

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

2024-2027

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DEFINITIONS

BOARD	Refers to the Winchester School Board.
DISTRICT	Refers to the Winchester School District.
ASSOCIATION	Refers to the Winchester Support Staff Association, NEA-NH, NEA.
ASSOCIATION REPRESENTATIVE	Refers to any duly authorized representative of the Association.
PARTIES	Refers to Winchester School Board and Winchester Support Staff Association, NEA-NH, NEA.
PRINCIPAL	Refers to the responsible administrative head of a school or designee.
SUPERINTENDENT	Refers to the responsible administrative head of the Winchester School District.
EMPLOYEE	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) and identified in Article I Recognition.
SCHOOL YEAR EMPLOYEE	Refers to employees who work during the academic year only.

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 for employees in the following positions:

Paraprofessionals, Library/Media Assistant and Food Service employees.

Excluded from the bargaining unit are: Principal, Assistant Principal, Maintenance Director, Custodians and Administrative Assistants to the Superintendent, ~~Principal~~ and Special Education Director.

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 - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. No later than September 15th 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 15th, 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 to proceed to mediation. The parties shall first attempt to mutually agree upon a mediator. If the parties fail to mutually agree upon a mediator, they shall apply to the New Hampshire Public Employee Labor Relations Board to select a mediator. 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 parties are unable to reach agreement through mediation, either party may, by written notification to the other, request that their differences be submitted to factfinding. If the parties fail to mutually agree upon a factfinder, they shall apply to the New Hampshire Public Employee Labor Relations Board to select a factfinder.
- G. The factfinder will, as soon as possible 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 factfinder deems appropriate. Any such hearings will be held in closed session. The Board and the Association will furnish the factfinder, upon request, all records, papers, and information in their possession relating to any matter under investigation by or in issue before the factfinder. If the dispute is not resolved prior thereto, the factfinder shall make findings of fact and recommendations regarding the disputed matters submitted to the factfinder. The parties 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. All cost items must be submitted to the voters for approval.
- K. Upon voter approval of cost items, the Board will prepare a final copy of the Agreement, will post it on the School District's website and within fourteen (14) days will file it with the PELRB.

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 Board shall be held harmless except for its

obligation to withhold and forward deductions authorized by individual employees. Employees who wish to discontinue payroll deduction of Association dues shall notify both the SAU District Office and the Association Treasurer in writing. The District shall notify the Association Treasurer within five (5) SAU business days from the date the District is aware of an employee's termination.

- 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 with their employment packet. The Association may print a reasonable number of additional copies of the Agreement, using school equipment, for bargaining unit members.
- 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 to the Association's annual delegate convention. Notice shall reflect that such person has been named as a delegate 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. The Association may with permission of the principal use certain school equipment for Association-related business. Expendable materials will be at the expense of the Association.
- 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 no later than the earlier of (a) 30 calendar days after the employee's date of hire, or (b) ten (10) calendar days after the employee begins work. The District shall notify the Association President and Secretary within ten (10) calendar days after a bargaining unit member separates from employment.
- M. Before the School Board finalizes the calendar for the following school year, the Association shall have the opportunity to provide input.

ARTICLE V - TERMS AND CONDITIONS OF EMPLOYMENT

- A. An employee shall serve a probationary period of ninety (90) calendar days during which time an employee may be discharged without such action being subject to grievance or arbitration.
- B. Overtime for employees shall be compensated as follows:

- 1) Hours worked in excess of forty (40) hours per week shall be compensated at one- and onehalf 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.
- C. Each employee shall be entitled to access his/her personnel file at any time upon notice to the superintendent or his designee.
- D. No derogatory material, including complaints, shall be placed in an employee's personnel file until it has been investigated and substantiated, and the employee has been notified in writing that the material is being placed in his/her personnel file. The employee may respond in writing to any such material within thirty (30) calendar days of the material being placed in his/her personnel file, and the employee's response shall be appended to such material. Reproductions of such material may be made by hand or copying machine if available.
- E. No employee shall be reprimanded, suspended, terminated or otherwise disciplined except for just cause.
- F. Notice of continued employment and assignments:

No later than seven (7) calendar days before the last day of school, the superintendent shall notify, in writing, all school year 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 (IEPs). As IEPs 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(I) of this Agreement.

All employees shall be provided individual contracts stating their position title, wage, and anticipated work schedule.

The District will use reasonable efforts to notify employees of their work assignments at least three days prior to the students' first day of school. Employees may elect to receive this information either by e-mail or postal mail. Such election shall be noted when employees return their signed annual contracts.

The District will use reasonable efforts to provide school year employees a master schedule for lunch and recess duty assignments no later than the students' first day of school.

- G. The work calendar will consist of the following:

Paraprofessionals are school year employees and will work each day that school is in session ("student day"). Each year there shall be between 175 and 180 scheduled student days. There shall also be one paid professional development day each year. The workday for paraprofessionals will be 6.92 hours and will be determined by the Supervisor.

Food Service personnel, if employed by the District, are school year employees and will work each day that school is in session, with a minimum of 175 days, and a maximum of 180 days. The Supervisor may request additional days as needed. The workday will vary depending on the employee's position and will be determined by the Supervisor.

- H. Vacancies for which the District is seeking applicants will be posted internally on school bulletin boards for five (5) SAU 94 Office business days prior to being advertised to external candidates. The Superintendent and the School Board have sole discretion in filling these positions. Exceptions to the internal posting timeline may be made for positions that are listed as critical shortage positions, which may be posted on school bulletin boards and advertised to external candidates concurrently. 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, including any new position(s) or vacancies created by promotions, transfers, resignations, or retirements.
- I. When the Board determines that a reduction in force RIF is necessary, it shall follow the procedure below:

The Board may reduce in force positions for reasons of declining enrollment, budget reductions, changes in or consolidation of Board-authorized programs, or any other reason determined by the Board to be necessary or desirable.

Notice:

As soon as the Board determines that a reduction in force is necessary, the Superintendent shall notify the President of the Support Staff Association not later than the last day of school.

Factors for Determining Reduction in Force:

1. If reductions in staff are necessary or desirable, the District will retain those support staff who, at the Board's sole discretion, will be the best support staff for the District and students.
2. The Board does not condone "bumping". The best support staff will be retained regardless of seniority or years of service in the District.
3. In identifying which employee to release, the administration and the Board will consider the following factors: professional growth, job performance, job classification, ability, and overall effectiveness. If all of the factors are equal, then seniority may be considered in making a final determination. However, no reduction in force will be based solely on seniority. Seniority is defined as the total number of years continuously employed in the District.
4. Employees who are laid off due to a reduction in force shall be eligible for recall for a period of one year. A previously employed staff who is recalled shall resume employment at not less than the step placement or wage paid when the employee was laid off and will have any accrued seniority and benefits, including accrued sick time, restored at the same level as when the employee was laid off.
5. Employees will be recalled to vacant positions in the reverse order from which they were laid off. If a vacancy occurs in a position from which an employee with recall rights was laid off, the District will deliver written notification of the recall opportunity to the employee's home address on file with the SAU office. It is the employee's responsibility to provide current information to the SAU office. The notice will include the position, the date employment would commence and the hours of work. The employee must respond to the SAU within five (5) calendar days of receipt of the recall notice. Failure to respond will forfeit all rights to recall and the District will notify the next employee on the recall list.

- J. Employees shall not be required to work in unsafe or hazardous conditions and will be provided protective equipment or clothing reasonably necessary to prevent injuries or exposure to bodily fluids as approved, in advance, by the Joint Loss Management Committee. When a request for protective equipment or clothing is made, the Committee shall meet to consider the request within ten (10) school days.
- K. In the event that the national or state government establishes 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 wage schedule will be reopened so that the wages for affected bargaining unit employees can be re-bargained.
- L. Paraprofessionals will have a twenty (20) minute paid lunch period unless directed by the principal to perform duties that are due to exceptional requirements. Behavioral interventionists and integration specialists will have a thirty (30) minute unpaid meal period. If an employee is required to perform duties during his/her lunch period, the employee will be given the opportunity for an alternative lunch period during the same day.
- M. Each school year, the District will schedule up to seven (7) staff meetings. The topic of these meetings will be determined by the Director of Special Education or designee and will be relevant to the job responsibilities of bargaining unit members. Employees are expected to attend all such meetings, unless excused by the supervisor. Meetings will be scheduled after school and will be no more than one hour in length. A schedule of meetings will be distributed to employees on the first day of school. Except in emergencies, employees will be given at least two (2) weeks' notice of any change to the meeting schedule.
- N. Paraprofessionals must comply with Department of Education regulations, which require them to hold a Paraprofessional II Certification. Paraprofessionals who are hired without certification must obtain such certification within ninety (90) calendar days from the date they begin work. Paraprofessionals who fail to secure or maintain Paraprofessional II Certification may be discharged without such action being subject to grievance or arbitration. An extension of time to obtain initial certification or renewal may be granted by the Superintendent in extenuating circumstances.
- O. The District will bear the cost of criminal background checks required of applicants for bargaining unit positions. If an applicant is required to pay a fee for fingerprinting, the District will reimburse the applicant upon satisfactory completion of the background check and commencement of employment. The District will also reimburse employees for the fee to renew professional certifications required for their position. Employees must present proof of payment of fees to the SAU in order to receive reimbursement.

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. Sick Days
 - 1) Employees will, at the beginning of the year, be granted-six (6) paid sick days at their applicable wage, all of which accrue on the first day of work for that school year.

Notwithstanding the foregoing, school year employees in their first school year of employment shall be granted one (1) sick day as of the first day they start work, then accrue up to five (5) additional sick days after their probationary period is completed at the rate of one per month for the next five (5) months. Sick days will be prorated according to the number of hours for which the employee is regularly scheduled.

- 2) Sick days are for use of the employee in the event of personal illness or illness of the employee's spouse, parent, stepparent, child, stepchild or grandchild. An employee may use partial sick days for medical appointments and to supplement worker's compensation benefits. Sick days must be used in increments of ¼ days. Employees may accumulate unused sick days, up to a maximum accumulation of forty-five (45) days. Accumulated days will not be paid at termination of employment. All accumulated sick days must be exhausted before an employee may apply for an unpaid medical leave of absence.
- 3) An employee may be required to submit a doctor's note for unscheduled absences of three (3) or more consecutive workdays. The Superintendent will inform the employee of the need for a doctor's note prior to returning to work.

C. Personal Days

- 1) Employees will be granted two (2) paid personal days each year which may be used for any personal matter for which other leave is not available. The employee must notify his/her supervisor at least two days in advance to use a personal day. Personal days must be used in increments of 1/2 days.
- 2) Personal days do not carry over from year to year, however, unused personal days at the end of the fiscal year will be converted to sick days, up to a maximum accumulation of thirty (30) days.
- 3) Personal days will be prorated according to the number of hours for which the employee is regularly scheduled.
- 4) Employees will not use personal days either immediately before or after paid holidays unless they have approval from their supervisor.

- D. 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:

School year employees will be granted seven (7) or eight (8) paid holidays per year as follows:

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
Memorial Day
Civil Rights Day

Labor Day

- E. Military Leave & Pay: Military leave of absence shall be granted by the Board in accordance with State and Federal statutes. In addition, 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.
- F. Juror/Court Leave: 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.
- G. Child Leave: The Board will grant child-rearing leave to employees in accordance with State and Federal statutes. 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.

Employees who are enrolled in state Paid Family and Medical Leave (PFML) insurance benefits may use accrued leave time to supplement PFML payments for the duration of their leave. All employees whose leave is covered by the Family and Medical Leave Act (FMLA) and related state statutes shall be permitted to use all available accrued leave concurrent with FMLA leave.

- H. Leave for Family Illness, Etc.: 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.
- I. Discretionary Leave: 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. All unpaid leaves must be submitted to and approved by the Supervisor.
- J. 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, Grandchild

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

- K. Crime Victim Leave: An employee who is a victim of a crime or is part of the immediate family of a homicide victim, or of the immediate family of a 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. Employees hired prior to July 1, 2024 will be placed on the wage schedule in accordance with the chart attached as Appendix D-1.
- B. Employees new to the District will be hired and placed on the wage schedule at the hiring rate set forth in the wage schedules based on their experience credit. 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:
- 1) Education: one (1) step per year of experience
 - 2) If relevant to the job responsibilities, the Superintendent may grant one (1) step for every year of child-related healthcare experience.
- C. Hourly employees will be paid every two (2) weeks based on the hours worked.
- D. Employees who are directed to substitute for a teacher for an entire school day shall be paid a stipend of \$80.00 in addition to their regular hourly wage. Employees who are directed to substitute for a teacher for at least one-half (1/2) of an entire school day shall be paid a stipend of \$40.00 in addition to their hourly wage. There shall be no proration of the stipend for assignments of less than one-half (1/2) day. Employees shall record their time in a substitute assignment on his/her timesheet for that week.

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 except during the summer when “days” shall mean business days.

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.
- 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, her or their requesting such representation.

- D. Time Limit: A grievance to be considered under this procedure must be initiated in writing within fifteen (15) school days of its occurrence or when the aggrieved party knew or 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 ten (10) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved party. Within ten (10) days following any such meeting the Principal shall give his, her or their 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 ten (10) 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 ten (10) days of any such meeting. If the grievance is not settled at this level, then within ten (10) days from receipt of the Superintendent's answer the grievance may be referred to the School Board under Level C.

LEVEL C: If the matter is referred to the School Board, then the School Board shall hold a hearing on the matter within fifteen (15) days from receipt of the grievance. The Board shall issue a written decision within fifteen (15) days of the hearing. If the grievance is not resolved at this level, the Association may refer the grievance to Arbitration at Level D.

LEVEL D: An arbitrator may be selected by mutual agreement of the parties. In the event that the parties fail to agree upon an arbitrator, an arbitrator shall be selected through the procedures set forth by the Public Employee Labor Relations Board.

The costs for the services of the arbitrator, including per diem costs, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

The best efforts of the arbitrator shall be used to arbitrate the grievance, but the arbitrator shall have no power or authority to add to, subtract from, alter, or modify any provision of this Agreement or any policy of the Board, unless the policy is specifically contrary to the provisions of this Agreement or applicable law.

The decision of the arbitrator shall be binding on both parties, except that either party may appeal said decision under the provisions of RSA 542, incorporated herein by reference.

- 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 be considered 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 (1st) 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 – NON-DISCRIMINATION

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, marital status, familial status, age, disability, sexual orientation, gender identity or membership and/or activity in the Association.

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. Each employee will be evaluated no later than seven (7) calendar days before the last day of school. The employee will be given a copy of the written evaluation report prepared by the evaluator.

The evaluation report will then be signed by the employee so that it may be 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. The employee may append a rebuttal to the evaluation within thirty (30) days of receipt of the evaluation report. If, however, the employee fails to attach the rebuttal or sign the form within thirty (30) calendar days, the supervisor will notate the original evaluation accordingly and forward to the SAU for inclusion in the personnel file of the employee.
- 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.

All in-house workshop opportunities will be posted in the staff break rooms and on a bulletin board near the front office of the 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 approved by their supervisor to attend a specific professional development activity will be paid at their respective regular hourly rate for hours spent in attendance at professional development activities (including in-service activities). These wages shall not be deducted from the \$3,000 annual fund set forth above.

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, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIII - ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

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 health and dental insurance plans for all members of the Collective Bargaining Unit.
- B. The Board will offer the insurance plan(s) described in Appendix A.
- C. To be eligible for District contribution towards the premium cost for health and dental insurance, an employee must be regularly scheduled to work at least thirty (30) hours per week during the school year. Employees working less than thirty (30) hours per week may elect coverage under the District's health and dental insurance plan at their own expense.
- D. The District will pay 85% of the premium for single coverage in the District's health insurance plan. An employee may elect two person or family coverage but will pay the difference between the District's share for the single plan and the premium for the selected plan. The employee's share of the premium will be made through payroll deductions over ten (10) months.
- E. 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 15th 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.
- F. The Board will provide long term disability insurance for all members who work a minimum of thirty (30) hours per week. The coverage will provide a monthly benefit equal to 60% of the employee's monthly wages, with an elimination period of one hundred and eighty (180) days.
- G. The Board will pay 90% of the premium for single coverage in the District's dental plan. An employee may elect two person or family coverage but will pay the difference between the District's share for the single plan and the premium for the selected plan. The employee's share of the premium will be made through payroll deductions over ten (10) months.

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 July 1, 2024 and shall continue and remain in full force and effect to and including June 30, 2027 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.

SIGNATURES:

IN WITNESS WHEREOF the parties have executed this Agreement on this 2nd day of May, 2024.

Winchester School Board

Winchester Support Staff
Association NEA, NH NEA

BY: Karen L. Quome
Chairperson Winchester School Board

BY: Kathy Wright 4/10/24
President Winchester Support Staff

APPENDIX A
INSURANCE

- A. The Board will offer eligible employees the ABSOS 20/40 \$1k deductible with RX 10/25/40 M10/40/70 plan or a plan with comparable benefits. The Board may choose to offer additional health insurance plans, provided it pays the same premium contributions as set forth in Article XV(D). Employees may choose from among the health insurance plans offered by the district in the annual open enrollment period.
- B. The Board will offer eligible employees the Delta Dental Plan 1A-NB FLX (\$1000/yr max). The Board may choose to offer additional dental insurance plans, provided it pays the same premium contributions as set forth in Article XV(G).
- 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 and dental 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 biweekly basis on payroll weeks, any funds which have been authorized and deducted through the last pay period.

I understand that annual dues are subject to periodic change by the governing bodies of the Associations.

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 and will take effect in the following pay period.

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 received by the School Board _____

Disposition of Board _____

Signature _____

Date _____

LEVEL D

Date referred to Arbitration _____

Disposition of Arbitrator _____

Signature _____

Date _____

APPENDIX D

2024-2025 WAGE SCHEDULE

STEP	PARA	FOOD SERVICE
1+2 = 1	\$15.50	\$14.50
	\$15.50	\$14.50
3+4 = 2	\$15.75	\$14.75
	\$15.75	\$14.75
5+6 = 3	\$16.00	\$15.00
	\$16.00	\$15.00
7+8 = 4	\$16.25	\$15.25
	\$16.25	\$15.25
5 = 5	\$16.50	\$15.50
6 = 6	\$16.75	\$15.75
7 = 7	\$17.00	\$16.00
8 = 8	\$17.25	\$16.25

2025-2026 WAGE SCHEDULE

STEP	PARA	FOOD SERVICE
1	\$16.25	\$15.25
2	\$16.50	\$15.50
3	\$16.75	\$15.75
4	\$17.00	\$16.00
5	\$17.25	\$16.25
6	\$17.50	\$16.50
7	\$17.75	\$16.75
8	\$18.00	\$17.00

2026-2027 WAGE SCHEDULE

STEP	PARA	FOOD SERVICE
1	\$17.00	\$16.00
2	\$17.25	\$16.25
3	\$17.50	\$16.50
4	\$17.75	\$16.75
5	\$18.00	\$17.00
6	\$18.25	\$17.25
7	\$18.50	\$17.50
8	\$18.75	\$17.75

WAGE SCALE DESCRIPTION:

Employees shall advance one step as of July 1st of each year of this Agreement.

Employees who have been at the top step of the Wage Scale for at least one year shall receive the following increases during this Agreement:

- Effective July 1, 2024 - \$1.00
- Effective July 1, 2025 - \$.75
- Effective July 1, 2026 - \$.75

APPENDIX D-1

Paraprofessionals Current Steps		Paraprofessionals New Steps 7/1/24	
1	\$ 12.85	1	\$ 15.50
2	\$ 13.10	1	\$ 15.50
3	\$ 13.35	2	\$ 15.75
4	\$ 13.60	2	\$ 15.75
5	\$ 13.85	3	\$ 16.00
6	\$ 14.10	3	\$ 16.00
7	\$ 14.35	4	\$ 16.25
8	\$ 14.60	4	\$ 16.25
9	\$ 14.85	5	\$ 16.50
10	\$ 15.10	6	\$ 16.75
11	\$ 15.35	7	\$ 17.00
12	\$ 15.60	8	\$ 17.25
OS			

Paraprofessionals who are on a step during the 2023-24 school year will be placed on the 2024-25 step in accordance with the above chart. Paraprofessionals who are off step during the 2023-24 school year will be placed on Step 8 on the 2024-25 wage scale except that any paraprofessional whose 2023-24 wage exceeds the 2024-25 Step 8 wage will remain off step and will receive the off step increase for 2024-25.

