

# **COMPREHENSIVE CONTRACT**

**MSAD #46 BOARD OF DIRECTORS**

**AND**

**MSAD #46 EDUCATION ASSOCIATION/MEA/NEA**

**FOR THE**

**EDUCATIONAL SUPPORT STAFF EMPLOYEES**

**2021-2024**



**July 2021**

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## **ARTICLE I**

### **RECOGNITION**

The Board recognizes the Association as the sole and exclusive bargaining agent in accordance with the Municipal Public Employees Labor Relations Law, 26 M.R.S.A. § 961 et. seq. for the purpose of negotiating wages, hours, working conditions, and contract grievance arbitration for a unit consisting of those employees of the Board in the following classifications: educational technicians, secretaries and clerical employees, and food service personnel. Excluded from this Agreement are the Superintendent's office staff, administrators, teachers, bus drivers, custodians, employees who have been employed less than six (6) months, and all temporary, seasonal, on-call employees or supervisory personnel.

In the event that the definition of public employee under the Municipal Public Employees Labor Relations Law is amended during the life of this contract, the parties agree to modify this Recognition article to conform thereto, and to negotiate wages, hours, working conditions, and contract grievance arbitration for affected employees.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

Except as clearly and expressly limited by the specific terms of this Agreement, all rights, powers, discretion, authority and prerogatives of the Board including, but not limited to, the right to manage and operate the schools, the right to hire, discharge for just cause, lay off and recall employees and maintain discipline, the right to assign work, to direct the work force, to create reasonable work rules, and the right, in all other aspects, to carry out the ordinary and customary functions of management necessary for the control, supervision and direction of its staff, are retained by and shall remain exclusively vested in the Board.

## **ARTICLE III**

### **NO STRIKE**

The Association, its representatives, members and the employees in the bargaining unit agree that they will not instigate, promote, sponsor or engage in any strike, work stoppage, slowdown, or any other illegal interruption or interference with the operations or work of the District. In the event that any such persons engage in any such activity, the Association shall promptly and publicly notify those so engaged to cease and desist from such activities and inform them of their obligation under this Article.

## **ARTICLE IV**

### **EDUCATIONAL POLICIES**

- A. The Board shall notify the Association whenever a change in educational policy is contemplated. Upon request, the Board shall meet and consult with the Association prior to implementation concerning educational policies or contemplated changes therein.
- B. Impact Bargaining: Whenever a change in educational policy is adopted, the impact on working conditions of support staff employees, which results from the adoption of the educational policy, will be negotiated upon Association request.

## **ARTICLE V**

### **WORK WEEK & WORK SCHEDULE**

#### **A. WORK YEAR**

- 1. Employees shall generally have the following work year:
  - a. Secretary and clerical staff - 185 to 260 days depending upon the assigned position.
    - School Secretary – minimum of 185 days
    - Administrative Secretary – minimum of 210 days
    - Administrative Secretary/Bookkeeper – 260 days
  - b. Educational Technicians – Equal to the number of student days and all scheduled teacher/staff in-service days (minimum of 183 days)
  - c. Food Service Personnel - Equal to the number of student days and one (1) scheduled teacher/staff in-service day (minimum of 179 days)
- 2. For purposes of this Agreement, employees assigned to work less than 210 days per year shall be considered "School Year" employees. Employees assigned to work 210 days per year or more shall be considered "Year-Round" employees.
- 3. The parties recognize that the length of the work year for School Year employees is contingent upon the number of student days within the District. The Board retains the right under 26 M.R.S.A. Section 961 *et seq.*, to extend or shorten the length of the student school year, subject to the Board's obligation to meet and consult with the Association concerning these changes in educational policy and to bargain the impact of any such changes, if so requested.

#### **B. WORK WEEK**

1. Each employee shall be notified in writing of his/her work year and normal work day, which will include a ½ hour unpaid lunch break, as soon as practicable but no later than the start of school each year. For employees who have additional duties that are assigned or worked on a voluntary basis, paid leave benefits shall only include the additional time if the employee would have been scheduled to work those hours during the day leave is taken, otherwise the hours for which leave is paid shall be determined by the hours scheduled for the employee's principal job assignment only.
2. Except in emergencies, affected employee(s) and the Association shall receive advance written notice of any increase or decrease in his/her normal work day or work year and any increase or decrease shall be subject to the Board's obligation to meet and consult with the Association and to bargain the impact of any such changes if so requested. In the event an employee's work hours are reduced by more than two and one-half (2 ½) hours per week or work year is reduced, the employee may elect to utilize the procedures set forth in Article XXII - Reduction in Force.
3. For purposes of calculating prorated benefits for part-time employees, any employee whose regular hours fall within the range of thirty (30) to forty (40) or more hours shall be considered full-time.
4. The normal work week shall consist of:
  - a. thirty (30) or more hours for full-time employees; and
  - b. less than thirty (30) hours for part-time.
5. The work week for each position shall be established by the Board.

**C. OVERTIME**

Employees who are required to work more than forty (40) hours in a work week shall be compensated for such time over forty (40) hours at one and one-half (1 ½) their regular rate of pay for such additional hours. The employee may receive such compensation in the form of paid time off, which shall be granted on the basis of one and one-half (1 ½) hours of time off for each hour of overtime worked at the employee's request.

**D. CALL BACK**

Any employee called to work between the end of his/her shift and the beginning of his/her next shift, or on a non-work day, shall be paid for a minimum of two (2) hours, or the actual hours worked whichever is greater. This provision does not apply to hours that are added to the beginning or end of the employee's regular shift.

**E. CANCELLATION**

When the school day is delayed or dismissed early for weather or other unscheduled reasons, employees will be paid for their regular hours and shall suffer no loss of pay.

## **ARTICLE VI**

### **ASSOCIATION RIGHTS**

1. Bargaining agent access to employees. Public employers shall provide to a bargaining agent access to members of the bargaining unit that the bargaining agent exclusively represents. Access must include, but is not limited to, the following:
  - A. The right to meet with individual employees on the premises of the public employer's workplace during the workday to investigate and discuss grievances, workplace-related complaints and other workplace issues;
  - B. The right to conduct workplace meetings during lunch and other breaks, and before and after the workday, on the public employer's premises to discuss workplace issues, collective bargaining negotiations, the administration of collective bargaining agreements and other matters related to the duties of a bargaining agent and internal bargaining agent matters involving the governance or the business of the bargaining agent;
  - C. The right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes or for an amount of time agreed upon by all parties, not later than 10 calendar days after receipt of the information provided pursuant to subsection 2, during new employee orientations or, if the employer does not conduct new employee orientations, at individual or group meetings; and
  - D. The right to use existing employee mailboxes and e-mail system of a public employer to communicate with bargaining unit members regarding official bargaining agent matters including, but not limited to, elections, meetings and social activities, as long as the use of the e-mail system does not create an unreasonable burden on the public employer's network capabilities or system administration. The Association shall be permitted to post official Association notices, announcements and information on existing bulletin boards used in areas to communicate to employees.
  - E. The Association may, in accordance with Board policies, use school office equipment, including typewriters, computers, calculators, photocopiers and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association will pay the cost of any damage to said equipment for which it is responsible and replenish or reimburse the District for any supplies which are consumed.
2. Bargaining agent access to employee information. Public employers shall provide to a bargaining agent access to information about members of the bargaining unit that the bargaining agent exclusively represents, as follows.
  - A. Not later than 30 calendar days after the date a prospective school employee accepts an offer of employment or not later than 30 calendar days after the date of hire for all other public employees, and annually thereafter. Public employers shall provide the

following information to a bargaining agent in spreadsheet file format or another format agreed to by the bargaining agent:

- (1) Name;
- (2) Job title;
- (3) Workplace location;
- (4) Home address;
- (5) Work telephone numbers;
- (6) Home telephone and personal cellular telephone numbers, if known;
- (7) Work e-mail address;
- (8) Personal e-mail address, if known;
- (9) Date of hire;
- (10) Classification;
- (11) Credited years of experience; and
- (12) Educational Technicians certification of each new support staff employee

B. The following are not public records as defined in Title 1, section 402, subsection 3 and are confidential and may not be disclosed by the public employer, except as provided in paragraph A:

- (1) Home addresses, home or personal telephone numbers, personal e-mail addresses and dates of birth of employees;
- (2) Names of employees within a bargaining unit; and
- (3) Communications between a bargaining agent and its members.

3. Bargaining agent access to government buildings and facilities. The bargaining agent has the right to use government buildings and other facilities that are owned or leased by government entities to conduct meetings with bargaining unit members regarding bargaining negotiations, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues and internal matters involving the governance or business of the bargaining agent, as long as that use does not interfere with governmental operations. A bargaining agent conducting a meeting in a government building or facility pursuant to this section may be charged for maintenance, security and other costs related to the use of the government building or facility that would not otherwise be incurred by the government entity.
4. Employee may opt out. After an initial meeting pursuant to subsection 1, paragraph C, an employee may opt out of receiving any further communications from a bargaining agent or allowing a bargaining agent to have any further access to that employee's information described in subsection 2, paragraph A, except for communications related to direct representation of that employee by a bargaining agent.

## **ARTICLE VII**

### **PAYROLL DEDUCTIONS**

- A. The District shall make payroll deductions for support staff employees desiring the following:
1. Memberships in NEA, MEA, and S.A.D. #46 Education Association.
  2. Horace Mann Disability.
  3. Metropolitan Life Disability.
  4. Health Insurance.
  5. Tax-sheltered Annuities.
  6. Supplemental Life Insurance.
  7. Dependent Life Insurance.
- B. The Superintendent shall deduct from employee's wages membership dues as indicated below as said employees individually authorize the District to deduct and to transmit the monies to such Association. Association membership shall not be a requirement of employment.
1. Deductions shall be in equal installments. Authorization shall be continuous unless an employee revokes such authorization by giving notice to the Association in writing. The Association shall certify to the Superintendent in writing each year the current rate of such membership dues. In the event the Association changes the rate of its membership dues, the local Association shall give the Superintendent and its membership thirty (30) days written notice prior to the effective date of such change.
- C. The Association shall indemnify and hold the Board, its individual members, the District, its employees and the Superintendent completely harmless against any and all claims, demands, suits or liabilities of any nature whatsoever that may arise out of or by reason actions taken or not taken by the District as a result of the dues deduction provisions of this Article.
- D. Employees shall be paid biweekly. All employees will be paid by direct-deposit to any financial institution(s) of each employee's choice.

## **ARTICLE VIII**

### **HEALTH INSURANCE**

- A. The Board agrees to pay the following percentages of the single premium for the MEA Benefits Trust Anthem Choice Plus plan coverage for all full-time employees:
- For the 2021-2024 contract years, the Board will pay 95% of the single premium and employees will pay 5% of the premium.



- B. In addition, for each full-time employee hired on or prior to October 3, 1991, the Board will pay 80% of the additional premium for dependent coverage selected by the employee, up to full family coverage. For the purpose of this Article, employees who are regularly scheduled to work thirty (30) hours per week or more shall be considered full time employees. Employees regularly scheduled to work less than thirty (30) hours per week but at least twenty (20) hours shall receive prorated benefits according to the above schedule. Employees scheduled to work less than twenty (20) hours per week shall not be eligible for benefits under this Article.
- C. In the event an employee's spouse having a health plan available at his/her place of employment, the Board will provide jointly with the other employer, one (1) plan. The intent will be to work out a joint payment with both employers for a health plan of the employee's choice, with the district contributing no more than the maximum premium which the employee is eligible to receive.
- D. Employees will have the balance of premiums, after district contributions are calculated, deducted through payroll deductions. These deductions will be eligible for a Section 125 reduction.
- E. The Board will pay the full cost of district dental insurance up to the amount designated as full family coverage for all employees who are regularly scheduled to work at least thirty (30) hours per week and who began employment in the district on or before October 3, 1991. Employees hired after October 3, 1991, will receive single subscriber coverage. Part-time employees shall receive one half of the coverage they elect.
- F. The District will provide group term life insurance for each employee. The amount of the insurance will be equal to their earnings as shown on their previous year's W-2, rounded to the next higher thousand dollars.
- G. Upon mutual agreement, the parties may change the above health insurance terms, plan or provider.

## **ARTICLE IX**

### **(SICK, EARNED PAID, BEREAVEMENT, JURY & HOLIDAYS)**

#### **A. SICK LEAVE**

1. Employees shall be entitled to thirteen (13) sick leave days each work year. Each employee's annual sick leave allowance shall be credited to the employee as of the first day of the employee's work year, except for employees in their first year of employment, who shall earn sick leave at the rate of one day of each fourteen (14) days of work until they have been employed for six months, at which time they will be treated as all other employees.

- a. An employee who has a total sick leave accumulation of one hundred twenty-one (121) days or more shall retain his/her individual amount of sick leave accumulation but shall not accumulate additional days until said employee's sick leave accumulation falls below one hundred twenty (120) days, at which time the employee shall then be covered under subparagraph A.1b below.
  - b. For employees who have a total sick leave accumulation of one hundred twenty (120) days or fewer, unused sick leave days shall accumulate to a maximum of one hundred twenty (120) but shall not accumulate additional days until the employee's accumulation falls below one hundred twenty (120) days.
2. A sick leave day shall be equal to the employee's regular work day including any extra work duties. Sick leave days may be used in half-day intervals.
2. Employees may use accumulated sick leave in the case of the employee's personal illness, injury or disability, including disability related to pregnancy, for medical or dental appointments of an emergency nature, or to care for the employee's spouse, children, or parents.
  - a. In special circumstances as determined by the Superintendent, sick leave may be used to care for another member of the immediate household of long standing. In these cases, the Superintendent's decision shall not constitute a precedent, nor be prejudiced by past practice.
4. Employees shall receive an annual sick leave report.
5. **Earned Paid Leave:** Employees may use up to forty (40) hours of sick leave per year for any reason in accordance with Maine's Earned Paid Leave statute (26 M.R.S.A. § 637) and its accompanying regulations. Except for emergencies and sudden necessities, an employee shall give the Superintendent or his/her designee two (2) weeks prior notice of any planned leave. In the case of emergencies and sudden necessities, the employee should provide notice to the Superintendent or his/her designee as soon as is practicable. The District may request medical or other documentation for leave taken for three (3) or more consecutive work days. Earned Paid Leave is not to be used to extend a vacation or holiday, except in extenuating circumstances subject to approval by the Superintendent. Once an employee has used forty (40) hours of Earned Paid Leave for any reason in a given year, the employee is no longer eligible to use Earned Paid Leave under the terms set forth in this subparagraph for the remainder of that year. The Superintendent may grant additional leave as necessary in order to comply with the statute.

Employees who currently have previously accumulated personal leave shall be grandfathered and may request an additional two (2) days from said accumulated personal leave in any year until their accumulated personal leave is exhausted.

5. In the event the Superintendent has a reasonable basis for believing that an employee's use of sick leave is inappropriate under the terms of this Article, the Superintendent may request appropriate verification.
6. (LD 1370) Leave used by employees who are unable to perform their duties, as determined by a physician, because of injuries sustained as a result of dangerous student behavior shall not be deducted from the employee's accrued sick leave. An Administrator, along with an Association Representative, shall review the reported incident of dangerous behavior. If the incident is substantiated, the representative and the injured employee shall consult with administration in the development of an individualized student response plan.
7. An employee taking leave to which he or she is entitled under FMLA or Maine FMLA may use, any paid leave earned under this Agreement for unpaid FMLA/Maine FMLA leave.

## **B. WORKERS' COMPENSATION**

In cases of injury covered under the Workers' Compensation Act, an employee shall receive from his/her accumulated leave the difference between the employees' regular pay and the amount received as Workers' Compensation. The difference shall be charged on a pro-rata basis to the employee's accumulated leave and shall cease when the employee's leave is exhausted

## **C. BEREAVEMENT LEAVE**

1. Up to four (4) days in the event of each death in the immediate family. Immediate family shall include spouse, parent, legal guardian, sibling, child, in-law, grandparent or grandchild. In special circumstances as determined by the Superintendent, leave may be granted for the death of a member of the immediate household of longstanding. In such cases the Superintendent's decision shall not constitute a precedent, nor be prejudiced by past practice.
2. One (1) day to attend the funeral of each relative or close friend.

## **D. JURY LEAVE**

An employee who is summoned for jury duty shall be granted temporary leave. The employee shall submit a request to the Superintendent for jury leave as soon as it is known that jury duty is required. Following such leave, the employee shall submit a statement of wages including travel reimbursement which was received for jury duty on school days as a juror and the District shall pay the difference between his/her wages and pay as a juror.

## **E. HOLIDAYS**

1. The Board shall grant the listed paid holidays to all employees. In order to be eligible for holiday pay, the employee must work or be on paid leave the last scheduled work day for

his/her classification before the listed holiday and must work or be on paid leave the first scheduled work day for his/her classification after the holiday. For purposes of this provision, personal leave shall not be considered paid leave. If a holiday falls on either a Saturday or Sunday, it may be observed either the Friday preceding the holiday or the Monday following the holiday at the discretion of the Superintendent.

New Years' Day  
President's Day  
Patriot's Day  
Martin Luther King Day  
Memorial Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Indigenous People's Day  
Veteran's Day  
Christmas Day

2. Employees who work beyond Independence Day and any other employees who receive holiday pay for Independence Day as of the effective date of this Agreement shall receive Independence Day in addition to the above holidays.
3. Employees shall receive holiday pay based upon their regular work day, including any extra work duties.
4. Employees who work on a holiday shall be entitled to the holiday pay in addition to pay for hours worked on that day.
5. Additional leave, with or without pay and/or benefits, may be granted for periods up to one year at the Board's discretion.

## **ARTICLE X**

### **VACATIONS**

- A. Year-round employees are eligible for vacation benefits, which shall be computed on a yearly basis, based on an employee's date of beginning employment.
- B. All year-round employees shall receive paid vacation according to the following schedule:

<u>Years of Continuous Service</u>	<u>Days of Vacation</u>
One (1) year	Five (5) days
Two (2) years	Ten (10) days
Ten (10) years	Fifteen (15) days
Twenty (20) years	Twenty (20) days

C. School year employees shall receive paid vacation according to the following schedule:

<u>Years of Continuous Service</u>	<u>Days of Vacation</u>
Two (2) years	Five (5) days
Ten (10) years	Ten (10) days
Twenty (20) years	Fifteen (15) days

D. For eligible part-time school year employees, a vacation day will be equal to the number of hours in the employee's normal workday.

E. Employees transferring from one position to another in the District, will not be considered new hires and shall retain seniority from his/her date of hire.

F. Vacation days may be used during non-student days during the school year, including snow days and emergency school day closures, subject to approval of the Superintendent or his/her designee.

G. Employees may not carry over any accumulated vacation days to the next year.

H. No current employee's eligibility for or amount of vacation will be reduced from current levels.

## ARTICLE XI

### WAGES

A. All educational support staff who are employed in bargaining unit positions shall be placed on the wage scale, in Appendix A, at the step which reflects the employee's years of total credited experience. Wages for all educational support staff for the 2021-2022 contract year shall be retroactive to July 1, 2021.

B. No employee's rate of pay will be reduced as a result of the implementation of this Agreement.

C. For purposes of initial placement, new employees may be given credit for equivalent job experience at the discretion of the Superintendent.

D. Support staff employees who work in more than one location shall be paid their regular wages for all time spent in travel between locations. They will also be reimbursed for the use of their personal vehicle at the State rate as of July 1<sup>st</sup> of each year. No employee will be required to transport students in his/her personal vehicle.

E. If a Food Service employee is required to wear specific clothing in their workplace, a \$200 stipend per person will be furnished by the Board to be used only to purchase this clothing. The stipend will be paid in the first pay period in September of each year of this contract. Employees will provide cleaning and minor repair for this clothing.

- F. Educational Technicians who are BHP certified and the district is billing Medicare for any services shall receive a differential of \$1.00 per hour in addition to his/her regular hourly wage for all hours when the student(s) is in attendance (less unpaid lunch).
- G. Kitchen Managers shall receive the following differential in addition to his/her regular hourly wage for all hours worked: \$1.50 per hour.
- H. Bookkeepers shall receive the following differential in addition to his/her regular hourly wage for all hours worked: \$1.00 per hour
- I. Pay Averaging: Employees may elect the option of being paid "as earned" or have the option to have their pay averaged over twenty-one (21) or twenty-six (26) pay periods. Employees who are scheduled to work less than four (4) hours per day will be paid as earned. The Superintendent or designee will notify all eligible employees about this option.

Adjustments for additional work or reduction in work from the employee's regularly scheduled workweek shall be made during each pay period. Any unpaid hours missed during a pay period (example: unpaid leave) shall be deducted from the employee's paycheck for that pay period. Any extra hours worked during a pay period will be added to the paycheck for the pay period. If, because of mid-year termination or any other reason, the amount that the employee receives under this pay averaging system is more than the employee's paid hours multiplied by his/her hourly rate of pay, such overage will be withheld from the last check the employee receives. If the employee receives less than the employee's paid hours multiplied by his/her rate of pay under this pay averaging system, the Board will pay the underpayment to the employee in his/her last paycheck. If the last check has been issued the employee is responsible for repaying the overage to the district.

## **ARTICLE XII**

### **RETIREMENT**

An employee who retires from SAD #46 in good standing after at least ten (10) consecutive years in the District shall be entitled to one day of accumulated sick leave for each year worked, up to a maximum of thirty (30) days. "Good standing" is defined as the voluntary severance of employment absent any current serious disciplinary action, such as suspension or discharge, or is currently under investigation that is likely to result in suspension or discharge following two weeks written notice prior to the actual date of severance. Employees who are eligible members of MainePERS shall be allowed to contribute accumulated sick leave toward creditable service and/or earnable compensation in accordance with MainePERS rules.

A rehired retired employee is defined as any educational employee who was eligible to retire, who retired and severed employment, who is receiving retirement benefits from the Maine State Retirement System and has returned to education pursuant to Maine State Retirement System Rule (Chapter 410). With respect to the initial placement on the wage schedule, the employee shall be placed on the wage schedule based on experience and education.

The employee's seniority date for purposes other than the wage schedule referred to in Article XI: Wages shall be based on continuous employment with the Board as of the most recent date of hire

or rehire. If the employee was previously employed by the Board, there shall be no entitlement to any previous benefit accruals, including but not limited to sick leave, eligibility for other leaves, severance benefits, and longevity pay. The employee may participate in the health insurance program offered in this Agreement.

### **ARTICLE XIII**

#### **EMPLOYEE RIGHTS**

- A. After completion of a probationary period of twelve (12) months, no employee shall be subject to discipline without just cause. An employee who is discharged, demoted, or suspended shall be given prompt written notice either in person or by certified mail, return receipt requested, to the employee's last known address of the discharge or suspension and the reasons therefor. The Association shall be notified, in writing, of the suspension or discharge, of any employee.
- B. Whenever an employee is called to meet with the Board, the Superintendent or any administrator or supervisor, if the meeting reasonably may lead to the imposition of oral reprimand, written reprimand, suspension or discharge upon the employee, the employee shall receive prior notice of the reasons for such meeting and the employee shall be entitled to have an Association representative present to advise and represent the employee during the meeting. Any employee placed on administrative leave pending charges shall suffer no loss in pay.
- C. Any complaint made against any employee by a parent, student or other person, which might be used against the employee at a later date shall be promptly brought to the attention of the employee. The employee shall be told the nature of the complaint. An employee shall have the opportunity to respond or rebut the complaint. Complaints shall not be placed in an employee's personnel file unless a certified supervisor attaches a cover letter stating that an investigation has been completed and the complaint is valid or invalid in the opinion of the certified supervisor. The employee shall have the right to be represented by the Association during the investigation.

### **ARTICLE XIV**

#### **JOB DESCRIPTIONS**

- A. Each employee and the Association shall be provided with a copy of the current job description for his or her classification/position at hire and upon any changes. Upon an employee's hire, transfer or reassignment to another position on a continuing basis, and contemporaneously with each formal evaluation, the supervisor and the employee will review the job duties and responsibilities of his or her position to ensure that they conform to his or her job description.
- B. Upon formal ratification of this Agreement job descriptions will be furnished to each employee and the Association.

## **ARTICLE XV**

### **SUPPORT STAFF EVALUATIONS**

- A. All formal evaluations will be conducted openly and with the knowledge of the employee.
- B. Each employee shall receive a copy of the evaluation criteria and evaluation form at the start of the school year. Employees will be evaluated based on the duties enumerated in the evaluation criteria. No employee shall be required to sign a blank or substantially incomplete evaluation form.
- C. Prior to the placement of a written evaluation in an employee's personnel file, the employee shall have the right to and will be granted a meeting with his/her evaluator. An employee shall be given a copy of his/her evaluation at least 2 days prior to the evaluation being placed in his/her personnel file. The employee shall have the right to attach a response to the written evaluation within 7 days.

## **ARTICLE XVI**

### **PERSONNEL FILES**

Personnel Files which may contain evaluations, official correspondence, personnel forms, and other appropriate material will be kept separate and locked, accessible only to supervisors and employees. Employees may have access to all personnel files as designated by law. Access to an employees' files is limited to when an administrator or his/her designee is available. Any employee, or a representative who he/she has designated in writing shall have the right, upon request, to review the contents of his/her personnel file and to make copies of any documents contained therein. An employee shall have the opportunity to review material which is to be placed in his/her personnel file. The employee shall also have the right to submit a written answer to such material. This answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. An employee may submit material for inclusion in the file which shall thereupon be placed in the file and retained.

## **ARTICLE XVII**

### **TRAINING AND COURSE REIMBURSEMENT**

- A. Employees who are required, requested, or obtain prior written approval from the Superintendent or designee to take or attend workshops or other job-related training shall be reimbursed for all tuition costs, required fees, books and travel at the State rate as of July 1<sup>st</sup> of each year.
- B. Employees who are required, requested, or obtain prior written approval from the Superintendent or designee to attend a course that is directly related to his/her present position shall be reimbursed for the tuition costs, required fees, and textbooks at a rate not to exceed current University of Maine charges upon successful completion. Upon the employee's request,



the Board shall make arrangements with any accredited college or university for a procedure for third-party billing. Should the employee not complete the course successfully, with a "B" or better or "pass" in a pass/fail system, the employee shall reimburse the district and/or the college/university for any outstanding costs.

- C. Third party billing for courses approved by the Superintendent or designee shall be limited to one (1) courses per year. Up to three employees, on a first come first serve basis, shall be approved for up to two (2) courses per year not to exceed more than six (6) credit hours total.
- D. With prior written approval of the Superintendent or designee, educational technicians will be reimbursed for all training costs which are required to maintain State of Maine authorization if the District requires such authorization as a condition of employment and the training that is necessary to maintain state of Maine authorization is unavailable within the District.
- E. Employees may attend District workshops and conferences on workshop and early release days when employees are not otherwise required to attend if such activities are, in the judgment of the Superintendent or designee, relevant to the employee's job responsibilities and take place at times when the employee is not scheduled to work. Employees who attend such activities will receive their regular rate of pay.
- F. Whenever courses are offered to SAD # 46 employees on site, support staff employees will be permitted to attend at a cost not to exceed the lowest rate charged to other district employees, and at no charge if the course is available to any other district employees at no charge, provided their attendance results in no additional direct or indirect cost to the District.
- G. Food Service Employees shall be provided with the training required by the Department of Education and/or Department of Agriculture.

## **ARTICLE XVIII**

### **SUBSTITUTION AND TEMPORARY REASSIGNMENTS**

- A. Whenever a teacher is absent from school, and the District does not hire a substitute teacher to replace the absent teacher any educational technician who is assigned to replace an absent teacher will be paid at the rate of 1.5 times his/her regular hourly rate for all hours he/she works during the teacher's absence, in recognition of the increased responsibility which the educational technician must assume.
- B. For substitution or temporary assignments that are for a duration of two weeks or longer, the employee shall be paid at a rate equivalent to 100% of the then current teacher salary scale base per diem rate if they are certified to teach in the subject area or grade level.

## **ARTICLE XIX**

### **HEALTH CARE RESPONSIBILITIES**

- A. At the beginning of each school year, employees will be advised of Board policy and school protocol regarding the administration of medication and health care/personal care procedures. Employees administering medication or health care/personal care procedures shall receive written instructions and/or training by the school nurse in accordance with Board policy prior to assisting students with their medication and/or health or personal care needs.
- B. Employees responsible for performing intimate personal care to students may request the assistance of another employee. Such requests shall be made directly to the Special Education Director or such person(s) whom the Special Education Director shall designate to act in the event of the Special Education Director's absence or unavailability. The Special Education Director or the designee(s) required under this section shall decide, after considering the privacy needs of the student, the psychological and educational impact upon the student and the safety needs of the employee.
- C. The Board shall hold harmless each employee who administers medication or performs health or personal care procedures against any claims which arise out of any negligent act or omission occurring within the course or scope of employment under this Article to the extent of the Board's liability insurance policy or amounts established by the Maine Tort Claims Act, whichever is greater.
- D. The Board will maintain safe and healthy working conditions in accordance with applicable laws. Employees shall bring all concerns or questions about safety issues, to their building principal or immediate supervisor. No employee shall be required to work under conditions that pose an imminent danger of injury, or damage to his/her health.

An employee who declines to work under such circumstances shall notify his/her supervisor as soon as possible. If the principal/immediate supervisor is unable to resolve the issue, then the administrator will arrange for a meeting with the Superintendent and Association President.

- E. The Association shall have at least two (2) representatives with equal voice on the District Safety Committee.

## **ARTICLE XX**

### **POSITION VACANCIES**

- A. Whenever a job opening occurs for a position within the bargaining unit, it shall be posted internally and, if advertised, no later than the time it is being advertised externally. Such posting shall be accomplished by placing notices on designated bulletin boards accessible to all employees and via email to employees and the Association. All vacancies during the summer will be posted on the SAD #46 district website and emailed to the Association and all employees in the bargaining unit.

## **B. VOLUNTARY TRANSFERS**

1. Employees who wish to apply for such vacancies may do so by submitting a letter of interest to the person stated in the posting. The procedure shall allow at least seven (7) calendar days for application except in emergencies as determined by the Superintendent.
2. Qualified employees as determined by the Superintendent, who desire a transfer to a vacancy shall be given first consideration. First consideration shall mean an opportunity for an interview prior to considering outside applicants. First consideration shall not mean a preference to internal applicants over outside applicants or be considered a guaranty.

## **C. INVOLUNTARY TRANSFERS**

Involuntary transfers shall occur only after the voluntary transfer process has been completed. Individual who are being involuntarily transferred shall be notified of the reasons for the transfer, which will not be disciplinary in nature.

# **ARTICLE XXI**

## **SENIORITY, LAYOFF, RECALL**

### **A. SENIORITY**

"Seniority" shall be an employee's length of continuous regular service since the day of his or her employment with the District. An employee with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months which are not included within the employee's work year.

### **B. SENIORITY LIST and IMPACT AREAS**

1. The Board shall maintain a seniority list by impact area with the name and date of hire of each employee, with the employee with the greatest seniority listed first. Employees whose current assignment is in more than one impact area will be listed in each impact area in which they spend work. The Superintendent or his/her designee shall post the seniority list annually in the last week of September. Employees shall have thirty (30) calendar days to object to the seniority list, otherwise the list shall be assumed to be accurate for the following twelve (12) months, absent revisions due to changes in employment and bargaining unit classifications.
2. For purposes of this Article only, the following classifications shall be recognized: Secretaries, Ed Tech I, Ed Tech II, Ed Tech III, and Food Service Personnel. The Board reserves the right to designate new classifications subject to the Association right to bargain the impact to this Article.
3. For purposes of this Article, the following impact areas in each of the classifications shall be used:

- a. Educational Technicians I, II, III
  - b. Secretary
  - c. Food Service Personnel
4. A copy of the current seniority list shall be made available at the Superintendent's office and shall be sent to the Association at the same time that the list is posted.
5. In the event that the support staff employee selected for layoff is an Ed Tech or Food Service employee, then the impact area shall include the employee's classification and lower rated classifications within the impact area.

**C. REDUCTION IN FORCE (RIF)**

1. "Reduction in Force" (hereinafter "RIF") shall mean the discontinuance of employment or reduction from full-time to part time of any employee for financial or program reasons. The Board agrees to meet and consult with the Association prior to a decision to eliminate any bargaining unit position. If the Board determines a reduction in force is necessary, the Board shall promptly notify the Association of all positions eliminated or reduced from full-time to part-time.
2. In the event of a RIF, a non-probationary employee, whose position is to be eliminated, may displace the employee with the least seniority in his/her current impact area, provided that the more senior employee has satisfactory evaluations, and is qualified on the basis of authorization, experience, training, and the ability to perform all components of the job of the displaced least senior employee. In addition to the aforementioned criteria, an Ed Tech with a special education position, may only displace a less senior Ed Tech when such displacement would not violate the requirements of a special education student's individual education plan. In which case, the employee may displace the next senior employee. A full-time employee shall not be required to displace a part-time employee but may displace the least senior full-time employee within his/her classification or a lower classification.
3. If the non-probationary employee whose position is to be eliminated is determined not to be qualified to displace the least senior employee for any reason, the employee may displace the second least senior employee provided that he/she is qualified on the basis of authorization, experience training, and the ability to perform all components of the position.
4. In the event two or more employees have identical seniority with the same dates of hire, the criteria used to determine order of layoff shall be, in order of application:
  - a. Documented training applicable to the classification (for example MANDT, sign language, special L.D. training etc.)
  - b. Total time worked within the district (seniority)
  - c. Total work experience within job classification, including other school districts.
  - d. Evaluations shall only be considered if both of the following conditions are met:

1. all members being compared in consideration for reduction have been given an evaluation within the past 12 months, AND
2. each evaluation being considered has been administered by an evaluator who was properly trained in evaluating employees at the time of the evaluation.

e. Lottery

5. An employee who is to be RIF'd shall receive at least thirty (30) days written notice.
6. A decision by the Board to eliminate any bargaining unit position shall not be subject to the grievance procedure or arbitration.
7. Employees whose positions have been terminated due to a reduction in force shall be entitled to three (3) days from personal leave for the purpose of seeking alternative employment.

**D. RECALL**

1. Upon lay-off, a non-probationary employee shall be placed on a recall list for the impact area from which they were laid off. The Superintendent of his/her designee shall provide a copy of the recall list to the Association.
2. In the event of a position vacancy in the impact area the Board shall recall employees in inverse order of layoff. In the event that the recalled employee is an Ed Tech or Food Service employee, the impact area shall include the employee's classification and lower rated classifications within the impact area. Notification shall be sent by certified mail, return receipt requested, to the last address given to the Superintendent by the employee. Employees so notified shall have ten (10) calendar days from the date of mailing accept the position.
3. An employee shall remain on the recall list for eighteen (18) months unless the employee:
  - a. Waives recall rights in writing;
  - b. Resigns; or
  - c. Declines an offer of reemployment to a position for which the employee was recalled.
4. Employees recalled within eighteen (18) months of the effective date of layoff shall retain their seniority and all benefits accumulated prior to the layoff. Employees recalled to their former classification shall retain their wage scale position. Employees recalled to a new classification will receive experience credit on the wage scale for equivalent job experience as per Article XI, C.

## **ARTICLE XXII**

### **GRIEVANCE PROCEDURE**

#### **A. PURPOSE**

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to disagreements or disputes over the meaning or application of this Agreement. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any support staff employee having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

#### **B. DEFINITIONS**

1. A "grievance" shall mean a complaint by a support staff employee or the Association that there has been as to him/her or it, a violation of the provisions of this contract. This will not include any change or application of Board Policies.
2. An "Aggrieved Person" is the person or persons making the claim.
3. A "Party in 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 during the school year, and Monday through Friday, excluding legal holidays, during the summer.

#### **C. TIME LIMITS**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. A grievance shall be deemed waived if it is not filed within twenty-one (21) days of the time of occurrence. The time limits specified herein may be extended by mutual written agreement.

#### **D. INFORMAL PROCEDURES**

1. If a support staff employee feels that he/she may have a grievance, he/she shall discuss the matter with his/her Principal or other appropriate administrator in an effort to resolve the problem informally.

2. If the support staff employee is not satisfied with such disposition of the matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the Principal or other appropriate administrator.

## **E. FORMAL PROCEDURES**

### **1. Level One - School Principal**

- a. If an aggrieved person is not satisfied with the outcome of informal procedures, he/she may present his/her claim as a formal grievance in writing to his/her Principal or other appropriate administrator.
- b. The Principal shall, within ten (10) days after receipt of the written grievance, render his/her decision and the reasons therefor in writing to the aggrieved person, with a copy to the Association.

### **2. Level Two - Superintendent**

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may, within ten (10) days after the receipt of the decision, file his/her written grievance with the Superintendent.
- b. The Superintendent shall, within five (5) days after receipt of the referral, meet with the aggrieved person and with representative(s) of the Association for the purpose of resolving the grievance.
- c. The Superintendent shall, within ten (10) days after the hearing, render his/her decision and the reason(s) therefor in writing to the aggrieved person, with a copy to the Association.

### **3. Level Three - Board**

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within ten (10) days after the receipt of the decision, file the grievance with the Board.
- b. The Board shall, at the next scheduled Board meeting after receipt of the appeal, meet with the aggrieved person and with representative(s) of the Association for the purpose of reviewing the grievance.
- c. The Board shall, within five (5) days after such meeting, render its decision and the reason(s) therefor in writing to the aggrieved person, with a copy to the Association.

### **4. Level Four - Impartial Arbitration**

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within five (5) days after receipt of the decision, request in writing to the President of the Association that his/her grievance be submitted to arbitration.
- b. The Association shall, within five (5) days after receipt of such request, if the Association formally determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by so notifying the Board in writing.
- c. The Chairman of the Board and the President of the Association shall within five (5) days after such written notice, jointly select a single arbitrator, who is an experienced and impartial person of recognized competence.
- d. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select one.
- e. The arbitrator selected shall confer promptly with the representatives of the Board and the Association, shall review the record of the prior meetings and shall hold such further hearings with the aggrieved person and other parties in interest as he/she shall deem requisite.
- f. The arbitrator 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 of authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties, subject to judicial review.
- g. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

**F. RIGHTS OF SUPPORT STAFF EMPLOYEES TO REPRESENTATION**

1. 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.
2. Any party in interest may be represented at all levels of the Formal grievance procedure by the Association. When a support staff employee is not represented by the Association, the Association shall have the right to be present and to state its views at all levels of the procedure.
3. The Association may, if it so desires, call upon the professional services of the Maine Education Association for consultation and assistance at any level of the procedure.



## **G. GENERAL**

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. Forms for filing and processing grievances and other necessary documents, shall be prepared by the Board, with the concurrence of the Association.
3. All meetings and hearings under the procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in the Grievance Procedure.

## **ARTICLE XXIII**

### **NON-DISCRIMINATION**

The Board and the Association agree that they will not discriminate against employees on the basis of race, creed, color, sex, sexual orientation, marital status, age, national origin, or membership in the Association.

## **ARTICLE XXIV**

### **CONDITION OF AGREEMENT**

In the determination of eligibility for placement on the wage scales and employee benefits that are related to an employee's length of service, the anniversary date of all such benefits will be July 1 of each year. Any employee who commenced employment on or before February 1 will be granted one additional year of credit towards these benefits.

## **ARTICLE XXV**

### **SEVERABILITY**

In the event that any provision of this Agreement is found to be in conflict with any state, federal, or other applicable laws, such law(s) shall prevail and such provisions of the agreement shall be considered invalid and void. Such invalidity shall not affect the validity of the remaining provisions of this Agreement which shall remain in full force and effect.

## **ARTICLE XXVI**

### **DURATION**

This Agreement shall be effective from July 1, 2021, except as otherwise provided herein. The Agreement shall continue in effect until June 30, 2024, and the terms and conditions of this

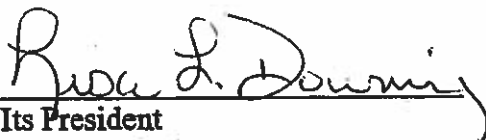
Agreement shall remain in full force and effect during the period of collective bargaining negotiations for a new Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 15th day of July, 2021.

**MSAD #46 Board of Directors:**

By   
Its Chairman

**MSAD #46 Education Association/MEA/NEA:**

By   
Its President

## 2022-23

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