

**AGREEMENT  
BETWEEN THE  
WINCHESTER SCHOOL BOARD  
AND THE  
WINCHESTER SUPPORT  
STAFF ASSOCIATION,  
NEA-NH**

**2015-2016**

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## DEFINITIONS

<b>BOARD</b>	Refers to the Winchester School Board
<b>DISTRICT</b>	Refers to the Winchester School District
<b>ASSOCIATION</b>	Refers to the Winchester Support Staff Association, NEA-NH, NEA
<b>ASSOCIATION REPRESENTATIVE</b>	Refers to any duly authorized representative of the Association.
<b>PARTIES</b>	Refers to Winchester School Board and Winchester Support Staff Association, NEA-NH, NEA
<b>PRINCIPAL</b>	Refers to the responsible administrative head of a school or designee.
<b>SUPERINTENDENT</b>	Refers to the responsible administrative head of the Winchester School District.
<b>EMPLOYEE</b>	Refers to persons covered by this agreement, who have complied with appropriate State and Federal Statutes and as certified by the New Hampshire Public Employee Labor Relations Board (NH PELRB). The Food Service Manager, Maintenance Director, and the Administrative Assistant are not considered an employee for the purposes of this Agreement.

Whenever the singular is used in this Agreement, it is to include the plural. Whenever a personal pronoun is used in this Agreement; such pronoun shall apply equally to both male and female.

## **PREAMBLE**

To encourage the continuous, effective and harmonious working relationship between the Winchester School Board, hereinafter called the Board, and the Winchester Support Staff Association, NEA-NH, NEA, hereinafter called the Association.

## **ARTICLE I**

### **RECOGNITION**

The Winchester School Board recognizes the Winchester Support Staff Association, NEA-NH, and NEA as the exclusive bargaining representative in accordance with the certification by the New Hampshire Public Employee Labor Relations Board for purposes of collective bargaining as provided by RSA 273:A.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

- A. The parties understand that the Board and the Superintendent may not lawfully delegate powers, discretions and authorities which by law are vested in them and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions and authorities.
  
- B. Except as otherwise provided in this Agreement, or agreed to in writing between the parties, the determination of educational policy, the operation and management of schools, the supervision and direction of the staff are vested exclusively in the Board.

### ARTICLE III

#### PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

- A. On or about September 15<sup>th</sup> of the prior year in which this Agreement expires, the Association may, in writing by certified mail, return receipt requested, **notify the** Board of its desire to negotiate terms and conditions of a successor agreement. The parties shall, no later than October 15<sup>th</sup>, negotiate in accordance with RSA 273: A in a good faith effort to reach understanding and agreement.
- B. The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.
- C. The Board agrees not to hinder the Association in obtaining such non-confidential information in its possession as is reasonably requested.
- D. Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made by the Annual School District meeting. The Board shall make a good faith effort to secure the funds necessary to implement said agreement. If the funds are not approved by the School District Meeting, the parties shall reopen negotiations in accordance with RSA 273:A.
- E. If, after discussion of all negotiable matters, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, either party may request the American Arbitration Association to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The American Arbitration Association will, within ten (10) days after the receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. The mediator will meet with the parties forthwith, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
- F. If the mediator is unable to effect settlement of the controversy within fifteen (15) days after his/her appointment, either party may, by written notification to the other, request that their differences be submitted to fact-finding. Within five (5) days after receipt of the aforesaid written request, either party may request the American Arbitration Association to designate a fact-finder. The American Arbitration Association will, within five (5) days after receipt of the request, designate a fact-finder in accordance with rules and procedures prescribed by it for making such designation.

- G. The fact-finder will, within five (5) days following appointment, meet with the parties or their representatives, or both, forthwith, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as the fact-finder deems appropriate. Any such hearings will be held in closed session. The Board and the Association will furnish the fact-finder, upon request, all records, papers, and information in their possession relating to any matter under investigation by or in issue before the fact-finder. If the dispute is not resolved prior thereto, the fact-finder shall make findings of fact and make terms of settlement regarding the disputed matters submitted to the fact-finder. The fact-finder may make this report public subject to the provisions of RSA 273:A.**
- H. Determinations and/or recommendations under the provisions of Section F and G of this Article III will not be binding on the parties.**
- I. During negotiations, the committee of the Board and the committee of the Association will present relevant data, exchange points of view, and make proposals and counter-proposals.**
- J. Upon reaching a tentative agreement, the Board shall provide a copy of the successor collective Bargaining Agreement to the Association on or before June 15<sup>th</sup>.**

## **ARTICLE IV**

### **ASSOCIATION RIGHTS**

- A. The Association will have the right to use school buildings at reasonable times without cost for meetings. Request for the use of buildings will be made to the Principal in advance.
- B. The Association will, upon request, be given an opportunity to present brief reports and announcements at the end of any Support Staff meeting called to discuss matters relating to employees covered by this Agreement.
- C. The Association will have the right to post notices on its activities and matters of employee concern in employee break rooms.
- D. Upon authorization by an employee (see Appendix B attached hereto) the Board will deduct for professional Association dues and forward such deduction to the Association treasurer. The Board shall only be responsible for deduction of the sums from employee paychecks and for the forwarding of said sums in total to the Association Treasurer. The Association shall be notified of any employee withdrawal or drop from payroll deductions. The Board shall be held harmless except for its obligation to withhold and forward deductions authorized by individual employees.
- E. Rights granted to the Association under this Article IV shall not, in the judgment of the Board, be contrary to the welfare of the Winchester Education System, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this section, the Board shall not be arbitrary or capricious.
- F. The rights and privileges as set forth in this Article shall not be granted to any other employee organization.
- G. Request under the provision of this Article shall mean permission and shall be made to the Building Principal or the Principal's designee.
- H. Authorized representatives of the Association will be permitted reasonable access to the employees in the schools with permission of the building principal.
- I. New employees shall receive a copy of the Collective Bargaining Agreement and a copy of the dues deduction form when they are provided with their employment packet.
- J. The Board will, upon notice in writing, grant up to one (1) person named by the Association, one (1) paid day in any school year to act as delegate(s) to the Association's annual delegate convention. Notice shall reflect that such person(s) have been named as delegate(s) and payment will require proof

of attendance. In addition, the Board will, upon notice in writing, grant up to two (2) persons named by the Association, an aggregate total of two (2) paid days in any school year to attend NEA-NH training conferences or attend to other Association business.

- K. Employees may with permission of the principal use certain school equipment. Expendable materials will be at the expense of the employee.
  
- L. The District shall notify the Association president and secretary of any newly hired members of the collective bargaining unit by providing the new employee's name and step placement. Such notice shall be provided within the employee's first pay period of the employee's hire date.

## ARTICLE V

### TERMS AND CONDITIONS OF EMPLOYMENT

- A. An employee shall serve a probationary period of ninety (90) calendar days which time an employee may be discharged without such action being subject to grievance or arbitration.
  
- B. Overtime for fulltime, calendar year employees shall be compensated as follows:
  - 1) Hours worked in excess of forty (40) hours per week shall be compensated at one and one half times the employee's regular straight rate of pay.
  - 2) There shall be no pyramiding of overtime pay.
  - 3) Hours paid for but not worked shall not be counted towards the payment of overtime.
  - 4) Employees who are required to work on a paid holiday identified in Article VI shall receive their appropriate straight time rate, plus their holiday pay.
  - 5) An employee shall receive a minimum of \$35.00 whenever he/she is called into work by a supervisor to handle an emergency.
  
- C. Each employee shall be entitled to access his personnel file at any time upon notice to the superintendent or his designee.
  
- D. The employee shall have the right to respond to any material contained in his personnel file and such response shall be made a part of the material to which such response was aimed and made a part of said employee's file. No derogatory material, including complaints, shall be placed in an employee's file until it has been investigated and the employee has been given an opportunity to respond in writing to any such material. Reproductions of such material may be made by hand or copying machine if available.
  
- E. A list of known vacancy(s) shall be published within ten (10) days of any such vacancy(s). The listing will include any new position(s) as well as any vacancy resulting from a promotion. Postings shall be made on school bulletin board(s). For purposes of this Section, a vacancy shall mean any opening which the Board has decided to fill and which is covered by this Agreement.
  
- F. When the Board determines that a reduction in force RIF is necessary, it shall follow the procedure below:
  - 1) The Board shall use the existing District Policy on RIFs.
  
- G. Employees shall not be required to work in unsafe or hazardous conditions.

- H. In the event that the national or state government establish new requirements which could have an impact on employees represented by this bargaining unit, including but not limited to the relationship of compensation to increased education and/or equivalent qualifications, the Board and the Association will form a committee made up of equal representation from each organization to examine the possible effects. If the Board and the Association determine that the increased educational and/or professional requirements warrant additional compensation, the salary article will be reopened so that the salary for assistants can be re-bargained.
  
- I. School year employees will have a twenty (20) minute paid lunch period unless directed by the principal to perform duties that are due to exceptional requirements. Calendar year employees who work five (5) consecutive hours or more per day will be provided breaks in accordance with Department of Labor guidelines.

## ARTICLE VI

### LEAVES OF ABSENCE

- A. It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article.
- B. Employees shall, at the beginning of the year, be granted paid wellness days at their applicable wage. Calendar year employees shall be granted twelve (12) days, and school year employees shall be granted eight (8) days. These are for use in the event of personal or family illness, personal matters, or situations for which no other leave provision of this Agreement applies. These wellness days do not carry over from year to year and will expire each fiscal year. Work connected disability covered by New Hampshire Worker's Compensation laws will be excluded.

Wellness days will be prorated according to the number of hours for which the employee is regularly scheduled.

An employee may be required to submit a doctor's note for unscheduled absences of three (3) or more consecutive work days. The Superintendent will inform the employee of the need for a doctor's note prior to returning to work.

Calendar Year Employees covered by this agreement will earn wellness days at the rate of one regularly scheduled work day per month, not to exceed twelve (12) days in any one year. Employees hired prior to July 1, 2015 who have accrued accumulated sick days shall be notified on or before September 15<sup>th</sup> of each year of their total accumulated sick days. In the case of illness, accumulated sick days must be used before wellness days.

- C. Holidays – Employees shall be eligible for holiday pay at their appropriate rate pro-rated for the number of hours that they would regularly be scheduled to work. Paid holidays for purposes of this agreement shall be as follows:

- 1) Calendar year employees will be allowed ten (10) paid Holidays as follows:

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

The day after Thanksgiving

Christmas Day

New Year's Day

Civil Rights Day

President's Day or a day during February Vacation

Memorial Day

2) School-year employees will be granted six (6) paid holidays per year as follows:

Veteran's Day  
Thanksgiving Day  
Christmas  
New Years  
Civil Rights Days  
Memorial Day

Employees will not use wellness days either immediately before or after vacations or paid holidays unless they have approval from the Superintendent.

- D. Vacation Pay – Calendar year employees shall be eligible for vacation pay at the following rate: Ten (10) days after probationary period, fifteen (15) days after eight (8) years of continued employment, and twenty (20) days after fifteen (15) year of continued employment. Vacation time may not be carried from one year to the next. Vacations will be preapproved by the supervisor and scheduled subject to the operating needs of the District. In cases of conflict, the principal's decision shall be final and not subject to the grievance and arbitration provisions of this agreement. The Board Reserves the right to pay employees in lieu of vacation. (Also see Board's FMLA Policy).
- E. Military leave of absence shall be granted by the Board in accordance with State and Federal statutes.
- F. An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between the employee's pay for such government service and amount of earnings lost by such employee for reason of such service based on the employee's regular daily rate.
- G. An employee called as a juror or subpoenaed as a witness will be paid the difference between the fee such employee receives for such service and the amount of earnings lost by such employee by reason of such service, based on the employee's regular daily rate. Satisfactory evidence (court issued pay stub) must be submitted to the employee's immediate supervisor.
- H. The Board will grant child-rearing leave to employees in accordance with State and Federal statutes.
- I. Except as otherwise provided by the Board's FMLA Policy, an employee on child-rearing leave, shall be able to continue health care benefits at that respective employee's expense.
- J. Except as otherwise provided by the Board's FMLA Policy, the Board will grant unpaid leave for the care of a disabled or infirm parent, spouse, child or grandparent (including same step relations) living in the same household. Such leave shall be for a maximum of twelve (12)

months and may be extended by mutual agreement. The Board reserves the right to require reasonable evidence of such disability or infirmity as a condition of such leave.

K. Except as otherwise provided by the Board's FMLA Policy, leaves for any and all other reason(s), paid or not paid, shall be granted at the sole discretion of the Board or its designee.

L. Bereavement leave:

When requested, employees shall receive funeral leave with full pay per occurrence as follows:

One (1) Day: Aunt, Uncle, Niece, Nephew, Cousins, Close Personal Friend

Five (5) Days: In-Laws, Siblings, Parents, Grandparents, Spouse, Domestic Partner, Child

Additional or other bereavement leave may be granted at the discretion of the building administrator.

M. Crime Victim Leave: Any employee that is a victim or is part of the immediate family of a homicide victim, minor child, or an incompetent adult who is a victim is entitled to take a leave of absence to attend court, legal or other investigative proceedings associated with the prosecution of the crime.

To qualify for the leave, the employee must provide copies of written notices of hearings, conferences, and meetings the employee must attend as part of the criminal proceedings.

## **ARTICLE VII**

### **WINCHESTER SUPPORT STAFF COMPENSATION**

- A. Compensation schedules for employees covered by this Agreement are attached as Appendix D and incorporated herein by reference.
  
- B. Employees new to the District will be hired and placed on the salary schedule at the hiring rate set forth in the salary schedules under Paragraph A, above. The Board will grant credit for prior work experience which is relevant to the job responsibilities for which the person is hired. Experience is defined as work in an equivalent position and for paraprofessionals shall be evaluated as follows:
  - a. Public education one (1) step per year of experience
  - b. In private sector education or child-related positions, one (1) step for every two (2) years of experience.
  
- C. Hourly employees will be paid every two (2) weeks based on the hours worked.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

#### A. Definition

A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees based upon the interpretation, application, or violation of any of the provisions of this Agreement. An "aggrieved party" is the person, or persons, of the Association or the Board representative making the claim. All time limits specified in this Article VIII shall mean school days.

#### B. Purpose

The parties acknowledge that it is more desirable to resolve problems through free and informal communications. Grievances which are not settled in any informal way shall be reduced to writing (see Appendix C attached hereto) and processed in accordance with the formal procedure. Once the grievance is reduced to writing, the Association shall be given an opportunity to be present.

#### C. Right of Representation

An employee covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time, subject to his requesting such representation.

#### D. Time Limit

A grievance to be considered under this procedure must be initiated in writing within ten (10) school days of its occurrence, or within twenty (20) school days of when the party should have known of its occurrence.

#### E. Formal Procedure

The grievance shall state the specified alleged violation or condition with proper reference to the contract Agreement and state the remedy requested. It shall also set forth names, dates and any other related facts which will provide a sound basis for complete understanding of any such grievance.

LEVEL A: Within three (3) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved party. Within two (2) days following any such meeting the Principal shall give his answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within ten (10) days of the receipt of an answer given at this level.

LEVEL B: Within five (5) days of a grievance being referred to this level, the Superintendent (or his designee) shall meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his answer within five (5) days of any such meeting. If the grievance is

not settled at this level, then within ten (10) days from receipt of the answer rendered at this level the grievance may be referred to Advisory Arbitration under Level C.

**LEVEL C:** If the matter is referred to arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement, and he/she shall have no power to add, subtract, alter or modify any of the said provisions. The arbitrator's decision shall be advisory. The parties agree to share equally in the compensation and expenses of the arbitrator.

**LEVEL D:** Within ten (10) days of receipt of the Advisory Arbitration decision, the School Board will review the Arbitrator's recommendations and render its decision which shall be final and binding and not subject to appeal or to review as provided in RSA Chapter 542 as amended or to the New Hampshire Public Employee Labor Relations Board.

The following matters are excluded from the grievance and/or arbitration provisions of this Agreement:

\*Management prerogatives as set forth in this Agreement and as provided and interpreted under RSA 273:A

- F. Time periods specified in this procedure may be extended by mutual agreement.
- G. Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee chairperson.
- H. Grievance(s) of general nature, or involving the Superintendent, may be submitted by the Association to Level B.
- I. A grievance, in order to consider further, must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.
- J. In the event a grievance is filed on or after June first (1<sup>st</sup>) the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the beginning of the next school year, or as soon thereafter as is practicable.
- K. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved party proceed to the next level.
- L. The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any grievances.

**M. Grievance shall not be made a part of any employee's personnel file or used in making employment references.**

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees, or in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, disability, sexual orientation, or membership and/or activity in the Association.
- B. The Board will post a copy of this ratified Agreement on the School District's website and printed copies shall be provided by the Board upon request. A printed copy shall be presented to each new employee prior to the employee's first day of work.
- C. No employee shall be reprimanded, suspended, terminated or otherwise disciplined except for just cause.
- D. Definitions:  
Employees who work during the academic year only shall be called school year employees.  
Employees who work year round shall be called calendar year employees.
- E. Notice of continued employment:  
No later than the last day of school each year, the superintendent shall notify, in writing, all education support personnel and non-certified school district employees who have completed their probationary employment period of the intent to continue or not to continue that employment into the next school year. Special Education Paraprofessional positions are driven by students' Individual Education Plans (IEP'S). As IEP'S are modified or student placements change, the Board will review its staffing needs and implement a reduction in force, if needed, in compliance with Article V (F) of this Agreement.
- F. The work calendar will consist of the following:  
Paraprofessionals are school year employees and will work 175 days and have one paid professional development day. The work day for paraprofessionals will be 6.92 hours.  
Custodians are calendar year employees and will work 260 days. The work day will vary depending on the employee's position and will be determined by the Supervisor. Food Service personnel are school year employees and will work a minimum of 175 days. The Supervisor may request additional days as needed. The work day will vary depending on the employee's position and will be determined by the Supervisor.

## **ARTICLE X**

### **EVALUATION**

- A. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced employees for the purpose of improving work performance, and, when work performance is below acceptable standards, to establish a record for the purposes of taking remedial and/or disciplinary action.
- B. The employee will be given a copy of the written evaluation report prepared by the evaluator.

Before copies are forwarded to any other administrator, the employee shall have the right to append a rebuttal. The forms will then be signed by the employee and forwarded to the administration. Such signature shall indicate only that the report has been read by the employee and in no way indicates agreement with the contents thereof.

- C. The parties recognize and agree that, subject to the provision of this Article, evaluation is a supervisory function. Any performance issue shall be brought to the attention of the employee within a reasonable timeframe, whether or not discipline will be imposed.
- D. Each new employee in the school system shall be made aware of the school district's evaluation plan and the criteria, goals, and objectives associated with it. The Association shall have the right to contribute input and to meet and confer; but in any event, the Board shall make the final determination with respect to any plan. The Board will apply the same plan throughout the district.

## **ARTICLE XI**

### **PROFESSIONAL DEVELOPMENT**

The Board will set aside an annual fund of \$3,000.00 for the purpose of funding staff development for support staff including courses and workshops which are relevant to the employee's classification. These funds are available on a first come first serve basis. Certified employees must have a current approved three year plan.

The Board will reimburse employees to renew professional certifications required for their position.

All workshop opportunities will be posted in the teachers' room and on a bulletin board near the front office of each school.

The employee shall make the request to his/her supervisor who shall review the request to ascertain if the staff development requested is job-related, and there is enough available coverage in case of multiple requests.

Employees who are requested by their supervisor to attend an in-service day or who request an in-service day and such request is granted at the discretion of the supervisor shall be paid regular compensation for attendance based on their hourly rate.

Hours from unscheduled early releases or delays will be used for mandatory professional development later in the school year.

## **ARTICLE XII**

### **CONFORMITY TO LAW**

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 extent permitted by law, specifically including the Federal legislation adopted in 2001 known as the "No Child Left Behind Act," but all other provisions or applications

**ARTICLE XIII**

**CHANGING THE AGREEMENT**

This Agreement represents the resolution of all matters 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 XIV**

### **STRIKES AND SANCTIONS**

The Association and the Board subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement during the life of this Agreement, nor shall the Board engage in any form of lockout against employees during the life of this Agreement.

## **ARTICLE XV**

### **INSURANCE**

- A. The Board agrees to maintain in effect an insurance plan for all members of the Collective Bargaining Unit. The plan options and the Board's contribution are set forth in Appendix A attached hereto.

An employee who is not eligible for health care insurance benefits and meets the ACA definition of a full time employee may enroll as a member of one of the selections under this provision. The cost will be borne by the employee. The cost of the plan to the Board to provide the coverage selected by an employee will be payroll deducted from the appropriate payroll period(s).

- B. The Board will not itself pay the insurance benefits referred to in Appendix A, but will obtain policies or contracts from insurance companies who will administer said benefits and answer questions or difficulties related thereto.
- C. To be eligible for employer paid benefits provided in Appendix A, an employee must be regularly scheduled to work at least one thousand five hundred and fifty (1,550) hours per year and not have coverage under any other plan. For purposes of this agreement the 1,550 hours per year is only during the school day, this does not include after school or summer programs excluding custodial and secretarial staff.
- D. Subject to the Board's FMLA Policy, any eligible employee who is on authorized unpaid leave may be permitted to continue health insurance benefits provided by the School Board at the employee's sole expense, on condition that the employee remits the full monthly insurance premium by check, payable to the respective insurance carriers, to the Superintendent's Office no later than the 15<sup>th</sup> day of the month preceding the month the premium is due. In the event the employee fails to remit the premiums due, the benefits provided by the School Board shall terminate immediately without further notice to the employee and the employee may not be re-enrolled in the group insurance plan for which the premiums were being paid until the employee returns to active service. The Board will follow its FMLA policy in notifying affected employees as to the dates and amounts owed.

## **ARTICLE XVI**

### **NOTICES UNDER AGREEMENT**

- A. Whenever written notice to the Board is necessary, such notice shall be addressed to the Winchester School Board Chairman, c/o Superintendent of Schools for Winchester, SAU #94, 85A Parker Street, Winchester, NH 03470
  
- B. Whenever written notice to the Winchester Support Staff Association, NEA-NH, and NEA is necessary, such notice shall be addressed to the Winchester Support Staff Association, 85 Parker Street, Winchester, NH 03470.

## **ARTICLE XVII**

### **DURATION OF AGREEMENT**

- A. Unless otherwise specified, this Agreement and its terms shall become effective on the date ratified and executed by the parties hereto and shall continue and remain in full force and effect to and including June 30, 2016 when it shall expire unless an extension is agreed to by both parties in writing prior to such date.
  
- B. This Agreement may be extended from time-to-time beyond its expiration date by written mutual agreement of the representatives of the Winchester School Board and the Association.

## **APPENDIX A**

### **INSURANCE**

- A. Eligible employees may choose from among the health insurance plans offered by the district in the annual open enrollment period. The Board will contribute 85% of the cost of the plans.
- B. The difference between the Board's maximum contribution and the actual cost to the Board to provide the coverage selected by the employee will be payroll deducted.
- C. The School Board will sponsor a Premium Conversion Program under Section 125 of the Internal Revenue Code by which employees pay their health care premium contributions on a pre-tax basis. This means that the amount of the co-payment will be deducted from the employee's pay before Federal, Social Security and most State taxes are determined. This will lower employee's compensation for tax purposes, thereby increasing take-home pay as an offset to making health care and other out-of-pocket contributions.
- D. An employee who terminates employment with the District may continue health benefits at his or her sole expense, under the provisions of Federal COBRA law and procedures established by the Superintendent's Office.

**APPENDIX B**

**PAYROLL DEDUCTION AUTHORIZATION**

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

(Please print)

"I hereby authorize the Winchester School District to withhold from my salary the sum of \$ \_\_\_\_\_ for membership dues as follows:

For membership in the Winchester Support Staff Association, NEA-NH, NEA  
The sum of \$ \_\_\_\_\_ per year;

For membership in NEA-New Hampshire, the sum of \$ \_\_\_\_\_ per year;

For membership in the National Education Association. The sum of \$ \_\_\_\_\_ per year.

The sums thus to be deducted over twenty-two (22) pay periods are hereby assigned by me to the Winchester Support Staff Association and are to be remitted by the Winchester School District to the Treasurer of the Association and, having done so, the Board shall be held harmless from any claim(s) in connection with the provisions of this Appendix B. It is further agreed that the Board assumes no financial liability, and shall be held harmless except for the act of forwarding on a monthly basis (by the 15<sup>th</sup> of each month) any funds which have been authorized and deducted through the last pay period of the preceding month.

This authorization and assignment shall continue in full force and effect until revoked by me. Such revocation shall be affected by written notice to the School District and the Association giving thirty (30) days notice prior to the end of the current school year of my desire to revoke same.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX C**

**GRIEVANCE REPORT FORM**

Grievance No. \_\_\_\_\_

Winchester School District

To \_\_\_\_\_  
(Name of Principal)

Complete in triplicate with copies to:

1. Principal
2. Superintendent
3. Association

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

NAME OF GRIEVANT: \_\_\_\_\_

DATE FILED: \_\_\_\_\_

LEVEL A

Date of Grievance \_\_\_\_\_

1. Statement of Grievance (be sure to include the specific violation or condition with proper references to the contract agreement):

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

2. Relief Sought: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Answer given by

Principal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Position of Grievant: \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL B**

Date received by Superintendent \_\_\_\_\_

Answer given by Superintendent \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Position of Grievant \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

LEVEL C

Date referred to Advisory Arbitration \_\_\_\_\_

Disposition of Arbitrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

LEVEL D

Date received Arbitrator's Recommendations \_\_\_\_\_

Disposition of School Board \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX D**

**WAGE SCHEDULES**

**2015-2016**

**Step (experience)**

	<u>Para</u>	<u>Custodian</u>	<u>Food Service</u>
1	\$ 9.87	\$ 9.28	\$ 8.77
2	\$10.11	\$ 9.54	\$ 8.87
3	\$10.35	\$ 9.79	\$ 9.03
4	\$10.60	\$10.05	\$ 9.18
5	\$10.85	\$10.30	\$ 9.28
6	\$11.12	\$10.56	\$ 9.38
7	\$11.38	\$10.81	\$ 9.49
8	\$11.65	\$11.07	\$ 9.59
9	\$11.93	\$11.32	\$ 9.69
10	\$12.22	\$11.58	\$ 9.79
11	\$12.52	\$11.83	\$ 9.89
12	\$12.81	\$12.09	\$10.00

Off Step employees shall receive a 2% wage increase each year of this Agreement.

Any language changes agreed to in this contract will remain in effect regardless of decision of the voter on cost items in the Warrant Articles.

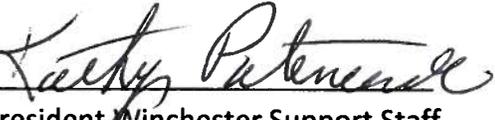
**NOTE:** If there is not a continuing contract to this agreement, new hires will be brought in at the step as if they were a member of the Collective Bargaining Unit during the year the contract was in effect. For example, if there is not continuing contract and unit members of Step 9 remain on Step 9, then a new hire with nine years experience will be brought in on Step 8.

IN WITNESS WHEREOF the parties have executed this Agreement on this 7 day of <sup>MAY</sup>~~April~~, 2015, as of the date and year first written above.

Winchester School Board

Winchester Supports Staff  
Association NEA, NH NEA

BY:   
Chairperson Winchester School Board

BY:   
President Winchester Support Staff