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PREAMBLE

This agreement made this __ day of ____, 2008 by and between the School Board of the Epsom School District hereinafter called the "Board", and the Epsom Support Staff Association, affiliated with NEA/NEA-NH, hereinafter called the "Association".

For the Epsom School Board:

For the Epsom Support Staff Association:

ARTICLE I: RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent for all full and part time paraprofessional assistants, aides, tutors, and secretaries employed by the District, as defined by Public Employees Labor Relations Board in its unit certification document, Decision No. 2004-082, dated June 16, 2004, for the purpose of bargaining pursuant to RSA 273-A.

ARTICLE II: NEGOTIATION PROCEDURES

- 2.1 Negotiations shall be conducted pursuant to the New Hampshire RSA:273-A as may be from time to time amended.
- 2.2 By April 1 of the calendar year prior to the expiration of this Agreement, but not later than October 1st, either party may notify the other of its desire to modify the terms and conditions of the Agreement. The parties recognize that it is in their interest to commence negotiations in sufficient time to reach agreement within budget time lines and, if desired by either party, agree to commence negotiations no later than June 1 of the calendar year prior to the expiration of this agreement.
- 2.3 The Board agrees to provide the Association with such non-confidential information it may have which is both timely requested and reasonably necessary for the Association to carry out its bargaining obligations. Such information may be transmitted electronically if requested by the Association’s representative.

- 2.4** Any agreement reached shall be reduced to writing and signed by the Board and the Association. The Board shall make a good faith effort to secure funds necessary to implement said agreements and shall draft and publicize any warrant which includes the costs of the Agreement, including Agreements which are to cover more than one year in such a manner as to make the duration of the Agreement and its overall economic cost clear to district voters.

ARTICLE III: JURISDICTION AND AUTHORITY OF SCHOOL BOARD

The Board, subject only to the language of the Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district. The right to select and direct employees; to determine vacancies; the qualifications for the hiring and retention of employees; to determine standards for work; to determine the content of the job descriptions; to hire, promote, transfer, assign, and retain employees in position; and to discipline, suspend and discharge employees. The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretions or authorities which, by law, are vested in them, and this Agreement will not be construed so as to limit or impair their respective statutory powers, discretions or authorities.

ARTICLE IV: ASSOCIATION RIGHTS

- 4.1** The Association shall have the right to use school facilities for meetings, and shall have the right to use school equipment when such equipment is not in use. The Association shall pay for all materials and supplies incident to such use and shall be responsible for the proper operation of said equipment. Local representatives of the Association shall have the right to transact business on school property at all reasonable times, provided that this shall not interfere with normal school operations.
- 4.2** The local association will, upon request, be given an opportunity at employee meetings to present brief reports and announcements.
- 4.3** The local association has the right to post notices of its activities and matters of employee concern in employee's rooms and the use of the employee mail box system and school mail facilities, including electronic communication, with the Association incurring the expense of any mail-related costs.

- 4.4** As long as the Epsom Support Staff Association is certified as the representative of employees pursuant to RSA 273-A, the rights and privileges set forth in this Agreement shall not be granted to any other bargaining agent.
- 4.5** The Superintendent's Office shall send a copy of school board meeting agendas and minutes to the President of the Association each month when such documents become public.
- 4.6** The Superintendent's Office will, upon the hiring of a new bargaining unit member, notify the Association's President of the new employee's name, assignment, address, years of creditable experience and salary.
- 4.7** Upon request by either party, Association representatives will meet with a central office administrator and the principal, at a mutually agreeable time, to discuss issues of concern.
- 4.8** There will be a Team Leader elected by the Epsom Support Staff membership that will be assigned to attend all ECS Team Leader meetings. The Team Leader will be responsible for the following duties:
1. Scheduling a monthly meeting for all bargaining unit members to discuss their concerns or improvement requests. This meeting will not be mandatory for bargaining unit members.
 2. The Team Leader will then present these concerns/improvement requests at the ECS Team Leader meeting.
 3. The Team Leader will then report the decisions discussed and approved at the ECS Team Leader meeting to all bargaining unit members.
 4. This position will not require any additional compensation, including overtime payment, for team leader duties. Additionally, the Team Leader duties performed will in no way interrupt the regular job duties assigned to the Team Leader. The Team Leader will have no right to coverage for any additional duties which may be assigned.

This elected representative will receive a co-curricular stipend in the following amounts:

2008/09	2009/10	2010/11	2011/12
\$850	\$900	\$950	\$1,000

ARTICLE V: PAYROLL DEDUCTIONS

- 5.1** The Board agrees that upon receipt of written authorization signed by the bargaining unit member, deduction from the regular salary check of such employee will be made in the amount to provide payment of dues to the Epsom Support Staff Association, NEA-NH, and NEA. Authorization for dues deductions will be made on a form provided by the Association, and such deductions will be in equal installments from each salary check beginning as soon as written authorization is received by the SAU. Such dues will be forwarded promptly to the Association. It is further agreed that such authorization for deduction of dues will continue in full force and effect until the employee submits a written revocation of such authorization to the Superintendent's Office. The Association will be notified as to all revocations that are filed.
- 5.2** Payroll deductions will be available through the business office at the SAU to all bargaining unit members covered by the Agreement. These payroll deductions may be made to any Banking Institution and/or Credit Union as authorized by the bargaining unit member up to a maximum of five (5).
- 5.3** The District will match an annuity contribution from each bargaining unit member working 30 hours or more per week of 3% of his or her annual contract up to \$500 per year. It is each employee's responsibility to make the decision to take part in the program. Each employee taking part in the annuity program must also choose an annuity company to handle management of his her annuity.

ARTICLE VI: CONDITIONS OF EMPLOYMENT

- 6.1** Upon request an administrator may meet with a bargaining unit member at any time to investigate an incident. The employee may have a Union representative present at any investigatory interview or any meeting where discipline or adverse evaluation may result. The parties agree that discipline shall be appropriate to the infraction, and will include a course of corrective action as determined appropriate by management. No employee will be discharged or reduced in compensation without due process. Due process defined: No employee shall be discharged, suspended, disciplined, reprimanded, warned, reduced in rank or compensation or deprived of any employment advantage

without a supportive statement of facts. All information forming the basis for disciplinary action will be made available to the staff member.

The employee shall have the opportunity to review any complaint placed in the file. The employee shall also have the right to submit a written answer to such material and said answer shall be reviewed by the Superintendent, or designee, and attached to all copies.

- 6.1.1** In the event a bargaining unit member's conduct, in the exercise of reasonable care by the administration, including an investigation which involves the employee, and except in case of emergency, is determined to constitute a potential danger or threat to the health, safety or welfare of any student or staff, or constitutes a legal liability to the District; the employee may be removed from his or her job responsibilities with pay pending the resolution of the investigation.
- 6.1.2** A bargaining unit member returned to work after a suspension under this section, and upon finding no wrong doing, the bargaining unit member's personnel file shall be expunged of any material related to the suspension which is adverse to the employee's interests and shall not be used in evaluation or discipline.
- 6.2** Bargaining unit members shall be evaluated no more frequently than semi-annually. Classroom teachers shall not evaluate bargaining unit employees but may provide input to the evaluator. A bargaining unit member shall be given a copy of the year-end evaluation report and a conference held by May 15 of each year to discuss the evaluation. Following such conference, the employee shall sign the report. Such signature shall indicate only that the report has been read by the employee and does not necessarily indicate agreement with the contents thereof.
- 6.3** Any complaint regarding a bargaining unit member which is made to any member of the Board or administration, by a parent, student, or other person and which may be used in any manner including evaluating the employee shall be promptly investigated. The employee shall be given an opportunity to respond to the complaint in writing. Unsubstantiated complaints shall not be put in the employee's personnel file.
- 6.4** The bargaining unit member shall receive a copy of any written complaint made about him/her. The employee shall acknowledge that he/she had an opportunity to review any complaint by

signing the copy of the complaint which is to be filed. The signature shall not necessarily indicate agreement with the complaint.

- 6.5** The bargaining unit member shall be entitled access to his/her personnel file at any reasonable time upon 48 hours notice to the Superintendent or his/her designee. The employee may have a representative of the Union accompany him/her during such review.
- 6.6** No material adverse to the bargaining unit member shall be placed in his/her personnel file without written notification to the employee. The employee shall have the right to respond within six (6) months to any material contained in his/her personnel file and such response shall be made a part of the employee's personnel file.
- 6.7** Individual contracts shall be issued annually no later than May 15th of each year indicating the contracted number of days and hours per day. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement shall be controlling.
- 6.8** Bargaining unit members who are not going to be re-employed the following school year shall receive written notice of the action.
- 6.9** Unless it's part of an bargaining unit member's job description and except in cases of emergency, bargaining unit members shall not be required to administer medication to students unless under the supervision of the school nurse or other duly authorized individual.
- 6.10** In the event the Board requires currently employed assistants to be certified by the New Hampshire Department of Education, the Board agrees to pay fees associated with certification and to the Department of Education.

ARTICLE VII: SUBSTITUTIONS

- 7.1** In the case where bargaining unit members substitute for regular classroom teachers, such employees will receive, in addition to their regular wages, a stipend of \$20.00 for a full day assignment (any portion of the day exceeding ½ day).
- 7.2** All bargaining unit members shall receive a duty-free lunch period of thirty (30) minutes except in cases of emergency.

ARTICLE VIII: VACANCIES AND TRANSFERS

- 8.1** A vacancy which exists within the District will be posted by the Superintendent for ten (10) days except in cases of emergency and notification will be given to the Union of such vacancy. The vacancy notice will include the job title, general description of the position, and qualifications for the position.
- 8.2** Bargaining unit members will have the right to an interview for vacant positions for which they are qualified provided the employee submits a written request not later than ten (10) days after the date the position was posted.
- 8.3** Employees from within the bargaining unit who make timely application for vacancies pursuant to Section 10.1 shall be given preference in filling vacancies.
- 8.4** In the months of July and August, notice of vacancies will be posted in each building with a copy sent to the Union President or designee at their home address.
- 8.5** Bargaining unit members will be sent notice of vacancies in the months of July and August if a standing request for vacancy notice is given in writing to the Superintendent's office by June 1st.
- 8.6** When a the student of a one-on-one teaching assistant leaves the District, the assistant will be given priority on openings that occur during the remainder of that school year and for the next following school year.

ARTICLE IX: REDUCTION IN FORCE

In the event it becomes necessary for the Board to reduce the number of bargaining unit members employed by the District, the following procedures will be followed:

- 9.1 The Board will make every reasonable effort to minimize the effects of any reduction in force on current staff by absorbing as many positions as possible through attrition.
- 9.2 Any bargaining unit member(s) who will be affected by a reduction in force will be notified within 48 hours of the time when such reduction is determined to be necessary.
- 9.3 A bargaining unit member whose position has been identified to be eliminated shall have the right to be offered a contract if a position for which the bargaining unit member is certified and qualified becomes vacant and available, subject to the recall time limits and conditions specified below. If more than one bargaining unit member is laid-off due to reduction in force, rights to vacant positions will be determined by the school board using the factors listed in “9.6” below.
- 9.4 The maximum period of recall shall be two (2) years, running from the last date of their employment with the District. During that time, it shall be the sole responsibility of the bargaining unit member(s) to keep the District informed of their current home mailing address. The bargaining unit member shall notify the District by certified mail when the current mailing address is changed during this recall period of two (2) years. All recall notices to which a bargaining unit member is entitled will be sent, via certified mail, to the last home mailing address which the bargaining unit member(s) has supplied to the District.
 - 9.4.1 If the bargaining unit member fails to respond to a notice of recall within ten (10) calendar days of its mailing by the District, or declines the recall offered, all rights to recall which the bargaining unit member(s) may enjoy are specifically extinguished.
- 9.5 A recalled bargaining unit member’s previous years of service will not be lost as a result of reduction in force.
- 9.6 In identifying which bargaining unit members to release or recall, the school board shall consider all the following factors:
 - a) job performance, including existing bargaining unit member evaluations
 - b) overall effectiveness and ability
 - c) academic preparation and professional growth
 - d) certification and experience in the certified area.

All factors above being equal, then seniority will control in making a final determination. Seniority is defined as the total number of years continuously employed in the Epsom District.

- 9.6.1 A released bargaining unit member will have the opportunity to substitute within the district.

ARTICLE X: COMPENSATION

10.1 The wages of staff members covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this agreement.

10.1.1 Annualized Pay

Bargaining unit members may elect to receive their annualized pay in either twenty-six (26) or twenty-one (21) bi-weekly installments. Bargaining unit members being paid by the twenty-six (26) installment method shall receive a final payment consisting of the equivalent of five (5) bi-weekly payments in a lump sum payment in June of the school year, or distributed in five (5) separate bi-weekly salary payments during June, July and August.

10.1.2 Bargaining unit member must indicate in writing that they wish to receive their pay by the twenty-six check method at the time they return their signed contracts for the upcoming school year. Those not indicating such a choice will be automatically placed on the twenty-one (21) payment plan. Newly hired employees must state their payment preference at the time they are processed in as new employees.

10.2 All bargaining unit members shall be given full credit on the wage schedule set forth in Appendix A for full years of outside comparable/creditable experience in any accredited and or state approved school district.

10.3 Placement on the wage schedule shall be in accordance with the total years of experience. No new bargaining unit member shall be placed on the wage schedule at a level higher than step three (3). The interpretation of this section shall not be arbitrary or capricious.

10.4 One-on-One Assistants

One-on-one assistants will receive an additional \$0.50 per hour while so assigned during the 2008/09 school year. One-on-one assistants will receive an additional \$0.75 per hour while so assigned during the 2009/10 school. One-on-one assistants will receive an additional \$1.00 per hour while so assigned during the 2010/12 school years.

10.5 Longevity

After 5 years service to the District, employees will receive longevity according to the formula:

Longevity = Total Service X Hourly Wage X Longevity %

For 2008/12 the Longevity % will be 0.9% for bargaining unit members employed between 5-14 years

For 2008/12 the Longevity % will be 1% for bargaining unit members employed between 15-24 years

For 2008/12 the Longevity % will be 1.1% for members employed 25+ years.

10.5.1 For the purpose of computing creditable years of longevity pursuant to the terms of Appendix A, bargaining unit members who work more than ninety (90) school days in their initial year of hire will receive full credit for that school year in the computation of experience for longevity payment.

10.6 When individual contracts are issued each year, the Superintendent shall notify each bargaining unit member of which days they will be required to work. Work assignments beyond the contracted number of days and hours, including staff meetings, unscheduled in-service training, etc. shall be voluntary and paid on an hourly basis at the employee's hourly rate.

10.7 Scheduled In-Service Training

Assistants shall be assigned one paid day for the expressed purpose of receiving scheduled in-service training. Such training opportunities may include, but not be limited to in-service training typically held for professional staff where, in the judgment of administration, such joint training is appropriate.

10.8 Hours worked in excess of 40 per week shall be paid at one and one-half (1 ½) times the bargaining unit member's regular rate of pay.

10.9 The employer shall not require, suffer or permit bargaining unit members to remain in the workplace beyond their contracted hours without compensation unless the bargaining unit members volunteer to perform unpaid duties unrelated to the duties of their paid positions.

- 10.10** Bargaining unit members who are authorized by the Board to use private automobiles for school business will be reimbursed at the standard mileage rate allowed by the Internal Revenue Service.
- 10.11** Bargaining unit members who are assigned to monitor or supervise students off site overnight will be compensated at their regular hourly rate. Such assignments shall be voluntary.

ARTICLE XI: LEAVE BENEFITS

11.1 Sick Leave

Sick leave shall be available for use in case of illness or disability for the bargaining unit member. Each bargaining unit member shall be entitled to fifteen (15) days of paid sick leave per year granted at the beginning of each school year and cumulative to eighty-one (81) days during the 2008/09 school year, eighty-nine (89) days during the 2009/10 school year, ninety-seven (97) days during the 2010/11 school and, and one hundred and five (105) days during the 2011/12 school year. Each September, bargaining unit members shall be notified in writing of their available sick leave. To be eligible for payments under this Article, a bargaining unit member may be required to furnish proof, of illness or disability.

11.1.1 Personal Illness

Recognizing that personal illness and illness in the immediate family of a bargaining unit member may occur at any time, and recognizing that physical disability and childbirth may be a factor in the lives of bargaining unit members, each bargaining unit member may use up to ten (10) days of paid leave per year for the care of a family member. This benefit of ten (10) days may be applied to the care of a newborn infant or newly adopted child. This accumulated leave will otherwise be used only in the case of personal illness or disability. To be eligible for payments under this Article, a bargaining unit member may be required to furnish proof of illness or disability.

11.1.2 Sick Leave Bank

The Board agrees to maintain a sick leave bank to cover members of the bargaining unit in the event of a long-term illness or disability. Each employee wishing to be covered agrees to donate one (1) day from the sick leave he/she is allowed to accrue in a one year period to be deposited in said bank, such day to be deducted from the paraprofessional's annual sick leave. Participating employees may voluntarily donate additional days, up to five (5) days per year.

The donated sick days will be deposited at the start of the school year up to a maximum of one hundred twenty-five (125) days. Thereafter, participating employees will no longer donate days annually until the bank is depleted to 50 days or less.

A member will become eligible to request extended benefits from the sick leave bank after an incapacitating illness or disability, provided he/she has exhausted all of his/her accrued sick leave. Upon presentation of medical evidence of disability, impending disability, or illness, a member may be granted additional days of sick leave. The sick leave bank will be administered by three (3) members of the Association appointed by the President. Decisions of the Committee will be transmitted to the Administration within forty-eight (48) hours.

The Superintendent's office will keep a master record of the sick bank and will provide the Association with a copy of the record upon request. The Association will report status of used bank time to the Superintendent's office monthly.

11.1.3 Work Related Personal Injury/Illness

Whenever a bargaining unit member is absent from school as a result of a personal injury or illness incurred in the course of employment for the Epsom School District and adjudged compensable under Workmen's Compensation, sick leave will not be deducted from the employee either during the first or following weeks of absence. In the event sick leave is deducted during the pendency of a worker's compensation claim, such leave will be returned to the employee when the claim is approved.

11.2 Personal Leave

At the beginning of every school year, each bargaining unit member shall be credited with three (3) paid personal days, non-accumulative. Any employee planning to use a personal business day or days shall notify his/her supervisor at least one day in advance except in cases of emergency. Personal days may not be used for vacation and may not be used solely to extend a holiday or vacation.

11.3 Bereavement Leave

The bargaining unit member shall be granted a maximum of three (3) paid bereavement leave days per event for death in the immediate family. This shall be interpreted to include the spouse, the employee's mother, father, brother, sister, children, grandchildren, and grandparents and the same

relatives of the employee's spouse and any member of the employee's household. The employee may take one (1) paid day per death to attend the funeral of any close friend or other relative, upon approval of the Superintendent or designee. Unused funeral/bereavement leave shall not be cumulative.

11.4 Vacation Days

Full time year round bargaining unit members (bargaining unit members working 30 hours per week or more and 52 weeks per year) are entitled to ten (10) days per year of paid vacation time after one (1) year of employment. Such vacation days shall be accrued monthly. After seven (7) consecutive years of employment, this benefit increases to fifteen (15) days per year of paid vacation. Vacation schedules must be approved by the employee's supervisor.

11.5 Association Leave

The Board agrees to grant up to a maximum of two (2) days of paid leave per contract year to member(s) of the Association for attendance at meetings related to Association business. The President of the Association will provide the Superintendent with the names of member(s) chosen with at least two (2) days notice. Requests shall be initiated through the Principal and forwarded with recommendation to the Superintendent in written form in advance of the leave.

11.6 Professional Leave

Each member of the bargaining unit shall be entitled to two (2) days per year of paid professional leave for purposes, including but not limited to, staff development opportunities, courses, conferences, and workshops held during the school day. The use of professional leave shall be subject to prior approval by the Superintendent or her/his designee.

11.7 Jury Duty

Any bargaining unit member required to serve on jury duty shall be granted leave with pay. The employee shall not be required to use another category of leave. Any fees received by the employee for jury service will be reimbursed to the District.

11.8 Family Leave

Upon written request to the Administration, a bargaining unit member may be granted up to one (1) year of unpaid leave for purposes of family care. Family shall be defined as a staff person's

parent, spouse, and natural born or adopted child. Where possible, the staff member shall give at least 60 days notice, informing the District of both the anticipated starting and ending dates of such leave. A staff member on said leave shall return either on the first day of a school year or on the first day of the second semester. Upon return, the staff member shall retain all previously accrued benefits, including sick leave and seniority.

11.9 Any portion of a leave by an bargaining unit member resulting from medical disability due to pregnancy, miscarriage, or childbirth will be charged to her available sick leave, and she will be compensated. Bargaining unit members in the first year of employment will be eligible to use their accumulated sick leave during the period of absence.

11.10 If an unpaid leave includes less than ninety (90) work days in any one school year, the bargaining unit member shall be given credit on the salary schedule for that year. During any unpaid leave the bargaining unit member, at his/her expense, may continue participation in the District's insurance programs for which he or she is eligible except as otherwise set forth in this Collective Bargaining Agreement.

11.11 Other Leaves

Further leave, paid or unpaid, may be granted at any time by the School Board or its designee upon such terms and conditions as the Board may determine. Leaves of absences may be extended by the Board.

ARTICLE XII: PAID HOLIDAYS

12.1 Full time year round bargaining unit members (members working 52 weeks per year) are entitled to the following paid holidays:

- | | |
|-------------------|-----------------|
| New Years Day | Labor Day |
| Civil Rights Day | Columbus Day * |
| Presidents' Day * | Veteran's Day * |
| Memorial Day | Thanksgiving |
| Independence Day | Christmas |

* To be taken when school is not in session with the approval of supervisor

ARTICLE XIII: FRINGE BENEFITS**13.1 Health Insurance**

Bargaining unit members working 30 hours or more per week may participate in the health insurance plans offered by the District, with the District contributing 100% of a single plan or 80% of a 2 person or family plan.

13.2 Dental Insurance

Bargaining unit member who work 30 hours or more per week and 215 days or more per year are entitled to participate in the District dental plan, with the District contributing 100% of a single plan. Employees who wish to enroll in 2 person or family dental plans will pay the difference between such plans and the cost of the single plan offered by the District.

13.3 Health Insurance Buy Out

Members of the bargaining unit not subscribing to the District's health insurance program for the full school year will receive eight hundred fifty (\$850) dollars if eligible for a single plan, nine hundred (\$900) dollars if eligible for a two-person plan, and one thousand (\$1,000) dollars if eligible for a family plan provided the bargaining unit member documents existing coverage of a health insurance program in which he/she is a member. The amounts of eight hundred fifty (\$850) dollars, nine hundred (\$900) dollars, and one thousand (\$1,000) dollars will be paid in two (2) equal installments, once at midyear and once at the conclusion of the school year. If a member of the bargaining unit who previously had applied for the payback subsequently accesses health insurance under a district plan, he/she will be entitled to receive a pro rata monthly portion of the buy-back for those full months when he/she was not covered by the district's insurance upon submission of a written request to the Superintendent.

13.4 Life Insurance

A term life insurance policy is offered to bargaining unit members working 30 hours or more per week in an amount equal to 3 X their total yearly wage.

13.5 Long Term Disability

The Board will provide long term disability insurance (LTD) coverage. Each bargaining unit member will receive the LTD insurance benefit. The district will pay 100% of the cost.

ARTICLE XIV: WORKSHOPS AND COURSES**14.1 Workshops, Conferences, or Training Sessions**

To further the bargaining unit member's ability to attend workshops, conferences or training sessions, the District will create a workshop pool (WP) based on a pool multiplier of \$150 times the number of staff members in the bargaining unit, not to exceed a maximum of \$3,600 per year. The WP would be distributed on an as needed basis providing the workshop, conference or training session is pre-approved by the employee's supervisor and/or the Superintendent of Schools. The funds will be available in half year installments. Beginning August through December, one thousand eight hundred (\$1,800) will be available for use. Beginning January through May, an additional one thousand eight hundred (\$1,800) will be available for use. On May 1st of each year of the collective bargaining agreement, the District will determine what the balance is in the WP. The balance, if any, will be made available to all bargaining unit members who have not previously attended a workshop, conference, or training session during that fiscal year. After that, all other bargaining unit members will have the opportunity to attend additional conferences. Workshops, conferences and training sessions will be approved based on funding availability to avoid overspending this account.

14.1.1 With the advance approval of their Supervisor/Building Principal and/or the Superintendent, bargaining unit members shall be allowed to attend district-sponsored workshops of their choice beyond the contracted work day and may attend such workshops outside of time scheduled for regular instructional purposes. Such attendance shall be paid, or shall be in lieu of and shall not exceed the employee's hours on the contracted day after the student school year ends.

ARTICLE XV: GRIEVANCE PROCEDURE

15.1 A "grievance" is a claim by a bargaining unit member that there has been a violation of a specific provision of this Agreement.

15.2 The parties acknowledge that it is more desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communication. Grievances which are not satisfactorily resolved informally shall be placed in writing and processed under this Article.

- 15.3** An employee covered by this Agreement shall have the right to have a Union representative upon timely request.
- 15.4** Except as otherwise indicated, the term “days” when used in this Article shall mean “school days” pursuant to the annual Epsom school calendar, except after the final day of the school year and prior to the beginning of the next school year when it shall mean Monday through Friday, excluding holidays. In the event that a grievance is processed during the months of July and August, a waiver of the time line in Step 1 through 4 may be permitted by mutual agreement of the parties.
- 15.5** A grievance must be filed within fifteen (15) days following the time when the alleged grievable event could reasonably have been known to have occurred.

STEP ONE

At Step One, the grievance must be presented to the employee’s immediate supervisor. The grievance shall be filed on a grievance form which is attached hereto as Appendix B and must include the nature of the grievance including names, dates and other related facts which will provide a sound basis for a complete understanding of the grievance; the provisions(s) of the Agreement alleged to have been violated; and the specific remedy sought. Within ten (10) days of the receipt of the grievance, the supervisor, grievant and Union representative shall meet to discuss the grievance. If the grievance is not resolved at this meeting, the supervisor, within ten (10) days of the meeting, shall forward a written answer to the grievance to the grievant, with a copy to the Union.

STEP TWO

If the grievance is not resolved at Step One, within ten (10) days of receipt of the Step One answer, the grievant may present the grievance at Step Two. At this step, the grievant will present the grievance to the Superintendent. Within ten (10) days of the receipt of the grievance at this Step, the Superintendent or his/her designee shall meet with the grievant and a Union representative to discuss the grievance. If the grievance is not resolved at this meeting, the Superintendent, or his/her, designee, within ten (10) days of this meeting, shall forward a written answer to the grievance to the grievant, with a copy to the Union.

STEP THREE

If the grievance is not resolved at Step Two, within ten (10) days of receipt of the Step Two answer, the grievant may present the grievance at Step Three. At this Step, the grievant will present the grievance to the Board. Within twenty (20) days of receipt of the grievance, the Board, the Superintendent or his/her designee, the grievant and a Union representative shall meet to resolve the grievance. At their discretion, either the Board or the Union may have other parties in interest attend the hearing as well. If the grievance is not resolved at this meeting, the Board, within fourteen (14) days of the meeting, shall forward a written answer to the grievant, with a copy to the Union.

STEP FOUR

- a. Within fourteen (14) days of the receipt of the Step Three answers, the Union shall advise the Board in writing through the Superintendent if it wishes to submit the dispute to arbitration.
- b. The arbitrator shall be selected by mutual agreement between the Union and the Board. Should the parties be unable to agree upon an arbitrator within ten (10) days of the Union acting under Article XVII, Step Four, Item a, then arbitration shall be requested of the American Arbitration Association by the Union. The arbitrator shall then be selected in accordance with the rules of the American Arbitration Association.
- c. The scope of the arbitrator's authority shall be limited to interpretation and application of this Agreement, and related issues of substantive or procedural arbitrability. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
- d. The arbitrator shall issue a written decision in every case and shall delineate findings of fact and his/her rationale for reaching the final conclusions.
- e. The arbitrator's decision shall be advisory and nonbinding.
- f. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator shall be shared equally by the parties.

g. The parties agree that prior to the opening of the hearing, the arbitrator shall first meet with the parties and explore a mediated solution to the grievance. If such efforts are not fruitful, the arbitrator will hear and decide the case; however, it is specifically understood that nothing said in mediation shall be considered by the arbitrator in reaching his/her decision and he/she will be confined to the evidence and arguments presented in arbitration.

15.6 It is understood that an employee pursuing a grievance shall, during the pendency of the grievance, continue to observe all assignments, rules and directives of the Board until such grievance and any effect thereof shall have been duly determined. The filing or pendency of a grievance under the provisions of this article shall not prevent the board or its representatives from taking the actions complained of.

15.7 Failure of the grievant to comply with the time limitations of this grievance procedure at any step shall preclude any further processing of the grievance.

15.8 All time limits may be altered by mutual agreement.

ARTICLE XVI: DURATION

16.1 This Agreement shall be effective as of July 1, 2008 and continue in full force and effect until June 30, 2012.