

**Joint Support Staff Master Agreement**

**Between the Lamoille North Supervisory Union School Board, the School Boards of Cambridge and the Lamoille North Modified Unified Union School District**

**and**

**The Support Staff Employees of the Lamoille North Supervisory Union, the Cambridge ESP Unit, and the Lamoille North Modified Unified Union School District affiliated with the Lamoille North Unified Education Association/VT-NEA**

**July 1, 2020 – June 30, 2021**

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THIS AGREEMENT IS MADE AND ENTERED INTO this \_\_\_ day of \_\_\_\_\_, 2020 by the BOARDS of the CAMBRIDGE ELEMENTARY SCHOOL, LAMOILLE NORTH MODIFIED UNIFIED UNION SCHOOL DISTRICT and LAMOILLE NORTH SUPERVISORY UNION, (hereinafter referred to collectively or separately in context as the “Board”) and the LAMOILLE NORTH UNIFIED EDUCATION ASSOCIATION, affiliated with the Vermont-NEA and the National Education Association (hereinafter referred to as the “Association”).

## **ARTICLE I** **RECOGNITION**

1.1 The Board recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining pursuant to Title 21, Sections 1721-1734 of the Vermont Statutes Annotated, of separate and distinct units consisting exclusively of support staff employees of:

(1) the Lamoille North Modified Unified Union School District unit, with the exception of the administrative assistants at Eden, one at Hyde Park, one at Lamoille Union High School, Johnson, and Waterville and technology coordinators;

(2) the Cambridge Elementary School unit, including Paraeducators, Library Media Assistant, Technology Assistant, Cafeteria Supervisor, Preschool Assistant, Speech and Language Assistant, Custodians and Receptionist;

(3) the Lamoille North Supervisory Union unit, including the Business Assistant, Medicaid/Finance Assistant, Van Drivers and Custodian, the Student Services Assistant, and bus drivers.

1.2 The term “support staff employee(s)”, “employees”, “support staff”, or “members of the bargaining unit” as used throughout this Agreement applies to all individuals occupying job classifications covered by this Agreement and listed in the job tables that are part of the wage schedules at Appendix D. It excludes temporary or casual employees (see definitions) and personnel in elected positions as defined in 21 VSA, Sections 1721-1734.

1.3 Reference to males will include females, e.g. in use of a male pronoun. Employees covered by this agreement shall work in one of the following time categories as defined in Article XIII of this Agreement:

Full-time – Full Year	Part-time – Full Year
Full-time – School Year	Part-time – School Year
Full-time – Extended Year	Part-time – Extended Year

1.4 The Board will not shorten the workday solely for the purpose of avoiding payment of benefits. Part time employees shall receive all benefits for which they are eligible on a pro rata basis and in accordance with group insurance contract provisions when applicable.

## **ARTICLE II** **ASSOCIATION SECURITY**

2.1 The Board hereby agrees that every employee of the Board has the right freely to organize and to join or not join the Association and its affiliates for the purpose of engaging in collective bargaining and other activities for mutual benefit. The Board agrees that it shall not directly or indirectly discourage, deprive or coerce any employee from the enjoyment of any rights conferred under Title 21 of the Vermont Statutes Annotated or the Constitutions of Vermont and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any conditions of employment by reason of his membership in the Association and its affiliates, his participation in any legal activities of the Association and its affiliates, collective bargaining with the Board or his initiation of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

2.2 Whenever an employee is required to appear before the Superintendent, Principal/Director, his supervisor, or the School Board concerning any disciplinary matter which could adversely affect the continuation of his employment or his compensation, the employee will be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting. Refer to Appendix A for a description of the Corrective Action Process applicable to support staff.

2.3 An employee will be notified by May 15<sup>th</sup> if his contract is to be non-renewed. The employee will receive a letter to this effect with reasons therefore. If an employee is not notified that he will not be re-employed by May 15<sup>th</sup> he shall receive a contract for the following year by May 15<sup>th</sup> notwithstanding the provisions of Article VIII, paragraph 8.3. Contracts shall be accepted and returned by employees on or before June 1<sup>st</sup>. Prior to May 15<sup>th</sup> of each year, every employee shall have an opportunity to meet with his supervisor and discuss job placement for the ensuing year.

2.4 In the event that ratification of this agreement is delayed, each employee who intends to continue in employment in the subsequent contract year shall sign a letter of such intent. This letter will be issued by the Superintendent no later than May 15<sup>th</sup> and shall be returned by the employee no later than June 1<sup>st</sup>. Such a letter, signed by both parties, shall be legally binding. Failure to meet the June 1<sup>st</sup> deadline will be considered a non-renewal.

2.5 Each employee shall be given a copy of his job description by their supervisor at the time of employment. A copy of the job description will be filed at the Central Office in the employee's personnel file.

2.6 No employee shall have his contract non-renewed or be dismissed, disciplined, reprimanded, reduced in rank or compensation, suspended, or otherwise deprived of any professional advantage, as implied or written in this contract without just and sufficient cause. Any such action will be made only after a meeting between the employee involved, his supervisor, and the Superintendent or her designee, at which time the employee involved will be informed in writing of the specific reasons for the action and will be given the opportunity to explain his reasons and arguments as to why the proposed action should not be implemented. The employee at his option may have a representative of the Association present at such meeting. The employee shall be notified of any such meeting at least two (2) days in advance, at which time the nature of the meeting shall be disclosed to the employee. In the case where an employee's offense warrants immediate suspension or removal from the school premises, e.g. including, but not limited to, drinking, physical assault, use of a non-prescribed regulated drug, the necessity for a two-day notice and a meeting with the Superintendent shall be bypassed. Refer to Appendix A for a description of the Corrective Action Process applicable to support staff.

2.7 Dues. Upon receipt of a validly executed written authorization form, the Board agrees to deduct from the compensation of the employees covered by this agreement, dues for the Educational Support Personnel Unit of the Lamoille North Unified Education Association, the Cambridge ESP Unit, and the Lamoille North Modified Unified Union School District affiliated with the Vermont-NEA and the National Education Association, as said employee voluntarily authorizes the Board to deduct. Deductions from the employee's wages shall be continuous and in substantially equal amounts from each paycheck. New members shall have their dues deducted in substantially equal amounts from their paychecks for that year. Deductions from an employee's wages will be stopped as of the first pay period of the next school year provided the employee notifies the Superintendent, in writing, on or before June 1.

### **ARTICLE III GRIEVANCE PROCEDURE**

3.1 Definitions for purposes of this Article III:

- a) A grievance is any written claim by a covered support staff employee(s), hereinafter in Article III "the employee", or the Association that there has been a violation, misinterpretation, or misapplication of the written terms of the Agreement.
- b) The grievant is the person(s) making the claim or the Association.
- c) Immediate supervisor is the principal, special education coordinator, technical center director, Superintendent, or other person so designated as exercising supervisory authority over the grievant.
- d) "Day" or "days" shall mean day(s) when school is in session or that are designated as in-service days, except when a grievance is initiated on or after June 1<sup>st</sup>. For the purpose of processing a grievance initiated in June, "day" or "days" shall mean weekdays (Monday through Friday), so that the matter may be resolved before the end of the school year or as soon thereafter as possible.
- e) Association Representation - The Board acknowledges the right of the Association to have at least one (1) Association representative present for all proceedings related to a grievance, which has been formally presented, and no employee shall be required to discuss any grievance if a representative of the Association cannot be present. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the administration prior to filing the claim, and having the grievance adjusted without intervention of the Association, or to waive in writing the right to Association Representation while a grievance is in process through the specified steps, provided the Association has been notified and the adjustment of the grievance or the waiver is not inconsistent with the terms of this Agreement.
- f) Non-availability of either the administrator involved in processing a grievance or the Association Representative shall not exonerate parties from adherence to the timeframes set forth in paragraph 3.2 below; however, it is agreed that the timelines of the grievance procedure may be waived at any step by mutual agreement. Said waiver will be in writing and will delineate the agreed upon timeline at the particular step.

3.2 Procedure

Unless a grievant states, in writing at each procedural step that the written grievance and decision should not go to the Association, then the Association will receive a copy of the grievance and all written decisions will be sent to both the grievant and the Association at each step.

All grievances shall be submitted, in writing, to the appropriate official at each step, stating the alleged violation and the section of the contract involved and indicating the remedy sought. If a grievance originates above the principal's level, the Association has the right to file at Step 2 or Step 3, as appropriate.

The parties acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the employee or the Association, then a grievance will be processed as follows:

Step 1 - The employee or the Association may present the grievance, in writing, to the immediate supervisor, who will arrange to meet within eleven (11) work days with the parties. The Association's representative, the aggrieved employee(s), and the immediate supervisor shall be present for the meeting. Each party shall also have the right to include in its representation such witnesses and counselors as it deems necessary to establish facts pertinent to the grievance. The immediate supervisor must provide the grievant and the Association with a written decision within six (6) work days after such meeting, setting forth the reason(s) for the decision. No grievance will be given formal consideration unless it is filed within twenty-five (25) work days after the grievant had or should have had knowledge of the occurrence, which gave rise to the grievance.

Step 2 - If the grievance is not resolved in Step 1, or no decision has been rendered within the six (6) days following the Step 1 meeting or if the grievant did not request Step 1, then the grievant or the Association may refer the grievance to the Superintendent or his official designee within eleven (11) work days after the Step 1 deadline. The Superintendent shall arrange for a meeting with the representative of the Association Grievance Committee and the grievant to take place within eleven (11) work days of the receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to establish facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have eleven (11) work days in which to provide his written decision to the respective parties to the grievance, which shall include reasons for the decision.

Step 3 - If the grievance is not resolved at Step 2, or no decision has been rendered within the eleven (11) work days following Step 2 meeting, then the grievant or the Association may refer the grievance to the Board in writing within six (6) work days after the Step 2 deadline. The Board shall arrange for a meeting within sixteen (16) work days after receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon completion of the meeting, the Board will provide a written decision to the grievant and the Association within eleven (11) work days, including reasons for the decision.

Step 4 - Arbitration - If the grievance is not resolved at Step 3, or the Step 3 time limits expire without the issuance of the Board's written decision, then the Association may submit the grievance to arbitration by filing a written demand for arbitration with the Superintendent. Such request shall be delivered by electronic or certified mail. The Board and the Association, or its representative, shall seek to mutually agree upon the arbitrator. If agreement cannot be reached within eleven (11) work days, arbitration shall be sought from the American Arbitration Association, under its Voluntary Labor Arbitration Rules.

If a demand for arbitration is not filed with the Superintendent within twenty-one (21) work days of the due date of the Board's Step 3 reply or the date the Board's Step 3 reply is issued, whichever comes first, then the grievance will be deemed to be withdrawn.

3.3 The parties agree that the time limits established for the filing of grievances at each step of the process are jurisdictional in nature, and that the failure of a grievant to file or advance a grievance within the time limits established herein renders the grievance null and void. By mutual written agreement of the parties, any of the above procedural timeframes may be extended or shortened.

3.4 The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no authority to alter, add to, or amend the provisions of this agreement, but shall interpret and apply its written provisions to the issue(s) raised in the grievance.

3.5 Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.

3.6 Each party shall bear the full costs of its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association, if applicable, will be divided equally between the parties.

3.7 No reprisals of any kind will be taken by a Board, the school administration, the Association, or any other person employed by a Board against any employee because of his participation in this grievance procedure, whether as a grievant or as a witness.

3.8 The Board, Administration, and Association will cooperate with one another in their investigation of any grievance, and further, will furnish one another with such information as is required for the processing of any grievance.

3.9 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the grievant. Notwithstanding the foregoing, if a grievance decision upholds the administrator's original action then the administrator's original document initiating that action will remain filed in the personnel file of the grievant.

3.10 If a grievance implicates the immediate supervisor or involves a concern or issue above the level of the immediate supervisor, the grievant may initiate this procedure at Step 2 or 3, as appropriate. A grievance may also be withdrawn or settled at any level without establishing precedent.

3.11 If the immediate supervisor, Superintendent, or Board determines that the investigation or processing of any grievance requires that a grievant or his Association representative be released from their regular assignments, such release will be without loss of pay or benefits.

3.12 Acknowledgement of Arbitration: In accordance with 12 V.S.A., Section 5652(b), the Board and the Association understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, the Board and the Association understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in this Article.

#### **ARTICLE IV** **EMPLOYMENT, HOURS, AND OVERTIME**

##### 4.1 Initial Employment Contracts and Probationary Period

4.1.1 The probationary period for any employee newly hired shall be 180 days regardless of the date of hire. An employee transferring from another LNSU organization into one of these units shall serve any time remaining in their original probationary period. If the employee has more than 90 days left in their first year of probation, these days shall also fulfill the 90 day requirement for the new position. If the employee has completed his/her initial year of probation, the employee shall serve a 90-day probationary period in the new unit. During this period a probationary employee may be extended in probationary status, disciplined, laid off, or dismissed solely at the discretion of management without regard to the provisions of this Agreement and with no right to the grievance process. **The administration will not exercise this right in a capricious or arbitrary manner and will advise the appropriate Association representative in advance.** All new employees will be evaluated by their supervisor within 60 days of hire.

4.1.2 Notwithstanding paragraph 4.1.1 above, any employee hired on or after the effective date of this Agreement shall be issued an initial contract on a non-renewable basis, after which subsequent contracts will be issued as renewable. For purposes of seniority determinations, however, all continuous unbroken service from the original date of hire will be counted.

4.2 Employees shall be paid their regular hourly wage rate for all hours actually worked in a work week up to and including forty (40) hours. Hours worked in excess of forty in a work week must be pre-approved by an administrator and shall be compensated at the rate of one and one-half (1.5) times the employee's regular hourly wage. The work week for purposes of determining eligibility for overtime compensation starts each Sunday at 12:00 midnight and ends on the following Saturday at 11:59:59 p.m.

4.3 Instructional Support Staff shall work up to an additional 4 days or 30 hours per year beyond their contracted work days. These additional hours will be assigned at the discretion of the Principal or supervisor for such purposes as inservice training or other professional development activities. These hours will be scheduled with the employee at least 5 work days in advance. Hours of attendance will be recorded through the timeclock as additional hours and paid in the pay period in which they were worked. Instructional Support Staff who are contracted for partial FTE shall participate in inservice training or other professional development activities and will be compensated accordingly.

4.4 Any employee that the administration requests to serve as a substitute teacher shall do so on a voluntary basis. Such employee shall receive the regular non-licensed substitute rate of pay or his hourly wage rate, whichever is greater. When an employee substitutes for a portion of the day, his substitute pay shall be pro-rated according to the actual hours worked.

4.5 Each employee who works at least five hours during a work day, shall receive an unpaid duty-free lunch period of at least thirty (30) continuous minutes per day, as may be scheduled, from time to time by the Principal/Director. Food service/cafeteria workers shall have an unpaid thirty-minute lunch period at a time scheduled outside of the student lunch periods. Employees working a shift of five or more hours outside the regular day shall have an unpaid duty-free meal period as noted above at a time that reflects a normal meal break. If the employee's work schedule is tied to the student schedule then the employee shall receive an unpaid duty-free lunch period of thirty minutes. Each employee shall be provided an area to eat lunch outside of their normal work station.

In the event that an employee is required to provide assistance, the employee will inform their supervisor by the submission of a form developed by the Central Office, who will then adjust the employee's time to ensure payment for work performed.

4.6 Support staff employees who work at least six hours in a work day shall also be provided two ten-minute paid breaks each day, one to be scheduled in the first half of the workday and one during the last half of the workday. Employees who work at least three and less than six hours on a work day shall be provided with one ten-minute paid break each day. The schedule will be approved by the supervisor.

4.7 All full time paraeducators will be on duty, Monday through Friday, for 7.5 hours per day. The administration reserves the right to set the hours of duty, within the general time frame from 7:30 a.m. to 4 p.m, consistent with the needs of students and the orderly operation of the school. On one set day per month the work day may extend until 4:30 p.m. for a monthly staff meeting.

4.8 The standard work day for full time employees of the LNSU Central Office shall be 7.5 hours long with core starting and ending times being 8:00 a.m. and 4 p.m. inclusive of an unpaid 30 minute lunch break. Requests for changes in starting and ending times shall be reviewed by the immediate supervisor and approved by the Superintendent.

4.9 The assignment of overtime work among custodians shall be on a rotational basis provided that the custodian is qualified to do the overtime work. Overtime shall be calculated by the terms of Article 4.2.

4.10 A minimum of two (2) hours pay at the appropriate overtime rate (as described in Article 4.2) shall be paid to custodian(s) who is (are) "called in" to work beyond his or her normal schedule.

4.11 Employee expectations during unanticipated closure days will be determined as follows:

	<u>Full Year</u>	<u>School Year and Extended Year</u>
<b>Full Day Closure</b>	Report to work OR use personal leave hours	Do NOT report to work – School day will be required to be made up at a later date. Leave hours are not available for use.
<b>Partial Day Closure that counts as a Student School Day</b>  <b>*Staff may be given the option of making up the time missed based on management needs.</b>	Report to Scheduled Work Day OR personal leave hours may be used for Scheduled Hours ONLY	Paid for hours worked and/or personal leave hours may be used for scheduled hours not worked
<b>Partial Day Closure that does not count as a Student School Day</b>	Report to Scheduled Work Day OR personal leave hours may be used for scheduled hours not worked	Paid for hours worked and with the difference being made up at a later date. Personal leave hours will not be used for difference.

\* School closures may be made up at the discretion of the administration based on the needs of the students and school.

## **ARTICLE V**

### **PAID HOLIDAYS & VACATIONS**

5.1 Support staff employees covered by this Agreement (full year, extended year, and school year) shall be paid for holidays as set forth in Appendix B. Extended school year employees are not eligible to receive holiday pay when a holiday occurs outside their regular work schedule.

5.2 Any recognized holiday, which falls on a Saturday, will be celebrated on the previous Friday. Any recognized holiday which falls on a Sunday will be celebrated on the following Monday. If a recognized holiday falls on a day when school is in session, or if an employee is requested by management to work on a recognized holiday, employees will schedule time off for the holiday at another time that is mutually agreed upon between the Employee and the work supervisor. If a full year employee wishes to take the day the holiday falls on, he will give adequate advanced notice to the immediate supervisor for approval.

5.3 If a recognized holiday falls within an employee's scheduled vacation period, that day will not be counted as a vacation day.

5.4 Full year employees will earn vacation leave as a monthly accrual, pro-rated according to the employee's average hours/day in the employee's regular contracted position. Vacation time, based on an employee with a standard 7.5 hour day, follows below:

- First year of service: 6.25 hours/month starting after 1 month of service.
- First day of second year of service through 5<sup>th</sup> year: 6.25 hours/month \*
- 6<sup>th</sup> anniversary date through 10<sup>th</sup> year: 9.375 hours/month
- 11<sup>th</sup> anniversary date and thereafter: 12.5 hours/month



\*After 1 year of service, employees may access their vacation time before it is earned, not to exceed the total number of hours earned in that year. If the employee leaves their job prior to earning back the vacation time, payment for these hours will be deducted from their final check.

Vacation time will be cumulative up to a maximum of two times the employee's annual entitlement, e.g. up to 150 hours during the 2nd through 5<sup>th</sup> years of service. Vacation time may be taken subject to prior supervisory approval.

5.5 Employees moving to a different position within LNSU shall retain accrued vacation leave, provided said position is entitled to vacation leave. Otherwise, employee shall be paid for accrued vacation leave at time of separation from first position.

5.6 A full year employee who terminates employment for any reason shall be paid for all earned vacation time not yet taken through the end of the month in which the termination occurs. In the event that an employee has used more vacation time than he has earned, the amount owed to the Board will be deducted from his final paycheck. Such payment shall be part of the employee's final wage payment and, in the case of termination by virtue of the employee's death, shall be paid to the employee's beneficiary or estate.

## **ARTICLE VI** **LEAVE**

The actual amount of leave benefits applicable to employees are delineated in Appendix B. All leave benefits will be pro-rated according to an employee's standard work hours per day, averaged over a 5 day work week, and will be prorated for partial year worked. If the employee leaves their job prior to June 30, sick and personal leave will be prorated and payment for hours used but not yet earned will be deducted from their final pay.

### **6.1 Sick Leave**

6.1.1 Eligible support staff will be granted 15 days of sick leave annually. Sick leave will be calculated by the hour, based on each employee's standard work day. For example, an employee with a standard work day of 7 hours will be granted  $7 \times 15 = 105$  sick hours/year. The maximum accrual of sick time is reflected by bargaining unit in Appendix B.

6.1.2 Sick leave will be prorated during the employee's first year of service so they may access one month's worth of their annual sick leave allocation for each month they work; except that in the first month of employment, the accrual will be prorated based on the number of days worked in that month. For example, the support staff employee referenced above who earns 105 sick hours/year, shall have access to 8.75 hours of sick leave each month during their first year of service; except that the accrual in the first month of employment would be prorated based on the number of days worked in that month. If the sick time is not used during each month worked in the first year of service, it will be banked for employee use when needed.

6.1.3 The following administrative provisions shall apply uniformly to employees:

- A. Any consecutive use of sick leave in excess of five (5) days, or a suspected abuse of sick leave including but not limited to frequent use or a pattern of absences, will require that the employee provide medical certification by the attending physician for the days of absence in question. In the case of extended or frequent absence, the Administration may also require an employee to furnish medical certification of the ability to return to work and perform the job tasks with or without restrictions. The Administration may also seek a second opinion of an employee's need for extended or frequent absence due to a medical condition. In this case the employee and the Administration will jointly select the certifying physician and the employee will cooperate fully in this effort. The cost associated with rendering a second opinion will be borne by the respective Board.
- B. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave may be granted a leave of absence without pay for up to one (1) year at the discretion of the Superintendent.
- C. Employees may use accrued sick leave for the following purposes:
  - (1) Employee's personal use of sick leave: bona fide illness or disability and related medical appointments which are made due to illness, disability, or physical and/or psychological conditions. Employees who work more than 30 hours per week may also use sick leave for preventive or regular medical and dental checkups and to attend to other routine health matters which cannot be scheduled outside of the employee's regularly scheduled work day; the parties agree that employees should avoid scheduling such routine matters during the work day except under extenuating circumstances. Notwithstanding any other provision of this Agreement, employees affected by a long term illness or disability shall make a timely application for coverage under the District's group long term disability (LTD) plan, and may utilize only such sick leave as is necessary to satisfy the 60-day elimination period of the LTD plan unless waived by the superintendent.
  - (2) FMLA/VPFLL Family Leave. Employees may use up to a maximum of 30 days of sick leave to care for family members as defined under FMLA/VPFLL, if the leave otherwise qualifies as FMLA/VPFLL leave. (See 6.6 below).
  - (3) Non-FMLA/VPFLL family leave. Employees may use up to 5 days of sick leave that does not qualify as FMLA/VPFLL leave in order to provide short-term, emergency care for an immediate family member who is ill, injured or has some other medical disability and requires personal care by the employee.

- D. Illness or disability attributable to pregnancy will be treated as any other illness or disability for purposes of sick leave.
- E. Accrued unused sick leave balances will be made available on the payroll advice slip provided to each employee with his paycheck.
- F. A Sick Leave Bank (SLB), originally endowed by the Board, exists for each covered unit. The sick leave bank will hold as many days as are donated by participating staff members. The SLB will follow all requirements set forth in IRS regulations.

Each staff member may become a participating member of the sick leave bank and shall do so by contributing two days for the first year of membership. Members may contribute up to four days per year to the SLB from their individual accrued sick leave balances. Such contributions are irrevocable and remain in the SLB from year to year until used by a participating member.

New employees, on or before January 15 of each school year, may deposit up to two days of sick leave from their anticipated annual accrual, notwithstanding any limitation on their actual use of sick leave in the first months of employment. Other than new employees, participating staff members must have been SLB participants for sixty days before becoming eligible to request a withdrawal from the SLB.

### **General Provisions:**

#### Administration:

The sick leave bank shall be administered by a Sick Leave Bank Committee of at least three people, one of whom shall be designated by the Association who is also a member of the Sick Leave Bank, a member designated by the School and the Human Resource Director. No one individual is authorized to make a Sick Leave Bank application decision.

The Association shall render to the Superintendent by and as of January 15 of each year a complete reconciliation of the SLB, showing 1) the balance as of the prior January 15; 2) a list of employees who made withdrawals and the number of days withdrawn by each from January 15 of the prior year to the reconciliation date in the new school year; 3) a list of participating employees (new entrants and continuing members) for the new school year; 4) the number of days each participant contributes at the start of the new school year; and 5) the beginning balance as of the new school year.

An employee's sick leave will be exhausted prior to utilization of granted leave from the sick leave bank. If leave granted from the sick leave bank is not utilized, the leave shall be returned to the bank. No days will be granted for elective absences, elective surgical or medical procedures, or procedures that could safely and reasonably be postponed to extended school breaks. SLB days shall not be granted for any disability or absence when these are work-related or covered under the Workers' Compensation Act.

Members shall be eligible to receive:

For the employee: The parties agree that no employee may receive more donated days from the sick leave bank than are necessary to meet the 60-day elimination period for eligibility for Long Term Disability coverage.

For a family member as defined by FMLA the use of up to 30 sick days from the SLB assuming there are enough days accumulated in the Sick Leave Bank.

In order to be considered for SLB days, a participating member shall:

- A. Submit a request in writing to the Association SLB representative;
- B. Submit a statement from a physician or licensed nurse practitioner with reasons for absence from work;
- C. Include a statement with an intent to return to service immediately after the prolonged illness.

The Sick Leave Banks shall be by bargaining unit and shall not be merged. Existing members may donate additional days up to 4 days each. Donated days will remain with the SLB upon termination and will not be paid out.

If, at the end of a school year, the SLB balance has been depleted, new contributions may be solicited in June, subject to the individual limit of four days and up to the allowable maximum balance.

- G. The Board shall continue to pay its share of the health insurance premium cost for a period of up to six (6) months from the first date eligibility for LTD coverage begins. If the employee ceases to pay his/her share of the health insurance premium the coverage shall be terminated.

6.1.4 Employees moving to a different position within LNSU shall retain accrued sick leave.

### 6.2 Personal Leave

6.2.1 Personal Leave may be used for absences required to attend to personal matters that can not be reasonably scheduled at any other time than during the work day. See Appendix B for personal leave benefits awarded by bargaining unit.

6.2.2 Requests for personal leave must be made to the employee's principal or immediate supervisor at least twenty-four (24) hours in advance. No personal leave shall be taken immediately before or after a vacation or holiday although requests may be granted at the discretion of the immediate supervisor under unusual circumstances. This leave is non-cumulative from year to year.

6.3 Professional Leave: Professional development leave will be relevant to school district needs and may be given only with supervisor approval. Support staff may take "professional days" to attend professional meetings, workshops, conferences, or similar events on scheduled in-session school days. The goal for these activities is to achieve and balance two key professional development objectives:

(1) to improve core curricula, services, programs, and operating systems, and to enhance support staff's ability to effectively implement them;

(2) to enable support staff to pursue individual professional interests based on goals which are agreed upon with the support staff's supervisor.

Support staff will request permission to attend professional activities on a scheduled school day five days or as far in advance as possible.

See Appendix B for professional leave entitlements.

6.4 Bereavement Leave: Employees will be granted paid leave to attend funerals and/or to meet other related needs in the event of the death of an immediate family member or close friend or relative. See Appendix B for leave entitlements by bargaining unit.

#### 6.5 Unpaid Leaves of Absence

Leaves of Absences without pay may be granted at the discretion of the Superintendent. Leave requests should be made as far in advance as possible, preferably five calendar months or more before the desired start date of a non-emergency leave. Normally unpaid leave requests will not exceed a period of one school year although requests for longer leave periods may be considered.

A school based support staff employee who is on leave as of April 15 and wishes to return to work the following school year must notify the Principal to that effect by April 15<sup>th</sup>.

Failure to provide the required notification of intent to return and/or failure to return to work upon the scheduled expiration date of the unpaid leave will be considered a voluntary resignation from district employment.

#### 6.6 Family Medical Leave

6.6.1 Each respective Board shall comply with the requirements of the federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Law ("VPFLL"). Leave pursuant to each of these acts shall be provided to eligible support staff according to the Board's policies and practices. Whenever an employee is granted paid or unpaid leave pursuant to the terms of this Agreement that also qualifies as FMLA and/or VPFLL leave, the leaves will be provided concurrently. The employee may elect to use accrued sick leave or other paid leave consistent with the terms of this Agreement during any period of leave provided pursuant to FMLA and/or VPFLL, but limited to 30 days of paid leave when it involves care of a family member and not a medical illness or injury of the employee. Also, FMLA/VPFLL leave will be provided concurrent with Workers' Compensation benefits where such entitlement exists. Such leave is not meant to diminish or enlarge any leave provided for elsewhere under this Agreement.

6.6.2 An employee on an approved FMLA/VPFLL leave shall maintain his right to the same position held at the time the leave commenced, if available, or to a substantially equivalent position. FMLA/VPFLL leave shall be considered "active employment" for purposes of personal/medical leave accrual, seniority, and vertical salary step placement. An employee returning from FMLA/VPFLL leave shall be entitled to insurance and other applicable benefits on the same terms as any other employee.

6.6.3 A "week" for the purpose of measuring an eligible employee's leave under the FMLA/VPFLL shall be five scheduled employee workdays.

#### 6.7 Parental Leave

Child-bearing: Absences caused by temporary medical disabilities associated with pregnancy or childbirth are subject to the medical leave provisions of this Agreement, and are covered when the absence is based on a medical determination that the employee is incapable of performing her job.

Child-rearing: If an employee wishes to take time off to spend time with his/her child, the employee will be subject to applicable portions of Medical Leave, Discretionary Personal Leave and Unpaid Personal Leave of Absence provisions in this Agreement. These terms incorporate any applicable federal or state regulations governing family leave.

#### 6.8 Jury Duty

Employees serving on jury duty will not be expected to report to work prior to the start of the court day. Employees shall return to work as soon as possible after dismissal from said duty. Employees shall receive paid leave time up to the duration of their standard work day and the start of jury duty is equivalent to the start of the work day. Any compensation offered from the court system for such service on regularly scheduled workdays, less mileage, lodging and meal reimbursements, must be waived. Paid leave shall be granted to an employee who is required to be a witness at a court hearing involving the District.

6.9 Military Service

An employee who is a member of the National Guard or the Federal Armed Forces Reserve and who is called to extended active duty shall be entitled to a leave of absence, without pay, for the period specified in State and Federal Law. All provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) will apply. Guard members and reservists called to active duty for annual training (30 days) shall be placed in a no pay status during this absence.

**ARTICLE VII**  
**COMPENSATION AND OTHER BENEFITS**

7.1 Effective 7/1/2020, each employee in the bargaining unit will receive a \$.50 per hour increase.

7.2 Hiring Rates. All new employees will be assigned to a job classification and pay level, consistent with Appendices C and D. The standard hiring rate for any vacant position will be the pay grade minimum. For positions in the job classifications of Administrative/Office, Technology & Media and Student Services, the standard hiring rate will be the pay grade minimum without a degree, step 1 with an associate's degree and step 2 with a bachelor's degree.

The Superintendent shall have the discretion to set hiring rates above minimum based on an applicant's background and/or labor market conditions. However, no new employee will be paid an hourly rate higher than that of a current employee with equal experience within the same job classification and the same organization.

The Association shall be notified in a timely manner of any hiring rates set above the applicable pay range minimum, along with a brief explanation of the rationale.

Employees moving to a different position within LNSU shall continue same pay for a lateral move unless moving to a higher (or lower) paying position.

7.3 Increases shall be effective on July 1 of each year unless negotiated otherwise.

7.4 An employee placed on an improvement plan shall remain at his current rate of pay and step on the wage scale for the entire period of time that the plan is in effect. At such time as the plan is completed or revoked, any pay increase step that otherwise would have taken effect during the immediate 12 months prior to completion or revocation of the improvement plan, shall be put into effect, but only on a prospective basis.

7.5 Health Insurance

The respective Boards will provide each employee with a health care allowance in the amount of 83% of the VEHI Gold CDHP plan at the level of coverage single, two-person, parent/child(ren) or family.

In the event that an employee resigns or retires at the end of a school year, his insurance coverage shall cease effective on June 30<sup>th</sup> of that year. Should an employee resign over the summer months and fail to return to employment in August the employee shall be liable for the cost of the Board's allowance for the months of July and August. Health insurance benefits will be pro-rated according to the chart below:

At least 30 hours per week	100% of district benefits
At least 29 Hours but less than 30 hours per week	96.7% of district benefits
At least 28 Hours but less than 29 hours per week	93.3% of district benefits
At least 27 Hours but less than 28 hours per week	90% of district benefits
At least 26 Hours but less than 27 hours per week	86.7% of district benefits
At least 25 Hours but less than 26 hours per week	83.3% of district benefits
At least 24 Hours but less than 25 hours per week	80% of district benefits
At least 23 Hours but less than 24 hours per week	76.7% of district benefits
At least 22 Hours but less than 23 hours per week	73.3% of district benefits
At least 21 Hours but less than 22 hours per week	70% of district benefits
At least 17.5 Hours but less than 21 hours per week	67% of district benefits
Less than 17.5 Hours per week	0% of district benefits

- A. Employees may enroll in any of the four VEHI plans at the single, two-person, parent/child(ren) or family level and will pay the full difference in cost between the above CDHP Gold allowance and the premium charged for the selected plan. Any unused premium allowance will be retained by the Board.

- B. Any covered employee electing not to participate in the health care coverage shall receive, as cash in lieu of health insurance, \$2,500.

Employees must be covered by another health plan to qualify for this buyout. Employees must notify the Superintendent annually during open enrollment of their intent to receive this benefit, certifying that they have alternative coverage. Payment of the cash in lieu of health insurance will be made in substantially equal installments over the course of the contract year and will be pro-rated to correspond with the employee's FTE factor.

- C. The Boards will offer an accompanying Health Reimbursement Arrangement (HRA) for each employee enrolled in a VEHI qualifying plan based on CDHP Gold. Employer will pay the first \$2,150 of out-of-pocket deductible and co-insurance expenses for a single plan and the first \$4,300 of out-of-pocket deductible and co-insurance expenses for a 2-person, parent/child(ren) or family plan. Subsequent to the employer paying the first dollars of out-of-pocket deductible and co-insurance expenses as indicated, the employee will pay the remainder of out-of-pocket deductible and co-insurance costs. If employee chooses a plan other than Gold CDHP, the above Gold CDHP HRA equivalent applies. The employer will cover the monthly per person administrative fee associated with the HRA. There will be a 90-day roll-out period for claims.

**Effective January 1, 2021, the existing 7.5 shall sunset and be replaced with the following provisions:**

7.5 Health Insurance

- A. Commission on Public School Employee Health Benefits.

The Board shall provide employees health insurance and related benefits as required by the arbitration award and the resolution of negotiations by the Commission on Public School Employee Health Benefits pursuant to the provisions of 16 V.S.A. §§ 2101-2108.

In the event that an employee resigns or retires at the end of a school year, his insurance coverage shall cease effective on June 30<sup>th</sup> of that year. Should an employee resign over the summer months and fail to return to employment in August the employee shall be liable for the cost of the Board's allowance for the months of July and August. Health insurance benefits will be pro-rated according to the chart below:

At least 30 hours per week	100% of district benefits
At least 29 Hours but less than 30 hours per week	96.7% of district benefits
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At least 17.5 Hours but less than 21 hours per week	67% of district benefits
Less than 17.5 Hours per week	0% of district benefits

- B. Any covered employee electing not to participate in the health care coverage shall receive, as cash in lieu of health insurance, \$2,500.

Employees must be covered by another health plan to qualify for this buyout. Employees must notify the Superintendent annually during open enrollment of their intent to receive this benefit, certifying that they have alternative coverage. Payment of the cash in lieu of health insurance will be made in substantially equal installments over the course of the contract year and will be pro-rated to correspond with the employee's FTE factor.

7.6 Dental Insurance

The Board shall pay the full premium for individual or two-person or parent/child(ren) dental coverage for covered support staff. These employees may elect family coverage with the additional cost between two-person and family paid for in its entirety by the employees through payroll deduction in accordance with insurance requirements.

7.7 IRS Section 125 Cafeteria Plan

Eligible support staff may elect to enroll in a Section 125 Cafeteria Benefits Plan, in which the employee is able, through a "salary reduction agreement" to allocate a portion of regular pay, before FICA and income taxes, into a special account that may then be drawn upon to pay certain

out-of-pocket medical and dependent care expenses not otherwise covered by employer insurance programs. Employee contributions to these accounts will be deducted at each pay period. Examples of allowable expenses include employee contributions to medical plan deductibles, office visit and pharmacy co-payments, and items not covered by the health insurance plan, such as prescription eyeglasses, and orthodontics treatment. In addition, certain dependent care costs may be paid through using a Cafeteria Plan reimbursement account.

7.8 Long Term Disability

Eligible employees shall be covered by a long-term disability plan with 100% of the premium cost to be borne by the employer.

7.9 Term Life Insurance

The life insurance benefit amount will be \$70,000 for all eligible support staff with 100% of the premium paid by the employer.

7.10 The above insured benefits will be available to any support staff employee who meets the eligibility requirements of each insurance policy and also holds an individual contract with duration longer than ninety (90) days.

7.11 Retirement Savings Plan

Employees may enroll at the time of hire, or at any time during employment, in the LNSU 403(b) and/or the 457 Retirement Savings Plans for Support Staff. Participant may make a written election to change his pre-tax payroll deduction at any time.

A. 403(b) and 457 Retirement Savings Plan

Class 1 Participants: Employees hired prior to July 1, 2008, and who participated in the former LNSU 401(a) Retirement Plan for support staff, shall receive an employer contribution on their behalf to the new LNSU 403(b) Retirement Savings Plan for Support Staff according to the following schedule:

<u>Employee Pre-tax Contribution</u>	<u>Employer Contribution</u>
0%	3.0%
1%	3.5%
2%	3.75%
3%	4.0%

Class 2 Participants: Employees hired on or after July 1, 2008 and those hired before July 1, 2008 who did not participate in the former LNSU 401(a) Retirement Plan for support staff may enroll in the new LNSU 403(b) and/or the 457 Retirement Savings Plans for Support Staff. Employees enrolled in the 403(b) plan shall receive an employer contribution according to the following schedule:

<u>Employee Pre-tax Contribution</u>	<u>Employer Contribution</u>
0%	0%
1%	1%
2%	2%
3% or more	3%

Employees will be vested (the employee’s right to the employer contributions made to their 403(b) account) in the Retirement Savings Plan according to the schedule below:

1 year of service, but less than 2	25% vested
2 years of service, but less than 3	50% vested
3 years of service, but less than 4	75% vested
4 years of service or more	100% vested

Employer contributions for the previous fiscal year will be deposited in employee accounts as soon as possible after July 1 and normally no later than November 1.

B. VMERS (Only for Johnson employees hired prior to July 1, 2017)

Staff who work thirty (30) hours per week and 1,040 hours per year or more are eligible for participation in the Vermont Municipal Retirement System (VMERS). Both employer and employee contribute, with amounts varying based on the option an employee elects. Participation is normally mandatory. Staff may also elect to put a portion of salary into the above referenced 403(b) and/or 457 retirement savings plan, non-contributory by employer. Staff who do not meet the VMERS 30 hour/week requirement are eligible to participate in the above referenced 403(b) retirement savings plan as a Class 2 participant, to which the employer contributes.

7.12 Use of Personal Vehicle & Mileage Reimbursement

A. Members of the bargaining unit, who, with the authorization of their immediate supervisor, use their automobiles in the course of their employment, shall be reimbursed at the current IRS rate.

- B. No employee shall be required to use his car in the course of employment.

#### 7.13 Tuition Reimbursement

To encourage greater participation for professional training, the Board will pay for in-service training, external classes, workshops, clinics, or seminars subject to the following conditions:

- A. The training must reasonably relate to the employee's current or anticipated area of assignment as approved by the Superintendent or his designee. The Superintendent or designee may deny training after consulting with the appropriate supervisor on the basis that said training will not be of value to the educational program or students of the school and/or is unnecessary to fulfill the job requirements of the employee.
- B. Reimbursement shall not be made where actual tuition is not charged.
- C. Upon approval by the Administrator, the Board will pay on behalf of the employee (or reimburse the employee, as the case may be) for workshop or conference registration fees up to a maximum of \$300 per year, or for the tuition cost for one three credit college-level course not to exceed the published UVM in-state rate. Books, lab fees, and other costs associated with college-level academic work are not covered by this provision. Tuition benefits shall be pro-rated according to an employee's FTE.
- D. The employee must provide the Superintendent with verification of attendance in courses and workshops and, for graded course work, must provide proof of a passing grade of at least a "3.0".
- E. Reimbursement shall be paid in advance to the employee upon the approval of the Superintendent. Should the employee fail to attend or complete the prepaid activity or fail to receive at least a "3.0" for graded course work, then said employee shall reimburse the employer the full cost of the activity or course.
- F. Travel expenses, including mileage at the IRS rate, lodging, and meals may be reimbursed, with prior approval of the immediate supervisor, for conferences, courses, workshops or other professional development.

#### 7.14 Uniforms for Lamoille Custodial/Maintenance/Food Service Employees

The Board agrees to provide the custodial/maintenance work group leader and all maintenance staff with a uniform service that includes eleven sets of cleaned uniforms, two coats, and a liner. Custodial and food service staff will also be required to wear shirts and hats chosen and paid for by the administration. Custodial and food service staff will keep the issued items clean and presentable at their own expense. The initial issue to custodians will be 7 T-shirts and no hat; to food service staff, 3 polo shirts and 1 hat.

#### 7.15 Sick Leave Buy Out

Any support staff employee covered by the bargaining units who has ten (10) years of continuous service with the same employer, inclusive of bona fide leaves of absence, and who has attained the age of 55, upon employment termination (except for misconduct or poor job performance) shall be paid for accrued unused sick leave according to the following formula: fifty dollars (\$50.00) will be paid for each unused sick day to a maximum payment of \$7,500. Payment will be made to the employee or his estate in three equal installments, the first due within 60 days of the employee's departure and the remaining two on the first and second anniversary of termination. This is a once-in-a-lifetime benefit and may not be repeated if a former employee who has received this payment is subsequently rehired.

- A. Employee shall submit a formal letter of resignation to the Superintendent no later than the first scheduled work day in January of the employee's final contract year. Specifically, the employee shall: one, call or e-mail the LNSU HR Director by this date that the letter of resignation has been or will be submitted; and two, hand-deliver the letter by this date to the Central Office during C.O. work hours, OR, mail the letter so that it is postmarked no later than December 31. Once the letter is submitted, the employee will no longer be entitled to a contract for the following school year, except as provided in (B) below.
- B. In the case of a major and unforeseeable change in personal life circumstances after an employee has submitted a letter of resignation, such as death or serious disability of a spouse, an employee may ask the Board to rescind the letter of resignation. The Board shall have the sole discretion to grant or deny the employee's request. If the request is granted, then the employee shall be issued a contract consistent with all applicable terms of this Agreement. The Board's decision shall be final and shall not be grievable under Article IV.
- C. An employee who elects to resign without submitting a letter of resignation under the terms of (A) above shall have to wait one year from the date of retirement for initial payment.

### **ARTICLE VIII** **OPEN POSITIONS, TRANSFERS, LAYOFF AND RECALL**

#### 8.1 Open Positions

8.1.1 All vacant bargaining unit positions shall be posted for at least five working days as follows: (1) the Lamoille teachers' rooms and in the specific support staff unit's immediate work area, including for Lamoille paraeducator vacancies, in the Life Skills room; OR (2) in public areas where legal notices are posted at Cambridge Elementary School OR Hyde Park OR Eden; OR Johnson OR Waterville; OR (3) in the staff room of the LNSU Office. In the event an opening occurs after school has recessed for the summer, a copy of the opening shall be posted in the main office.

8.1.2 During the posting period, at the Administration's discretion, a temporary involuntary reassignment may occur in order to ensure student services required under IEP and 504 plans are being met. The employee transferred shall have the right to apply for a voluntary transfer to the posted position and to be considered for a permanent transfer as outlined below.

8.1.3 A current employee, covered by this agreement, shall be given preferential consideration for voluntary transfers to said positions if:

A) He applies in writing during the five (5) day posting period.

B) He is qualified under the terms indicated for the job category in which the vacancy is available.

C) The transfer will not negatively impact student services required under an IEP or 504 plan as determined by the Administration.

8.2 Permanent Involuntary Transfer:

8.2.1 No vacancy shall be permanently filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position. Every effort will be made to avoid the involuntary transfer of an employee during the school year.

8.2.2 An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Superintendent or his designee at which time the employee shall be notified of the reason therefore. Either party may, at his option, have a representative of his choice present at such meeting.

8.3 Layoff

8.3.1 Procedure:

Layoff is defined as the elimination of a position or a reduction of work hours. When it becomes necessary to lay off an employee or a number of employees, selection for layoff shall be in reverse order of seniority within job units, except in the case of certain "1:1" paraeducators, as described below.

A. If the layoff is due to the elimination or reduction in hours of a paraeducator position involving "1:1" individual student support, and the paraeducator who currently holds the position and has always been assigned as a 1:1 para since being hired in a support staff bargaining unit position, then the Principal/Director shall have the discretion to select for layoff either (1) the current incumbent in the position or (2) the paraeducator in the applicable job unit, regardless of assignment, with the least seniority, according to the terms of 8.3.1 C and 8.3.3 below. The layoff decision shall be based on the Principal's assessment of the how well-qualified the two potentially affected employees are in relation to student and program needs.

B. In all other instances, seniority, as determined by paragraph 8.3.1C and 8.3.3 below, shall be used to determine which employee will be laid off, regardless of the reason prompting the layoff.

C. The job units are as indicated:  
Custodian/Driver/Maint Unit  
Food Service Unit  
Computer Tech Services Unit  
Library Services Unit  
Paraeducator/Room Supervisor/Preschool/EEE Unit  
Secretarial/Office Unit  
Planning Room/Behavior Support Assistants  
Speech and Language Assistant Unit  
Bus Drivers

8.3.2 Procedure applicable to LNSU Central Office: Layoff is defined as the elimination of a position; a reduction of hours; or the reduction in scope of responsibilities associated with a position. When it becomes necessary to lay off an employee or a number of employees, selection for layoff shall be based on each employee's performance and total work capabilities as relate to other personnel performing the same general duties.

8.3.3 In all covered organizations, seniority shall be calculated from an employee's most recent date of employment representing continuous unbroken service with the applicable organization. The term "service" as used here is not transferrable between covered organizations.



#### 8.3.4 Notice of Layoff

School Year Employees: Employees who are to be laid off shall be notified as early as possible, but not later than May 15<sup>th</sup> prior to the effective date of layoff. The May 15<sup>th</sup> date may not be applicable for situations beyond the control of the applicable Board. In such cases that Board will notify the impacted employee(s) as soon as possible.

Full Year and Extended Year Employees: Employees shall be notified thirty (30) calendar days prior to the effective date of layoff.

Elimination of 1:1 Paraeducator positions mid-year: Notification of the affected paraeducator(s) shall be immediate as soon as the student's departure is known.

8.3.5 Employees who are laid off in the middle of a contract year shall be given two weeks' notice or two weeks' regular wages in lieu of notice or a combination that ensures that the employee receives two weeks' worth of pay following the date of notice.

#### 8.4 Recall

##### 8.4.1 School Year Employees

A school-year employee who has been laid off shall be recalled to any vacancy within his unit and for which he is qualified to perform, occurring within a one-year period immediately following the effective date of layoff.

A. Notice of Open Positions (Between June 1 and August 15)

Notice of recall shall be by certified mail for any open position between June 1 and August 15. A copy of said recall notice shall also be given to the Association President. The position will not be permanently filled for ten (10) working days during the period of time June 1 – August 15.

B. Notice of Open Positions (From August 15 to June 1)

From August 15 until June 1 the applicable Board will make a good faith effort to notify any School Year and Extended Year employee on lay off status of the opening. The position will not be permanently filled for three working days. If an employee fails to respond within the noted time period in this section, he shall be deemed to have refused the position and to have waived further recall rights under this Agreement.

##### 8.4.2 Full Year or Extended Year Employees

A full- or extended year employee who has been laid off shall be recalled to any vacancy within his unit and for which he is qualified to perform, occurring within a one-year period immediately following the effective date of layoff.

This recall procedure will be consistent with the above 8.4.1-A, except that this procedure shall be used at any time during the calendar year within a ten day period of the vacancy. If the employee fails to respond within the ten days of notice of recall then he shall be deemed to have refused the position and waived further recall rights under this Agreement.

### **ARTICLE IX** **EVALUATION AND FILES**

9.1 Employees shall have the right, upon reasonable request, to review the contents of their personnel file excluding employment references, and may receive a copy of any documents reviewed. An employee will be entitled to have a representative of the Association accompany him during such review. An employer representative may also be present.

No materials derogatory to an employee's conduct, services, character or personality will be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had a chance to review such material and will affix his signature to the copy to be filed with the expressed understanding that such signature in no way necessarily indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his answer will be attached to the file copy.

If any complaint regarding an employee is made to any member of the Administration or employing Board by any parent, student, or other persons, and the complaint is used in any way in evaluating the employee, it will be promptly investigated and called to the attention of the employee. The complaining party shall be identified to the employee unless the complaint is part of an investigation by a law enforcement agency. The employee will be given an opportunity to respond to and/or rebut such complaint.

All employees shall be evaluated by their supervisor at least once a year, preferably within 45 days of their hire date anniversary. All new employees will be evaluated by their supervisor within 90 days of hire. All employees will be given a copy of said evaluation; employees and their supervisors are required to review and discuss the evaluation, within ten (10) working days of the receipt of the evaluation. No such evaluation will be placed in the employees' file or otherwise acted upon without prior conference with the employee.

**ARTICLE X**  
**MANAGEMENT RIGHTS**

10.1 In recognition of the fact that the laws of the State of Vermont vest responsibility in school boards for the quality of education and the efficient and economical operation of schools and their ancillary support functions, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this contract or by a recognized past practice of the parties) the participating Boards retain all rights and powers they now have or may hereafter be granted by law, and they may exercise such powers at their discretion without such exercise being made the subject of a grievance.

**ARTICLE XI**  
**PAYROLL ADMINISTRATION**

11.1 When a payday falls on a Federal or State holiday, paychecks will be available on the last previous LNSU Central Office business day.

11.2 The first pay day for returning extended or school year employees shall be the 5<sup>th</sup> pay day of the LNSU fiscal year payroll schedule.

11.3 All hourly employees covered by this agreement will submit a record of hours worked in a format prescribed by the LNSU Central Office to his supervisor, verifying time taken off during the scheduled work day and all actual hours worked.

11.4 Each employee covered by this Agreement may, before August 1<sup>st</sup> of each fiscal year, make written election to be paid on a current basis for all hours reported on his submitted timesheet, or alternatively, to be paid on a pro-rated basis over 26 pay periods. Once elected, the choice will be irrevocable for that fiscal year and may only be changed in writing for the next contract year prior to August 1<sup>st</sup> of that new year. Unless such notice is given, the employee's prior election shall continue from one fiscal year to the next. In the event that a newly hired employee does not make any written election of payment method upon hire, then the default method of pay shall be on an hourly basis for the rest of that fiscal year, subject to change only by giving written notice by August 1<sup>st</sup> of the next year.

**ARTICLE XII**  
**GENERAL**

12.1 The Board and Association acknowledge that it is the policy of the District, in accordance with all applicable federal and state laws and regulations, to maintain an employment and educational environment free from unlawful discrimination. Accordingly, the District is committed to hiring employees, administering all employment-related matters, and operating all school programs and activities without regard to race, religion, color, ancestry, national origin, sex or sexual orientation, gender identity, marital status, place of birth, physical or mental disability, age, or veteran status, except when such characteristics are bona fide, legal occupational qualifications, or constitute a lawful basis for distinctions in employee benefits programs. This policy applies to all terms, conditions and privileges of employment, including hiring, training, assignment, compensation, benefits, educational assistance, social and recreational activities, termination, and retirement. The Director of Student Support Services is the Title IX and Civil Rights Coordinator and can be emailed at [civilrightscordinator@LNSD.org](mailto:civilrightscordinator@LNSD.org).

12.2 The Board will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

12.3 Copies of this Agreement are available to covered employees on the LNSU website, [www.LNSU.org](http://www.LNSU.org) or electronically from the VTNEA. A hard copy of this Agreement will be provided to each covered new hire with his initial employment contract.

12.4 If any provision of this Agreement or any application thereof to any employee or group of employees is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet within a reasonable time after any such holding for the purpose of renegotiating the provision or provisions affected.

12.5 This Agreement incorporates the entire understanding of the parties on all matters, which were the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this agreement.

12.6 This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

12.7 It is recognized that from time to time specific employee situations arise for which there may not be clear and unequivocal guidance in this Agreement. In these cases either side may propose to document the handling of the situation with a side letter, which will be appended to this Agreement in Appendix E. The inclusion of side letters in Appendix E is for convenient reference only. Such inclusion of side letters does not constitute a permanent negotiated agreement between the parties nor set a precedent for negotiation of successor agreements or the treatment of similar future cases. Paragraphs 12.5 and 12.6 of this Agreement remain in full force and are not abrogated by the attachment of side letters in Appendix E.

12.8 If changes are made due to Act 153/156, Act 46, Act 166 or other legislation implementation, those will be outlined by side letter as agreed by the parties and consistent with then applicable State law.

12.9 Reporting assault on support staff members. A support staff member shall immediately report cases of assault suffered by him in connection with his employment to his Principal or, in the Principal’s absence, to another Administrator. The Administration shall immediately initiate a Workers’ Compensation “First Report of Injury” and take the member’s statement about the incident. The Administrator will also immediately notify Human Resources and the Association president or building representative.

### ARTICLE XIII DEFINITIONS

Unless otherwise indicated elsewhere in this Agreement, the following terms as used herein shall mean:

<b>Administration</b>	The Director, Principal, Superintendent and/or their designees.
<b>Association</b>	The Lamoille North Unified Education Association, an Affiliate of the Vermont NEA and NEA, which includes employees of the Lamoille North Modified Unified Union School District, Cambridge Elementary School, and the LNSU.
<b>Board</b>	The Lamoille North Modified Unified Union School District, The Cambridge Board of School Directors and/or the LNSU Board of Directors.
<b>Casual Employee</b>	Those individuals who work 10 or fewer hours per week. These employees are not covered by this Master Agreement.
<b>Computer Technology Services Job Unit</b>	Lamoille, CES, and Hyde Park Technical Assistants, Lamoille Technology Specialist and Technology Coordinator and Johnson Technology Coordinator.
<b>Contract Year or Year</b>	A one-year period beginning July 1 and ending the following June 30. Contract years correspond to District Fiscal Years.
<b>Custodian/Driver/Maintenance Job Unit, Work Group Leader, and Maintenance Manager</b>	Custodial and maintenance workers, bus and van drivers (and others who may drive school-owned motor vehicles as part of their duties), and the work group leader.
<b>Eligible Employee</b>	An Employee deemed eligible for benefits as determined by eligibility criteria contained in the benefit plans or as set by the benefit provider or insurer, regardless of job classification, unless otherwise stated.
<b>Food Service Job Unit</b>	Cafeteria and kitchen workers
<b>FTE</b>	Full-Time Equivalent.
<b>*Full Time, Full Year Employee* (** Designates an employment status definition.)</b>	At least 230 work days per year excluding paid vacation, leave, and holidays. At least 30 hours per week.
<b>*Full Time, School Year Employee*</b>	At least 175 workdays, but not more than 195 workdays per year, excluding paid holidays. At least 30 hours per week.
<b>*Full Time, Extended Year Employee*</b>	At least 196 workdays, but not more than 229 workdays, excluding paid holidays. At least 30 hours per week.
<b>Hours Worked</b>	For purposes of calculating benefit eligibility the hours worked will be determined based on the employee’s total hours regularly scheduled in a 5 work day week for any and all non-supplemental positions the employee works in the District.
<b>Immediate Family</b> (This term applies only to Bereavement Leave and Non-FMLA/ VPFL Family Leave.)	Sibling, Child, Parent, Grandparent, Spouse or Civil Union Partner, Grandchild, Parents of a Spouse or Civil Union Partner, or Resident member of the household. See 6.4 for full bereavement leave language.
<b>In session</b>	Any time that could be counted toward meeting State minimum school attendance requirements.
<b>Job Classification</b>	A unique individual job or a group of individual jobs with largely similar qualifications, duties and responsibilities. Each job classification has a “job classification title” and is assigned to a level or pay grade with the pay schedule.
<b>LNSU</b>	The Lamoille North Supervisory Union
<b>Library Staff Job Unit</b>	Library Clerical Assistants, Library Technical Assistants
<b>Office Staff Job Unit (CES, one Hyde Park and Lamoille only)</b>	Administrative Assistant, Registrar, Secretaries, and Receptionist.

<b>Office Staff Job Unit (LNSU C.O. only)</b>	The Assistant to the Student Services Director, Business Assistant, Business/Medicaid Billing Assistant, Driver/Custodian
<b>Paraeducator/Room Supervisor Job Unit</b>	All paraeducators and room supervisors, including program or 1:1 paraeducators.
<b>*Part Time, Full Year Employee*</b>	At least 230 work days per year, excluding paid vacation leave and holidays. Less than 30 hours per week.
<b>*Part Time, School Year Employee*</b>	At least 175 workdays, but not more than 195 workdays per year, excluding paid holidays. Less than 30 hours per week.
<b>*Part Time, Extended Year Employee*</b>	At least 195 workdays, but not more than 230 workdays per year, excluding paid holidays. Less than 30 hours per week.
<b>Planning Room Unit</b>	Planning Room Supervisors, Opportunity Room Supervisors
<b>Principal</b>	The Principal or Director of a specific School or his designee.
<b>Regular Schedule</b>	The hours and workdays assigned by the Principal or his designee at the time the position is assigned. Such schedule may be adjusted due to changes in personnel, staffing levels, and building needs as determined by the Principal or Central Office supervisor.
<b>Resident member of household</b> (used in definition of Immediate Family, above)	Any person living permanently or for an extended period of time in the primary residence of the employee and for whom the employee has financial responsibility or with whom the employee shares the financial responsibility for operation of the household.
<b>School or Lamoille Middle, Lamoille High, GMTCC, CES, Eden, Hyde Park, Johnson, Waterville or LNSU</b>	Any of the schools comprising Lamoille North Modified Unified Union School District, the Cambridge Elementary School, or the Lamoille North Supervisory Union.
<b>Speech and Language Unit (CES and Hyde Park)</b>	Speech and Language Technical Assistants
<b>Superintendent</b>	The Superintendent of the LNSU or his designee.
<b>Support Staff</b>	A collective term referring to employees who work in positions that do not require a VTDOE educator's license. "Support staff" does not include employees of the Central Office or individual school districts who are deemed confidential or managerial. In the context of this Agreement, "support staff" will refer to those employees covered by Article 1.2.
<b>Temporary Employee</b>	Those individuals who work on a short term basis (for example, to replace a staff member on leave, assist with a special project, or serve as an intern). These employees are not covered by this agreement.
<b>Work Day</b>	Day employee is scheduled by supervisor to perform duties associated with the employee's job.
<b>Work Week</b>	The work week begins on Sunday and ends on Saturday.

**ARTICLE XIV  
DURATION**

14.1 The provisions of this Agreement will be effective as of July 1, 2020, and will continue and remain in full force and effect until June 30, 2021. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives written notice to the other not later than November 1, prior to the expiration date or any anniversary thereof, of its desire to reopen this Agreement and to negotiate over terms of a successor Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 13th day of August, 2020.

LAMOILLE NORTH SUPERVISORY  
UNION BOARD OF DIRECTORS

LNSU EDUCATIONAL SUPPORT PERSONNEL UNIT  
OF THE LAMOILLE NORTH UNIFIED EDUCATION ASSOCIATION

BY:

BY:

  
For the Board

  
For the Association

CAMBRIDGE TOWN SCHOOL DISTRICT  
BOARD OF DIRECTORS

CES EDUCATIONAL SUPPORT PERSONNEL  
UNIT OF THE LAMOILLE NORTH UNIFIED EDUCATION  
ASSOCIATION

BY:

BY:

  
For the Board

  
For the Association

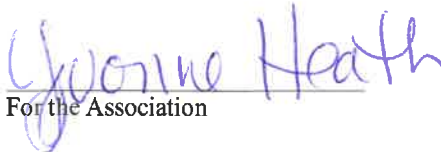
LAMOILLE NORTH MODIFIED UNIFIED  
UNION SCHOOL DISTRICT BOARD OF  
DIRECTORS

LNMUUSD EDUCATIONAL SUPPORT PERSONNEL UNIT  
OF THE LAMOILLE NORTH UNIFIED EDUCATION ASSOCIATION

BY:

BY:

  
For the Board

  
For the Association

## **Appendix A: Corrective Action Guidelines for Inappropriate Conduct or Poor Job Performance**

The Boards and Associations agree that when serious problems involving job performance or conduct occur, support staff employees should be treated with respect, in a fair and consistent manner, and in accordance with recognized principles of due process. In making a commitment to these principles for handling employee performance or conduct problems, the Boards reserve the right to modify, interpret, and adapt the following general guidelines as deemed appropriate to specific situations.

The Boards and Associations recognize that reasonable and generally recognized standards for job performance and conduct must be maintained in any work setting, and that such standards are for the most part demonstrated regularly by individual employees without any need for specific action by the immediate supervisor. However, when an employee does not demonstrate recognized job standards, the immediate supervisor is responsible for taking appropriate steps to correct the problem.

The Boards and Associations also agree that the first principle underlying management efforts to deal with employee job performance or conduct problems should be correction, not punishment and that there are varying degrees of unsatisfactory job performance and conduct, which may require different corrective or disciplinary measures. In most instances, formal action will be taken only after the immediate supervisor has met with the employee to discuss the problem and made a good faith effort to resolve it informally. Should the immediate supervisor believe a performance or conduct problem requires the initiation of a structured corrective action process, the next level supervisor, usually the Principal (or Superintendent) will be consulted regarding the best way to handle the problem.

The usual sequence of formal corrective actions is as follows:

*Initial Advisory.* This will be an oral discussion between the employee and his supervisor, supported by a written notification to the employee that any subsequent conduct or performance that fails to meet acceptable standards will result in further action. The supervisor will keep a copy of this initial written notification, and will submit a copy to the Principal (or Superintendent); however, an initial advisory notification will not be placed in the employee's central personnel file. This process may or may not be repeated more than once at the supervisor's discretion. Employee shall be entitled to have a representative of the association present during such meeting.

The supervisor may give an initial advisory without notifying the employee in advance of the nature of the discussion. However, following such an initial advisory discussion, the employee may at his discretion request a follow up meeting with the supervisor with a representative of the Association present, such meeting to be scheduled within two days unless the employee agrees to a later date.

*Formal Written Warning.* A formal written warning will be initiated by a meeting between the employee, supervisor, and Principal, (or Superintendent or her designee), at which time the employee will be informed of the specific reasons for the warning and will be given the opportunity to offer his reasons and arguments in mitigation or extenuation. Such meeting will be followed within 2 days by issuance of an official memorandum from the supervisor to the employee, with a copy for the employee's central personnel file. Please refer to 9.1 Evaluation and Files. The employee will have the option of having an Association representative present when a formal written warning is to be issued. Both the discussion and the warning will refer to one or more specific previous oral discussions, will be sufficiently detailed so as to let the employee know how he has failed to meet recognized standards, and will suggest, if appropriate, a course of action to improve the condition, as well as a time period to be allowed for the resolution of the problem.

The warning will also notify the employee that failure to meet the required standards may result in suspension, dismissal, non-renewal of contract, or other action. The warning notice will include space for the employee's comments, and will contain the employee's signature, indicating only that he has received and read a copy of the warning notice.

*Termination of Employment.* When, after appropriate steps have been taken to correct a job performance or conduct problem, dismissal or non-renewal of contract for just and sufficient cause is recommended by the immediate supervisor, the recommendation will first be reviewed by the Principal (or the Superintendent), and if supported by this second level review, then implemented. If the employee is dismissed, he normally will be given two weeks severance pay.

*Immediate Discharge.* Discharge without prior warning may be appropriate for a serious first offense, for example, gross negligence or misconduct, dishonesty or theft, fraud in securing a position, willful damage of property, reporting to work under the influence of illegal drugs or alcohol, or any other similar behavior that is contrary to the best interests of the school and the district. In such cases, the employee will be paid only through the date of termination.

<b>APPENDIX B:</b>	All Units									
<b>Holidays</b>	Full Year EE	School/Extend. Year EE								
4 <sup>th</sup> of July	X									
Labor Day	X	X								
Veteran's Day	X	X								
Day before or after Thanksgiving	X									
Thanksgiving	X	X								
Day before or after Christmas	X									
Christmas	X	X								
Day before or after New Year's Day	X									
New Year's Day	X	X								
MLK Day	X	X								
President's Day	X	X								
Town Mtg Day	X	X								
Memorial Day	X	X								
<b>Sick Leave (x days pr # of hours worked in a standard day) See Article 6.1.2</b>										
Annual Days	15	15								
<b>Max accrual</b>	150	130								
Family Leave outside of FMLA/VPFL	5	5								
<b>Personal Days</b>										
	3	3								
<b>Bereavement Leave</b>	5/occ.	5/occ.								
<b>Professional Leave</b>	3	3								
<b>Vacation (See Article V)</b>										
	Except as noted below, full year employees will earn vacation on a monthly basis as follows (based on 7.5 hour work day)									
<b>1<sup>st</sup> Year of Service</b>	6.25 hours/month starting <i>after</i> 1 month of service									10 days
<b>1<sup>st</sup> day of 2<sup>nd</sup> year of svc. Through 5<sup>th</sup> yr</b>	6.25 hours/month†									10 days
<b>6<sup>th</sup> anniversary date through 10<sup>th</sup> yr</b>	9.375 hours/month									15 days
<b>11<sup>th</sup> anniversary date and thereafter</b>	12.5 hours/month									20 days
	†After 1 year of service, employees may access their vacation time before it is earned, not to exceed the total number of hours earned in that year									

<u>Classification</u>	<u>Title</u>	<u>Pay Grade</u>	<u>Incumbents</u>
<b>Food Service</b>			
	Cafeteria Monitor	3	
	Food Service Worker	3	Various
<b>Transportation</b>			
	CDL Driver		Various
	Non CDL Driver	4	Various
	Coordinator		Newcomb
<b>Administrative/Office</b>			
	Secretary/Receptionist	3	Deuso
	School Secretary	4	Brown, Hurlburt, Aither
	School Registrar	5	Cooney, Santa Maria
	School Administrative Assistant	6	Fletcher, Collier, S. St. Cyr, Irish
	Business Assistant	5	Jourdan
	Student Services Assistant	6	Michaud
<b>Custodial &amp; Maintenance</b>			
	Custodian	3	Various
	Maintenance Specialist	4	Alexander, Domina, Everett
	Custodial Workgroup Coordinator	5	vacant
	Operations & Maintenance Coordinator	7	Tallman, Jones, Towle, Slaimen
<b>Technology &amp; Media</b>			
	Technology Assistant	5	Boyce, Martin,
	Library Assistant/Library Tech Assistant	3	Stead, Huffman, Greene
	Technology Specialist	6	Nemeth
<b>Student Services</b>			
	Paraeducators Para, SLP Assistant Para, EEE Aid Intensive Needs Paraeducator	3 3 + \$2	Various
	Floater Short Term Substitute	4	Vacant
	Study Hall Supervisor	4	Shaw
	Planning Room (Discipline Coordinator)	4 (6)	Bourdeau, Morin, Blaisdell, Parrett (Martin)
	Behavior Specialist	9	Belitsos