

Agreement

Between

Laconia School District

and the

Educational Assistants of Laconia

July 1, 2013 – June 30, 2016

TABLE OF CONTENTS

Agreement	1
Definitions	1
Article I Recognition	
1.1 Positions Covered	2
1.2 Employees Defined.....	2
1.3 Definitions of Employment	2
1.3A 12 month	2
1.3B 10 month	2
1.3C Part Time	2
1.3D Temporary.....	2
1.4 Benefits.....	3
Article II Delegation of Authority	
2.1 Delegation of Authority.....	3
Article III Successor Agreement	
3.1 Successor Agreement Time	3
3.2 Negotiating Committees	4
3.3 Information	4
3.4 Impasse	4
3.5 Mediation	4
3.6 Funding.....	4
3.7 Filing of Contract.....	4
3.8 Failure to Fund.....	5
Article IV Union Rights	
4.1 Meetings (Union).....	5
4.2 Notices to Members.....	5
4.3 Dues	5
4.4 Exclusive Representation.....	6
4.5 Union Activity	6
4.6 Conference Days.....	6
Article V Management Rights	
5.1	6
5.2	7

Article VI Strikes and Labor Actions

6.1 Strikes & Labor Actions7

Article VII Personnel Matters

7.1 Evaluations7
7.1A7
7.1B Evaluations Frequency.....8
7.2 Discipline and Discharge.....8
7.2A Standard8
7.2B Disciplinary Procedures.....8
7.2C Temporary and/or Probationary Employees8
7.3 Personnel File Access8
7.4 Job Reclassification9
7.5 Anniversary Date9
7.6 Substituting.....9

Article VIII Conditions of Employment

8.1 Overtime Requests.....9
8.2 Lunch Period.....10
8.3 Vacancies10
8.4 New Hires10
8.5 Calendar Suggestions.....10
8.6 Promotions, Demotions, Transfers, Layoffs.....10
8.7 Continuous Service.....11
8.8 Snow Days/Inclement Weather11
8.8A Snow Days11
8.8B Early Dismissal.....11
8.8C Delayed Opening11
8.9 Retirement System.....11
8.10 Inservice Days12
8.10A12
8.11 Recertification.....12
8.11A12
8.11.B.....12
8.11C.....12
8.12 Staff Development.....12
8.12A12
8.12B.....12
8.12C.....13
8.12D13
8.13 Professional/Training Days13
8.13A13
8.13B.....13
8.13C.....13

8.14	Early Retirement.....	13
	8.14A	13
	8.14B.....	13
	8.14C.....	14
	8.14D Definitions	14
	8.14E.....	14
8.15	Conditions of Employment – Hours	14
Article IX	Rates of Pay	
9.1	Wage Schedule	15
9.2	Extra Service Credit.....	15
9.3	Placement Within Schedule.....	15
9.4	Pay Period.....	15
9.5	Stipends for Education/Degree/Speech/Certification.....	15
Article X	Grievance Procedure	
10.1	Definition.....	16
10.2	Purpose of Process.....	16
10.3	Representation in Process.....	16
10.4	Grievance Content & Process.....	16
10.5	Time Periods.....	17
10.6	General Grievance	17
10.7	Effect of Time Limitation.....	17
10.8	Failure of District to Act.....	18
10.9	Freedom from Restraint.....	18
10.10	Arbitration Expense.....	18
Article XI	Leaves of Absence	
11.1	Leave General Statement.....	18
11.2	Sick Leave and Sick Leave Bank	18
	11.2A	18
	11.2B.....	19
11.3	Personal Leave.....	20
11.4	Jury Leave.....	20
11.5	Military Reserve Leave.....	20
11.6	Bereavement Leave	20
11.7	Other Leaves	21
11.8	Family Medical Leave	21
11.9	Child Care Leave	21
Article XII	Insurance	
12.1	Medical Insurance.....	22
12.2	Declination of Insurance.....	22
12.3	Alternative Plans.....	22

Article XIII	Misc. Provisions	
13.1	Voiding of Provisions	24
13.2	Copies of Agreement	24
Article XIV	Notice Under Agreement	
14.1	Notice to District.....	24
14.2	Notice to Union.....	24
Article XV	Vacation and Holidays	
15.1	Vacation Leave	25
15.2	Holidays.....	25
Article XVI	Duration	
16.1	Duration	26
Appendix A	Wage Schedule	27
Appendix B	Employment Classification Notice	29

AGREEMENT

This Agreement entered into this 23rd day of April, 2013, by and between the Laconia School District, hereinafter called the “District,” and the Educational Assistants of Laconia, affiliated with NEA-New Hampshire and the National Education Association, hereinafter called the “Union.” Except as otherwise provided herein, the parties agree to negotiate subject to the provisions of RSA 273-A.

DEFINITIONS

SCHOOL: The term “School,” as used in this Agreement, means any work location or functional division maintained by the Board where instruction, as required by the State, is offered to the children enrolled in the Laconia School District.

EMPLOYEE: The term “Employee,” as used in this Agreement, means a person employed by the District as defined in Article I, Section 1, of this Agreement:

EMPLOYEE REPRESENTATIVE: The term “Employee Representative,” as used in the Agreement, means any designated Union Representative.

PERSON: The term “Person,” as used in the Agreement, means a person employed by the District as defined in Article 1.1 and includes the plural. Any reference to male also includes female.

EDUCATIONAL ASSISTANT: The term “Educational Assistant,” as used in this Agreement, refers to Individual Educational Plan assistants, classroom assistants, and library assistants.

DAYS: The term “days” as used in the Agreement, means work days except during the summer months when “days” shall be Mondays through Fridays excluding holidays.

ARTICLE I
RECOGNITION

1.1 Positions Covered

For the purpose of collective negotiations, the District recognizes the Union as the exclusive representative of all bargaining unit employees employed by the Laconia School District. The term "Employee" shall include any individual employed by the District who is classified as a clerical, secretary, or classroom assistant, but excluding superintendent, assistant superintendent, business administrator, principal, assistant principal, teacher, custodial, maintenance personnel, childcare manager, and interpreter tutors.

1.2 "Employee"-Further Definition

Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to employees represented by the Union in the negotiating unit as defined in Section 1 of this Article. Any reference to female employees shall include male employees.

1.3 Definitions of Employment:

- 1.3A 12 Month Employment in an established position for thirty (30) hours or more per normal work week and fifty-two (52) weeks per fiscal year (July 1 – June 30).
- 1.3B 10 Month (school year) Employment in an established position for thirty (30) hours or more per normal work week and not less than one hundred eighty (180) work days (Educational Assistants, Assistant Teachers) or one hundred ninety (190) work days (Secretaries, Clerks).
- 1.3C Part-Time Employment in an established position requiring less than thirty (30) hours per normal work week regardless of the work year.
- 1.3D Temporary Employment. Employment in an established position which continues for no

more than ninety (90) consecutive work days. In the event that a temporary employee's employment continues beyond ninety (90) consecutive work days, then, commencing with the ninety-first (91) work day, the employee shall be accorded the privileges and benefits of this Agreement retroactive to the initial date of hire. One on one assistants shall be members of the bargaining unit and shall not be considered temporary employees, unless the job assignment is for sixty (60) days or less.

1.4 **Benefits**

Benefits will be paid to full time bargaining unit employees, that is to those employees who work thirty (30) hours or more per week. Benefits will include, but are not limited to, vacations, health insurance, paid holidays, sick days, etc.

ARTICLE II

DELEGATION OF AUTHORITY

2.1 **Delegation of Authority**

The parties understand that the Board and the Superintendent may not lawfully delegate powers, discretion, and authority which by law are vested in them, except as specifically set forth herein. This Agreement shall not constitute a waiver of such powers, discretion, and authority.

ARTICLE III

PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

3.1 **Time**

On or about October first (1) of the prior year in which this Agreement is subject to re-negotiation, either party may serve notice of its desire to modify the terms and conditions of this Agreement.

3.2 Authority of Negotiating Committees

The Negotiating Committee of the District and the Negotiating Committee of the Union shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Union covered by this Agreement.

3.3 Providing of Information

The Union may request non-confidential information from the Superintendent of Schools or School Board. Non-confidential/confidential information shall be determined in accordance with RSA 91-A.

3.4 Impasse

If, after discussion of all negotiable matters proposed by either party, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, either party may request assistance from the New Hampshire Public Employee Labor Relations Board (PELRB) in accordance with New Hampshire law.

3.5 Expense of Mediation

The costs for the services of mediators and/or fact finders, including per diem expenses, if any, will be shared equally by the District and the Union.

3.6 Funding

Any agreement reached shall be reduced to writing and signed by the District and Union. The District shall make a good faith effort to secure the funds necessary to implement said agreements as per RSA 273:A:5(e)

3.7 Filing of Contract

A copy of any agreement reached hereunder will be filed with the PELRB in accordance with New Hampshire law.

3.8 Failure to Fund

If the monies to fund the economic provisions of this Agreement are not approved by the Laconia City Council, either party may reopen negotiation on all or part of the entire agreement. The School District shall make disclosure of the cost items of any multi-year contract in accordance with the dictates of "Appeal of Sanborn Regional School District, 133 NH 513, 1990," and other applicable court decisions.

ARTICLE IV

UNION RIGHTS

4.1 Meetings

4.1A The Union will have the right to use school buildings for meetings at reasonable times without cost. Such meetings shall not occur during normal working hours. Request for the use of the building will be made to the Principal 48 hours in advance.

4.1B The Association will upon request be given a place on the agenda of the initial in-service program for all bargaining unit members.

4.2 Notices to Members

The Union will have the right to post notices on its activities and matters of employee interest in employee work locations, and shall have use of the employee mail box system.

4.3 Union Dues

Upon notification by an employee, the District will deduct Union dues and forward such deduction to the Union's Treasurer or the Union's designee. The Association shall indemnify and hold the School District harmless against any claims, suits or other forms of liability, that may arise out of or by reason of any action(s) taken or not taken by the School District, for the purpose of deducting Association dues.

4.4 Exclusive of Representation

As long as the Educational Assistants of Laconia is certified as the representative of these Laconia employees pursuant to RSA 273-A, the rights and privileges set forth in this Agreement shall not be granted to any other bargaining agent.

4.5 Restrictions on Union Activity

The Association agrees for itself and its members that there shall be no solicitation of employees for any purpose and no transaction of any Association business during paid working hours.

4.6 Conference Days

Employees who serve as officers or delegates of the Union shall be entitled to an aggregate total of six (6) paid leave days for the purpose of attending NEA-NH's annual Delegates' Assembly, Leadership Conference, and/or the NEA Representative Assembly.

ARTICLE V

MANAGEMENT RIGHTS

- 5.1 The District reserves to itself full jurisdiction, authority, and power over matters of policy and retains the rights vested in them by law to direct and manage all activities of the School District and its employees; assign and direct the work of their employees; hire, layoff, promote, transfer, assign, and retain employees in positions with the School District, suspend, demote, discharge, or take any other disciplinary action against the employees; to adopt rules or regulations on any and all matters not excluded by RSA 273-A, provided said rule or regulation does not conflict with or violate any of the terms of the Agreement; maintain and direct the efficiency of government operations; relieve employees from duties after due process; take actions as may be necessary to carry out the mission of the District in emergencies; and determine the methods, means and personnel by which operations are to be conducted, all subject to the grievance procedure.

5.2 All personnel policies, regulations, and similar statements of operating procedure 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 merged herein. Such policies, regulations, and statements may be amended by the District, consistent 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 VI

STRIKES AND LABOR ACTIONS

6.1 Strikes and Labor Actions

The union agrees that it shall comply with the provisions of RSA 273-A:13”

ARTICLE VII

PERSONNEL MATTERS

7.1 Employee Evaluations

7.1A The purpose of evaluating support personnel is to: (a) improve their performance: and (b) provide a written record of their efficiency for purposes of promotion, demotion, transfer or discharge. All personnel so evaluated may attach to their evaluation any written statement they see as appropriate. This statement will be placed in the employee's file and attached to the evaluation that it refers to.

7.1B Frequency of Evaluation

All bargaining unit members will be evaluated in writing at least once per year. The evaluation must be completed by May 1st. A conference will then be held to discuss the evaluation. The evaluation will be given to the para-educator within 15 days of the last observation. Any time during the school year if the supervisor or administrator notes an unsatisfactory performance by a bargaining unit member then the person must be informed verbally or in writing with the opportunity to conference with supervisor or administrator to discuss the performance and for the evaluator to offer suggestions for improvements.

7.2 Discipline and Discharge

7.2A Standard: The parties agree that the District may discipline or discharge members of the bargaining unit for cause, which shall be defined as unsatisfactory performance or misconduct as determined by the District. Such unsatisfactory performance or misconduct may include, but shall not necessarily be limited to, violation of District policy, rules, or regulations. The term “discharge” shall not include termination of employment directly caused by reduction of the work force for bona fide financial, regular, or other appropriate reasons.

7.2B Disciplinary Procedures: Disciplinary action will be for cause, as defined above, and will be applied after considering the severity of the offense and the disciplinary and performance record of the employee. Appropriate disciplinary actions may include, but are not limited to, oral warning, written warning, suspension (with or without pay) and discharge.

7.2C Temporary and/or probationary employees shall not be entitled to the utilization of the grievance process in reference to disciplinary or termination matters.

7.3 Personnel File Access

Each employee shall be entitled to access his/her personnel file at any time following a 24 hour notice to the Superintendent or his designee. The employee may, if he wishes, have a representative of the Union accompany him during such review.

7.4 Job Reclassification

Job reclassification is by application only. Application should be made through the Principal's office to the Superintendent and must be endorsed by the Principal.

7.5 Anniversary Date

All service anniversaries will be observed on July 1st, for purposes of salary advancement. However, employees hired after April 1st of any year will remain at their initial starting step until July 1st of the following calendar year.

7.6 Substituting

Employees who substitute or who are assigned to substitute for a teaching position for a full day or more shall receive either the District substitute pay rate or their straight hourly rate, whichever is more.

ARTICLE VIII

CONDITIONS OF EMPLOYMENT

8.1 Overtime Requests

All requests for work in excess of thirty-five (35) hours (and in excess of forty (40) hours for forty (40) hour per week employees) must be approved by the Superintendent or his/her designee in advance and reported on the regular time sheet. Overtime rates only apply after forty (40) hours of work in one week. Hours worked in excess of an employee's regular shift but less than eight (8) hours per day or forty (40) hours per week shall be compensated at the employee's regular rate of pay. In the event an employee is required to work a holiday, as defined in Article 15.2, payment for all hours worked shall be at one and one-half (1 1/2) times the employee's regular rate of pay. In the event that the employer offers compensatory time off in lieu of overtime payment, the choice of using compensatory time or overtime pay will be offered to the employee at the rate of time and one-half.

8.2 Lunch Period

Each employee shall have an unpaid, uninterrupted, duty-free lunch, the duration to be equal to the student lunch time at the High School and thirty (30) minutes at the Elementary and Middle School levels.

8.3 Vacancies

Vacancies shall be posted for a minimum of five (5) days with a copy of notice sent to the President of the Association. In the event of an emergency, the five (5) day posting period may be waived or shortened with the agreement of the union.

8.4 New Hires

New hires will be given a sixty (60) working day probationary period, during which time they shall not be covered by this Agreement for the purposes of discipline or discharge.

8.5 Calendar Suggestions

The union agrees to submit to the Board, for its consideration, suggestions for the school calendar on or before November fifteenth (15) of the preceding year. The Board shall have the right to establish the school calendar and to make appropriate changes at any time. Such actions by the Board shall not be subject to the grievance procedures of this Agreement.

8.6 Promotions, Demotions, Transfers and Layoffs

Performance will be the major consideration for all job promotions and transfers, with seniority being the determining factor when two or more employees are considered equally qualified.

Seniority will be determined by the date of hire for the last period of continuous employment service.

Past performance will be the determining factor considered in demotions, transfer and layoffs caused by job elimination or force reduction. Prior service credit may be granted upon employment for similar work. Certified personnel will only receive prior service credit for experience in positions where certification was required. Prior service with SAU Thirty will count towards vacation time allowed.

8.7 Continuous Service: Uninterrupted employment while classified as an employee.

Continuous Service is broken by the following:

1. Termination of employment.
2. Resignation by the employee.

8.8 Snowdays/Inclement Weather

8.8A Snow Days: Secretaries and clerks will be expected to report for duty on snow days.

Personnel not required to work by the principal shall not report, nor will they be paid. Secretaries and clerks will be paid for the entire day if they are able to report for work no later than 10:00 a.m. If the offices are closed during the afternoon of a snow day, all secretaries and clerks arriving on or before 10:00 a.m. will be paid as if they remained on duty until the end of the regular work day. Secretaries and clerks who arrive after 10:00 a.m. will only be paid for the hours they actually worked that day. Secretaries and clerks wishing to use a vacation day may do so on snow days.

8.8B Early dismissal due to inclement weather: Educational Assistants will be expected to work until one-half hour after student dismissal time. Secretaries and clerks will remain on duty at the discretion of the building principal

8.8C Delayed Opening/Early Release: All employees covered by this contract shall receive pay for a regular day (full day) on delayed opening and early release days.

8.9 Retirement System

Employees who meet the minimum qualifications for membership in the NHRS shall be enrolled in the NHRS. The District and employee will make contributions to the appropriate retirement system as established by law. The retirement plan shall be administered in accordance with the New Hampshire Retirement System (NHRS).

8.10 Inservice Days

All educational assistants shall be required to attend and shall be paid for a full day for all early release inservice days. Additionally, all educational assistants shall be required to attend and shall be paid for four (4) non-early release inservice days annually. The Director of Student Services or the Superintendent's designee shall meet with representatives of the EAL to review the current year in-service days and receive input for the next year's in-service days. The District shall provide training to para-educators consistent with the Master Plan.

8.10A All secretaries shall be provided job related inservice training on two (2) non-early release days annually.

8.11 Recertification

8.11A The District will establish a fund to defray the cost of recertification by placing the amount of \$500 annually in the fund. Any unexpended funds shall be carried over from year to year until a maximum of \$1,500 is reached. The District shall not use these funds to pay for initial certification.

8.11B Employees who are eligible for recertification funds shall notify the District by July 1, the first day of the fiscal year in which their recertification is due. Employees hired after July 1 will not be eligible for participation until the following year, provided that year is the year in which they must be certified.

8.11C Employees who have notified the District shall receive an equal share of available funds, up to a maximum of the cost of recertification.

8.12 Staff Development

8.12A The District will establish an annual pool of staff development funds in the following amounts to be used by bargaining unit employees: \$4,000 per year.

8.12B Unused funds shall be carried over from year to year but shall not accumulate beyond a total of \$5,000.00 in any single year.

- 8.12C Reimbursement shall be made for courses, conferences, and workshops that relate to the employee's job assignment. The Superintendent or his/her designee shall have the discretion to approve or disapprove an application for a course, conference or workshop. Reimbursement shall require proof of payment and documentation of satisfactory completion of a course or of attendance at a workshop or conference.
- 8.12D Funds shall be made available on a first-come, first-serve basis. There will be a cap of \$150 on initial reimbursement. Monies remaining in this account at the end of the fiscal year will be distributed proportionally to those bargaining unit members who have been partially reimbursed during that fiscal year, however, no one shall receive more monies in this distribution than originally requested, or in excess of the costs of the course, conference or workshop.
- 8.13 Professional and/or training days
- 8.13A The District agrees to establish a pool of \$1000 annually to cover the cost of substitute coverage for professional and/or training days.
- 8.13B Unused funds shall be carried over from year to year but shall not accumulate beyond a total of \$3000.00 in any single year.
- 8.13C The substitute pool shall be administered in accordance with the standards set forth in 8.12C, and D, above.
- 8.14 Early Retirement
- 8.14A Employees with at least fifteen (15) years of service in the District and who are at least the age fifty-five (55) shall be eligible for the Early Retirement incentive as set forth below.
- 8.14B Eligible employees shall receive an amount equal to the compensation for one third of their accumulated sick days up to a maximum accumulation of ninety (90) days for a total payment equal to a maximum of thirty (30) sick days. Upon retirement under this section, sick days will be paid at the number of hours at which they were accrued.

8.14C Notice of intent to retire under this incentive must be submitted in writing to the Superintendent of Schools no later than September 1 of the year prior to the last full year of employment. Exceptions to this notification requirement may be made at the discretion of the Board.

8.14D Definitions

- 1.) Age: actual age in years as of September 1 of the school year in which the employee intends to retire.
- 2.) Years of service: Service shall be based on the number of completed school years.
- 3.) Compensation for sick leave: A day of sick leave shall be computed by the employee's regular hourly rate of pay multiplied by the employee's regularly scheduled daily hours of work.

8.14E The limit on the number of people eligible to receive this benefit is two (2) in any single year. In the event that more than the specified number apply in any single year, the plan shall be limited to the most senior applicants. Seniority shall be determined first by years of service in the District, then by age. The Board may, at its discretion, approve additional applicants for the incentive.

8.15 Conditions of Employment – Hours

The hours of all educational assistants working pursuant to an individual education plan shall be controlled by the terms of the plan. The hours of all bargaining unit members shall be as set forth in their annual Employment/Classification/Salary notice. In the event of cost reductions, requiring a reduction within the bargaining unit, the District will initiate reductions in accordance with the terms of this Agreement as outlined in 8.6.

ARTICLE IX

RATES OF PAY

9.1 Wage Schedule

The Wage Schedule and its application are set forth in Appendix A attached hereto.

9.2 Extra Service Credit: Those employees with at least 15 years of service to District shall receive an extra service credit as set forth below:

Hourly differential: \$.03/hour x years of service

No one hired after June 30, 2007 would receive this benefit.

9.3 Placement Within Schedule

Employees hired during the term of this Agreement shall be placed on the appropriate experience step of the Wage Schedule as determined by the Superintendent of Schools.

9.4 Pay Period

Wages shall be paid in accordance with District Policy. Time reports are to be completed biweekly due on Friday which is the last day of the relevant pay period.

9.5 Stipends for Education/Degree/Speech/Certification

The stipend will be paid out in the following manner: one half of the stipend will be paid in the first pay period of December and the second half will be paid in the last pay check in June. The employee will receive the highest stipend that they qualify for with their background. These stipends will be prorated based on the date of employment.

- a. Associates Degree (or 64 credits)
or Laconia School District Speech Assistant \$ 700.00
- b. Bachelors Degree \$1,200.00
- c. Teachers Certification \$1,500.00
- d. Masters Degree \$1,900.00

ARTICLE X
GRIEVANCE PROCEDURE

10.1 Grievance Defined

Grievance is defined in accordance with New Hampshire Law RSA 273:A:I(V).

10.2 Purpose of Process

The parties acknowledge that it is more desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing and referred to the following formal grievance procedure.

10.3 Representation

An employee shall have the right to be represented in the grievance process.

10.4 Grievance Content and Process

The written grievance shall state the specified alleged violation or condition with reference to the Agreement. It shall also set forth names, dates, and any other related facts which will provide a sound basis for a complete understanding of any such grievance. No grievance shall be considered under this procedure unless notice of the same is given to the administration within forty-five (45) days following when the grievant knew or should have known of the occurrence of the facts which give rise to the grievance.

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

LEVEL B Within ten (10) days of a grievance being referred to this Level, the Superintendent will 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 answer rendered at this Level, the grievance may be referred to the next level.

LEVEL C If the grievance remains unsettled, then the matter may be referred to the School Board. The Board will meet within twenty (20) days with the parties of Level B and examine the facts of the grievance. The Board will thereafter within ten (10) days of the hearing give it's answer. All correspondence to the School Board will be hand delivered to the Superintendent's Office with a copy to the Superintendent of Schools. If the Grievance is not settled at this level, then within ten (10) days from receipt of the answer rendered, the grievance may be referred to advisory arbitration.

LEVEL D The parties agree that, failing satisfactory resolution at the school board level, either party may seek advisory arbitration of the issue(s). If the matter is referred to arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures of the service. The scope of the arbitrator's authority shall be limited to interpretation and application of the terms of this agreement and issues of procedural and substantive arbitrability. He shall have no power to add to or subtract from, alter, or modify any of the said provisions

10.5 Time Periods

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

10.6 General Grievance

Grievances of a general nature, or involving the Superintendent, may be submitted by the Union to Level C.

10.7 Effect of Time Limitation

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.

10.8 Failure of District to Act

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 person or the Union to proceed to the next Level.

10.9 Freedom from Restraint

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).

10.10 Arbitration Expense

Any expenses incurred by the arbitrator including fees, and per diem expenses, will be shared equally by the parties.

ARTICLE XI

LEAVES OF ABSENCE

11.1 Leave General Statement

It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article. Reasons must always be given for all leave with the exception of personal leave. Leave forms are available in school offices.

11.2 Sick Leave and Sick Leave Bank:

11.2A Sick leave shall be fifteen (15) days per year cumulative to ninety (90) days for full time twelve month employees. Sick leave shall be twelve (12) days per year cumulative to ninety (90) days for full time ten month employees. Up to three sick days may be used for illness in the family. Up to thirty (30) sick days may be used for maternity leave, unless a medical doctor determines medical complications require a longer leave. All employees will receive their full year sick leave on July first (1) of each year. Employees who are hired after that date will receive a prorated share of sick leave days to cover the period from the time they were hired to the next July first (1).

11.2B 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 half (1/2) 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 District will seed the Bank in the initial year by contributing thirty (30) 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 disabilityNo 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. During the current year, should the days in the sick leave bank be used, bargaining unit members may, if they desire, contribute one additional day to ensure an amount is always available in any one year. The District will not add to the pool in the event of these supplemental contributions by Bargaining Unit members. Unused days shall accumulate from year to year.
4. 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.

11.3 Personal Leave

Full time 12 month employees shall have the four (4) paid personal leave days in any school year, which will be charged to sick leave. Full time ten month employees shall have three (3) paid personal leave days in any school year, which will be charged to sick leave. Personal leave shall be defined as for serious personal business that cannot be conducted outside school hours. Employees who request personal leave shall not be required to provide a reason but merely state that their reason meets the contractual definition.

11.4 Jury Leave

Twelve and ten month employees called as a juror will be paid at their regular daily rate and will refund reimbursement received from the court to the school district.

11.5 Military Reserve Leave

Twelve and ten month employees called to serve not more than a fourteen (14) day period of his/her required 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.

11.6 Bereavement Leave

Twelve and ten month employees shall be entitled to a maximum of three (3) paid days per event to attend funerals of immediate family members. Immediate family, as used in this section, shall mean any member of the employee's household; mother, father, sister, brother, spouse and children of the employee, grandparents and the same relatives of the employee's spouse. In extenuating circumstances, the District may grant additional leave under this Section as set forth in Section 1 of this Article.

11.7 Other Leaves

Leaves for other reasons, paid or not paid, shall be granted at the discretion of the District and said judgment shall not be subject to the grievance procedures of this agreement.

11.8 Family Medical Leave

The District shall provide to the bargaining unit members the full benefits of the Family Medical Leave Act of 1993, as amended.

11.9 Child Care Leave

Child care leave of up to one year may be granted without pay to employees upon written application. Notification of the intent to take such leave shall be made to the superintendent at least sixty (60) days prior to the date on which the leave is to begin except in cases of emergency. Child care leave notification shall also include the expected termination of such leave. Extension to this leave may be granted at the discretion of the District. During the unpaid child rearing leave, the employee shall be entitled to remain eligible for participation in all district fringe benefit programs provided that the employee pays the full cost to continue any such program.

ARTICLE XII
INSURANCE

- 12.1 The District shall 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.
- 12.2 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.
- 12.3 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
- 12.4 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.
- 12.5 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.
- 12.6 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.

- 12.7 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.

- 12.8 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

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 Voiding of Provisions

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 be deemed invalid and subsisting except to the extent permitted by law. However, all other provisions or applications shall continue in full force and effect unless and until such provisions are changed in negotiations.

13.2 Copies

Copies of this Agreement shall be printed at a shared cost of the District and the Union as soon as possible after the Agreement is signed and the cost items are approved by the Laconia City Council and presented to all employees now employed, hereafter employed, or considered for employment by the District.

ARTICLE XIV

NOTICE UNDER AGREEMENT

14.1 Notice to Board

Whenever written notice to the District is provided for in this Agreement, such notice shall be addressed to the Laconia School District Chairman directly and, Laconia School District, c/o Superintendent of Schools, P.O. Box 309, Laconia, NH, 03247.

14.2 Union

Whenever written notice to the Union is provided for in this Agreement, such notice shall be addressed to the President of the Educational Assistants of Laconia at their then current address.

ARTICLE XV

VACATION AND HOLIDAYS

15.1 Vacation Leave

Employees shall receive vacation according to the following schedule, prorated based upon date of hiring:

Twelve month employees:

0 – 1 year 5 days

1 – 5 years 10 days

6 – 10 years 15 days

11 plus years 20 days

15.2 Holidays

Full time twelve month employees shall receive thirteen (13) paid holidays per calendar year on the dates on which the holidays are observed by the District.

Full time ten month employees shall receive eleven (11) paid holidays per school year.

ARTICLE XVI

DURATION OF AGREEMENT

16.1 Duration

This Agreement shall commence on July 1, 2013, and continue in full force and effect until 12:00 midnight June 30, 2016.

Dated at Laconia, New Hampshire

The 7th day of May, 2013

LACONIA SCHOOL DISTRICT

EDUCATION ASSISTANTS OF LACONIA

By its Board:

By:

Paul Con
Board Chair

Kenn O'Neil
CAE President

**APPENDIX A
WAGE SCHEDULE**

2013 - 2014

STEP	CLASSROOM ASST. PARA II	CLASSROOM ASST. NON CERT. PARA I	SECRETARY II
1	10.46	9.90	10.66
2	10.93	10.37	11.07
3	11.34	10.78	11.48
4	11.75	11.19	11.89
5	12.16	11.60	12.31
6	12.57	12.01	12.72
7	12.99	12.42	13.13
8	13.40	12.83	13.54
9	13.81	13.24	13.95
10	14.22	13.65	14.36
11	14.63	14.06	14.77
12	15.04	14.47	15.18
13	15.45	14.88	15.59
14	15.91	15.35	16.05

2014- 2015

STEP	CLASSROOM ASST. PARA II	CLASSROOM ASST. NON CERT. PARA I	SECRETARY II
1	10.67	10.09	10.87
2	11.10	10.52	11.30
3	11.53	10.95	11.73
4	11.96	11.38	12.16
5	12.39	11.81	12.59
6	12.82	12.24	13.02
7	13.25	12.67	13.45
8	13.68	13.10	13.88
9	14.11	13.53	14.31
10	14.54	13.96	14.73
11	14.96	14.39	15.16
12	15.39	14.81	15.59
13	15.82	15.24	16.02
14	16.25	15.67	16.45
15	16.68	16.10	16.88

2015 - 2016

STEP	CLASSROOM ASST. PARA II	CLASSROOM ASST. NON CERT. PARA I	SECRETARY II
1	10.81	10.22	11.01
2	11.24	10.66	11.44
3	11.68	11.09	11.88
4	12.11	11.52	12.31
5	12.54	11.95	12.74
6	12.97	12.39	13.17
7	13.40	12.82	13.61
8	13.84	13.25	14.04
9	14.27	13.68	14.47
10	14.70	14.12	14.90
11	15.13	14.55	15.34
12	15.57	14.98	15.77
13	16.00	15.41	16.20
14	16.43	15.85	16.63
15	16.86	16.28	17.07
16	17.30	16.71	17.50

The Hiring experience column shall be used for initial placement on the schedule. Each year of this contract, employees shall move from there current step placement one step for the 2013-14, 2014-15, and 2015-16 school years.

- * a Para II has NH DOE certification of Para Professional II which indicates Highly Qualified
- ** Non-Certified or Para I is someone who is not certified or does not meet the NH DOE definition of someone who is highly qualified.

APPENDIX B

EMPLOYMENT/CLASSIFICATION/SALARY NOTICE

_____ - _____
year to year

Name: _____

Date of Employment:

This is to advise you that the District agrees to hire you for the following position and conditions from July 1, ____ to June 30, ____:

Position/Classification:

School:

Duties:

Hours per day:

Days per week:

Days per year:

Hourly Rates:

Salary Step:

Step Rate:

Certification:

Extra Service Credit:

Total Hourly Rate

Effective Date:

Conditions of employment and fringe benefits are found in the Collective Bargaining Agreement between the Education Association of Laconia and the Laconia School District.

The employment notification for the following year will be issued, except in unusual circumstances, on or before May 15th and returned to the Superintendent's Office by June.

This notice is not a contract of employment and does not modify in any way the terms and conditions of employment set out in a certain collective bargaining agreement between the Laconia School District and the Educational Assistants of Laconia.

Superintendent of Schools

Date

I have reviewed and understand the conditions of employment and the fringe benefits and accept the above notification of employment.

Employee Signature

Date