

**AGREEMENT**

**between**

**THE BOARD OF DIRECTORS OF MAINE SCHOOL  
ADMINISTRATIVE DISTRICT NO. 53**

**and the**

**MAINE SCHOOL ADMINISTRATIVE DISTRICT No. 53  
EDUCATION ASSOCIATION SUPPORT UNIT**

**2011-2013**

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This Agreement is entered into between the Board of Directors of Maine School Administrative District No. 53 (hereinafter referred to as the "Board") and the Maine School Administrative District No. 53 Education Association Support Unit (hereinafter referred to as the "Association").

### **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 a unit consisting of all Educational Technicians I, II and III, and Custodians employed by the Board for at least six (6) months ("employees"). Excluded from this Agreement are food service/cafeteria employees, secretaries, Maintenance Supervisor, sign language interpreters, and all other persons employed by the Board.

### **ARTICLE II - MANAGEMENT RIGHTS**

1. Except as explicitly limited by a specific written provision of the Agreement, the Board shall continue to have all rights, functions, powers, duties, or authority available to it under law, including but not limited to, the right to subcontract for work or services, and to establish, change, combine or discontinue services, operations, classifications and the number of personnel required. 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.
2. The Association acknowledges the right of the Board to make such rules and regulations governing the conduct of its employees in accordance with the Agreement, as the Board deems necessary, so long as they are not inconsistent with the specific written terms of this agreement.

### **ARTICLE III - ASSOCIATION RIGHTS**

1. 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 as determined by the building principal. At the conclusion of the meeting, the Association shall leave the facilities in the condition in which it found them.
2. Representatives of the Association, the Maine Educational Association, and the National Education Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with any employee's normal duties nor interrupt normal school operation. The determination as to whether the actions constitute an interference with an employee's duties or school operation shall be made at the discretion of the Superintendent or his/her designee.
3. The Association shall also be permitted to use the interoffice and interschool mail for legal Association business.

#### **ARTICLE IV – PROBATIONARY PERIOD**

All newly hired employees shall serve a probationary period of one year. During his/her probationary period, a probationary employee may be discharged or otherwise disciplined without just cause and recourse to the grievance procedures of Article VI of this Agreement.

#### **ARTICLE V – EMPLOYEE RIGHTS**

1. The Board and the Association recognize the right of any employee to become and remain a member of the Association or to refrain from becoming and/or remaining a member of the Association, and neither party will interfere with any employee in the exercise of that right.
2. The Board and the Association recognize, and agree to abide by, an employee's rights to representation set out in the Weingarten decision.
3. After working for the probationary period referred to in Article IV of this Agreement, no employee shall be discharged without just cause, nor be subject to other discipline without reasonable grounds.

4. No employee shall receive a written reprimand/not warning without reasonable grounds during the probationary period. Written reprimand/not warning excludes lesser disciplinary actions of written warnings and/or oral warnings. Reasonable grounds excludes lesser standards of reasonable basis and/or substantial basis.
5. The Board shall make its best effort to provide a safe and healthy work place. Employees shall report any health and safety concerns to the appropriate administrator and may bring those concerns to the district's safety committee. The support unit may appoint a member of its unit to serve on the district safety committee.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **A. PURPOSE**

The Board and the Association agree that all grievances shall be resolved consistent with the terms and conditions of this Agreement at the earliest possible date of this grievance procedure and that the failure on the part of the employee to observe the time limits set forth herein shall constitute a waiver of the grievance. These proceedings shall be kept confidential as may be appropriate at all levels.

### **B. DEFINITIONS**

1. A "grievance" is any alleged violation of a specific written term of this Agreement.
2. An "employee" is any person in the unit covered by this Agreement.
3. An "aggrieved party" is the employee, or a group of employees that are being represented by the association who submit(s) a grievance. An aggrieved party may be represented by any member or designated representative of the Association at any stage of the formal proceedings.
4. "Days" shall mean Mondays through Fridays.

### **C. INFORMAL GRIEVANCE PROCEDURE**

Before submitting a formal grievance, an aggrieved party shall first attempt to resolve the matter with his/her immediate supervisor. Informal settlements shall bind the parties but shall not be precedent for other grievance proceedings.

**D. SUBMISSION OF GRIEVANCES**

1. Each formal grievance shall be submitted in writing on a form to be provided by the Board.
2. A grievance shall be deemed waived unless it is submitted formally within fifteen (15) working days of the time when the events or conditions on which it is based occurred.
3. Grievances shall be signed by the aggrieved party.

**E. FORMAL GRIEVANCE PROCEDURE**

1. If the aggrieved party is not satisfied with the response of his/her immediate supervisor through the informal grievance procedure, he/she may submit a formal grievance to the Superintendent. The Superintendent or his/her designee shall meet with the aggrieved party within ten (10) working days after receipt of the grievance in an effort to resolve the grievance. Within ten (10) working days after said meeting, the Superintendent shall render a decision in writing and forward a copy to all parties involved.
2. If the grievance is not resolved to the satisfaction of the aggrieved party, the aggrieved party may appeal the grievance to the Board within ten (10) days after receiving notice of the Superintendent's decision by submitting the complete record thus far accumulated, plus his/her written reason for said appeal, to the Superintendent of Schools.
3. The Chair of the Board shall schedule any such appeal for an executive session at the next regular Board meeting or at a special meeting. In any event, a meeting shall be scheduled not later than the Board's second regularly scheduled meeting following receipt of the grievance.
4. Within ten (10) days of the Board's answer, if the aggrieved party is not satisfied, the aggrieved party may submit the grievance to arbitration by notifying the Board in writing. The Board and the grievant or their representatives shall mutually agree upon an arbitrator after the Board has received a timely notice, or if agreement is not reached, a request shall be made to the American Arbitration Association for arbitration services. The

parties agree to accept the arbitrator's award as final and binding upon them subject to judicial review. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

**F. MISCELLANEOUS**

1. The number of days indicated at each step of the formal procedure should be considered as a maximum and an effort should be made to expedite the process. The time limits specified, however, may be extended by written mutual agreement.
2. Nothing in this Article shall affect or impair the right of the Board or its representatives, to consult or meet with any individual employee or group of employees to endeavor to resolve a grievance.
3. At no point prior to an official hearing or meeting of the Board of School Directors, at which time the grievance is being resolved, shall the employee concerned, or any other employee of the District, discuss with members of said Board of School Directors the subject of the employee's grievance or matters relating to the substance of the grievance.

**ARTICLE VII – JOB DESCRIPTIONS**

The Board shall maintain job descriptions reflecting the current responsibilities of each unit position as of September 1 of each year. The Board reserves the right, without consulting the association, to provide and/or modify a scheduled work routine for custodian positions covered by this contract. The decision regarding the content of any job description will be made by the Board or its designee.

**ARTICLE VIII – CLASSIFICATIONS**

Any employee may, at the discretion of the Superintendent, be assigned to work within one or more classifications. When an employee works within two (2) or more classifications, he/she shall be paid for the hours worked in each classification according to the salary scale for that particular classification. Where an employee is assigned work by two (2) or more persons, it shall be the responsibility of the employee's immediate supervisor to resolve conflicts in work assignments. In cases of emergencies, or when the employee's immediate

supervisor is not available, the Superintendent or his/her designee shall be responsible for resolving conflict in work assignments.

### **ARTICLE IX – EVALUATION**

1. Employees shall have the right to a conference with their evaluator to discuss their evaluation. An employee shall be given a copy of any evaluation report about the employee 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.
2. Any complaint which is used in an evaluation shall be brought to the attention of the employee. The association and Board agree that non-administrative district employees without training will not be used to evaluate bargaining unit members. It shall be each employee's option to have their evaluation completed by the appropriate administrator by requesting such prior to the end of September of each school year.
3. An employee shall have the right to attach a written response to any material, including evaluations, being placed in his/her file.

### **ARTICLE X – PERSONNEL FILE**

1. Employees shall have the right to receive notice of all materials placed in their personnel files.
2. Employees and/or their designated representative shall, upon requesting an appointment, have the right to examine their file during the normal business hours of the office in which the file is kept, and employees may obtain a copy of any material in their personnel file at the employees' expense.
3. The Board shall maintain, for official purposes, one (1) personnel file for each employee. The personnel file shall contain the following information: employee work evaluations, routine personnel data such as compensation, benefits, etc. and discipline records.

### **ARTICLE XI - WORK WEEK & WORK SCHEDULE**

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

Subject to such changes as the Board or its designee in its discretion may make, employees shall generally have the following work years including in-service days where applicable:  
Custodians: Fifty-two (52) weeks a year.

Educational Technicians I, II, & III: Thirty-five (35) weeks a year, which is the equivalent of one hundred and seventy-five (175) student days.

The parties recognize that the length of the work year for employees is contingent upon the student days within the District. Nothing in this Agreement shall interfere with the Board's right to extend or shorten the length of the school year.

**B. WORKWEEK/WORKDAY**

1. Full-time custodians shall work a regularly scheduled forty (40) hours per week, consisting of eight (8) consecutive hours per day worked excluding lunch and breaks. All full-time educational technicians shall work a minimum of thirty (30) hours per week, consisting of six (6) consecutive hours per day worked excluding lunch and breaks. All unit members shall receive a daily, duty free twenty (20) minute meal period.
2. The normal workweek for each custodial position shall consist of a fixed and regular recurring period of 168 hours. The workweek for payroll purposes shall be Sunday through Saturday.
3. Education Technicians shall be compensated for their regular work hours on days when inclement weather or other unscheduled circumstances requires a delay to the start of the school day or an early dismissal.

**C. OVERTIME**

Overtime shall be paid at a rate of time-and-one-half the employee's regular hourly rate after the employee has completed forty (40) hours actually worked in a workweek. Said hours shall not be averaged over two (2) or more weeks. Paid sick leave, vacation leave, or other approved leaves shall not be time worked for purposes of computing overtime.

**ARTICLE XII - SENIORITY AND LAYOFF**

**A. SENIORITY**

"Seniority" shall be an employee's length of continuous regular service since the date of his or her first employment as an employee in the District. A unit member 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 in the unit member's work year.

**B. SENIORITY LIST, JOB CLASSIFICATIONS, and IMPACT AREAS**

1. Within ninety (90) days of the execution of this Agreement, the Board shall establish 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. The seniority list shall be posted annually during the month of September. Employees shall have twenty (20) calendar days to object to the seniority list, otherwise the list shall be assumed to be accurate for the following twelve (12) months.
2. For purposes of this Article, the following job classifications shall be recognized: Ed Tech I, Ed Tech II, and Ed Tech III, and Custodian.
3. For purposes of the Article, the following impact areas shall be recognized:

Educational Technicians

- |     |                                  |                        |
|-----|----------------------------------|------------------------|
| (a) | Special Education<br>PK-4<br>5-8 | (Levels I, II and III) |
| (b) | Library Aides                    | (Levels I, II and III) |
| (c) | Building<br>PK-4<br>5-8          | (Levels I and II)      |
| (d) | Subject Area<br>PK-4<br>5-8      | (Level III)            |
| (e) | Title I<br>PK-4<br>5-8           | (Levels I, II and III) |

Custodians

- (a) Building
- (b) Work Shift

- 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.

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

- 1. "Reduction in Force" (hereafter "RIF") shall mean the discontinuance of employment of any employee for financial or program reasons.
- 2. In the event of a RIF, the employee whose position is to be eliminated may displace the employee with the least seniority in (a) his/her current classification and (b) his/her current impact area, provided that the employee's evaluations, work history and qualifications are, in the opinion of the Superintendent, relatively equal. In addition to the aforementioned criteria, an employee in a special education position may only displace the least senior employee in his or her classification and impact area when, in the judgment of the Superintendent, such displacement would not unduly disrupt the educational program of the special education student(s).
- 4. An employee who is terminated as the result of a RIF shall receive at least two (2) weeks written notice.
- 5. The Board agrees to consult with the Association prior to a RIF.

**ARTICLE XIII – PROFESSIONAL DEVELOPMENT**

- 1. Should the Board or its agent 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. The employee shall be paid for the actual class time of any such course.
- 2. Employees who receive written approval from the Superintendent prior to enrollment in a college credit course that is directly related to his/her present

position, shall be reimbursed in the same budget year at the rate of one hundred (\$100) dollars per credit hour upon successful completion of the course with a grade of B or higher in a graded course, or pass in a pass/fail course for up to three (3) courses, (9 college credits) per year; or, if the employee takes more than three (3) courses per year the employee will be reimbursed seventy-five (\$75) dollars per credit hour the following budget year. Only employees who are in service or under contract in the district for the duration for the course shall be eligible for reimbursement.

3. Notification of intent to take courses must be received by the superintendent prior to March 1<sup>st</sup>.

#### **ARTICLE XIV – INVOLUNTARY TRANSFER**

Involuntary transfers shall be made at the discretion of the Superintendent. Reasons for involuntary transfer may include the employee's performance, or as part of a necessary reduction in force consistent with the requirements of the agreement. A conference with the employee shall be held prior to any transfer.

#### **ARTICLE XV – VACANCIES**

1. Whenever a job opening occurs for a position within the bargaining unit, it shall be posted internally. Such posting shall be accomplished by email accessible to all employees. School year employees who desire to be notified of vacancies occurring during the summer months in specific classifications shall notify the Superintendent's office in writing in June and provide stamped, addressed envelopes for notification of any such vacancies. If no suitable internal candidate is found, then the position will be advertised externally.
2. The Superintendent, in his/her own judgment, will hire the best qualified candidate from the pool of internal and external candidates.

## **ARTICLE XVI – DUES DEDUCTION**

1. The Board agrees to deduct from the educational support employees money for local, state and/or national association services and programs, and to transmit the money promptly to such associations.
2. The Association shall certify to the Board in writing the current rate of local, state and national member dues. In the event any association changes the rate of its membership dues, the local association shall give the Board written notice prior to the effective date of such change.
3. The Association shall indemnify and hold the Board, its individual members, the District, its employees and the Superintendent 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 deduction provisions of this Article.

## **ARTICLE XVII – BENEFITS**

### **A. HEALTH INSURANCE**

1. The Board reserves the right to choose the plan and carrier, which, in its judgment, best serves the interests of the District, for any insurance provided to employees. Any such plan will be comparable to the MEA Benefits Trust Choice Plus Plan.
2. The Board agrees to pay the percentage amounts set out in **Appendix A** for premiums for all full-time employees (employees who are regularly scheduled to work more than twenty-nine and one-half (29.5) hours per week). Employees who are regularly scheduled to work twenty-nine and one-half (29.5) hours per week or less may not participate in insurance benefits.
3. Part-time employees may purchase health insurance as offered by the Board. Said employees shall pay the full cost of health insurance premiums, including any increases, through payroll deduction.

4. The parties agree to meet and discuss insurance options for future contracts during this Agreement, upon request in writing by either party. Such discussions shall not be bargaining, and shall not affect the terms and conditions of this Agreement.

**B. HOLIDAYS**

Educational Technicians regularly scheduled to work more than twenty-nine and one-half (29.5) hours per week shall receive the following paid holidays:

Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Patriots' Day, and Memorial Day.

Custodians scheduled to work more than forty (40) weeks per year, and regularly scheduled to work more than twenty-nine and one-half (29.5) hours per week, shall receive the paid holidays above and Independence Day.

Employees who are regularly scheduled to work twenty-nine and one-half hours (29.5) a week or less shall receive the following seven (7) paid holidays:

Labor Day, Columbus Day, Christmas Day, Martin Luther King Jr. Day, Presidents' Day, Patriots' Day, and Memorial Day.

Employees who are sick on the day prior to or on the next scheduled work day work day following the holiday are eligible for holiday pay. Holiday pay shall be based on the employee's scheduled weekly hours. Employees who are regularly scheduled to work less than twenty (20) hours a week shall not receive paid holidays.

**C. SICK/PERSONAL LEAVE**

Part time employees shall be provided with six (6) sick/personal days annually. Unused sick/personal days shall accumulate as sick days to a maximum of fifteen (15) days.

Full time Employees shall accumulate sick/personal leave days as follows:

- Full-Time Educational Technicians I, II, and III (more than twenty-nine and one-half (29.5) hours a week) - - at the rate of (1) day per month worked to a maximum of ten (10) days annually;

- Full-Time Custodians (more than twenty-nine and one-half (29.5) hours a week) - - at the rate of one (1) day per month worked to a maximum of twelve (12) days annually.

Sick/Personal days may be used for personal illness, serious illness in the immediate family (i.e. spouse, child, or parent requiring care by the employee), or personal use.

Sick/personal leave shall be subject to the following conditions:

1. The absence shall not qualify for sick/personal leave if compensation is actually received pursuant to Worker's Compensation.
2. Personal days shall not be used for profit-making activities of any kind.
3. Previously approved vacation or personal leave and absence due to bona fide illness or bereavement on the regularly scheduled work day prior to or immediately after a holiday will be paid leave and entitle the employee to holiday pay.
4. All employees shall attempt to make dentist or doctor appointments outside of working hours. Sick/personal leave may be used for such appointments only if such scheduling is not possible.
5. Prior notification to the employee's immediate supervisor of at least five (5) days shall be required, except in case of a bona fide emergency, for a personal leave day. The notification shall state the general reason for the leave.
6. There shall be no payment for any unused sick/personal leave days.
7. Unused sick/personal leave shall accumulate as sick leave, and not personal leave, for employees who are regularly scheduled to work more than twenty-nine and one-half (29.5) hours per week up to ninety (90) days.

#### **D. BEREAVEMENT LEAVE**

Employees who are regularly scheduled to work twenty (20) hours or more per week shall be entitled to up to five (5) days of paid leave to attend the funeral or to travel to the funeral of the employee's immediate family (father, mother, brother, sister, spouse, children, grandparents, father-in-law, mother-in-law). One (1) day of paid leave to attend the funeral or to travel to the funeral of a friend or relative may be granted at the discretion of the Superintendent.

## **E. VACATION**

Custodians who are employed prior to June 30, 2007 and regularly scheduled to work more than twenty-nine and one-half hours (29.5) per week and fifty-two (52) weeks per year shall earn 1.2 days of vacation per month actually worked. Vacation may not be earned when an employee is not working for whatever reason. Request for use of vacation time must be made thirty (30) days prior to vacation. The Superintendent or Superintendent's designee shall schedule vacations at times that, in the Superintendent's discretion, do not disrupt the efficient running of the District. Custodians who are employed after June 30, 2007 will earn vacation time according to the schedule below.

- a. Five (5) working days after one (1) year of employment;
- b. Ten (10) working days after two (2) years of employment;
- c. Fifteen (15) working days after seven (7) years of employment;
- d. Twenty (20) working days after thirteen (13) years of employment.

Custodians may carry forward up to five earned days of vacation beyond June 30 to use between July 1 and September 30. Any more than five earned vacation days not used prior to June 30 of each year will be lost. Any earned vacation days carried forward for use between July 1 and September 30 that are unused by September 30 will be lost.

## **ARTICLE XVIII – WAGES**

### **A. WAGE SCHEDULE**

Employees shall be paid in accordance with the wage schedule attached as **Appendix**

### **B.**

### **B. INITIAL PLACEMENT**

For purposes of initial placement, new employees may be given credit for equivalent job experience for up to five (5) years with the following exceptions: special skills or certifications that benefit the district.

### **C. CALL-BACK**

Custodians who are called back to work after having completed their work shift shall receive a \$15.00 call-back payment, or if more than one hour the custodian will be paid at the regular rate of pay.

### **ARTICLE XIX - NO STRIKE**

The Association, its representatives, members and the employees in the bargaining unit agree that they will not instigate, promote, sponsor, condone, tolerate or engage in any strike, work stoppage, slowdown, or any other interruption or interference with the operations or work of the District. In the event that any of such persons engages in any such activity, the Association shall promptly and publicly notify those so engaged to cease and desist from such activities and to return to their regular duties and the Association agrees to indemnify the District for any and all damages of any nature whatsoever related to any activities prohibited by the Article. The Board shall have the right immediately to discipline or discharge employees engaging in any of the above actions.

### **ARTICLE XX - 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 XXI - NOTICE OF RESIGNATION**

Whenever an employee decides to leave the employment of MSAD #53, s/he must notify the superintendent of schools in writing at least ten (10) days prior to the date that s/he intends to stop work.

### **ARTICLE XXII - TERM OF AGREEMENT**

The term of this Agreement shall be from the signature date hereof to and including June 30, 2011.

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations, and neither party shall be required to negotiate with respect to any such matter. Notwithstanding the above, the parties agree to meet and consult on issues that might arise during the term of the Agreement but the parties are not required to bargain.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed  
this 1st day of July, 2011.

BOARD OF DIRECTORS OF  
M.S.A.D. NO. 53  
By Its Chair Hereunto Duly Authorized

M.S.A.D. NO. 53 EDUCATION  
ASSOCIATION SUPPORT UNIT  
By Its President Hereunto Duly Authorized

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX A

M.S.A.D. #53 Board contribution to unit employee's health insurance premiums during the duration of this contract will be:

100% of the previous year's premium for single subscriber

80% of the previous year's premium for two adult

80% of the previous year's premium for adult with child

80% of the previous year's premium for family

Allowance for Cafeteria Option is \$2,750.00 for employees covered under this agreement who were employed prior to June 30, 2007.

**APPENDIX B****M.S.A.D. #53 Education Association Support Unit Wage Scale****2011-2012**

2011-2012			
		Ed Tech II	
Experience	Ed Tech I	Custodians	Ed Tech III
0	\$8.95	\$9.75	\$10.30
1	\$9.43	\$10.23	\$10.77
4	\$10.23	\$11.03	\$11.58
7	\$10.91	\$11.72	\$12.25
10	\$11.58	\$12.38	\$12.92
13	\$11.99	\$12.81	\$13.37
16+	\$12.93	\$13.74	\$14.27

**2012-2013**

2012-2013			
		Ed Tech II	
Experience	Ed Tech I	Custodians	Ed Tech III
0	\$9.08	\$9.90	\$10.46
1	\$9.57	\$10.38	\$10.94
4	\$10.38	\$11.20	\$11.76
7	\$11.07	\$11.89	\$12.43

10	\$11.76	\$12.57	\$13.11
13	\$12.17	\$13.01	\$13.57
16+	\$13.12	\$13.94	\$14.48