

AGREEMENT

BETWEEN

THE LEBANON SCHOOL DISTRICT SECRETARIES
ASSOCIATION

AND

THE LEBANON SCHOOL BOARD

EFFECTIVE DATES

JULY 1, 2013 TO JUNE 30, 2016

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**LEBANON SCHOOL DISTRICT
LEBANON SCHOOL DISTRICT SECRETARIES' ASSOCIATION**

AGREEMENT

PREAMBLE

To encourage the continuous effective and harmonious working relationship between the School Board of the Lebanon School District, SAU #88 (the "Board") and the Lebanon School District Secretaries' Association (the "Association"), the Board and the Association make and enter into this AGREEMENT on the 19TH day of December, 2012 by and between the Board and the Association. Pursuant to NH RSA 273-A, the Board has the authority to reach mutually satisfactory agreement with the Association as a representative of the staff of the District included in the unit as set forth in Article 1.

ARTICLE 1 RECOGNITION

For the purpose of negotiating terms and conditions of employment as defined in NH RSA 273-A, the Association is hereby recognized as the exclusive bargaining representative for the following employees of the Lebanon School District: all office support personnel in the school buildings only. (This does not include the SAU staff.) It is agreed that said recognition is valid unless certification is lost under the provisions of NHRSA 273-A. The Association agrees to represent equally all personnel covered by this Agreement without regard to membership in the Association. Further additions to the Association's eligible membership list, other than those stated above, will be defined and mutually agreed upon for inclusion during negotiations of the "Agreement". During the term of this Agreement, the Board agrees not to negotiate with any group other than the Association with regard to any matter subject to negotiations as long as the Association is recognized by the Public Employee Labor Relations Board. However, this shall not prevent the Board from communicating or consulting with any individual member of the bargaining unit or group of members of the bargaining unit for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any member of the bargaining unit from appearing before the Board on his/her own behalf on matters relating to his/her employment by the Board provided that it is not contravention of any Article in this Agreement.

ARTICLE 2 ASSOCIATION RIGHTS

The Board agrees that the staff member shall have full freedom of association, self-organization, and the designation of representatives of his/her own choosing to negotiate the terms and conditions of his/her employment and that he/she shall be free from interference, restraint or coercion by the Board or its agents in the designation of such representative or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

The Association and its representatives may use school buildings prior to 7:45 A.M. and after 3:15 P.M. for Association business within the guidelines determined by the building principal. Representatives of the Association and their affiliates shall be permitted to transact Association business on school property at all reasonable times provided that this shall not disrupt normal school operations.

The Association shall be given sufficient time on the agenda of any District-wide meeting of secretarial personnel to explain Association activities and to present announcements to members relevant to Association matters.

ARTICLE 3 MEMBER RIGHTS

The Board recognizes the members' full rights of citizenship and no religious or political activities of any member or lack thereof outside the school shall be grounds for any discipline or discrimination. It is expected that all rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the District.

No member of the bargaining unit shall be required to appear before the Board or its agents for a formal hearing regarding continuation of that member of the bargaining unit in his office, position, employment, or the salary or any increments pertaining thereto unless he/she had been given, at least ten (10) working days in advance, a written notice of the reason for such meeting or interview and shall be entitled to have such legal representation as the individual desires to present, to advise and represent him/her.

The rights granted to members of the bargaining unit hereunder shall be deemed to be in addition to those provided elsewhere. This Agreement shall not be applied or interpreted so as to deprive employees of advantages heretofore enjoyed unless otherwise provided in the Agreement.

ARTICLE 4 NEGOTIATIONS PROCEDURE

Negotiations procedure will be consistent with NH RSA 273-A. Any Agreement reached hereunder, which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the cost items have been approved by the Legislative Body of the District in each year of its term. If the cost items are not approved by the Legislative Body, either party may reopen Negotiations on all or part of the entire agreement.

ARTICLE 5 JUST CAUSE

The member's supervisor shall notify the member in writing as soon as evidence of any alleged delinquencies, indicate expected correction, and indicate a reasonable period of correction. Alleged breaches of discipline shall be reported to the offending member. The member shall at all times be entitled to have present counsel (legal, Association, and/or lay) when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in performance.

No member shall be suspended, disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. All information forming the basis for disciplinary action will be made available to the member and his/her designee. Notice of non-renewal will be prior to June 1.

ARTICLE 6 REDUCTION IN FORCE

The Lebanon School Board has the right to reduce the size of its workforce. When there are no special skills, training or working relationships involved, the Superintendent will conduct the layoff in reverse seniority order. If the Superintendent determines that such skills, training or working relationships are involved and their loss would be detrimental to the school or district, he/she may exclude certain personnel from layoffs occurring during the fiscal year.

Employees who wish to be eligible for recall must notify the Superintendent in writing within ten (10) days of the original layoff. For a period of fourteen (14) months following the layoff, qualified employees will be recalled to positions covered by this Agreement in the reverse order of their being laid off. Within fourteen (14) days of being notified of recall, employees must accept or reject the recall offer in writing. The effective date of recall will be set by the district.

ARTICLE 7 LEAVE

Each member of the bargaining unit shall be entitled to leave in accordance with the following:

- A. **PERSONAL ILLNESS:** For absences caused by illness or physical disability, each member shall be granted twelve (12) days of leave per year accumulative to 90 days.

Any secretary who has accumulated 110 days as of June 30, 2012, can maintain those accumulated days up to a maximum of 110 days and maintain as a maximum for subsequent years. If at any time during the period of this agreement, the number of accumulated days falls below 90, 90 days will become the new accumulated maximum.

Part-time employees shall be entitled to sick leave in proportion to the fraction of time worked. Members shall be given a written statement of accumulated sick leave with the first paycheck of the contract period.

- B. **EXTENDED ILLNESS:** In the event illness extends beyond accumulated sick leave, a member will receive benefits consistent with the district's long term disability plan. For those employees whose accumulated sick leave does not cover the waiting period under the district's long-term disability plan, the employee will first utilize the sick bank and then the district will make up the difference, if necessary, from the time the employees' sick days/sick bank expires and the long term disability waiting period ends.

- C. **PERSONAL/EMERGENCY LEAVE:** Five (5) days leave for either personal or emergency purpose which requires absence during school hours. Notification to the

member's principal or other immediate supervisor for such leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the member shall not be required to state the reason for taking such leave other than that he/she is taking it under this section. Said leave may not be taken to extend a vacation and/or holiday periods. Personal/Emergency leave is not accumulated from year to year.

- D. **DEATH IN THE FAMILY:** A member may have a total of up to five (5) days leave per year for death in the immediate family. The term "immediate family" shall be construed to mean spouse, children, parents, grandparents, grandchildren, parents-in-law, brothers, sisters, or spouse's siblings or live-in partner of either gender. Bereavement leave other than stated may be granted at the discretion of the Superintendent of Schools.
- E. **PERSONAL INJURY:** Absence due to injury incurred in the course of the member's employment shall not be charged against the member's accumulated sick days. The Board shall pay to such member the difference between his salary and benefits received under the Workmen's Compensation Act for up to fifty-six (56) calendar days. In the event of double payment, the employee will be required to reimburse the district.
- F. **UNAPPROVED ABSENCE:** For each day of unapproved absence, members of the bargaining unit shall lose an entire day's pay.

ARTICLE 8 TEMPORARY LEAVES OF ABSENCE

A member of the bargaining unit shall be entitled to the following non-accumulative annual leave:

- A. Five (5) days leave for either personal or emergency purpose which requires absence during school hours. Notification to the member's principal or other immediate supervisor for such leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the member shall not be required to state the reason for taking such leave other than that he/she is taking under this section. Said leave may not be taken to extend vacation and/or holiday periods.
- B. A member called for jury duty or called to serve not more than a fourteen (14) day annual training tour of duty or temporary active duty with the National Guard or U.S. Reserves will be paid the difference between the fee he/she receives for such service and the amount of earnings lost by him/her by reason of such service, based on the member's regular daily rate.

**ARTICLE 9
MATERNITY LEAVE**

Days used for this purpose shall be charged to personal illness. A temporary leave of absence, without pay, shall be granted before and/or after leave for personal illness at the request of the member.

The period of temporary physical disability resulting from pregnancy, childbirth or related medical conditions shall be treated as personal illness or disability leave under Article 7. The employee must provide a written statement from the health care provider certifying the period of temporary physical disability.

A written statement from the attending physician will be sent to the Superintendent indicating the date of anticipated return. There shall be no loss of previously earned benefits as a result of leave under this article.

**ARTICLE 10
UNPAID LEAVE OF ABSENCE**

A. CHILD REARING: A leave of absence of up to one (1) year shall be granted to any member for the purpose of child-rearing. All benefits earned prior to this unpaid leave will be retained by the individual upon return to employment.

B. GENERAL PROVISIONS:

1. The Superintendent may, at his/her discretion, extend any unpaid leave that has been granted to a member.
2. Other requests for leaves of absence for special reasons may be granted at the sole discretion of the Board upon the recommendation of the Superintendent.
3. Return from leave shall coincide with the beginning of the school year. Return during the school year shall be at the discretion of the Superintendent. A member returning shall be assigned to the same position or an equivalent position, if available.

C. Members on unpaid leaves of absence shall continue to be considered members of the bargaining unit and shall be eligible for negotiated insurance benefits by paying the full cost of such benefits.

**ARTICLE 11
PAID HOLIDAYS**

The following ten (10) days per year, non-accumulative, will be considered as paid holidays:

Labor Day
Veterans' Day
Thanksgiving Day and the Day After
Christmas Day, Day Before and Day After
New Year' Day and Day Before
Memorial Day

If an employee works on a holiday, the employee will either be given compensatory time off or paid straight time for hours actually worked. This compensation would be in addition to regular holiday pay.

**ARTICLE 12
SICK LEAVE BUYOUT**

After ten (10) years of service within the District upon retirement, death or separation in good standing of the member, a payment equal to \$20.00 per day of accrued sick leave up to 90 days will be paid. New hires after June 30, 2010 are not eligible for this benefit.

**ARTICLE 13
OTHER BENEFITS**

APPROVED TRAVEL: Approved travel on school business will be reimbursed at the district approved rate per mile upon submission of vouchers to the Superintendent of Schools.

PRE-EMPLOYMENT PHYSICAL: Required pre-employment physical will be paid for by the District up to the rate of \$100.00.

OFF-HOUR SCHOOL BUSINESS: Any duties, assigned by the supervisor, that involve hours outside of the regularly scheduled day will be compensated for at the regular hourly rate unless compensatory time is agreed to by the secretary and the supervisor.

STAFF DEVELOPMENT: A fund of \$4,200 shall be provided each year for course reimbursement and expenses for professional development workshops. Individuals shall be limited to a \$300 reimbursement. Reimbursement for courses and workshops will be approved in writing at the time of application and paid upon successful completion of the course or workshop.

**ARTICLE 14
DISPENSING MEDICATION**

It is agreed that except in emergencies, members of the LSDSA shall not be required to tend to the medical needs of or to dispense medication to students.

**ARTICLE 15
JOB DESCRIPTIONS**

Job descriptions shall be developed and available for each position. Secretaries and their respective building principal shall conduct an annual review of job descriptions by April 30. A principal may make modifications to a job description. Any member may appeal modifications of his/her job description to the Superintendent with a member of the LSDSA present. When an agreement between the principal and the secretary can't be reached, the decision of the Superintendent will be final. Duties of LSDSA members shall not include any professional duties of teachers.

**ARTICLE 16
EVALUATION**

Secretaries will have a written evaluation each year, to be completed by April 30th. The Evaluation will be conducted by the Principal/immediate supervisor according to a format agreed to by the Association and the Superintendent by the end of the first year of this contract.

**ARTICLE 17
ADVERTISING TO FILL VACANT POSITIONS**

Five working days prior to publicly soliciting applicants for a vacant position a notice of vacancy will be posted in each of the schools.

**ARTICLE 18
INSURANCE BENEFITS**

The Board shall make payments of insurance premiums to assure insurance coverage for a twelve (12) month period commencing for each individual member of the bargaining unit the first day of work in the school year following July 1, provided the member of the bargaining unit completes his/her contractual obligations in the District. Benefits of the members of the bargaining unit shall expire thirty (30) days from the date of termination if said termination occurs before the end of the contract period.

1. The Lebanon School District will provide the following benefits:

A. **Dental Insurance:** For eligible employees the District shall pay one hundred percent (100%) of the total premium cost of the current Northeast Delta Dental plan or its equivalent with the following benefits and limits for a 1 person, 2 person or family plan:

- Coverage A - 100% coverage
- Coverage B - 100% coverage
- Coverage C - 50% coverage

No deductible, annual plan maximum benefit is \$1,000.00 per person per year.

B. **Medical Insurance:** Effective July 1, 2013, for eligible employees, the District shall pay eighty-four percent (84%) of the total premium cost of the current Health Trust Blue Choice plan or its equivalent (with any change in plan to be made through mutual agreement) with other Health Trust options available for 1 person, 2 person or family coverage. **Effective July 1, 2014**, so long as the employee certifies in an affidavit, to be provided to the employee by the District no later than July 1 of each year, that his or her spouse does not have paid health insurance available to him or her through his or her employer the District will pay 84% of the total premium. In the event that such spouse has such insurance available and elects to be insured by the District's plan, the Lebanon School District shall only pay 80% of the total premium cost in 2014-2015, and 78% of the total premium cost in 2015-2016. The employee shall pay the difference.

- i. LSA agrees that, upon reasonable notice to it by the Lebanon School Board, the Board may reopen negotiations regarding health insurance and the funding of health insurance in the event that the Board determines that the provisions of the Patient Protection and Affordable Care Act, or any related federal legislation, which are scheduled to become effective on January 1, 2014, will have a significant financial impact on the District or if it determines any provision of this Agreement to be inconsistent with the provisions of that federal legislation. The health insurance provided under this Agreement shall be maintained throughout the duration of this Agreement unless the parties agree otherwise.

Deductions shall be made in accordance with Section 125 of the IRS Code.

C. **Insurance Opt Out:** When an employee opts out of the health and/or dental insurance coverage to which he or she is entitled, and provides the District with proof of other insurance, the employee will receive a payback from the District of 25% of what would have been the District's cost for the coverage. In the case where both spouses are employed by the District, the District will

pay 100% of the insurance premium for both health and dental insurance in lieu of this benefit.

2. Employees must work in a position regularly contracted for 30 hours a week or more for at least 180 days per year to be eligible for medical and/or dental coverage.
3. If an employee is not at work and utilizing Personal Illness Leave (up to 90 days) or Extended Illness Leave granted under Article 7A and B, the district will continue to pay for the employees' Group Hospital and Medical Insurance Benefits until Personal Illness Leave is used up or the end of the waiting period for the District's Long Term Disability Plan. At that time the employee may purchase the Group Hospital and Medical Insurance from the District. When eligible, the employee can apply for Social Security Disability; upon receiving, the employee will receive Medicare and can purchase Medi-Comp 3 or its equivalent from the District.
4. The Lebanon School District will provide long-term disability insurance protection, with a 90 day elimination period equivalent to 66.6% of average weekly wages to \$500 per week. Employees must work twenty (20) hours or more per week to be eligible.
5. The Lebanon School District will provide life insurance, A.D. and Disability benefits to provide coverage equal to one time the individual's salary.

**ARTICLE 19
SICK BANK**

A sick bank exists for use during absences for medical reasons when a member has utilized all of his/her sick leave benefits and benefits from Long-Term Disability coverage are unavailable. The sick bank will be capped at a maximum of 120 days. Each newly hired member will contribute two (2) sick days to the bank during their first year of employment and the District will match the contribution. If the sick bank total is less than 90 days as of June 15 of a contract year, then 10 days will be taken from the annual entitlement of members whose sick day totals already exceed the maximum of 90 days, and the District will match that contribution. Any additional days needed to reach a minimum of 90 will be contributed by newly hired members in reverse order of their date of hire; each member will contribute (1) of his or her sick days until the minimum total is accumulated and that total contribution will be matched by the district.

The granting of sick bank benefits to members will be made at the discretion of the Superintendent and the President of the Lebanon Secretaries Association. Any member may apply for the use of sick bank days by writing a letter of request to the Superintendent and LSDSA President. Their decision will be based on the documentation presented as evidence of an illness of short-term disability.

No member who receives disability payments from the disability insurance policy may receive sick bank benefits for personal illness for which disability payments were received.

**ARTICLE 20
VACATION POLICY**

After five (5) years of service, members of the bargaining unit whose contracts are for a minimum of 210 days including paid holidays, but who do not work year round, will be eligible for one (1) week of paid vacation. Members of the bargaining unit whose contracts are year-round will be eligible for the following vacations:

- A. After (1) year of service – one (1) week
- B. After (2) years of service – two (2) weeks
- C. After (3) years of service – Three (3) weeks.

**ARTICLE 21
WAGE SCALE**

- Year 1 of the contract: \$0.60 per hour increase for all members
- Year 2 of the contract: \$0.65 per hour increase of year one
- Year 3 of the contract: \$0.65 per hour increase of year two

The starting hourly rate for new hires will be not more than \$.25/hour less than the lowest paid secretary already employed by the District.

**ARTICLE 22
LONGEVITY**

All full-time school-year employees will be eligible for annual longevity payments as follows:

After the completion of 5 years of service = \$ 300.00
After the completion of 10 years of service = \$ 600.00
After the completion of 15 years of service = \$ 800.00
After the completion of 20 years of service = \$1,000.00

Payment will be prorated for part-time employees scheduled less than 30 hours per week.

**ARTICLE 23
RETIREMENT BONUS**

The District will participate in the New Hampshire Retirement System for eligible employees. The Board shall increase a maximum of 3 eligible retiring members' pay by 25% during their last year of employment. A member is eligible to receive the retirement bonus only if on or before December 1 of the year preceding the final year of employment he/she (1) is age 55 or older, (2) is eligible for service retirement from NHRS, and (3) has provided at least 15 years of service to the Lebanon School District and has submitted written notice to the Superintendent of his/her intent to retire. In the event that more than 3 members are eligible to receive the retirement bonus in any year, the bonus shall be paid to those three members with the most years of service to the Lebanon School District and ties in years of service shall be broken by awarding the retirement bonus to the member with the earliest date of hire.

If a member does not qualify for the retirement bonus and is eligible for sick leave buyout, he/she would receive the sick leave buyout (see parameters in Article 12).

**ARTICLE 24
TAX SHELTERED ANNUITY**

The District will allow employees to participate, at their own expense, in a payroll deduction tax sheltered annuity.

**ARTICLE 25
GRIEVANCE PROCEDURE**

1. Grievance: An alleged violation of this agreement.

2. Grievant: The person submitting a grievance; or The Association when a grievance is submitted on behalf of more than one Grievant; or The Association when a grievance decided by management is submitted to Arbitration.

3. Days: Calendar Days

4. Rights to Representation: The aggrieved party may be represented at all stages of the grievance procedure by him/her or, at the grievant's option, by the Association or by a representative selected or approved by the Association. When a member is not represented by the Association in the process of a grievance, the Association shall, at the time the grievance is submitted to the superintendent, be notified by the Superintendent that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning such grievance and shall receive a copy of all decisions rendered.

5. Submission Deadline: A grievance must be submitted at Step 2 within 15 days of the date the grievant knew or should have known of the incident which gave rise to the allegation. At Step 2, the grievance must be submitted in writing. It must state the act of the district giving rise to the complaint and the specific provisions of this contract alleged to have been violated. The grievance is considered unconditionally and permanently withdrawn in favor of the district if not submitted in a timely manner.

6. Procedure:

Step 1 – Principal: Informal attempt to resolve the grievance, the grievance must be presented to the principal within 5 days of the date the grievant knew of its existence. The principal will respond, in writing, within 5 days of receipt. Following the principal's response, the grievant may submit the grievance to Step 2 within 15 days of the date the grievant knew of the incident which gave rise to the allegations.

Step 2 – Superintendent: Formal consideration of the grievance by management.

Superintendent will respond to the grievant within 20 days of receipt of the formal grievance.

Step 3 – Arbitration: Association may move the grievance to arbitration by informing the Superintendent of its intent to do so within 5 days of the date the superintendent's response was received or was due. The Association must initiate a request to have an arbitrator appointed by the American Arbitration Association (AAA) within 3 days of its notice to the superintendent unless the superintendent agrees to other arrangements. The request to the AAA will be in writing and a copy given to the superintendent at the time of mailing. The Arbitrator shall be limited to the issues at hand and shall have no power to expand upon the terms of the Agreement between the parties. The arbitrator may establish a "make whole" award but may not impose any additional penalties. The arbitrator shall have no power to make any award involving "cost items" beyond those appropriated by the School District. The normal costs of the arbitrator shall be borne equally by the parties. Any other costs shall be paid by the party incurring them.

7. Records: Documents, communications and records of grievances may be placed in personnel files but will not be forwarded to prospective employers.

ARTICLE 26 SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement is held to be contrary to law by any court of Board of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations to bring such part(s) of the Agreement, held to be invalid, into compliance with the edicts set down by the court.

ARTICLE 27 ZIPPER CLAUSE

It is understood that both parties have had an opportunity to make proposals on all negotiable issues during negotiations and that this written agreement reached as a result represents the total of all understandings between the parties for the contract term.

This Agreement may not be altered, changed, or added to, deleted from or modified except through voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

**ARTICLE 28
DURATION**

The provisions of the Agreement will become effective as of July 1, 2013, and shall continue in effect until June 30, 2016. If this Agreement expires before a successor agreement becomes effective, the District shall comply with any and all legal obligations to maintain status quo until a successor agreement becomes effective.

LEBANON SECRETARIES' ASSOCIATION

By: Pam Spaulding
Chairperson Negotiations Committee

Date: 12/19/12

By: Pam Spaulding
President of Association

LEBANON SCHOOL BOARD

By: Kathleen Berger
Chairperson Negotiations Committee

Date: 12/19/12

By: Frank Tessmer 1/4/13
Chairperson of School Board

12/19/12 Neil E. Paludi
Superintendent of Schools