

AGREEMENT

BETWEEN THE  
BOARD OF DIRECTORS OF  
KENNEBEC INTRA DISTRICT SCHOOLS RSU #2  
(KIDS RSU #2)

AND THE

KENNEBEC INTRA DISTRICT SCHOOLS EDUCATION ASSOCIATION/MEA/NEA

Dresden/Hall-Dale/Monmouth/Richmond  
Educational Technician and Secretary

2019-2022

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## **ARTICLE 1 – RECOGNITION**

The KIDS RSU # 2 Board of Directors, hereafter referred to as the “Board,” recognizes the KIDS Education Association MEA/NEA, hereafter referred to as the “Association,” as the exclusive bargaining agent for employees who have been employed by the Board for more than six (6) months in the positions of School Secretaries, Administrative School Secretaries, Educational Technicians, including Library Media Technicians and IT Technicians and excluding all other employees of KIDS RSU # 2 including seasonal, temporary, and on-call employees.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

Except as clearly and expressly limited by the specific terms of this Agreement, all rights, powers, discretion, authority and prerogatives of the Board and Superintendent including, but not limited to, the right to manage and operate the schools, the right to hire, discharge for just cause, lay off and recall employees and maintain discipline, the right to assign work, to direct the work force, to create reasonable 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 Board and Superintendent.

## **ARTICLE 3 - JOB DESCRIPTIONS AND ASSIGNMENTS**

- A. Each employee shall be provided with a written job description, describing his/her job responsibilities. The Association President shall be provided with a copy of all job descriptions in the bargaining unit and copies of new job descriptions when positions are created in the unit or positions are modified requiring new job descriptions. The Board shall notify and, upon request, meet and consult with the Association regarding the creation or modification of job descriptions.
- B. The Board of Directors will be responsible for reviewing job descriptions with the administrators and the Superintendent. If requested, the Superintendent will meet annually with representatives from the Association, prior to February 1<sup>st</sup> of each year, to review job descriptions.
- C. In the event of an inappropriate initial placement or a significant change in duties, an employee may seek a reclassification using the following procedure:
  - 1. A written petition with supporting documentation must be filed with the immediate supervisor.
  - 2. Within ten (10) school days of receipt of the petition, the immediate supervisor will review the request and make a written recommendation to the Superintendent.
  - 3. Within ten (10) school days of receipt of the supervisor’s recommendation, the Superintendent shall review the request and, if necessary, meet with the petitioner.

4. The Superintendent shall provide a written decision to the employee with a copy to the Association. The Superintendent's decision shall be final.

D. In the event that the employee is dissatisfied with the Superintendent's decision referred to in subsection C (4) above regarding the classification of the employee's assigned duties, he/she may file a grievance pursuant to Article 7 (Wages) and Appendix A.

E. Rules and Procedures

Employees shall be given a copy of this Agreement, along with a copy of their job description. The employee shall sign an acknowledgement of receipt of his/her job description.

F. Probationary Period

In addition to the statutory six (6) month period required to be a public employee, each employee shall serve an additional probationary period of six (6) months, for a total period of one (1) year. Employment of probationary employees may be terminated at the discretion of the Board without recourse to Article 8. Employees will be notified on their one-year anniversary date, in writing, when the probationary period is completed.

G. Position Vacancies

Whenever a job opening occurs for a position within the bargaining unit, it shall be posted internally for a period of seven (7) days. Such posting shall be accomplished by placing notices on designated bulletin boards (including electronic) accessible to all employees, or by written notice to each employee. A notice shall be sent to the Association at the same time it is posted or mailed to each employee. The Board may advertise externally, if so desired. Qualified internal candidates shall be given an opportunity to meet with the appropriate administrator to express their desire for the vacant position.

H. An employee will be paid time and one-half pay after being required to substitute for a classroom teacher for three or more consecutive hours on two different occasions during the school year. The extra pay would start on the third occasion and only be in effect for the time they act in the role of substitute.

I. An involuntary transfer will only be considered if a necessary position went unexpectedly vacant or when specific services are necessary based on the needs of RSU #2 children. If all qualifications or skills are the same, the least senior employee will be subject to the involuntary transfer.

## ARTICLE 4 – LEAVES

### A. Holidays

Employees employed for the school year will be paid for the following holidays in the school year: Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day and the day after Thanksgiving Day; Martin Luther King, Jr. Day; and Memorial Day.

In addition to the above holidays, those who are also scheduled to work the week of the holiday shall also be paid for Patriot's Day, Christmas Day, Presidents' Day, New Year's Day and July 4<sup>th</sup>.

Any employee who works more than 1400 hours per year shall be paid for Christmas Day.

Employees must work their last scheduled work day or be on approved paid leave prior to, and their first scheduled work day immediately following the holiday in order to be eligible for holiday pay.

### B. Leave

Full-time employees will receive 13 sick days and 2 personal days each year available for use on the first working day of the school year. Less than full-time employees, and those hired after the first workday of the school year, will receive prorated sick and personal days. An employee is allowed to accumulate up to 120 sick days and 10 personal days.

Paid leave shall be granted in quarter hour increments subject to the following conditions:

1. Sick Leave must be necessitated by doctor's appointments, illness or physical incapacity of such a degree as to render the employee unable to perform the work of the assigned position or other work in the department or, in the event of illness in the immediate family, require the presence of the employee to care for the family member. Employees should make every effort to schedule doctor's appointments outside their normal work hours.
2. Personal leave is for business, which cannot be conducted outside work hours and may consist of:
  - a. Legitimate and necessary personal business.
  - b. Household business.
  - c. Family business.
  - d. Religious holidays.
  - e. Legal business matters, any of which require absence during work hours.

Personal leave shall not be used to extend a scheduled school vacation

period except to conduct personal business which cannot be conducted outside the work day and only with prior approval from the Superintendent. Personal leave must be requested using the appropriate form as soon as reasonably possible in advance, except in cases of emergency when such request is not possible. Personal leave shall not be used for recreational purposes, vacation or vacation-like activities, and other employment purposes.

3. Except in emergencies, sick leave must be reported by the employee to his/her immediate supervisor at least one (1) hour prior to the start of work.
4. In the event that the Superintendent has a reasonable basis for believing there is abuse of sick leave, the Superintendent shall have the right to request, at RSU #2's expense, a certificate from a medical doctor certifying that the employee's or employee's family member's condition is such that he or she is unable to work.

In cases of injury covered under the Workers' Compensation Act, an employee shall not receive double compensation under both the Board's sick leave policy and the Workers' Compensation Act.

5. Any employee who makes a false claim for paid leave shall be subject to immediate disciplinary action.

C. Severance

1. Following ten years of consecutive years of service in the RSU, including service with one or more of the districts that comprise RSU #2, the employee shall upon retirement through Maine PERS or upon death, receive severance pay equivalent to thirty (30) full days of unused leave based upon the pay of the final full year of employment. Employees must notify the Board prior to March 1 the year of retirement to be eligible for the severance pay the first pay period of the next fiscal year. Notifications after March 1 result in the severance being paid in the next fiscal year, but later than in the first pay period of the next fiscal year. The decision as to when the severance pay is dispersed will be at the discretion of the Superintendent who will also consider extenuating circumstances.
2. Upon involuntary termination resulting from position elimination or reduction in force, the employee shall receive severance pay equivalent to three (3) days' pay from his/her accumulated leave for each year of employment in the RSU, including service with one or more of the districts that comprise RSU #2, up to thirty (30) days of severance pay.

D. Sick Leave Bank

1. Purpose

The sick leave bank is designed to provide income protection for eligible employees who have exhausted all but three (3) of their personal leave and all of their sick leave for serious health conditions.

Sick leave bank days are not available for elective surgery that is not medically necessary, and employees who request such leave will use the form provided by the central office and attached as Appendix D, which shall include an affirmation by the employee that the requested leave complies with the terms of this Agreement.

Any employee receiving payments under the Worker's Compensation Act will be eligible for sick leave bank compensation only in such amount as will equal his/her regular compensation when added to the Worker's Compensation benefits.

2. Eligibility

- a. Membership in the sick leave bank is mandatory.
- b. Employees may not access the sick leave bank until they have depleted their accumulated sick leave days and all but three (3) of their personal days. If a sick leave bank request is approved, it shall be retroactive to the first day the employee is eligible.
- c. An employee is not eligible to request sick bank days during a school year if they have already used seventy-five (75) days from the sick bank that school year.
- d. All days donated to the sick bank become the property of the sick bank and may only be withdrawn in accordance with these contract provisions. Sick bank days cannot be withdrawn by individuals who leave the school system.
- e. Employees who may qualify for MainePERS disability retirement benefits have an affirmative duty to apply for such benefits as soon as possible. An employee must agree in writing that if he/she receives disability retirement, he/she will pay back sick leave bank days used after the effective date of the disability retirement.

3. Sick Leave Bank Days

- a. New employees will be required to submit one leave day to the sick bank upon initial hiring. Part-time employees' contributions will be pro-rated.

- b. If the sick leave bank drops below 50 days, all employees will contribute another day to replenish the bank. Employees will be informed of the deduction in their next direct deposit notification. The sick bank will be replenished within 30 days of it dropping below 50 days.
- c. Sick bank days may only be applied to cover actual workdays, and will not be granted for holidays, storm days, or any other days for which the employee might otherwise be paid.
- d. The Association President will be informed of the amount of sick bank days to begin each year by September 30<sup>th</sup>. The Association President will also be provided a summary at the end of the school year, no later than June 30<sup>th</sup>, of the amount of days used and which employees used these days.

4. Sick Leave Bank Administration and Requests

- a. The RSU #2 Human Resources Director shall administer the sick leave bank.
- b. Decisions about whether to grant sick leave bank days shall be based upon medical documentation.
- c. An employee must make requests for sick leave bank days in writing on the application form available in the central office and must provide medical documentation.
- d. Requests for sick leave bank days and all related medical information submitted to the RSU #2 shall be maintained in a confidential file separate from personnel files.

E. Unpaid Leaves

Unpaid leaves of absence may be granted when requested at least twenty (20) days in advance. Request for an unpaid leave of absence must be in writing setting forth the reason for the leave and such leave shall not be unreasonably denied. In the event of an emergency, the twenty days prior written notification shall be waived.

F. Bereavement

- 1. Not chargeable as sick leave.
- 2. Up to five (5) days absence from duties, with pay, is allowed for each death in the immediate household or member of the family.



3. Absence from duty, with pay, due to the funeral of a relative or very close friend is allowed at the discretion of the Superintendent.

**G. Jury Duty**

Notification must be made at least five (5) days before reporting date. Regular wages will be paid by RSU #2, and all court reimbursements must be turned in to RSU #2.

**H. Workshops/In-Service Training**

1. RSU #2 shall provide training as required by state regulations. Employees will be paid when attending workshops or in-service training programs required by the Board or approved by the Superintendent. Association representatives from each classification may suggest suitable workshop programs appropriate for their classification. Subject to advanced approval from the Superintendent, up to full reimbursement will be made for workshops and seminar registration fees that will enhance the employee's abilities to perform specific duties. Reimbursement will be made only after the employee presents evidence of attendance. For all other professional development activities (except reauthorization requirements) that are pre-approved by the responsible building administrator/director, or the superintendent, the Board agrees to reimburse up to \$8,000 annually (on a first-come, first-serve basis for all employees in the bargaining unit with no employee receiving more than \$500 in reimbursement annually unless there are no other pending requests as of January 31st).
2. RSU #2 shall provide a minimum of two (2) workshop/professional development days to all Educational Technicians each year. In the event RSU #2 chooses to provide more training, all employees of that classification must be provided training.

Exception: If training is needed for individual employees to meet a student's specific needs, that training may be provided on an individual basis.

Potential Summer Workshops: Employees will be given a two week notice and the workshop(s) will not occur earlier than five days before and after the start of the school year.

**I. School Closing**

When, because of emergency situations, it is necessary to open school late or close school early, but not so late or early as to require the day, or part thereof, to be made up, employees will be paid for actual hours worked. Employees may make up the time within the next two pay periods. Employees may also choose to use a portion of available personal leave. Employees shall not incur overtime when making up time. This may mean that the employee cannot make up all time within one week.

- J. Employees who work less than 20 hours per week shall not be entitled to language outlined in A, B, C or D.

#### ARTICLE 5 – BENEFITS

- A. Insurance Benefits for part-time employees will be prorated against defined full-time employment for school year and year-round employees.
- B. Employees who work 30 hours per week, or more, are eligible for full-time benefit status.
- C. Employees who work less than 30 hours but more than 20 hours per week shall be prorated against defined full-time employment for school year and year-round employees.
- D. Health Insurance

All eligible employees may select coverage under available MEABT plans (Choice Plus, Standard, Standard 500, or Standard 1000). Employees shall be responsible for the costs above the Board's contribution amount. The Board's contribution amount is as follows, based on Choice Plus premiums: for single coverage, 100%; for two-adult coverage, 77.2%; for adult with child or family coverage, 76.8%.

In no event will the Board's contribution amount exceed the actual cost of premiums for the employee's selected coverage.

1. Spouse eligibility requirements for the board's health plan shall apply to all employees in the bargaining unit. An employee is only eligible for board contributions towards spousal coverage under a two-adult or family coverage if his/her spouse is not eligible for employer paid group health insurance coverage through his/her employer or, if self employed, the business does not provide employer paid group health insurance for his or her employees. For the purpose of this provision, "eligible" shall mean access to employer paid group health insurance, regardless of the plan design or cost to the spouse, provided that the employer or self-employed person pays a portion of the spouse's/employee's health insurance premium. If the spouse has access to a health insurance plan that meets the above conditions and elect's compensation or another form of benefit in lieu of health insurance the spouse shall be ineligible for Board contributions for spousal coverage. Employees requesting health coverage for a spouse are required to complete a certification form upon enrollment in the Board's plan, and by September 15<sup>th</sup> each year thereafter, concerning their spouse's eligibility for health insurance. The Board may require further documentation as it deems appropriate.
2. Two full time employees of the RSU that are legal domestic partners shall have their health benefits covered 100% of MEA Choice Plus plans.

3. Employees shall have their contributions made on a pre-tax basis pursuant and subject to RSU #2's 125 Plan. Insurance deductions will be deducted for those "paid as earned," 21, or 26 pays to encompass amount due to entire contract year.

**E. Dental Insurance**

1. Full single coverage of the RSU #2 dental health insurance will be provided for all employees that do not have dental insurance elsewhere. Coverage will be based on Plan 4 to include ortho rider 3 of the Northeast Delta Dental Plan.
2. Employees who elect no health insurance may receive up to 100% full family dental insurance Plan 4, paid for by the RSU. If this plan includes ortho rider 3, the employee is responsible for the cost of the rider.

**F. Life Insurance (Secretaries only)**

The Board will pay 100% of the cost of term life insurance equal to \$30,000 for those secretaries who work thirty (30) hours or more per week. Employees who work less than thirty (30) but twenty (20) or more hours per week shall have the employer's contribution prorated. Employees who work less than twenty (20) hours per week shall receive no contribution from the employer. The employee is responsible for the cost of any dependent coverage or plan increase above \$30,000. This benefit shall be provided by Unum and the company's rules and restrictions shall apply. All employee contributions shall be paid through payroll deduction.

**ARTICLE 6 - WORK WEEK, WORK YEAR & WORK SCHEDULE**

- A.** Educational Technicians and Information Technicians will work the number of student days plus 3 workshop days for 7 hours per day.

School Secretaries will work the number of student days plus 5 workshop days during the school year, plus the 10 days before the first student day and the 10 days after the last student day for 8 hours per day.

Administrative Secretaries will work the number of student days plus 5 workshop days during the school year, plus the 15 days before the first student day and the 15 days after the last student day for 8 hours per day.

Modifications to alter/change non-student days will have to be mutually agreed upon with the site principal and the particular secretary.

The start and end time for an educational technician's workday will generally be determined by the building principal based upon program and student needs, although the

principal may give consideration to an employee's request for a flexible start and end time for his/her workday on a particular occasion or as an adjusted schedule. All of the above references to workdays are the days as scheduled at the beginning of the school year.

B.

Employee Category	Description
School Year Full-Time Employee	Regularly scheduled to work at least a thirty-five (35) hour week. Basic week is five (5) days. Normal work day is eight (8) hours for secretaries and seven (7) hours for ed techs and information technicians.
School Year Part-Time Employee	Regularly scheduled to work less than a thirty-five (35) hour week.
Temporary Employee	Those employees appointed to a position for a limited period of time, including replacements for employees on leaves, extended or otherwise. Temporary employees, in addition to seasonal and on-call employees, are not governed by this agreement.

- C. Employees working outside of regularly scheduled hours when directed by an authorized supervisor shall be paid.
- D. Overtime shall be paid at a rate of time and one half after the employee has completed a forty (40) hour week. For purposes of computing overtime, paid leave shall not be considered as time worked.

**ARTICLE 7 – WAGES**

A. Wage Schedule

Employees will be paid in accordance with the wage schedule attached as Appendix A.

B. Years of Experience

Step/Experience Credit increases will be granted only at the beginning of each defined contract year. An employee hired prior to January 15<sup>th</sup> of any year covered by this agreement will receive credit for one year's experience on the salary scale upon completion of the year. An employee hired on or after January 15<sup>th</sup> of any year covered by this contract shall receive no experience credit for that year.

C. Placement of New Employees on Grade Classification Sheet

For purposes of initial placement on the wage schedule, credit for equivalent documented job experience may be granted.

D. Reclassification

1. When an employee is assigned to work in a higher classification on a permanent basis, s/he will be placed on the appropriate step level as follows:
  - a. Find the appropriate step level closest to but not less than his / her current hourly rate.
  - b. Place step above step outlined in part a.
2. When an employee is temporarily reassigned and that assignment extends beyond (10) ten work days, the employee shall be placed on the appropriate step level based on years of relative experience. Once an employee has worked 11 consecutive days, the employee shall be paid at the higher rate retroactive to the first day of the temporary assignment.
3. An employee involuntarily reduced to a lower job classification, not as a result of job performance, shall maintain his/her current hourly wage and continue on their current pay scale/schedule.

E. Pay Averaging Option

School Year employees only may elect the option of being paid "as earned" or have the option of having their pay averaged over 21 or 26 pay periods as described below. Employees who are scheduled to work less than six (6) hours a day will be paid as earned.

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 pay 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 RSU #2. If the employee receives less than the employee's paid hours multiplied by his/her rate of pay under this pay averaging system, RSU #2 will pay such underpayment to the employee in the employee's last pay check.

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. For employees who elect the 21 pay-periods option, their first pay-

period will be the second payroll of the month of September.

### ARTICLE 8 - EMPLOYEE RIGHTS

- A. No non-probationary employee shall be disciplined, suspended or dismissed without just cause.
- B. Whenever an employee is called before a Principal/Director, the Superintendent or the Board concerning any matter which could have an adverse effect on the employee's continued employment, the employee shall receive prior verbal notice of the reasons for such meeting and the employee shall be entitled to have an Association representative present during such meeting. An employee may request an Association representative at any investigatory meeting that may reasonably result in discipline, provided that the meeting is not unreasonably delayed by such request.
- C. The Superintendent may place an employee on administrative leave pending charges. Administrative leave may be without pay when charges involve serious criminal activities or endangerment to the student body or staff, otherwise such leave shall be with pay. The employee may appeal his/her non-pay status to the Board.
- D. Disciplinary action which is less than suspension or discharge may only be grieved to the Board level of the grievance procedure. Disposition at the Board level shall be final and not subject to arbitration. In any arbitration properly invoked on the suspensions or dismissal of a non-probationary employee, the arbitrator shall be limited to determining only whether, on the evidence presented, the decision reached was not arbitrary, capricious, or without basis in fact.
- E. The parties recognize that complaints made against an employee need to be treated on an individual basis, taking into consideration the severity of the complaint, the due process interests of the employee, the interest of the students, and the need to conduct a fair investigation and the need to potentially coordinate with outside agency investigations.

Complaints that warrant investigation regarding an employee shall be called to the attention of the employee, except when such complaint involves a criminal matter and such disclosure would prejudice the investigation. The employee shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association at any meetings or conferences with the employee regarding such complaint. If any complaint results in disciplinary action, the employee shall be informed as to the identity of the complaining party, unless otherwise prohibited by law or court or government order.

- F. Personnel files for employees shall be maintained and, on request, made available to employees or their designated representative as provided by applicable law.

**G. Evaluations**

1. All monitoring or observations related to the formal evaluations of an employee shall be conducted openly. All formal evaluations will be conducted with the knowledge of the employee. Any written comments related to formal evaluations will be shared with the employee before being included in the employee's personnel file.
2. Employees shall be evaluated by administrators, before the end of each academic school year and the process to be fully completed.
3. The employee shall be given a copy of any evaluation and may request a conference to discuss it. No employee shall be required to sign a blank or incomplete evaluation form.
  - a. Evaluations shall include:
    - i. Strengths of the employee as evidenced.
    - ii. Areas of needed improvement (if applicable)
    - iii. Specific suggestions as to the measures which the employee may take to improve his/her performance in any areas of needed improvement

**ARTICLE 9 – LAYOFF AND RECALL**

**A. Seniority**

1. "Seniority" shall be the employee's length of continuous regular service since the date of his/her employment within RSU #2 and/or its predecessors. 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.
2. Seniority List – The Board shall establish a seniority list by job classification and impact area with the name and date of hire of each employee, and with the employee with the greatest seniority listed first. The Board shall issue the seniority list shall be brought up to date on November 1 of each year. Any disputes will be brought to the Superintendent's office no later than December 1.
3. Such seniority list(s) shall be posted in all areas where employees are employed. A copy of such list(s) shall be sent to the Association at the same time the list(s) are posted.

**B. Reduction in Force (RIF)**

1. Reduction in Force (RIF) shall mean the discontinuance of employment or a

reduction in hours of an employee for bona fide financial or program reasons.

2. For purposes of reduction in force, the following impact areas for each job shall be used:

(i)	Educational Technician I
(ii)	Educational Technician II
(iii)	Educational Technician III
(iv)	Media/Library Techs
(v)	IT Techs
(vi)	School Secretary
(vii)	Administrative School Secretary

3. 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 sub group or in any other impact area in which he/she has previously served, provided that the person to be displaced is less senior than the displacer.
4. A full-time employee shall not be required to displace a part-time employee but may displace the least senior full-time employee. Should a full-time employee accept a part-time position, as a result of a RIF, said employee shall be placed on the recall list for a full-time position.
5. A part-time employee will have the right to displace a least senior full-time employee.

**C. Notice**

1. An employee who is RIFed shall receive at least 60 calendar days written notice.
2. An employee who is RIFed for the upcoming school year will be notified by the last student day of the current year.
3. The Board agrees to consult with the Association prior to the RIF and shall make available to the Association all relevant information upon request.

**D. Recall**

1. 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. If the employee



does not keep the Board advised of his/her current address, they will be removed from the recall list.

2. The Board shall offer re-employment to employees on the recall list for all vacancies for which they are qualified. Re-employment shall be by reverse order of layoff. Notice of recall will be given in writing 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.
3. An employee who is reduced in force will remain on the recall list for two (2) years unless the employee:
  - a. waives recall rights in writing; or
  - b. resigns
4. Employees re-employed within two (2) years of the effective date of layoff shall retain their seniority and all benefits accumulated prior to layoff. An employee who is reemployed within two (2) years of the effective date of layoff shall be placed in the same wage step the employee was on as of the date of the layoff.

#### **ARTICLE 10 – MISCELLANEOUS**

##### **A. Course Reimbursement**

Subject to advance approval from the Superintendent, reimbursement will be made, in full, for course tuition, including Adult Education courses that will enhance the employee's abilities to perform their specific duties. Reimbursement will be made only after the employee presents evidence of attendance and successful completion. Reimbursement will not exceed six (6) credit hours per year at the University of Maine undergraduate rate or three (3) credit hours per year at the UMaine graduate rate. Such reimbursement shall be made to the employee within thirty (30) days subsequent to presentation to the Superintendent of receipts and/or proof of completed training or college credits. Additional undergraduate college courses may be awarded at the discretion of the Superintendent.

##### **B. Pre-Payment**

Employees must fill out a prepayment request and turn it in to the Superintendent for approval with all supporting documentation including invoice and course description. Employees electing third party billing or advanced payment must reimburse RSU #2 the amount of payment made on behalf of the employee in the event the employee fails to complete the course and/or does not receive a course grade of B or better. The employee must submit to the Superintendent's office proof of successful course completion and grade within thirty days of course completion. Any reimbursement owed to RSU #2, and not paid by the employee within 30 days, shall be made by payroll deductions.

C. Job Sharing

Job Sharing arrangements shall be subject to Board approval and may be discontinued by the Board upon advanced written notice. Benefits for employees who "job share" will be on a prorated basis.

D. Use of Personal Vehicle

Employees will receive gas mileage at the State of Maine rate when their vehicles are used for RSU #2 business. Prior approval is required for all such vehicle usage. Approved mileage must be submitted for reimbursement monthly and must not overlap fiscal years.

E. Extra/Co-Curricular Positions

1. For the duration of the Agreement, the Board shall maintain compensation for extra-curricular positions held by employees at an amount not less than the amount paid to the teachers for extra-curricular positions.
2. Hourly coaches will be paid at the minimum hourly wage and at a weighted OT rate for all hours over 40. Any unused compensation will be paid in the last installment for each extra-curricular activity.
3. Time sheets for all extra/co-curricular must be completed and submitted to the Central Office on a weekly basis and separate from the employee's regular time sheet.

**ARTICLE 11 - EMBODIMENT OF AGREEMENT**

This Agreement incorporates the entire understanding on all matters which were the subject of negotiations. During this Agreement, neither party shall be required to negotiate with respect to any such matter covered by this Agreement.

**ARTICLE 12 – SEVERABILITY**

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 which shall remain in full force and effect.

**ARTICLE 13 - UNIT WORK**

The Board reserves the right to continue to employ outside contractors for work requiring specialized skills or licensing (such as temporary employment services, exterior educational services, etc., but not limited to these listed specialists) or obtain equipment or technology not available within RSU #2, provided it will not result in the reduction in hours or the layoff of an

employee who may be qualified and capable of performing such work or specialty. In addition, it is understood that the Board shall be allowed to continue its current practice of permitting volunteers and/or non bargaining unit members to perform spare or temporary work.

For the duration of this Agreement, the Board agrees that subcontracting bargaining unit work shall not cause the discharge or layoff of any member of the bargaining unit. In the event that the Board decides to subcontract for the subsequent bargaining unit work at the termination of this Agreement, it shall notify the Association at least six months prior to the termination date and shall meet and consult with the Association to discuss the advantages and disadvantages of subcontracting bargaining unit work.

#### **ARTICLE 14 - GRIEVANCE PROCEDURE**

##### **A. Purpose**

The purpose of this procedure is to provide for resolution of 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.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and provided the Association has been given an opportunity to be present at any adjustment.

##### **B. Definitions**

1. A "grievance" is an alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. The "aggrieved" is a member of the bargaining unit (as defined in Article 1) or the Association.
3. A "party in interest" is the employee or employees 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, excepting as provided in C-2 below.

##### **C. Time Limits**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum. The time limits specified may, however, be extended by mutual written agreement.
2. Between the end of one school year and the beginning of the next school year, the

time limits set forth herein shall refer to regular weekdays, Monday through Friday, excepting legal holidays.

**D. Informal Procedure**

If an employee feels that he/she may have a grievance, he/she is strongly encouraged to discuss the matter with the Administrator responsible for the act which resulted in the grievance in an effort to resolve the problem informally. If the employee is not comfortable discussing the matter with the Administrator responsible for the act, the employee may discuss the matter with the RSU #2 Human Resources Director. An Association representative may be present.

**E. Formal Procedure**

**1. Level One - School Principal**

- a. If an aggrieved person is not satisfied with the outcome of informal procedures, or if he/she has elected not to utilize them, he/she may present his/her claim as a formal grievance, in writing, to his/her Principal or HR Director or another appropriate administrator. A grievance will be deemed waived unless submitted in writing twenty-five (25) days after the aggrieved party first knew, or should have known, of the events or conditions constituting the alleged grievance.
- b. The Principal shall, within ten (10) days after receipt of the written grievance, render his/her decision and the reasons therefore, in writing, to the aggrieved person, with a copy to the President of the Association.

**2. Level Two – Superintendent**

- a. If the aggrieved is not satisfied with the resolution at Level One (if the grievance was appropriately lodged at this level), or if no answer is received, he/she may, within five (5) days, submit it to the Superintendent at Level Two.
- b. The Superintendent shall schedule a meeting within three (3) days to occur within ten (10) days of receipt of the grievance, to meet with the aggrieved party for the purpose of resolving the grievance. Representatives of the Association may be present.
- c. The Superintendent shall, within ten (10) days after the meeting, render his/her decision and the reasons therefore, in writing, to the aggrieved person, with a copy to the President of the Association.

3. Level Three - Board Of Directors

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

4. Level Four - Impartial Arbitration

- a. If the Association is not satisfied with the disposition of the grievance at Level Three, the Association may, within ten (10) days, submit the grievance to arbitration by so notifying the Superintendent in writing.
- b. The Board Chair or designee and the President of the Association or designee shall, within ten (10) 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 ten (10) days, they shall request the American Arbitration Association to utilize its rules and procedures for the selection of an arbitrator.
- c. The arbitrator selected shall confer promptly with the Board, representatives of the Association, and the arbitrator shall review the record of the prior meetings and shall hold such meetings with the aggrieved person and other parties in interest, as he/she shall deem requisite.
- d. The arbitrator shall, as soon as practicable after his selection, render his decision, in writing, to the parties in interest, setting forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement, and shall confine any decision to the meaning of the specific written contract provision which gives rise to the dispute. The arbitrator shall be without power to make any decision which is contrary to law, interferes with the statutory duties of the Board, or violates the terms of this Agreement. The arbitrator's decision will be binding, subject to judicial review.
- e. The cost of the services of the arbitrator shall be borne equally by the Board and the Association consistent with the state statutes.

F. Other

1. Forms - Forms for filing and processing grievances shall be prepared by the Superintendent, with the approval of the Association, and made available to the Association President, so as to facilitate operation of the grievance procedure.
2. Meetings - All meetings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this grievance procedure.

**ARTICLE 15 - UNION SECURITY**

The Board recognizes its obligation to meet with the Association for the purpose of collective bargaining in accordance with Maine Law Chapter 9-A of Title 26 as amended.

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

Dues will be deducted from the salary of members of the Association who so authorized, in writing, and be transmitted to the Association. The Association agrees to fully indemnify, defend and hold the Board harmless from any claim or suit of any nature arising out of or in connection with any deduction pursuant to the Article.

The Board agrees to notify the Association in writing of the name, address, job classification, and date of employment, or termination of employment, of all persons covered under this Agreement within a reasonable period of time of their employment or termination.

**ARTICLE 16 - TERM OF AGREEMENT**

The term of this Agreement shall become effective as of **July 1, 2019**, and shall expire on **June 30, 2022**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, **2019**

BOARD OF DIRECTORS/KIDS/RSU #2

By: [Signature]  
Date: 10/17/19

Witness: Chou Telle  
Date: 10/17/19

KIDS EA/MEA/NEA

By: [Signature]  
Date: 10-31-19

Witness: Susan Corbett  
Date: 10/31/19

Appendix A

2019-2020		RSU #2 Ed Tech/Secretary					
EXP	STEP	Ed Tech I	Ed Tech II	Ed Tech III	School Secretaries	Administrative Secretaries	IT Techs
0-1	1	\$ 12.25	\$ 14.52	\$ 15.62	\$ 14.13	\$ 15.48	\$ 15.62
2	2	\$ 12.54	\$ 14.86	\$ 15.99	\$ 14.46	\$ 15.84	\$ 15.99
3	3	\$ 12.83	\$ 15.21	\$ 16.36	\$ 14.80	\$ 16.22	\$ 16.36
4	4	\$ 13.13	\$ 15.57	\$ 16.75	\$ 15.15	\$ 16.60	\$ 16.75
5	5	\$ 13.44	\$ 15.93	\$ 17.14	\$ 15.51	\$ 16.99	\$ 17.14
6	6	\$ 13.76	\$ 16.31	\$ 17.54	\$ 15.87	\$ 17.39	\$ 17.54
7	7	\$ 14.08	\$ 16.69	\$ 17.96	\$ 16.24	\$ 17.80	\$ 17.96
8	8	\$ 14.41	\$ 17.08	\$ 18.38	\$ 16.62	\$ 18.21	\$ 18.38
9	9	\$ 14.75	\$ 17.48	\$ 18.81	\$ 17.02	\$ 18.64	\$ 18.81
10	10	\$ 15.10	\$ 17.89	\$ 19.25	\$ 17.42	\$ 19.08	\$ 19.25
11	11	\$ 15.45	\$ 18.32	\$ 19.70	\$ 17.82	\$ 19.53	\$ 19.70
12	12	\$ 15.82	\$ 18.75	\$ 20.17	\$ 18.24	\$ 19.99	\$ 20.17
13	13	\$ 16.19	\$ 19.19	\$ 20.64	\$ 18.67	\$ 20.46	\$ 20.64
14	14	\$ 16.57	\$ 19.64	\$ 21.13	\$ 19.11	\$ 20.94	\$ 21.13
15	15	\$ 16.96	\$ 20.10	\$ 21.62	\$ 19.56	\$ 21.43	\$ 21.62
16	16	\$ 17.36	\$ 20.57	\$ 22.13	\$ 20.02	\$ 21.93	\$ 22.13
17	17	\$ 17.76	\$ 21.05	\$ 22.65	\$ 20.49	\$ 22.44	\$ 22.65

2020-2021		RSU #2 Ed Tech/Secretary					
EXP	STEP	Ed Tech I	Ed Tech II	Ed Tech III	School Secretaries	Administrative Secretaries	IT Techs
0-1	1	\$ 12.74	\$ 15.10	\$ 16.24	\$ 14.55	\$ 15.94	\$ 16.24
2	2	\$ 13.04	\$ 15.45	\$ 16.63	\$ 14.89	\$ 16.32	\$ 16.63
3	3	\$ 13.35	\$ 15.82	\$ 17.02	\$ 15.24	\$ 16.70	\$ 17.02
4	4	\$ 13.66	\$ 16.19	\$ 17.42	\$ 15.60	\$ 17.09	\$ 17.42
5	5	\$ 13.98	\$ 16.57	\$ 17.83	\$ 15.97	\$ 17.49	\$ 17.83
6	6	\$ 14.31	\$ 16.96	\$ 18.25	\$ 16.34	\$ 17.90	\$ 18.25
7	7	\$ 14.65	\$ 17.36	\$ 18.67	\$ 16.73	\$ 18.32	\$ 18.67
8	8	\$ 14.99	\$ 17.77	\$ 19.11	\$ 17.12	\$ 18.75	\$ 19.11
9	9	\$ 15.34	\$ 18.18	\$ 19.56	\$ 17.52	\$ 19.19	\$ 19.56
10	10	\$ 15.70	\$ 18.61	\$ 20.02	\$ 17.93	\$ 19.65	\$ 20.02
11	11	\$ 16.07	\$ 19.05	\$ 20.49	\$ 18.35	\$ 20.11	\$ 20.49
12	12	\$ 16.45	\$ 19.50	\$ 20.97	\$ 18.79	\$ 20.58	\$ 20.97
13	13	\$ 16.84	\$ 19.95	\$ 21.47	\$ 19.23	\$ 21.06	\$ 21.47
14	14	\$ 17.23	\$ 20.42	\$ 21.97	\$ 19.68	\$ 21.56	\$ 21.97
15	15	\$ 17.64	\$ 20.90	\$ 22.49	\$ 20.14	\$ 22.07	\$ 22.49
16	16	\$ 18.05	\$ 21.39	\$ 23.02	\$ 20.62	\$ 22.59	\$ 23.02
17	17	\$ 18.47	\$ 21.90	\$ 23.56	\$ 21.10	\$ 23.12	\$ 23.56



2021-2022		RSU #2 Ed Tech/Secretary						
EXP	STEP	Ed Tech I	Ed Tech II	Ed Tech III	School Secretaries	Administrative Secretaries	IT Techs	
0-1	1	\$ 13.28	\$ 15.73	\$ 16.93	\$ 14.99	\$ 16.42	\$ 16.93	
2	2	\$ 13.59	\$ 16.10	\$ 17.32	\$ 15.34	\$ 16.81	\$ 17.32	
3	3	\$ 13.91	\$ 16.48	\$ 17.73	\$ 15.70	\$ 17.20	\$ 17.73	
4	4	\$ 14.23	\$ 16.87	\$ 18.15	\$ 16.07	\$ 17.61	\$ 18.15	
5	5	\$ 14.57	\$ 17.27	\$ 18.57	\$ 16.45	\$ 18.02	\$ 18.57	
6	6	\$ 14.91	\$ 17.67	\$ 19.01	\$ 16.84	\$ 18.44	\$ 19.01	
7	7	\$ 15.26	\$ 18.09	\$ 19.46	\$ 17.23	\$ 18.88	\$ 19.46	
8	8	\$ 15.62	\$ 18.51	\$ 19.92	\$ 17.64	\$ 19.32	\$ 19.92	
9	9	\$ 15.99	\$ 18.95	\$ 20.38	\$ 18.05	\$ 19.77	\$ 20.38	
10	10	\$ 16.36	\$ 19.39	\$ 20.86	\$ 18.48	\$ 20.24	\$ 20.86	
11	11	\$ 16.75	\$ 19.85	\$ 21.35	\$ 18.91	\$ 20.71	\$ 21.35	
12	12	\$ 17.14	\$ 20.31	\$ 21.85	\$ 19.35	\$ 21.20	\$ 21.85	
13	13	\$ 17.54	\$ 20.79	\$ 22.37	\$ 19.81	\$ 21.70	\$ 22.37	
14	14	\$ 17.95	\$ 21.28	\$ 22.89	\$ 20.27	\$ 22.21	\$ 22.89	
15	15	\$ 18.38	\$ 21.78	\$ 23.43	\$ 20.75	\$ 22.73	\$ 23.43	
16	16	\$ 18.81	\$ 22.29	\$ 23.98	\$ 21.23	\$ 23.26	\$ 23.98	
17	17	\$ 19.25	\$ 22.82	\$ 24.55	\$ 21.73	\$ 23.81	\$ 24.55	

**Regional School Unit No. 2 Employee Grievance Form**

Grievant(s) Name(s) \_\_\_\_\_ Site \_\_\_\_\_  
Date of Occurrence giving rise to the grievance \_\_\_\_\_ Date of Informal Discussion \_\_\_\_\_  
(Grievance number if applicable) \_\_\_\_\_

\*\*\*\*\*  
STEP 1: Statement of Grievance (specific Article # in contract alleged to have been violated):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date submitted \_\_\_\_\_ Signature of Grievant(s) \_\_\_\_\_

Date received by Immediate Supervisor/Designee \_\_\_\_\_ Date Due \_\_\_\_\_

Immediate Supervisor's Reply:  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_

Date Received by Grievant(s) \_\_\_\_\_ Signature \_\_\_\_\_

Upon completion of this section, the grievant shall retain the original and present copies to appropriate District Representative or Immediate Supervisor and to the President of the Association or Chairperson.

\*\*\*\*\*  
STEP 2 Grievant Response to District Representative:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date submitted \_\_\_\_\_ Signature of Grievant(s) \_\_\_\_\_

Reply by District Representative:  
\_\_\_\_\_  
\_\_\_\_\_

Upon completion of this section, the grievant shall retain the original and present copies to appropriate District Representative or Immediate Supervisor.

Date \_\_\_\_\_ Signature of District Representative \_\_\_\_\_

\*\*\*\*\*  
STEP 3 to the District Superintendent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date submitted \_\_\_\_\_ Signature of Grievant(s) \_\_\_\_\_

Response to Grievant:  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_ Signature of Superintendent/Designee \_\_\_\_\_

Upon completion of this section, copies shall be distributed as follows:  
*Original to grievant; Copy to Employee Association of Grievant Chairperson; Copy to Superintendent; Copy to Personnel Office*