

Edgecomb Eddy School Committee
And
Edgecomb Eddy Educational Support Professionals Association

Agreement
September 1, 2021 to August 31, 2024

Representative: Susan Fleck *susan fleck* 11 / 30 / 2021

Board Chair: Heather Sinclair *Heather M Sinclair* 12 / 03 / 2021

Superintendent: Robert Kahler *Robert Kahler* 12 / 06 / 2021

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PREAMBLE

Whereas, the Edgecomb Eddy School Committee (hereinafter referred to as “Board” or “Committee”) and the Edgecomb Eddy Educational Support Professionals Association/MEA/NEA (herein after referred to as “Association”) desire to maintain a constructive, cooperative and harmonious relationship; to promote effective learning and quality of work life towards the accomplishment of the missions of the School; and to establish an equitable and peaceful procedure for the resolution of differences; Therefore, this Agreement by and between the parties is entered into as of September 1, 2021.

ARTICLE I

RECOGNITION

Then Edgecomb Eddy School Board (hereinafter referred to as the “Board” or “Committee”) hereby recognize the Edgecomb Eddy Educational Support Professionals Association (MEA/NEA) (hereinafter referred to as the “Association”) as the exclusive bargaining agent, as defined under Municipal Public Employees Labor Relations Law, Title 26 M.R.S.A., §961 et seq., as amended, for all public employees as defined under Title 26 M.R.R.A., §962(6) in a bargaining unit consisting of the following positions employed by the Board:

Facilities:

- Maintenance/Custodian excluding the head custodian
- Bus Driver/ Custodian

Bus Driver

Educational Technicians:

- Ed Tech I
- Ed Tech II
- Ed Tech III

Administrative Assistant

ARTICLE II

SEVERABILITY

Should any provision of this Agreement be found to be contrary to law presently in effect and any law enacted throughout the duration of this agreement, then such provision shall be deemed null and void, however, all other provisions shall continue in full force and effect. Nor is anything contained in this collective bargaining agreement intended to deny access of either of both parties from pursuing other legal remedies available to them.

ARTICLE III

MANAGEMENT RIGHTS

1. Except as clearly and expressly limited by the specific terms of this Agreement, all rights, powers, discretion, authority and prerogatives of the Committee and Superintendent including, but not limited to, the right to manage and operate the schools, the right to hire, suspend, discharge, lay off and recall employees and maintain discipline, the right to assign work, to direct the work force, to create work rules and the right, in all other aspects, to carry out the ordinary and customary functions of management necessary for the control, supervision and direction of its staff, are retained by and shall remain exclusively vested in the Committee and Superintendent.
2. The Association recognizes that volunteer organizations and individuals may perform services in the schools that are a valuable and necessary contribution to the operation of the schools. The Board shall have the right to avail itself of such services so long as the normal scheduled hours of employees are not reduced as a result.

ARTICLE IV

ASSOCIATION RIGHTS

1. The Association may be permitted to transact official Association business on school property upon prior approval of the building administrator or Superintendent. Meetings shall not interfere with or interrupt normal school operations and shall not take place during the student school day.
2. The Association shall have the right to meet with newly hired employees without loss of pay for a minimum of 30 minutes at any new employee orientation or, if no orientation is held, at a mutually-agreed upon time within 10 days of hire.
3. With prior approval from the building principal or Superintendent, the Association may use school facilities and equipment at reasonable times for official Association business when such equipment is not otherwise in use. The Association may be asked by the Committee to pay for such usage per statute.
4. The Association recognizes that school computers are the property of the district and as such there is no expectation of privacy.
5. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during work hours in grievance proceedings, s/he shall suffer no loss in pay.

6. The Association shall have, in each building, the right to use a bulletin board in each faculty lounge.
7. The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary for official Association business..

ARTICLE V

EMPLOYEE RIGHTS

1. All Support Staff Employees hired by the Edgecomb Eddy School Committee shall serve a probationary period of twelve (12) calendar months from the date of hire.
2. No employee who has completed the probationary period shall be disciplined or discharged without just cause.
3. Whenever a unit member is called before an Administrator, Superintendent or the Board concerning any matter which could have an adverse effect on the unit member's continuation in position of employment, the unit member shall be entitled to prior notice of the reasons for the meeting and to have an Association representative present for advice and representation during such meeting. Both parties acknowledge that this clause guarantees representation, not a specific representative.
4. Complaints regarding an employee's performance made to any member of the Association and/or Board by a 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 a complaint and shall have the right to be represented at any meeting(s) or conference(s) regarding such complaint.
5. Complaints regarding a unit member shall be confidential as appropriate.

ARTICLE VI

JOB DESCRIPTIONS AND RECLASSIFICATION

1. Our mutual goal is that each employee shall be provided with a current written job description at the time of hire, which describes essential job responsibilities. When job descriptions are modified, job descriptions shall be provided to the employee and to the Association. The target date for completion of the job descriptions is August 1, 2022.

2. An employee reclassified to a higher job classification within an impact area, such as Education Technicians, 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.]

ARTICLE VII

GRIEVANCE PROCEDURE

Purpose

The purpose of this procedure is to secure, at the lowest level, solutions to disagreements or disputes over the meaning or application of this Agreement. Both parties agree that the grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Definitions

1. Grievance – A grievance is any dispute as to the meaning or application of the specific terms of this collective bargaining agreement.
2. Grievant – A grievant is any bargaining unit member, group of unit members, or the Association making a grievance claim
3. Days – Days shall mean workdays and summer workdays exclusive of Saturdays, Sundays, legal holidays, and storm days.

Time Limits

1. A formal grievance to be considered under this article must be filed within twenty (20) days of the date the grievant knew, or should have known, of the occurrence of the event or condition, giving rise to the grievance.
2. The number of days in any part of this article may be changed by written mutual agreement between the Superintendent and the Association.
3. A grievance will be deemed waived unless submitted in writing twenty (20) days after the aggrieved party knew or should have known of the events or conditions constituting the alleged grievance.

Informal Procedure

1. Both parties acknowledge the efficiency and effectiveness of resolving matters directly and informally whenever possible. Members are strongly encouraged to utilize the informal process as outlined in this article whenever possible. If a unit member feels that he/she may have a grievance, he/she or the association on the members behalf may first discuss the matter with his/her Principal/Supervisor in an attempt to resolve the grievance informally.
2. The unit member shall have the right to have representation from the Association or a person of his/her own choosing to assist him/her in efforts to resolve the grievance. Both parties acknowledge that this refers to representation, not to a particular representative.
3. The informal process puts the 20 day clock to file a formal grievance on hold - allowing time for the parties to find a mutually agreeable resolution. If the informal process is unsuccessful - either side may indicate so and the 20 day clock to file a formal grievance will pick up where it was when the request to meet informally was first filed (For example, if notice to discuss a potential grievance informally is filed 10 days after the event in question... the clock would stay at 10 throughout the informal process and then pick up at day 11 when either or both parties acknowledge that the matter could not be resolved informally.

Formal Procedure

1. Level I – Principal
 - a. If a grievant 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 immediate superior, specifying the articles and or clauses of the collective bargaining agreement alleged to have been violated. A grievance will be deemed waived unless submitted in writing twenty (20) days after the aggrieved party knew or should have known of the events or conditions constituting alleged grievances. An exception for the 20 days to file a formal grievance is described in informal grievance procedures #3 if an attempt to resolve the conflict informally is attempted.
 - c. The Principal/Supervisor shall, within ten (10) days after receipt of the written grievance, meet with the grievant for the purpose of resolving the grievance.
 - d. The Principal/Supervisor shall, within ten (10) days after the meeting, render his/her decision and the reasons therefore in writing to the grievant.

2. Level II – Superintendent of Schools

- a. If the grievant believes the remedies offered for his/her grievance at Level I still violate the collective bargaining agreement, he/she may, within ten (10) days' receipt of the decision, appeal his/her written grievance with the Superintendent of Schools. in writing, specifying the articles/clauses that were presented at level I that are being appealed and the reasons therefore. The grievance shall be deemed waived if the written appeal is not filed within 10 days of receipt of the level I decision.
- b. The Superintendent of Schools shall, within ten (10) days after receipt of the appeal, meet with the grievant for the purpose of resolving the grievance.
- c. The Superintendent shall, within ten (10) days after the meeting, render his/her decision and the reasons therefore in writing to the grievant:

3. Level III – School Committee

- a. If the grievant believes the remedies offered for his/her grievance at Level II continues to violate the collective bargaining agreement, he/she may, within ten (10) days after receipt of the decision, appeal his/her written grievance to the Board in writing specifying the articles and clauses presented at level II that are being appealed and the reasons therefore. A grievance will be deemed to have been waived if the written appeal is not filed within 10 days of receiving the level II decision.
- b. The School Committee shall meet with the aggrieved person for the purpose of reviewing the grievance within 30 calendar days after receipt of the aforementioned notice from the grievant.
- c. The Board shall, within ten (10) days after the meeting, render its decision and the reasons therefore in writing to the grievant.

4. Level 4 Contract Grievance Arbitration

- a. If the aggrieved person believes the remedies offered for his/her grievance at Level Three, he/she may, within ten (10) days after the board meeting, request in writing to the president of the Association that his/her grievance be submitted to arbitration. This request must cite the specific articles and clauses alleged to remain in violation despite the remedies offered at Level III.

- b. The Association shall, after the receipt of such request, formally determine if the grievance is found valid (should move forward to arbitration?). To therefore recommend such action, the Association will submit the grievance to arbitration by notifying the Board in writing within twenty (20) working days after the decision of the Board.
- c. The Superintendent of Schools and the Association, or their designees, shall within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall be called upon to use its procedures for the selection of the arbitrator and the conduct of the arbitration proceedings.
- d. The arbitrator selected shall confer promptly with the representatives of the Board and the Association to schedule the arbitration hearing.
- e. The costs of the services of the arbitrator shall be shared equally by the Board and the Association
- f. Any effort by the grievant, association, or the committee to invoke judicial or other statutory review of the issue at arbitration at any time after arbitration is invoked and prior to receipt of the arbiter's decision or withdrawal of the grievance prior to the arbitration hearing shall result in that party bearing the entire cost of the arbitration from start to finish.
- g. Just cause for discipline or discharge shall not be applicable to employees during their probation, nor shall a probationary employee be allowed to grieve or seek arbitration of such discipline or discharge.
- h. Nothing here is intended to abrogate the rights and privileges provided to the parties to this agreement by statute.

Rights of Unit Members to Representation

- 1. There shall be no reprisals against any participant in the grievance process.
- 2. A grievant may be represented at all levels of the formal grievance process by the Association or a person of the grievant's choosing. Both parties acknowledge that this clause refers to representation, not a specific representation. If the Association is not the grievant's representative, it shall have the right to be present at any level of the grievance procedure.

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 except for the final disposition of the grievance, which shall be placed in the grievants' personnel file.
2. All meetings conducted pursuant to this Article shall be conducted in private or in executive session, except as mutually agreed otherwise in writing by the parties.
3. Each formal grievance shall be submitted in writing in a form to be provided by the Board.

ARTICLE VIII **PROFESSIONAL DEVELOPMENT**

Both parties agree that any required professional development shall be covered by the district at no cost to the employee. The school district shall make available to each employee training that is directly related to the employee's work. This training shall include but shall not be limited to support attendance at district in service programs, conferences, seminars, and special project work on non-student days. Staff development activities funded under this section must meet Department of Education standards for education technician authorization renewal credits. Employees shall suffer no loss of pay as a result of such attendance and participation.

In addition, the School Board will budget an amount equal to 5 courses total for fiscal year 2022-23 and 8 courses total for the following years at UMaine in-state undergrad tuition for reimbursement of course work or work toward a job related certification. Courses must be preapproved by the Principal/Supervisor and Superintendent and will be reimbursed upon proof of successful completion. Courses will be on a first come basis (one round at a time) until funds are depleted.

Employees will be reimbursed for up to three (3) three (3) credit courses or equivalent in any given year at the University of Maine undergraduate rate or actual tuition rate whichever is less.

At the request of the employee and upon approval, the School Board shall pay for course work in advance. The employee shall be expected to demonstrate that they have successfully completed the course within one (1) month of the course completion. If the employee did not successfully complete the course, then the cost of the course(s) will be deducted from the employee's regular pay in no fewer than five (5) pay periods, unless fewer than five pay periods remain in the fiscal year.

If the employee resigns prior to the completion of the course(s) and the course has been prepaid, the School Board will deduct the cost of the course from the employee's pay prior to the employee's departure.

ARTICLE IX

WORK YEAR, WORK WEEK, WORK DAY, OVERTIME, CALL-BACK

A. Definitions

Full-Time Employees	240+ days per year And 30 hours per week
School-Year Employees	175+ workdays per year And 30 hours per week
Part-time Employees	less than 30 hours per week

- B. The work week, work schedule and work year for each position/employee shall be established by the Committee and may be changed for bona fide program or financial reasons. The Work Year including paid holidays shall generally be as follows:

	Work Days	Holidays
Administrative Assistant	210 minimum*	9
Ed Techs	178** (match teacher PD days)	8
Bus Drivers	177	8
Custodians	200+ as identified in contract	9

The Superintendent will consult with the association regarding any combined positions or temporary grant funded positions to determine the appropriate number of work days and holidays.

* with up to 10 additional days for the administrative assistant in summer as needed and approved by the Principal or Superintendent.

- C. Vacation Time for year round staff five days per year.

D. Work Day – Minimum Hours

Custodians	8
Educational Technicians	7.5
Administrative Assistants	8

Employees who work more than 6 hours per day shall have a paid duty free lunch period of thirty (30) minutes.

E. Extra Work

The Board or designee shall distribute opportunities for extra work among qualified employees in the affected classification(s) on a consistent and rotating basis.

F. Overtime

Employees who work more than forty (40) hours per week, or 8 hours per day, shall be compensated for such time at one and one-half (1.5) time their hourly rate.

G. Defined Work Week

The work week shall be Saturday through Friday for the purpose of overtime and expectations.

H. Call-Back

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

ARTICLE X
PERSONNEL FILE

- A. The Office of the Superintendent shall maintain, for official school department purposes, one (1) personnel file for each employee. An employee shall be given a copy of all material prior to its being placed in the file and the employee shall have the opportunity to sign an acknowledgement of receipt. Anonymous and 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 his/her personnel file. This written response shall then be attached to the appropriate file material and placed in the file.

- B. An employee shall have the right to examine his/her file, upon written request to the Superintendent of Schools. The Superintendent of Schools or their designee shall be present during the review. The employee may elect to have a person of their choosing be present during the review.
- C. No person other than the employee, the School Board when acting as a collective body, the employee's administrator/supervisor, Superintendent, or designee, or as required by Statute, shall have access to the personnel files unless specific written authorization is granted by the employee.
- D. The employee may obtain copies of any material in the personnel file upon written request. Copies will be provided pursuant to state law.
- E. The contents of the personnel file shall be as prescribed by the law, or regulation.
- F. If a complaint, after an investigation by the appropriate administrator or designee, is determined to be unsubstantiated, the disposition shall be confidential and shall not be made public unless required by law.

ARTICLE XI

SENIORITY, LAYOFF, RECALL, SEVERANCE

A. Seniority

“Seniority” shall be an employee’s length of continuous regular service since the date of his/her most recent employment within Edgecomb.

B. Reduction in Force (RIF)

“Reduction in Force” (RIF) shall mean the discontinuance of employment of an employee for bona fide financial or program reasons.

C. 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 writing notice of the positions to be eliminated.

D. Impact Areas

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

- Maintenance / Custodian
- Bus Driver
- Ed Tech I
- Ed Tech II
- Ed. Tech III
- Administrative Assistant

In the event of a layoff, the employee whose position is to be eliminated may displace the employee with the least seniority in his/her impact area. A displaced employee may displace an employee in a lower impact area within the employee's classification or 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 qualified, in terms of experience authorization, and/or training, to provide the programs remaining, then the next least senior employee within the impact area may be terminated.

In the event of the elimination of a part time position, a part time employee whose contract would not otherwise be terminated may be required to choose between assuming a full time position or accepting a layoff.

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

E. 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 who decline an offer of recall within their classification within their impact area shall waive all rights to future recall.

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 will be offered recall to a vacant position in any other classification provided the employees are qualified in accordance with the Department of Education's rules and regulations and provided the laid off employee is qualified in accordance with the appropriate job description.

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.

F. 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 XII

POSITION VACANCIES

The Office of the Superintendent shall advertise job openings using the standard methods for openings. Job openings shall be posted for at least 5 days in each school office.

Bargaining Unit Employees with proper certification will be granted an interview upon the submission of letters of intent for the vacancy.

ARTICLE XIII

LEAVES

- A. Employees will be eligible to receive fifteen (15) days of sick leave a year, accumulative to a maximum of one hundred twenty (120) days.
- B. Up to five (5) earned paid leave/personal leave days (per year), and can be used for any reason. When possible, employees will provide five (5) days' notice for earned paid leave, including the number of hours the employee plans to take. Personal/Earned Paid Leave may be taken in 1 hour increments. Earned paid leave shall be approved by the Principal/Supervisor and shall be deducted from accumulated sick leave.

- C. Except in case of emergency, earned paid leave shall be requested at least a week in advance in order to provide time to find needed coverage.
- D. Up to five (5) days of bereavement leave (at regular work hours), will be provided upon request. All bereavement leave must be pre-approved by the Principal/Supervisor and shall not be unreasonably denied.
- E. Employees are entitled to 2 personal days. Personal days must be approved by the Principal/Supervisor and must be submitted at least a week in advance, barring an emergency, in order to provide the time to find needed coverage. Personal days will be deducted from accumulated sick leave.

ARTICLE XIV
SICK LEAVE BANK

- A. Whenever the Sick Leave Bank has less than 45 days, each support staff member covered by this agreement who desires to participate in the Sick Leave Bank, must contribute one (1) sick leave day to the bank if available.
- B. The maximum number of days to be held in the Sick Leave Bank is eighty (80) days except for the days contributed by new support staff members. If the school year begins with a balance of 80 days in the bank, only new participants will be required to contribute.
- C. Applications to the Sick Leave Bank will be made on a form supplied by the Superintendent's Office.
- D. A support staff member shall make an application to the Sick Leave Bank through the Sick Leave Bank Committee.
- E. The Sick Leave Bank Committee shall consist of:
 - a. Three (3) representatives from the Association
 - b. The Superintendent, or their designee; and
 - c. One (1) School Board member

- F. Any support staff member who does not become a member of the bank within one (1) month of initial employment as an employee in Edgecomb, thereafter shall not be eligible for participation in the bank except at the beginning of an open enrollment period of one (1) month at the beginning of the school year.
- G. A support staff member who wishes to join the bank during the open enrollment period shall contribute one (1) sick leave day into the bank and shall, in addition, contribute one (1) sick leave day per year, for each year he/she was eligible to be a member of the bank, but did not choose to be a member of the bank.
- H. New support staff members covered by this agreement may become members by contributing one (1) sick leave day to the Sick Leave Bank.
- I. A support staff member shall not be eligible to draw days from the Sick Leave Bank until his/her own sick leave is exhausted.
- J. Unused Sick Leave Bank days shall continue from year to year.

ARTICLE XV

HOLIDAYS

Legal Holidays: School year support staff will be paid their regular work hours for the following legal holidays:

Labor Day	Indigenous Peoples Day	Veteran's Day
Thanksgiving Day	Christmas Day	New Year's Day
Martin Luther King Jr. Day	Memorial Day	

Full time employees will receive July 4th in addition to the 8 holidays stated above.
An employee required to work on a holiday shall be entitled to the regular overtime rate.

ARTICLE XVI
INSURANCE/RETIREMENT

Health Insurance

- A. For school year employees, the Department shall cover the costs of health insurance premiums up to 100% of the MEA Choice Plus single coverage premium, or provide cash in lieu of \$100/month. Employees choosing to receive cash in lieu of insurance must provide documentation of insurance.
- B. For full year employees, the Department shall cover the costs of health insurance premiums up to 100% of the MEA Choice Plus single coverage premium if the employee selects single coverage, or 80% of the MEA Choice Plus dependent coverages if the employee selects one of the dependent coverages, or cash in lieu equal to 50% of the cost of coverage for MEA Choice Plus at the Single Subscriber rate. Employees choosing to receive cash in lieu of insurance must provide documentation of insurance.
- C. A premium conversion plan pursuant to section 125 of the rules and regulations of the Internal Revenue Service, which shall allow eligible employees to pay their share of health premiums with pre-tax dollars shall be provided.
- D. Employees shall have the option to contribute to a medical Flexible Spending Account plan, on a pre-tax basis through a salary reduction agreement, up to the annual maximum contributions limits set by the Internal Revenue Service.
- E. The Board will buy back up to thirty (30) days of accumulated paid leave upon retirement or death for those employees who have served at least 15 years of continuous service with Edgecomb who are in the Maine State Retirement System (MePers) or Social Security - but not both. The maximum number of days to be bought back will be 30.

ARTICLE XVII

EVALUATION

- A. It is the intent that all evaluations of an educator be conducted openly and with full knowledge of the employee.
- B. A written summative evaluation shall be completed by Certified Personnel on an annual basis. The evaluation shall be consistent with the recommendations of the Professional

Evaluation and Professional Growth (PEPG) process and Approved Board Policies on Evaluation.

- C. The employee is encouraged to respond to the contents of the evaluation. Any response, in writing, of the evaluation will be included in the employees personnel file along with the evaluation.
- D. It is expected that both the employee and the evaluator will sign a copy of the written evaluation before it is placed in the employees personnel file. However, if the employee refuses to sign their evaluation, the evaluator will notify the employee that the unsigned evaluation will be placed in their personnel file without their signature.

ARTICLE XVIII

ADMINISTRATION OF MEDICATION AND MEDICAL PROCEDURES

No employees shall be required to administer or dispense medication, either prescription or non-prescription, to students, or perform any medical procedures upon a student, without advance written permission from the student's parent or legal guardian and required training, except in an emergency.

At the beginning of each year the employee's supervisor and the school nurse shall provide the employee(s) with a written procedure to follow when assisting students' prescription needs. Employees shall be provided training for medical procedures as appropriate.

The Board shall hold each employee who administers medication or performs medical procedures harmless against any claims which may arise out of an omission occurring within the course or scope of employment to the extent of the Board's liability insurance policy or amounts established by the Maine Tort Claims Act, whichever is greater. This article does not hold harmless an employee who is found to be negligent in the performance of their duties.

ARTICLE XIX

PAYROLL DEDUCTION

The Board agrees to deduct, through payroll, Association membership dues to the Association and transmit such dues to the Association at least once each month. Requests for this deduction must be made by each individual Association member in writing to the Superintendent of Schools on or prior to October 1 of each school year. The annual dues shall be divided by the number of pay periods remaining in the fiscal year and this amount will be deducted equally from each payroll. The individual staff member and the Association shall indemnify and hold the Board harmless any and all claims arising out of the deductions of Association dues.

ARTICLE XX

COMPENSATION

The wages and differentials of all members of the bargaining unit are set forth in Appendices I which are attached to and made part of this Agreement.

Credit for prior like experience shall be granted. School related work shall receive one year credit for each year worked. Related work experience may be granted. Bus drivers with a Class B with endorsements P and S shall receive year for year credit for prior bus experience.

An employee hired prior to January 15th of any year covered by this Agreement will receive credit for one year's experience on the salary scale.

Pay Averaging Option

School Year employees may elect the option of being paid "as earned" or have the option of having their pay averaged over 21 or 26 pay periods. Employees who are scheduled to work less than four (4) hours a day will be paid as earned. Central Office will notify all eligible employees about this option.

Adjustments for additional work or reduction in work from the employee's regularly scheduled workweek shall be made during each pay period. Any unpaid hours missed during a pay period ("unpaid leave") shall be deducted from the employee's paycheck for that period. Any extra hours worked during a pay period will be added to the paycheck for the pay period. If, because of mid-year termination or any other reason, the amount that the employee receives under this pay averaging system is more than the employee's paid hours multiplied by his/her hourly rate of pay, such overage will be withheld from the last check the employee receives. If such overage is not withheld, the employee shall pay such overage to the Board. If the employee receives less

than the employee's paid hours multiplied by his/her rate of pay under this pay averaging system, the Board will pay such underpayment to the employee in the employee's last paycheck.

Employees who work from July 1 to June 30 that elect to receive their pay over 21 or 26 pay periods must sign the individual's "Pay Averaging or Paid as Earned Option Sheet" and submit the form to the Superintendent's office by June 15th of each year. All other employees who elect to receive their pay over 21 or 26 pay periods must sign the individual's "Pay Averaging or Paid as Earned Option Sheet" and submit the form to the Superintendent's office by August 1st of each year. Employees hired during the school year may elect pay averaging within the first week of employment, provided such averaging is practical. Once an election is made, the employee cannot change his/her election until the annual election period.

Extra-Curricular Stipends

Employee participation in extra-curricular activities shall be voluntary and shall be in accordance with the stipends that appear in the school's teacher agreement.

ARTICLE XXI

DURATION

This Agreement shall be effective as of September 1, 2021, and shall continue in effect until August 31, 2024 . This Agreement supersedes and replaces any such contracts or other Agreements, which as of the date hereof are agreed to be no longer in force or effect.

For the Association

For the School Board

Appendices to follow:

Salary Scale

Grievance Forms

Sick Leave Bank Request

Edgecomb Eddy School

2021-2022	0	1	2	3	4	5	6	7	8	9	10
Tech I	\$16.26	\$16.59	\$16.92	\$17.26	\$17.60	\$17.95	\$18.31	\$18.68	\$19.05	\$19.43	\$19.82
Tech 2	\$16.76	\$17.10	\$17.44	\$17.79	\$18.14	\$18.50	\$18.87	\$19.25	\$19.64	\$20.03	\$20.43
Tech 3	\$17.10	\$17.44	\$17.79	\$18.15	\$18.51	\$18.88	\$19.26	\$19.64	\$20.04	\$20.44	\$20.84
admin assi:	\$19.10	\$19.48	\$19.87	\$20.27	\$20.67	\$21.09	\$21.51	\$21.94	\$22.38	\$22.83	\$23.28
Bus Driver	\$18.22	\$18.58	\$18.96	\$19.34	\$19.72	\$20.12	\$20.52	\$20.93	\$21.35	\$21.77	\$22.21
Custodian	\$17.00	\$17.34	\$17.69	\$18.04	\$18.40	\$18.77	\$19.14	\$19.53	\$19.92	\$20.32	\$20.72

2022-23	0	1	2	3	4	5	6	7	8	9	10
Tech I	\$16.50	\$16.83	\$17.17	\$17.51	\$17.86	\$18.22	\$18.59	\$18.96	\$19.34	\$19.72	\$20.12
Tech 2	\$17.01	\$17.35	\$17.70	\$18.05	\$18.41	\$18.78	\$19.16	\$19.54	\$19.93	\$20.33	\$20.74
Tech 3	\$17.36	\$17.70	\$18.06	\$18.42	\$18.79	\$19.16	\$19.55	\$19.94	\$20.34	\$20.74	\$21.16
admin ast	\$19.39	\$19.77	\$20.17	\$20.57	\$20.98	\$21.40	\$21.83	\$22.27	\$22.71	\$23.17	\$23.63
Bus Driver	\$18.49	\$18.86	\$19.24	\$19.63	\$20.02	\$20.42	\$20.83	\$21.24	\$21.67	\$22.10	\$22.54
Custodian	\$17.26	\$17.60	\$17.95	\$18.31	\$18.68	\$19.05	\$19.43	\$19.82	\$20.22	\$20.62	\$21.03

2023-24	0	1	2	3	4	5	6	7	8	9	10
Tech I	\$16.75	\$17.09	\$17.43	\$17.78	\$18.13	\$18.49	\$18.86	\$19.24	\$19.63	\$20.02	\$20.42
Tech 2	\$17.27	\$17.61	\$17.96	\$18.32	\$18.69	\$19.06	\$19.44	\$19.83	\$20.23	\$20.64	\$21.05
Tech 3	\$17.62	\$17.97	\$18.33	\$18.70	\$19.07	\$19.45	\$19.84	\$20.24	\$20.64	\$21.05	\$21.47
admin assi:	\$19.68	\$20.07	\$20.47	\$20.88	\$21.30	\$21.73	\$22.16	\$22.60	\$23.06	\$23.52	\$23.99
Bus Drivers	\$18.77	\$19.15	\$19.53	\$19.92	\$20.32	\$20.72	\$21.14	\$21.56	\$21.99	\$22.43	\$22.88
Custodian	\$17.51	\$17.86	\$18.22	\$18.59	\$18.96	\$19.34	\$19.72	\$20.12	\$20.52	\$20.93	\$21.35

Every Third Year of continuous employment each employee covered by this agreement will receive 35 cents added to their hourly wage.

Initial Placement on Salary Scale			Initial Placement on Salary Scale			Side Agreements	
	Group	Step				Linda Talbot*	
Amanda Scott	Tech III	0	Erica Landry	Tech III	8		2021 18.34
Dan Parrott	Tech III	0	Sue Fleck	Tech III	10		2022 18.98
Brooke Chaney	Tech III	0	Laurie Brown	Tech III	10		2023 on scale
Linda Talbot*	Tech III	4	Maureen Cooper**	Admin ast	10	Maureen Cooper	
Dave Morton	Driver	4	Kelsey Knoff	Driver	2	May continue with current	
Brogan Barter	Custodian	5				insurance benefits	

Grievance Form Level I

GRIEVANT: **SCHOOL:** **POSITION:**

Association Representative

Date Grievance Filed: **Date of alleged CBA violation:**

Administrator: **Administrator Representative**

State informal process used to attempt to resolve this issue before filing this grievance:

Specific Articles, Sections, and clauses alleged to have been violated:

Statement of Grievance: (Please reference the aforementioned Articles, Sections, and Clauses as appropriate throughout your statement).

Remedies Sought:

SIGNED: _____ **Date:** _____

Grievance Form Level II

GRIEVANT:

SCHOOL:

POSITION:

Association Representative

Date Grievance Filed:

Date of alleged CBA violation:

Superintendent:

Administrator Representative

Specific Articles, Sections, and clauses alleged to have been violated:

Statement of Grievance: (Please reference the aforementioned Articles, Sections, and Clauses as appropriate throughout your statement).

Remedies Sought:

SIGNED: _____

Date: _____

Grievance Form Level III

GRIEVANT:

SCHOOL:

POSITION:

Association Representative

Date Grievance Filed:

Date of alleged CBA violation:

School Committee:

Committee Representative

Specific Articles, Sections, and clauses alleged to have been violated:

Statement of Grievance: (Please reference the aforementioned Articles, Sections, and Clauses as appropriate throughout your statement).

Remedies Sought:

SIGNED: _____

Date: _____

Grievance Form Level IV

GRIEVANT:

SCHOOL:

POSITION:

Association Representative

Date Committee Response Received:

Date filed with Association for review:

The Association has reviewed this petition for referral to arbitration and has determined:

- **To file for arbitration on behalf of the grievant**
- **Date written notice provided to Superintendent***

or

- **To not file for arbitration on this matter**
- **Date written notice provided to Superintendent***

SIGNED: _____

Date: _____

**This form can serve as the written notice of intent to the Superintendent.*

Edgecomb Eddy School System / AOS 98
Superintendent of Schools

51 Emery Lane
Boothbay Harbor, ME 04538

REQUEST FOR SICK LEAVE BANK DAYS

Staff Member Requesting Sick Leave Bank Days _____

Reason: _____

The use of the days requires the following signatures:

_____ Member 1: _____

_____ Member 2: _____

_____ Member 3: _____

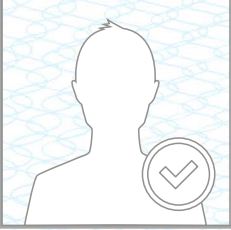

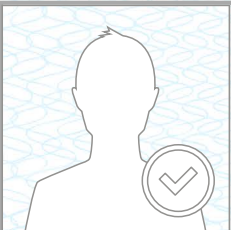

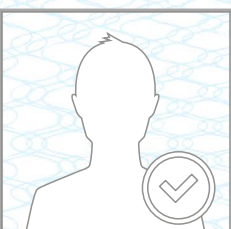

Superintendent or Designee: _____

School Board Member: _____

Signature Certificate

Document Ref.: IWAKM-KJJY4-O2TJC-TFQDF

Document signed by:

	susan fleck Verified E-mail: sfleck@aos98schools.org IP: 169.244.107.66 Date: 30 Nov 2021 12:51:52 UTC	
	Robert Kahler E-mail: rkahler@aos98schools.org Signed via link IP: 24.31.135.46 Date: 06 Dec 2021 14:08:43 UTC	
	Heather Sinclair E-mail: hsinclair@aos98schools.org Signed via link IP: 174.196.194.4 Date: 06 Dec 2021 17:01:31 UTC	

Document completed by all parties on:

06 Dec 2021 17:01:31 UTC

Page 1 of 1



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