

Lebanon Support Staff
Negotiations

2020-2023 CBA Final

PROFESSIONAL AGREEMENT
BETWEEN
THE LEBANON SUPPORT STAFF
AND
THE LEBANON SCHOOL BOARD

EFFECTIVE DATES:
July 1, 2020- June 30, 2023

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Article 1

Recognition

For the Purposes of collective negotiations under NH RSA 273-A, the Lebanon School Board (Board) recognizes the Lebanon Support Staff Association (Association) as the exclusive representative of regular employees appointed as custodial, maintenance, licensed trade professionals, Licensed Practical Nurses and paraeducators. Temporary or substitute employees are not included in the bargaining unit. For purposes of this article, custodial staff, maintenance staff and licensed trade professionals shall cease to be considered "temporary" if they work more than 120 work days in any contract year (July 1 June 30).

Definitions:

The following list of terms will be used frequently in this agreement and when they are used they will refer to the definitions described below unless otherwise stipulated.

- 1) The term "district" means the Lebanon School District.
- 2) The term "school" means any work location.
- 3) The term "employee" means a person included in the bargaining unit.
- 4) The term "board" and "employer" means the School Board or any of its agents.
- 5) The term "association" means the Lebanon Support Staff/NEA-NH.
- 6) Whenever the singular is used in this agreement it is to include the plural.

Article 2

Association Rights

With the approval of the Superintendent or her/his designee, the Association may use school buildings and equipment for Association business in accordance with district policies. The Association may post notices of its activities on bulletin boards designated for such purpose by the Superintendent or her/his designees and may distribute notices and other communications to unit employees through their mailboxes and District email. Association members may receive telephone calls during school hours provided such calls do not interfere with the employees' duties.

At the beginning of every school year the Association shall be credited with three (3) person-days. i.e., three (3) total days to be used between and among officers or agents of the Association to conduct Association business. Such use, with pay, is to be at the discretion of the Association. The Superintendent will be notified no less than twenty-four (24) hours prior to the commencement of such leave.

The Association shall be given sufficient time on the agenda of the orientation program for the new support staff to explain Association activities. Such time shall be scheduled by the Superintendent, or designee, and shall not exceed thirty (30) minutes.

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The School Administrative Unit office will, upon request, provide the Association with a bargaining unit list with the following information: name, date of hire, rate of pay, step, track, %FTE, contracted days per year, position, job title, and work site.

The Association may use the District e-mail system, subject to the School District's Acceptable Use Policy, for communication to members of the bargaining unit.

Article 3 Management Rights

Except as specifically abridged or limited by the provisions of this agreement, all rights, powers, and authority of the Board and its agents to manage, direct, and supervise all of the operations of the Lebanon School District and all its employees in all of its phases and details shall be retained by the Board and its agents.

Article 4 Negotiations Procedure

The Support Staff shall submit a letter of intent to bargain on or before September 15 and negotiations will be conducted in accordance with NH RSA 273-A. Upon request and for the purposes of negotiations, the board will provide the association with the names, pay rates, and benefits costs of support staff. This will require a written request through the Superintendent.

The Board shall distribute copies of this agreement via email to all bargaining unit members in a text-searchable PDF format within 30 days of signing by the parties.

Article 5 Vacancies and Transfers

Vacancies: A vacancy exists when the Superintendent determines that a particular position will be filled, sets the duties, location and shift of the position and posts an announcement of the vacancy in each building. Employees may apply for transfer to any announced vacancy. To apply for a transfer, employees shall submit an application through the District's online application system, providing at the least the necessary minimum requirements. The period between the posting of a vacancy and closing of the application period will be at least five (5) working days.

Transfers: The Superintendent may transfer employees either voluntarily or involuntarily, to vacancies, or at other times, if he/she believes such transfer meets the needs of the District.

When transfers occur as a result of performance problems, a written explanation by the Superintendent will be provided to the employee. The Superintendent will consider seniority and qualifications in making a decision on requests for transfer. However, this does not preclude the Superintendent's authority to deny a transfer.

Article 6 Reduction in Force

If the Board determines it necessary to decrease the number of staff or eliminate any position, the Board may lay off the necessary number of staff but only in the inverse order of the district seniority of such staff. A staff member whose position has been reduced, who is qualified for another area or position may displace a staff person in the other area or position with less seniority. If the reduction of the least senior staff member would result in serious disruption to a student's educational program, the Superintendent shall notify the President of the Association, explain the circumstances and will reduce the next least senior staff person. No staff person may be prevented from securing other employment during the period the staff person is laid off under this article. When staff positions become available, laid off staff members shall be reinstated in the inverse order of their being laid off, provided that they are qualified to assume the available position(s). The Board shall prepare a seniority list which indicates the dates of employment of all members of the bargaining unit. When preparing such a list, the initial date of employment will be the first day of work as noted by the SAU 88 payroll department. Such list will be posted in September in each building. A copy of the list shall also be provided to the Association President. Failure to provide the list to the Association President shall not be grievable, nor shall it impact the validity of such list. The Association shall review the list and bring to the Board's attention any errors therein or omissions therefrom within thirty (30) days of receipt.

In the event of a tie in seniority between two or more employees, the following factors will be considered in the order stated:

- a. Date of nomination by the Principal to be submitted within two work days of oral acceptance of a job offer;
- b. Date of election by the Board;
- c. Date of written offer of employment

A recalled staff member's credit for such previous years of service shall not be lost as a result of the layoff and such recall rights shall remain in effect for two (2) years following the school year in which the layoff notice was effected.

Seniority within the bargaining unit shall be lost upon termination, resignation, or retirement. Upon transfer to a position outside of this bargaining unit in the District for more than one year, an employee's seniority shall be frozen based on the original date of transfer, subject to renewal if the employee is rehired to a bargaining unit position.

Article 7 Fair Treatment

The supervisor will notify an employee of disciplinary action as soon as possible and will describe the incident, job deficiencies, or behavior which gave rise to the disciplinary action. Discipline shall be progressive with the understanding that some egregious actions on the part of the employee may give rise to immediate dismissal. Disciplinary action will normally be issued in the following order: verbal warning (which may be memorialized in writing), written warning, suspension with or without pay, and termination. Discipline may be issued out of order if the conduct justifies more severe discipline. If the problem is remediable, the supervisor shall provide a written corrective plan and a period of improvements. Discipline must be fairly imposed and factually supported. The above protections become available to an employee after a 13 Work Week probationary period.

An employee is entitled to have an association or other representative present when being disciplined. Such representation must be available within three (3) days. If the Superintendent determines that the infraction or delinquency requires immediate action, s/he may suspend the employee or take other action until representation is available. All information forming the basis for disciplinary action will be made available to the employee.

Article 8 Evaluations

The Superintendent will provide employees with written job descriptions which will include designation of supervisor. All bargaining unit members will have at least one evaluation annually completed by the Building Principal or designee in accordance with the annual Paraeducator's Evaluation Handbook where applicable, and with input from their collaborating teacher. Employees will sign and be given a copy of their evaluation and may submit a written response to be attached to the copy of the evaluation maintained in the District's personnel file for that employee.

**Article 9
Grievance Procedure**

1. Grievance: An alleged violation or misapplication 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: In this article, days shall refer to school days except during the summer when days will be Monday through Friday excluding holidays.

4. Immediate Supervisor:

For paraeducators the immediate supervisor shall be the building_principal or designee. For custodians, maintenance personnel and licensed trade professionals, the immediate supervisor shall be the Director of Facilities. For LPNs, the immediate supervisor shall be the Director of Student Services.

5. Rights to Representation: The aggrieved party may be represented at all stages of the grievance procedure by him herself or another representative or, at the grievant's option, 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 present its position in writing to the Superintendent.

6. Time Lines: A grievance must be submitted within the time limits set forth in each step. Timelines may be extended through mutual agreement. If the grievant fails to meet an unextended timeline, the grievance shall be considered settled at the preceding level. If management fails to meet an unextended timeline, the grievant or the Association may appeal the grievance to the next level.

7. Procedure:

Step 1 – Immediate supervisor – Informal attempt to resolve the grievance. The grievance must be presented informally to the immediate supervisor within 15 days of the date

the grievant knew or should have known of the incident which gave rise to its existence. The immediate supervisor will decide within 5 days of receipt.

Step 2 – Superintendent – Formal consideration of the grievance by management. If the grievant is not satisfied with the decision at Step 1, he/she may formally appeal the decision to the Superintendent within ten (10) days after receipt of the initial decision of the Immediate Supervisor. The appeal shall be in writing and specify:

- a. The act of the District giving rise to the complaint;
- b. The specific provisions of this contract alleged to have been violated or misapplied; and
- c. The remedy sought by the grievant.

The Superintendent shall issue a decision in writing to the grievant, with a copy to the Association president, within twenty (20) days of receipt of the formal grievance.

Step 3 – Arbitration – If the decision of the Superintendent does not resolve the grievance, the Association must notify the Superintendent, in writing, that it wishes to submit the grievance to arbitration within twenty (20) days of receiving the Superintendent's decision. The parties will attempt to mutually agree upon an arbitrator within the next ten (10) days. If attempts to mutually agree upon an arbitrator are unsuccessful, the matter may be referred to the American Arbitration Association or the NH PELRB for an arbitrator to be appointed under their rules and regulations. 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. The Arbitration decision will be final and binding.

8. Records: All documents, communications and records specifically dealing with the processing of a grievance may be retained, but must be filed separately from the personnel files of the participants and shall not be forwarded or referred to in communication with any prospective employer. If a disciplinary action results in a grievance, that disciplinary action and related documentation may be part of the personnel file unless the outcome of the grievance requires otherwise.

**Article 10
Retirement**

The District will participate in the New Hampshire Retirement System for eligible employees. Employees who were employed by the District on or before July 1, 2017, shall receive a lump sum check equal to 25% of their final year wages within sixty (60) days of the end of the school year in which the employee retires. A member is eligible to receive the retirement bonus only if on or before November 1 of the school year during which the employee retires he/she (1) is age 55 or older, (2) regularly works 30 hours or more per week, and (3) has provided at least 12 years of service to the Lebanon School District and (4) has submitted written notice to the Superintendent of his her intent to retire.

In the event that more than 8 members are eligible to receive the retirement bonus in any year, the bonus shall be paid to those 8 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.

**Article 10A
Tax Sheltered Annuity**

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

For employees hired after July 1, 2017, the Board will match the employee's 403b contribution at a rate of \$0.50 for every \$1.00 contributed by the employee. The employer's match shall be capped at 2% of the employee's annual wages. Employee contributions under this article may be directed to the service provider that they have utilized under the previous collective bargaining agreement. All new accounts will be with a plan managed by the District's Third Party Administrator. All fees charged by the District's Third Party Administrator or their partners and affiliates will be incurred by the District, unless the District's Third Party Administrator offers a plan of equal or similar type and/or design to the plans offered under previous collective bargaining agreements (e.g., Fidelity, Vanguard, T. Rowe Price. or VALIC), in which case new members will be responsible for any such fees. Payments will be made under the Department of Labor and IRS requirements. Enrollments in the program must be completed by December 1 for the following school year.

Article 10B
Longevity Payout at Separation

Upon completion of 10 years' service to the Lebanon School District, any bargaining member leaving the District's employment shall receive \$125.00 for each year employed unless the member was terminated for cause. This Article shall expire on June 30, 2023.

Article 11
Insurance Benefits

The Lebanon School District will provide the following insurance benefits for employees who are regularly scheduled to work at least 30 hours per week:

- A. Dental Insurance - the total premium cost of the current Cigna Dental plan or its equivalent with the following benefits and limits:
Coverage A - 100% coverage
Coverage B -100% coverage
Coverage C – 50% coverage
No deductible, annual plan maximum benefits is \$1000 per person per year.

Any employee who waives dental insurance coverage to which her or she is entitled shall receive a payback from the District in the amount of 30% of what would have been the District's cost for coverage. For example, an employee entitled to the family plan coverage would receive 30% of the cost of the family plan.

- B. Long Term Disability Insurance —The District shall provide long-term disability benefits to bargaining unit members, with a benefit level equal to sixty-six and six tenths percent (66.6 %) of the member's pay to \$500 per week. After available sick days are used, the employee may submit a request for additional time from the sick bank until long-term disability begins.
- C. Life and A.D.D. Insurance - Equal to Individual Salary.
- D. Medical Insurance: Employees are eligible for coverage by the district's health plan if they are regularly scheduled to work 30 or more hours per week for at least 180 days per year. Part time employees scheduled to work at least 20 but less than 30 hours per week, who subscribe to the health insurance plan shall receive \$1500 toward payment of the premium. The employee shall pay the difference.

The Lebanon School District will pay the following percentages of the total premium cost of the School Care Yellow Plan with Choice Fund or its equivalent with any change in plan to be made through mutual agreement, 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. If the employee does not provide an affidavit or the spouse has such insurance available and elects to be insured by the District's plan. The Lebanon School District's contribution shall be 6% less than the percentages below. Payroll deductions for the employee's share of the premium shall be made in accord with Section 125 of the IRS Code.

2017-18 District contribution:	94.5%
2018-19 District contribution:	94.5%
2019-20 District contribution:	93%

LSS agrees that, upon reasonable notice to it by the Lebanon School Board, the Board may reopen negotiations regarding health insurance in the event that the health insurance plan identified above will result in the imposition of any related fees, fines, taxes or penalties, including, but not limited to the ACA excise tax on high cost health insurance. Negotiations shall be reopened for the sole purpose of agreeing on an alternative health plan and redistribution of any savings realized. In the event that the parties are unable to agree to an alternative plan prior to the deadline for the District to switch plans for the next school year, the health insurance plan in place at the time will be continued and any fees, fines, taxes or penalties shall be borne equally by employees and the District. Each employee will pay fifty percent (50%) of the fee, fine, tax or penalty attributable to his/her insurance plan through payroll deductions.

- E. Sick Bank: A sick bank exists for use during absences for medical reasons after a member has utilized all of his or her sick leave and personal leave benefits and until benefits from Long Term Disability coverage are available. All new hires will contribute one sick day to the sick bank upon being hired. If the sick bank total is less than 160 days as of September 30 in any contract year, then 5 days will be taken from the annual entitlement of members whose sick day totals already exceed the maximum of 90 days. If additional days are needed, one day shall be taken from the accrued sick days of all continuing unit members. i.e., those who are in their second year or later. The granting of sick bank day benefits to members will be made at the

discretion of the Superintendent and the President of the Lebanon Support Staff. Any member may apply for the use of sick bank days by writing a letter of request to the Superintendent and the LSS President. Their decision will be based on the documentation presented as evidence of an illness or 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.

- F. Section 125 Plan - Employees may participate in the district's IRS Section 125 Plan.
- G. Retiring employees may buy in to the District Health Insurance plan at their own expense until age 65.
- H. When an employee opts out of health insurance coverage to which he or she is entitled, and provides the District with proof of other group insurance, the employee will receive a payback from the District in the amount of \$1000 for single coverage, \$2000 for two person coverage and \$4000 for family coverage. In the case where both spouses are employed by the District, the District will pay 100% of the insurance premium at the applicable level in lieu of this benefit.
- I. Health and Dental insurance shall be provided at the single, two person and family coverage levels for all employees and their legal dependents as described by sections 105b and 152 of the IRS code. Any dependent benefit required under NH Law but not recognized as a dependent by the IRS code listed shall be included at the employee's expense.

Article 12 Deductions

The Board agrees to deduct from the salaries of its support staff dues for membership in the Lebanon Support Staff/NEA-NH, the New Hampshire Education Association, and the National Education Association provided said members voluntarily authorize, in writing, the Board to make such deductions. The Board will deduct and transmit the monies to the Lebanon Support Staff NEA-NH within five (5) days of the last paycheck each month, starting in October. Employees who elect to have dues deducted may authorize these deductions by completing the appropriate form on or before October 1st. Those who choose continuing deductions shall be required to submit the appropriate form and the district shall place the form on file.

Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the employer shall deduct equal amounts for each pay period beginning the first pay period in October.

Members who are hired or who elect to join the Lebanon Support Staff subsequent to the opinion of the school year will have their annual dues determined on a prorated basis from the initial date of employment. Members who resign from the Lebanon Support Staff in the course of the school year authorize the Board to deduct support staff dues from their wages for one additional month beyond the date of resignation and to transmit the monies to the Lebanon Support Staff/NEA-NH.

Article 13

Wages

A. Wage Schedule

A step schedule (see Appendix A) is in effect for the duration of the contract. A new hire with no experience shall be placed on step one (1). Steps shall equal years of experience. For example, a new hire with five years of experience shall be placed on step five (5). New hires may be given credit for relevant experience from prior employment, but in no case will a newly hired employee be placed on a higher step than a current employee with equal experience. The Superintendent shall make the determination of relevant experience for each new employee and will provide this information and step schedule placement to the current president of the LSS by September 30th and upon reasonable request by the LSS President.

Custodians regularly scheduled to work second or third shift shall receive a per hour stipend as indicated in Appendix A.

In the 2020-2021 School year, all members on steps 1-19 who received a “satisfactory” or equivalent ranking on their performance evaluation for the previous year will receive a step increase and the wage schedule will be increased by 2.0%. All employees whose wages are above step 20 will receive a ~~1.75%~~ 2.0% increase to their base pay provided they received a “satisfactory” or equivalent ranking on their performance evaluation for the previous year. In addition, eligible employees shall move an additional step (or steps) so that their step equals their years of experience in Lebanon. This provision applies to employees whose current step is less than their years of experience in this bargaining unit. For example, an employee who is currently on step 16, but has been in the bargaining unit for 17 years, shall move to step 18 at the start of the 2020-2021 school year.

In the 2021-2022 School Year, all employees on steps 1-19 who received a “satisfactory” or equivalent ranking on their performance evaluation for the previous year will receive a step increase and the wage schedule will be increased by 2.0%. All employees whose wages are above step 20 will receive a 2.0% increase to their base pay provided they received a "satisfactory*" or equivalent ranking on their performance evaluation for the previous year.

In the 2022-2023 School Year, all employees on steps 1-19 who received a “satisfactory” or equivalent ranking on their performance evaluation for the previous year will receive a step increase and the wage schedule will be increased by 1.75%. All employees whose wages are above step 20 will receive a 1.75% increase to their base pay provided they received a “satisfactory” or equivalent ranking on their performance evaluation for the previous year.

Withholding of a step increase shall be subject to the grievance procedure.

B. Payment of Wages

The District is on a bi-weekly pay schedule. In accordance with RSA 275:43, employees will have the option to be paid their annual wages in 26 equal installments throughout the year, with the final installment being a reconciliation payment which will reflect any adjustment needed to compensate the employee for actual hours worked during the year. It is understood that the final reconciliation payment may be less than the previous installments if the employee did not work his or her contracted number of hours. An employee must submit an election form to the Business Office prior to the first pay period of each year of the contract in order to be paid in equal installments.

When an employee leaves the employment of the District, any pay for days not worked may be withheld from the employee's final payroll check, or if the final pay is not sufficient, the employee will be required to reimburse the District for the difference.

C. Overtime

Overtime rates will be paid for hours actually worked in excess of 40 hours in a given work week. Time spent on leaves is not counted toward the 40 hour minimum. Employees who volunteer to work at a special event on a paid holiday will be paid at the overtime rate for those hours. Emergency hours for which an employee is "called in" to the job will be paid overtime rate if the hours are needed at times when the employee would not normally work. This does not apply to temporary or part time assignments.

D. Longevity Bonus

Employees who are on step 20 or whose wages are above step 20 will receive an annual longevity payment, payable in a single installment in the last payroll of June, in the following amounts:

5th through 9th years of service to the Lebanon School District: \$150

10th through 14th years of service to the Lebanon School District: \$200

15th+ years of service to the Lebanon School District: \$250

Employees must be employed on June 30 to be eligible for the longevity bonus.

E. Compensation for Acting as a Substitute

When paraeducators cover for classroom teachers, they shall be paid an additional \$4.00 per hour over their current hourly rate. To be eligible for this additional substitute pay, the following conditions must be met: (1) the need for a classroom substitute must be entered into the District's absence management system; (2) the paraeducator must cover the class without an additional substitute in the classroom for the full school-day; and (3) the request for substitute coverage must be approved in advance by the building principal or designee.

F. 1:1 Significant Support Needs Differential

Paraeducators who are assigned to work with 1-on-1 students with significant support needs as determined by the Superintendent or designee, shall receive an additional \$1.50 per hour pay differential. Paraeducators being assigned to significant support needs positions shall be notified in advance of this provision. Only paraeducators who are assigned to a significant support needs position shall be entitled to this differential. The determination whether an assignment qualifies for this significant support needs differential shall be based on (but is not limited to) whether the paraeducator is assigned to work: (A) with students with physically aggressive behavior requiring repeated physical intervention; (B) with students with developmental needs requiring assistance with self-care (e.g. toileting, feeding); (C) with students who require specific medical support as authorized by a school nurse; or (D) with students who require the services of an adult with specific certification/training not related to behaviour or self-care as set forth in (A)-(C) above (e.g., fluency in sign language). The determination of whether a job assignment qualifies for the significant support needs differential is not subject to the grievance procedure in Article 9.

Article 14

Hours of Work**14.1 Work Year**

The standard work year for paraeducators and LPNs will be 183 days plus holidays in each year of the contract. The standard work year for custodians, maintenance personnel and licensed trade professionals shall be 250 days plus holidays in each year of the contract. At the discretion of the Superintendent, new employees may be scheduled to work one additional day for orientation purposes.

14.2 Work Day

All employees will be entitled to an unpaid meal break of thirty (30) minutes each day. Custodians, maintenance personnel and licensed trade professionals may also take one fifteen (15) minute paid break each day, provided workloads permit. Breaks will be scheduled at the discretion of the supervisor. If workloads do not permit the taking of a fifteen minute break, that break will not be taken at the end of the shift in order to leave early. Starting and ending times will be determined by the building principal or Director of Facilities, as applicable, at the start of each school year.

14.3 Annual Offers of Employment

Offers of Employment shall be issued annually no later than June 1 of each year and shall include at least the following information: the employee's position, start date, rate of pay, longevity (years/payment if any), minimum hours per day exclusive of additional duties (i.e. bus duty or before or after school duty), and days per year. All Offers of Employment shall be subject to and consistent with the terms and conditions of this Agreement, the inconsistent provision of the Offer shall be considered invalid and the provisions of the Agreement shall be controlling.

**Article 15
Paid Holidays**

Employees shall be entitled to ten (10) paid holidays according to the following schedule:

Custodians/Maintenance/Lic Trade
Independence Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Memorial Day

Paraeducators/LPNs
Veterans' Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
Day after Christmas
New Year's Eve
New Year's Day
Memorial Day

An alternative day off may be arranged for any holiday listed above that falls on a regularly scheduled school day or weekend.

Article 16
Vacations

Members of the bargaining unit who are issued 12 months contracts will be entitled to vacation time as follows:

- A. Newly hired employees will accrue vacation time at the rate of 3.33 hours per month until June 30 after being hired. A newly hired employee will be entitled to that vacation time prior to August 15th after being hired.
- B. Employees on full fiscal year contracts shall be entitled to vacation time according to the following schedule:
 - During Fiscal Contract period monthly accrual from Section A
 - During Fiscal Contract years #2-5: 2 week each year
 - During Fiscal Contract years #6-9: 3 weeks each year
 - During Fiscal Contract years #10 and thereafter: 4 weeks each year

No more than three (3) consecutive weeks of vacation may be taken at one time.

Vacation schedules must be approved by the Building Principal and Business Administrator or their respective designees.

Vacation time must be used no later than October 15th of the fiscal year following the year in which it is earned. Vacation time not used by this date shall be lost. If an employee leaves before the end of a fiscal year, any vacation time taken in excess of that accrued shall be deducted from the final paycheck.

If an employee leaves without using all vacation time accrued on a pro rata basis, he/she shall be entitled to reimbursement of the unused vacation time.

Article 17
Temporary Leave

17.1 Sick Leave:

Ten month employment 12 days a year accumulative to 90.

Twelve month employment 15 days a year accumulative to 90.

Sick days shall be used for the personal illness, injury or disability of the employee. Up to ten (10) days of sick leave per year may be used for the illness or disability of the employee's spouse, son, daughter, or parent who requires the employee's care.

Additional sick days may be approved for an immediate family member's (as defined in Article 17.3) illness, at the discretion of the Superintendent or designee.

If an employee is absent for three (3) or more consecutive days due to any illness, injury or disability, the District reserves the right to request a doctor's note certifying the nature of the illness, injury or disability and the employee's ability to return to work. If an employee is absent on six (6) days in conjunction with a weekend, holiday or school vacation in any six (6) month period, the District reserves the right to request a doctor's note certifying the nature of the illness, injury or disability on the next absence.

17.2 Personal Emergency Leave 5 days per year. Personal/Emergency Leave is for business which is generally out of the control of the employee and cannot be conducted except during work hours. Personal leave may not be used for activities such as vacation, recreation, or seeking other employment. Personal/emergency leave may not be used on a day immediately before or after a holiday or school vacation except in extenuating circumstances approved by the Building Principal or Director of Facilities. The employee must notify Building Principal or Director of Facilities as soon as the need for such leave is known. Personal/Emergency leave is not accumulated from year to year.

17.3 Bereavement Leave: A member may have up to five (5) days per year for death in the immediate family. Immediate family shall be defined as: spouse or civil union partners, children, parents, grandparents, grandchildren, parents-in-law, brothers, sisters, or spouse's siblings. Bereavement other than defined above may be granted at the discretion of the Superintendent. Notification to the member's immediate supervisor for such leave shall be made as soon as possible before taking such, except in the case of emergency.

17.4 Military Service: Leaves shall be granted to serve in required military service. Such leaves shall be granted annually and renewed annually for the length of the term of service.

Article 18 Staff Development

18.1 Professional Development Fund

During the life of this contract, a fund shall be provided for course reimbursement and expenses for professional development workshops. This fund shall be funded in the amount of \$15,000 for each school year. Individuals shall be limited to an initial reimbursement of \$500. If on June 1 there are funds remaining, these remaining monies shall be equally distributed to individuals who were not fully reimbursed during the school year.

The District will pay the cost of courses and workshops in advance provided that the member has submitted a request for such payment at least thirty (30) days prior to the start of the course or workshop, has received all necessary approvals, and executes a form authorizing the District to withhold the full cost from the member's pay if the member does not complete the course or workshop and, for courses, receive a grade of C or better or pass in a pass/fail course. Members must submit proof of completion within thirty (30) days of completion. It is the member's responsibility to submit the completed request form, with approval of the Building Principal or Director of Facilities, as applicable. Incomplete forms will be rejected and will be returned to the member.

18.2 – Early Release Days

On each District early release day, professional development relevant to the majority of paraprofessionals shall be scheduled.

Article 19
Working Conditions

The District agrees to conduct a once-monthly meeting in each building for the purpose of keeping paraprofessionals informed of relevant information and developments taking place within the District and the building. These meetings shall be held during normal working hours and all paraprofessionals will be invited attend.

Article 20
Duration

This agreement represents the total and final resolution of all matters between the parties and any changes shall be amended only by written agreement between the parties. This contract covers the period from July 1, 2020 to June 30, 2023.

Lebanon Support Staff
Negotiations

2020-2023 CBA Final

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS DAY
4/22/2020
OF _____.

THE LEBANON SUPPORT
STAFF/NEW-NEW HAMPSHIRE

THE LEBANON SCHOOL BOARD

DocuSigned by:
By: Kim Saunders
E0B8392F426E4AB
Chairperson Negotiations Committee

DocuSigned by:
By: Army Beain
AB3E9DF0A56A4D5...
Chairperson Negotiations Committee

DocuSigned by:
By: Melinda Feldt
435A134E607444C...
President of Association

DocuSigned by:
By: Wendy Hall
20C9CA993D4749C...
Chairperson of School Board

DocuSigned by:
Joanne Roberts
F15CAC95329940U...
Superintendent of Schools

Lebanon Support Staff
Negotiations

2020-2023 CBA Final

APPENDIX A
Wage Schedule

Lebanon Support Staff
School Year 2020-2021

Proposed Multiple: 1.02

Step	Paraeducator	Certified Paraeducator	Custodian	Maintenance	LPN	Licensed Trade Prof
1	\$13.28	\$14.56	\$14.62	\$17.16	\$17.16	\$18.83
2	\$13.70	\$14.98	\$15.05	\$17.60	\$17.60	\$19.27
3	\$14.13	\$15.40	\$15.47	\$18.02	\$18.02	\$19.70
4	\$14.56	\$15.83	\$15.90	\$18.43	\$18.43	\$20.11
5	\$14.98	\$16.26	\$16.33	\$18.87	\$18.87	\$20.53
6	\$15.40	\$16.70	\$16.76	\$19.30	\$19.30	\$20.97
7	\$15.83	\$17.10	\$17.16	\$19.73	\$19.73	\$21.37
8	\$16.26	\$17.55	\$17.60	\$20.14	\$20.14	\$21.79
9	\$16.70	\$17.97	\$18.02	\$20.56	\$20.56	\$22.24
10	\$17.10	\$18.38	\$18.43	\$21.00	\$21.00	\$22.66
11	\$17.55	\$18.80	\$18.87	\$21.41	\$21.41	\$23.09
12	\$17.97	\$19.24	\$19.30	\$21.87	\$21.87	\$23.51
13	\$18.38	\$19.67	\$19.73	\$22.28	\$22.28	\$23.94
14	\$18.80	\$20.09	\$20.14	\$22.70	\$22.70	\$24.36
15	\$19.24	\$20.51	\$20.56	\$23.13	\$23.13	\$24.78
16	\$19.67	\$20.95	\$21.00	\$23.55	\$23.55	\$25.23
17	\$20.09	\$21.35	\$21.41	\$23.98	\$23.98	\$25.65
18	\$20.51	\$21.77	\$21.87	\$24.41	\$24.41	\$26.06
19	\$20.96	\$22.22	\$22.28	\$24.82	\$24.82	\$26.50
20	\$21.35	\$22.64	\$22.70	\$25.26	\$25.26	\$26.91

Second Shift Differential: .25

Third Shift Differential: .35

No new employee shall be placed on a step higher than a current employee with equal or greater years of experience.

Lebanon Support Staff
Negotiations

2020-2023 CBA Final

Wage Schedule

Lebanon Support Staff
School Year 2021-2022

Proposed Multiple: 1.02

Step	Paraeducator	Certified Paraeducator	Custodian	Maintenance	LPN	Licensed Trade Prof
1	\$13.55	\$14.85	\$14.91	\$17.50	\$17.50	\$19.20
2	\$13.98	\$15.28	\$15.35	\$17.95	\$17.95	\$19.66
3	\$14.41	\$15.71	\$15.78	\$18.38	\$18.38	\$20.09
4	\$14.85	\$16.15	\$16.22	\$18.80	\$18.80	\$20.51
5	\$15.28	\$16.59	\$16.66	\$19.25	\$19.25	\$20.94
6	\$15.71	\$17.03	\$17.10	\$19.69	\$19.69	\$21.39
7	\$16.15	\$17.45	\$17.50	\$20.13	\$20.13	\$21.80
8	\$16.59	\$17.90	\$17.95	\$20.55	\$20.55	\$22.23
9	\$17.03	\$18.33	\$18.38	\$20.97	\$20.97	\$22.69
10	\$17.45	\$18.74	\$18.80	\$21.42	\$21.42	\$23.12
11	\$17.90	\$19.17	\$19.25	\$21.84	\$21.84	\$23.56
12	\$18.33	\$19.62	\$19.69	\$22.30	\$22.30	\$23.98
13	\$18.74	\$20.06	\$20.13	\$22.72	\$22.72	\$24.42
14	\$19.17	\$20.49	\$20.55	\$23.15	\$23.15	\$24.85
15	\$19.62	\$20.92	\$20.97	\$23.59	\$23.59	\$25.28
16	\$20.06	\$21.37	\$21.42	\$24.02	\$24.02	\$25.73
17	\$20.49	\$21.78	\$21.84	\$24.46	\$24.46	\$26.16
18	\$20.92	\$22.20	\$22.30	\$24.90	\$24.90	\$26.58
19	\$21.38	\$22.67	\$22.72	\$25.31	\$25.31	\$27.03
20	\$21.78	\$23.09	\$23.15	\$25.76	\$25.76	\$27.44

Second Shift Differential: .25

Third Shift Differential: .35

No new employee shall be placed on a step higher than a current employee with equal or greater years of experience.

Lebanon Support Staff
Negotiations

2020-2023 CBA Final

Wage Schedule

Lebanon Support Staff
School Year 2022-2023

Proposed Multiple: 1.0175

Step	Paraeducator	Certified Paraeducator	Custodian	Maintenance	LPN	Licensed Trade Prof
1	\$13.78	\$15.11	\$15.17	\$17.81	\$17.81	\$19.54
2	\$14.22	\$15.55	\$15.62	\$18.27	\$18.27	\$20.00
3	\$14.67	\$15.99	\$16.05	\$18.70	\$18.70	\$20.45
4	\$15.11	\$16.43	\$16.50	\$19.13	\$19.13	\$20.87
5	\$15.55	\$16.88	\$16.95	\$19.59	\$19.59	\$21.31
6	\$15.99	\$17.33	\$17.39	\$20.03	\$20.03	\$21.77
7	\$16.43	\$17.75	\$17.81	\$20.48	\$20.48	\$22.18
8	\$16.88	\$18.21	\$18.27	\$20.90	\$20.90	\$22.62
9	\$17.33	\$18.65	\$18.70	\$21.34	\$21.34	\$23.08
10	\$17.75	\$19.07	\$19.13	\$21.80	\$21.80	\$23.52
11	\$18.21	\$19.51	\$19.59	\$22.22	\$22.22	\$23.97
12	\$18.65	\$19.97	\$20.03	\$22.69	\$22.69	\$24.40
13	\$19.07	\$20.41	\$20.48	\$23.12	\$23.12	\$24.85
14	\$19.51	\$20.85	\$20.90	\$23.55	\$23.55	\$25.29
15	\$19.97	\$21.28	\$21.34	\$24.00	\$24.00	\$25.72
16	\$20.41	\$21.74	\$21.80	\$24.44	\$24.44	\$26.18
17	\$20.85	\$22.16	\$22.22	\$24.88	\$24.88	\$26.62
18	\$21.28	\$22.59	\$22.69	\$25.33	\$25.33	\$27.04
19	\$21.75	\$23.06	\$23.12	\$25.76	\$25.76	\$27.50
20	\$22.16	\$23.50	\$23.55	\$26.21	\$26.21	\$27.93

Second Shift Differential: .25

Third Shift Differential: .35

No new employee shall be placed on a step higher than a current employee with equal or greater years of experience.

Lebanon Support Staff
Negotiations

2020-2023 CBA Final

**APPENDIX B
GRIEVANCE ADJUSTMENT FORM A**

COMPLAINT BY THE AGGRIEVED PERSON: A grievance shall be deemed waived unless it is submitted in writing within five (5) days after the immediate supervisor’s response at the informal state or within five (5) days after the date the response should have been received.

NAME OF COMPLAINANT: _____

DATE OF FILING: _____

HOME ADDRESS: _____

HOME TELEPHONE NUMBER: _____

POSITION HELD: _____

SCHOOL: _____ **PRINCIPAL:** _____

STATEMENT OF GRIEVANCE:

PROVISION OF PROFESSIONAL AGREEMENT VIOLATED:

ACTION REQUESTED:

Signature of Complainant: _____

Lebanon Support Staff
Negotiations

2020-2023 CBA Final

APPENDIX B
GRIEVANCE ADJUSTMENT FORM B

DECISION OF THE IMMEDIATE SUPERVISOR: To be completed within five (5) days after the receipt of the written grievance.

COMPLAINANT: _____

DATE OF FILING: _____

SCHOOL: _____

PRINCIPAL: _____

—

DECISION OF THE IMMEDIATE SUPERVISOR AND REASON THEREFORE:

DATE OF DECISION: _____

Signature of Administration: _____

GRIEVANT’S RESPONSE: To be completed by Aggrieved within five (5) school days of decision and sent to Association’s Grievance Chairman

_____ I ACCEPT THE ABOVE DECISION

_____ I HEARBY REFER THE ABOVE DECISION TO THE
SUPERINTENDENT OF SCHOOLS

DATE OF RESPONSE: _____

Signature of Complainant: _____

Lebanon Support Staff
Negotiations

2020-2023 CBA Final

APPENDIX B
GRIEVANCE ADJUSTMENT FORM C

DECISION OF THE SUPERINTENDENT: To be completed within twenty (20) days after the receipt of the written grievance.

COMPLAINANT: _____ DATE OF FILING: _____

GRIEVANCE _____

SCHOOL: _____

PRINCIPAL: _____

DECISION OF THE SUPERINTENDENT AND REASON THEREFORE: