

## DEFINITIONS

1. **MEA-ESP** — Refers to the MSAD #34 Maine Education Association-Educational Support Personnel; the bargaining agent for a unit consisting of those employees of MSAD #34 in the following classifications: Educational Technicians I, II, and III (as defined by the State Department of Education regulations pertaining to the employment and function of Educational Technicians I, II, and III), Bus Aide, Substitute Caller, Administrative Assistant, Secretary, and Computer Maintenance.
2. **ASSOCIATION** — Whenever the term "Association" is used, it refers to the Maine School Administrative District No. 34 Education Association and any of its designated representatives, by committee, individual member, or authorized agent whether or not a member.
3. **BOARD** — Whenever the term "Board" is used, it refers to the Maine School Administrative District No. 34 Board of Directors and any of its designated representatives, by committee, individual member, or authorized agent whether or not a member.
4. **GENDER** — Whenever the masculine is used, it is to include the feminine unless otherwise expressly provided or clearly indicated by the context.
5. **PRINCIPAL** — Whenever the term "Principal" is used, it is to include the administrator or any designated representative.
6. **SCHOOL** — Whenever the term "School" is used, it is to include any work location or functional division.
7. **SUPERINTENDENT** — Whenever the term "Superintendent" is used, it shall mean the Superintendent of Schools of Maine School Administrative District No. 34, or the Assistant Superintendent, or any other person whom the Superintendent or the Board specifically designates to act for the Superintendent in any particular situation or class of situations.
8. **WORK YEAR** — The work year will be defined as being no less than 38 weeks and no more than 48 weeks (vacation time excluded) unless specifically designated by the Board. The length of the work year for each position will be specified in Article VIII.
9. **IMMEDIATE FAMILY**. The immediate family is defined as wife, husband, children, brother, sister, mother, father, mother-in-law, father-in-law, grandparents, grandchildren and domestic partner (defined as two adults of the same or opposite sex, domiciled together, engaged in a spouse-like relationship, characterized by mutual caring and dependency). Other cases are to be left to the Superintendent's discretion.

## **PREAMBLE**

**WHEREAS**, Maine School Administrative District No. 34 employs Educational Technicians I, II, and III, and school clerical personnel for the purpose of assisting the District in educating its students;

To further that end, this Agreement is entered into between the Board of Directors of Maine School Administrative District No. 34 (hereinafter referred to as the "Board") and the MSAD #34 Maine Education Association-Educational Support Personnel (hereinafter referred to as the "MEA-ESP").

## **ARTICLE I — RECOGNITION**

The Board recognizes the MEA-ESP as the bargaining agent for a unit consisting of those employees of the Board (hereinafter "employees") in the following classifications: Educational Technicians I, II, and III, Bus Aide, Substitute Caller, Administrative Assistant, Secretary, and Computer Maintenance, excluding all temporary employees.

Nothing in this Article shall affect or impair the right of the Board or its representatives, as representatives of the public to consult or meet (but not negotiate) with its employees. This language is not intended to deny rights granted under Title 26, MRSA.

## **ARTICLE II—ASSOCIATION SECURITY**

All employees in the bargaining unit shall have the right to join or to refrain from joining the MEA-ESP. No employee in the bargaining unit shall be favored or discriminated against by the Board or by the MEA-ESP because of an employee's membership or non-membership in the MEA-ESP. The Board agrees to treat, and the MEA-ESP agrees to represent, all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

The Board agrees to recognize continuous dues deductions from employees. Dues will be deducted from the biweekly salary of members of the MEA-ESP who so designate in writing (during the first three weeks of each school year, or during the first two weeks of the calendar year) to be transmitted to the Association. The Association agrees to indemnify, defend, and hold the Board harmless from any claim or suit of any nature arising out of or in connection with any deduction pursuant to this Article.

## **ARTICLE III—ACCESS TO PREMISES**

Whenever any employee is mutually scheduled by the Board and MEA-ESP to participate during working hours in negotiating grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.

Upon prior approval of the Superintendent or the principal of the building concerned, representatives of the Association shall have access to District buildings or facilities to participate in meetings between the representatives of the Association and members of the bargaining unit, provided, however, that there is no interference with or interruption of District work or operations and that any use of District buildings or facilities shall be in full compliance with all District policies relating thereto.

## **ARTICLE IV—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 involving conditions or terms of this contract. 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 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 at the request of the employee.

## **B. Definitions**

1. A "grievance" shall mean a complaint by an employee or the Association, (1) that there has been to him/her a violation or an inequitable application of any of the provisions of this contract or, (2) that he/she has been treated inequitably by reason of any act or condition which is contrary to established Board policy or practice governing or affecting employees except that the term "grievance" shall not apply to any matter as to which the Board is without authority to act.
2. An "aggrieved person" is the person or persons or the Association making the claim.
3. A "party of interest" is the person or persons or the Association making the claim or 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, or weekdays Monday through Friday during summer recess excluding legal holidays.

## **C. Time Limits**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Time is of the essence in the filing and processing of all grievances under this Article. Failure on part of a grievant to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance shall constitute a waiver of any grievance and shall be a complete bar to arbitration. Failure on the part of the administrator, supervisor, or Board to strictly adhere to all further time requirements in the processing of a grievance shall cause the grievance to be decided in favor of the grievant or the Association and shall be a complete bar to arbitration.

#### **D. Informal Procedure**

1. If an employee or the MEA-ESP feels that there may be a grievance, the grievance shall first be discussed with the principal or other appropriate administrator in an effort to resolve the problem informally.
2. If the employee or the MEA-ESP is not satisfied with such disposition of the matter, he/she shall have the right to have the MEA-ESP Representative within his/her area assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator.

#### **E. Formal Procedure**

##### **1. Level One—School Principal or Immediate Supervisor**

- A. If any aggrieved person is not satisfied with the outcome of the informal procedure, he/she shall inform the supervisor in writing of his/her dissatisfaction. The principal or immediate supervisor shall initial and date the submitted written dissatisfaction which acknowledges the informal procedure has ended. The grievant shall then present his/her claim within twenty (20) days as a formal grievance, in writing, to his/her principal or immediate supervisor.
- B. Every employee has the right to go directly to the formal procedure as the initial step.
- C. The principal shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved with a copy to the President of the MEA-ESP.

##### **2. Level Two—Superintendent of Schools**

- A. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after the decision, file his/her written grievance with the MEA-ESP for referral to the Superintendent of Schools.
- B. The MEA-ESP shall, within five (5) days after receipt, refer the grievance to the Superintendent.
- C. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the grievant and representatives of the MEA-ESP for the purpose of resolving the grievance. A record agreeable to both parties shall be kept by the Superintendent and made available to any party of interest upon written request.
- D. The Superintendent, within five (5) days after the meeting shall render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the MEA-ESP.

##### **3. Level Three—Board of Directors**

- A. If the aggrieved is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within five (5) days after the decision, file a grievance again with the MEA-ESP.
- B. The MEA-ESP shall, within five (5) days after receipt, refer the grievance to the Board of Directors.
- C. The Board of Directors shall, within twelve (12) days after receipt of the grievance, meet with the aggrieved and with representatives of the MEA-ESP for the purposes of resolving the grievance.

- D. The Board shall, within five (5) days after such meeting, render its decision and the reasons thereof in writing to the aggrieved with a copy to the MEA-ESP.

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

- A. If the MEA-ESP is not satisfied with the disposition of the grievance at Level Three, they may within five (5) days after the decision, request in writing to the President of the Association that the 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. If the parties are unable to agree upon an arbitrator within five (5) days, the parties shall immediately contact the American Arbitration Association to select an arbitrator.
- D. 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 hearings with the aggrieved and other parties of interest as he/she shall deem requisite.
- E. The arbitrator shall, within thirty (30) days after his/her selection, render his/her decision in writing to all parties of interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates and/or modifies the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be 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.

#### **F. Rights of Employees to Representation**

- 1. No reprisals of any kind shall be taken by either party or by any member of the administration against any and all parties of interest in the grievance procedure by reasons of such participation.
- 2. Any party of interest may be represented at any level of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any employee organization other than the Association. When an employee is not represented by the Association, the Association shall be provided a copy of the grievance from the administrator, supervisor, or Board prior to any action and receive a report of the grievance outcome.

#### **G. Miscellaneous**

- 1. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

2. A form for filing and processing a grievance shall be prepared by the Superintendent, with the approval of the MEA-ESP. This form will be made available through the MEA-ESP Building Representative and the MEA-ESP so as to facilitate operation of the grievance procedure.

#### **ARTICLE V—EMPLOYEES RIGHTS**

- A. No employee shall be disciplined, reprimanded, (constructive criticism excepted), reduced in rank or compensation, deprived of any professional advantage, or discharged without just cause. Each employee shall be met with, and given an opportunity to defend or deny any alleged misconduct prior to any permanent action taken by the District. A copy of any such action shall be given in writing within two (2) days to the employee(s) involved. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth before such action shall become final.
- B. Whenever any employee is required to appear before the Superintendent or Board for a formal disciplinary meeting concerning any matter wherein such agents contemplate that such matter may adversely affect the continuation of that employee in his office, position, or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of an employee pending charges shall be with pay.

#### **ARTICLE VI—ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to make available to the MEA-ESP secretary in response to written requests, annual financial reports, audits, registers of certified personnel, agenda and minutes of all regular and special Board meetings, census data, and approved budget proposals.
- B. The MEA-ESP shall have the right to use a bulletin board(s) in each faculty room to post official business provided that this shall not interfere with or interrupt normal school operations as perceived by the principal.
- C. The rights and privileges of the MEA-ESP and its representatives as set forth in this Agreement shall be granted only to the MEA-ESP as the exclusive representative of the employees and to no other organizations.
- D. Any cost incurred by the District deemed excessive by the parties to this contract shall be borne by the Association.
- E. Notwithstanding any other provision of this Agreement, the MEA-ESP shall be entitled to five (5) days of leave with pay each year. MEA-ESP will bear the cost of a substitute based on the per diem rates of this contract by job classification. The President of the Association or the President's designee shall grant employee(s) a day(s) from the MEA-ESP's entitlement for MEA-ESP business. Whenever possible, the President of the Association or the President's designee shall inform the Superintendent no later than three days preceding the day of the employee absence indicating the name(s) of the employee(s) who will be absent and the day(s) of the absence. Leave of absence under this section shall be used for MEA-ESP activities.

**ARTICLE VII—PROBATIONARY PERIOD**

All new employees shall be on probationary status until after one full academic year of continuous employment. When initially employed by the District, staff will receive a written confirmation of employment, a job description and a date when employment begins.

**ARTICLE VIII—WORK WEEK AND WORK YEAR**

- A. Full-time Employees-Full-time employees are defined as those employees regularly scheduled to work at least a 35-hour week.
- B. Part-time Employees-Part-time employees are defined as those employees regularly scheduled to work less than a 35-hour week.
- C. Overtime-All hours actually worked in excess of 40 hours in a work week shall be paid at one and one-half times the employee's regular hourly rate.
- D. Additional Work Time-Support personnel that do not normally work during the summer recess or other times, shall be given the opportunity to work within or outside their classification, on a voluntary basis, when work is available at no less than their regular rate of pay.
- E. Work Day-The work day shall be determined by job classification and job description as listed in the following work schedule.
- F. Work Schedule

<b>POSITION</b>	<b>FULL-TIME</b>	<b>PART-TIME</b>	<b>DAYS/WEEK</b>
Ed Tech I	7 Hours/Day	3.5 to 6 Hours/Day	180/181/181
Ed Tech II	7 Hours/Day	3.5 to 6 Hours/Day	180/181/181
Ed Tech III	7 Hours/Day	3.5 to 6 Hours/Day	180/181/181
Ed Tech III Library/Media	8 Hours/Day	3.5 to 6 Hours/Day	190/191/191
Admin. Ass't./Guidance	8 Hours/Day	2 to 6 Hours/Day	200/201/201
Admin. Ass't./K-5	8 Hours/Day	3.5 to 6 Hours/Day	200/201/201
Admin. Ass't./THMS	8 Hours/Day	3.5 to 6 Hours/Day	200/201/201
Admin. Ass't./THMS	8 Hours/Day	3.5 to 6 Hours/Day	210/211/211
Admin. Ass't./BAHS	8 Hours/Day	3.5 to 6 Hours/Day	240/241/241
Admin. Ass't./BAHS	8 Hours/Day	3.5 to 6 Hours/Day	200/201/201
Secretary	7 Hours/Day	3.5 to 6 Hours/Day	180/181/181
Substitute Caller		Up to 2 Hours/Day	175/175/175
Bus Aides		2 to 4 Hours/Day	175/175/175
Computer Maintenance	7.5 Hours/Day	3.5 to 6 Hours/Day	230/231/231

Length of work year and/or work day for Federally-funded ESP staff are subject to Federal/State funding.

The work schedule above, for staff listed as working a number of days per year, does not include paid vacation days and holidays, listed under Article XI, and Appendix A. Staff working according to a number of weeks, include holidays listed under Appendix A, but not the vacation days as listed under Article XI.

Additional hours and/or days, at the negotiated rate of pay included in this contract, may be added by the District for inservice programs, parent/teacher meetings, or other school needs. Additional work, above the contract guidelines, must be approved in advance by the Superintendent of Schools.

The District will notify ESP staff, at least thirty (30) days in advance, of any planned additional staff inservice days.

- G. Employees who are scheduled to work more than one hundred seventy-four (174) days will be paid their regularly scheduled hours, when there is a District-wide delay for the opening of school in the morning, or early closing of school. Staff who are scheduled as 48-week employees, shall be paid on storm days for their normal work day if they report to work as soon as road conditions allow, and work at least half their normally scheduled hours.
- H. If an emergency arises in the District, or in a single school, affected employees shall be paid their normal work hours or will be given the opportunity to work the lost time at the end of their scheduled work days/hours.
- I. In the event school is dismissed early in the District, and the day is not required to be made up, all employees shall be paid for their normal work hours for that day, provided they have worked half their normally scheduled hours. Employees whose scheduled work hours start after school has been dismissed early shall be given the opportunity to make up the lost hours.

### **ARTICLE IX - REDUCTION IN FORCE**

- A. In the event that it becomes necessary for the Board to lay off employees for any reason, the employees shall be laid off within the affected impact area, according to seniority, and the educational/certification requirements deemed necessary, for a specific position, as defined by the Board of Directors.

Employees with similar beginning employment dates will be subject to R.I.F. according to the following until the impasse is settled:

1. date of beginning employment with the District
2. date of hire by the District (when the Superintendent's offer of employment is accepted)
3. academic preparation/training/experience.

The least senior employee(s) in an impact area may be retained and the next least senior employee(s) laid off when the employees remaining in an impact area are not qualified on the basis of current academic preparation/ training/experience to provide the services to be retained in the impact area.

- B. All affected employees shall receive a (30) thirty calendar day advance notice of layoff or thirty (30) days severance pay at their per diem rate. The Superintendent shall meet with the affected

employee prior to the actual occurrence of the layoff and shall provide a full explanation of how these criteria were used to determine the choice of employees to be laid off.

- C. In the event the layoff falls within the scheduled work year of the employee, the employee shall be entitled to not more than three (3) days of leave with pay from personal leave for the purpose of seeking alternative employment. In the event the employee has no remaining personal days, the employee shall be given up to one additional day of paid leave for this purpose.
- D. Employees shall have the right to recall from layoff, in the inverse order in which the layoff occurred, for twenty-four (24) months following such layoff and shall suffer no loss of seniority, years of service, and sick leave accrued prior to the layoff, and will be considered for a position in accordance with Article IX, Section A, as an in-house candidate.

Employees who wish to be considered for such a vacancy shall inform the Superintendent, within ten (10) days of the position posting, of their interest in the position(s). An employee eligible for recall consideration shall retain the right to re-employment in any position within the impact areas for which the employee is qualified by certification, experience, training, and interest, prior to the employment of new hires. When more than one employee is eligible for recall consideration, and they are equally qualified for the position, the recall shall occur in order of seniority. If the employee is offered re-employment in accordance with these terms and refuses, the employee shall forfeit further eligibility for recall consideration.

The Superintendent shall mail to the Association and to each employee who is eligible for recall consideration, a list of all existing and anticipated employment vacancies as soon as each opening is known. It shall be the responsibility of the employee to keep the Superintendent notified of the employee's current mailing address.

- E. Seniority List-A seniority list shall be made available to the Association within thirty (30) days of the beginning of the school year. Objections to the seniority list shall be made by the affected employee or the Association. Seniority is based on continuous employment in MSAD #34.

All staff shall be listed in the impact area reflecting their current assignment, in descending order of seniority. The following impact areas will be used:

1. Educational Technicians
2. Bus Aides
3. Substitute Caller
4. Administrative Assistants
5. Secretary
6. Computer Maintenance

Employees whose assignment is in more than one impact area will be listed in all impact areas in which they are currently assigned.

- F. Job Posting-When job vacancies or new positions occur within the District, all jobs will be posted for in-house candidates for a period of ten (10) days in every school. Vacancies which occur during recess times will be communicated to the MEA-ESP President, who will notify all support personnel. Qualified applicants, currently employed by the District, applying for any posted vacancy will be provided an interview and given consideration for hire.

## **ARTICLE X—ASSIGNMENTS AND TRANSFERS**

1. Job Assignments—Employees shall be notified in writing of their assignments by the last payroll in June or as promptly as possible after their assignments have been determined. Employees shall be notified of any change in assignment by August 14.
  - A. Each employee shall be provided with a current written job description which describes his/her job responsibilities. The Association shall be provided with a copy of all current job descriptions of employees in the bargaining unit.
  - B.
    1. When an employee works in a higher job classification than his/her current classification on an ongoing basis, he/she shall be reclassified and paid at the rate of the higher classification effective as of the first day of work at the higher classification.
    2. When there is no substitute available and an educational technician is asked to substitute for a teacher, he/she shall be paid at his/her regular hourly rate plus three dollars per hour, effective as of the first day of work in the position.
  - C. Where an employee is assigned work by two or more persons, it shall be the responsibility of the employee's appropriate supervisor to resolve conflicts in work assignments which arise.
2. Rehire of Employee—In the event that an employee should terminate their employment with MSAD #34 and return to a position at a later date, that employee will return under the following conditions:
  - A. The employee will be added to the Seniority List as of the date of rehire.
  - B. The employee will retain years of service toward salary and benefits.

## **XI—BENEFITS**

1. Benefit Entitlement—An ESP member may include domestic partner coverage by payroll deduction of the difference between the District's share of the cost for a single plan and the total premium cost of the selected plan. Full-time employees shall be entitled to all benefits provided in this contract as per job classification. Part-time employees regularly scheduled to work shall be entitled to all benefits on a prorated basis. Part-time employees will be eligible for the same number of leave days as full-time employees. However, part-time employees will receive their pay on a prorated basis, i.e., they will receive pay as if they had worked their normal hours (vacation, sick, personal).
2.
  - A. Health Insurance—The District will pay the employee's medical insurance, throughout the contract year, in the health insurance program selected by the Board, as follows:

Insurance:	2007-2008		2008-2009		2009-2010	
	Employer	Employee	Employer	Employee	Employer	Employee
<b>Standard Plan</b>						
Single	80%	20%	78%	22%	75%	25%
Adult / Child (Children)	80%	20%	78%	22%	75%	25%
2 Adults	80%	20%	78%	22%	75%	25%
Family	80%	20%	78%	22%	75%	25%
<b>Choice Plus Plan</b>	<b>Employer</b>	<b>Employee</b>	<b>Employer</b>	<b>Employee</b>	<b>Employer</b>	<b>Employee</b>
Single	93%	7%	90%	10%	85%	15%
Adult / Child (Children)	93%	7%	90%	10%	85%	15%
2 Adults	93%	7%	90%	10%	85%	15%
Family	93%	7%	90%	10%	85%	15%

- B. A deduction will be taken out of the second paycheck in May to cover the July health insurance payment. A similar deduction will be taken from the second paycheck in June to cover the August health insurance payment. These payments will be figured according to the appropriate percentage due from the employee per the comprehensive contract.
- C. The Board and the Association agree to bargain any change in carrier.
- D. Retirement Plan-Staff presently covered by the Maine State Retirement System will be allowed to continue their participation. New employees will be covered by Social Security, unless they qualify for the Maine State Retirement System Teacher Retirement Program.
- 3.
- A. Sick Leave-Employees shall be entitled to fifteen (15) paid sick leave days, accruable to a maximum of one hundred eighty (180) days. These days shall be awarded on the first day of each school year.
- B. Use of Sick Leave: Sick leave may be used in the following cases:
1. Personal illness or physical incapacity of such a degree as to render the employee unable to perform the work of the assigned position or other work in the department; or
  2. Medical appointment, which can only be scheduled during the work day.
  3. Sickness and/or death in the immediate family
  4. Absences for a fraction of a day that are chargeable to sick leave are charged proportionately in an amount not smaller than one (1) hour.
- C. Misuse of Sick Leave: An employee's misuse of sick leave may be grounds for disciplinary action and if not corrected, may be grounds for dismissal.
- D.
1. Upon retirement after twenty (20) years of service with MSAD #34, the employee shall be paid up to thirty (30) days of accumulated sick leave at the per diem rate of the final year's salary.
  2. If the payment does not exhaust the employee's accumulated sick leave days, the

remaining accumulated sick leave days shall be credited as membership service up to the maximum permitted by law.

E. The Association will establish an ESP sick leave bank by voluntary contribution of one (1) day per staff per year from regular accumulated sick leave days. Upon application by contributing members, up to sixty (60) days may be withdrawn from the bank for personal illness or disability upon exhausting personal sick leave. Unused days shall be accumulated from year to year. The maximum days that may be accumulated at a time is four hundred (400) days. A copy of the guidelines for administering the sick leave bank shall be delivered to the Superintendent by the Association before September 1<sup>st</sup> of each school year.

4. Workers' Compensation—Any employee receiving payments under the Workers' Compensation Act shall be eligible for sick leave compensation only in such amount as will equal his/her regular compensation when added to Workers' Compensation benefits. Sick leave pay shall be prorated and drawn against the employee's annual and accumulated sick leave, and shall terminate upon the exhaustion of such leave.

5. Leaves—ESP personnel shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

A. Three (3) days of leave of absence for legal, business, household, or family matters which require absence during school hours. The request for leave shall be made to the principal or other immediate supervisor at least three (3) days before taking such leave except in the case of emergencies. Leave taken under this section shall not be used for recreational purposes. Other leaves of absence with pay, not deducted from sick leave, including absence caused by the bona fide observance of designated holidays in the church of their faith, or without pay, may be granted by the Superintendent or the Board for good reason and consistent with law.

B. Staff who are called to jury duty shall receive their regular rate of pay; however, any amount of money received as a result of jury duty on a work day, except for expenses, shall be returned to the District.

6. Vacation—Employees are entitled to vacation according to job classification as follows:

<u>Position</u>	<u>Length of District Service</u>	<u>Vacation Days</u>
Administrative Assistant	1 Year	5 Days
	5 Years	10 Days
	10 Years	15 Days
	20 Years	20 Days
=====		
Educational Tech I, II, III	5 Years	5 Days
	10 Years	7 Days
Secretary	15 Years	15 Days

7. Professional Development—

- A. When requested by his/her principal or director to attend a work-related course/workshop, employees will be reimbursed for registration and course costs upon submission of evidence of satisfactory completion.
  - B. In any three-year period, each employee shall be reimbursed upon presentation of receipts for an amount equal to the current University of Maine (Orono) undergraduate credit rate for a maximum of nine (9) credit hours over the three-year period. This amount may be applied toward the costs of tuition, books and University fees. In addition to this reimbursement, they shall also be reimbursed for any required lab fees.
  - C. All courses shall be job related and must be approved by the Superintendent or designee prior to enrollment. A grade of B or better must be earned in order to show successful completion, however, when a course is offered only in a pass/fail or successful completion format, a grade of "pass" or "successful completion" shall be honored for reimbursement purposes.
8. Bonding—All support personnel whose duty it is to handle monies for the District shall be bonded by the school district.
9. Holidays—Employees will be paid for holidays as shown in Appendix A.
10. Mileage Reimbursement—All MEA-ESP personnel who are required by their job to travel for the District will be reimbursed for mileage at the IRS rate, effective on the date the contract is ratified.

## **ARTICLE XII—SEVERABILITY**

In the event that any provision herein is found by any court of competent jurisdiction to be invalid, all other valid provisions shall remain in effect.

## **ARTICLE XIII—WAGES--DEDUCTIONS FROM WAGES**

- A. Wages. Wages as set forth in Appendix B shall be paid in biweekly installments.
- B. Upon receipt of authorization from any employee, the Board will provide payroll deductions for Association dues and programs, defined further in this article. Such notification of authorization will be submitted within a reasonable period following employment to comply with the requirements pertaining to a payroll installment payment. The Board agrees to deduct the authorized amount in equal paycheck installments and to forward the amount withheld to the treasurer of the Local Association following each payroll that dues deductions are withheld.
- C. The Association shall certify to the Board, in writing, the current rate of local, state, and national dues. In the event any association changes the rate of its membership dues, the local association shall give the Board and its membership written notice prior to the effective date of such change.
- D. Authorization to deduct such dues and program amounts shall continue in effect unless revoked by the employee in writing to the Association and the Superintendent by September 15 of any school year.
- E. The MEA/ESP shall be promptly notified within ten (10) working days in writing of any newly-hired employees belonging to the classifications of this bargaining unit. Association dues deduction

authorization will be made by use of a mutually-agreed upon form, and the employee agrees, in the event of separation before the end of the membership year, to pay all dues.

#### **ARTICLE XIV—CO-CURRICULAR ACTIVITIES**

ESP personnel involved in co-curricular activities within MSAD #34 will be paid at no less than those rates agreed upon in the contract between the Board and the MSAD #34 Education Association, and that such compensation shall comply with the "Fair Labor Standards."

#### **ARTICLE XV—PERSONNEL FILE**

- A. Upon one (1) business day's request, employees shall have the right to review his/her own personnel file in the presence of the file's custodian. Copies may be taken at the employee's expense.
- B. An employee shall have an opportunity to review and rebut any material derogatory to the employee's conduct, service, character, or personality before it is placed in the employee's personnel file. All material entered in the personnel file shall be dated when it enters the file. Except in cases of incapacitation, within five (5) days of receipt of such material by the employee, the employee shall sign a copy acknowledging that the employee has read the material. Such signature in no way indicates agreement with the contents thereof. The employee shall also have an opportunity to rebut such material and have the employee's answer attached to the complaint within the same five (5) days required for the employee's signature.
- C. There shall be only one (1) official personnel file which shall be maintained by the Superintendent's Office and which shall contain only information permitted by law.

#### **ARTICLE XVI—VANDALISM-LOSS-THEFT**

To be reimbursed for damage, loss or theft of personal property incurred while performing their duties as employees of the District, staff need to make a written request to the Superintendent within fourteen (14) days of the loss. The reimbursement will be considered by the Board of Directors' Finance Committee.

Staff members using their personal property; i.e., equipment, in the classroom or school, must notify the building administrator whenever the value of such property exceeds Two Hundred Dollars (\$200).

#### **ARTICLE XVII - REQUIRED TRAINING**

The District shall provide training for employees who may be required to administer medication, perform medical procedures, or assist with toileting, and employees shall participate in such training. After the 2003-04 school year, all educational support staff (including Ed Techs and Bus Aides) shall receive MHP training provided by and paid for by the District within 90 days of hire. Current employees and new hires will be paid per diem if said training is provided at times outside of regular school hours.

**ARTICLE XVIII—TERM OF AGREEMENT**

The term of this Agreement shall be from July 1, 2007 to June 30, 2010, at which time all rights arising hereunder shall expire.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_ 2007.

**MSAD #34 EDUCATION ASSOCIATION**

**MSAD #34 BOARD OF DIRECTORS**

MEA-ESP President

Chairperson, Board of Directors

Superintendent of Schools

**APPENDIX A  
HOLIDAY SCHEDULE**

Labor Day	Christmas Day & Day After Christmas
Columbus Day	New Year's Day
Veteran's Day	Martin Luther King Jr. Day
Thanksgiving Day & Day after Thanksgiving	Memorial Day
Patriots Day*	Fourth of July**
Presidents Day*	

\* Paid holiday for 48-week employee who work the day before and after the holiday.

\*\*Paid holiday for employees, who, because of extenuating circumstances, work before and after the holiday

**APPENDIX B**

**SALARY SCHEDULE: 2007-08**

*Salary schedule placement to be determined by previous relevant experience.*

POSITION	1ST YR	<u>2007</u>	<u>2008</u>		
		2-5 YRS	6-9 YRS	10-12 YRS	13+ YRS
Ed Tech I	\$11.52	\$12.64	\$13.57	\$14.52	\$15.68
Bus Aide	\$11.52	\$12.64	\$13.57	\$14.52	\$15.68
Secretary	\$11.52	\$12.64	\$13.57	\$14.52	\$15.68
Ed Tech II	\$12.46	\$13.70	\$14.73	\$15.67	\$16.85
Administrative Assistant	\$13.50	\$14.75	\$16.36	\$17.32	\$18.48
Library / Media Ed Tech III	\$13.50	\$14.75	\$16.36	\$17.32	\$18.48
Ed Tech III	\$14.46	\$15.86	\$16.78	\$18.63	\$18.83
Computer Maintenance	\$13.74	\$14.75	\$16.00	\$16.96	\$18.12
Sub-Caller	\$10.36	\$11.36	\$12.20	\$13.08	\$14.19

POSITION	1ST YR	<u>2008</u>	<u>2009</u>		
		2-5 YRS	6-9 YRS	10-12 YRS	13+ YRS
Ed Tech I	\$11.90	\$13.05	\$14.01	\$14.99	\$16.19
Bus Aide	\$11.89	\$13.05	\$14.01	\$14.99	\$16.19
Secretary	\$11.89	\$13.05	\$14.01	\$14.99	\$16.19
Ed Tech II	\$12.86	\$14.14	\$15.21	\$16.18	\$17.40
Administrative Assistant	\$13.94	\$15.23	\$16.89	\$17.88	\$19.08
Library / Media Ed Tech III	\$13.94	\$15.23	\$16.89	\$17.88	\$19.08
Ed Tech III	\$14.93	\$16.38	\$17.32	\$19.23	\$19.45
Computer Maintenance	\$14.19	\$15.23	\$16.52	\$17.51	\$18.71
Sub-Caller	\$10.70	\$11.73	\$12.60	\$13.51	\$14.65

2009                      2010

<b>POSITION</b>	<b>1ST YR</b>	<b>2-5 YRS</b>	<b>6-9 YRS</b>	<b>10-12 YRS</b>	<b>13+ YRS</b>
Ed Tech I	\$12.28	\$13.47	\$14.47	\$15.48	\$16.72
Bus Aide	\$12.28	\$13.47	\$14.47	\$15.48	\$16.72
Secretary	\$12.28	\$13.47	\$14.47	\$15.48	\$16.72
Ed Tech II	\$13.28	\$14.60	\$15.70	\$16.71	\$17.96
Administrative Assistant	\$14.39	\$15.72	\$17.44	\$18.46	\$19.70
Library / Media Ed Tech III	\$14.39	\$15.72	\$17.44	\$18.46	\$19.70
Ed Tech III	\$15.41	\$16.91	\$17.88	\$19.86	\$20.08
Computer Maintenance	\$14.65	\$15.72	\$17.06	\$18.08	\$19.32
Sub-Caller	\$11.04	\$12.11	\$13.01	\$13.95	\$15.12