

# AGREEMENT

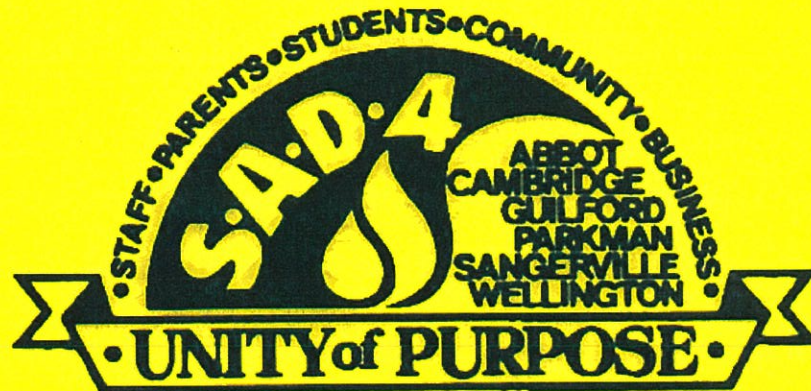
Between The

**M.S.A.D. #4 EDUCATION ASSOCIATION/MEA/NEA**

**(ESP)**

And The

**M.S.A.D. #4 BOARD OF DIRECTORS**



2010-2013

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**PREAMBLE**

This Agreement is entered between the M.S.A.D. #04 Board of Directors and the M.S.A.D. #04 Education Association/MEA/NEA.

WHEREAS, the Board and the Association have reached certain understandings which they desire to confirm in this Agreement,

NOW THEREFORE, the parties mutually agree as follows:

**ARTICLE I**

**RECOGNITION**

The M.S.A.D. #04 Board of Directors hereinafter referred to as the "Board", recognizes the M.S.A.D. #04 Education Association/MEA/NEA, hereinafter referred to as the "Association", as the sole and exclusive bargaining agent, as defined in 26 M.R.S.A. 962, of a unit consisting of all Bus Drivers, Title I Educational Technicians III, Custodians, Educational Technicians I, II and III, Cooks, Head Cooks, Secretaries, Year Round Secretaries, Special Education Secretaries, Library Technicians II, Groundskeeper, Mechanic, Study Hall Monitor and excluding Administrative Assistant (Superintendent's Office), Superintendent's Secretary, Transportation Supervisor, Maintenance Supervisor, and all other employees of MSAD #04.

**ARTICLE II**

**MANAGEMENT RIGHTS**

- A. Except as explicitly limited by a specific written provision of this Agreement, the Board shall continue to have all rights, functions, powers, duties, or authority available to it under law. The exercise of any right or power of the Board or the effect thereof shall not become the basis for a grievance or a prohibited practice complaint in and of itself nor because it is alleged to have been done inconsistently or in violation of past practice. A failure to exercise any function reserved to the Board shall not be deemed a waiver of its right to exercise such function at a later time.
- B. The Association acknowledges the right of the Board to make such rules and regulations governing the conduct of its employees in accord with this agreement as the Board deems necessary.

**ARTICLE III**

**PROBATIONARY PERIOD**

All newly-hired employees shall serve a probationary period of twelve (12) months.

## ARTICLE IV

### EXAMINATIONS

- A. Each bus driver shall have an annual physical as required by statute. Said annual examination must be completed in August prior to the first day of each school year.
- B. The Superintendent shall require each employee to have a physical examination prior to being placed on probationary status. The Board reserves the right to select its own physician at no cost to the employee. The employee will be expected to demonstrate and to be certified by the examining physician that there is no physical disability that would prevent the employee from carrying out the requirements of his/her job description, except with reasonable accommodations as required by law.

## ARTICLE V

### ASSOCIATION RIGHTS

- A. Representatives of the Association will not be scheduled to participate during working hours in negotiations or grievance proceedings unless necessary. If such scheduling is deemed necessary, the representatives of the Association shall not experience a loss of pay.
- B. The Association should report the presence of affiliates and gain approval of Superintendent of Schools or his/her designee before transaction of business on school property. The Association shall gain approval of the principal before entering and transacting official Association business on school property. The transaction of business shall not interfere or interrupt normal school operation.
- C. The Association and its representatives may use school buildings at reasonable hours for meetings upon advance notice of the time and place of such meetings so long as the meeting does not interfere with the normal operation of the school. The principal shall permit the holding of such meetings except in cases when previously scheduled for another event. The Association shall reimburse the Board for any extra janitorial labor costs required for the holding of such meetings.
- D. The Association may use school equipment on school property at reasonable times when such equipment is not otherwise in use. The Association will be responsible for the damage of facilities and equipment used.
- E. The Association may purchase expendable office supplies and other materials from the Board suppliers at the time of Board purchase if supplies are to be used for legal or authorized reasons only.
- F. The Association shall have the right to use the interschool mail facilities and school mail boxes for legal or authorized reasons only - official Association business.

## ARTICLE VI

### WORK WEEK AND WORK SCHEDULE

- A. Prior to any contemplated reduction in a non-probationary Employees' hours of work, the Board shall meet and consult with the Association concerning any contemplated reduction in hours. The purpose of the meet and consult session is to inform the Association of a potential reduction and to seek information and ideas that the Association may have for any alternative courses of action.
- B. Any employee who normally works a schedule in which the majority of hours fall outside the period from 8 AM to 3 PM shall receive a shift differential of twenty five (25) cents per hour as noted in the wage schedule for all hours in his/her work schedule.
- C. The work week starts on Monday and ends on Sunday.
- D. Any employee, excluding bus drivers, assigned to work on Saturday or Sunday shall receive a shift differential of twenty-five (25) cents per hour.

E. **MEAL PERIOD**

All employees who work at least six (6) hours shall be granted an unpaid lunch period of thirty (30) minutes during each work day. Whenever possible, the lunch period shall be scheduled near the middle of each work schedule.

F. **OVERTIME AND COMP TIME**

The decision of whether overtime is to be assigned is a management decision. Nothing in this section shall require overtime to be assigned, however if it is assigned, then the following provisions shall apply.

- 1. The Superintendent or designee shall equitably distribute opportunities for overtime work among qualified employees in the affected classification(s).
- 2. Employees required by the Superintendent or designee to work more than forty (40) hours in any work week shall be compensated for such time over forty (40) hours at one and one-half (1 1/2) times the base rate of pay. The employee may elect to receive such compensation in the form of paid time off, which shall be granted on the basis of one and one-half (1 1/2) hours of time off for each hour of overtime worked at a time approved by the employee's immediate supervisor.
- 3. While it is preferred and customary that compensatory time be taken within sixty (60) days of the time when it was earned, compensatory time may be taken any time prior to the end of the school year upon mutual consent between the employee and supervisor followed by written notification of such from the supervisor to the central office.
- 4. Scheduling shall be at the sole discretion of the Superintendent or his/her designee so that the interests of the district are met. Overtime or compensatory time for hours worked in excess of forty (40) hours per week shall be at the discretion of the Superintendent or designee. No overtime will be permitted without the prior approval of the Superintendent, or his/her designee.

**G. CALL BACK TIME**

Any employee called to work by his/her supervisor between the end of his/her work shift and the beginning of the next shift, or on a non-work day, shall be paid for a minimum of three (3) hours.

**H. STORM DAYS**

Any employee who reports to work on a storm day without timely notice not to report shall be paid for the time involved in round trip travel and work until notified of the storm day, but in no event less than two (2) hours. Timely notice is considered to be one (1) hour before the shift begins.

**I. EARLY DISMISSAL**

An employee may work any normally scheduled hours lost from an unexpected early dismissal and or delay of school either that day, or within five (5) working days. The scope and nature of the work must be approved by the employee's immediate supervisor.

**ARTICLE VII**

**JOB DESCRIPTIONS**

- A. Each employee shall be provided upon hire with a current written job description which accurately describes his/her job responsibilities. The Association President shall be provided with a copy of the current job description of employees in the bargaining unit. A signed copy will be retained in the office of the Superintendent.
- B. Administrators and employees may periodically review job descriptions and suggest revisions. Any proposed substantive revisions to job descriptions will be provided to the employee and the association, for purposes of review and feedback, for a period of no less than ten (10) days prior to final approval by the Superintendent.
- C. All newly created job descriptions and/or changes to existing job descriptions shall be approved by the Superintendent prior to becoming final.

## ARTICLE VIII

### EVALUATION

- A. Employees shall be evaluated by their immediate supervisor and/or the Superintendent or designee in accordance with the Board's support staff evaluation policy. All evaluations will be conducted openly and with the knowledge of the employee.
- B. A copy of the evaluation criteria and form to be used will be posted electronically and available in hard copy at any time upon request.
- C. Employees shall have the right to a conference with their evaluator to discuss the evaluation. An employee shall be given a copy of any evaluation report prepared by his/her evaluator. No evaluation shall be placed in the employee's file or otherwise acted upon unless the employee has received a copy.
- D. Any formal written complaint made against an employee to the administration or any complaint which is used in an evaluation shall be brought to the attention of the employee.
- E. Any evaluation which is less than satisfactory must be accompanied by written recommendation for improvement.

## ARTICLE IX

### PERSONNEL FILE

- A. The Board shall maintain, for official purposes, one (1) personnel file for each employee. This file shall be kept under conditions required by statute and shall contain copies of personnel forms, official correspondence to and/or from the employee, written evaluations and other material relating to the individual's employment.
- B. Employees shall be sent a copy of all material henceforth placed in the file, at the same time the material is placed in the file. Anonymous or un-attributed material shall not be placed in the file. An employee shall have the right to submit a written response to any material placed in the personnel file as long as such response is provided within thirty (30) days of receipt of the material by the employee. This written response shall then be filed with the appropriate material.
- C. Employees and/or their designated representative shall have the right to examine their file in the presence of the file's custodian, or that individual's designee, during the normal business hours of the office in which the file is kept.
- D. The employee may obtain one copy annually of any material in the personnel file at the Board's expense during the normal business hours of the office in which the file is kept. Additional copies may be obtained at a cost to the employee.

## ARTICLE X

### 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 done electronically using the district website and a folder on the district e-mail system. Employees who desire to be notified of vacancies occurring during the summer months in specific classifications shall notify the Superintendent's office in June and provide self addressed stamped envelopes for the notices to be sent to the employee.
- B. A position cannot be filled by a person outside the bargaining unit until the position has been posted internally for five (5) calendar days. Any candidate from the bargaining unit will receive written notification of their application status in writing via regular mail or e-mail at each phase of the hiring process including any round of interviews and actual hiring.

## ARTICLE XI

### PROFESSIONAL DEVELOPMENT

- A.
  - 1. Should the Superintendent require an employee to enroll in a specific course, the Board shall reimburse the employee, upon successful completion of the course, for actual costs of tuition, books, fees and travel.
  - 2. The employee shall be paid for the actual class time of any such course.
- B. Employees who receive written approval from the Superintendent prior to enrollment in a course that is directly related to his/her present position or required for state authorization, shall be reimbursed for the costs of tuition, required fees, and textbooks at a rate not to exceed current University of Maine charges. Such reimbursement shall be limited to six (6) credit hours per year. The Superintendent may withhold approval for such courses and the employee shall be informed of the reason that approval was denied in writing.
- C. The Superintendent shall make arrangements at the employee's request, with any accredited college or university for procedure for third party billings of courses taken and successfully completed under Sections A and B above. In addition, the Superintendent shall provide a procedure for advance payment of courses under Sections A and B above. Should the employee not complete the course successfully with a grade of C or better or a pass in a pass/fail system, the employee shall reimburse the Board and or college or university for any outstanding costs. An employee shall as a condition of third party billing or prepayment, agree in writing to reimburse for courses not completed successfully. Employees shall provide documentation of successful completion of courses within thirty (30) days of completion.
- D. Employees who receive prior written approval of the Superintendent shall be reimbursed for courses, workshops, and similar educational experiences that may or may not have formal credits attached, but which relate directly to job performance.

- E. Employees who work less than thirty-five (35) hours per week shall receive a prorated reimbursement under sections B, C, and D, based on forty (40) hours per week.
- F. An employee who is reimbursed for course(s) taken during the summer under sections B, C and D agrees to return to work for the District for the following fall semester, unless involuntarily terminated. If the employee voluntarily leaves employment during the fall semester, the employee shall reimburse the Board on a prorated basis for the cost of the course(s).
- F. Failure to comply with any of the preceding items will result in the employee having the cost expended by the district for the course withheld from that employee's pay. The individual employee responsible for reimbursement of cost to the district shall enter into a written agreement specifying that the repayment amount will be deducted from bi-weekly payrolls not to exceed five (5) in number or to be concluded no later than issuance of the final payroll for the school year.

## ARTICLE XII

### SUBCONTRACTING

- A. Providing subcontracting does not reduce the hours nor cause the layoff of current employees, the Board reserves the right to contract with outside agencies for bargaining unit work as it deems in the best interest of the school system:
  - 1. to obtain additional expertise, experience, skills, services, equipment or machinery not available within the bargaining unit or not within a bargaining unit position description; or
  - 2. to accommodate temporary increases in work load or other temporary needs; or
  - 3. to the extent it has been the practice to do so in the past.
- B. The Board agrees that it will notify the Association in writing, and, upon written request, negotiate with the Association concerning any contemplated decision to subcontract bargaining unit work which may result in the layoff or reduction in hours of current employees.

## ARTICLE XIII

### WAGES

- A. At the time of hiring, the district will consider previous work experience when placing the new employee on the scale for pay. The Superintendent of Schools will determine initial placement.
- B. Should an employee leave employment for less than one (1) year, the employee shall not be considered to have suffered a break in service for the purpose of wage scale placement only. Credit for service in a higher level of a related classification shall be granted when an employee changes to a lower level of a related classification: the employee will be paid on the lower level classification wage scale. When an employee changes to a higher level of a related classification, the employee will be placed at the pay level equal to or one step higher than their rate of pay prior to the change.
- C. Employees shall be paid bi-weekly with wages paid via electronic direct deposit within seven (7) days after the conclusion of the pay period. .
- D. When a pay day falls on a legal holiday funds will be available the last work day prior to the holiday.
- E. Employees who are required to use their personal vehicle for school business shall be reimbursed for such use at the current IRS rate per mile. Mileage shall be computed round trip from the employee's primary work location and return.
- F. Bus drivers will be compensated up to two hours per month above and beyond their regular hours for the purpose of practicing and training to maintain or improve driving skills. These sessions will generally be voluntary in nature, but, on occasion may be assigned by the transportation supervisor.
- G. Yearly uniform allowances shall be maintained at the current levels as follows:
  - Custodian/Food Services:     \$100.00 - 40 hours  
   \$ 75.00 – less than 40 hours but equal to or greater than 25 hours  
   \$ 50.00 - less than 25 hours
  - Bus Mechanic:                     \$200.00 per person
  - Grounds Keeper:                 \$200.00 per person
  - Transportation:                 \$80.00 per person

## ARTICLE XIV

### HEALTH INSURANCE

- A. The Board agrees to pay 80% full benefit of MEA Anthem Choice Plus or any other plan mutually agreed to by the Association and the Board during the term of this contract, for a single subscribers plan for all personnel employed after July 1, 2004. The board also agrees to pay 80% of single, adult w/child(ren), two person, or family coverage as applicable, up to a maximum of full coverage per month for full-time employees employed prior to July 1, 2004. Full-time employee shall mean an employee who is normally scheduled to work 40 hours per week, for employees who were not enrolled in the health insurance plan on February 24, 1997; and 35 hours for employees who were enrolled in the health insurance plan as of that date. In the event that both spouses are employed by the district, the above sum shall be paid towards only a single, adult w/child(ren), two person, or family policy, as applicable, in order to minimize the cost to the District. Those eligible for the coverage are the employees, spouse or children who meet the age requirement of the policy. Insurance benefits for employees working less than full time as defined herein shall be prorated, based on full time status equal to forty (40) hours.
- B. Employees who work less than year round shall be responsible for paying the entire cost of the insurance premium in July and August, unless the employee is scheduled to work a majority of the work days for his or her classification in either July or August. In such event, the Board shall continue its normal monthly contribution.
- C. Employees simultaneously employed under both the ESP and Teacher Bargaining Agreements will receive benefits under the agreement covering the position where the larger percentage of hours is worked. In the case of an equal split in time the employee will have their choice.
- D. Employees working less than year round will be given the opportunity at the beginning of the school year to authorize the deduction, in equal installments during their ensuring work year, the full cost of insurance premiums for the months of July and August. The Board shall remit such funds in a timely manner on behalf of the employee to the insurance carrier. The employee shall be responsible for submitting to the District prior to the 1<sup>st</sup> of the month any shortfall resulting from a premium increase for the months of July and August. Such deductions shall be subject to any rules and regulations under the Federal Tax Code.
- (Note: Under Federal Tax Code, money deducted through a 125 Plan (employee pre-tax health insurance contributions) may not be returned to employee.)*
- E. Employees who are normally scheduled to work less than twenty (20) hours per week shall not be eligible for health insurance paid by the Board.

## ARTICLE XV

### DUES DEDUCTIONS FROM SALARY

- A. The Superintendent shall deduct from employees' salaries membership dues as indicated below as said employees individually and voluntarily authorize the District to deduct and to transmit the moneys to such Associations.
- B. The Association shall certify to the Superintendent in writing each year the current rate of such membership dues. In the event any 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, District and Superintendent completely harmless against any and all claims, demands, suits or liability of any nature whatsoever that may arise out of or by reason of actions taken or not taken by the District as a result of the dues deductions provisions of Article XV.

## ARTICLE XVI

### LEAVES

#### A. JURY DUTY

- 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 Board for any pay (excluding mileage reimbursement) received for jury duty, the intent of which is to assure that the employee receives no more than his/her 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.

#### B. PERSONAL LEAVE

- 1. Up to two (2) days may be used for non-recreational business that cannot be arranged outside of working hours for employees working twenty (20) hours or more and the employee must have prior approval of the Superintendent or his/her designee. Leave under this section shall not be used for recreational purposes, for job interviews, nor to extend a holiday or vacation period either before or after the holiday or vacation period. If an employee is affected by a reduction in force, personal leave shall be allowed for job interviews. The Superintendent may have the sole discretion to grant exceptions to this exclusion for extenuating circumstances. Employees working less than twenty (20) hours per week shall not be eligible for leave under this section.
- 2. Personal leave earned shall be recorded and charged by the hour. A day for this purpose shall be equal to the number of hours in the employee's normal weekly schedule divided by five (5).

3. Any unused personal leave will be accumulated as sick leave.
4. If an employee does not use any personal days and is at the maximum of ninety (90) accumulated sick leave days by the end of the year (June 30<sup>th</sup>) the employee will be paid \$50.00 for each personal day not used.

C. **SICK LEAVE**

1. Leave for personal illness shall be earned at the rate of one (1) day per month worked up to twelve (12) days per year and are cumulative to ninety (90) days including days from previous years as well as the current year.
2. Sick days earned shall be recorded and charged by the hour. A day for this purpose shall be equal to the number of hours in the employee's normal weekly schedule divided by five (5).
3. Up to forty (40) hours of sick leave per year may be used in the event of serious illness or accident in the immediate family requiring the presence of an employee. For purposes of this Article, immediate family shall be defined as spouse, child, parent, and brother or sister. The superintendent may, at his/her discretion, grant family sick leave for other close relationships.

D. **BEREAVEMENT LEAVE**

1. Up to four (4) days of leave shall be granted in each instance of death of father, mother, husband, wife, child, grandparent, grandchildren, brother or sister of the employee or the employee's spouse. The Superintendent may, at his/her discretion, grant bereavement leave for other close relationships.
2. Bereavement Leave earned shall be recorded and charged by the hour. A day for this purpose shall be equal to the number of hours in the employee's normal weekly schedule divided by five (5).

E. **ADDITIONAL LEAVES**

1. Additional leaves of absence and/or additions to present leaves may be granted at the discretion of the Superintendent either with or without pay. All leave requests and any subsequent approvals shall be in writing.
2. An employee on unpaid leave, which exceeds five (5) days, shall be responsible for reimbursing the Board the total of the Board's cost of insurance benefits on a per diem basis, unless such leave is qualified under the Federal Family Medical Leave Act. It is understood that the ratio used shall be the number of leave days which are unpaid compared to the number of days in the total work year.
3. Any employee who is injured while working in employment not connected with his/her school employment, shall not be eligible for sick leave benefits under this Article.

F. WORKMEN'S COMPENSATION

The Board shall provide Workers' Compensation insurance as required by law.

ARTICLE XVII

HOLIDAYS

A. 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 approved paid leave, on the last scheduled work day before the listed holiday and must work, or be on approved leave on the first scheduled day after the listed holiday. If a holiday falls on either a Saturday or Sunday, it may be observed on either the actual day or the preceding Friday or the following Monday at the discretion of the Superintendent.

1. Year Round Employees

Labor Day	New Years Day
Columbus Day	Martin Luther King Day
Veterans Day	President's Day
Thanksgiving Day	Patriot's Day
Day after Thanksgiving	Memorial Day
Christmas	Independence Day

2. Employees whose work year is more than 210 working days, but less than year round.

Labor Day	New Years Day
Columbus Day	Martin Luther King Day
Veterans Day	President's Day
Thanksgiving Day	Patriot's Day
Day after Thanksgiving	Memorial Day
Christmas	

3. Employees whose work year is less than or equal to 210 working days.

Labor Day	New Years Day
Columbus Day	Martin Luther King Day
Veterans Day	Memorial Day
Thanksgiving Day	Christmas
Day after Thanksgiving	

B. Employees who are eligible for holiday pay shall be paid based upon their daily average of hours normally worked per week (e.g. a person working 30 hours per week would receive pay for 6 hours).

C. Employees who are eligible for holiday pay and are required to work shall be entitled to the holiday pay in addition to pay for any hours worked on that day.

ARTICLE XVIII

VACATION

- A. Vacation time shall normally be granted during the summer months or other times when school is not in session. However, vacation time may be taken at other times with prior written approval of the employee's immediate supervisor.
  
- B. Paid vacation time for 52 week per year employees shall be equivalent to the normal daily hours worked or the average number of hours worked per day or eight (8) hours whichever is less. Employees who work in more than one classification shall receive a prorated hourly rate of pay determined by the percentage of time worked in each classification for the year. Annual vacation accumulation shall be determined as of June 30 of each fiscal year. An employee who has completed at least six (6) months of service in the first year of employment shall receive credit for one (1) year of service in that first year.

<u>Years of Continuous Service Completed</u>	<u>Vacation Time for 52 week Employees</u>
1 year	5 days
2 years	10 days
10 years	15 days

- C. All vacation days must be used by June 30 of the fiscal year following the year in which they are earned. Failure by an employee to use his vacation time from the previous fiscal year by June 30, shall result in a forfeiture of any such days (use it or lose it practice). This provides an employee with a twelve (12) month period in which to take his/her vacation time.
  
- D. Any employee who is laid off, retired, or separated from the service of the Board for any reason, prior to taking his/her vacation, shall be compensated for the unused vacation which has been accumulated at the time of separation.

**ARTICLE XIX**

**REDUCTION IN FORCE**

A. In the event the Board determines that a reduction in the workforce is necessary for any reason, employees shall be laid off by classification based upon the following criteria:

1. documented skill(s) and ability(ies) which are relevant to job requirements
2. seniority
3. written performance evaluation

B. The Board has the sole determination of which positions within a classification shall be affected by a reduction in force following consultation with the Association.

C. **CLASSIFICATIONS**

1. District
  - a. Bus Drivers
  - b. Greenville Bus Drivers
  - c. Mechanic
  - d. Groundskeeper
  - e. Custodians
  - f. Year Round Secretaries
  - g. Special Services Secretaries
  - h. Head Cooks
  - i. Cooks
2. By Impact Area of Pre K-6, 7-12
  - a. Title I Educational Technicians III
  - b. Educational Technicians I
  - c. Educational Technicians II
  - d. Educational Technicians III
  - e. Secretaries
  - f. Library Technician II
  - g. Study Hall Monitor

D. **NOTIFICATION**

The Superintendent shall provide an employee who is to be laid off with at least twenty-one (21) calendar days written notice. A copy of such notification shall also be provided to the Association President.

E. **SENIORITY**

1. Seniority shall mean an employee's length of continuous service since the date of his/her last employment. 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.

2. Employees whose first day of work is January 1<sup>st</sup> or later shall not receive credit that fiscal year for either seniority or wage scale placement.

F. **SENIORITY LIST**

The Superintendent shall establish a seniority list by job classification showing the name and date of hire of each employee. The list shall be in descending order with the employee with the greatest seniority listed first. The seniority list shall be brought up to date annually no later than October 1, and prior to any consideration of reduction in force. The seniority list shall be posted in each building where employees are employed. A copy of such list shall be sent to the Association President at the same time the list is posted.

G. **RECALL LIST**

1. When a vacancy occurs within the classification and if applicable, the impact area from which an employee has been laid off, employees on the recall list for that classification and impact area shall be rehired in reverse order of layoff. Employees shall remain on the recall list for fifteen (15) months following the effective date of layoff. A refusal to accept a recall within the appropriate classification and impact area, shall automatically result in the employee being removed from the recall list.
2. If a vacancy remains after any employees who are entitled to recall under section G above have been offered recall, any employee on the recall list in a higher rated classification in the same job grouping (i.e., Section C-2, A-C, E-G) or the same classification in a different impact area, shall be offered employment before consideration of any other candidates. An employee who accepts such recall shall be subject to an orientation and trial period of three (3) months. During the trial period the employee shall receive a written evaluation no later than (45) days into the trial period stating any areas requiring improvement and a summative evaluation at the end of the trial period. If the supervisor determines that the employee is not qualified for the vacancy at the conclusion of the trial period, the employee shall be returned to the recall list and shall continue to have recall rights for the remainder of the recall period described below. The determination of the supervisor to return the employee to the recall list shall not be subject to the grievance process.
3. The Superintendent shall establish a recall list by classification of all non-probationary employees who are laid off. Employees shall be placed on the recall list effective on the date that they are notified of layoff and shall be listed in any classification(s) to which they may be recalled pursuant to Sections G above.
4. Employees have a responsibility to keep the Superintendent informed of a current address. Employees shall receive notice of such recall by certified mail to the last known employee address. The Board shall only be required to make one attempt to locate an employee.
5. Employees who have been laid off shall be eligible to participate at their cost in group health insurance according to COBRA guidelines.
6. Employees who are rehired during the recall period shall retain their seniority, vacation service time, accumulated sick leave and placement on the wage scale.

## ARTICLE XX

### DISCIPLINE AND DISCHARGE

#### A. DISCIPLINE

For matters of a less serious nature as determined by the Superintendent or designee, disciplinary action or measures shall normally include the following:

1. Oral reprimand
2. Written reprimand
3. Suspension either with or without pay (notice to be given in writing)
4. Discharge

For matters of a more serious nature as determined by the Superintendent or designee, the less severe steps may not be utilized prior to suspension and/or discharge.

#### B. DISCHARGE

1. If the Superintendent feels that there may be a reason for discharge, the employee may be suspended with pay during an administrative investigation. It is understood that not all instances will warrant a suspension prior to a discharge. In such a case, warranting a suspension, the employee and the President of the Association will be notified in writing that the employee has been suspended 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.
3. No non-probationary employee shall be discharged without just cause. For purposes of this Article only, the probationary period for new employees shall be one (1) year from the date of hire.

- C. Whenever an employee is called before the Superintendent or any supervisor concerning any matter, other than the conference which is part of the evaluation process, which could have an adverse effect on the employee's continued employment, the employee shall receive prior written notice of the reason (s) for such meeting and the employee shall be entitled to have an Association representative present for advice and representation during such meeting.

## ARTICLE XXI

### GRIEVANCE PROCEDURE

#### A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which from time to time may arise affecting the meaning or application of this Agreement. Both parties agree that these proceedings will be kept as 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 employee having a grievance to discuss the matter informally with any appropriate administrator, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. The Association shall be informed of the basis of such resolution in order to determine for itself whether such resolution was consistent with the terms of this Agreement.

#### 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. A "grievant" is the employee or employees covered by this Agreement who files a grievance, excluding probationary employees.
3. A "party in interest" is the employee or employees 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 weekdays, Monday through Friday, excluding legal holidays and storm days.

#### C. TIME LIMITS

1. The number of days indicated at each level should be considered as maximum and every reasonable effort, consistent with the best interests of both parties and the school system, should be made to expedite the process. The time limits may be extended by mutual agreement in writing.
2. A grievance will be deemed waived unless submitted in writing within twenty (20) days after the grievant first knew or should reasonably have known of the events or conditions constituting the alleged grievance.
3. Time is of the essence in the filing and processing of all grievances under this Article. No arbitrator shall have the authority to waive, amend, modify or adjust the time requirements set forth herein.

D. **INFORMAL PROCEDURE**

1. If an employee feels that s/he may have a grievance, s/he shall first discuss the matter with her/his principal or other appropriate administrator in an effort to resolve the problem informally.
2. If an employee is not satisfied with such disposition of the matter, s/he shall have the right to discuss the matter with the Superintendent in an effort to resolve the problem informally.
3. All employees and the Association shall be informed of the title of the appropriate administrator for each position within the bargaining unit who is to receive grievances.

E. **FORMAL PROCEDURE**

1. Level One - Principal/Appropriate Administrator
  - a. If the grievant is not satisfied with the outcome of the informal procedure, s/he may present her/his claim as a formal grievance in writing, on the form (Appendix I), to the principal or other appropriate administrator within the time limits in Section C. 2. above.
  - b. The principal/administrator shall, within five (5) days after receipt of the grievance, render her/his decision and the reason(s) therefore in writing to the grievant, with a copy to the President of the Association.
2. Level Two - Superintendent of Schools
  - a. If the grievant is not satisfied with the resolution of the grievance at Level One, s/he may, within ten (10) days after receipt of the Level One response, file her/his grievance with the Superintendent. A grievance filed at this level must include a written statement as to why the resolution offered in Level One was not satisfactory.
  - b. The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance.
  - c. The Superintendent shall, within five (5) days after the meetings, render his/her decision and the reason(s) therefore in writing to the grievant, with a copy to the President of the Association.
3. Level Three - Board of Directors
  - a. If the grievant is not satisfied with the resolution of the grievance at Level Two, s/he may, within ten (10) days after receipt of the Level Two response, appeal the decision of the Superintendent to the Board. A grievance filed at this level shall include a written statement as to why the resolution offered in Level Two was not acceptable.

- b. The Board shall, within twenty-three (23) days after receipt of the appeal, meet with the grievant 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) therefore in writing to the grievant, with a copy to the President of the Association.

4. Level Four - Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at Level three, s/he may, within five (5) days after receipt of the Level Three response, request in writing to the President of the Association that the grievance be submitted to Arbitration.
- b. If the Association determines that the grievance is meritorious and elects to submit the issue to arbitration, the Association shall, within ten (10) days after receipt of the Level Three decision, notify the Board Chair or Superintendent in writing of its intent to request arbitration.
- c. The Board, through its representative, and the Association, through its representative, shall within ten (10) days after the notification in b. above, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within ten (10) days, the Association may request the services of the American Arbitration Association to furnish a list of arbitrators.
- d. The arbitrator selected shall confer promptly with the representatives of the Board, the Association and the grievant and shall review the record of the prior meetings and shall hold such hearings with the grievant, the Association and the Board as s/he shall deem requisite.
- e. The arbitrator shall, within thirty (30) days after the hearing, render her/his decision in writing to all parties in interest, setting forth her/his findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement, and shall confine any decision to the meaning of the specific written contract provision(s) which gave rise to the dispute. The arbitrator shall be without power to make any decision which is contrary to law, conflicts with the statutory duties of the Board, or violates the terms of this Agreement. The arbitrator's decision shall be final and binding on the parties, subject to judicial review.
- f. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.
- g. The election to submit a grievance to arbitration shall be a waiver of all other remedies or forums, which otherwise could be available to the grievant.
- h. If the Board in its judgment believes that a grievance is frivolous or without merit, it shall reserve the right to seek a determination from an arbitrator prior to a ruling on the actual grievance. If the arbitrator determines that the grievance is frivolous, the Association shall bear the entire costs of the Board's expenses related to the grievance.

F. **RIGHTS OF EMPLOYEES TO REPRESENTATION**

1. Any meetings or hearings under this procedure shall be conducted in private and shall include only such parties in interest and the designated or selected representatives, heretofore referred to in this procedure.
2. Any party in interest may be represented at any level of the formal grievance procedure by a person of her/his own choosing. 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.
3. If a grievance affects a group of employees, the Association may submit the grievance in writing beginning with Level Two of the formal procedure and the Association may continue to process the grievance through the remaining levels of the procedure.
4. Except for the final decision or settlement resulting from the grievance, all documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant. The final decision or settlement of the grievance shall be filed in the personnel files of the grievant.
5. No reprisals shall be taken by the grievant, the Association, the Board or its agent(s) against any participant in the grievance procedure by reason of such participation.

**ARTICLE XXII**

**HEALTH AND SAFETY**

- A. When an employee believes that conditions under which he/she is required to work pose a hazard to his/her health and/or safety, he/she shall call said condition(s) to the attention of his/her immediate supervisor. The supervisor shall investigate the condition(s) and cause to be corrected any condition(s) which are hazardous. If no hazardous conditions exist, the employee shall be so informed.
- B.
  1. Employees shall immediately submit in writing to their immediate supervisor, cases of assault and or threatening behavior suffered by them in connection with their employment.
  2. Upon receipt of written report of assault upon an employee, the immediate supervisor shall inform the Superintendent and provide a copy of the report. The Superintendent or designee shall investigate the circumstances of the assault and take such action as he/she deems appropriate.
  3. The Board shall give administrative support to the employee for assault upon the employee when the employee is acting in accordance with the Board directives and instructions relating to such matters.

**ARTICLE XXIII**

**EMPLOYEE RETIREMENT**

- A. Any employee who has been continuously employed by the District for fifteen (15) or more years will be paid up to thirty (30) days of unused sick leave at the time of retirement. The rate of pay will be based on his/her regular daily rate of pay. Employees who intend to retire at the end of the school year will need to notify the Superintendent in writing prior to December 15 of the school year in which the employee intends to retire. Retirement payments under this Article will not be paid prior to July 1<sup>st</sup> of each year.
  
- B. A retired employee is defined as any employee who has retired and severed employment and who is receiving or is eligible to receive retirement benefits as set forth by Social Security and/or MainePERS rules.

**ARTICLE XXIV**

**SAVINGS OR SCOPE AND SEPARABILITY**

Should any provision or any application of the terms of this Agreement, be found to be contrary to federal or state law then such provision or applications shall be deemed null and void, however, all other provisions shall continue in full force and effect.

ARTICLE XXV

DURATION

- A. This Agreement shall be effective as of the date of ratification or July 1, 2010, whichever is later, and shall expire at midnight on June 30, 2013 unless extended mutually in writing by the parties. This Agreement supersedes and replaces any such contracts or other Agreements which as of the date hereof are agreed to be no longer of any force or effect.
- B. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees.
- C. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective President and Chairman and attested to by their respective secretaries this 9th day of March, 2010.

School Administrative District No. 4  
Education Association/MEA/NEA (ESP)

By   
Association Co-President

By Beth Weymouth  
Association Co-President

By Danella Gioia  
Association Secretary

School Administrative District No. 4  
Board of Directors

By George Maitte  
Board of Director's Chairperson

By Julie Stearn  
Board Secretary

Dated this 9th day of March, 2010

**M.S.A.D. #4**

**2010-2013**

**WAGE SCALE**

**SCHEDULE A**



# M.S.A.D. # 4 ESP WAGE SCALE 2010-2013

## BUS DRIVER

STEP	EXP	2010-2011	2011-2012	2012-2013
1	0	13.23	13.49	13.76
2	1	13.65	13.92	14.20
3	2	14.07	14.35	14.63
4	3	14.22	14.50	14.79
5	4	14.38	14.67	14.96
6	5	14.46	14.75	15.05
7	6	14.56	14.85	15.14
8	7-9	14.64	14.93	15.23
9	10-12	14.78	15.08	15.38
10	13-14	14.97	15.27	15.58
11	15	15.28	15.59	15.90

## BUS MECHANIC

STEP	EXP	2010-2011	2011-2012	2012-2013
1	0	13.74	14.01	14.29
2	1	14.20	14.48	14.77
3	2	14.65	14.94	15.24
4	3	14.81	15.11	15.41
5	4	14.99	15.29	15.60
6	5	15.06	15.36	15.66
7	6	15.15	15.45	15.76
8	7-9	15.23	15.53	15.84
9	10-12	15.40	15.71	16.02
10	13-14	15.58	15.89	16.20
11	15	15.87	16.19	16.51

Schedule A

# M.S.A.D. # 4 ESP WAGE SCALE 2010-2013

**CUSTODIAN  
GROUNDSKEEPER**

STEP	EXP	2010-2011	2011-2012	2012-2013
1	0	10.75	10.97	11.19
2	1	11.13	11.35	11.58
3	2	11.49	11.71	11.95
4	3	11.61	11.84	12.08
5	4	11.73	11.96	12.20
6	5	11.81	12.05	12.29
7	6	11.91	12.15	12.39
8	7-9	12.02	12.26	12.50
9	10-12	12.18	12.42	12.67
10	13-14	12.36	12.61	12.86
11	15	12.66	12.91	13.17

**NIGHT CUSTODIAN  
(.25 Shift Differential)**

STEP	EXP	2010-2011	2011-2012	2012-2013
1	0	11.00	11.22	11.44
2	1	11.38	11.60	11.83
3	2	11.74	11.96	12.20
4	3	11.86	12.09	12.33
5	4	11.98	12.21	12.45
6	5	12.06	12.30	12.54
7	6	12.16	12.40	12.64
8	7-9	12.27	12.51	12.75
9	10-12	12.43	12.67	12.92
10	13-14	12.61	12.86	13.11
11	15	12.91	13.16	13.42

# M.S.A.D. # 4 ESP WAGE SCALE 2010-2013

## COOKS

STEP	EXP	2010-2011	2011-2012	2012-2013
1	0	9.40	9.59	9.78
2	1	9.57	9.76	9.95
3	2	9.63	9.82	10.02
4	3	9.77	9.97	10.17
5	4	9.96	10.15	10.36
6	5	10.05	10.25	10.45
7	6	10.15	10.35	10.56
8	7-9	10.26	10.47	10.68
9	10-12	10.61	10.82	11.04
10	13-14	11.02	11.24	11.46
11	15	11.49	11.71	11.95

## HEAD COOKS

STEP	EXP	2010-2011	2011-2012	2012-2013
1	0	10.40	10.59	10.78
2	1	10.57	10.76	10.95
3	2	10.63	10.82	11.02
4	3	10.77	10.97	11.17
5	4	10.96	11.15	11.36
6	5	11.05	11.25	11.45
7	6	11.15	11.35	11.56
8	7-9	11.26	11.47	11.68
9	10-12	11.61	11.82	12.04
10	13-14	12.02	12.24	12.46
11	15	12.49	12.71	12.95

# M.S.A.D. # 4 ESP WAGE SCALE 2010-2013

**SECRETARY  
SPECIAL EDUCATION SECRETARY**

STEP	EXP	2010-2011	2011-2012	2012-2013
1	0	10.62	10.83	11.05
2	1	11.02	11.24	11.46
3	2	11.06	11.28	11.50
4	3	11.37	11.60	11.83
5	4	11.37	11.60	11.83
6	5	11.77	12.01	12.25
7	6	11.77	12.01	12.25
8	7-9	12.24	12.48	12.73
9	10-12	12.75	13.01	13.27
10	13-14	13.33	13.60	13.87
11	15	13.91	14.19	14.47

**YEAR ROUND SECRETARY**

STEP	EXP	2010-2011	2011-2012	2012-2013
1	0	10.92	11.14	11.37
2	1	11.30	11.53	11.76
3	2	11.49	11.71	11.95
4	3	11.66	11.89	12.13
5	4	11.74	11.98	12.21
6	5	12.06	12.30	12.54
7	6	12.06	12.30	12.54
8	7-9	12.53	12.78	13.03
9	10-12	13.04	13.30	13.56
10	13-14	13.62	13.89	14.17
11	15	14.20	14.48	14.77

# M.S.A.D. # 4 ESP WAGE SCALE 2010-2013

## EDUCATION TECHNICIAN I STUDY HALL MONITOR

STEP	EXP	2010-2011	2011-2012	2012-2013
1	0	10.00	10.20	10.40
2	1	10.37	10.58	10.79
3	2	10.74	10.96	11.17
4	3	10.88	11.10	11.32
5	4	11.03	11.25	11.47
6	5	11.14	11.36	11.59
7	6	11.22	11.44	11.67
8	7-9	11.32	11.55	11.78
9	10-12	11.61	11.84	12.08
10	13-14	11.87	12.11	12.35
11	15	12.17	12.41	12.66

## EDUCATION TECHNICIAN I-A (Special Services)

STEP	EXP	2010-2011	2011-2012	2012-2013
1	0	10.42	10.63	10.85
2	1	10.61	10.82	11.04
3	2	10.82	11.04	11.26
4	3	11.26	11.49	11.72
5	4	11.67	11.90	12.14
6	5	11.81	12.05	12.29
7	6	11.94	12.18	12.43
8	7-9	12.10	12.34	12.59
9	10-12	12.52	12.77	13.02
10	13-14	12.93	13.19	13.46
11	15	13.23	13.49	13.76

# M.S.A.D. # 4 ESP WAGE SCALE 2010-2013

**EDUCATION TECHNICIAN II  
LIBRARY TECHNICIAN II**

STEP	EXP	2010-2011	2011-2012	2012-2013
1	0	10.73	10.95	11.16
2	1	11.03	11.25	11.47
3	2	11.31	11.54	11.77
4	3	11.62	11.85	12.09
5	4	11.92	12.16	12.41
6	5	12.05	12.29	12.53
7	6	12.18	12.42	12.67
8	7-9	12.31	12.56	12.81
9	10-12	12.67	12.92	13.18
10	13-14	13.04	13.30	13.56
11	15	13.34	13.61	13.88

**EDUCATION TECHNICIAN III**

STEP	EXP	2010-2011	2011-2012	2012-2013
1	0	11.44	11.67	11.91
2	1	11.66	11.89	12.13
3	2	11.88	12.12	12.36
4	3	12.35	12.60	12.85
5	4	12.82	13.08	13.34
6	5	12.97	13.23	13.50
7	6	13.13	13.39	13.66
8	7-9	13.29	13.56	13.83
9	10-12	13.73	14.00	14.28
10	13-14	14.20	14.48	14.77
11	15	14.50	14.79	15.09

# M.S.A.D. # 4 ESP WAGE SCALE 2010-2013

## TITLE IA EDUCATION TECHNICIAN III

STEP	EXP	2010-2011	2011-2012	2012-2013
1	0	15.91	16.23	16.55
2	1	16.09	16.41	16.74
3	2	16.26	16.58	16.92
4	3	16.44	16.77	17.11
5	4	16.61	16.94	17.28
6	5	16.73	17.06	17.40
7	6	16.83	17.17	17.51
8	7-9	16.94	17.28	17.63
9	10-12	17.30	17.65	18.00
10	13-14	17.64	17.99	18.35
11	15	17.93	18.29	18.66

