

CONTRACT BETWEEN THE  
SANFORD SCHOOL COMMITTEE  
AND THE  
SANFORD FEDERATION OF TEACHERS -  
ADMINISTRATIVE ASSISTANTS UNIT

July 1, 2017 – June 30, 2020

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**PREAMBLE**

This Agreement, entered into this 5th day of February, 2018 by and between the Sanford Federation of Teachers - Administrative Assistants Unit and the Sanford School Committee (Committee). The Sanford School Committee agrees that the Sanford Federation of Teachers - Administrative Assistants Unit have the right to meet and negotiate in good faith with respect to wages, hours, working conditions, and contract grievance arbitration. In consideration of the following mutual covenants, it is here by agreed as follows:

**RECOGNITION**

The Sanford School Committee (Committee) recognizes the Sanford Federation of Teachers, Local 3711, American Federation of Teachers, AFL-CIO (Federation) as the sole and exclusive bargaining agent for the purposes of establishing wages, benefits, hours and all conditions of employment for all School Administrative Assistants. Excluded from this Agreement are the Central Office Administrative Support staff, and all temporary, seasonal or on call administrative assistants as defined under 26 MRSA 962. When the term administrative assistant or employee is used herein, it shall apply to all job classifications in the bargaining unit.

**ARTICLE I – ZIPPER CLAUSE**

This Contract is complete and covers all subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Contract only. No prior Contracts or understandings, oral or written, shall be controlling, or in any way affect the relations between the parties unless and until such agreements and understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Contract. All matters not dealt with herein shall be rated as having been brought up and disposed of and neither the Committee nor the Federation shall be under any obligation to discuss with the other any modifications or additions to this Contract which are to be effective during the term thereof. No change or modification of this Contract shall be binding on either the Committee or the Federation unless reduced to writing and executed by the respective duly authorized representatives.

**ARTICLE II – FEDERATION RIGHTS**

- A. The Federation and its representative shall have the privilege of using the school buildings for meetings subject to the approval of the building principal. Such approval shall not be unreasonably denied.
- B. Federation representatives shall have the right to conduct Federation business on school property, after proper notification to the building principal, provided the representatives do not interfere with the normal activities of the school and not in the presence of students.
- C. The Federation shall have the use of school facilities and equipment at reasonable term, provided that equipment is not otherwise in use, and the Federation supplies its own paper. Any direct cost will be borne by the Federation.
- D. Whenever any representative of the Federation or any employee is mutually scheduled by the parties to participate during work hours in negotiations, grievance proceedings, or any other activity related to the administration of this agreement, s/he shall suffer no loss in pay.

- E. The Committee agrees to make available to the Federation, in response to requests, all available information allowable under law relevant to negotiations and contract administration.
- F. The Federation shall have the right to place material dealing with the proper and legitimate business of the Federation in the e-mail or mailboxes of employees, provided that the materials handed out are not counter to this agreement. Said use shall not violate applicable postal service statutes or regulations.

**ARTICLE III – MANAGEMENT RIGHTS**

Except as otherwise provided for in this agreement, the Committee shall have, whether exercised or not, all of the rights, powers and authority vested in it by virtue of the statutes of the State of Maine and ordinances of the City of Sanford now or hereafter enacted including but not limited to the right to:

- A. Control the management and administration of the Sanford School Department.
- B. Hire, promote, transfer, retain, layoff and direct the employees within the Sanford School Department.
- C. Issue, modify and enforce rules and regulations that do not violate the terms of this Agreement.
- D. Determine the methods and means by which the Sanford School Department’s operations are to be conducted, as well as to assign hours and responsibilities, consistent with current job descriptions, to its employees.
- E. Exercise control and discretion over the Sanford School Department, its organization and the technology used to perform its work.
- F. Determine the standards of selection for employment and the standards of service to be offered by the Sanford School Department.
- G. Schedule the hours and days of work whether for emergency purposes or not.

Should it be necessary to amend this Contract, the School Committee’s negotiator and the Federation’s negotiators shall meet to attempt to reduce the amendment to writing. Before the amendment is placed in the Contract it shall be subject to the approval of both the School Committee and the Federation.

**ARTICLE IV – GRIEVANCE PROCEDURE**

A “grievance” shall be defined as any dispute arising between the parties as to the meaning, application, or violation of the specific terms of this agreement. “Days” shall mean working days except during the school vacation and recesses when days shall mean Monday through Friday excluding legal holidays. “Employee” shall mean any administrative assistant bargaining unit member or the Federation through its representative(s).

A. Procedure

1. Level One

- a. An employee shall present his/her grievance in writing to his/her principal, or appropriate administrator, within twenty five (25) calendar days of the date when the employee knew or should have known of the event, otherwise the grievance shall be deemed void and will not be subject to this grievance procedure.
- b. The principal or appropriate administrator shall, within five (5) days of receipt of the grievance, schedule and hold a meeting with the employee and/or his/her representative(s).
- c. The principal or appropriate administrator shall render his/her decision in writing within five (5) days of the meeting.

2. Level Two

- a. If the employee is not satisfied with the disposition of his/her grievance at level one, within five (5) days after the response at level one, the employee may request the Federation to submit the grievance in writing to the Superintendent.
- b. The Superintendent shall within five (5) days of receipt of the grievance schedule and hold a meeting with the employee and/or his/her representative(s).
- c. The Superintendent shall render his/her decision in writing within five (5) days of the meeting.

3. Level Three

- a. If the employee is not satisfied with the disposition of his/her grievance at level two, he/she, within three (3) days of the Level 2 decision may submit the grievance to the School Committee.
- b. The Committee shall schedule and hold a hearing with the employee and/or his/her representative(s) within ten (10) days of receipt of the grievance.
- c. The Committee shall render its decision in writing within five (5) days after the hearing.

4. Level Four

- a. If the Federation is not satisfied with the disposition of the grievance at level three, it may within three (3) days submit the grievance to arbitration by notifying the Committee in writing.
- b. Within twenty (20) days of receipt of such notice by the Committee, the parties shall mutually attempt to agree upon the name of an arbitrator. Absent mutual agreement upon an arbitrator, the Federation may, not later than thirty (30) days from receipt of the Committee's decision, request the American Arbitration Association to hear the

grievance and to provide a list of arbitrators in accordance with their current Rules of Procedure.

- c. The decisions of the arbitrator shall be final and binding on the parties. The arbitrator shall be without power or authority to add to, subtract from or modify the Contract.
- d. The costs of the services of the Arbitrator shall be borne equally by the Committee and the Federation.
- e. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest heretofore referred to in this grievance procedure.
- f. The time limits outlined in this procedure may be extended, in writing, by mutual consent of the two parties.

#### **ARTICLE V – ADMINISTRATIVE ASSISTANT RIGHTS**

No non-probationary employee shall receive a written reprimand, suspension or discharge without just cause. The Federation shall be notified of all disciplinary action and a Federation representative may be present when the action is administered. Discipline of an employee will be of a progressive nature: verbal warning, written reprimand, suspension and/or discharge.

#### **ARTICLE VI – WORK DAY/WEEK/YEAR**

- A. The normal work day for fulltime employees shall be seven and one half (7 1/2) hours per day, including two (2) paid fifteen (15) minute breaks, and a thirty (30) minute unpaid lunch. The normal workweek for fulltime employees shall be thirty-seven and one half (37 1/2) hours, Monday through Friday. The normal work year for fulltime employees shall be fifty-two (52) weeks. Fulltime employees shall also include those working at least 1,950 (equivalent of 37.5 hours per week for 52 weeks) hours per year.
- B. The normal workday for part-time employees shall be no more than seven and one half (7 1/2) and at least five (5) or more hours per day, with one (1) paid fifteen (15) minute break for every four (4) hours worked, and a thirty (30) minute unpaid lunch. The normal workweek for part-time employees shall be no less than twenty-five (25) hours but no more than thirty-seven and one half (37 1/2) hours, Monday through Friday. The normal work year for part-time employees shall be one hundred and eighty one (181) school days plus ten (10) additional days to be determined by the administrator of each building. Part-time employees shall also include those working at least 955 (equivalent of 5 hours per day for 191 days) hours per year but not exceeding 1,949 hours per year.
- C. Breaks and lunch shall be scheduled by the employee and his/her immediate supervisor.
- D. Employees may be required to work on Saturdays or Sundays if school days, lost due to inclement weather, must be made up thereon.

E. Part-time employees may, at the discretion of the Superintendent or his/her designee, work more than their regularly scheduled hours. In such instances, employees shall be compensated at their regular rate of pay, but shall not accrue benefits as if he/she were a full-time employee.

F. Overtime

1. In emergencies or when unusual circumstances warrant overtime work, the Superintendent or designee may prescribe a reasonable period of overtime work to meet operational needs. When an administrative assistant is authorized to work more than forty (40) hours in a workweek, he/she shall be compensated at a monetary rate of one and one-half (1.5) times the current hourly rate for each hour worked in excess of forty (40) hours. Alternatively, at the option of the employee, compensatory time may be received on a one-and-a-half-for-one basis. No overtime shall be worked by an employee without express prior written authorization of the Superintendent or designee.
2. Compensatory time accruals shall not exceed 120 hours. Once an administrative assistant has accrued 120 hours of compensatory time, the employee shall be paid for any overtime hours worked. Compensatory time shall be scheduled for use by the administrative assistant within a reasonable time so as not to disrupt the operations for the school department, but only with the express prior approval of the employee's principal or supervisor. In the event an employee severs employment with the School Department, he/she shall be paid for any accrued compensatory time.
3. For purposes of this Section, "hours worked" shall mean hours actually worked, excluding paid leave time.

G. Snow Days /Inclement Weather

1. In the event school is closed because of inclement weather and an employee does not report to work, full time employees may use a personal and/or vacation day so as to be paid for the day. Fulltime employees may use sick leave on days school is closed due to inclement weather when the employee, or a family member requiring the employee's care, is sick.

<b>ARTICLE VII – PROBATIONARY PERIOD</b>
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The probationary period for an administrative assistant shall be the first year of actual work in the Sanford Schools. During this time, the Superintendent may release this person without cause.

<b>ARTICLE VIII – PERSONNEL FILES</b>
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Employees shall have the right to review contents of their personnel file. With the approval of the employee involved, the Federation may have access to personnel files. No information, except routine material of a non-prejudicial nature, may be placed in a personnel file without the signature of the employee. The employee must sign such material upon receipt before it is placed in the file. The employee's signature indicates receipt of such material, not agreement therewith. The employee shall have the opportunity to respond in writing and have attached any documentation relating to information placed in the file within fifteen (15) school days of receipt of such material

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**ARTICLE IX – MILEAGE ALLOWANCE**

The committee agrees to reimburse employees using private vehicles at the committee's request at the maximum allowable rate under the Internal Revenue Service (IRS) by submitting a [mileage reimbursement form](#), available on the Department's website, within 60 days of incurrence of the expense.

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**ARTICLE X – LAYOFF AND RECALL****A. Seniority**

1. Two Seniority lists shall be established; one for part-time and one for fulltime administrative assistants. All employees covered by this Agreement with the most senior administrative assistant will be listed first. Seniority shall be based on the employee's latest day of hire in the Sanford School System except that when two or more employees have the same date of hire, the person having worked more hours as an administrative assistant in the Sanford School System shall be listed first.
2. Seniority shall be defined as the number of years, months and hours of employment in the Department, beginning with the latest date of hire.
3. Seniority shall include all paid and unpaid leaves of absence as set forth in this contract.
4. Date of hire shall be the date on which the employee actually started to work.

**B. Layoff**

1. Layoff shall mean the discontinuance of employment of any employee as the result of a position elimination for financial or programmatic reasons. In the event of a layoff, layoffs shall first be absorbed through attrition. Attrition means resignation, retirement or termination.
  - a. If attrition does not suffice to cover the layoffs, probationary employees shall be laid off first.
  - b. If further layoffs are necessary, all part-time employees shall be laid off second, and before any fulltime employees, based upon the seniority list described in A.1.
  - c. If after the layoff of all probationary and part-time administrative assistants, there is a need for additional layoffs, fulltime employees shall be released based upon the seniority list described in A.1.
2. Exceptions within the order of layoff as specified in B.1 above (Layoff), when required in individual cases, can be made by the Committee for good and justified causes, in which case, the following criteria shall be used: classification, training, experience, and performance evaluation.
3. An employee who is to be terminated due to a lay off shall receive written notice at least thirty (30) days prior to the effective date of layoff.



### C. Recall

1. A laid-off employee shall be eligible for recall for twelve (12) months from the effective date of the layoff.
2. Any administrative assistant who chooses to apply for a vacancy shall be considered for re-employment on the basis of the factors set forth in Section A (1), (2) and (3) above and meets the position qualifications. To be eligible for recall, an employee, within thirty (30) days after the effective date of layoff, shall submit his/her name and address in writing to the Superintendent to be placed on the recall list. Employees on the list shall be recalled by seniority, the most senior first. Notice of recall shall be effective if mailed to the address submitted by the employee with a copy to the Federation. The Superintendent must receive acceptance of recall within ten (10) calendar days after notification of recall is sent. Unless otherwise provided, all notices provided for in this Article must be in writing and sent certified US mail postage prepaid. The recall list shall be exhausted before any new employee is hired.
3. Administrative assistants re-employed within twelve (12) months of the effective date of layoff shall retain their seniority, wage rate and all benefits accumulated prior to the layoff.
4. The Federation shall be provided with a copy of the recall list. It shall be updated on a monthly basis if changes have been made thereto during the preceding month. If the Federation believes that the order of recall is incorrect, it must notify the Superintendent within ten (10) days of discovery.

## ARTICLE XI – HEALTH AND SAFETY

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.
- B. Time lost because of accidents occurring during work time shall not be deducted when computing length of service.
- C. Employees may be required to administer or dispense medication to a student or perform any medical procedure including emergency first aid upon a student. Employees shall be provided with adequate and appropriate medical training at the Committee's expense to perform such duties, and may refrain from performing tasks for which they have not received said training. Employees shall be indemnified and held harmless from any claims resulting from the administration of such medication or the performance of such medical procedures within the scope of duties on behalf of the School Department.

## ARTICLE XII – WAGES

- A. The salaries of all administrative assistants covered by this Contract are set forth in *Schedule A* which is attached hereto and made a part hereof.
- B. Employees with a hire date prior to January 1 of any given year shall receive step advancement as of the next contract year beginning July 1. If the anniversary date falls after January 1, the employee shall wait until the end of the next contract year.
- C. New hires shall be placed on the appropriate step of the wage scale on the attached *Schedule A*.

1. Employees with similar full-time administrative assistant experience will be credited for their years experience in that position on a one-to-one basis on the wage scale, as determined by the Superintendent, whose decision is final.
  2. Employees with current full-time non-administrative assistant experience in a school setting and who make a non-lateral transfer to the Sanford School Department will be credited for their years experience in that position on a two-to-one basis on the wage scale.
  3. Employees with no administrative assistant experience will be placed on “0 Years of Experience” of the wage scale.
- D. A \$500 longevity bonus shall be paid to employees who have twenty (20) years experience with the last fifteen (15) years continuously in Sanford in any position of at least 955 hours per year, and said longevity is paid as an additional \$0.26/hour as reflected in the column marked “Longevity” on *Schedule A*.
- E. A \$1,500 longevity bonus shall be paid to employees who have twenty-five (25) years experience with the last fifteen (15) years continuously in Sanford in any position of at least 955 hours per year, and said longevity is paid as an additional \$0.77/hour as reflected in the column marked “Longevity” on *Schedule A*. The \$1,500 longevity bonus *includes* the \$500 longevity payment earned after 20 years.
- F. A \$2,500 longevity bonus shall be paid to employees who have thirty (30) years of experience with the last fifteen (15) years continuously in Sanford in any position of at least 955 hours per year, and said longevity is paid as an additional \$1.28/hour as reflected in the column marked “Longevity” on *Schedule A*. The \$2,500 longevity bonus *includes* the \$1,500 longevity payment earned after 25 years.
- G. All employees shall receive their paycheck through Direct Deposit and the corresponding deposit stub shall be emailed to employees on a bi-weekly basis.

<b>ARTICLE XIII – VOLUNTARY TRANSFERS AND REASSIGNMENTS</b>
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- A. The Superintendent shall e-mail to the Federation and make available to the administrative assistants all known vacancies, including but not limited to transfer and promotional opportunities, as they occur.
- B. All positions shall be posted for five (5) business days prior to being filled and shall be sent to the Federation. Positioning shall delineate the duties of the position, rate of compensation, application process and minimum qualifications for the position.
- C. In filling vacancies, all non-probationary administrative assistants currently employed by the Committee shall receive preference on a seniority basis, as defined within “Layoff and Recall” above, provided they are qualified for the position.

<b>ARTICLE XIV – PAID LEAVES OF ABSENCE</b>
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- A. Paid leave time shall be deducted on an hourly basis in increments no smaller than one (1) hour.

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## B. Holidays

1. The following holidays shall be paid holidays:

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

2. Whenever any of the holidays listed above shall fall on Saturday or Sunday, the preceding Friday or succeeding Monday shall be observed as the holiday, provided school is not in session. If school is in session and the holiday is not observed, the employee shall be paid for the day. When a holiday falls within a vacation period, no vacation leave shall be charged for that holiday.
3. To be eligible for holiday pay under this Article, an employee must have worked the last regularly scheduled day before and the first regularly scheduled day after the holiday, unless the employee has taken such days off pursuant to the paid or unpaid leaves of absence language provided herein.

## C. Vacation

1. Full time employees shall be entitled to vacation as set forth below. A new employee's vacation time for the first year will be prorated based on the number of months they have worked for the sake of calculating available vacation time. Then, each year thereafter, July 1 becomes the contract anniversary date for calculating vacation time.
  - a. After completing one (1) year of service, one (1) week of vacation is earned and fully available on July 1;
  - b. After completing two (2) years of service, two (2) weeks of vacation is earned and fully available on July 1;
  - c. After completing six (6) years of service, three (3) weeks of vacation is earned and fully available on July 1;
  - d. After completing twelve (12) years of service, four (4) weeks of vacation is earned and fully available on July 1.
2. Part-time employees, who become fulltime employees, shall be entitled to vacation as set forth below:
  - a. After completing three (3) years of part time employment and becoming a fulltime employee, he/she will be entitled to one (1) week of vacation during their first year of employment.

- b. After completing six (6) years of part time employment and becoming a fulltime employee, he/she will be entitled to two (2) weeks of vacation during their first year of employment.
  - c. Part-time employees with more than six (6) years of employment and who become fulltime employees will be limited to two (2) weeks of vacation during their first year of employment.
  - d. Once part-time employees become fulltime employees, they are placed on the vacation schedule outlined in paragraph “C. Vacation” above. He/she will follow the vacation schedule for fulltime employees. However, he/she will not receive less time as outlined in “2.c” above.
3. Vacation shall be scheduled by the employee and his/her immediate supervisor so as not to interfere with normal work-flow requirements as determined by the Superintendent or designee. Employee requests for vacation leave shall be made in writing to his/her immediate supervisor and submitted for approval through ESS. Employee requests for vacation leave of more than one (1) week shall be made at least one (1) month in advance of the requested dates, where practicable. Employee requests for vacation leave of less than one (1) week shall be made at least one (1) day in advance of the requested date(s), where practicable.
  4. Up to five (5) unused days may be carried over to the next year. Under extenuating circumstances, additional unused days may be carried over at the discretion of the Superintendent or designee.

#### D. Sick Leave

1. Sick leave is to be used for illness or injury that prevents an employee from performing his/her duties. After 3 days sick leave usage in a pay period, the Department may request medical notes for the purposes of determining whether FMLA should be offered to the employee.
2. Any administrative assistant shall advise the Superintendent or designee of the use of any sick leave taken by 7:30 A.M. of the day of absence, where practicable. Employees unable to give such notice shall not be denied use of sick leave.
3. Fulltime employees shall be entitled to fifteen (15) days of sick leave per year credited on July 1 of each year, subject to a maximum accrual of one hundred fifty (150) days. Part-time employees shall be entitled to twelve (12) days of sick leave per year credited on July 1 of each year, subject to a maximum accrual of one hundred thirty (130) days.
4. The Committee shall provide a written statement for every employee at the beginning of each school year indicating the total number of accumulated sick days. Sick days may be used for disabilities due to pregnancy, child birth, and post-partum recovery provided a physician submits a request in writing stating the specified time needed. In such instances, the employee may not use more sick days than he/she has accumulated.
5. An employee may use up to seven (7) sick days to care for an ill family member; spouse, child, parent, in-law or sibling who requires his/her care. Employees may use more than seven (7) days with prior approval of his/her immediate supervisor.

6. If an employee does not use any sick days during the year, the employee shall have the choice of receiving \$250 or, in the alternative, may accumulate the unused sick days. If an employee has already accumulated the maximum allowed (150 days for fulltime employees or 130 days for part-time employees) the employee shall receive \$250.
7. In the event an employee is transferred, promoted or otherwise takes another position in the bargaining unit, s/he shall carry his/her accumulated sick days.
8. A sick leave bank shall be established for the benefit of the bargaining unit members and administrative team members who suffer non-work related catastrophic illness or catastrophic injury that requires absence from work for an extended period of time. Establishment, maintenance and eligibility for the bank is as follows:
  - a. Upon initial employment, employees shall have the option to donate two (2) days to join the bank on or before receipt of their second paycheck.
  - b. Participation in the bank shall be voluntary; however, to be eligible to withdraw days from the bank, bargaining unit members and administrative team members must have contributed days to the bank each time there is an opportunity to do so.
  - c. Each year (July 1<sup>st</sup>), the sick leave bank will carry-over days to a maximum of 400 days. Each year (July 1<sup>st</sup>), the sick bank will be replenished up to the maximum number (400) of days by new employees who wish to contribute to the bank. Any excess days contributed will be for the purpose of establishing membership in the bank.
  - d. In order to withdraw days from the bank, a physician's note from a doctor licensed to treat the diagnosed condition, indicating the condition and treatment, must be furnished to the Superintendent. This request will be reviewed by a committee consisting of two (2) members of the Federation and two (2) members of the Administrative team appointed by the School Committee. In the case of a tie vote, the School Committee will decide and their position shall prevail.
  - e. The withdrawing member must have a personal catastrophic illness or injury that prevents him/her from working.
  - f. The withdrawing member must have exhausted all personal leave.
  - g. The withdrawing member may apply for and be granted up to a total of forty (40) sick bank days.
9. Any administrative assistant who has worked ten (10) consecutive years for the Sanford Public School System and at the same time officially retires under the Maine State Retirement System or the Social Security System, shall be entitled to receive Forty-five (\$45.00) dollars per day for each day of unused sick leave while employed by the Sanford School Department to a maximum of 50% of the total accumulation allowed under this Article, "Paid Leaves of Absence, D. Sick Leave, 3."

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10. Any administrative assistant who has completed the following continuous years of service and who does not officially retire under the Maine State Retirement System or the Social Security System, shall be entitled to be paid unused sick leave, should that person resign, as follows:

- a. After 10 years of service, 30% of the accumulation under this Article “Paid Leaves of Absence, D. Sick Leave, 3.” at \$45.00 per day.
- b. After 15-19 years of service, 40% of the accumulation under Article “Paid Leaves of Absence, D. Sick Leave, 3.” at \$45.00 per day.
- c. After 20+ years of service, 50% of the accumulation under Article “Paid Leaves of Absence, D. Sick Leave, 3.” at \$45.00 per day.

#### E. Personal Leave

1. Employees shall be entitled to three (3) days leave of absence for personal business and such leave must be approved by the Superintendent or designee for any of the reasons set forth below:

- a. Medical appointment
- b. Legal business
- c. Wedding of children or graduation of spouse or children
- d. Birth of child for father
- e. Family emergency
- f. Personal business that cannot be scheduled another time
- g. Attendance/participation at an activity of the employee’s child or attendance at the employee’s child’s school
- h. Observance of a bona fide religious holiday

2. Personal days are not intended to be used for matters relating to recreation or secondary employment.

3. Personal days may not be used to start or extend a vacation period, subject to the Superintendent’s reservation of right to grant exceptions as may be warranted.

4. Notification in writing must be given to the direct supervisor or appropriate building principal forty-eight (48) hours before taking such leave day(s). In emergency situations, notification shall be given as soon as possible.

5. Any of the three (3) personal days that are not used will be converted to and accumulated as sick leave to the maximum allowed. In the event the employee does not use any sick leave days and sells them back to the Committee for the amount specified herein, the employee will receive the money for the sick days and be still be allowed to have the three (3) personal days credited to his/her sick leave accumulation maximum.

#### F. Bereavement Leave

- a. Employees shall be entitled to up to five (5) days of bereavement leave with pay in the event of the death of his/her spouse, child (including step or foster children), parents (including step, foster parents or in-laws), siblings, grandparents or grandchild.
- b. Employees shall be entitled to up to three (3) days of bereavement leave with pay in the event of the death of his/her other immediate family members (including those in the same household).

- c. Upon approval of the Superintendent, paid days may be granted in the event of a death of a significant other.
- G. Time, as provided by Maine Statute, will be granted for persons called into temporary active duty of any unit of the U.S. Reserves, the Maine National Guard, or the Maine State Guard, provided such obligations cannot be fulfilled on days when school is not in session. Employees shall be paid the net difference between his/her regular pay and that which s/he receives from the State or Federal government.
- H. Time required for appearance in any legal proceeding if the employee is required by law to attend if work related, or by subpoena if not work related, shall be compensated at the employee's regular rate of pay. The subpoena or other legal document directing the employee to appear shall be provided to the Superintendent or designee.

All administrative assistants shall be excused from work and given the time necessary if they are required by law to respond to a jury summons or serve as a juror, and shall be paid the difference between their regular rate of pay and jury duty pay. Employees shall promptly notify the Superintendent or designee upon receipt of such notice to serve and shall return to work promptly following completion or dismissal from jury duty.

## **ARTICLE XV – UNPAID LEAVES OF ABSENCE**

### A. Unpaid Leaves of Absence

1. The Superintendent may upon request grant unpaid leaves of absence for the reasons set forth below. Such requests shall not be unreasonably denied. Reasons for denial shall be provided in writing. The employee may appeal the decision of the Superintendent to the Committee. The decision of the Committee shall be final.
  - a. Personal reasons, up to one (1) year
  - b. Study/career advancement, up to one (1) year.
  - c. Child/family care, up to one (1) year.
2. The employee must make written request for any such leave to the Superintendent or designee at least one (1) month in advance of the date the leave is to begin where practicable.
3. Effort shall be made to reinstate the employee, upon return from such leave, to the position s/he held before having taken the leave. In the event it is impossible to return the employee to his/her original position, s/he shall be placed in a same or similar position provided s/he meets position qualifications.
4. Employees on unpaid leaves shall be allowed to participate in group insurance plans at their own expense provided the carrier so allows, and the employee submits payment to the Committee before the first of each month. Employees who fail to pay shall be dropped from the group insurance plan

## **ARTICLE XVI – PROFESSIONAL DEVELOPMENT**

- A. At the discretion and approval of the Superintendent or designee, educational and training opportunities may be offered to administrative assistants through the School Department or through outside sources. Employees will be eligible for full or partial reimbursement for costs incurred regarding such opportunities as determined by the Superintendent or designee, in advance of the training. The Committee shall continue its practice of allowing employees to attend courses or workshops offered through staff development, providing the funds are available.
- B. The Committee agrees to pay the tuition for courses, workshops or conferences the Committee requires the employee to take or attend. Employees shall be fully reimbursed for other expenses including but not limited to the cost of mileage, meals and/or accommodations with prior approval.
- C. In order to be eligible for reimbursement, the course, conference or workshop must have the prior approval of the Superintendent by submitting a [Course Approval and Reimbursement Form](#). Approval shall be based on whether the program is directly related to the duties to be performed by the administrative assistant. The decision of the Superintendent shall be final.

<b>ARTICLE XVII – INSURANCE PROTECTION</b>
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- A. All administrative assistants shall be covered by Worker’s Compensation Insurance, at the sole expense of the Committee, to provide benefits, as prescribed by Maine law, to employees injured in the course of employment. During any non-compensated waiting period, administrative assistants may elect to use available sick leave benefits; thereafter, worker’s compensation benefits received shall be exclusive.
- B. Medical Insurance
1. Fulltime administrative assistant, as defined previously to include those working year-round, shall, accordingly, receive health benefits year-round. Part-time administrative assistants, as previously defined to include those working the school year, as those shall receive health benefits year-round only if he/she prepays their share of the insurance premium for July and August by June 30<sup>th</sup>.
  2. The Committee agrees to provide single, two-person, adult with child/children, and full family medical insurance coverage, expressly excluding domestic partners and domestic partner’s children, providing benefit and service levels that are at least comparable to the Harvard Pilgrim HMO2 Plan. The Committee will pay the following cost of premiums for such coverage as follows:

<b>Plan Year</b>	<b>HMO2</b>	<b>HMO3</b>	<b>POS</b>
2017-2018	80%	90%	70%
2018-2019	75%	90%	65%
2019-2020	75%	90%	65%

3. The employee’s premium co-payment shall be on a pre-tax basis.



4. Employees who do not elect such coverage on an annual basis, will receive an annual allowance of six hundred dollars (\$600). This allowance will be paid in two semiannual installments, midyear and at the end of the school year provided the employee is still employed by the Committee and has not received insurance benefits from the school during that period. Payment of this allowance is contingent upon the employee providing the Superintendent with proof of medical insurance from another employer or group-sponsored plan annually.
5. If both spouses are employees of Sanford, and one employee declines such health insurance coverage, the Department will pay one hundred percent (100%) of the cost of HMO#3 premiums for a single, two person, adult with child/children or family plan for the spouse electing coverage. Such employees will not be eligible for the annual allowance in (5) above. If an employee husband-wife select a higher premium plan, the employee shall be responsible for the excess cost over 100% of the HMO3 coverage level selected.
6. Employees, at their option, may purchase dental and life insurance offered by the Committee at current group rates by payroll deduction.
7. Notwithstanding the provisions of this Article XVII – Insurance Protection, the following provisions shall be implemented:
  - a. Upon notification from the School Committee’s health insurance carrier that its insurance program will no longer be available, the Federation and the School Committee negotiators shall meet within ten (10) days to make a good faith effort to obtain another health insurance carrier.
  - b. If another health insurance program is obtained by the School Committee, the School Committee shall pay the same dollar amounts for monthly premiums as paid under the previous health plan until such time as the parties have negotiated a change, or, if the parties have not been able to negotiate a change and the Agreement has expired, the Board will pay the same dollar amount for monthly premiums as paid under the previous health plan plus up to ten (10) percent, while the parties continue to bargain.
  - c. If by the expiration date of the existing health insurance program, the School Committee and the Federation are unsuccessful in obtaining another health insurance program, the School Committee shall pay its share of the existing monthly premium to any participating employee and the payment shall continue until negotiated otherwise.

#### **ARTICLE XVIII – DUES CHECK-OFF**

- A. The Committee agrees to deduct, once each pay period, dues from the pay of those employees who individually request that such deductions be made by completing the [AFT Dues Withdrawal Form](#). The amounts to be deducted shall be certified to the committee by the Treasurer of the Federation, and the aggregated deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by the first of the succeeding month, after such deductions are made.
- B. The Federation will hold the Committee harmless from any disputes between the Federation and its members relative to the deduction of dues or the employer’s failure to deduct dues.

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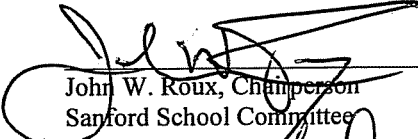
### ARTICLE XIX – MISCELLANEOUS PROVISIONS

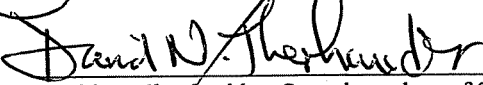
- A. This Agreement incorporates the entire understanding on all matters that were the subject of negotiations. During the life of this Agreement, neither party shall be required to negotiate, unless they agree otherwise, with respect to any matter covered by this Agreement. The parties will otherwise negotiate consistent with the requirements of the statutes of the State of Maine.
- B. In the event that any provision of this Agreement is found to be in conflict with any state, federal, or other applicable laws, such law(s) shall prevail and such provisions of the agreement shall be considered invalid and void. Such invalidity shall not affect the validity of the remaining provisions of this Agreement that shall remain in full force and effect.

### ARTICLE XX – DURATION OF CONTRACT

This contract shall take effect on July 1, 2017 and continue in full force and effect until June 30, 2020.

SANFORD SCHOOL COMMITTEE

  
John W. Roux, Chairperson  
Sanford School Committee

  
David N. Theoharides, Superintendent of Schools


**SFT Negotiations Team**

Steven Walker, SFT-AA Union President  
Nicholas Ericson SFT-AA, Union Negotiator  
Darlene Breton, SFT-AA, Member  
Diane Tapscott, SFT-AA, Member

**School Department Negotiations Team**

Jonathan Mapes, School Committee, Member  
Gwen Bedell Gadbois, Business Administrator

SANFORD FEDERATION OF TEACHERS

  
Steven Walker, Union President  
Sanford Federation of Teachers – Admin. Assts. Unit

<b>SCHEDULE A – WAGE SCALE</b>
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Step/Years Experience	2017-2018		2018-2019		2019-2020	
	2.5% Increase over 16/17		2% Increase Over 17/18		2% Increase Over 18/19	
	AA	AA Longevity	AA	AA Longevity	AA	AA Longevity
0	\$13.00	\$13.00	\$13.26	\$13.26	\$13.53	\$13.53
1	\$13.50	\$13.50	\$13.77	\$13.77	\$14.05	\$14.05
2	\$13.50	\$13.50	\$13.77	\$13.77	\$14.05	\$14.05
3	\$13.50	\$13.50	\$13.77	\$13.77	\$14.05	\$14.05
4	\$14.47	\$14.47	\$14.76	\$14.76	\$15.06	\$15.06
5	\$14.47	\$14.47	\$14.76	\$14.76	\$15.06	\$15.06
6	\$14.47	\$14.47	\$14.76	\$14.76	\$15.06	\$15.06
7	\$15.82	\$15.82	\$16.13	\$16.13	\$16.45	\$16.45
8	\$15.82	\$15.82	\$16.13	\$16.13	\$16.45	\$16.45
9	\$15.82	\$15.82	\$16.13	\$16.13	\$16.45	\$16.45
10	\$17.15	\$17.15	\$17.49	\$17.49	\$17.84	\$17.84
11	\$17.15	\$17.15	\$17.49	\$17.49	\$17.84	\$17.84
12	\$17.15	\$17.15	\$17.49	\$17.49	\$17.84	\$17.84
13	\$18.49	\$18.49	\$18.86	\$18.86	\$19.24	\$19.24
14	\$18.49	\$18.49	\$18.86	\$18.86	\$19.24	\$19.24
15	\$18.49	\$18.49	\$18.86	\$18.86	\$19.24	\$19.24
16	\$19.81	\$19.81	\$20.21	\$20.21	\$20.61	\$20.61
17	\$19.81	\$19.81	\$20.21	\$20.21	\$20.61	\$20.61
18	\$19.81	\$19.81	\$20.21	\$20.21	\$20.61	\$20.61
19	\$19.81	\$19.81	\$20.21	\$20.21	\$20.61	\$20.61
20	\$19.84	\$20.10	\$20.24	\$20.50	\$20.65	\$20.91
21	\$21.17	\$21.43	\$21.59	\$21.85	\$22.02	\$22.28
22	\$21.17	\$21.43	\$21.59	\$21.85	\$22.02	\$22.28
23	\$21.17	\$21.43	\$21.59	\$21.85	\$22.02	\$22.28
24	\$21.17	\$21.43	\$21.59	\$21.85	\$22.02	\$22.28
25	\$21.22	\$21.99	\$21.64	\$22.41	\$22.07	\$22.84
26	\$21.22	\$21.99	\$21.64	\$22.41	\$22.07	\$22.84
27	\$21.22	\$21.99	\$21.64	\$22.41	\$22.07	\$22.84
28	\$21.22	\$21.99	\$21.64	\$22.41	\$22.07	\$22.84
29	\$21.22	\$21.99	\$21.64	\$22.41	\$22.07	\$22.84
30	\$21.28	\$22.56	\$21.70	\$22.98	\$22.14	\$23.42

\* Longevity is awarded at Step 20, Step 25 and Step 30, for those employees who have at least fifteen (15) years of continuous service in Sanford in any position of at least 955 hours per year, as follows:

- A) \$500 longevity bonus at Step 20 (20 Years Experience) is included as an additional \$0.26/hr (A.A. with Longevity)
- B) \$1,500 longevity bonus at Step 25 (25 Years Experience) is included as an additional \$0.77/hr (A.A. with Longevity)
- C) \$2,500 longevity bonus at Step 30 (30 Years Experience) is included as an additional \$1.28/hr (A.A. with Longevity)