.

6. The parties agree that the Board shall have the exclusive right to determine the carrier used to provide the benefits set forth in this Appendix B and may switch to a plan that is equal and comparable, however, the Board shall not have the right to diminish any of the benefits provided herein.

## B. Short-Term Disability

All eligible employees covered under this Agreement will be eligible for short-term disability (participation is optional), with 100% of the cost thereof borne by the district

SIGNATURE PAGE

In WITNESS HEREOF, the parties have executed this Agreement for 2014 – 2016 on this _____ day of _____, 2014, as of the date and year first written above.

WINNISQUAM REGIONAL SCHOOL DISTRICT:

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 93, LOCAL 3158/AFL-CIO:

By: Kenneth P. Fay, Staff Rep.

By: Kathleen A. Rubel

By: Gil Manning, President

By: _____

By: _____