

AGREEMENT
between the
SHEEPSCOT VALLEY REGIONAL SCHOOL UNIT 12 (RSU 12)
and the
SHEEPSCOT VALLEY EDUCATION ASSOCIATION
EDUCATIONAL SUPPORT PROFESSIONALS UNIT

September 1, 2020 to August 31, 2021

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ARTICLE 1 - RECOGNITION

The Sheepscot Valley Regional School Unit 12 Board of Directors, hereinafter referred to as the "Board," recognizes the Sheepscot Valley Education Association, hereinafter referred to as the "Association," as the exclusive bargaining agent for all hourly paid employees including Administrative Assistants/Secretaries, Educational Technician I, Educational Technician II, Educational Technician III, Technology Technician, Library Media Technician, Nursing Assistant (now referred to as Health Technician), Bus Drivers, Head Bus Drivers, Van Drivers, Mechanics, Custodians, Head Custodians, Maintenance, Head Cooks, Bakers, Kitchen Aides and Food Service Workers, now referred to as Cooks. Employee exclusions from the bargaining unit shall be in accordance with the Municipal Public Employee Labor Relations Law, Title 26, Section 961-974.

ARTICLE 2 - MANAGEMENT RIGHTS

Except as explicitly limited by a specific written provision of this Agreement, the Board shall have all rights, functions, powers, duties or authority available to it under law, rule, regulation, ordinance, policy or custom.

ARTICLE 3 - EMPLOYEE RIGHTS

- A. Employees shall serve a probationary period of one calendar year beginning their first workday.
- B. In matters regarding discipline, discharge/dismissal or demotion, any non-probationary employee shall have the right to just cause.
- C. In disciplinary matters when an employee is asked to meet with the Superintendent or the Board, the employee shall receive prior written notice of the reason for the meeting and shall have the right to have an Association representative present for counsel and representation during the meeting.
- D. The Superintendent may place an employee on administrative leave pending an investigation of charges. Administrative leave shall be with pay and benefits until such charges are substantiated and disciplinary action taken.
- E. A grievance regarding the discharge, demotion or suspension of an employee may be initiated at Level Two of the Grievance Procedure.
- F. Complaints that warrant investigation regarding an employee's performance made by any member of the administration and/or Board, by any parent, student or other

person shall be promptly called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented at any meeting(s) or conference(s) regarding such complaint. The employee shall be given the identity of any individual making the aforementioned complaint. If a complaint does not warrant disciplinary action, no record of the complaint shall be placed in the employee's personnel file.

ARTICLE 4 - ASSOCIATION RIGHTS

A. Use of Facilities

The Association shall be permitted to use school facilities and equipment subject to the same regulations and charges as govern other community organizations using such facilities and equipment. Said use shall require the approval of the building principal.

B. Access to Members

Duly authorized representatives of the Association shall be permitted to transact official business on school property at all reasonable times provided that this is consistent with and does not interfere with the operations of the school, scheduled meetings or assigned duties of employees. No Association business shall be transacted by employees while on duty.

C. Communication

Provided that this does not interfere with the operations of the school, scheduled meetings or assigned duties of employees, the Association shall have the right:

1. To post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building/work site in areas designed for employee use, such as employees' lounges and workrooms.
2. To use the district mail service, employee mailboxes, and electronic mail for communications to members consistent with the Board's internet policy.

ARTICLE 5 - NONDISCRIMINATION

The Board and the Association agree that they will not discriminate against employees on the basis of race, creed, color, gender, sexual orientation, physical or mental disability, Association activity, marital status, age, national origin, or any other characteristic protected by law or rule.

ARTICLE 6 - HEALTH AND SAFETY

The Board shall comply with applicable provisions of federal, state, and local laws with respect to employment safety and health insofar as they pertain to the working conditions of employees.

An employee shall notify the district of any working conditions, which he/she in good faith believes are unsafe or hazardous to health.

Each bus driver shall comply with the State of Maine physical examination requirements for school bus drivers. RSU 12 will reimburse bus driver physical co-pay up to \$130 or will direct pay the approved RSU 12 medical facility for a bus driver physical. A letter and the state physical form will be sent out with the Reasonable Assurance Notification.

The Board shall provide safety equipment required by the Occupational Safety and Health Act, including personal protection equipment. The Board will provide \$75 for part-time and \$150 a year for full time custodians towards clothing and footwear for custodians.

ARTICLE 7 - ADMINISTRATION OF MEDICATIONS

- A. No employee shall be required to administer or dispense drugs, either prescription or non-prescription, to a student, or perform any medical procedure upon a student in a manner that violates state statute or Board policy.
- B. Employees who administer or dispense medication shall receive a written procedure from a certified medical professional and appropriate training before assisting students' medical needs.
- C. The Board shall hold harmless each employee who administers medication or performs health procedures against any claims within the course or scope of employment under this Article to the extent of the Board's liability insurance policy or amounts established by the Maine Tort Claims Act, whichever is greater.

ARTICLE 8 - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems, which from time to time may arise affecting the welfare or terms and conditions or employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be considered as limiting the right of any employees having a grievance to discuss the matter informally with the immediate supervisor and/or Superintendent of Schools.

B. Definitions

1. A "grievance" shall mean a complaint by an employee covered under this agreement, or the Association (1) that there has been to him/her a violation or 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. "Days" shall mean working school days except that, following the last student attendance day of any school year, they shall mean weekdays, Monday through Friday, exclusive of legal holidays.
3. An "aggrieved party" is the employee making the claim, or the Association representing said employee(s).
4. A "party in interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

C. Informal Procedure

If an employee feels that he/she may have a grievance, the matter must first be discussed with the employee's principal or other appropriate administrator in an effort to resolve the problem informally. A maximum of twenty (20) days may be used in an attempt to settle the matter informally.

D. Time Limits

1. A grievance shall be deemed waived unless it is submitted in writing within twenty (20) days after the aggrieved party knew of or should have known of the events or conditions on which it is based.
2. Time is of the essence in the filing and processing of all grievances under this Article and must be adhered to by both the Board and the Association. If the

Association fails to meet appropriate time limits, the grievance shall be considered withdrawn. Failure by the School Board or its agent to respond in a timely manner, at any level of this procedure shall mean acceptance of the grievance.

3. Time limits may be waived by written mutual consent of the parties.

E. Formal Procedure

1. Level One - School Principal/Supervisor

If an aggrieved person is not satisfied with the outcome of the informal procedure, he/she may present his/her claim as a formal grievance in writing to his/her principal or other appropriate administrator if he/she is not responsible to a principal. The principal shall, within ten (10) days, meet with the aggrieved party. Within five (5) days after the meeting, the principal shall render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association.

2. Level Two - Superintendent of Schools

If the aggrieved person is not satisfied with the resolution at Level One or if no answer is received, he/she may within seven (7) days from the date of answer from Level One was due file his/her written grievance with the Association and Superintendent of Schools.

The Superintendent shall, within ten (10) days of receipt of the written grievance, meet with the aggrieved party and/or with representatives of the Association for the purpose of resolving the grievance.

The Superintendent shall, within five (5) days after the meeting, render his/her decision and the reasons thereof in writing to the aggrieved person, with a copy to the Association.

3. Level Three - Board

If the aggrieved or the Association is not satisfied with the outcome of Level Two he/she may, within seven (7) days after receiving the written response at Level Two, request a meeting on the matter before the Board. The Board shall, within thirty (30) days after receiving the written request, schedule and hold a meeting. Within ten (10) days after said meeting, the Board shall render its decision in writing to the aggrieved.

4. Level Four – Arbitration

If the aggrieved person is not satisfied with the resolution of his/her grievance at Level Three, he/she may, within ten (10) days request in writing to the Sheepscot

Valley Education Association that his/her grievance be submitted to arbitration. If the Association deems the grievance is meritorious, it may submit the grievance to arbitration by so notifying the Superintendent of Schools within ten (10) days of receiving the request from the aggrieved party. A representative of the Association and of the Board shall meet within ten (10) days of the notification of the Association for the purpose of selecting an arbitrator. If the parties are unable to agree on the selection of an arbitrator, then the matter shall be referred to the American Arbitration Association for the selection of an arbitrator according to its procedures.

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 which gave rise to the dispute. The arbitrator shall be without power to make any decision which is contrary to law, interferes with the statutory duties of the Board, or violates the terms of this Agreement. The arbitrator's decision will be binding, subject to judicial review.

The cost of the services of the arbitrator will be born equally by the Board and Association.

F. Forms

A grievance form is attached and available electronically.

G. Meetings

All meetings under this procedure shall be conducted in private and shall only include such parties in interest and their designated or selected representatives, heretofore referred to in this Grievance Procedure.

H. Group Grievances

If the Association is representing more than one employee with different principals and/or supervisors, the Association may process the grievance beginning at Level Two.

ARTICLE 9 - WORK HOURS/WORK YEAR/WORK DAYS

A. Work Hours

The normal work week shall be five (5) days, Monday through Friday.

An employee's individual regular work hours will be determined by the employee's

yearly work agreement.

Employees will be paid their regularly scheduled hours, when there is a delay for the opening of their school in the morning or early closing of their school.

Employees who are required to work on storm days, shall be paid on storm days for their normal work day if they report to work as soon as road conditions allow, and in working the remainder of their work day, work at least half their normal hours, unless excused by their supervisor. Year-round employees who aren't involved in snow removal and can't make it to work due to road conditions, may use paid leave.

B. Work Year

FULL YEAR FULL-TIME	FULL YEAR PART-TIME	SCHOOL YEAR FULL-TIME	SCHOOL YEAR PART-TIME	BUS DRIVERS FULL-TIME
260 DAYS 35 HOURS/WEEK	260 DAYS <(LESS THAN) 35 HOURS/WEEK	175+ DAYS 30 HOURS/WEEK	175+ DAYS <(LESS THAN) 30 HOURS/WEEK	175+ DAYS SCHOOL YEAR 4 HOURS/DA Y

A bus driver shall be considered to work full-time if he/she works an AM and PM run daily or 20 hours per week.

C. Work Days

	Head Bus Drivers	Bus Driver s/ Van Driver s	Ed Tech s	Food Servi ce Mana ger	Food Servi ce Assi stant s	Scho ol Secre taries	Trans portat ion Admi n. Asst.	Librar y Media Tech	Tec hnol ogy Spe ciali sts
School Days	175	175	175	175	175	175	175	175	175
Holidays*	11	11	11	11	11	11	11	11	11
Workshops	2	2	3	3	2	1	5	3	5
Extra Days (Up to)	1	0	0	3	2	6	28	5	5
Total Days	189	188	189	192	190	193	219	194	196

In-district health and safety training will be made available.

Workshop opportunities will be communicated in a timely fashion.

D. Holidays

Employees shall be paid their regular work hours for the following holidays:

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Day
Presidents Day
Patriots Day
Memorial Day
Independence Day*

*School-year employees shall only get paid for Independence Day if they are scheduled to work the last work day before and the work day immediately after Independence Day.

E. Vacation

1. Full-year employees shall be eligible for the following vacation leaves:

- From zero to two (2) full years of employment: ten (10) days
- After ten (10) full years of employment: fifteen (15) days
- After twenty (20) full years of employment: twenty (20) days
- After twenty-five (25) full years of employment: twenty-five (25) days

There shall be no restriction upon when employees may utilize their vacation days, except no employee will be granted more than two consecutive weeks of vacation unless they receive prior approval from the Superintendent.

You can not use vacation days during your first six months of employment.

Upon separation or hiring, vacation time will be prorated.

2. New employees who are hired after July 1st and have been granted days which were unable to be used in the present fiscal year shall retain said days to be used during the next fiscal year.
3. There shall be no restrictions upon when employees may utilize their vacation days except for bona fide reasons as determined by the Superintendent or designee.

ARTICLE 10 - OVERTIME & EXTRA WORK ASSIGNMENTS

Overtime

Overtime shall be paid at a rate of time and one half after the employee has completed forty (40) hours worked within a work week or will be compensated as compensatory time at the rate of time and one half by mutual agreement of the employee and the supervisor. Paid sick leave, vacation leave, holiday leave, or other approved paid leaves shall not be constituted as time worked for purposes of computing overtime. No employee shall work overtime without prior approval.

Nothing in this Agreement shall prevent the Board from employing temporary employees to avoid overtime except that if an assignment would result in overtime for a temporary employee, overtime will be offered to permanent employees before being offered to temporary employees. An employee's regular hours may only be adjusted by mutual agreement to avoid overtime.

Call-back / Call-in

An employee called back to work shall be paid for a minimum of two (2) hours pay, or pay for the hours actually worked, whichever is greater, provided the call-back / call-in is not annexed to the employee's regular work hours, in which case he/she shall be paid for the additional hours worked.

Duty-Free Lunch

Employees working 6 hours or more per day shall have a 30-minute unpaid duty free lunch as part of the normal work day. Duty free lunch may be waived by the employee with approval from the employee's supervisor.

Employees who work a second shift of six hours or more will have a paid thirty (30) minute meal period as part of the normal work day for working the second shift. Second shift is work performed after 3 p.m.

Assignment of Daily Runs and Extra Curricular Trips

The assignment of daily runs shall be assigned to the driver who was assigned the daily run the previous year, unless the driver voluntarily gives up said run or the Operations Director determines there are reasonable circumstances for such reassignment. In the event that an extra daily run is eliminated or reduced thereafter, the weekly hours of the affected driver shall be reduced. However, that driver shall have first preference in the event that the daily run is reinstated or another daily run is added. A driver would not be eligible for an extra daily run, an extra run, or an extra-curricular trip if it interferes with their regular daily run. The Operations Director or designee shall distribute extra runs and extra-curricular trips in an equitable manner by school based on a rotating list by seniority. A driver will be guaranteed a two hour minimum in the morning and a two hour minimum in the afternoon. Any work beyond the two hour minimum will be paid at the hourly rate in 15 minute increments. During the two hours, drivers will be engaged in runs or other duties assigned by their supervisor..

Overnight Bus Parking

Buses shall be parked overnight at the school. A driver may request to park their bus at their home with the approval of the Transportation Director and the Superintendent. Such requests shall not be unreasonably denied. Buses shall only be used for assigned duties. Buses shall be fueled during the regular work week; exceptions may be approved by the Transportation Director and the Superintendent.

Head Bus Driver Responsibilities

Bus Drivers, who have been designated to perform head driver responsibilities, will be paid an extra \$1.50 an hour and an extra hour a day in addition to their bus driver hourly rate. Head driver responsibilities will be assigned to individual bus drivers by the principal, the Director of Operations, or designee on a yearly basis.

ARTICLE 11 - WAGES

- A. Each Educational Support Professional shall receive an individual pay sheet with his or her salary for each year, reflecting their place on the salary scale in each year of the contract and/or their compensation data in the spreadsheet titled ESP.SalaryBenefits.OptionA.Final, which is jointly held by the Association President and the RSU 12 Superintendent.
- B. Health Technicians shall be compensated as Ed Tech IIs, unless being paid higher for their other position. Health technicians shall be authorized as an Ed Tech II. Those currently not authorized as an Ed Tech II shall be grandfathered.

The 2020-2021 salary scale will adjust every step on the 2019-2020 scale currently below minimum wage to reflect \$12 per hour. Employees currently on staff will move to the next step, if that salary does not reflect a 2.75% increase over 2019-2020 salary the employee will receive a 2.75% increase, this increase will also be applied to those employees currently off-scale.

- C. Retroactive pay shall be made in a lump sum payment within two payroll periods of ratification.

Employees with at least fifteen years of service will receive \$250 annually as longevity pay. This payment will be paid the first payroll of December.”

ARTICLE 12 - INSURANCE

- A. The Board shall provide MEABT Choice Plus or equivalent coverage under the following conditions.

The Board agrees to pay ninety-five (95) percent of a single premium for MEABT Choice Plus or equivalent coverage. The employee shall pay the difference.

For dependent coverage, for full-year employees, the Board shall pay ninety-five (95) percent of a single premium and seventy-seven (77) percent of the additional dependent premium, and for school-year employees the Board will pay its single coverage contribution amount toward dependent coverage. Employees who take the Standard plan shall pay the difference between the Choice Plus and Standard plan.

- B. The Board shall provide Maine School Management Association (MSMA) Plan 1 or equivalent dental insurance under the following conditions. For single coverage, each employee who enrolls shall pay \$2 per month toward the premium and the Board shall pay the difference.
- C. Employees who opt out of health insurance coverage are eligible to have the Board pay up to one hundred (100) percent of the appropriate dental plan premium, up to Family dental insurance coverage. (Maine School Management Association (MSMA) Plan 1 or equivalent.)
- D. The employee shall pay through payroll deduction their share as stated above for the insurance coverage selected. All premium payments for the insurance benefits to be furnished pursuant to this Article shall be provided in a manner which qualifies under Section 125 of the Internal Revenue Code of 1986, as amended. The

employee's portion of the premium cost of the benefits provided for in this Article shall be paid by payroll deduction upon receipt of all required documentation on a salary reduction (pre-tax) basis.

ARTICLE 13 - PAYROLL AND PAYROLL DEDUCTIONS

- A. Employees shall be paid bi-weekly.
- B. School-year employees shall choose to have pay-averaged installments over twenty-one (21) or twenty-six (26) pay periods upon written notification to the Superintendent. Employees shall make their election by the start of the school year and may not change their election for the duration of the work year. Adjustments for additional hours beyond the employee's regular schedule or for loss of hours from the employee's regular schedule shall be made to the employee's wages within one pay period from the pay period in which the additional work or loss of work occurred.
- C. School-year employees choosing to be paid over twenty-six (26) pay periods may choose a lump sum payment of wages due over the course of the summer. The request for this lump sum payment shall be made by January 1. Said lump sum payment shall be made on the last payroll warrant of the fiscal year.
- D. Employees shall normally be paid through direct deposit. If an employee does not wish to be paid through direct deposit, he/she must notify the Superintendent in writing. Those employees choosing not to have direct deposit shall receive payroll checks at their individual schools.
- E. Employees shall normally be notified of their pay details through their school e-mail address. An employee may choose to have their pay detail delivered through school mail upon written request to the Superintendent.
- F. All new RSU 12 employees hired after March 31, 2011 shall be paid through direct deposit and have their pay details sent through their school e-mail address.
- G. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of the employee and make appropriate remittance for annuities, financial institutions, charitable donations and insurances. Such deductions may be terminated upon written notification to the Central Office by the employee.
- H. Third-party administrator fees shall be passed on to the employee whose election of a payroll deduction triggers such a fee.

ARTICLE 14 - DUES DEDUCTION

Upon annual receipt by the RSU 12 Central Office of the Association membership/dues deduction list signed by the authorized Association officer, the Board agrees to deduct and remit from an employee's salary, local, state and national education association membership dues. Dues shall be deducted in equal installments. If the list is received by September 15, deductions will begin with the first payroll in October.

The Association shall hold the Board harmless from any and all suits or court actions arising out of the enforcement of this Article.

ARTICLE 15 - MILEAGE REIMBURSEMENT

When an employee is required to use their own vehicle for school district business, the employee shall be reimbursed for mileage at the State of Maine rate effective annually on July 1.

Mileage for travel beyond the normal commute to the primary work site is reimbursable.

When the RSU provides transportation, no mileage compensation for the use of a personal vehicle will be provided, unless prior approval is granted by the immediate supervisor.

ARTICLE 16 - LEAVES

A. Sick and Personal Leave

1. Employees will receive one (1) day per month worked based on their regularly scheduled work year plus an additional two (2) days per year of paid leave, all which may be used as sick or personal leave time. Leave days will be awarded at the beginning of each contract year. If an employee who separates from employment during the year has used more paid leave than they would have accrued on a monthly basis, the employee shall pay back the time not yet accrued. Unused time at the end of the contract year will accumulate as sick leave days for self or family to a maximum of one hundred (100) days. Beginning the 14th year of service, those eligible for the state pension system may accumulate up to 120 days. If an employee has exhausted his/her annual leave for the year and not used three of the annual leave days for personal leave, he/she shall be entitled to use up to three (3) days of sick leave accumulation as personal leave time, if needed, so that the employee has no less than three days

total available as personal leave. Family is defined as spouse, domestic partner, parents, parent-in-law, grandparent, child, step-child, step-parent, grandchild and sibling. Leave time to care for other close relations of an employee may be granted at the discretion of the Superintendent.

2. Paid leave time may be used for illness, injury, medical and/or dental appointments of the employee or the employee's family, as defined above. Employees will make every effort to schedule appointments outside of the employee's scheduled workday.
3. If such absence exceeds five (5) consecutive working days the district may request a certificate from a medical doctor, certifying the employee is unable to work due to illness or injury. This request shall be at the district's expense.
4. Employees hired prior to September 1, 2011 who have accrued sick leave time beyond one hundred (100) days shall retain said days. These employees will not accrue additional days until such time as their total number of days drops below the maximum of one hundred (100) days. All time carried forward by an employee will be recognized as sick leave.
5. Personal leave time may be used for the conduct of legal, professional, or non-recreational personal business, which cannot be reasonably conducted outside of the normal work day. Employees shall request personal leave by filling out the leave request form approved by the Board and the Association. All personal leave requests require prior approval of the Superintendent. Such time must be requested at least twenty-four (24) hours prior to leave, except in cases of emergency. An explanation of purpose is required if requesting consecutive personal days or if the requested day(s) are attached to a holiday or a school vacation. Exceptions for extraordinary situations may be made on a case-by-case basis by the Superintendent. No request shall be unreasonably denied.
6. Attendance is a relevant factor in assessing employee performance. Therefore, the Superintendent/Administration has the discretion to require appropriate documentation whenever he/she suspects that sick leave is being used for other purposes, or whenever there appears to be a pattern of absences that he/she believes warrants further investigation. Examples of such patterns include, but are not necessarily limited to, consistent Monday and/or Friday absences or consistent absences on workshop days; absences just before or after vacation periods or holidays; and frequent, short, unscheduled absences without a documented medical reason.

Employees who consistently utilize all or most of their sick days within a year, although within the amounts permitted under the collective bargaining agreement, or use sick leave days in a manner suggesting misuse, shall be subject to corrective action.

B. Sick Leave Bank

The Board and Association agree to a sick leave bank for all eligible employees. The policies and procedures for the sick leave bank, as developed by the Association and reviewed by the Negotiations team, are attached as Appendix B. Five hundred (500) days shall be the maximum accumulation in the bank at any one time.

C. Leave Of Absence

Leaves of absence of less than 60 days with or without pay may be granted at the discretion of the Superintendent. Requests of more than 60 days must be approved by the Board.

D. Family Medical Leave

1. Family Medical Leave will be administered in accordance with all applicable laws (state and federal) and Board policy.
2. Employees may use accumulated sick leave for the purposes of leave allowed by the Family Medical Leave Act.
3. The employee ordinarily must provide thirty (30) days' advance notice when the leave is foreseeable.
4. The Board may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the Board's expense) and a fitness-for-duty report to return to work.

E. Bereavement Leave

1. Employees shall receive up to five (5) days of paid bereavement leave for each death occurring in the employee's family. Family shall include spouse or domestic partner, and their parent, step-parent, parent-in-law, grandparent, child, step-child, grandchild, sibling, aunt, uncle, brother-in-law, sister-in-law and others of close relation with approval of Superintendent.

F. Association Leave

1. The President of the Association or his/her designee may use up to three (3) days per year for Association business. Notice of leave will be given to the Superintendent and his/her approval will not be unreasonably denied. The Association will pay the cost of the substitute. If it is a year with SVEA member attendance at a National Conference, then up to two additional days will be available for a total of five (5) Association leave days.

G. Jury Duty

1. Any employee serving jury duty shall notify his/her supervisor as soon as possible. An employee actually serving on jury duty or as a subpoenaed witness to a court proceeding shall receive his/her regular salary/hourly pay during such leave.

H. Jury Duty

1. An employee serving jury duty or as a subpoenaed witness to a court proceeding shall turn over all court provided compensation, excluding mileage, to the RSU 12 Central Office in a timely manner.

I. Military Leave

1. An employee called to military duty in order to fulfill an obligation in the U.S. Armed Forces shall be granted a leave of absence without pay for the necessary time without loss of seniority.

J. Professional Leave

1. Employees are encouraged to discuss their professional training needs with their supervisor. Employees covered under this contract may be granted paid professional days by the principal/supervisor and subject to the review and approval of the Superintendent.
2. Upon prior written approval of the supervisor and the Superintendent, employees shall be allowed to attend conferences, workshops, and/or seminars without loss of pay.
3. Employees may be required to attend workshops or conferences that are related to their job responsibilities. In such instances, employees shall be compensated at their regular rate.
4. Employees shall be reimbursed for previously agreed upon expenses, which may include meals, lodgings, registration and travel, upon presentation of proper paperwork.
5. Travel shall be paid from the employee's home or building the employee normally works at, whichever is nearest to destination. Carpooling shall be practiced whenever possible and room reimbursement shall be for double whenever practical. Meals shall be reimbursed at the rate of \$6 Breakfast, \$8 Lunch, \$16 Dinner.

K. Workplace Injuries

1. On the date of injury, an employee may take administrative leave to go

directly to the district's medical provider and receive a medical evaluation. If the district's medical provider requires the employee to refrain from work, then the first three days missed following the date of injury will be covered under administrative leave. Further leave will be taken from the employee's sick leave bank and subject to coverage under the Worker's Compensation Act. In cases of injury covered by Workers' Compensation Act, an employee will be paid from his/her accumulated sick leave the difference between the amount of his/her regular net after tax pay and the amount that he/she received under Workers' Compensation. This difference shall be charged on a pro-rata basis to the employee's accumulated sick leave and will cease when his/her accumulated sick leave is exhausted, subject to eligibility for sick leave bank days. In no case will an employee receive double compensation under both the sick leave policy and the Worker Compensation Law.

2. The Business office has a fact sheet and checklist about how Workers Compensation works for employees.

ARTICLE 17 - PERSONNEL FILE

- A. The Superintendent shall maintain at the RSU 12 Central Office one (1) official school department file for each employee.
- B. File contents shall be limited to work performance, discipline and routine personnel employment data. Notwithstanding any documents previously signed and dated, an employee shall sign and date or electronically acknowledge a receipt of all material prior to it being placed in the employee's file. The signature of receipt does not necessarily mean the employee agrees with the content of the material, but is an acknowledgement of its receipt. Anonymous, unattributed or inappropriate materials shall not be placed in employees' files.
- C. An employee shall have the right to review his/her file, under supervision; and to have representation during any such review. An employee shall schedule an appointment with the central office to review their personnel file and will be able to review the file within five days of the request.
- D. An employee shall have the right to request copies of all materials in his/her personnel file and to reply concerning the content of such material. Such reply shall be attached to the original material.

ARTICLE 18 - EVALUATION

- A. Employees shall be given a copy of their job description and the evaluation process, including the evaluation instrument, at the beginning of the school year.
- B. All monitoring or observation of the work or performance of any employee shall be conducted openly and with full knowledge of the employee.
- C. A written summative evaluation shall be completed by administrative personnel once during the term of this Agreement. The evaluation shall be limited to the employee's performance of the duties enumerated in his/her job description.
- D. The employee shall be given a copy of any evaluation report prepared by his/her evaluator within ten (10) work days and at least one (1) day before the conference to discuss it. No evaluation shall be submitted to the central office, placed in the employee's personnel file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form. Nothing shall be added to or detracted from an employee's evaluation once the employee has signed it.
- E. An evaluation, which is less than satisfactory, must be accompanied by specific, written, recommendations for improvement with a commitment from the evaluator that assistance will be given in implementing the recommendations. A satisfactory evaluation may include recommendations for improvement.
- F. Both the employee and the evaluator must sign a copy of the written evaluation.
- G. The employee is encouraged to respond to the contents of the evaluation. Any rebuttal shall be in writing and shall be submitted within fifteen (15) work days of the evaluation conference. The rebuttal shall be attached to the employee's evaluation.
- H. A signed copy of the evaluation shall be placed in the employee's personnel file along with the employee's response.

ARTICLE 19 - PROFESSIONAL DEVELOPMENT

Employees will be reimbursed for up to the cost of two (2) courses in a contract year for

the actual tuition cost per credit hours, not to exceed the amount charged by the University of Maine (Orono) for graduate credit hours. Employees may include cost of required texts and other required fees for reimbursement, however, when doing so the dollar benefit will not exceed the two (2) courses maximum cost. Additional courses may be approved by the Superintendent. Courses will be related to the employee's job description and/or be beneficial to RSU 12 and receive the prior approval of the Superintendent.

Third party billing and direct payment by the district is also available to participating Universities and Colleges for employees to access.

Employees shall turn in the grade sheet upon issuance of the course grade. If an employee does not pass a course with a C or better or receive a pass in a pass-fail course, the tuition cost paid by the district shall be deducted from the employee's salary. Additional coursework will not be paid for/reimbursed upon separation of employment (as of the employee's last working day).

Employees will be notified of their course approval within 30 days of submitting their request.

ARTICLE 20 - JOB DESCRIPTIONS AND RECLASSIFICATION

- A. Each employee shall be provided with a current written job description at the time of hire, which describes job responsibilities. When job descriptions are modified, job descriptions shall be provided to the employee and to the Association. The Association will be notified of proposed job description changes.
- B. When an employee is assigned, on a temporary basis, to work in a higher job classification than the employee's current classification (and holds the appropriate authorization or licensure), the employee shall be paid at the rate of the higher classification from the first full day of the temporary reclassification. No employee shall be assigned to work in a job classification, on a temporary or ongoing basis, for which s/he does not hold the appropriate authorization, licensure or certification.
- C. An employee reclassified to a higher job classification within an impact area, such as Education Technician, shall be placed on the same number step in the new classification from which they moved in their old classification. [Example: move from old classification Step 9 to new classification Step 9.] In the case of an employee being reclassified at the end of the work year, the employee shall advance to the next step [from Step 9 to Step 10 in the above example].

- D. If an employee is asked to substitute for a teacher for a half day or more, the employee shall be paid at their regular rate or the substitute rate, whichever is higher.

ARTICLE 21 - JOB CLASSIFICATION REVIEW PROCEDURE

- A. An employee may request a review of his/her job classification as it pertains to his/her actual job responsibilities and step placement.
- B. The Site Supervisor and Superintendent will review a written request and provide a written decision to the employee within twenty (20) working days.

ARTICLE 22 - VACANCIES, TRANSFERS, REDUCTION IN FORCE

A. Vacancies/Job Openings

Vacancies/Job Openings in the district will be posted internally five (5) days prior to being externally posted during the school year. During the summer, vacancies and job openings may be posted internally and externally simultaneously.

All employees will be given notification of job openings. Internal applicants must complete the electronic employment application located on the RSU 12 website. Internal applications will be reviewed first.

If no transfer occurs, all qualified internal candidates applying for a position will be granted an interview.

B. Involuntary Transfers

Involuntary transfers can occur district-wide at the Superintendent's discretion.

If an involuntary transfer to another town is necessary, the least senior qualified employee within that classification in the applicable school shall be the employee transferred.

If the Superintendent reasonably believes that the least senior qualified employee does not meet the needs of the transfer, then the next least senior qualified employee shall be transferred.

C. Notice of Assignment

Employees shall be given written notice of their assignments for the forthcoming year.

Due to the nature of population fluctuation within the District, a change in assignment may need to be made prior to the start of school. Effort will be made to make any reassignment in a timely and appropriate manner.

D. Seniority

Seniority shall be defined as continuous regular service since the date of his/her most recent employment within the RSU and its predecessors. An employee with a work year of less than twelve (12) months shall not be considered to have a break in service during the months which are not included within the employee's work year. For employees with the same seniority, lots will be drawn with the Board and Association present to determine which employee has more seniority.

E. Seniority List Preparation

The Superintendent shall provide the Association and post in each work location a seniority list by October 15 each year. The seniority list shall list each employee and his/her date of hire by impact area. Employees have ten (10) working days to object to the seniority list to the Superintendent. The objection should be in writing with a statement of reason and any supporting documents, if available. The employee and employer will work together to determine the accurate date. A corrected Seniority List will then be reposted and be assumed correct until the next annual posting.

F. Position Elimination

If the Board is contemplating the elimination of any bargaining unit positions, it (or its designee) will notify the Association. The Board (or its designee) will meet and consult with the Association upon request prior to a decision to eliminate any bargaining unit positions.

A decision by the Board to eliminate any bargaining unit position shall not be subject to the grievance procedure or arbitration.

In the event that the Board decides to eliminate any bargaining unit positions, it shall give the Association prompt written notice of the positions to be eliminated.

"Reduction in Force" (RIF) shall mean the discontinuance of employment or reduction to part time status of an employee for bona fide financial or program reasons.

For purposes of reduction in force, the following classification/ impact areas shall be

used:

	Impact Area	Impact Area	Impact Area	Impact Area	Impact Area
Class	Secretary	Educational Technicians	Bus Drivers	Custodial	Food Service
	School Admin	Ed Tech III	Bus Drivers	Head Custodian	Head Cook
	School Secretary	Ed Tech II	Van Drivers	Maintenance	Cook
		Ed Tech I		Custodian	

Step 1: Within the town

In the event of a layoff, the employee whose position is to be eliminated may displace the employee with the least seniority within his/her town in his/her impact area. A displaced employee may displace an employee in a lower impact area within the employee's classification, or if he/she is the least senior in their current impact area, then he/she may displace an employee in any other impact area in which he/she has satisfactorily served, provided that the person to be displaced is less senior than the displacer. The least senior employee(s) in the applicable group(s) shall be terminated first, in order to achieve the reduction in force. If the employee to be terminated is uniquely qualified to provide the programs remaining, based on experience, authorization, and/or training, then the next least senior employee within the impact area may be terminated.

Step 2: Within the district

Upon completion of Step 1, the employee within the town who will be eliminated may displace the employee with the least seniority in his/her impact area within the district. A displaced employee may displace an employee in a lower impact area within the employee's classification, or if he/she is the least senior in their current impact area, then he/she may displace an employee in any other impact area in which he/she has satisfactorily served, provided that the person to be displaced is less senior than the displacer. The least senior employee(s) in the applicable group(s) shall be terminated first, in order to achieve the reduction in force. If the employee to be terminated is uniquely qualified to provide the programs remaining, based on experience, authorization, and/or training, then the next least senior employee within the impact area may be terminated.

In the event of the elimination of a full-time or a part-time position, a full-time or part-time employee whose contract would not otherwise be terminated may be

required to choose between assuming a part-time or a full-time position or accept a layoff.

A thirty (30) calendar day written notice shall be provided to any employee to be laid off.

G. Recall

In the event a vacancy occurs in the classification for which an employee has been laid off, employees shall be recalled from layoff in inverse order of layoff. Employees shall remain on the recall list for twenty-four (24) months.

Employees may decline one offer of recall within their classification within their impact area. Any employee who declines a second offer of recall within their classification within their impact area shall waive all rights to future recall.

Employees re-employed from the recall list within two (2) years after a layoff shall retain their same wage step and benefits, including accumulated sick leave days, granted vacation day status, and seniority accumulated prior to the layoff.

Non-probationary employees on layoff and for the period eligible for recall shall be offered recall to any vacant position in the employee's impact area/classification from which he/she was laid off.

Employees have a responsibility to keep the employer informed of a current address and contact information. Employees shall receive notice of such recall to the last known employee address and or contact information.

H. Continuation of Benefits

Employees who have been laid-off may participate at their own expense in the District's group health insurance plan for such period as prescribed by law.

ARTICLE 23 - SUBCONTRACTING

Given the Board's legal responsibility to manage the resources of the district in the best interest of the students and citizens, it reserves the right to subcontract work presently done by the bargaining unit.

Upon Board notification of a consideration to subcontract, the Association shall be notified. All legally permissible information provided to the Board will be provided to the Association in a timely manner. Notice of any meeting on the consideration to subcontract shall be given to the Association. The Association shall be given an opportunity to comment throughout the consideration to subcontract.

Prior to final decision, should the Board decide to consider subcontracting that will result in the layoff of employees or a reduction in regularly scheduled hours, the Association shall be provided the opportunity to present its position to the Board.

If the Board decides in its discretion to subcontract some of or all of its operations, all affected employees and the Association will be provided with 60 days written notice of the elimination of any unit positions.

ARTICLE 24 - RETIREMENT

The Board agrees to provide the administrative functions necessary to allow employees to participate in a 403b retirement program. The participating vendor should be selected from a preexisting School Board list of vendors. The Board shall deduct a sum of pre-taxed income, as determined by the employee, which is consistent with the rules governing said programs, from each pay period.

Eligible employees shall receive a Retirement/Separation Cash Out of up to thirty (30) days of accumulated sick leave at the employee's regular daily rate. Employees must give notice by March 30th. Employees must have served fifteen (15) years with RSU 12 and/or its predecessors. In extenuating circumstances, the Superintendent may waive the notification date.

ARTICLE 25 - SEVERABILITY

Should any provision of this agreement, in whole or in part, be determined to be invalid or unenforceable by an act of the legislature or by the court, then the remaining part of the provision and the balance of the contract provisions shall not be affected and the contract shall continue in force in all respects as if the invalid or unenforceable provisions would have been omitted.

ARTICLE 26 - DURATION OF AGREEMENT

A. The provisions of this Agreement shall be effective as of September 1, 2020 and shall expire August 31, 2021.

B. In witness thereof, the Sheepscot Valley Education Association has caused this Agreement to be signed by its President and the RSU 12 Board by its Chairperson, this 30th day of October, 2020.

Sheepscot Valley Education Association:

C Belanger
Witness

by: Susan Sawyer
President

RSU 12 Board:

Ann E. Vahy
Witness

by: Sandra K. Swaney
Chairperson

**APPENDIX A - WAGE SCALE
2020-2021**

Level	BUS Drivers	Van Drivers	Custodians	Cook	Head Custodian	Head Cook	School Adm. Sec.	School Secretary	Ed Tech I	Ed Tech II/Health Technician	Ed Tech III/Library-Media-Tech Tech
0	\$14.63	\$12.15	\$12.15	\$12.15	\$13.44	\$12.15	\$12.98	\$12.15	\$12.15	\$13.34	\$14.54
1	\$15.03	\$12.15	\$12.28	\$12.15	\$13.81	\$12.15	\$13.34	\$12.15	\$12.15	\$13.68	\$14.97
2	\$15.44	\$12.15	\$12.62	\$12.15	\$14.20	\$12.15	\$13.71	\$12.40	\$12.15	\$14.01	\$15.42
3	\$15.87	\$12.15	\$12.96	\$12.15	\$14.59	\$12.46	\$14.09	\$12.74	\$12.15	\$15.78	\$15.88
4	\$16.31	\$12.17	\$13.32	\$12.15	\$14.98	\$12.80	\$14.46	\$13.09	\$12.15	\$15.78	\$16.16
5	\$16.76	\$12.51	\$13.69	\$12.33	\$15.40	\$13.16	\$14.86	\$13.45	\$12.15	\$15.91	\$16.60
6	\$17.22	\$12.85	\$14.07	\$12.67	\$15.82	\$13.52	\$15.28	\$13.82	\$12.15	\$15.91	\$17.95
7	\$17.69	\$13.20	\$14.45	\$13.02	\$16.26	\$13.89	\$15.70	\$14.20	\$12.15	\$16.25	\$17.95
8	\$18.18	\$13.57	\$14.85	\$13.37	\$16.71	\$14.27	\$16.13	\$14.59	\$12.29	\$16.59	\$17.95
9	\$18.68	\$13.94	\$15.26	\$13.74	\$17.17	\$14.67	\$16.58	\$14.99	\$12.63	\$16.92	\$18.27
10	\$19.19	\$14.32	\$15.68	\$14.12	\$17.64	\$15.07	\$17.02	\$15.40	\$12.97	\$17.27	\$18.27
11	\$19.72	\$14.72	\$16.11	\$14.50	\$18.12	\$15.48	\$17.49	\$15.83	\$13.33	\$17.25	\$18.58
12	\$20.26	\$15.13	\$16.54	\$14.91	\$18.62	\$15.90	\$17.97	\$16.26	\$13.70	\$17.25	\$18.91
13	\$20.82	\$15.53	\$17.00	\$15.32	\$19.13	\$16.34	\$18.47	\$16.71	\$14.08	\$17.58	\$19.25
14	\$21.39	\$15.96	\$17.47	\$15.74	\$19.66	\$16.79	\$18.98	\$17.17	\$14.46	\$17.92	\$19.25
15	\$21.97	\$16.40	\$17.95	\$16.17	\$20.20	\$17.26	\$19.50	\$17.65	\$14.86	\$18.41	\$19.64
16	\$22.58	\$16.85	\$18.44	\$16.62	\$20.75	\$17.73	\$20.03	\$18.13	\$15.27	\$18.85	\$20.07
17	\$23.21	\$17.32	\$18.95	\$17.07	\$21.32	\$18.22	\$20.58	\$18.63	\$15.69	\$19.07	\$20.52

APPENDIX B - SICK LEAVE BANK

SICK LEAVE BANK (S.L.B.) Sheepscot Valley Education Association

PURPOSE:

A Sick Leave Bank is established for the benefit of the Employees in RSU 12 who suffer extended illness or disability.

ADMINISTRATION:

The Sick Leave Bank committee will administer this program, responsible to the Sheepscot Valley Education Association (SVEA) Executive Committee and ultimately to the SVEA members of the Sick Leave Bank.

The Sick Leave Bank shall be comprised of four (4) members – one each from Palermo, Chelsea, Windsor, and Whitefield. The S.L.B. shall designate a chair. Three (3) S.L.B. members shall constitute a quorum.

MEMBERSHIP:

All employees who are members of the Sick Leave Bank under the RSU 12 contract during the 2013-14 school year shall automatically become members of the Sick Leave Bank.

When the total number of days in the bank is three hundred (300) or more on September 1 of any year, current members of the bank shall not contribute any days for the subsequent year, but new members must make initial contributions as provided below in order to become a member. In the event the total number of days goes below three hundred (300), each employee shall be required to give one (1) sick leave day to the bank on or before the next full pay period, or September 1, whichever comes first. An employee who has exhausted personal sick leave and has withdrawn days from the bank and remains eligible to draw additional days from the bank shall not be required to contribute an additional day to the bank when the accumulation drops below three hundred (300) days, prior to September 1.

Membership will be on a voluntary basis, with all Employees eligible to enroll.

CONDITIONS:

Any employee who does not become a member of the bank within one (1) month after the bank is established, or within one (1) month of initial employment in RSU 12 thereafter, shall not be eligible for participation in the bank except during an open enrollment period of one (1) month at the beginning of each school year. An Employee who wishes to join the bank shall pay two (2) sick leave days into the bank. Once a member, membership only can be withdrawn in writing during open enrollment each

year. All days contributed remain with the bank.

An Employee shall make an application for sick leave from the bank to the Sick Leave Bank Committee. The Sick Leave Bank Committee shall have the authority to approve or disapprove the application. In the event the application is disapproved, the Employee shall have the right to appeal the decision of the Sick Leave Bank Committee to the Association Executive Committee. In the event the Association Executive Committee upholds the decision of the Sick Leave Bank Committee, the Employee shall have the right to appeal the decision to the total membership of the Association.

In the case of an emergency request, the Sheepscot Valley President and the S.L.B. chair may make preliminary approval of sick leave from the Bank for up to five (5) days. Granting of days from the S.L.B. in such emergency cases shall be subject to the approval (within five (5) school days) by the Sick Leave Bank Committee. The Employee will have the same appeal rights as provided in the Conditions Section above.

A person will not be able to withdraw from the bank until his/her own sick leave is depleted.

A doctor's certificate shall be required as a prerequisite to withdraw days from the S.L.B.

Sick leave days may be drawn from the bank only for personal illness.

A maximum of sixty (60) days each school year can be drawn by one individual from the bank for each illness or disability.

If on September 1, there are more than three hundred (300) days in the bank, Employees who were members the prior year shall not have to contribute any additional days to maintain their membership in the bank.

If any member feels there has been abuse by a member in requests from the S.L.B., he/she may meet with the Sick Leave Bank Committee to discuss said alleged abuse.

Any Employee receiving payments under the Worker's Compensation Act may be eligible for S.L.B. compensation only in such amount as will equal his or her regular compensation when added to the Worker's Compensation benefits.

All conditions are subject to the number of days available in the bank.

SUPERINTENDENT/BOARD OF EDUCATION:

Upon approval by the Sick Leave Bank Committee of a member's application, the Committee shall notify the Office of the Superintendent which shall cause the authorized

days to be deducted from the bank and transferred to said member's sick leave.

The Sick Leave Bank Committee will notify the Superintendent of Schools of the Employees contributing days to the S.L.B. so the Office of the Superintendent can make the appropriate deduction from the member's sick leave.

At the close of the contract year the Sick Leave Bank Committee's chairperson and the Office of the Superintendent will agree on the number of days used from the bank and number of days to be transferred into the bank for the next year.

If the Superintendent or the Board Chair feels there has been abuse in requests from the S.L.B. by a member, he/she may meet with the Sick Leave Bank Committee to discuss alleged abuse.

AMENDMENTS:

The S.L.B. may be amended by a two-thirds affirmative vote of the Association members of the bank provided amendments have been previously studied by the S.L.B. Committee and that copies have been sent to members of the bank two (2) calendar weeks in advance of the meeting.