

**EPSOM SCHOOL DISTRICT**

**MASTER AGREEMENT**

between the

**EPSOM SCHOOL BOARD**

and the

**EPSOM SUPPORT STAFF ASSOCIATION**

**July 1, 2022 – June 30, 2025**

Approved: March 8, 2022

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**PREAMBLE**

This Agreement made this 08<sup>th</sup> day of March, 2022 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:

  
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*Joseph Smith*  
\_\_\_\_\_  
Alexis Hunsley  
\_\_\_\_\_  
*Myra*  
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Jordan EOE  
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**ARTICLE I: RECOGNITION**

The Board recognizes the Association as the exclusive bargaining agent for all full and part time paraprofessional assistants, aides, tutors, secretaries, special education administrative assistant and maintenance employed by the District, as defined by Public Employees Labor Relations Board in its unit certification document, Decision No. 2013-002 dated January 2, 2013 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 1<sup>st</sup>, 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.
- 2.5 References to "employees", "assistants", or "paraprofessionals" shall mean, "bargaining unit members" except for Article 4.2 and 4.4 which are classification specific.

### **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 Association will, upon request, be given an opportunity at employee meetings to present brief reports and announcements.
- 4.3** The 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 every two years by the Epsom Support Staff bargaining unit that will be assigned to attend all ECS Team Leader meetings. In the event of a tie, the ESSA Officers present will vote again to make the determination. 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 of (\$1,300, \$1,325, \$1,350 over the next three years).(Matching the teachers)

## **ARTICLE V: PAYROLL DEDUCTIONS**

- 5.1** 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).
- 5.2** 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 an Association 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 Association 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.



- 6.7.1** Title Tutor positions are contingent upon the availability of grant funds awarded. These positions will not cause a reduction-in-force if grant funds are not available or sufficient enough to fund the position(s). If there isn't grant funding to support these positions, these positions are then eliminated and article IX, Reduction in Force, will not apply.
- 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 a 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 \$25.00 for a full day assignment (any portion of the day exceeding ½ day).

\*In the case where bargaining unit members substitute for a 1:1 paraprofessional, and the employee is not currently compensated as a 1:1, such employees will receive, in addition to their regular wages, a stipend of \$25.00 for a full day assignment (any portion of the day exceeding a half day).

\*In the case where a non-classroom bargaining unit member substitutes for 2 hours (120 minutes) or more, the employee shall receive his/her regular wages plus an additional \$50.00.

- 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 Association 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 Association 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 1<sup>st</sup>.
- 8.6** When 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 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) experience in the subject area for which the position is available.

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 bargaining unit 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 members 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.

**10.1.3** Bargaining unit members who complete the school year without the use of any documented sick leave shall receive a lump sum monetary compensation of three hundred dollars (\$300), without the use of any documented personal leave the member shall receive a lump sum monetary compensation of four hundred dollars (\$400). For members with less than three personal days, the member will receive one hundred and twenty-five dollars (\$125) for each remaining personal day. Without the use of any documented sick and personal leave the member shall receive a lump sum monetary compensation of one thousand dollars (\$1,000) paid in the first payroll of the following year.

**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 \$1.00 per hour while so assigned.

Bargaining unit members will receive an additional \$1.00 per hour for toileting/feeding.

## **10.5 Longevity**

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

$$\text{Longevity} = \text{Total Service} \times \text{Hourly Wage} \times \text{Longevity \%}$$

The Longevity % will be 0.9% for bargaining unit members employed continuously between 5-14 years.

The Longevity % will be 1% for bargaining unit members employed continuously between 15-24 years.

The Longevity % will be 1.1% for members employed continuously 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.
- 10.12** Bargaining Unit members who chaperone for the eighth (8th) grade overnight historical trip will be compensated at the per diem rate for a contracted school day. In addition, the chaperone will receive a one-hundred (\$100) stipend for each overnight of the trip.
- 10.13** Bargaining unit members will receive an additional \$0.50 per hour upon completion and/or maintaining a Para Certification. Custodial/secretarial staff will receive an additional \$0.50 per hour upon completion of and/or maintaining a three (3)-year plan totaling fifty (50) hours of professional development approved by their supervisor/building principal and submitted to the SAU office. Employees shall work on professional development on their own time unless authorized for paid time using the procedure outlined in Article 14.1.1.

Bargaining unit members achieving and/or maintaining Para-educator I or Para-educator II certification related to their job duties shall be reimbursed for associated certification fees.

**10.14 Separation Benefit**

Employees who have reached at least 55 years of age and have at least 15 consecutive years of service to the Epsom School District, upon separation from the district, shall receive a benefit of \$2,000.

In order to receive payment on July 1<sup>st</sup> of the following calendar year, the staff member must provide notice to the District no later than December 1<sup>st</sup> in the school year in which

the separation occurs. However, should the employee wish to receive payment in June of the separating year, notice must be provided 18 months prior to that date.

If an eligible employee fails to provide notice of voluntary separation by December 1st. The District will consider the employee to have provided notice as of December 1<sup>st</sup> of the following calendar year and make payment accordingly.

In the event that an employee has commenced the separation process via written notification and request, and that employee passes away, their designated beneficiary (which shall be indicated in writing as part of their request) shall receive the payment. The District will make every reasonable attempt to contact the beneficiary.

#### **10.15 Mentoring Program**

One bargaining unit employee per year shall be provided a stipend for mentoring bargaining unit employees who are new to the District, provided there are new employees to be mentored. The amount of the Mentoring Stipend shall be as follows:

Effective July 1, 2022 - \$1,075 per year

Effective July 1, 2023 - \$1,100 per year

Effective July 1, 2024 - \$1,125 per year

### **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 one hundred and five (105 days). 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 (spouse, child, parent or a family member of the immediate household). 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 two hundred (200) 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 and personal 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 committee's decision can't be grieved.



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 if 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. Upon completion of an employee's fifth year, such vacation days shall be granted on July 1<sup>st</sup> of each school year. Vacation schedules must be approved by the employee's supervisor. Unused vacation time will be cumulative. Unused vacation time that has been rolled over from the previous year must be used before August 10<sup>th</sup> of the new year. Exemptions to the August 10<sup>th</sup> deadline may be approved by the building administrator no later than June 30<sup>th</sup>.

#### **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. The Principal or his/her designee may grant additional professional leave at their discretion with 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 bargaining unit 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 bargaining unit member shall retain all previously accrued benefits, including sick leave and seniority.

**11.9** Any portion of a leave by a 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 SchoolCare Red Plan offered by the District, with the District contributing 95% of a single plan or 80% of a 2 person or family plan.

**13.1.1** In the event that the plan identified in Article 10.1 will result in the imposition during the subsequent year of this Agreement of any related fees, finds, taxes or penalties, including, but not limited to "Cadillac" taxes (the excise tax on high cost Employer-sponsored health coverage), the District and the Association will promptly reopen negotiations for the purpose of agreeing on (1) an alternative health plan that complies with the Affordable Care Act and does not result in the imposition of the so-called "Cadillac Tax" and (2) the distribution of any savings realized to include the percentage of premium, paid by each party. The parties agree to exchange proposals no later than November 15. If the parties are not able to agree on an alternative plan and distribution of savings by January 15, the parties will each submit one proposal to binding arbitration no later than February 15 with a mutually agreed acceptable arbitrator whose fees will be shared by the parties. In the event that the parties cannot agree on an arbitrator, the NH PELRB will select. After hearing from both parties, the arbitrator will choose one of the two proposals and notify the parties no later than March 15 and that plan will be implemented for the following plan year.

### **13.1.2 Flexible Spending Account**

Bargaining unit members may enroll in the District's flexible spending account up to the maximum allowed under the Internal Revenue Service rules.

### **13.1.3 Vision Benefit**

The Epsom School District shall provide the SchoolCare/VSP Ancillary Vision Benefits Plan attached in Appendix B or an equal, comparable or greater plan, as determined by mutual agreement of the parties, to employees. The Epsom School District shall contribute an amount equal to 100% of the cost of the single Vision Benefits Plan. Employees who elect a two-person or family plan are responsible for paying the difference between the single plan and their selected plan.

### **13.2 Dental Insurance**

Bargaining unit members who work 30 hours or more per week and 181 days or more per year are entitled to participate in the District dental plan, The Epsom School District shall provide Delta Dental Insurance (Option 10B) (A 100%, B 75%, C 50%) up to one thousand two hundred and fifty hundred dollars (\$1,250) per year for each member of the bargaining unit. The carrier for such insurance shall be chosen by the Board and coverage and any replacement policies in the future will be substantially equal or comparable to, or greater than, the above mentioned Delta Dental Insurance. The District shall pay one hundred percent (100%) of the cost of a single membership and sixty-five percent (65%) of a two (2) person or family plan.

### **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 two thousand (\$2,000) dollars provided the bargaining unit member documents existing coverage of a health insurance program in which he/she is a member. The amounts 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.

In the event the number of bargaining unit members not subscribing to the District's health insurance increases by one (1) member over the number not subscribing in **2016-17**, the amount indicated above will increase to two thousand-five hundred (\$2,500) dollars for all bargaining unit members taking the buy-out. Each additional member above the number not subscribing in **2016-17** will result in an additional five hundred dollars to a maximum of five thousand dollars (\$5,000). For example, four (4) additional bargaining unit members above the **2016-17** number, not subscribing to the health insurance program shall establish a four thousand (\$4,000) dollar payment. The base payment amount will be re-adjusted each contract year with a minimum payment of two thousand (\$2,000) dollars and a maximum of five thousand (\$5,000).

#### **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 \$175 times the number of staff members in the bargaining unit, not to exceed a maximum of \$4,900 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 July through December, \$2,450 will be available to use for workshops and courses that occur beginning in January of that contract year. Beginning January through June, the remaining \$2,450 will be available for use. On May 1<sup>st</sup> of each year of the 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.

If a bargaining unit member needs to pay for a workshop independently and then get reimbursed from the Workshops and Courses account, the funds will be reserved on a first-come basis so that people in this situation do not miss out on the opportunity to attend the course of their choice. The reimbursement will not be made until after the workshop has been attended and the member has provided a certification of completion or proof of attendance to the person managing the Workshops and Courses 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 that are specifically related to their position in the school 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 an Association 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 Association 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 Association.

### **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 an Association 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 Association.



### **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 an Association representative shall meet to resolve the grievance. At their discretion, either the Board or the Association 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 Association.

### **STEP FOUR**

- a. Within fourteen (14) days of the receipt of the Step Three answers, the Association 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 Association and the Board. Should the parties be unable to agree upon an arbitrator within ten (10) days of the Association acting under Article XVII, Step Four, Item a, then arbitration shall be requested of the American Arbitration Association by the Association. 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, 2022 and continue in full force and effect until June 30, 2025.

## APPENDIX A WAGE SCHEDULES

### JOB CATEGORIES

- I Teaching Assistant
- II Special Ed. Assistant, Custodian I
- III Secretary, Tech Assistant, Custodian II
- IV ESOL Tutor, Speech Tutor
- V Grant-Funded Title Tutor

### New Hires

New Hires will be placed on steps 1, 2, or 3 depending on direct related work experience. In no case will a new hire be placed above step 3 unless the bargaining unit agrees to make an exception.

### Longevity Equation

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

$$\text{Longevity} = \text{Total Service} \times \text{Hourly Wage} \times \text{Longevity } .9\%$$

After 15 years of service to the District, employees will receive longevity according to the formula:

$$\text{Longevity} = \text{Total Service} \times \text{Hourly Wage} \times \text{Longevity } 1\%$$

After 24 years of service to the District, employees will receive longevity according to the formula:

$$\text{Longevity} = \text{Total Service} \times \text{Hourly Wage} \times \text{Longevity } 1.1\%$$

### 1 – 1 Assistants

A stipend of \$1.00 per hour will added to the wage of all 1 – 1 assistants.

### Appendix A Wage Schedule

2022-23	1	2	3	4	5	6	7	8	9	10
I	\$13.93	\$14.36	\$14.80	\$15.25	\$15.71	\$16.22	\$16.71	\$17.23	\$17.78	\$18.40
II	\$14.18	\$14.60	\$15.06	\$15.51	\$15.99	\$16.49	\$17.00	\$17.54	\$18.13	\$18.73
III	\$15.21	\$15.72	\$16.29	\$16.85	\$17.45	\$18.07	\$18.71	\$19.37	\$20.08	\$20.79
IV	\$17.00	\$17.83	\$18.70	\$19.62	\$20.59	\$21.61	\$22.68	\$23.83	\$25.02	\$26.44
V	\$18.06	\$18.94	\$19.87	\$20.84	\$21.88	\$22.98	\$24.13	\$25.36	\$26.63	\$27.62

2023-24	1	2	3	4	5	6	7	8	9	10
I	\$14.35	\$14.79	\$15.24	\$15.71	\$16.18	\$16.71	\$17.21	\$17.75	\$18.31	\$18.95
II	\$14.61	\$15.04	\$15.51	\$15.98	\$16.47	\$16.98	\$17.51	\$18.07	\$18.67	\$19.29
III	\$15.67	\$16.19	\$16.78	\$17.36	\$17.97	\$18.61	\$19.27	\$19.95	\$20.68	\$21.41
IV	\$17.51	\$18.36	\$19.26	\$20.21	\$21.21	\$22.26	\$23.36	\$24.54	\$25.77	\$27.23
V	\$18.60	\$19.51	\$20.47	\$21.47	\$22.54	\$23.67	\$24.85	\$26.12	\$27.43	\$28.45

2024-25	1	2	3	4	5	6	7	8	9	10
I	\$14.78	\$15.23	\$15.70	\$16.18	\$16.67	\$17.21	\$17.73	\$18.28	\$18.86	\$19.52
II	\$15.04	\$15.49	\$15.98	\$16.45	\$16.96	\$17.49	\$18.04	\$18.61	\$19.23	\$19.87
III	\$16.14	\$16.68	\$17.28	\$17.88	\$18.51	\$19.17	\$19.85	\$20.55	\$21.30	\$22.06
IV	\$18.04	\$18.92	\$19.84	\$20.81	\$21.84	\$22.93	\$24.06	\$25.28	\$26.54	\$28.05
V	\$19.16	\$20.09	\$21.08	\$22.11	\$23.21	\$24.38	\$25.60	\$26.90	\$28.25	\$29.30