

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on this 17 day of January, 2020, by and between, the RSU #19 Board of Directors ("Board") and the RSU #19 Education Association ("Association"), referred to collectively as the Parties ("Parties").

Whereas, 26 MRSA §621-A, sub-§4 has been modified effective September 19, 2019 to require a wage payment option that pay averages school year hourly employees wages over a period of time;

Whereas, the current Collective Bargaining Agreement between the Parties does not include such an option; and

Whereas, the Parties want to be in compliance with the law change;

Therefore, the Parties agree to amend the current Collective Bargaining Agreements between the Parties by adding the following provision for the duration of the Agreement:

Pay Averaging

Hourly school year employees who elect pay averaging shall be paid in twenty-one (22) equal installments.

Average pay will be calculated by taking scheduled hours per day (as defined under Article XVII) multiplied by scheduled days (as defined under Article XVII) multiplied by hourly rate divided by 22 pays. All hourly employees must complete time cards on a weekly basis. Employees shall make their election on or by the first workday at the start of the school year (*except in the first year if starting Sept. 19*) and may not change their election for the duration of the work year.

Employees hired during the school year will have three (3) business days from their date of hire to make their election. Adjustments for additional hours beyond the employee's regular schedule or for loss of hours from the employee's regular schedule shall be made from the employee's wages for the pay period in which the additional work or loss of work occurred. School year employees hired mid-year who elect pay averaging shall have their pay averaged in proportion to the remaining work year. If, because of mid-year termination or severance, the amount an employee receives under this pay averaging system is more than the employee has earned, such overage shall be withheld from the employee's last pay check. Any additional amount overpaid will be the responsibility of the employee to repay the District. If the employee receives less than the employee's paid hours times his or her rate of pay under this pay averaging system, the Board will pay such underpayment to the employee in the employee's last check. Any work performed by an hourly school year employee who has elected pay averaging in pay periods following the 22nd pay period will receive pay as earned.

This Memorandum of Understanding becomes effective upon the date of the last approving signature and will remain in effect until superseded, rescinded, or modified by written, mutual agreement of both Parties.

Seen and Agreed To on this 17 day of January 2020:



Association President



Superintendent