

AGREEMENT

BETWEEN

WINNISQUAM REGIONAL SCHOOL DISTRICT

AND

WINNISQUAM FACILITY EMPLOYEES

AFSCME LOCAL 3158

July 1, 2023 to June 30, 2026

## TABLE OF CONTENTS

WITNESSETH.....	2
AGREEMENT.....	2
ARTICLE I PURPOSE AND INTENT.....	2
ARTICLE II UNION RECOGNITION.....	2
ARTICLE III MANAGEMENT RIGHTS.....	3
ARTICLE IV UNION ACTIVITIES.....	3
ARTICLE V NO STRIKE CLAUSE.....	4
ARTICLE VI SENIORITY.....	4
ARTICLE VII DISCIPLINE AND DISCHARGE.....	6
ARTICLE VIII GRIEVANCE AND ARBITRATION PROCEDURES.....	8
ARTICLE IX HOURS OF WORK AND OVERTIME.....	10
ARTICLE X COMPENSATION.....	11
ARTICLE XI HOLIDAYS.....	12
ARTICLE XII LEAVES AND PERSONAL DAYS.....	13
ARTICLE XIII VACATION.....	16
ARTICLE XIV REPORTING AND CALL-IN PAY.....	18
ARTICLE XV SAFETY CONDITIONS AND OCCUPATIONAL INJURY.....	19
ARTICLE XVI MISCELLANEOUS PROVISIONS.....	20
ARTICLE XVII INSURANCE.....	21
ARTICLE XVIII DUES DEDUCTION.....	22
ARTICLE XIX NOTICES UNDER AGREEMENT.....	22
ARTICLE XX PROMOTIONS AND TRANSFERS.....	23
ARTICLE XXI FINAL RESOLUTIONS.....	23
ARTICLE XXII DURATION OF AGREEMENT.....	23
APPENDIX A DUES DEDUCTION AUTHORIZATION.....	24
APPENDIX B WAGE CLASSIFICATION PLAN.....	26
APPENDIX C INSURANCE AND OTHER.....	27

**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 27<sup>th</sup> of March, 2023, 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, hour of work and other conditions of employment, as provided in RSA 273-A, so as to promote orderly and peaceful relations with the Board'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 Board 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 purpose 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.

2.2     The term "employee" as used in this Agreement, applies to all full-time and permanent part-time Maintenance, Groundskeepers, Custodians, Journeymen, Masters and Facilities Supervisors of the Winnisquam Regional School District, but excluding Administrative 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 during 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 appropriate bulletin boards thirty (30) calendar days prior to the expiration date of this Agreement 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 Department 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.
- 3.2 The parties recognize the right of the Union to represent employees and to file grievances in matters where the filing of grievances is appropriate as 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 Board will not discriminate with respect to hiring, tenure of employment or any term or conditions 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.
- 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 during work time, and such shall be at no loss of pay.

- 4.3 One representative of the Unit, as an exception to Section 4.2 above, shall be permitted two (2) days of paid leave per year for the purpose of attending the AFSCME convention or the New Hampshire State AFL-CIO convention. The Union shall provide a letter of confirmation of attendance from AFSCME Council 93.

#### **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 one hundred and eighty (180) days of employment for new hires or the first sixty days (60 days) of employment on a new job to which an employee has been transferred as a result of his/her application or request, shall be considered a probationary trial period to permit the Superintendent or his/her Designee to determine such employee's fitness and adaptability for the work required, subject to extension by mutual agreement. The Business Administrator or his/her Designee may discharge any probationary employee without such discharge being subject to the Grievance and Arbitration Procedures of this Agreement. The Business Administrator or his/her Designee may not use the probationary period of a transferred employee to discharge said employee, but only to transfer the employee back to his/her old job, and such transfer back shall not be subject to the Grievance and Arbitration Procedures of this Agreement.
- 6.2 Seniority, for purposes of the Agreement, shall mean continuous service.
- 6.3 Continuous service shall be calculated from July 1<sup>st</sup> of the hiring year. Employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> shall be granted a full year's credit toward continuous service. Reemployment following a break in continuous service will follow the same schedule.
- 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 Business Administrator 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 their supervisor or the Business Administrator, 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.
- G. Failure to complete the school district physical as a condition of employment within forty-five (45) days of an employment offer shall result in dismissal of staff member.

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 or duties assigned by his/her supervisor with or without reasonable accommodations.

If the District determines that a lay-off is necessary, the union and the affected employee(s) shall be given a minimum of thirty (30) days advanced notice of lay-off. In addition the employee shall receive 100% of their accrued sick leave to a maximum of thirty (30) days.

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 and Medical Leave Act.

- 6.7 The preparation of a Seniority Roster shall be the responsibility of the District. The Seniority List 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.
- 6.9 The District has the right to hire temporary employees. These temporary employees may work for a period of up to six (6) months without becoming members of the bargaining unit.

These provisions shall apply provided that no permanent full time or permanent part time positions are eliminated. The District further agrees that the Union has not relinquished its right to petition the PELRB for the inclusion of any position that could be filled on a year round permanent full time or permanent part time basis.

The District may also create a per diem pool of employees who shall work intermittently and shall not become members of the bargaining unit.

**ARTICLE VII DISCIPLINE AND DISCHARGE**

- 7.1 An employee who has completed his/her probationary period 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. The following is a non-exclusive list of conduct which may result in discipline, such as suspension without pay or discharge: incompetence, inefficiency, excessively poor workmanship, failure to perform assigned duties, failure to observe rules and regulations, excessive lost time, deliberately refusing overtime without justification, or failure to report accidents. In addition to any verbal warning, Facilities 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 include, but are not limited to: willfully injuring or attempting to injure another, willful destruction of School District property, lying on the District's application for employment, proven theft, proven intoxication, being under the influence of illegal drugs, insubordination, conviction of a felony, inappropriate offensive

behavior with students and staff; unauthorized/inappropriate use of computer equipment, possession of illegal drugs, sale of illegal drugs and unauthorized absence from work, manipulation of time card/machine, walking off the job without permission and threats to any person or school district personnel on school district property, and failing to report an accident. If a Facility Employee is suspected of using or selling illegal drugs, the local police will be notified for assistance and collaboration. The employer, at its sole discretion, may choose to impose any lesser disciplinary measure for conduct listed in this paragraph.

- 7.4 All suspensions and discharges must be stated in writing with reason(s); a copy must be given to the employee and the Union at the time of suspension or discharge.
- 7.5 If the employer has reason to reprimand an employee, an effort will be made to do so in a professional and confidential manner, avoiding undue embarrassment.
- 7.6 Upon discharge, the Board shall pay all money due the employee within seventy-two (72) hours of such discharge. Upon quitting, the Board shall pay all money due the employee on the payday following such quitting.
  - 7.6.1 Any employee who leaves the School District shall give two (2) week notice. Requirements for sick leave pay out remain intact per Article XII, Part 7.2-C.
- 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 a 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 copies 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 the purpose of this Agreement, is a complaint 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 thirty (30) 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

Informal: Informally, between the employee and their immediate Supervisor or Facilities Director when appropriate. The Supervisor or Facilities Director will give his/her answer within five (5) working days. If no satisfactory settlement is reached at the informal level, then within five (5) working days of receipt of the Supervisor's or Facilities Director's answer, the grievance will be reduced to writing and submitted to Step 1.

Step 1: Between the participants of the Informal Step and the Facilities Director or the Business Administrator, whichever is appropriate, who will give his/her answer within five (5) working days. If no satisfactory settlement is reached at this level, then the matter may be referred to Step 2.

Step 2: If the grievance is referred to Step 2, then discussion will take place between the Superintendent or a Designee, 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 Step 3.

Step 3: Within ten (10) working days of a grievance being referred to this Step, the School Board hold a hearing with the participants of Step 2 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 4 of the procedure.

Step 4: Except as otherwise provided in this Article VIII, if the grievance remains unsettled, then the matter may be referred to arbitration within twenty (20) work days. Any grievance not submitted is considered withdrawn. 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 final and binding decision to 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.
- 8.7 General grievances may be introduced at Step 2 to the Superintendent or Designee.
- 8.8 Time periods specified in this procedure may be extended by mutual agreement in writing.
- 8.9 No monetary claims, such as back wages, fringe benefits, etc., by an employee covered by 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.
- 8.10 Saturdays, Sundays, holidays, and non-school days are excluded in computing the time limits specified in this Article.
- 8.11 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, retaliation, or reprisal in presenting or appealing any grievance(s).

8.12 The following matters are excluded from the arbitration provisions 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

8.13 Matters, which are not arbitral under the provisions of this Article VIII, may be referred only through Step 3 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 The workweek for employees hired before July 1, 2020 shall be forty (40) hours per week scheduled in five (5) consecutive days, Monday through Friday. Employees hired after July 1, 2020 shall be subject to a normal workweek of forty (40) hours in five (5) consecutive days.

9.1.1 The normal work week for a part time employee shall be twenty four (24) hours per week scheduled between Monday and Friday.

9.2 The normal daily work hours shall be eight (8). Meal periods may not exceed one-half (.5) hour and shall be unpaid. There shall be no regular paid or unpaid breaks other than the normal meal break. Necessary breaks are to be short in duration and no longer than necessary.

9.3 Reasonable overtime requirements may be an exception to the normal workweek. Time and one-half (1.5) shall be paid to eligible employees as follows:

- A. Hours worked in excess of forty (40) hours in any one (1) week.
- B. Hours worked on any holiday classified as paid holiday under Article XI, in addition to holiday pay.
- C. Hours worked between 11:00 p.m. on Saturday through 5:00 a.m. on Monday will be paid at double the employee's hourly rate.
- D. Hours paid for, but not worked, shall be counted in determining liabilities.

9.4 The Facilities Director will distribute overtime work among the qualified employees

within each building and then by seniority. Deliberate refusal of overtime by a Facility Employee without justification will result in disciplinary action.

- 9.5 Wages, vacations, holidays and any other employee benefits set forth in this Agreement shall be calculated on a proportional basis using eight (8) hours as a base.
- 9.6 During the school year calendar, no part-time employee, per diem or temporary shall be assigned to work until all regular full-time employees have had the opportunity for such assignment.
- 9.7 It shall be the duty of employees to make themselves available during the course of emergencies. Deliberate refusal without justification may result in disciplinary action. The Superintendent of Schools or his/her Designee shall determine emergencies.
- 9.8 The benefits set forth in this Agreement shall, with respect to permanent part-time employees, be paid to any such employees on a proportional basis. An exception is life insurance, which shall be paid (opted) 50% by employee and 50% by employer.
- 9.9 When an employee is assigned to work in a higher paid classification he/she shall be paid the higher rate for as long as he/she is assigned to any such classification, retroactive to the first day assigned. Assignment to work a higher paid classification shall not be unreasonably interrupted to avoid the payment of a higher rate of pay.
- 9.10 In the event of a malfunction of the time clock, it is the responsibility of the Facility Employee to notify their appropriate Supervisor or Facilities Director immediately and to have the time card initialed by their appropriate supervisor. Failure to follow this procedure may lead to appropriate discipline.
- 9.11 At the option of the District, the Facility Employees will be scheduled to work day shift(s) during the summer months and school breaks.
- 9.12 Employees shall be allowed a minimum of ten hours off before reporting to work on another shift (an employee can waive this minimum if s/he so wishes).

## **ARTICLE X                    COMPENSATION**

- 10.1 Effective July 1, 2023 the wage classification structure set forth in Appendix B is attached hereto.

- 10.2 When employees, are required to use their personal vehicle for school business, then they shall be compensated 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.
- 10.3 Newly hired employees may be hired at or above the minimum wage rate. Effective July 1, 2012, employees presently on staff who are below the new minimum shall be brought up to the new minimum. The contract period is **three (3)** years starting July 1, 2023 to June 30, 2026.
- 10.4 The Superintendent or Designee may at his/her discretion hire and place new employees within the wage ranges set forth in Appendix B above, but with due regard to rates paid to employees already in the system who have the same duties and responsibilities. In any event, the Business Administrator shall make the final determination.
- 10.5 A bargaining unit member who has completed ten (10) through nineteen (19) years of service with the district as of July 1st shall receive, in addition to all other compensation, three hundred dollars (\$300); upon completion of twenty (20) through twenty-nine (29) years of service, four hundred dollars (\$400); and upon completion of thirty (30) or more years of service, five hundred dollars (\$500). Payment is made in a lump and once a year only (in the month of July). Any bargaining unit member who becomes newly eligible for longevity or an increase in longevity after July 1st will receive remuneration the following July.

**ARTICLE XI            HOLIDAYS**

11.1 The parties recognize thirteen (13) paid holidays as follows:

Day before New Year	Columbus Day
New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
MLK/Civil Rights Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor 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. Whenever the Board schedules school on a holiday than the employee shall receive the holiday as a floating holiday to be taken during the contract year in compliance with contractual notification and staffing limitations.

- 11.3 Eligible employees covered by this Agreement shall receive holiday pay based upon their straight time earnings for eight (8) hours.
- 11.4 Employees who are required to work on a recognized holiday shall, in addition to any earnings for such work, receive holiday pay as provided in Article IX, Section 9.3(B).
- 11.5 Except as provided in Section 11.2 of this Article XI, holidays will be observed in accordance with the school district calendar as determined by the annually.
- 11.6 When a paid holiday occurs during an employee's vacation, he/she shall be paid for the holiday. He/she will be paid for the remaining vacation days taken during the vacation week. The unused vacation day shall be taken at a time when it will not conflict with schedules of the Board.

## **ARTICLE XII LEAVES AND PERSONAL DAYS**

- 12.1 Leaves of Absence: Employees with one (1) year or more of continuous service may, upon written notice to the Board when possible, be granted a leave of absence for good cause, and such leave may be extended for like cause. Employees shall receive no salary while on unpaid leave of absence. Their rate of pay will be subject to any general increase or decrease in salary rates that may become effective during the leave. Employees shall be returned to the job held just prior to such leave, subject to employment conditions existing at the time of return.
- 12.2 Employees accepting employment or conducting a business outside of the School District during a leave of absence, or an extension of such leave, shall be terminated from the employment by the School District and shall lose all seniority rights.
- 12.3 The District shall provide to the Union a report of all employees on leave of absence, together with the dates of expiration of such leave.
- 12.4 Bereavement Leave: The Board will permit up to four (4) days absence with pay, per occurrence, because of the death of an employee's father, mother, wife, husband, significant other, brother, sister, son, daughter, foster parent, foster child, stepparent,

stepchild, grandparent, aunt, uncle, grandchild and the same relatives of the employee's spouse. Such pay will be based upon eight (8) hours pay at the employee's regular hourly rate.

12.5 Jury Duty: The Board recognizes that it is the duty of every citizen to serve on a jury when requested by the local, State or Federal authorities. The Board will allow eight (8) hours pay at straight time at the employee's regular rate for each day of jury service, less the amount of compensation paid by the Court for such service. 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.

12.6 Military Leave: The Board, in accordance with existing State and Federal statutes, shall grant unpaid military leave of absence.

12.6.1 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.

12.7 Sick Leave: Employees shall be granted one (1) day per month, cumulative up to twelve (12) in any one (1) year, of sick leave pay at their applicable pay rate.

- A. Employees shall be entitled to the accumulation of sick leave up to a maximum of fifty (50) days.
- B. Employees may use up to three (3) sick days per year in order to care for his/her child, parent, spouse, or significant other. After three (3) days of absence, the employee may be required to present a physician's statement. The immediate supervisor or District may request medical evidence from the District's physician whenever they feel it is necessary or appropriate and the District shall pay the cost of any such examination.
- C. Absences for a fraction or part of a day that are chargeable to sick leave, in accordance with these provisions, shall be charged proportionately in an amount not smaller than one (1) hour.

D. Employees should also consult the District's FMLA policy, which is contained in the School District Policy Handbook.

12.7.1 Employees shall be paid for unused sick leave up to a maximum of thirty (30) days in the event that they are laid off.

12.7.2 Employees shall be paid for up to six (6) unused sick leave days, by the last payroll in June of the contract year, at the employee's current rate of pay, subject to the following:

- A. Employees must notify the Business Administrator by June 1<sup>st</sup> of the contract year, the number of sick leave days to be bought back.
- B. Employees who have accumulated more than fifty (50) sick leave days by June 30, 2023 will receive a one-time buy back of all sick leave days in excess of fifty (50), paid at the employee's 2022-2023 rate of pay.
- C. Employees must give notice by July 1<sup>st</sup> of their intent to retire from the District on June 30<sup>th</sup> of the following year (See Article VII, Part 6.1)
- D. Employees who give the required one (1) year retirement notice (Part C) will receive a sick leave day pay out at half the employee's current rate of pay, for up to 50 accumulated sick leave days. This pay-out will occur upon completion of the final year of service.
- E. Exceptions to the requirement of one (1) year retirement notice (Part C), based on hardship circumstances, will be granted at the discretion of the Superintendent.

12.8 Personal Days: Employees with one (1) year or more of continuous service shall be granted a maximum of two (2) paid personal days on July 1<sup>st</sup> of each contract year, subject to the following:

12.8.1 Personal days shall be used to conduct important personal business which cannot be conducted at any other time outside the working day, including but not limited to attending to sick relatives or important religious days. Personal days shall not be used for pleasure trips, social events, or recreational purposes, and such days shall not be for the purpose of receiving compensation for other employment. Employees will sign a statement to this effect when requesting a personal day but will not be required to state the reason for the requested day. To be eligible for personal days under this Section, the written request shall, except in an emergency, be presented to the



Business Administrator or Facilities Director at least twenty- four (24) hours in advance.

- 12.8.2 Upon completion of the probationary period, employees will be eligible for one (1) personal leave day.
- 12.8.3 As to all leave and personal day requests, employees should also consult the District's Family and Medical Leave Act ("FMLA") and Americans with Disabilities Act ("ADA") policies which are contained in the School District Handbook
- 12.8.4 Employees are asked to schedule any personal days to minimize their time away from their scheduled employment responsibilities. Employees may report to work if the emergency or personal obligation does not require that they be absent for the entire scheduled workday. The employee will only be charged for the actual time off the job.
- 12.9 Union representatives shall be entitled to a maximum of one (1) day per year, with pay, for official Union business, training or seminars/conventions.
- 12.10 The District shall maintain a record of all credits and debits to the leave accounts of each employee. These leave accounts are available for inspection by the employee.

**ARTICLE XIII VACATION**

- 13.1 Each permanent full-time and part-time (pro-rated) employee covered by this Agreement shall be entitled to paid vacation benefits in accordance with the following schedule:

SERVICE	VACATION PAY
Six (6) months but less than twelve (12) months from hire date	One (1) week
One (1) year but less than five (5) years from hire date	Two (2) weeks unless one week was used after six (6) months; in which case only one week of vacation will be available after the first year
Five (5) years but less than fifteen (15) years from date of hire	Three (3) weeks
More than fifteen (15) years	Four (4) weeks

- 13.2 Senior employees shall have preference in selecting their vacation time.
- 13.3 Vacations due in any vacation year must be taken during that year. Vacations will not be

allowed to accumulate.

- 13.4 Vacation pay shall be equal to the normal weekly straight time pay of the employee as set forth in Article IX of this Agreement.
- 13.5 Employees will request vacation (both in terms of date and duration) at times which do not conflict with the operational requirements of the Board. One (1) person, per school, per shift is permitted to take annual vacation during the Christmas, February and April school closings, when so requested. Vacation requests shall be made as far in advance as possible and seniority shall prevail 90 days prior to the date requested for said vacation when two (2) or more employees request the same vacation period. Otherwise, seniority shall not be used to bump a vacation request that has already been submitted and approved.
- 13.6 Any employee who quits, resigns, retires, is discharged or terminated, or ends his/her employment with the District for any reason, including death, shall be entitled to earned vacation and vacation pay in all final wage payments, pro-rated equivalent to a monthly accrual for the vacation pay as outlined in Article XIII, Section 1, based upon service.
  - A. If vacation pay has been paid prior to working a sufficient duration to accrue the vacation, the pay will be deducted from the employee's final wage payment and in accordance with the schedule and eligibility requirements contained in this Article.
  - B. Vacation days accumulated in excess of the amount earned for the duration of said employee's sufficient work will be deducted from the employee's total accumulation of vacation days, prior to the calculation of the final vacation payment is made, in accordance with the schedule and eligibility requirements contained in this Article.
  - C. If an employee ends employment after June 15<sup>th</sup>, it is agreed that the employee has accrued the entitled amount of vacation pay. If an employee ends employment after December 15<sup>th</sup>, it is agreed that the employee has accrued one-half (.5) of the entitled amount of vacation pay.
  - D. In the event of an employee's death, such pay shall be paid to the employee's estate.

- 13.7 Employees who wish to schedule consecutive vacation days must notify their supervisor at least one week in advance.
- 13.8 If work demands prevent an employee from taking a scheduled vacation before his/her anniversary date, the Board will allow the employee to carry that vacation into the following year. The employee must use the vacation time carried over within sixty (60) days of his/her anniversary unless there is a mutual written agreement to extend the time frame.

#### **ARTICLE XIV REPORTING AND CALL-IN PAY**

- 14.1 An employee who is scheduled to report for work during his/her normal week and who does report ready for work in accordance with his/her schedule, shall be guaranteed, as a minimum, four (4) hours of straight time pay at his/her regular hourly rate, provided he/she has not been previously notified before the conclusion of his/her previous day's work not to report. This Section shall not apply where the Board's failure to provide work is because an employee refuses available work or because of circumstances beyond the Board's control.
- 14.2 An employee who is called in to work outside his/her regular schedule shall be guaranteed, as a minimum, two (2) hours of pay at time and one-half (1.5) his/her regular hourly rate.
- 14.3 In recognition of the difficulties imposed on the District through failure of employees to comply with work schedules, an employee who reports late for, or is absent 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 their supervisor whenever they report late to or are absent from work.
- 14.4 The District shall provide time clocks for employees to record their daily time record. Each employee shall punch in and out in order to report time worked for purposes of pay. Employees must punch out when they are on lunch break. No employee shall record time for another employee. No employee shall hand write in his/her time without approval of his or her supervisor.
- 14.5 The normal shift schedule shall be as follows, subject to periodic adjustments by Administration as deemed necessary by current conditions, and provided that no shift shall be

adjusted by more than 1.5 hours, and the employee will be given no less than 2 weeks notice. In the event of an emergency, said schedules may be adjusted as necessary but only for the duration of the condition.

<i>School</i>	<i>Shift</i>	<i>Start - End</i>
Southwick, WRMS & WRHS	1st	6 AM – 2:30 PM
		5 AM – 1:30 PM
	2nd	2:30 PM – 11 PM
		12:30 PM – 9 PM
<i>School</i>	<i>Shift</i>	<i>Start - End</i>
Sanbornton Central School	1 <sup>st</sup> /2 <sup>nd</sup> Split	10:30 AM – 7 PM
	2nd	2:30 PM – 11 PM (F/T)
		3 PM – 7 PM (P/T)
ALL WRSD SCHOOLS	3rd	11 PM – 7:30 AM

**ARTICLE XV SAFETY CONDITIONS AND OCCUPATIONAL INJURY**

- 15.1 Employees shall immediately, but no later than the end of their work shift, report any and all defects of equipment in writing on forms supplied by the District to their supervisor via email. The employees shall retain a copy of any such report.
- 15.2 Employees shall be required to report immediately any accident or physical injury sustained. In addition to reports required by law, employees shall file an accident report (on forms supplied by the District), and shall turn in all available information, including names and addresses of witnesses to the accident.
- 15.3 The parties agree to establish a Joint Loss Committee composed of three (3) members of the bargaining unit approved by the Union and three (3) or more members appointed by the Administration, approved by the Board, who will meet on request, when necessary, for the purpose of reviewing safety. The Joint Loss Committee is mandated by the State of New Hampshire.
- 15.4 If any employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, the District shall furnish such uniform, protective clothing or protective device to the employee. The District shall be responsible for maintaining the protective clothing and/or equipment in proper working conditions. Employees are responsible for inspecting their protective clothing and devices and to notify their Supervisor via email if repairs or replacements are necessary. Employees are required to wear their assigned protective devices and appropriate seasonal clothing and sturdy work shoes to work. Failure to do so will

result in a written warning under provision 7.2 of the Contract.

## **ARTICLE XVI MISCELLANEOUS PROVISIONS**

- 16.1 If any provision is found to be unlawful by any court of competent jurisdiction for any reason, it shall not affect the validity or enforceability of the remaining provisions of the Agreement. The District and the Union agree to meet to consider a substitute for the invalid provision.
- 16.2 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 provide 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, religion, creed, color, national origin, sex, domicile, actual or perceived, mental or physical disabilities, sexual orientation, or marital status. The Union shall share equally with the Board the responsibility for applying this provision of this Agreement.
- 16.3 The District agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, retaliation, 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.
- 16.4 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.
- 16.5 The Board will comply with all State and Federal statutes affecting employees covered by this Agreement.
- 16.6 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 by 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.

- 16.7 The District agrees to provide each employee with an email account. The Facilities Director or Designee will notice all position openings via email.
- 16.7.1 The Union may post notices on the facilities bulletin board located in the custodial locker area and facilities supervisor's office in each building. No union notice will be posted unless there is a signature of its President or Secretary.
- 16.8 Each Facility Employee on an annual basis, must complete eight (8) hours of continuing education on an annual basis. Each Supervisor must also complete, on an annual basis, twelve (12) hours of continuing education.
- Facility Employees hired during the year will be required to complete a pro-rated portion of the continuing education hours. Failure to complete such requirements will result in a salary adjustments on July 1st of each contract year deferred until the continuing education is satisfactorily completed. The salary adjustment will not be retroactive but will start with the date of completion.
- 16.9 The District agrees to reimburse employees for expenses incurred for job related college course and approved work related workshops that are approved in advance in writing by the Business Administrator. The District will budget a pool of funds [for all staff] of \$1,800 for FY 23-24, FY 24-25, FY 25-26. Half of the funds will be budgeted for the first six months and the balance of the funds in the second half of the fiscal year.
- 16.10 The District shall perform at least one annual evaluation of the Employee by June 1 of each year. Employees who fail to have a satisfactory evaluation will be put on an improvement plan by the Supervisor and or the Facilities Director.

## **ARTICLE XVII      INSURANCE**

- 17.1 Subject to the provisions of Paragraph 5 of Appendix C of this Agreement, the Board agrees to maintain in effect an insurance plan for employees covered by this Agreement, as long as they remain on the Winnisquam Regional School District payroll. See Appendix C attached hereto.
- 17.2 Except as provided in Paragraph 5 of Appendix C attached hereto, the Board will not, itself, pay the insurance benefits, but will obtain policies or contracts from insurance companies which will administer said benefits

17.3 Except as provided in Paragraph 5 of Appendix C, participation in any of the benefits set forth in Appendix C of this Agreement shall be subject to such eligibility requirements of the respective insurance carrier and any disputes which arise in this respect shall be between the employee and the said carrier. The employee shall have no recourse to the Board in any such matter.

#### **ARTICLE XVIII DUES DEDUCTION**

18.1 Subject to the provisions of Article II, Section 2.4, the District agrees to deduct from each Union member the current dues as certified to the Employer by the Treasurer of the Union, and deliver the same to the Union Treasurer. Said deduction to be made each pay period, except that, if an employee has no check coming to him/her, or the check is not large enough to satisfy the assignments, then no collection will be made from said employee for that pay period. The dues form is set forth in Appendix A, attached hereto.

The employee 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.

18.2 The Union shall indemnify and hold 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.

18.3 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 XIX NOTICES UNDER AGREEMENT**

19.1 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 West Main Street, Tilton, NH 03276.

19.2 Whenever written notice to the Union is provided for in this Agreement, such notice shall be addressed to the President, Winnisquam Facility Employees, AFSCME/AFL-CIO, at his/her then-current address.

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

## **ARTICLE XX PROMOTIONS AND TRANSFERS**

20.1 The District reserves and shall have the right to make promotions primarily on the basis of education, qualifications, ability and performance of duty, but shall be governed by District seniority where equal qualifications, ability and performance of duty, as determined by the District, have been demonstrated.

20.2 Subject to Section 20.1 of this Article XX, the District agrees that, whenever a new job is created in any school, or a vacancy is created in any school, the name of the school, the name of the job, and the requirements and pay grades of the job shall be posted in all schools and all employees shall be given five (5) days to apply for said job. Management shall make its determination to fill such a position within thirty (30) days following any such posting and notify the Union of such determination.

20.3 Employees will be given the opportunity to apply and be considered for transfer to non-promotional openings in other buildings on the basis of seniority. It is understood that any such employee must be capable of performing the work in question in a satisfactory manner.

## **ARTICLE XXI FINAL RESOLUTIONS**

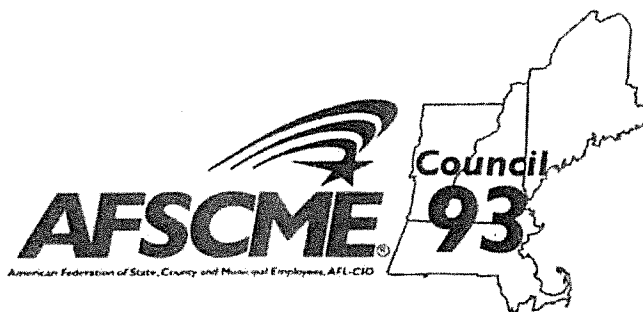
21.1 This Agreement represents the final resolutions of all matters in dispute between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

## **ARTICLE XXII DURATION OF AGREEMENT**

22 This Agreement shall continue in full force and effect until twelve (12) o'clock midnight June 30, 2026, 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



**We Make Northern New England Happen!**

**Visit us online at [afscme93.org](http://afscme93.org)**

**Like us on Facebook at [facebook.com/afscme93](https://facebook.com/afscme93)**

**Follow us on Twitter @[afscme93](https://twitter.com/afscme93)**

**Text '93' to '237263' to receive periodic updates, calls to action and other important information from your union!**

**AFSCME Council 93 • 8 Beacon Street • Boston, MA 02108 • (617) 367-6000 • (800) 367-9797**

# AFSCME STRONG

## AFSCME Council 93

**Yes! I am AFSCME Strong.**

**I want a strong voice at work and in my community**

**Yes, sign me up to:**

- Talk to colleagues at work about AFSCME
- Make phone calls to AFSCME members for campaigns
- Knock AFSCME member doors during campaigns

## Membership Application

### American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

New Member PLEASE PRINT LEGIBLY.  Re-commit

Local Number		Employer	
Last Name	First Name	M.I.	
Street Address		Apt. No.	
City	State	ZIP Code	
SSN (last four digits)	Employee ID #	Job Title	
Cell Phone	Personal E-mail Address		
By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.			
Signature	Date		

### Contribution Form

Become a PEOPLE MVP for \$8.35/ month (\$100 annually)



I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

<p><b>Deduction Per Pay Period</b></p> <p><input type="checkbox"/> \$5   <input type="checkbox"/> \$10   <input type="checkbox"/> \$15</p> <p><input type="checkbox"/> Other \$ _____ each pp</p> <p>Circle jacket size. S M L XL 2XL Other _____</p> <p><b>For Office Use Only</b></p> <p><input type="checkbox"/> JACKET RECEIVED</p>
---

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

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

PLEASE PRINT LEGIBLY.

Last Name	First Name	M.I.	
Street Address		Apt. No.	
City	State	ZIP Code	
SSN (last four digits)	Employee ID #	Occupation	
Local Number	Employer		
Cell Phone	Home Phone		
By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.			
Personal E-mail Address _____			



**APPENDIX B**

**WAGE CLASSIFICATION PLAN**

WAGE RANGE

<b>POSITIONS</b>	<b>MIN (New Hires)</b>	<b>2023-2024 (Current Staff)</b>	<b>2024-2025</b>	<b>2025-2026</b>
<i>CUSTODIAN</i>	\$15	+6%	+3%	+3%
<i>MAINTENANCE &amp; GROUNDSKPR</i>	\$18	+6%	+3%	+3%
<i>JOURNEYMAN</i>	\$21	--	+3%	+3%
<i>MASTER</i>	\$23	--	+3%	+3%

Special Projects: The Director of Facilities may assign special projects to a custodian in order to use his/her trade skills, including but not limited to: painting, plumbing, wall repair. When assigned, the custodian shall be paid an additional one dollar (\$1.00) per hour. These assignments are for employees who can perform work that would require an additional maintenance person or would otherwise require hiring a contractor. The special projects will be assigned for no less than eight hours each assignment.

SUPERVISOR STIPEND (From Base): \$3.25

## APPENDIX C      INSURANCE AND OTHER

1. The Board agrees to make available health insurance through School Care or other comparable Board approved health insurance. For Facility Employees who are employed for at least thirty (30) hours per week, the employee will pay the following annually;

The Board shall pay the premium for both plans using the following ratios:

95% Board - Single Person Plan

95% Board - Two-Person Plan

80% Board - Family Plan

### Opt-out

The Facility Employee covered under this contract has the option of not electing any of the two (2) choices of healthcare insurance's provided by the Board. An employee currently eligible for health insurance, who elects no coverage 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 five thousand dollars (\$5,000) as a supplement to his or her pay, at the end of the fiscal year in June. Employees hired after August 1<sup>st</sup> shall receive a prorated amount based on months of employment, the same as the health insurance availability, for this stipend at the end of each contract year. Such option must be exercised prior to the beginning of the fiscal year.

The employee shall sign the non-coverage option form attesting to the coverage under another health care insurance plan other than a plan purchased with a stipend on the exchange, and hold the district harmless of the employee's decision. A copy of the insurance card will be affixed to the non-coverage option form. To receive this stipend, an employee must not access health insurance at any time during the fiscal year through the district. Failure to maintain coverage under another health insurance plan (i.e. Spouse's plan) for any part of their employment with WRSD will disqualify the employee from eligibility to receive any portion of this stipend payment. Employees covered under this contract are not required to elect health insurance provided by the Board.

2. Employees may select single, two (2) person, or family coverage.
3. The difference between the maximum contribution set forth in one (1) above and the actual cost to the Board to provide the coverage selected in two (2) above will be payroll deducted from an appropriate payroll period(s) by the Board.

4. Employees covered by this Agreement shall receive \$45,000 term life policy including Accidental Death and Dismemberment, the cost of which will be paid by the Board.
5. The parties agree that the School Board shall have the exclusive right to determine the carrier used to provide the benefits set forth in this Appendix C, 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.
6. Reopener

The parties agree that, at any time, either party may reopen this Agreement upon thirty (30) days written notice for the purpose of negotiating changes to the Employer's health insurance plan in the event that the District offered health insurance plan will result in the imposition of any related fees, fines, taxes or penalties including the "Cadillac" tax or to renegotiate if the District selects another health insurance plan for other staff. The District and Winnisquam Facility Employees AFSCME Local 3158 shall share all information, to include but not limited to, cost and savings to the District and employees. If the parties fail to reach an agreement on the foregoing, the Agreement will remain in force and effect.

7. The Board agrees to provide Northeast Delta Dental Plan I, Coverage's A & B as follows:

Coverage A: Diagnostic and Preventative - 100%

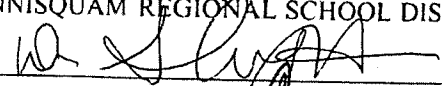
Coverage B: Restorative - 80% after \$25/\$75 Deductible

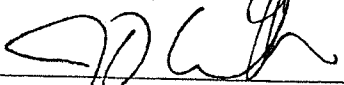
The Board further agrees that, if the Dental Plan is changed for the Teachers of the District, parity will be maintained between the Teacher's level of benefits and that carried by employees included in this unit. The Business Administrator will arrange an annual meeting between Northeast Delta Dental and the Local Union.

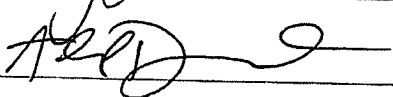
8. The WRSD shall share equally in the cost of a Short-Term Disability Plan. Employees' participation in the plan is optional.


IN WITNESS WHEREOF, the parties have executed this Wage Agreement for 2023-2026 on this the 9th day of May 2023, as of the date and year first written above.

WINNISQUAM REGIONAL SCHOOL DISTRICT

BY:  Dr. Shannon J. Bartlett, Superintendent

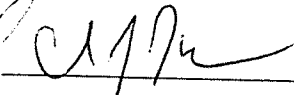
BY:  Jon Cilley, Board Representative

BY:  Alex Dymont, Board Representative

BY:  Dr. Christina Flanders, Board Representative

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

BY:   Jonathan Allard, President

BY:  Chris Kilmer, Staff Representative, AFSCME Council 93