AGREEMENT

BETWEEN

LACONIA SCHOOL DISTRICT

AND

LACONIA ASSOCIATION OF SUPPORT STAFF

July 1, 2013 – June 30, 2016

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AGREEMENT

Agreement entered into as of this 23rd day April, 2013, by and between the Laconia School District, hereinafter called the "District", and the Laconia Association of Support Staff, affiliated with the Laconia Education Association, NEA-New Hampshire and the National Education Association, hereinafter called the "Association".

ARTICLE I

PURPOSE AND INTENT

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

1.2 "Days" as used in this agreement shall mean Monday through Friday excluding holidays.

ARTICLE II

ASSOCIATION RECOGNITION

2.1 The District hereby recognizes the Association as the sole and exclusive representative of its employees (as defined below) for the purposes 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 Employees Labor Relations Board.

2.2 The term "employee" as used in this Agreement applies to all full time individuals occupying classifications of work covered by this Agreement, but excluding probationary employees, temporary employees and seasonal employees, and excluding administrative employees and supervisors as defined in RSA 273-A-8, and excluding all other employees.

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

ARTICLE III

MANAGEMENT RIGHTS

3.1.A Except as otherwise provided in this Agreement or as agreed to in writing between the parties, the determination of educational policy, the operation and management of the schools, and the control, supervision, and direction of the staff are vested exclusively in the District.

3.1.B It is further understood and agreed that the District has all those rights, powers, discretions and authorities which are vested in them by law including, but not limited to:

1.) Establish and introduce new or improved methods of work, equipment, procedures, facilities or new technologies, provided that any cost of such establishment or introduction be borne by the District.

2.) Determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto which is not in conflict with this Agreement.

3.) Discipline, suspend, demote or discharge an employee for just cause.

4.) Assign and distribute work.

5.) Determine the need for additional educational courses, training programs, on-the-job training and cross training, provided that any cost of such courses and training be borne by the District.

6.) Determine the mission, policies and standards of service offered to the public.

7.) Prepare, issue and enforce rules and safety regulations necessary for safe, orderly and efficient operations.

8.) Establish schedules of work.

9.) Assign work locations.

10.) Establish standards of work.

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

3.3 All personnel policies, regulations and similar statements of operating procedures which are in effect as of the final ratification of this contract by the Laconia City Council shall remain in full force and effect and shall be considered to be merged herein. Such

policies, regulations and statements may be amended by the District, consistent with their recognized rights, provided that they are not in conflict with the Agreement and with the understanding that this provision does not constitute a waiver of the Association's right to bargain over material changes in terms and conditions of employment which may result from such amendment, in accordance with RSA 273-A.

ARTICLE IV

ASSOCIATION ACTIVITIES

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

4.2 The Union shall have the right to call two meetings per year during the second or third shift lunch break (30 minutes) with permission from the Superintendent. The meeting shall last no longer than one hour and any lost time shall be made up during the same workweek with approval of the building principal. Any other meetings during working hours shall be at the sole discretion of the Superintendent.

4.3 The District recognizes the right of the Association to designate its President, or his/her designee, to handle such Association business as may from time-to-time be delegated to him/her by the Association.

4.4 The District will provide the Association with such non-confidential information is reasonably requested and is necessary to the Association in the development of

intelligent proposals or representing employees under the terms and conditions of the Master Agreement between the parties

4.5 Rights granted to the Association under this Article IV shall not, in the judgment of the District, be disruptive or injurious to the Laconia 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 District shall not be arbitrary or capricious.

ARTICLE V

NO STRIKE CLAUSE

5.1 The District and the Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means and without interruption of work. The Association 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 District agrees that there shall be no lockout.

ARTICLE VI

SENIORITY

6.1 The first ninety (90) days of employment shall be considered a trial period to permit the District to determine a new employee's fitness and adaptability for the work required, subject to extension by mutual agreement. The District may discharge any said new employee without discharge being subject to the Grievance and Arbitration Procedures of this Agreement.

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

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

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

A. Voluntary quit;

B. Discharge for just cause (as provided in Article VII of this Agreement);

C. Failure to notify the District of his/her intent to return to work within four (4) working days after notice of recall is given, reasonable exceptions to these time limits may be agreed to in cases of proven sickness or injury to the employee;

D. Absence for three (3) consecutive working days without reporting to the District, unless impossible to do so;

E. Failure to report for work at the end of a leave of absence or extension thereof;

F. Failure to respond to a recall from layoff or return to work due to any non-occupational connected illness or accident for a period of twelve (12) months, unless extended by mutual agreement for medical reasons.

6.5 The parties agree that work assignments by the District (including overtime) shall be made to qualified employees within their respective classification by building.

6.6 The parties recognize that promotional opportunity and job security in the event of promotion, decrease in force, and rehiring after layoff should increase in proportion to length of continuous service, and that in the administration of this Article, the intent will be that, whenever practicable, full consideration shall be given continuous service.

6.7 In promotions (except promotions to positions excluded under the definition of "employee" in Article II-Recognition), the following factors shall be considered.

A. Ability to perform the work
B. Physical fitness;
C. Continuous service.

However, when both factors (A) and (B) are relatively equal shall continuous service be a determining factor.

6.8 When decreasing forces or rehiring after layoffs, the following factors shall be considered.

A. Ability to perform the work;
B. Physical fitness;
C. Continuous service.

However, when both factors (A) and (B) are relatively equal shall continuous service be a determining factor.

6.9 Subject to the provisions of Section 6.8 of this Section VI employees will be recalled in reverse order in which they were laid off.

6.10 Ability to perform the work, as used in this Article VI, shall mean satisfactorily performance of the job in question, without assistance or additional training.

ARTICLE VII

DISCIPLINE AND DISCHARGE

7.1 An employee who has completed his 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. When an employee is inefficient, has excessive lost time or excessively poor workmanship, he/she may be

subject to appropriate discipline, including suspension without pay or discharge. In addition to any verbal warning, the Superintendent or his/her designee shall give at least one (1) written warning notice to the specific complaint against such employee with a copy of same to the Association, except that no warning need be given to any employee before he/she is discharged, if his/her discharge is for any of the causes listed in Section 7.3

7.3 While on duty, causes for immediate discharge include proven theft, proven intoxication and/or impaired by use of alcohol, being under the influence of illegal drugs, failure to report a district vehicle accident resulting in personal injury or property damage while operating such vehicle, recklessness resulting in a serious accident, insubordination or assault on a District official, incompetence or inefficiency, conviction of a felony, failure to perform assigned duties, failure to observe rules and regulations, and unauthorized absence from duty.

7.4 All suspensions and discharges must be stated in writing with reason, and a copy given to the employee and the Association at the time of suspension or discharge. Notice of appeal from discharge or suspension must be made to the Superintendent in writing within five (5) days from date of such notice. If the Superintendent and the Association are unable to agree as to a settlement of the case, then it may be appealed to the Grievance and Arbitration Procedures of this Agreement.

7.5 If an employer has reason to reprimand an employee, it shall be done in a professional manner and in private.

7.6 Upon discharge or quitting, the District shall pay all money due the employee on the payday following such termination of the employee.

7.7 The service record of an employee, disciplined under the provisions of this Article, shall be cleared after a period of one (1) year, if disciplined under Section 7.2.

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

7.9 Employees shall have access to their personnel files at reasonable times and upon reasonable request to the Superintendent or his/her designee.

7.10 No derogatory material concerning an employee's conduct, service, character or personality while on the job shall be placed in the employee's personnel file unless the employee has had the opportunity to read and initial such actual copy to be filed with the understanding that such signature signifies that the material has been read and in no way indicates agreement.

7.11 The employee shall have the right to make appropriate response(s) which will be filed with the original material and the reproduction of materials in the personnel file may be made by hand or copying.

ARTICLE VIII

GRIEVANCE AND ARBITRATION PROCEDURES

8.1 DEFINITION

A grievance, for the purpose of this Agreement, is a complaint against the District by an employee or group of employees with respect to the interpretation and/or application of a provision or provisions of this Agreement.

8.2 A grievance must be filed within one month of its occurrence, or when the employee should have known of its occurrence.

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

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

8.5 PROCEDURE

Step 1. Between the employee and the Facility Manager. The Facility Manager will give his answer within five (5) days. If no satisfactory settlement is reached at this Step, then within five (5) days of receipt of the Facility Manager's answer, the grievance shall be reduced to writing and submitted to Step 2.

Step 2. If the grievance is not settled at Step 1, the Association may, through its representative, appeal it by giving notice of such appeal to the Building Principal, or his/her designee, within five (5) days after receipt of the Step 1 answer. Discussion will take place between the Principal, or his/her designee, and the Association. The Principal, or his/her designee, will give his/her answer in writing within ten (10) days following the Step 2 meeting.

STEP 3. If the grievance is not settled at Step 2, the Association may, through its representative, appeal it by giving notice of such appeal to the Superintendent of Schools for the Laconia School District within five (5) days after receipt of the Step 2 answer. A hearing will take place between the Superintendent of Schools for Laconia and the Association. The Superintendent of Schools for Laconia will give his/her answer in writing within ten (10) days following the Step 3 meeting.

STEP 4. If the grievance is not settled at Step 3, the Association may appeal to the Laconia School Board within five (5) days of the Step 3 answer. A hearing will take

place between the Association and the Laconia School Board within one month of the request. The School Board will provide its answer in writing within ten (10)days following the conclusion of the hearing.

8.6 Grievances arising from actions by the Superintendent and/or School Board may be introduced at Step 2.

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

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

8.9 Either party shall have the right to refer the cause of action to an impartial arbitrator any differences concerning the interpretation and application of this Agreement which have not been satisfactorily adjusted by the Steps established in the Grievance Procedure.

8.10 The impartial arbitrator shall be appointed by mutual agreement of both parties, and if the parties are unable to agree within fifteen (15) days upon the selection of an impartial arbitrator, the dispute shall be referred to the American Arbitration Association for disposition under its voluntary labor arbitration rules and procedures.

8.11 The arbitrator shall have no power to add to or subtract from, or to modify, any of the terms of this Agreement or agreements made supplemental thereto.

8.12 The arbitrator shall render his/her award in writing within thirty (30) days (AAA rules) from the date of the final hearings covering the grievance(s) referred to him/her. His/her decision shall be advisory and shall not be binding upon the parties hereto.

8.13 The expense and salary incident to the service of the arbitrator shall be shared equally by the District and the Association.

8.14 Awards of the arbitrator may or may not be retroactive, as the equities of particular cases may demand. In any event, the decision of the Board shall, after full compliance with the provisions of this Article VIII, be final.

8.15 Subject to the provisions of RSA 273:A:11, I(a), an employee shall be given the right, upon notice to the appropriate supervisor, to have an Association representative present with respect to a grievance.

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

ARTICLE IX

HOURS OF WORK AND OVERTIME

9.1 The parties recognize that employees' daily and weekly schedules and assignments are based on the District's operating requirements and are subject to change.

9.2 Except as otherwise provided in this Agreement, nothing contained in this Article shall be construed as a guarantee of hours of work per day, or per week or days of work per week.

9.3 The normal work week shall be forty (40) hours per week scheduled in five (5) consecutive days--Monday through Friday--except that the District shall have the exclusive right to schedule employees for up to forty-four (44) hours per week when, in the sole and exclusive judgment of the District, it is required.

9.4 The normal daily work hours shall be eight (8), except as set forth in Section 9.3 of this Article IX. Meal periods may not exceed one-half (1/2) hour.

9.5 Reasonable overtime requirements may be an exception to the normal work day or work week up to four (4) hours in any one week. Time and one-half (1-1/2) shall be paid to eligible employees as follows:

1) a. Hours worked in excess of forty (40) hours in any one (1) week;

b. Hours worked in excess of eight (8) hours in any one (1) day.

2) Hours worked on any holiday classified as paid holiday under Article IV, shall be compensated at time and one-half in addition to holiday pay.

3) Hours paid for but not worked shall not be counted in determining overtime liabilities excluding hours paid for holidays and sick days, which fall within that week.

4) If the occasion arises wherein the custodian believes that overtime work will be needed, the employee shall attempt to contact management for overtime authorization. In the event that employees are unable to contact management they shall exercise reasonable judgment in the use of overtime but shall halt the work if so directed by management.

9.6 The District will, to the greatest degree possible, distribute overtime work as fairly as possible among the qualified employees within the affected building. For purposes of this Section 9.6, "qualified" means able to perform the work without assistance or additional training.

9.7 For purposes of this Agreement, "full-time employee" shall mean an employee who works employees shall be eligible for in excess of thirty (30) hours or more per week.

9.8 Full time vacations, holidays, and any other employee benefits set forth in this Agreement, shall be calculated on the basis of that employees regular work day.

9.9 Persons working on second or third shifts during the school year and taking vacation during the summer months shall be paid their second or third shift differentials in addition to their regular pay for the vacation period.

ARTICLE X
COMPENSATION

10.1 Effective July 1, 2011 the wage classification structure set forth in Appendix B will be implemented.

10.2 The District reserves the right to withhold part or all of any wage increases to which any employee may be entitled for just and sufficient cause. Just and sufficient cause shall include, but not be limited to, inefficiency, poor workmanship, excessive tardiness and excessive absenteeism.

10.3 When employees are required to use their personal auto for school business, then they shall be compensated at the district's rate per mile.

ARTICLE XI
HOLIDAYS

11.1 The District recognizes certain National and State Holidays and additional days which provide for a maximum of thirteen (13) paid holidays for any school year. The following thirteen (13) holidays are recognized:

New Years Day	Columbus Day
Civil Rights Day	Veterans Day
Memorial Day	Thanksgiving (3)
Independence Day (2) Labor Day	Christmas (2)

Up to two (2) floating holidays will apply when designated holidays do not equal thirteen (13)

11.2 The District 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.

11.3 Eligible employees covered by this Agreement shall receive holiday pay based upon their straight time earnings including shift differential.

11.4 Employees who are required to work on a recognized holiday shall be compensated at time and one-half and shall, in addition to any earnings for such work, receive holiday pay.

11.5 Whenever a holiday falls on a Sunday, it shall be observed on the following Monday. Whenever State and Federal observances are in conflict, the District shall determine which observance is applicable for purposes of this Article.

11.6 When a paid holiday occurs during an employee's vacation, he shall be paid for the holiday in addition to his vacation pay, or be granted an additional day in lieu of the holiday. Such time off shall be taken at a time when it will not conflict with schedules of the District.

11.7 Subject to the District's operating requirements, employees may take the Floating Holidays on any day of the week.

ARTICLE XII

LEAVES OF ABSENCE

12.1 Employees with three (3) years or more of continuous service may, upon prior written notice to the District, be granted a leave of absence for not more than one year for good cause such as, but not limited to, sickness, health, maternity and compelling or urgent personal reasons and such leave may be extended at the sole discretion of the School District.

12.2 Employees shall receive no salary while on 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.

12.3 Employees accepting employment or conducting a business outside of the School District during a leave of absence, or an extension of such leave, without prior mutual written consent of the employees and the District shall be subject to termination of employment by the District and to the loss thereby of all seniority rights.

12.4 The District shall provide to the Association a report of all employees on personal leave of absence, together with the dates of expiration of such leave.

12.5 The District will permit up to three (3) days absence with pay because of the death of an employee's father, mother, wife, husband, brother, sister, son, daughter, foster parent, foster child, step parent, step child, and grandparent, 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.

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

12.7 Military leave of absence shall be granted by the District in accordance with existing State and Federal statutes.

12.8 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 his/her pay for such Government service and the amount of earnings lost by him/her for reason of such service, based on the employee's regular daily rate.

12.9 Employees shall be granted one and one quarter (1 1/4) day per month, cumulative up to fifteen (15) in any one year, sick leave pay at their applicable pay rate. Employees shall be entitled to accumulation of sick leave up to a maximum of one hundred five (105) days.

12.10 An employee who has accumulated one hundred five (105) days sick leave as of April 1st may request the School District to purchase back one (1) day of sick leave for every four (4) days of sick leave not used in excess of eighty-five (85) days accumulated. The employee must notify the District in writing by April 1st that he/she elects to sell accumulated sick days pursuant to the provisions of this Section 12.10, and the District

shall pay for the purchased sick days within a reasonable time thereafter and not later than June 30th.

12.10A A Sick Leave Bank shall be created for the use of the Bargaining Unit under the following conditions:

1. A Sick Leave Bank is established and maintained by bargaining unit members donating one (1) day from their sick leave days, which that member is eligible for under the contract during the contributor's period, which shall be during October of each year. The School District will seed the bank in the initial year by contributing twenty (20) days of sick leave.
2. To become eligible for benefits from the Bank, the bargaining unit member must have:
    A. Exhausted all of his /her sick leave
    B. Contributed to the bank
    C. Provided medical evidence of disability

    No member may draw more than fifteen (15) days in any calendar year. Any exceptions to this rule would require a majority vote of the participants of the bank to do so.
3. Three members of the Association shall administer the Pool. The approved application will be provided to the Laconia School District Business Administrator listing the number of days requested and approved.

12.11 After three (3) days of absence, the employee must present a physician's statement. The immediate supervisor or District may request medical evidence from the District's physician whenever they feel it necessary or appropriate and the District shall pay the cost of any such examination. If the District does require an employee to take such an examination and its cost is not covered by medical insurance plan then in effect, then that cost of the basic office visit which is not covered shall be paid by the District. In requesting medical evidence under this section, the District will not act in an arbitrary or capricious fashion.

12.12 Leaves for any and all other reason(s), paid or not paid, shall be granted at the discretion of the District.

12.13 Sick leave shall be used for medical or dental appointments during normal working hours. Employees shall be charged in half-day (1/2) segments for any such action.

12. 14 All employees covered will receive during the months of September and February an update accounting of their sick days and the number of vacation days they have remaining.

ARTICLE XIII

VACATION

13.1 Persons starting July 1 or after will receive prorated vacation time for that year. Persons changing vacation entitlement category will receive prorated vacation time for that year based on employment anniversary date. Each permanent full-time employee covered by this Agreement shall be entitled to paid vacation benefits in accordance with the following schedule:

SERVICE	VACATION AND PAY *
Less than 12 months as of July 1	7 days
1 to 5 Years	12 days
6 to 10 Years	17 days
11 Years or more	22 days

* Any employee may take up to two vacation days during the school year to conduct personal business with only 24 hours notice to the school principal or designee.

13.2 Each permanent full time employee covered by this agreement shall be entitled to paid vacation benefits in accordance with the schedule above. Vacations will be scheduled on an individual basis during the vacation period. The District is under no obligation to provide work for employees entitled to no vacation. Senior employees shall have the preference in selecting the time they wish to take their vacation.

13.3 Vacation due to any vacation year must be taken during that year. Vacations will not be allowed to accumulate, except that, in those situations where an employee is prohibited from exercising his/her right to use all of his/her vacation benefits, he/she shall have an additional thirteen (13) weeks within which he/she shall be permitted to exercise that right.

13.4 Vacation pay shall be equal to the normal weekly straight time pay of the employee excluding shift differential as set forth in Article IX of this Agreement.

13.5 Employees will schedule their vacation (both in terms of date and duration) at times which do not conflict with the operational requirements of the District.

13.6 Upon discharge by the District, quitting by the employee or in the event of his death, earned vacation time and pay shall be included in all final wage payments. In the case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the named beneficiary or to the employee's estate.

13.7 Any employee who is laid off, dies or is retired, shall be entitled to vacation and vacation pay to the date any such action occurs, in accordance with the schedules and eligibility requirements contained in this Article.

13.8 Employees who provide a minimum of three (3) weeks' written notice prior to the start of a vacation shall receive, before the start of the vacation, the paycheck(s) for regular paydays which fall within the vacation period.

13.9 Up to five vacation days may be carried forward from the previous year. If these days are not used by the end of August they shall be lost.

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 schedule, shall be guaranteed, as a minimum, four (4) hours 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 District's failure to provide work is because an employee refuses available work or because of circumstances beyond the District's control. Any employee so reporting may be assigned to other work.

14.2 An employee who is called in to work outside of his/her regular schedule shall be guaranteed, as a minimum, four (4) hours straight time pay at his/her regular hourly rate except as provided in Article IX, Section 9.5 (A), of this Agreement.

14.3 In recognition of the difficulties imposed on the District through failure of employees to comply with work schedules an employee reporting late for work or absenting himself/herself from work without just cause, shall be subject to discipline in

accordance with the provisions of this Agreement. Employees shall, before starting time, or as early as practicable thereafter, give notice to the District whenever they are to either report late or absent themselves 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 should punch out when they are on lunch break. No employee shall record time for another employee. Violations of this Section 14.4 shall be subject to appropriate disciplinary action including discharge.

14.5 Employees assigned to work and/or completing their work away from their assigned building shall report their time to the District, but shall be exempt from the punching in and out requirements of this Article XIV.

ARTICLE XV

SAFETY CONDITIONS AND OCCUPATION INJURY

15.1 Employees shall immediately, no later than the end of their shift, report any and all unsafe or defective equipment. Such reports shall be made on forms supplied by the District. The employee shall retain a copy of any such report.

15.2 Employees shall be required to report immediately any accident and any physical injury sustained. In addition to reports required by law, employees shall file an accident report (on forms supplied by the District) at the end of their shift and shall turn in all available information including names and addresses of witnesses to the accident. Failure by any employee to comply with the provisions of this Section 15.2 shall be subject to appropriate disciplinary action, including discharge.

15.3 The District shall provide employees with Workers' Compensation, unemployment, and social security insurance, as required by State and Federal statutes. The District will make up the difference between workers' compensation payments and the employee's net pay from the employee's available sick leave account, and that account shall be reduced on a pro rata basis. The employee may halt such payments and deductions by written notice to the District. Employees' insurance benefits will be continued pursuant to the requirements of the collective bargaining agreement, but they shall not accrue any leave time during workers' compensation-covered absences.

15.4 The parties agree to maintain a safety committee per RSA 281 A-a The LASS shall appoint its representative.

15.5 If any employee is required by the District to wear a uniform, protective clothing or protective device, it shall be furnished to the employee by the District. The cost of maintaining the uniform or protective clothing and/or equipment in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the District. The determination for the application of this Section shall be made exclusively by the District.

15.6 Employees assigned as maintenance person(s) or Head Custodian(s) will be reimbursed for the purchase of up to two (2) pairs of coveralls or work pants in any one (1) year based upon the presentation of evidence of such purchase to the Facility Manager.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

16.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

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

16.4 The District agrees not to interfere with the right of employees to become members of the Association, and there shall be no discrimination, interference, restraint or coercion by the District representative against any employee activity in an official capacity on behalf of the Association consistent with this Agreement.

16.5 The Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit, whether or not they are members of the Association.

16.6 The names of employees selected as local officers and the names of other Association representatives who may represent employees shall be certified in writing to the District by the Association.

16.7 The District will comply with all state and Federal statues affecting employees covered by this Agreement.

16.8 Any agreement reached shall be reduced to writing and signed by the District and the Association. Any agreement reached, which requires the expenditure of additional public funds for its implementation, shall not be binding upon the District unless the necessary appropriations have been made by the Laconia City Council. The District shall make a good faith effort to secure the funds necessary to implement said Agreement.

16.9 Copies of this Agreement shall be printed at the expense of the District within thirty (30) days after this Agreement is signed and be distributed to all employees now employed or hereafter employed and/or considered for employment. An additional ten (10) copies shall be sent to the Association.

16.10 All vacancies to be filled and new jobs created must be posted for three (3) working days in each school's custodial room to allow employees the opportunity to apply for such jobs. Job posting shall include job name, requirements, job location, shift, shift differentials and person to apply to for the job opening. Employees shall be given preference when filling new jobs or vacancies. In any event, the Superintendent or in the Superintendent's absence, the Facility Manager, shall make the final determination and such action shall not be subject to the grievance and arbitration procedures of this Agreement. In making judgments under this Section, the Superintendent or Facility Manager shall not act in an arbitrary or capricious fashion.

16.11 The District will pay for course reimbursement to members of the bargaining unit for courses which are approved by the Superintendent, or the Superintendent's designee, subject to the following criteria: course content; availability of funds; timeliness of the request; length of time since any such member received reimbursement under this Section 16.12; and seniority. The Superintendent, or the Superintendent's designee, shall have the sole and exclusive judgment under the provisions of this Section 16.12 and said judgment shall not be subject to the Grievance Procedures of this Agreement. Payment under this Section 16.12 shall require documentation of satisfactory completion.

16.12 Employees may, during non-duty hours, take adult education courses offered by the District on a space available basis at no cost. In addition, employees may during duty hours take adult education courses approved by the Superintendent or the Superintendent's designee subject to the following criteria: approval of the Facility Manager, course content, availability of space, timeliness of request, length of time since any such employees attended such a course, and seniority. The Superintendent or the Superintendent's designee shall have the sole and exclusive judgment under the provisions of this section and such decision shall not be subject to the grievance procedures of this Agreement.

16.13 The District shall notify upon hiring new or former employee now covered by the Agreement the Association in writing as to the name of the employee, date of hire, classification, job assignment, and placement on the salary scale.

ARTICLE XVII

INSURANCE

17.1 The District agrees to maintain in effect an insurance plan for employees covered by this Agreement so long as they remain on the Laconia School District payroll. See Appendix C attached hereto. Any employee who retires between the ages of 62 to 65 with a minimum of 15 years continuous service in the District shall be entitled to district paid single person health insurance coverage.

17.2 Subject to the provisions of Paragraph 4 of Appendix C, the District will not itself pay the insurance benefits but will obtain policies or contracts from insurance companies who will administer said benefits.

17.3 Should any Federal or State legislation become effective during the term of this Agreement providing benefits paralleling any of those referred to above and imposing the cost thereof on the Laconia School District, the disposition hereunder shall be subject to negotiations and to the grievance procedures of this Agreement.

17.4 Except as provided in Paragraph 4 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 District in any such matter.

ARTICLE XVIII

DUES DEDUCTIONS

18.1 The District agrees, under and subject to the following terms and conditions of this Article; to deduct each month (on the second regular wage payment date of the District for such month) from the wages payable on such wage payment date to any employee who authorizes the District to do so through a signed authorization and assignment card in the form set forth in Appendix A attached, (hereto) Association regular monthly dues and initiation fees. The District shall, as promptly as is practical, remit all sums so deducted to such authorized Association official as may be designated by the Association. The required authorization and assignment card must be filed with the District at least two (2) weeks prior to the first deduction made hereunder. An authorization and assignment card, signed by the employee, shall be deemed automatically suspended upon such employee's quitting the employ of the District, being discharged, being transferred to a job classification for which the Association is not hereby recognized as the exclusive bargaining agent, or within sixty (60) days of the expiration of the terms and conditions of this Agreement, as long as sixty (60) days prior notice is given in writing. Notwithstanding anything to the contrary which may appear in said authorization card, the District's obligation hereunder does not extend to the deduction of assessments from any employee's wages.

18.2 The Association shall indemnify and save the District 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 District in reliance upon written statements by Association representative or by reason of any action taken by the District for the purpose of complying with this Article.

ARTICLE XIX

NOTICES UNDER AGREEMENT

19.1 Whenever written notice to the District is provided for in this Agreement, such notice shall be addressed to the Superintendent of Schools, Laconia School District, 39 Harvard Street, Laconia, NH 03246.

19.2 Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the President, Laconia Association of Support Staff, at his/her then current address.

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

19.4 The Association shall be supplied with all current District policies and directives.

19.5 The District will inform the Association with respect to non-instructional proposals for the adoption or amendment of school policy. Any response by the Association shall be received within ten (10) days. This shall not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE XX

FINAL RESOLUTION

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

ARTICLE XXI

DURATION OF AGREEMENT

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

ARTICLE XXII

EVALUATIONS

22.1 If the District elects to implement an evaluation program, all employees shall receive a formal evaluation report at least once each year. The evaluation(s) shall be completed by an anniversary date to be established by the District, and at least annually thereafter. All monitoring and/or observation of the work performed by the employee shall be conducted openly and so far as possible with full knowledge of the employee. The formal report(s) shall be presented to the employee after the evaluation is completed. A conference with the evaluator within five (5) days after the presentation of the evaluation to the employee shall be made available to the employee. Employees shall not be forced to sign a blank or incomplete evaluation form. The completed evaluation report shall be signed by the evaluator and the employee, and become a part of the personnel record. Signature of the employee signifies that the material has been read and is to be filed. It does not necessarily indicate agreement with the content, nor does the refusal to sign prevent the materials from being placed and remaining in the file. An employee may attach comments to the evaluation report.

APPENDIX A

DUES DEDUCTION AUTHORIZATION

BY_____
Last Name First Name Middle Name

TO_____
Name of Employer Department

Effective _____, I hereby request and authorize you to deduct from my earning each _____ an amount sufficient to provide for the regular payment of the current rate of monthly Association dues established by the Laconia Association of Support Staff. The amount shall be certified by the Laconia Association of Support Staff and any change shall be certified. The amount deducted shall be paid to the Treasurer of the Laconia Association of Support Staff. This authorization shall remain in effect unless terminated by me in accordance with the provisions of Article XVIII of this Agreement.

_____
Signature

_____
Address

_____
City, State and Zip Code

APPENDIX B

WAGE COMPENSATION PLAN

Classifications

I. Custodian (one who is supervised by a facility manager or an assistant facility manager).

II. Head Custodian II (in charge of buildings, the grounds, and all other duties in a particular shift. Supervises more than two (2) and less then four (4) custodians, including self); or

Shift Foreman (same responsibilities as Head Custodian II, but not the global responsibilities of buildings and grounds. Supervises more than two (2) and less than six (6) custodians, including self.

III. Head Custodian I (in charge of buildings, the grounds, and all other duties on a particular shift. Supervises (4) four or more custodians, including self.

V. Maintenance Personnel.

V. Lead Maintenance Man.

*Lead Maintenance personnel will receive a .25 per hour differential in addition to their proper step on Classification IV.

See Attached Wage Guide for Custodian only

Placement on Schedule

B.1. Employees shall be compensated commensurate with their classification and years of experience.

B.2. Employees changing classifications shall transfer to the new classification and be compensated commensurate to their years of experience and equal to that of other employees in the same classification.

Building Security Checks

B.3. Employees assigned to perform building security checks shall, in addition to their regular pay (and for as long as they are assigned to such added duty) receive the following extra pay:

B.4 Employees assigned to check buildings and boilers, during certain hours and days (Saturday, Sunday, holidays) will be paid at time and a half for the approximate one hour. Employees assigned to check buildings and boilers on Thanksgiving, Christmas, and New Years shall be paid four hours at regular time.

Shift Differentials

B.5. Second shift hourly differentials shall be as follows:

Seventy Cents (.70)

B.6. Third shift hourly differentials shall be as follows:

Eighty-five Cents (.85)

B.7 Shift differential shall be in effect from the first day of school until the last day in each school year.

Longevity Payment

Bargaining unit members hired after July 1, 2004 will no longer be eligible for longevity benefits. Those members hired in 2003-2004 school year and earlier, shall be entitled to longevity benefits in accordance with the present benefit schedule.

The year after a Custodian reaches Step 14 and has 10 years of consecutive service to the Laconia School District the following longevity payment will be awarded:.

$300.00 longevity payment

The second year after a Custodian reaches Step 14 and has 11 years of consecutive service to the Laconia School District the following longevity payment will be awarded:

$550.00 longevity payment

The third year after a Custodian reaches Step 14 and has 12 years of consecutive service to the Laconia School District the following longevity payment will be awarded:

$650.00 longevity payment

An employee who meets the criteria above as of December 1st will receive the payment awarded in a lump sum to be paid the payroll before Christmas break.

WAGE SCHEDULE

	13-14	14-15	15-16
Step	Class I	Class I	Class I
1	10.45	10.66	10.87
2	10.80	11.03	11.25
3	11.17	11.41	11.63
4	11.52	11.78	12.01
5	11.89	12.15	12.39
6	12.23	12.52	12.77
7	12.60	12.90	13.16
8	12.97	13.27	13.54
9	13.33	13.64	13.92
10	13.69	14.02	14.30
11	14.05	14.39	14.68
12	14.41	14.76	15.06
13	14.77	15.14	15.44
14	15.13	15.51	15.82
15	15.62	15.88	16.20
16	16.11	16.25	16.58
17		16.63	16.96
18			17.34

APPENDIX C
INSURANCE

C.1 The District shall provide SchoolCare Consumer Driven Health Plan (CDHP) with $1,250 individual/$2,500 2-person and family deductible; then 20% coinsurance to $2,000 individual/$4,000 2-person and family out of pocket maximum. The CDHP prescription benefit is subject to the above deductible and 10% coinsurance to the out of pocket maximum; not to exceed $75 per Rx after the deductible is met. Enrolled employees who complete a Health Risk Assessment within 30 day prior to, but no later than 30 days after the enrollment effective will have a Choice Fund Health Reimbursement Arrangement (HRA) in the amount of $1,000 individual / $2,000 2-person or family to offset the deductible.

C.2 Full time school year employees hired after June 30, 2013 will be eligible for single health insurance coverage paid for by the school district. They may elect coverage for spouse and dependent family members at the employees expense. Year round employees shall be eligible for Single, Two Person or Family coverage at the school districts expense. Full time school year employees hired before July 1, 2013 shall continue to be eligible for 2 person or family coverage at no cost to the employee.

C.3 In order to be eligible for benefits or contributions set forth herein, an employee must enroll as a member of one of the selections under provisions of 12.2

C.4 The parties acknowledge at this time that the District provides, under the current Master Contract, to Association members SchoolCare insurance coverage, hereinafter medical insurance. The parties agree to continue SchoolCare medical insurance. Nevertheless, the Association acknowledges that it is in the interest of the District, which represents the citizens of Laconia, to obtain, if available, equivalent medical insurance for Association members at the least possible cost. To this end the Association agrees that the District shall have the right to change medical insurance on the express condition that any new medical insurance coverage provided by any substitute insurance provider shall provide equivalent or broader medical insurance coverage as to all material elements that are provided than is presently provided by SchoolCare.

C.5 Full time members of the bargaining unit who provide proof of insurance from another source and do not participate in the health insurance program shall receive Three thousand two hundred dollars ($3,200) which is taxable income, and will be paid in twenty (20) equal payments of one hundred sixty dollars ($160.00) each, beginning with the first pay period in September.

C.6 The health insurance buy back will be pro-rated for:

A. Employees opting for the buy-out for less than the full benefit year, in accordance with the health insurance carrier's provisions; or
B. New employees hired for less than a full contract.

Members of the bargaining unit participating in this provision may re-enter the program provided a qualifying event specified by the health insurance carrier is satisfied or during open enrollment as defined by the carrier.

C.7 Pre-Tax Contributions: IRS Section 125 Flexible Spending Accounts will be made available to bargaining unit members for pretax deductions authorized by the employee for:

a. Childcare
b. Medical Expenses not covered by insurance.
c. Dental expenses not covered by insurance.
d. Vision care not covered by insurance.

Employees will receive the following contributions into the Flex spending account based on their eligibility and selection of single, two person or family coverage in 12.2 as of September 1st;

July 1 2013 to June 30 2014 Single coverage will receive $ 500. Two person coverage will receive $ 900. Family coverage will receive $1,300.

July 1 2014 to June 30 2015 Single coverage no payment. Two person coverage will receive $200. Family coverage will receive $600.

July 1, 2015 and thereafter only employee contributions will be made into the Flex-Spending accounts.

C.8 Statement: I have coverage for health insurance from another source and therefore I wish to forfeit the health insurance benefit for the Laconia School District employees, and opt for 20 equal payments of $160 for a total of $3,200. I understand that this $3200 is taxable income.

Further, I understand that reinstatement of the health insurance benefit will require that a qualifying event specified by the health insurance carrier is satisfied. Re-entry for any reason other than a qualifying event specified by the insurance carrier can only take place in July.

_____Signature _____Date

IN WITNESS WHEREOF, the parties have executed this Agreement on this

20TH DAY OF MAY 2013, as of the date and year first written above.

LACONIA SCHOOL DISTRICT

BY _____

Chairperson

LACONIA ASSOCIATION OF SUPPORT STAFF

BY _____

President

DATE 5-20-13