

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE**

Ellsworth Education Health and Office Professionals/MEA/NEA

And

Ellsworth School Board

FOR

July 1, 2022 through June 30, 2024

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PREAMBLE

This Agreement is entered into between the Ellsworth School Board (ESB) and the Ellsworth Education Health and Office Professionals Association (EEHOP)/MEA/NEA.

WHEREAS, the ESB and the EEHOP have reached certain understandings which they desire to confirm in this Agreement.

NOW THEREFORE, the parties mutually agree as follows:

ARTICLE I
RECOGNITION

A. Associations

The Ellsworth School Department, hereinafter referred to as the "ESD", recognizes the ELLSWORTH EDUCATIONAL HEALTHCARE & OFFICE PROFESSIONALS ASSOCIATION hereinafter referred to as "EEHOP", as the exclusive bargaining agent, as defined in Title 26, M.R.S.A, Section 962, for the purpose of negotiating wages, hours of work, working conditions and contract grievance arbitration pursuant of 26 M.R.S.A. 965, for bargaining unit employees to include, School Administrative Assistants and School Secretaries including Secretaries for Building Administrators, Director of Adult Education, and Guidance Offices who have been employed more than six (6) months

It is the intent of this agreement and purpose of the AGREEMENT to promote harmonious relationships between ESD and EEHOP to assure sound and mutually beneficial employer and employee relations between the parties, to provide an orderly and peaceful means of resolving differences which may arise, and to set forth herein the basic agreement between ESD and EEHOP concerning wages, hours of work, working conditions, and resolution of disputes with the intent to provide the best educational conditions for the Ellsworth School Department.

B. Employees

Unless otherwise indicated, the term "employee" shall refer to all Administrative Assistants and Book Keepers represented by the Association.

ARTICLE II
PROBATIONARY PERIOD

All newly-hired employees shall serve a probationary period of six (6) months as of the initial date of work. During the probationary period, the employee shall not be a member of the unit and shall not be covered by this Agreement until he/she has satisfied the probationary period. Upon completion of the probationary period, employees who are retained shall, be covered by this Agreement.

ARTICLE III
MANAGEMENT RIGHTS

The ESB reserves and retains solely and exclusively all of its inherent rights to manage the schools as such rights existed prior to the execution of this agreement. The sole and exclusive rights of the ESB include but are not limited to:

- its right to establish, continue, change, or abolish any or all of the ESB's policies, practices, rules, regulations and procedures;
- to determine the number, location, hours and types of its operations;
- to determine to what extent the required work shall be performed by employees covered by this AGREEMENT;
- to determine the number, classifications and duties of employees;
- to determine the methods, processes, equipment and materials to be used in the ESD's operations;
- to place and transfer employees in accordance with the agreement;
- to judge the efficiency and competency of employees and establish and maintain a job evaluation program;
- to establish and change work schedules and work assignments;
- to select, hire, direct, transfer and promote employees;
- to lay off, terminate and otherwise to relieve employees from duty for lack of work or other reasons;
- to establish, change and enforce rules for the conduct of employees;
- to discipline and discharge employees; and to take such other measures as may be determined by the ESB to be desirable for the successful operation of its schools and programs.

Notwithstanding any of the foregoing, none of the rights set forth herein shall be used in such a way as to violate the other provisions of the agreement.

ARTICLE IV
ASSOCIATION RIGHTS

A. Association Use of School Facilities

1. The Association shall be permitted to transact official Association business on school property outside of the regular workday. Although it is anticipated that the Association business will be conducted outside the school day, incidental communication during non-student time will be permitted.
2. The Association may request the use of a school facility for meetings during non- instructional times, by submitting a written request to the Building Administrator (BA) of that facility using the forms provided in the ESB approved facility usage policy stating the space required, time of said meeting, and need for any equipment related to conducting said meeting. The request will be made in advance of desired use. Such requests shall not be unreasonably denied.
3. The Association shall have the right to utilize existing employee mailboxes for the distribution of written communications to its members. Further, the Association shall be permitted to post notices, announcements, e-mail, and information leaflets in areas primarily used to communicate messages to employees.
4. The Association shall have the ability to use three (3) days of paid leave for association business, training, or conferences.
5. The ESB will provide the Association with an active bargaining unit list of all employees covered under the collective bargaining agreement annually and for each newly hired employee upon

hiring and each employee upon separation/retirement. The list will include the following: employee name, employee wage, and contact information.

B. Association/ESB Communications

1. The Superintendent or designee shall email the Association President an electronic copy of all ESB agendas with non-confidential attachments and minutes of all ESB meetings.
2. In the event the ESB calls an emergency meeting, the President of the Association shall be notified at the same time and in the same manner as ESB members.
3. The ESB shall provide the Association electronic access to its ESB Policies on the Ellsworth School Department official website.
4. The ESB agrees to make available to the Association all information that is normally construed as public information.
5. The ESB agrees to furnish, upon request, information on staff covered by this contract that has been defined as directory information and any other documents and reports that will assist the Association in processing any grievance or negotiating. Confidential information will only be provided with the consent of the employee(s).

C. Participation in Legal Proceedings

Whenever any representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, mediation, fact finding, arbitration, prohibited practice complaints or any hearing before the Maine Labor Relations Board, he or she shall suffer no loss in pay.

D. Right to Speak at Employee Meetings

The Association may, upon request, be granted at least fifteen (15) minutes immediately following any employee meeting to speak to its members and other employees covered by this collective bargaining unit.

ARTICLE V
EMPLOYEE RIGHTS

- A. The ESB agrees that it shall not directly or indirectly discourage membership in the association, participation in any association activities, and exercise of rights included in this collective bargaining agreement. The parties agree that the Association representatives will not be denied access to meetings or directed not to participate in representation conversations.

B. Discipline

For matters of a less serious nature as determined by the ESB's agent, it's disciplinary action or measures shall normally include the following:

1. Oral or written reprimand

2. Suspension either with or without pay (notice to be given in writing)

3. Discharge

For matters of a more serious nature as determined by the ESB's agent, the ESB's agent may proceed to suspension and/or discharge as a disciplinary action.

C. Just Cause

No employee, having completed the probationary period, shall be formally reprimanded, suspended without pay, or dismissed without just cause. The probationary period for employees under this contract shall be six (6) months from the initial day of work in this bargaining unit.

Employees called to a disciplinary meeting will be given reasonable prior notice and reasons, and may have an association representative present. Meetings, which are part of the observation/evaluation process, shall not require the written notice of reason(s) as required under this section.

D. Discharge

1. If the Superintendent believes there may be a reason for discharge, the employee may be placed on paid administrative leave until the completion of an investigation. It is understood that not all instances will warrant placement on paid administrative leave prior to discharge. In a case warranting placement on paid administrative leave, the employee and the President of the Association will be notified in writing that the employee has been placed on such leave and is subject to discharge.

2. If the Superintendent determines that discharge is warranted, the employee shall receive written notification of the discharge, with a copy to the Association President.

ARTICLE VI
NEGOTIATION PROCEDURES

A. Guidelines

The parties agree to bargain in accordance with Title 26 M.R.S.A, Chapter 9-A.

B. Ratification

The ESB agrees to hold a ratification vote for any agreement, tentatively agreed to by both parties no later than its next regularly scheduled meeting following ratification by the Association.

C. Amending this Agreement

This agreement shall not be modified in whole or in part by parties except by an instrument in writing duly executed by both parties.

Negotiations may be opened at any time covering a specific article or articles by mutual consent of both parties.

D. Meeting Process

Representatives of the ESB and the EEHOP shall meet upon written request of either party.

ARTICLE VII
WORK WEEK AND WORK SCHEDULE

A. Work Day/Week

Employees who are assigned a normal work week of thirty-five (35) hours or more will be considered full-time employees. Generally, employees will be assigned a normal work week totaling the number of hours that they have customarily been assigned, up to 40 hours. It may be necessary to change the normal schedule to meet the operational needs of the ESD. Such non-emergency changes shall be posted for ten (10) workdays prior to these changes. Employees who are assigned a minimum of two hundred thirty-five (235) scheduled days, including vacation and holidays, will be considered year-round employees. Summer work schedules are to be determined in consultation with building administrator with the aim of providing staff coverage for every weekday and the opportunity for some flexibility in scheduling.

Overtime pay at the rate of one and a half (1 ½) times the base hourly rate will be paid for all hours actually worked over forty (40) hours in a normal work week. Overtime hours must be approved by administration.

B. Lunch

Employees working in excess of six (6) consecutive hours shall have the opportunity for a half-hour (30 consecutive minutes) paid duty-free lunch break scheduled by the BA, utilizing the ESD time keeping system to record the lunch break.

C. Release Time

If the start of the school day is delayed or if employees are dismissed due to inclement weather or emergency situations, and the school day is a countable day, Employees will be paid for the full day.

If the school day is cancelled due to a storm day and/or emergency situation, Employees will be given the option to apply an available vacation day to the cancelled day. Employees assigned to schools and the adult education program are not to report to work on snow days, except under unusual circumstances and when requested by the B/A.

D. Holidays

Holiday pay for an unworked holiday shall be computed on the basis of the employee's normal hourly rate of pay for the number of straight-time hours the employee would have normally worked had the day not been a holiday. If an employee works on a holiday, he/she will be compensated at one and one half the hourly rate. The following shall be recognized and observed as paid holidays when they are observed during an employees work year: (when observed during the employees work year)

New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Patriots' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People's Day, Veterans' Day, Thanksgiving Day, day following Thanksgiving Day, Christmas Day

E. Less Than Full-Time Employment

Employees who work less than full time shall receive prorated salary and benefits based upon hours worked compared to full time.

Call Time and Substitute Scheduling

A. Call Time

Any employee called to work outside their regularly scheduled hours, and the extra time is not appended to the beginning or the end of their regularly scheduled hours, shall be paid for a minimum of two hours. Only Actual hours worked count toward OT.

B. Scheduling of Substitute Employees

Whenever possible, sub calling will be done during the regular work day. Employees assigned to Sub Calling outside the regular work day shall be awarded a minimum of one hour pay for any day required to sub call.

ARTICLE VIII
NOTICE

A. Written Reasonable Assurance

Employees shall be provided written reasonable assurance each year of the ESB's intent to reemploy for the following year. This assurance shall be provided no later than the last payroll date in June.

B. Employee Resignation

Employees have the right to resign upon submitting a minimum of two (2) week's written notice, unless such time is waived by the ESB. Employees have seven (7) days to rescind the submitted resignation without loss in employment status and seniority.

C. Change in Work Schedule

In the event that an employee's regular work schedule/position is changed to a different regular work schedule/position involuntarily by the ESB, the employee's supervisor shall inform the employee of the change in writing prior to its effective date and with two (2) weeks' notice whenever possible. Such changes in work schedule/involuntary transfer shall be made for program reasons. In the event the new work schedule will cause the unit member to be transferred to another location and create substantial financial hardship, or if the new work schedule represents a reduction in hours, upon written request, the Superintendent will review the change in placement and consider factors such as those outlined in the RIF Article, to determine if the needs of the student can be met in an alternate manner.

D. Posting of Vacancies

A notice of any vacancy in the unit shall be posted internally for three (3) days. An internal applicant shall be given an interview of promotion or transfer. If no suitable candidate applies, as determined by the building administrator, the ESD can advertise the vacancy on the ESD website and publicly.

The term promotion shall be defined as the advancement of an employee to a higher paying position or a position with more hours. Employees within the bargaining unit shall have first consideration for all positions for which the employee, in the judgment of management, has the ability to complete the duties. Wherein the judgment of management, ability and qualifications are equal, seniority shall be the determining factor.

Employee shall retain bumping rights in their former impact area for up to one year. If the employee wishes to be moved back into their previous position, the employee must request the movement in writing to the Superintendent.

ARTICLE IX JOB DESCRIPTIONS

A. Written Job Descriptions

Each employee shall be provided with a current written job description

B. Placement on Scale

Employees will be placed on the appropriate wage scale based on Employee authorization held and/or years of educational work experience as determined by the Superintendent of Schools. However, in no event shall a new employee be placed on a step level above any current employee in the same classification in which the current employee has equal or greater recognized/credited prior work experience and/or education.

Employees are eligible to move horizontally on the scale/schedule only at the beginning of the contract year provided the employee has submitted a written notice of a change/anticipated change in authorization/certification to the Superintendent not later than January 31st of the previous contract year. In the event that written notice is not provided or documentation of new authorization/certification is not provided, the Superintendent shall not be required to advance the employee to the next horizontal scale.

C. Medication and Medical Procedures

Please reference Policy JLCD: Administration of Medication to students.

1. No employee shall be required to administer or dispense any prescription medication to a student or perform any medical procedure upon a student other than rendering emergency first aid unless specified in their job description.
2. Any such employee who administers medication shall be provided with adequate training regarding the medication or medical procedure.
3. The ESB shall indemnify and hold harmless the employee against any claims resulting from required administration of prescribed medication or performance of authorized medical procedures.

ARTICLE X
EVALUATION/PERSONNEL FILE

A. Evaluation

1. All monitoring or observation of the work or performance of an employee shall be based on the adopted evaluation criteria of the ESB and be conducted openly and with the full knowledge of the employee. This provision does not limit the evaluator to include as part of a written evaluation report, observations of work or activity of the employee resulting from normal day to day interactions and operations.
2. Employees shall be informed of the identity of their evaluator.
3. The evaluation form used by the evaluator shall be provided by the Superintendent, as approved by the ESB.
4. An employee shall be given a copy of any evaluation report prepared by his evaluators within ten (10) working days. No such report shall be submitted to the Central Office, placed in the employee's file or otherwise acted upon unless the employee receives a copy of such report. No employee shall be required to sign a blank or incomplete evaluation form.
5. An employee shall have the right to discuss their evaluation with their supervisor and to submit a response in writing. In all cases an employee will have ten (10) workdays to respond.
6. Either the employee or the evaluator shall be entitled to a conference to discuss the evaluation. The employee has a right to review the written evaluation prior to the conference.
7. All documents, which are part of the evaluation process, shall be placed in the employee's personnel file before the effective date of an employee's termination of employment.

B. Personnel File

1. The Superintendent shall maintain for official school department purposes, confidential personnel files in accordance with statutes.
2. An employee shall have the right, upon written request, to review the contents of his/her personnel file during regular business hours and to receive copies of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him/her during such a review.
3. Although the ESB agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish a separate personnel file which is not available for the employee's inspection.
4. No material shall be placed in an employee's personnel file unless the employee has received, signed, and dated the material. It is understood that the signature of the employee indicates the employee has seen, read, and reviewed the material and acknowledges understanding that the material will be made part of the employee's personnel file. It is also understood that the signature does not necessarily indicate the employee agrees with the contents of the materials.

5. An employee may petition the superintendent to remove such material from their personnel file. The Superintendent's decision is not grievable.

C. Complaints

1. Any written complaints, which are used in any manner in evaluating or disciplining an employee, shall be called to the attention of the employee within 48 hours.
2. The employee shall be given five (5) working school days to respond to and/or rebut such complaint and shall have the right to be represented by the Association at any conferences or hearing regarding such complaint.
3. Any investigation resulting from such complaint shall be initiated within fourteen working days following the employer's receipt of the written complaint.
4. If the subsequent investigation shows that the complaint lacks merit or is unfounded, the investigation and complaint shall be attached and clearly indicated that the complaint lacked merit.
5. No material that is anonymous shall be placed in an employee's personnel file.
6. Employees are encouraged to periodically review their file.

ARTICLE XI
INSURANCE

A. Health Insurance

1. Employees will be provided a choice of one of the following benefits:
 - 100% of single subscriber premium for the ESB approved preferred health insurance plan, or;
 - 100% of single subscriber premium for the ESB approved preferred dental plan and the long term disability plan.
2. The ESB approved preferred plan is the MEA Choice Plus for the duration of this agreement.
3. The plan offered should be consistent with that generally offered other ESB employees. At the employee's option, employee may purchase additional coverage at the ESB rate. The employee may also select as an option for health insurance the MEA Standard 500 plan or the Standard 1000 plan. If selected by the employee, the cost to the ESB will not exceed the cost of the preferred plan. These options do not change the definition of the 'ESB approved preferred plan.
4. Employees who work at least 20 hours per week but less than 35 hours per week shall receive the pro-rated benefits.

B. Couples Employed in ESD

Should an employee of ESD have a spouse employed by the school unit, the employees may combine their insurance benefits provided by the ESD to apply to either a two person or full family option. When employees select such an option, it is understood that the total cost to the school unit(s) shall not exceed the cost of the option selected by the employees.

C. Insurance Opt Out

Employees who opt out of or decline ESD health insurance coverage shall provide the following:

1. Written attestation that the employee has declined the ESD's coverage.
2. Written evidence that the employee and all other individuals with whom the employee reasonably expects to claim a personal tax exemption for the taxable year(s) that begin or end with the employer's health plan year have or will have minimum essential coverage (other than coverage in the individual market) during the period of coverage.
3. Once an employee provides the district with the above paperwork, the employee will receive a \$3,000 cash in lieu payment for opting out of ESD Health Insurance.

D. Section 125 Plan

The ESB agrees to formally adopt a section 125 plan to permit employees to pay insurance premiums with pretax dollars.

E. Continuation of Coverage

Any employee who has separated from service shall be entitled to continue his/her insurance coverage, in accordance with state/federal law.

ARTICLE XII
PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

A. Required Participation Reimbursement Costs

An employee who is required and/or requested by the Superintendent or the BA to take a course or participate in a workshop, conference or seminar, not presented by the ESB as part of the regular work year/provided by an external vendor, shall be reimbursed for costs incurred, to include registration, tuition costs, and mileage costs at the ESB approved per mile rate. In the event that expenses for meals, lodging, tolls, commercial conveyance, or parking are necessitated by the requirement, those costs shall be reimbursed at the ESB approved limits, upon submission of itemized receipts. The course/workshop/etc. must be approved using the ESB's standard operating procedure for course/workshop approval.

B. Reimbursement for Requested Courses

1. Employees may be reimbursed for the cost of tuition for course work which is approved by the Superintendent. Such coursework must be relevant to the employee's job assignment and necessary for the position they currently hold and/or a position the employee seeks to professionally grow. In addition, Employees may be reimbursed up to \$100.00 per course for books and required fees.

2. The course must have the prior approval of the Superintendent before enrolling in the course, using the ESB's standard operating procedure for approval.
3. The district will reimburse the equivalent of three credit hours or equivalent Continuing Education Units (C.E.U.) at the University of Maine undergraduate rate per contract year. Employees seeking to authorize/obtain certification for the Educational Technician II or III levels will be reimbursed for an additional three credit hours or equivalent Continuing Education Units (C.E.U.) per contract year. Employees seeking to attain a degree in a Superintendent approved degree program or credits towards an Educational Technician authorization certificate in another approved program may be reimbursed for an additional three credit hours per contract year. Employees may take courses from any institution of higher education or from any agency approved by the Department of Education. The date the reimbursement check is issued will be used to determine to which contract year the reimbursement applies.
4. Approval of the reimbursement is contingent upon the availability of ESB funds.
5. It is the employee's obligation to take advantage of Third Party Billing options available at educational institutions and agencies. If an educational institution does not offer a Third Party Billing arrangement option, he/she shall pay the course costs and receive reimbursement as outlined below.
6. Reimbursement or Third Party Payment shall be contingent upon successful completion of the course with a grade of B or better in a graded course and a Pass in a Pass/Fail grading system. Prior to reimbursement/Third Party Payment, verification of successful completion by official transcript or proper documentation and proof of payment will be made by the employee.
7. If an Employee receives course reimbursement, he/she shall continue to be employed by the ESB for a period of one year following his/her receipt of the reimbursement.

If during such one-year period, the employees voluntarily leaves the employment of the ESD, he/she will reimburse the ESD for all amounts paid.

C. Attendance at Workshops

1. Employees may use professional leave to attend workshops, conferences, or seminars which directly relate to their present work assignment. The number of employees attending a particular training may be limited.
2. The workshop must have the prior approval of the Superintendent before enrolling in the workshop, using the ESB's standard operating procedure for approval. Registration fees shall be paid directly to the vendor.
3. Employees may be reimbursed for mileage costs, lodging, and meal expenses at the ESB approved limits.
4. If an employee does not attend the approved workshop he/she is responsible for all costs, including non-refundable registration fees and/or cancellation fees.

5. Approval is contingent upon the availability of ESB funds. Requests that are directly related to job performance will not be unreasonably denied if funding is available.

ARTICLE XIII
LEAVES

A. Sick Leave

1. Leave for personal illness shall be earned at the rate of fourteen (14) days per year, accrued at the beginning of the contract. Including days from previous years as well as the current school year, employees shall accumulate a maximum of 110 days. After completion of 20 years of service in ESB, employees may accrue an additional 30 days of sick leave. Should an employee begin work after the start of the year or leave before the completion of the year, his/her sick leave shall be prorated. Any employee who leaves the employment of the ESB and who has been paid for unearned sick leave days, shall have the total amount of unearned days deducted from his/her final pay.
2. Employees shall notify the BA when using sick leave, medical appointments require pre-approval using the ESB leave request system.
3. An employee may use accumulated sick leave to care for a member of the immediate family when such illness requires the presence of the employee. Immediate family is defined as mother, father, spouse, domestic partner, son, daughter, step-child, siblings, grandmother, grandfather, mothers and fathers in law, sisters and brothers in law. Other family members not previously defined shall be considered at the sole discretion of the Superintendent of Schools. These days shall be deducted from sick leave. Additional days for family medical leave may be granted by the Superintendent at his/her discretion and is final and not grievable.

The ESB and Association agree to support the provisions of the Family Medical Leave Act.

4. Additional leave for personal illness may be granted by the Superintendent with a deduction based on the employee's per diem rate.
5. The ESB may request a physician's certificate for any employee who has:
 - a. been absent for at least three (3) consecutive days,
 - b. utilized sick leave in a manner which indicates possible abuse.
6. If an employee is eligible for workers' compensation benefits, the employee shall receive full sick leave pay, providing that s/he has accumulated sick leave available, until workers' compensation benefit payments begin.
7. Should an employee not wish to use his/her accumulated sick leave when workers' compensation benefit payments begin she/he shall so notify the Superintendent in writing.

B. Sick Bank

The board agrees to the idea of a sick bank for its members. We will spend the 2022-2023 school year working collaboratively on its development for implementation in the fall of 2023.

C. Personal Leave

At the beginning of every school year, each employee shall be credited with three (3) days paid leave to be used for the employee's personal business. An employee planning to use a personal leave day shall notify his/her supervisor at least three (3) days in advance, except in cases of emergency. Employees may roll three unused personal days into the following work year as a sick leave day.

D. Bereavement/Funeral Leave

Up to seven (7) days in the event of death in the employee's immediate family and/or household, with one of those days for other relatives or close friends. In the event of a sudden unexpected death of a spouse, child, or parent, the District shall grant the employee up to fourteen (14) days of paid leave.

E. Parental Leave

Disability resulting from pregnancy or childbirth shall be treated like any other disability or illness for the purpose of sick leave. Leaves granted pursuant to these provisions shall be coordinated with the Family Medical Leave Act (FMLA) to the extent allowable by law. Employees under this agreement are eligible for leave under FMLA with the first 6 (six) weeks from the date of birth being paid from accumulated sick leave, if available. Employees who adopt a child will be eligible for the same leave benefit.

F. Jury Duty & Court Appearance Leave

1. Employees shall be granted a paid leave of absence any time they are required to report for jury duty or jury service during a normal working day. Employees excused from jury duty during normal work hours shall report back to their places of employment promptly.
2. Employees shall reimburse the ESD for any pay received for jury duty, the intent of which is to assure that the employee receives no more than his regular daily rate of pay. Said reimbursement shall be deducted from the next regular payroll after the employee receives payment from the State of Maine.
3. If an employee is required to appear in court at the request of ESB, this will be paid work time.

G. Additional Leaves

From time to time unpaid leaves of absence may be approved by the Superintendent or the ESB for personal or educational reasons. If granted, the employee will return to a similar position and be restored to accrued sick leave and benefits credited prior to the leave.

If the leaves are of 45 work days or less, or if the leave is for a university/college and Superintendent approved student teaching experience for credit, the employee may be approved at his or her cost, to continue health insurance benefits as long as the ESD Office received full payment in advance of insurance company deadlines. For unpaid leaves of greater than 45 work days, excluding leave for a

university/college and Superintendent approved student teaching experience for credit, this benefit is not available. The employee may be entitled to continue his/her insurance coverages in accordance with state laws. Employees on an extended leave of absence must indicate in writing prior to March 31 their intent to return to their position. Failure to return and/or indicate intent to return will effectively terminate their employment and result in forfeiture of all rights and benefits to which that employee was entitled at the time of the leave of absence. This does not forfeit the right of the employee to request an additional leave of absence or prohibit the ESB from granting an extension of the leave of absence. The request for additional leave must be made in writing prior to March 15 of the year of leave.

H. Earned Paid Leave

This section is intended to implement Maine's Earned Paid Leave (EPL) Law, 26 MRSA §637.

1. Accrual of Earned Paid Leave

- a. Effective with the effective date of this agreement employees shall accrue one hour of EPL for every 40 hours worked, beginning with the first day of employment, up to a maximum of 40 hours per year.
- b. EPL accrued under this law is not additional leave beyond what is provided in the employee's employment agreement or the collective bargaining agreement under which the terms and conditions of employment is governed.
- c. Employees may not use EPL until they have been employed for 120 calendar days. EPL cannot be used before it is earned and must be used in one-hour increments.
- d. Employees employed by the school unit prior to January 1, 2021 will be eligible to use accrued EPL 120 days after their start date.
- e. For eligible employees the designated year for purposes of accrual and use of earned paid time off shall be the contract year.
- f. Any use of such EPL shall run concurrently with any other type of paid leave for which the employee is eligible (such as sick or personal). The employee may designate which type of leave EPL will be deducted from.

2. Allowable Uses and Notice Requirements – EPL may be used for any purpose, planned or unplanned.

- a. Planned Purpose: Employees shall provide three days' advance written notice to their supervisor to use EPL for a purpose that can be planned. Such purposes include, but are not limited to, weddings/social events, vacation, or recreational activity, or the teacher exchange day. Any such use of EPL shall run concurrently with any other type of paid leave for which the employee is eligible for this purpose (such as sick or personal leave).

Planned EPL shall not be used for more than three (3) consecutive work days. Planned EPL cannot be used on the days immediately before and/or after a holiday or vacation period, or on any other days determined by the employee's supervisor to conflict with the school unit's operational needs without prior approval of the superintendent.

- b. Unplanned/ Emergency Purpose: EPL may be used for an emergency, illness or injury, or other sudden necessity for which the employee does not have advance notice; is beyond the employee's control to schedule; and is otherwise unforeseeable.

The employee's supervisor may request appropriate documentation demonstrating the necessity of using EPL for unplanned purposes if an employee requests such leave for three (3) consecutive work days or more.

3. Carryover

- a. Up to 40 hours of unused, accrued EPL may be carried over to the next designated year. However, the amount of leave that an employee may accrue in that year will be reduced by the number of hours carried over.

4. Separation from Employment

Earned paid leave will not be paid out upon separation of employment, and it may not be used to extend an employee's employment beyond the last day actually worked.

5. In the event that Maine law changes or eliminates the eligibility of employees covered under this agreement, this section will become null and void.

I. Payment for Unused Sick Leave at Retirement/Separation

Employees covered under this agreement will be compensated for unused sick leave at his/her hourly rate of pay according to the following schedule. Notice to retire must be submitted in writing to the ESD Superintendent's Office not later than February 1 of the calendar year in which the employee shall retire/separate. In the event of extenuating, emergency circumstances beyond the employee's control, an employee may request, in writing to the Superintendent, a waiver of the February 1, notification deadline. The Superintendent's decision on the request shall not be grievable.

Retire/separate at age sixty-two (62) and with the last ten (10) years of consecutive service in ESD/RSU 24 – up to 30 days of accumulated unused sick leave at the employee's current hourly rate of pay.

Retire/separate at age sixty-two (62) and with the last fifteen (15) years of consecutive service in ESD/RSU 24 – up to 35 days of accumulated unused sick leave at the employee's current hourly rate of pay.

Separate after fifteen consecutive years of employment in the ESD – up to 15 days of accumulated sick leave at the employee's current rate of pay. In the event of extenuating, emergency circumstances beyond the employee's control, an employee may request, in writing to the Superintendent, a waiver of the February 1, notification deadline, provided the employee has worked the last fifteen consecutive years in the ESD.

J. Vacation Days

Employees presently earning Vacation Days will be grandfathered at their present level. These days are earned as follows:

1st year	One day per month up to 10 days
2nd – 3rd years	10 days
4th – 6th years	15 days
7th -15th years	20 days
16th – 20th years	20 days plus \$1,000 stipend (plus one additional day)
21st year plus	Two (2) additional day per year plus \$1,200 stipend

ARTICLE XIV
WAGES

- A. The wages of all eligible employees covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.
- B. All new hires, will receive no less than Step 0 for their position on the wage scale (Schedule A).
- C. The normal payroll cycle will be bi-weekly on Friday. The Association will be notified in the event that the pay schedule must be altered. Employees will receive their first paycheck on the next payroll after completing one (1) week of work. Employees shall be paid for hours worked, in accordance with Maine and Federal law. Employees shall be paid in either twenty-one (21) or twenty-two (22) installments (depending upon the payroll calendar) or by averaging wages over 26 installments. Employees shall make their election at the beginning of the school year and may not change their election for the duration of the school year.
- D. The ESB reserves the right to make other such pay arrangements as are necessary to meet emergency needs of employees.
- E. The ESB reserves the right to make other such pay arrangements as are necessary to meet mandated requirements of federally or state funded programs.
- F. In the event the District switches to remote learning, the ESB is committed to supporting employees in fulfilling the responsibilities of their position, supporting professional appropriate development activities as approved by their supervisor, or to work in another capacity in which they are approved and capable.

ARTICLE XV
PAYROLL DEDUCTIONS

- A. Upon receipt of written authorization from any employee, the ESB shall provide payroll deduction including but not limited to insurance, retirement contributions, pension funds, dues, and others as authorized by the ESB in addition to those required by law.

- B. Association Dues

The Association shall certify to the Superintendent the amount of dues to be deducted for each school year. Dues shall be remitted to the Association monthly. The Association shall indemnify, defend, and hold the ESB harmless against claims and suit of any nature which may arise by reason of said dues, deductions, and the transmission of same to the Association.

- C. Electronic Direct Deposit

Participation in the direct deposit of net pay and the electronic distribution of payroll advice slips is mandatory. A savings or checking account at a financial institution is required to enroll in direct deposit. Employees who can demonstrate that he or she is unable to establish an account at a financial institution may request an exemption. Electronic advice slips shall be emailed no later than one day preceding designated pay dates.

- D. Employees who are required to use their personal vehicle for official ESD business shall be reimbursed at the district rate for all miles involved. Employees shall be reimbursed for other expenses in accordance with district policy.
- E. The Board or its designee shall post a copy of the negotiated agreement for new and current members to have access to.

ARTICLE XVI
REDUCTION IN FORCE

A. Position Elimination

- 1. In the event that the ESB determines that a reduction in the workforce is necessary, the ESB shall notify the Association in writing of the positions to be eliminated and shall give the Association an opportunity to discuss the elimination of such positions with the ESB or designee. The final decision pertaining to these matters shall remain solely the prerogative of the ESB.
- 2. This Article is not applicable to the ESB's decision to discontinue the employment of a probationary employee, as defined in this agreement.

B. Seniority

- 1. Seniority shall be based upon continuous employment within the ESB or its prior school departments from the most recent date of employment in the bargaining unit. When two or more employees have the same seniority, the employee with the greater of length of total related educational work experience shall be deemed to have the greater seniority. When an employee moves from one impact area to another their seniority goes with them.
- 2. Part time employees shall accrue seniority on a pro rata basis, based upon the employee's full-time equivalent (FTE). Part time employees shall be considered along with all other full time employees when a position is eliminated. Provided, however, that in the event of the elimination of a part time position a part time employee whose contract would not otherwise be terminated may be required to choose between assuming a full time position and accepting layoff.
- 3. The seniority list using the above criteria and impact area will be provided to the President of the Association by the Superintendent by October 15 of each year. Any disagreement with the seniority list will be reported to the Superintendent within ten working days and revised by mutual agreement of the Association and the Superintendent.

C. Criteria for Selection

- 1. When a position is to be eliminated, the criteria that shall be considered will be the following with equal weight being:
 - a. Seniority
 - c. Qualifications to meet educational program needs
 - e. Performance Evaluation and work record

D. Notification

1. Any employee laid off shall receive at least a thirty (30) calendar day written notice.
2. The Superintendent will notify the Association of all employees who are to be laid off at the time of notice is given to each employee.

E. Recall

1. Any non-probationary employee who is laid off shall have recall rights within the impact area held at the time of the layoff for a period of up to two (2) years from his/her effective date of layoff. The employee must hold full and current authorization for the position. It is the responsibility of the employee to inform the Office of the Superintendent of his/her current address. Employees shall be recalled in their inverse order of layoff.
2. No new hires will be employed in an impact area until all employees subject to recall have:
 - a. Waived recall rights in writing;
 - b. Resigned;
 - c. Failed to accept within one (1) calendar week of receipt of written notice of recall to the position offered or within two (2) calendar weeks of the first attempt to deliver the certified letter with a return receipt requested by the District;
 - d. Failed to report to work within fourteen (14) calendar days after receipt of notice of recall unless the provision is waived by the ESB.

F. During the recall period an employee's acceptance of a part time position within the District shall not affect his/her recall rights to a full time position held at the time of layoff.

G. Other Considerations

- a. All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, previously earned seniority, and credits toward sabbatical eligibility, shall be restored upon return to active employment; an employee recalled shall return to his/her earned salary step as of the effective date of layoff.
- b. Employees who have been laid off may participate, at their own expense, in the District's group health insurance plan as is permitted under the insurance contract and COBRA.
- c. An employee who has been notified of elimination or reduction effecting the current school year shall be granted up to three (3) days with pay for the purpose of seeking alternative employment. Requests for such leave should be made in writing to the Superintendent. Additional leave may be granted on a case by case basis at the discretion of the Superintendent.

ARTICLE XVII
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problem which from time to time may arise affecting terms and conditions of employment of

employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. To this end both parties agree to share available information that may be necessary to process any grievance.

2. Nothing herein contained shall be construed as limiting the right of anyone covered by this Agreement to discuss a grievable matter informally with any member of the administration, and having the grievance settled or adjusted without intervention of the EEHOP provided the settlement or adjustment is consistent with the terms of the Agreement and the EEHOP is notified of that adjustment or settlement.

B. Definitions

1. A "grievance" is an alleged violation of this Agreement or any dispute with respect to the meaning or application of the specific terms of this Agreement.
2. An "aggrieved employee" is the employee or employees making the claim.
3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean working school days except that "days" shall include Monday through Friday except legal holidays during summer vacation.
5. If, in the judgment of the EEHOP, a grievance affects a group or class of employees, the EEHOP may begin the grievance procedure at the lowest possible level and to proceed, as needed, through the steps listed on the grievance form (Appendix A).

C. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. A grievance shall not be processed after the time limits specified may be extended by mutual written agreement between the Superintendent and the EEHOP.

D. Informal Procedure

If the employee feels that he/she may have a grievance, he/she shall have the right to have the EEHOP Representative assist him/her in further efforts to resolve the problem informally with the BA or other appropriate administrator within ten (10) days after meeting with the BA or other appropriate administrator. This meeting concludes the informal procedure unless there is mutual agreement to postpone level one of the formal procedure.

E. Formal Procedure

1. Level One- School BA
 - a. If an aggrieved employee is not satisfied with the outcome of the informal procedure, he/she may present his/her claim as a formal grievance in writing within ten (10) days after the conclusion of the informal procedure as defined in D2 above.

- b. The BA shall, within ten (10) days after receipt of the written grievance, render his/her decision and reasons therefore in writing to the aggrieved employee, with a copy to the President of the EEHOP.
 2. Level Two- Superintendent
 - a. If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level One, he/she, within ten (10) days after receipt of the BA's written decision, or, if the BA has not rendered a written decision in the time required, within ten (10) days after the BA's receipt of the formal grievance, shall file the written grievance to the Superintendent with copy to EEHOP.
 - b. The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the aggrieved employee and with representatives of the EEHOP for the purpose of resolving the grievance.
 - c. The Superintendent shall, within ten (10) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved employee, with a copy to the EEHOP President.
 3. Level Three- ESB
 - a. If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level Two he/she may within ten (10) days after receipt of the Level Two written decision or if the Superintendent has not rendered a written decision in the time required within ten (10) days after the meeting at Level Two file the grievance with the Chairperson of the ESB.
 - b. The ESB shall at its next regularly scheduled meeting meet with the aggrieved employee and his/her representatives for the purpose of reviewing the grievance.
 - c. In the event that the grievance proceeds to the ESB level the EEHOP may request that such meeting be placed first on the ESB'S meeting agenda.
 - d. The ESB shall within ten (10) days after such meeting render its decision and the reasons therefore in writing to the aggrieved employee with a copy to the EEHOP President.
 4. Level Four -Impartial Arbitration
 - a. If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level Three he/she may within ten (10) days after the decision or if the ESB has not rendered a written decision in the time required/ within ten (10) days after the meeting with the ESB request in writing to the President of the EEHOP that his/her grievance be submitted to arbitration.
 - b. The EEHOP shall within ten (10) days after receipt of such request if the EEHOP determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by so notifying the ESB in writing.

- c. The Chairperson of the ESB and the President of the EEHOP, or their designees, shall within ten (10) days after such written notice jointly select a single arbitrator who is an experienced and impartial person of recognized competence by submitting a list of names of such persons to each other. If the parties are unable to agree upon an arbitrator within ten (10) days, The American Arbitration Association shall immediately be called upon to select one.
- d. The arbitrator shall as soon as possible after his/her selection meet with the parties to conduct a hearing on the grievance and within thirty (30) days thereafter shall render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by the law or which violates the terms of this Agreement. The arbitrator shall also be without power to add to subtract from or modify the provisions of this Agreement and shall confine any decision to the meaning of the written Agreement. The decision of the arbitrator shall be submitted to the ESB and the EEHOP and shall be final and binding on the parties subject only to judicial review.
- e. The costs for the services of the arbitrator shall be borne equally by the ESB and the EEHOP.

F. No Reprisals

No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reasons of such participation.

G. Miscellaneous

- 1. All documents, communications, and records dealing with the processing of a grievance shall be filed in the Superintendent's office, separately from the personnel files of the participants.
- 2. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Grievance Procedure.
- 3. Any discrimination or sexual harassment complaint filed under this section shall be processed in an expedited manner.
- 4. As provided by law, when an employee is not represented by the Association, the Association shall have the right to be present during all levels of the formal procedure.

ARTICLE XVIII
HEALTH AND SAFETY

No employee shall be required to work under conditions which he/she in good faith believes exposes him/her to an imminent danger of injury, death or damage to his/her health. An employee who declines to work under such circumstances shall notify his/her supervisor as soon as possible but at no time will a student or responsibility be abandoned or left unattended. Employees will not be terminated for declining to work under the above conditions. A meeting to resolve the issue will be held within five (5) days of the employee declining to work.

The parties agree an employee can request an ergonomical evaluation of their workspace. Such evaluation shall take place within 14 days of receipt of request. Upon findings of evaluation, ESD will meet with employee and discuss steps to correct workspace.

ARTICLE XIX
SAVINGS OR SCOPE AND SEPARABILITY

In the event that any provision of this Agreement is found to be in conflict with any state, federal or other applicable law, such law(s) shall prevail and such provision of the Agreement shall be considered invalid and void. Such invalidity shall not affect the validity of remaining provisions of the Agreement, which shall remain in full force and effect. Negotiations on the provision(s) found invalid shall commence within ten (10) days of a written request by either party.

ARTICLE XX
DURATION OF THE AGREEMENT

This agreement shall be effective as of July 1, 2022, and shall continue in effect until June 30, 2024.

Further, the contract shall expire at midnight on June 30, 2024 unless extended mutually in writing by the parties. In the event that a successor Agreement has not been ratified prior to its expiration, wages and benefits will continue uninterrupted as stipulated in this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands this 13th day of January, 2023.

For the Ellsworth Educational and
Healthcare Office Professional Association

Chair, Sherri Cox

Date

Member, Jennifer Astbury

Date

For the Ellsworth School Board:

Chair, Kelly McKenney

Date

Member, Paul Markosian

Date

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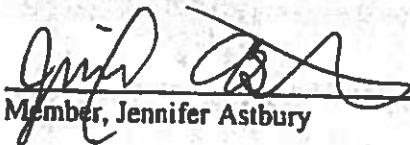
For the Ellsworth Educational and
Healthcare Office Professionals Association



Chair, Sherri Cox

1-13-23

Date

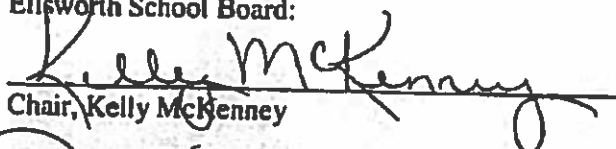


Member, Jennifer Astbury

01-13-23

Date

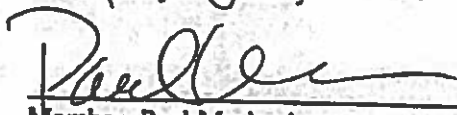
Ellsworth School Board:



Chair, Kelly McKenney

1/13/2023

Date



Member, Paul Markosian

1/13/2023

Date

APPENDIX A
RATES OF PAY

<u>2022-2023*</u>		<u>2023-2024</u>	
Step	Wage	Step	Wage
0	\$17.50	0	\$18.50
1	\$17.50	1	\$18.50
2	\$17.50	2	\$18.50
3	\$17.58	3	\$18.58
4	\$17.81	4	\$18.81
5	\$18.02	5	\$19.02
6	\$18.29	6	\$19.29
7	\$18.54	7	\$19.54
8	\$18.80	8	\$19.80
9	\$19.05	9	\$20.05
10	\$19.31	10	\$20.31
11	\$19.56	11	\$20.56
12	\$19.81	12	\$20.81
13	\$20.07	13	\$21.07
14	\$20.32	14	\$21.32
15	\$20.57	15	\$21.57

****2022-2023 will be retroactive to July 1, 2022**

No employee may move more than one step on the scale in one year.

Employees at the top of the scale shall receive the following increases in hourly wage:

2022-2023: \$4.00 increase to hourly rate

2023-2024: 4.5% increase in hourly rate

All paychecks will be electronically direct deposited and advice slips will be issued by email. Employees who can demonstrate that they are unable to establish an account at a financial institution may request an exemption. For employees without email access, the school administrative assistant can print advice slips if requested by the employee in writing.

APPENDIX B
GRIEVANCE FORM

It is important that grievances be processed as quickly as possible. The time limits set forth below and in Article XVII of the collective bargaining agreement are maximums which may be extended only by written agreement between the aggrieved person and the Administration or the ESB. This form is intended to provide a convenient mechanism for the processing of grievances. However, it is not intended to replace or to relieve the aggrieved person from reading and complying with Article XVII of the collective bargaining agreement.

LEVEL ONE GRIEVANCE

1. Date of Alleged Contract Violations(s)

3. Date Submitted to BA (not more Than 20 days after date in 1)

4. Date and Signature of BA Indicating Receipt of Grievance

2. Date(s) Informally Met with BA

5. Ed Tech/Class of Ed Techs (Aggrieved Persons)

6. School

7. Specific Contract Provisions Alleged to Have Been Violated

8. Please Describe in Detail How the Contract was Allegedly Violated (attach additional pages if necessary)

Number of Additional Pages Attached: ____

9. Please Describe in Detail the Remedy or Relief Requested (attach additional pages if necessary)

Number of Additional Pages Attached: ____

10. Signature of Aggrieved Person

LEVEL ONE DECISION

11. Date of BA's Decision (not more than 5 Days after Date in 3)

12. Signature of BA Rendering Decision

13. Date and Signature of Aggrieved Person Indicating Receipt

14. BA's Decision and Reasons Therefor (Attach Additional Pages if Necessary)

Number of Additional Pages Attached: _____

LEVEL TWO GRIEVANCE

**15. Signature of Aggrieved Person
Appealing Level One Decision**

**16. Date Submitted to ESB Chairperson
(Not more than 5 days after date in 12
Or, if BA has rendered no decision, not
More than 10 days after date in 4)**

**17. Date and Signature of EEHOP
President Indicating Receipt**

**18. Date Submitted to Superintendent
(Not more than 5 days after date in 17)**

**19. Date and Signature of
Superintendent Indicating Receipt**

**20. Date of Meeting with Aggrieved
Person (not later than 10 days
after date in 19)**

LEVEL TWO DECISION

**21. Date of Superintendent's Decision
(not more than 5 days after date in 20)**

22. Signature of Superintendent

**23. Date and Signature of Aggrieved
Person Indicating Receipt**

24. Superintendent's Decision and Reasons Therefore (attach additional pages if necessary)

Number of Pages Attached: _____

LEVEL THREE GRIEVANCE

**25. Signature of Aggrieved Person
Appealing Level Two Decision**

**26. Date Submitted to ESB (not more
than 5 days after date in 23, or, if
Superintendent has rendered no
decision not more than 10 days after
date in 20)**

**27. Date and Signature of ESB Chair
or Designee Indicating Receipt**

ESB
EEHOP

For the ESB _____
For the EEHOP _____

28. Date of Meeting with Aggrieved Person
(not later than 10 days after date in 27)

LEVEL THREE DECISIONS

29. Date of ESB Decision (not later than
10 days after date in 28)

30. Signature of ESB Chair or
Designee

31. Date and Signature of Aggrieved
Person Indicating Receipt

32. ESB's Decision and Reasons Therefor (Attach Additional Pages if Necessary)

Number of Pages Attached: _____

LEVEL FOUR GRIEVANCE

33. Signature of Aggrieved Person
Appealing Level Three Decision

34. Date Submitted to EEHOP President
(not more than 5 days after date in
31 Or, if the ESB has rendered NO
decision, not more than 5 days after
date in 27)

35. Date and Signature of EEHOP
Indicating Receipt

36. Signature of EEHOP President Indicating
Request for Arbitration

37. Date Submitted to the ESB (not
later than 5 days after date in 35)

38. EEHOP's List of Proposed
Arbitrators:

.....

39. Date and Signature of ESB Chair or
Designee Indicating Receipt

40. ESB List of Proposed
Arbitrators:

.....

41. Agreed Upon Arbitrator

42. Date American Arbitration Assoc.
Contacted to Select Arbitrator if one
Cannot be Agreed Upon
