
AGREEMENT

Between the

RSU 1 BOARD OF DIRECTORS

and the

SAGADAHOC EDUCATIONAL ASSOCIATION (ESP)/MEA/NEA

for the

SECRETARIES AND EDUCATION TECHNICIANS

BARGAINING UNIT

September 1, 2021

to

August 31, 2024

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ARTICLE I RECOGNITION

- A. The RSU 1 Board of Directors (Regional School Unit 1) (hereafter the "Board") hereby recognizes the Sagadahoc Education Association (ESP)/MEA/NEA (hereafter the "Association") as the sole and exclusive bargaining agent for the bargaining unit of secretaries and educational technicians I, II and III. All new employees hired in these impact areas will have a 180 work day probationary period from date of hire.
- B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined.

ARTICLE II NEGOTIATION PROCEDURE

- A. Not later than February 1 (at least five months prior to the beginning of the new fiscal year) the Board agrees to begin negotiation with the Association pursuant to Title 26, MRSA, Chapter 9A, in accordance with the procedure set forth herein, to negotiate modifications in this agreement. Any agreement so negotiated shall apply to all employees, be reduced to writing, be adopted by the Board and Association and signed by the Board and Association. The parties hereto agree that this signed agreement shall be accepted as written notice for collective bargaining in future fiscal years as stipulated under Title 26, MRSA, Chapter 9A.

ARTICLE III 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.
- B. Access to Members:
Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with scheduled meetings or assigned duties of the employees.
- C. Communications:
The Association shall have the right to post notices of activities and matters of Association concern in areas designated for employee use. The Association may use the district mail service and employee mailboxes for communications to employees.
- D. Release Time:
Processing grievances during working hours: The local Association's representative may investigate and process grievances during working hours without loss of pay, with permission from immediate supervisor and permission shall not be unreasonably denied.
- E. Association Leave:
The Board agrees that up to one (1) employee shall, upon request to the Superintendent of Schools, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association, the MEA or the NEA. Employees who are elected to office in either the MEA or NEA would be granted one (1) year leave with approval of the Superintendent of Schools

ARTICLE IV MANAGEMENT RIGHTS

- A. Jurisdiction and Authority of the Board of Directors: The Board, subject only to the language of this agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of RSU 1.

ARTICLE V NON-DISCRIMINATION

- A. RSU 1 is an equal opportunity employer. The Board agrees not to discriminate against people on the basis of race, national origin, religion, gender, sexual orientation, age, or mental or physical disability in hiring, employment, benefits, or advancement opportunities.
- B. No employee shall be subjected to sexual harassment by another employee of RSU 1 or representative of the Board.

ARTICLE VI CHECKOFF AND ASSOCIATION SECURITY

- A. The Board agrees to notify the Association in writing within two (2) weeks of the name, address, job classification, and date of employment, or termination thereof of all employees occupying positions in the bargaining unit.
 - 1. Any employee who at the time on or after the effective dates of this Agreement is or becomes covered by the Agreement and is not a member of the Sagadahoc Education Association (ESP)/MEA/NEA shall within thirty (30) days after such conditions are met be required to choose from the options of membership in Sagadahoc Education Association (ESP)/MEA/NEA, payment to the Association of a service fee equal to eighty percent (80%) of Sagadahoc Education Association (ESP)/MEA/NEA dues as a contribution towards the costs of collective bargaining, contract administration and the adjustment of grievances, or exclusion from both. A failure to choose membership or the eighty percent (80%) service fee options shall constitute a choice of exclusion from both.
 - 2. Any employee choosing either the option of membership in the Sagadahoc Education Association (ESP)/MEA/NEA or the option of payment of the eighty percent (80%) service fee shall be required to sign a written payroll deduction authorization form authorizing deduction from his/her pay of the membership dues or service fee from the thirtieth (30th) day following the execution of the Agreement and such authorization shall be irrevocable except as provided in subsection B.5 below.
 - 3. Any employee choosing exclusion from both the membership and the eighty percent (80%) service fee options shall be irrevocably bound by such choice except as provided below in B. 5. and shall be entitled to the services of the Sagadahoc Education Association (ESP)/MEA/NEA under the Agreement only upon payment to the Sagadahoc Education Association (ESP)/MEA/NEA of reasonable fees, including reasonable fees for employee representative services and attorney's fees, and costs and expenses, including arbitrator's fees and expenses, incurred by the Sagadahoc Education Association (ESP)/MEA/NEA. The current schedule of Sagadahoc Education Association (ESP)/MEA/NEA fees is listed below for informational purposes:

SEA Fees:

Local Grievance Representative	\$30.00 per hour
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Attorney Fees:

MEA Legal Counsel Services	\$80.00 per hour*
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*may be higher if another attorney is retained through MEA legal counsel.

Field Representative Fees:

UniServ Director Services	\$75.00 per hour
MEA Program Director Services	\$75.00 per hour

Research Fees:

MEA Legal Counsel Assistant Services	\$50.00 per hour
UniServ Assistant Services	\$50.00 per hour
MEA Program Assistant Services	\$50.00 per hour

All fees are charged on the basis of minimum fifteen (15) minute intervals.

4. Any such employee complying with these conditions shall be entitled to Sagadahoc Education Association (ESP)/MEA/NEA services under this Agreement only on the same basis and under the same terms as Sagadahoc Education Association (ESP) members and employees paying the eighty percent (80%) service fee.
5. Any employee who is required by this Article to select from the options set out above may change his/her status with respect to those options during the twenty (20) day period immediately prior to the expiration of this Agreement by giving written notice to the Superintendent of Schools and the Sagadahoc Education Association (ESP) President during that period.

- B. The Board shall deduct Association dues or representation fees from the paychecks of bargaining unit members and promptly transmit such dues and fees to the Association at least once a month. For those employees who elect to pay their dues directly to the Association, the following statement shall be recognized by the Board as the means by which an employee shall indicate refusal of the payroll deduction of dues or fees:

"I hereby advise that I do not desire that the RSU 1 Board of Directors deduct from my pay for the unified dues to the Sagadahoc Education Association (ESP), Maine Education Association and National Education Association."

- C. The Board shall continue to deduct from the salary of employees all benefits and contributions that are presently being deducted unless informed otherwise by the employee.

ARTICLE VII DISCIPLINE

- A. No employee shall be discharged, disciplined or deprived of any professional advantage without just cause.
- B. An employee who is discharged, demoted or suspended shall be given prompt written notice, in person and if such notice cannot be served, notification shall be carried out by certified mail, return receipt requested, to the employee's last known address according to Board records, of the discharge or suspension and the reasons therefore.

- C. A written reprimand will stay in the Employee's personnel file for a 36-month period from date of occurrence. If there are no reoccurrences during this time, upon written request from the employee to the superintendent, the written reprimand will be removed. Once the written reprimand has been removed from the employee's personnel file, the reprimand shall not be used for further disciplinary action.
- D. Any employee discharged must be paid in full for all wages owed him/her by the Board, including overtime, unused earned annual leave and holiday pay, if any, on the second regular payday following the pay period in which the discharge occurs.
- E. A grievance regarding the discharge, demotion, or suspension of an employee may be initiated at Level 2 of the grievance procedure as set forth in Article IX, Section E within thirty (30) days after receipt of the notification of the discharge or suspension.
- F. The Board agrees to notify each employee in the bargaining unit and the Association in writing of any and all existing work rules. New employees shall be provided with a copy of the work rules and/or an employee handbook at the time of hire.
- G. An educational technician, who allows his/her "authorization" to lapse, may be subject to immediate dismissal. The employee is fully responsible for maintaining proper "authorization" from the State Department of Education at all times.
- H. Whenever an employee is called before the Superintendent, an administrator or the Board concerning any matter which could have an adverse effect on the employee's continuation in position or employment, the Superintendent shall provide written notice to the employee and the Association at least twenty-four (24) hours prior to any meeting. Written notice shall include the reasons for such a meeting and that the employee has the right to have an Association representative present for advice and representation at the meeting.
- I. Any suspension of a bargaining unit employee shall be with pay pending the results of the investigation.

ARTICLE VIII JOB DESCRIPTIONS AND RECLASSIFICATION

- A. Each employee shall be provided with a current written job description, which accurately describes his/her responsibilities at the time of initial employment. The Association shall be provided with a copy of all current job descriptions of employees in the bargaining unit within thirty (30) days of the effective date of this Agreement. Whenever new jobs are created, the Association shall receive the new job descriptions within thirty (30) days of their creation. In the event the Board contemplates modifying current job descriptions or creating new job descriptions, they agree to send the Association written notification of such contemplation and to meet and consult regarding such contemplated modifications and/or new job descriptions within ten (10) days of proposed changes.
- B. Where an employee is assigned work by two or more people, it shall be the responsibility of the employee's appropriate supervisor to resolve conflicts in work assignments which arise.
- C. An employee assigned the duties of a substitute teacher for more than two (2) consecutive days will be paid time and a half their regular hourly wages for additional days. For the first two days, the employee shall receive the higher of his/her own pay or the pay received by a substitute according to Board policy.

D. Newly hired Educational Technicians shall receive information regarding Maine Department of Education Rules and Regulations on Authorization Procedures from their administrator within thirty (30) days of the date of hire. Ed techs are responsible for maintaining their "authorization" status from the State of Maine at all times.

E. RECLASSIFICATION

1. When an employee is reclassified to work in a higher classification, the employee will be paid at the rate of the higher classification, effective as of the first day of work at the higher job description.
2. When an employee is reclassified to work in a higher classification on a temporary basis, the employee will be paid at the rate of the higher classification from the first day of such consecutive work.
3. An employee promoted or reclassified to a higher job classification shall be placed on the same step in the new classification as the employee held in the old classification.
4. An employee involuntarily transferred to a lower job classification during a school year, shall maintain his/her current hourly wage for the remainder of the school year.

F. POSITION REVIEW

1. In the event that an employee believes that his/her assigned duties are significantly different from those outlined in his/her job description and/or required authorization, the employee may request a position review by his/her supervising administrator. Said request shall be in writing and include a detailed description of those assigned duties that the employee believes are outside his/her job description and/or authorization. No employee shall request a review of classification more than one (1) time per school year. The administrator shall provide the employee with a copy of his/her recommendation to the Superintendent, including the reason(s) for his/her assessment, within ten (10) days.
2. Should the Superintendent determine that a reclassification to either a higher or lower classification is appropriate, the employee shall begin being paid on the next payroll date according to the new classification. The Superintendent shall render his/her decision within ten (10) days.

ARTICLE IX
GRIEVANCE PROCEDURE

- A. The parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Both parties agree that the grievance proceedings will be closed to the public.
- B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally without any intervention of the Association, provided any adjustment is consistent 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.
- C. Definitions:
1. A "grievance" is an alleged violation of this agreement or any dispute with respect to its meaning or application.
 2. A "grievant" is the employee, group of employees, or the Association making the claim.
 3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. "Days" shall mean working school days except during the summer when days shall mean Monday through Friday except for legal holidays.

D. Informal Procedure:

1. If an employee feels that he/she may have a grievance, he/she shall first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.
2. The appropriate administrator shall notify the Association within three (3) school days of any resolution made during the informal stage and, if a meeting of the parties is required for said resolution, an Association representative shall be present if requested by the grievant.

E. Formal Procedure:

1. Level One - School Principal

- a) If a grievant is not satisfied with the outcome of informal procedures, he/she may present his/her claim as a formal grievance in writing over his/her signature to his/her principal or other appropriate administrator. (See Appendix B)
- b) A grievance will be deemed waived unless submitted in writing thirty (30) days after the grievant knew or should have reasonably known of the event or conditions constituting the alleged grievance.
- c) The appropriate administrator shall meet with the grievant within five (5) days after receipt of the written grievance. Within five (5) days of the meeting, the administrator shall render his/her decision and the reasons therefore in writing to the grievant, with a copy to the Association.

2. Level Two - Superintendent of Schools

- a) If the grievant is not satisfied with the resolution at Level One or if no answer is received, he/she may within five (5) days submit it to the Superintendent.
- b) The Superintendent shall, within ten (10) days of receipt of the grievance, meet with the grievant for the purpose of resolving the grievance. Representatives of the Association may be present.
- c) The Superintendent shall, within five (5) days after the meeting, render his/her decision and the reasons therefore in writing to the grievant with a copy to the Association.

3. Level Three - Board of Directors

- a) If the aggrieved is not satisfied with the resolution of the grievance at Level Two, he/she may within five (5) days after receiving the Superintendent's response, request in writing a meeting on the matter before the Board.
- b) The Board shall meet with the grievant and/or the Association within fifteen (15) days after receipt of the request.
- c) The Board shall, within ten (10) days after such meeting, renders its decision and the reasons therefore in writing to the grievant, with a copy to the Association.

4. Level Four - Impartial Arbitration

- a) If the Association is not satisfied with the disposition of the grievance at Level Three, it may within five (5) days, submit the grievance to arbitration by notifying the Board in writing.
- b) The Chairman of the Board and the Association within five (5) days shall request the American Arbitration Association to select a neutral arbitrator according to its rules.

- c) The arbitrator selected shall confer promptly with representatives of the Board, the aggrieved or the representative of the aggrieved party. The arbitrator shall review the record of the prior hearings, and shall hold such further hearings with the aggrieved persons and other parties in interest as he/she shall deem requisite.
- d) The arbitrator shall as soon as practicable after his/her election, render a decision in writing to all parties in interest setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall 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, or violates the terms of this agreement. The arbitrator's decision will be binding, subject to judicial review.
- e) 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 participant in the grievance procedure by reason of such participation.
- 2. Any party in interest may be represented at Levels Two and Three of the formal 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 Presidents shall be notified in writing. The Association shall have the right to be present and state its views at all stages of the procedure.
- 3. The Association may, if it so desires, call upon any individual or professional service for consultation and assistance at any stage of the procedure.

G. Miscellaneous:

- 1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 2. Forms for filing and processing grievances, and other necessary documents shall be prepared by the Superintendent, with the approval of the Association, and made available through the Association School Representatives and the P.R. and R. Committees, so as to facilitate operation of the Grievance Procedure. The grievance form to be used shall be attached as Appendix B of this Agreement.
- 3. In the event that a grievance is not timely answered at any step in the procedure, the grievant or the Association, as appropriate, may file at the next step in the procedure.
- 4. The time limits in this Article may be extended by mutual agreement of the grievant and the appropriate administrator at any step of the grievance procedure. Any mutual agreement shall be confirmed in writing as soon as practicable.

ARTICLE X
WORK YEAR AND WORK SCHEDULE A.

A. Work Year and Work Week:

1. Consistent with the recognition clause (Article I, A) the Association and the Board recognize four (4) employee classifications as follows:
 - Secretary
 - Educational Technician I
 - Educational Technician II
 - Educational Technician III
2. The RSU 1 Board reserves the right to set the work week and work year for all employees and to make necessary work schedule changes to meet school and community needs and changing budgets. Whenever possible and in the sole discretion of the Board, an employee shall be given a fifteen (15) school day notice of any change in his/her work schedule. However, noting the above statement, and the intent not to reduce current employee hours or reduce compensation, the following standards will be used for work year, work schedules:

Position	Standard Work Week	Standard Work Year
Educational Technicians	35 hours	38 weeks
Ed Techs (Library)	35 hours	38 weeks
Secretary, School Year	40 hours	40-45 weeks
Secretary, Full Year	40 hours	46-52 weeks

3. The Association shall receive from the Superintendent's office no later than October 1 of each year, a list of employees and their work assignments which shall include; the number of hours the employee works, the work year, position, work location, and rate of pay.
- B. Employees shall have an unpaid thirty (30) minute duty-free lunch period except in case of a building emergency. This duty-free lunch shall be scheduled as close to lunch as possible.
- C. Overtime:
1. The Board shall equitably distribute opportunities for overtime work among qualified employees in the affected classification(s) in the affected building. There shall be no mandatory overtime over forty (40) hours, except in severe emergency.
 2. The Board shall not unilaterally curtail the scheduled hours of work of an employee during a workweek in which the employee has previously worked hours outside of his/her regular work schedule in order to avoid overtime pay.
 3. Employees required by the Board to work more than 40 hours in any workweek shall be compensated for such time over 40 hours at 1½ times the base rate of pay.
 4. In the computation of eligibility for overtime pay, any hours paid for but not worked which are included in the regular work schedule shall be counted.
- D. Storm Days:
1. In the event that scheduled days are not made up at the end of the school year, with the permission of the Commissioner of Education, employees shall receive pay for such days based on their regularly scheduled number of hours per day during the applicable school year.

2. In the event of any school cancellation, and the employee is not required to report to work, the employee shall be paid when the day is made up later in the year.
- E. With the input and approval of the Superintendent, employees may agree to job share bargaining unit positions. All job sharing decisions will be based on the needs of the school district.
- F. Substitute Calling:
 1. Bargaining unit employees shall not be required to call substitutes from their homes except in an emergency, in which case the employee would receive her/his regular hourly rate of pay.
- G. Educational Technicians shall be scheduled to work professional development days prior to the first scheduled student day.

ARTICLE XI PERSONNEL FILE

- A. The Board shall maintain, for official purposes, one (1) personnel file for each employee. This file shall be kept under conditions that insure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the employee, written evaluations and other appropriate material relating to the individual's employment.
- B. Employees shall be provided a copy of all material henceforth placed in the file, at the same time the material is placed in the file. Anonymous or unattributed material shall not be placed in the file. An employee shall have the right to submit a written response to any material placed in the personnel file. This written response shall then be filed and attached to the appropriate material. Unsolicited material concerning employee's performance may be submitted by the employee and placed in the file.
- C. Employees, and designated Association representatives, shall have the right to examine their file in the presence of the file's custodian, or that individual's designee, during the normal business hours of the office in which the file is kept.
- D. No person other than the employee, the employee's representative, the Board when acting as a collective body, or the employee's administrators shall have access to the employee's personnel file unless specific written authorization is granted by the employee.
- E. The employee and duly designated Association representatives may obtain copies of any material in the personnel file without cost during the normal business hours of the office in which the file is kept.
- F. By mutual consent between the employee and the Board or its designee, any item contained in an employee's personnel file may be removed in accordance with Article VIIC.
- G. In a specific personnel action, no use may be made of any material, which has not been properly and timely placed in the personnel file.

ARTICLE XII NOTICE

- A. School year employees shall be provided with written notice of their assignments, building location, work year, work schedule and hourly wage for the coming year. Such notice shall be provided in a timely manner, but no later than August 8 of each year. Consistent with the provisions of Article X, A. 2, the Board reserves the right to adjust assignments and schedules to meet the needs of the

students and the schools and such adjustments should not be unreasonable.

- B. If an employee is required to work at more than one school, the employee will be paid mileage at the current IRS rate for travel between those schools.

ARTICLE XIII SENIORITY, LAYOFF AND RECALL

A. Seniority:

“Seniority” shall be an employee’s length of continuous service in RSU 1 and in the systems (Bath, Woolwich, Phippsburg) preceding the RSU 1 formation from the employees most recent date of hire. The first day of work of such continuous service shall be the seniority date listed. An employee with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months which are not included within the employee’s work year.

B. Seniority List:

1. The Board shall establish a seniority list by job classification with the name, date of hire, and building location of each employee. The employee with the greatest seniority in each classification shall be listed first in the appropriate seniority list. The seniority list shall be brought up to date on the first day of November each year. Every employee shall have until November 1 of each year to dispute any inaccuracies on the seniority list and shall report any alleged inaccuracies to the Superintendent of Schools. For purposes of this Article and consistent with the “recognition clause” in Article I, A, the following job classifications are established: Secretary, Educational Technician I, Educational Technician II and Educational Technician III. The superintendent’s office shall notify the Association Co- Presidents of any changes made to the original list.
2. Such seniority list(s) shall be posted in all areas where employees work. A copy of such list(s) shall be sent to the Association at the same time that the list(s) is posted. If no employee disputes the seniority list by November 1, that list cannot be challenged later in the school year.

C. Reduction-In-Force (RIF):

1. “Reduction-In-Force (RIF)” shall mean the discontinuance of employment of an employee for financial or program reasons.
2. In the event of a RIF, the employee whose position is to be eliminated may displace the employee with the least seniority in his/her job classification as defined in Recognition Article I, provided that the person to be displaced is less senior than the displacer and provided the displacer is qualified for the job. If the employee to be RIF’d is a secretary, s/he may displace the least senior secretary. If the employee to be RIF’d is an educational technician s/he may displace the least senior employee in either the Educational Technician I, Educational Technician II or Educational Technician III classifications, assuming he/she is authorized for that position.
3. An employee who is to be RIF’d shall receive at least forty-five (45) days written notice.
4. The Board agrees to consult with the Association prior to a RIF.
5. An employee shall receive five (5) sick leave days from their accumulated sick leave for the purposes of seeking new employment.
6. In the case of two (2) or more employees having the same seniority, the employee having the most college preparation shall be deemed the senior employee.

D. Continuation of Benefits:

Employees who have been laid off shall be eligible to participate at their cost in health insurance for eighteen (18) months following the effective date of layoff. Employees who desire to maintain health insurance in accordance with this Article must so notify the Board in writing no later than thirty (30) days after the effective date of the layoff. This provision is consistent with the COBRA laws.

E. Recall:

The Board shall establish a recall list of laid off employees. An employee who has been laid off shall be placed on a recall list and shall be sent position vacancy announcements in the unit. For this purpose, it shall be the employee's responsibility to keep the Board advised of his/her current address.

The Board shall, with no loss of seniority or benefits accumulated prior to the layoff, offer re-employment to employees on the recall list for eighteen (18) months for any vacancies for which the employee is qualified. Re-employment shall be by order of seniority. Notice of recall will be given by certified mail to the last address given to the Board by an employee. A copy of the notice of recall will be given to the Association at the same time the notice is mailed to the employee. Probationary employees are not eligible for recall.

ARTICLE XIV POSITION VACANCIES

- A. All vacancies within the bargaining unit shall be posted in every building in RSU 1 for a period of seven (7) calendar days before the position is filled. In addition, employees who wish to be notified of vacancies during the summer months shall submit their request in writing to the Superintendent. This request shall include the address to which the notice shall be mailed. The Association Presidents will also be notified of any vacancies.
- B. The Board in its sole discretion has the right to select and employ applicants to fill any job vacancy in the unit. When considering applicants for any vacancy, the Superintendent shall consider the credentials, the total length of service in RSU 1 (including the former Bath, Phippsburg, and Woolwich school districts), building and staff needs of the administration and other relevant factors. Neither the Board nor the Superintendent shall be arbitrary or capricious in the selection of candidates to fill positions within the unit.

ARTICLE XV EVALUATION

- A. All formal monitoring or observation of the work or performance of an employee shall be conducted openly and with full knowledge of the employee.
1. Employees shall be evaluated annually by their appropriate administrator. Evaluations shall be completed no later than June 1st. The principal shall observe the employee prior to the evaluation. The evaluation shall be limited to the employee's performance of the duties enumerated in his/her job description.
 2. An employee shall be given a copy of any evaluation report prepared by his/her evaluator within five working days, and at least one day before any 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.

3. Any evaluation which is less than satisfactory must be accompanied by written specific recommendations for improvement.
 4. The employee shall have the right to submit a written response to his/her evaluation, which shall be attached to the evaluation and placed in his/her personnel file.
- B. Any written or oral complaints regarding an employee which may be made to any member of the administration or the Board of Directors by a parent, student, or other person which are used in any manner in evaluating an employee shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaints, and shall have the right to be represented by the Association at the meetings or conferences regarding such complaints. In the event that a complaint is unfounded, any documentation shall be destroyed.

ARTICLE XVI PROFESSIONAL DEVELOPMENT

A. Technical Training:

On staff development days that occur during the school year, a minimum of **nine (9)** hours of pertinent technical training or staff development shall be offered by the Board for all educational technicians. Should an educational technician not be required to attend the training or staff development, that individual will have the opportunity to work for **nine (9)** hours during the school year. Unless the training is mandated by the system, each educational technician shall have the option of attending the training, working, or opting not to work during those staff development days. It is anticipated that approximately half of the training/development hours will be offered on the in-service days just prior to the first day of school for students and the other half shall be offered at a convenient time during the school year. Secretaries may receive two (2) professional leave days at the supervisor's discretion.

B. Tuition Reimbursement:

Any program of staff development will be directly related to the goals and objectives of RSU 1.

1. Each employee shall be entitled to reimbursement for up to 9 credit hours per contract year at the actual cost of the credit hours plus any registration fees, studio fees, laboratory fees, books, and supplies not to exceed the cost of 9 University of Maine credit hours.
2. All credits must be approved prior to registration by the Superintendent of Schools.
3. Reimbursement shall be made to the employee upon presentation of receipts and proof of completion of credits to the Superintendent of Schools. A grade of B- or better is required for course reimbursement.

If requested, tuition costs will be paid by RSU 1 at the time of enrollment. The bargaining unit member must present a detailed invoice showing tuition amounts and related fees from the college or university. Failure to provide evidence of successful completion of the course, as defined above, will result in the bargaining unit member reimbursing RSU 1, either in a lump sum payment, or upon a schedule agreed to by the Superintendent, or by automatic withdrawal from the bargaining unit member's paycheck over ten (10) pay periods.

ARTICLE XVII FRINGE BENEFITS

A. Sick Leave

1. For purpose of this Section, sick leave with pay shall mean any non-service connected sickness or disability which renders an employee unable to perform the duties of their employment. Employees who find they must stay at home to attend to a sick family member may report their absence as "family sick" rather than "sick." Up to ten (10) family sick days can be charged annually against the employee's accumulated sick leave. The ten-day limit may be extended upon the Superintendent's approval.
2. Sick leave with pay shall apply as follows:
 - Year round employees **12** days per year to a maximum accumulation of 180 days.
 - School year employees **10** days per year to a maximum accumulation of 180 days.
 - Up to two (2) days of sick leave may be used each year for any purpose, in no less than one hour increments to meet the statutory requirements of Maine Department of Labor 26 M.R.S.A. § 637.
 - In the event that the Legislature and/or the Maine Department of Labor determines that Maine Department of Labor 26 M.R.S.A. § 637 should not/does not apply to public school units, this provision shall expire at that time.
3. In cases of injury covered under the Workers' Compensation Act, an employee will receive from his or her accumulated sick leave the difference between the amount of his/her regular pay and the amount received as workers' compensation. The difference shall be charged on a prorated basis to the employee's accumulated sick leave and shall cease when the employee's sick leave is exhausted.
4. For death in the immediate family (spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, step-parents, step-children, aunt, uncle or significant other), an employee shall receive up to five (5) bereavement days. In case of an additional death, up to 5 days may be taken from accumulated sick leave.
5. The Board reserves the right to require the employee to produce a Doctor's certificate confirming the use of sick leave for leave taken in excess of five (5) consecutive work days.
6. In the event an employee is granted long-term disability benefits under the Maine State Retirement System, the employee shall resign from his/her position as of the date he/she first receives benefits from the Maine State Retirement System. If the Superintendent has reason to believe an employee may be suffering from a long-term disability, the employee may be required, at the District's expense, to undergo a medical examination from a doctor designated by the Superintendent. Nothing herein shall limit individuals' rights under applicable law.

B. Sick Leave Bank

The Board and the Association agree to maintain a sick leave bank, the purpose of which is to provide additional sick leave days for extended or catastrophic illnesses. The following terms and conditions shall apply:

1. To make an initial donation, an employee must submit written notice to the central business office. No new members will be accepted after October 1 in any school year. Any employee desiring to become a member of the sick leave bank shall donate two sick leave days to the bank by October 1st.

2. Once an employee becomes a member, he/she will donate one day each year, which will be automatically deducted from that employee's accumulated sick leave, unless the employee gives notice of withdrawal before October 1. When the total number of days in the bank is 250 or more on September 1 of any year, current members of the bank shall not donate any days for the subsequent school year, but new members must make initial contributions as provided above in order to join.
 3. Sick leave bank days may be withdrawn by current members of the bank once their accumulated sick leave has been exhausted and who are suffering from an extended or catastrophic illness. Any member desiring to draw on the bank shall submit the *Certification by Health Care Provider for Employee's Extended or Catastrophic Illness Application* to the Superintendent and the Association, verifying the medical condition. SEA leadership and the Superintendent will review the application to determine if the request meets the requirements for access to the Sick Bank. 'Catastrophic' shall be defined as: *an unanticipated situation which may have immediate or impending terminal results if left untreated*. 'Illness' shall be defined as: *an unhealthy condition of body or mind*. The use of sick leave bank days must be approved by both the SEA leadership and the Superintendent. Decisions shall be final.
 4. A maximum of ninety (90) days may be drawn from the bank by an individual during his/her service in RSU1. In extraordinary cases, the Association and the Superintendent may mutually agree to permit withdrawals in excess of these maximums.
- C. Any employee with a minimum of 15 years employment in RSU1 (inclusive of time employed in the former Bath, Phippsburg, and Woolwich school districts) who retires from RSU1 shall be paid out of accumulated sick leave at \$150 per day for school year employees and \$175 per day for year round employees for up to forty (40) days of unused sick leave.
- D. Dental Insurance
An employee may select and join the group dental insurance plan at the employee's expense through payroll deduction. Employees will be offered dental insurance at the time of hire, when a life changing event takes place, and during the company's open enrollment month. Currently the open enrollment month is January of each year.
- E. Health Insurance
1. An employee may select and join the group hospitalization plan provided by RSU1, currently Anthem Blue Cross/Blue Shield, through the Maine Educators Association Benefits Trust. Effective with the 2012-13 school year, domestic partners and their families as defined by Anthem Blue Cross, will be eligible for all medical insurance benefits.
 2. Employees may elect to receive health coverage equivalent to the Anthem Blue Cross/Blue Shield Choice plus Plan to be paid by the Board of Directors in an amount not to exceed the following:

<u>2021-2024:</u>	
Single Coverage	100% of the Choice Plus Premium
Adult w/children	91% of the Choice Plus Premium of the prior year
Two Person	91% of the Choice Plus Premium of the prior year
Family	91% of the Choice Plus Premium of the prior year
- Any unit member choosing the Standard MEA Health Plan will receive only the Choice Plus dollar amount toward their Standard Plan benefit.

An employee working at least 32.5 hours per week is considered full-time and eligible for health premiums as listed above. Part-time employees will have their health benefits prorated based on their employment contract.

Health Insurance premium will be deducted under the provisions of Section 125 of the Internal Revenue Code (Premium paid with pre-tax dollars).

3. Employees who opt for the Anthem Blue Cross / Blue Shield Standard Plan will assume 100% of the difference between the Board's Choice Plus contributions and the cost of the Standard Plan.

F. Insurance Premiums

In order to enable employees to use pre-tax dollars to pay dental and medical insurance premiums for which the employee is liable, dependent child care costs, and medical costs – including dental and eye care - the Board agrees to make available a Premium Conversion Plan, Dependent Care Reimbursement Account, and a Medical Expense Reimbursement Account, administered by Anthem Blue Cross/Blue Shield or other administrator. The Premium Conversion Plan, Dependent Care Reimbursement Account, and a Medical Expense Reimbursement Account, will be set up in conformity with, and will adhere to, the Provisions of Section 125 of the Internal Revenue Code.

ARTICLE XVIII MILITARY LEAVE

Employees who are members of the National Guard or the Military Reserve will be granted an unpaid leave of absence when ordered to active duty for training not to exceed seventeen (17) calendar days in any calendar year. During these seventeen (17) days, such employees shall accrue sick and annual leave during such periods of absence. All military duty must be authorized by the Board or under the provisions of the National Defense Act, or Armed Forces Reserve Act of 1952. Should military duty be extended by governmental order, the Superintendent is authorized to approve the extended leave.

ARTICLE XIX JURY AND WITNESS LEAVE

- A. Employees who are summoned to serve on a jury panel will be granted a leave of absence for the period of such service.
- B. Employees who are subpoenaed as witnesses in any criminal legal proceeding or any proceeding involving RSU 1, will be granted a leave of absence for the period of such service.
- C. The employee shall be reimbursed at a rate equal to the difference between their pay and fees received for such services.

ARTICLE XX PERSONAL LEAVES

- A. 1. Employees will be granted up to 3 personal leave days per year.
2. Personal leave may be taken for urgent personal business which shall be defined as religious, legal, business, a family matter, or any other reason that would justify a personal day which

cannot be conducted at a time other than school hours.

3. Employees shall request leave in-writing from the Principal at least 2 days prior to taking such leave, except in cases of emergency.
4. Personal leave days will not be granted on scheduled in-service days unless an emergency occurs or an event that cannot be rescheduled. Bargaining unit members requesting personal leave on an in-service day may be asked to meet with the Superintendent to determine if the request meets the requirement of section 2.
5. One (1) personal day per school year may be used for a snow day.
6. Employee personal leave may be used in no less than one hour increments to meet the statutory requirements of Maine Department of Labor 26 M.R.S.A. § 637.
 - In the event that the Legislature and/or the Maine Department of Labor determines that Maine Department of Labor 26 M.R.S.A. § 637 should not/does not apply to public school units, this provision shall expire at that time.

B. Parenting Leave

All unit members shall be entitled to use up to 30 days of accumulated sick leave to act as primary caregiver to a child within the first six (6) months of birth or adoption. The unit member is required to give as much notice as possible of his/her intention to take such leave. The sick leave bank cannot be used for parental leave.

Unit members may take leave consistent with the Board's policy on family medical leave, the federal Family and Medical Leave Act, and the Maine Family Medical Leave Act-- whichever is most advantageous to the unit member.

C. Other Unpaid Leaves:

1. Other extended leaves of absence up to one year may be granted by the Superintendent of Schools when requested at least twenty (20) days in advance. Such other extended leaves of absence shall be in writing setting forth the reasons for the leave and such leave shall not be unreasonably denied. In the event of an emergency, the twenty (20) days prior written notification may be waived. Unpaid leaves are without pay and without benefits.
2. Employees may request unpaid days, not extended in nature, and such requests should not be unreasonably denied.

ARTICLE XXI HOLIDAYS

A. The following days will be considered paid holidays if they fall within the employee's regular work year:

- Columbus Day
- New Year's Day
- Memorial Day
- Independence Day (for those employees who work up to Independence Day)
- Labor Day (for those school year employees that start work before Labor Day)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day plus one additional day to be taken either before or after Christmas Day
- Veteran's Day

- Martin Luther King Day
- Patriots Day
- Presidents Day

- B. Whenever any of the holidays above fall on a Saturday, the preceding Friday shall be observed as a holiday. Whenever any of the holidays listed above fall on a Sunday, the succeeding Monday shall be observed as a holiday.
- C. An employee who is regularly scheduled to work on a day designated as a holiday shall receive his/her regular hourly pay times the number of work hours regularly scheduled that day.
- D. Holiday pay is in lieu of other paid leave to which an employee might otherwise be entitled on the employee's holiday.
- E. An employee required to work on a holiday shall be entitled to a premium rate of one and one-half (1½) times the basic hourly straight time rate for each hour worked.

ARTICLE XXII VACATIONS

- A. Employees who work a 40 hour work week and a 52 week work year are entitled to earn paid vacations as follows:
1. One (1) week vacation after One (1) year of Employment in RSU 1 and in the local systems (Bath, Phippsburg, Woolwich) preceding the RSU 1 formation.
 2. Two (2) weeks vacation after Two (2) years of Employment in RSU 1 and in the local systems (Bath, Phippsburg, Woolwich) preceding the RSU 1 formation.
 3. Three (3) weeks vacation after Seven (7) years of Employment in RSU 1 and in the local systems (Bath, Phippsburg, Woolwich) Preceding the RSU 1 formation.
 4. Four (4) weeks vacation after Ten (10) years of Employment in RSU 1 and in the local systems (Bath, Phippsburg, Woolwich) preceding the RSU 1 formation.
- B. All requests to take vacation time shall be submitted by the employee to the appropriate supervisor as far in advance as possible and shall be subject to approval by the supervisor. Approval shall not be unreasonably withheld.
- C. Vacation time shall be recorded in one-half (1/2) day intervals.
- D. Vacation time will be taken only when school is not in session.

ARTICLE XXIII HEALTH AND SAFETY

- A. The Board shall institute and maintain all necessary precautions to guarantee every employee a safe and healthful workplace.
- B. 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.
- C. No employee shall be required to work under conditions which he/she in good faith believes exposes him/herself to an imminent danger of injury, death, or damage to his/her health. An employee who declines to work under such circumstances shall notify his/her supervisor as soon as possible.

D. The employees may exercise all their legal rights to obtain a safe and healthful workplace without threats, loss of pay or benefits, or reprisals of any kind.

1. No employee shall be required to administer or dispense any medication to a student, or perform any medical procedure upon a student, without advance written permission from the student's parent or legal guardian and the student's physician, and without specific written instructions from the employee's administrator.
2. No employee shall be required to administer or dispense any medication to a student, or perform any medical procedure upon a student, other than rendering emergency first aid, unless and until the Board:
 - a. Provides the employee with adequate training regarding the medication or medical procedure, and the proper supervision and follow-up of such medication administration or medical procedures to be performed.

E. The Board in its sole discretion may establish a system-wide ad hoc safety committee. Should such a committee be convened, at least one member of the bargaining unit shall be selected by the unit to serve as a member of the committee.

Whenever the Board determines that there is a need, it shall make appropriate training opportunities available to all bargaining unit employees in areas of health and/or safety.

ARTICLE XXIV PERSONAL WORK

No employee shall be required to perform personal services for his/her supervisor or for any other employee. Personal services are defined as providing support activities which are unrelated to the supervisor's or employee's position.

ARTICLE XXV WAGES

A. Employee shall be paid wages as specified in Appendix A - Wage Schedule.

B. Initial Placement on Wage Schedule

1. For the purposes of initial placement of new employees on the wage schedule, the Superintendent has the sole discretion in granting credit for prior work experience for determining that placement.
2. An employee who is employed prior to January 1 of a school year shall progress to the next step on the wage schedule on the following September 1, provided that there is no break in service, such as an unpaid leave, during that period.
3. Any employee who moves from one classification to another classification shall be placed on the same step in the new classification.
4. Educational technicians and secretaries will be paid bi-weekly during the term of their work year.

C. At the election of the employee, wages may be paid by direct deposit to one bank designated by the

employee. The RSU 1 Schools will complete direct deposits by the close of business on Wednesday for the bi-weekly payroll. Employees may at any time elect to discontinue direct deposit services. RSU 1 will not be responsible for any bank charges on employee accounts. It is the responsibility of the employee to see that the deposit is credited to his/her account before writing checks on that amount.

D. Longevity Pay – Employees shall receive an annual payment in accordance with the following scale. Longevity shall mean the length of service in RSU 1 and in the local districts (Bath, Woolwich, and Phippsburg). Payment shall be made during the second pay period in November.

- 10 years of service - \$350
- 15 years of service - \$450
- 20 years of service - \$750
- 25 years of service - \$850

E. Pay Averaging – School year employees shall be paid as earned during the school year or in twenty-six (26) equal installments. Employees shall make their election at 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 from the employee's wages for the pay period in which the additional work or loss of work occurred. School year employees hired mid-year shall have their averaged in proportion to the remaining work year. If, because of mid-year termination or severance, the amount an employee receives under this pay averaging system is more than the employee has earned, such overage shall be withheld from the employee's last paycheck. If the employee receives less than the employee's paid hours times his or her rate of pay under this pay averaging system, the Board will pay such underpayment to the employee in the employee's last check.

ARTICLE XXVI TRAVEL AND USE OF PERSONAL VEHICLE

Employees who use their personal vehicle for assigned business shall be reimbursed for such use at the I.R.S. rate of reimbursement. Employees attending conferences, meetings, and conventions, not including the MEA Representative Assembly or other local workshops when their attendance is previously approved by the Superintendent shall be reimbursed for meals, lodging, registration, and travel under the following schedule:

- (1) mileage at the current I.R.S. rate
- (2) meals up to \$40 per day
- (3) lodging up to \$100 per day

* Receipts must be provided for meals and lodging prior to reimbursement.

ARTICLE XXVII RETIREMENT

All new hires for Secretaries and Ed Tech Is in Maine public schools will fall under the social security retirement system. Ed Tech IIs and IIIs will fall under the Maine State Retirement System. Current staff members will remain under their existing retirement plan.

ARTICLE XXVIII
MISCELLANEOUS

A. Maintenance of Standards:

Conditions and benefits of employment of employees shall be maintained during the term of this Agreement at not less than the level in effect at the signing of this Agreement.

B. Severability:

In the event that any provision of this Agreement is found to be in conflict with any state, federal, or other applicable law, such law(s) shall prevail and such provision of the agreement shall be considered invalid and void. Such invalidity shall not affect the validity of remaining provisions of the Agreement which shall remain in full force and effect. Negotiation on the provision(s) found invalid shall commence within ten (10) days of a written request by either party.

C. Scope of Agreement:

This Agreement represents the entire understanding and agreement between the parties, and finally determines all matters of collective bargaining for its term. All matters not dealt with herein shall be treated as having been brought up and disposed of, and neither party shall be obligated to negotiate with the other during the term of this Agreement unless otherwise specified within this Agreement.

D. This Agreement shall be effective from September 1, 2021 to August 31, 2024. In the event that collective bargaining pursuant to MRSA Title 26 shall not have been successfully completed prior to the expiration date above, the parties hereto specifically agree that the grievance procedure under Article IX shall remain in full force and effect until a successor agreement shall have been negotiated.


This Agreement shall begin on September 1, 2021 and terminate on August 31, 2024. In witness whereof, the parties hereby execute their signatures.

For RSU1 Board of Directors: _____


Stephen August, Chair

Date: May 27, 2021

For Sagadahoc Education Association: _____


Kimberly Burgess, Chief Negotiator

Date: May 27, 2021

APPENDIX A

SAGADAHOC EDUCATION ASSOCIATION (ESP) WAGE SCHEDULE

2021-22 through 2023-24

ESP Salary Scale

% on Base - 3% year 1, 3% year 2, 3% year 3

Step	2021-2022				2022-2023				2023-2024			
	Educational Technicians			Secretary	Educational Technicians			Secretary	Educational Technicians			Secretary
	III	II	I		III	II	I		III	II	I	
0	21.06	17.70	13.99	19.08	21.69	18.23	14.41	19.65	22.34	18.78	14.84	20.24
1	21.59	18.14	14.48	19.56	22.23	18.69	14.91	20.14	22.90	19.25	15.36	20.75
2	22.12	18.58	14.97	20.04	22.77	19.15	15.41	20.63	23.46	19.72	15.88	21.26
3	22.65	19.02	15.46	20.52	23.31	19.61	15.91	21.12	24.02	20.19	16.40	21.77
4	23.18	19.46	15.95	21.00	23.85	20.07	16.41	21.61	24.58	20.66	16.92	22.28
5	23.71	19.90	16.44	21.48	24.39	20.53	16.91	22.10	25.14	21.13	17.44	22.79
6	24.24	20.34	16.93	21.96	24.93	20.99	17.41	22.59	25.70	21.60	17.96	23.30
7	24.77	20.78	17.42	22.44	25.47	21.45	17.91	23.08	26.26	22.07	18.48	23.81
8	25.30	21.22	17.91	22.92	26.01	21.91	18.41	23.57	26.82	22.54	19.00	24.32
9	25.83	21.66	18.40	23.40	26.55	22.37	18.91	24.06	27.38	23.01	19.52	24.83
10	26.36	22.10	18.89	23.88	27.09	22.83	19.41	24.55	27.94	23.48	20.04	25.34
11	26.89	22.54	19.38	24.36	27.63	23.29	19.91	25.04	28.50	23.95	20.56	25.85
12	27.42	22.98	19.87	24.84	28.17	23.75	20.41	25.53	29.06	24.42	21.08	26.36
13	27.95	23.42	20.36	25.32	28.71	24.21	20.91	26.02	29.62	24.89	21.60	26.87
14	28.48	23.86	20.85	25.80	29.25	24.67	21.41	26.51	30.18	25.36	22.12	27.38

% Inc over Prior Yr		1.0300	% Inc over Prior Yr		1.0300	% Inc over Prior Yr		1.0300
Increment on Each Base			Increment on Each Base			Increment on Each Base		
Ed Tech III	0.53	0.0250	Ed Tech III	0.54	0.0250	Ed Tech III	0.56	0.0250
Ed Tech II	0.44	0.0250	Ed Tech II	0.46	0.0250	Ed Tech II	0.47	0.0250
Ed Tech I	0.49	0.0350	Ed Tech I	0.50	0.0350	Ed Tech I	0.52	0.0350
Secretary	0.48	0.0250	Secretary	0.49	0.0250	Secretary	0.51	0.0250

APPENDIX B
SAGADAHOC EDUCATION ASSOCIATION (ESP)
GRIEVANCE FORM

Level: _____

Grievant: _____

Position: _____ School: _____

Contract Provisions Involved:

Date of Alleged Grievance: _____

Description of Grievance:

Remedy Requested:

Date: _____ Signed: _____

Date filed:

with Principal _____ with Board _____

with Superintendent _____ with Arbitrator _____

APPENDIX C

RSU 1 – SEA

Request for Sick Leave Bank

Certification by Health Care Provider for Employee's

Extended or Catastrophic Illness

A. For completion by RSU 1:

Employee name: _____

Employee's job title: _____

List of employee's essential job functions (or attach job description):

B. Instructions to the Employee:

You must give this form to your health care provider to complete so that you can return it to the Superintendent's Office prior to accessing the Sick Bank. It is important you return the form yourself. Do not request your health care provider to send the form directly to the Superintendent's Office.

C. Instructions to the Health Care Provider:

Your patient has requested leave from the district's sick bank for an "extended or catastrophic illness" which makes your patient "unable to return to work." 'Catastrophic' shall be defined as: *an unanticipated situation which may have immediate or impending terminal results if left untreated.* 'Illness' shall be defined as: *an unhealthy condition of body or mind.* Please answer, fully and completely, all applicable parts of this form. Several questions seek a response as to the duration of a condition or treatment. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Please be as specific as you can, and limit your responses to the condition for which the employee is seeking sick bank coverage. Please be sure to sign and date the form on the third page, and return it directly to the patient.

Provider's name and business address: _____

Type of practice / medical specialty: _____

Telephone: (____) ____-____ Fax: (____) ____-____

Part 1: Medical Facts

1. Approximate date condition commenced: _____

2. Probably duration of condition: _____

3. Was the patient admitted to an overnight stay in a hospital, hospice, or residential medical care facility? _____ No _____ Yes
If so, date of admission: _____

4. Date(s) you treated the patient for condition: _____

How often will the patient need to have treatment visits due to the condition?

5. Was the patient referred to other health care provider(s) for evaluations or treatment (e.g., physical therapist)? _____ No _____ Yes
If so, state the nature of such treatments and expected duration of treatment:

6. Is the employee unable to perform any of his/her job functions due to the condition? _____ No _____ Yes If so, identify the job functions the employee with reasonable accommodations is unable to perform:

7. Describe other medical facts, if any, relevant to the condition for which employee seeks to access the Sick Bank. (such medical facts could include symptoms, diagnosis, or any regimen of continued treatment): _____

Part 2: Amount of Leave Needed

Please estimate the beginning and ending dates for the period of incapacity: _____

Part 3: Additional Information

Part 4: Certification

As a medical or health care provider with knowledge necessary to make this determination, it is my opinion that the above employee has an extended or catastrophic illness which makes him/her unable to return to work as set forth above.

Signature of Health Care Provider

Date

Thank you for your assistance.

Please return this form to the patient as soon as possible.