

**AGREEMENT**  
**BETWEEN THE**  
**AUGUSTA BOARD OF EDUCATION**  
**AND THE**  
**AUGUSTA EDUCATION ASSOCIATION**  
**SUPPORT UNIT**  
  
**2015-2017**

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## **PREAMBLE**

This agreement is entered into between the Augusta Board of Education (hereinafter referred to as the "Board") and the Augusta Education Association (hereinafter referred to as the "Association").

## **ARTICLE 1 - RECOGNITION**

The Board recognizes the Association as the bargaining agent for a unit consisting of those employees of the Board (hereinafter referred to as "employees") who have completed six months of continuous employment in the following classifications: secretaries (excluding central office staff); school bookkeepers (excluding central office staff); educational technicians II and III (which includes special education, regular classroom, library, and computer lab technicians); LPNs, cafeteria managers and cafeteria workers, but excluding lunch room monitors.

Nothing in this article shall affect or impair the right of the Board or its representatives, as representatives of the public, to consult or meet, but not engage in negotiations with individual employees or groups of employees in the unit.

This contract constitutes a binding agreement between the Augusta Education Association and the Augusta Board of Education. For the term of said agreement, the participants shall carry out the commitments contained herein and give them full force and effect.

## **ARTICLE 2 - NEGOTIATIONS PROCEDURE**

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

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- A. Except as otherwise expressly limited by a specific written term of this agreement, the Board hereby retains without limitation all of its rights and powers pursuant to Maine law. The Board shall further have the right to act through such designated representative or agent as it may chose in any instance governed by this agreement.
- B. The Board shall have the right to promulgate and enforce at any time any written or oral rules or regulations it considers necessary for the safe, effective and efficient operation of the schools, so long as they are not inconsistent with the specific written terms of this agreement.
- C. The Association recognizes that volunteer organizations and individuals may perform services in the schools that are a valuable and necessary contribution to the operation of the schools. The Board shall have the right to avail itself of such services so long as the normal scheduled hours of employees are not reduced as a result.

## **ARTICLE 4 - UNION SECURITY**

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, interference, restraint or coercion.

Dues will be deducted from the salary of members of the Association who so authorized, in writing, to be transmitted to the Association. The Association agrees fully to 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 this 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 the termination thereof.

## **ARTICLE 5 – ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Augusta Education Association and the Augusta Board of Education recognize the need for continuing professional improvement and agree to cooperatively strive towards this goal.

The Board agrees to furnish to the Association, in response to a reasonable and specific request, all available information concerning the financial resources of the district, including but not limited to annual financial reports and audits, register of certified personnel, agendas and meetings of all employees.

The Association President shall be given due notice by the Secretary of the Board of Education in regard to all meetings of the Board of Education.

It is the intent of this statement to include all committee meetings for which written notices have been distributed to Board members. AEA representation shall be permitted at Board of Education committee meetings at the discretion of the respective committee chairpersons.

- B. Association business shall be permitted to be transacted on school property provided such transaction does not infringe upon the work responsibilities of staff members, or upon normal operations.

Association communications shall be transacted through the AEA representative, or in the absence of such person, an employee.

- C. The Association and its representatives shall have the right to use school buildings for meetings, subject to approval by the principal of the building in question. Such request shall be made in advance of the time and place of such proposed use, on forms found in the policy manual of the Board of Education.

- D. The Association shall have the right to use school facilities and equipment, including typewriters, copying or other duplicating equipment, calculating machines and all types of audio-visual equipment, subject to approval of the supervisor in charge of the equipment requested and when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

- E. The Association shall have in each building the right to use a bulletin board in each faculty lounge and employees' dining room. The Association shall have the right to use the bulletin board in the central office for Association notices.

- F. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary provided it does not conflict with or hinder the normal use of such facilities.

- G. The opening day workshop(s) program for staff members shall be a co-sponsored activity by the Board of Education, Administration, and AEA. The AEA will be obligated to assume a share of costs, as mutually agreed during the planning of such program(s).

- H. Release time with pay shall be granted to the President, or the Vice President(s) for up to three (3) days for the purpose of investigating or adjudicating a formal grievance. Additional time, as necessary, may be granted by the Superintendent of Schools.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

- A. Purpose

1. For the purpose of this agreement the following procedure is to secure at the lowest possible level, acceptable solutions to disagreements or disputes involving only an alleged specific and direct violation of expressed language or a specific provision of this agreement as it relates to interpretation, meaning or application except provisions expressly excluded from the grievance procedure contained in this negotiated agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the rights 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 Augusta Education Association, provided the adjustment is not inconsistent with the terms of this negotiated agreement.
3. In a particular grievance, the Augusta Education Association, having been designated as representative for the employee, is given reasonable opportunity to be present at any meeting of the parties called for resolution of such grievance.

B. Definitions

1. A "grievance" is a claim made by an employee or by the Association which is based on an event or condition where there is a disagreement or dispute as to the interpretation, meaning or application of any of the provisions of this agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean working school days.
5. "Employee" shall include any member of the bargaining unit as defined in Article 1.

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, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written consent.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable.

D. Informal Procedure

1. If an employee feels that he/she has a grievance, he/she must first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally. This discussion must take place within 20 days of the treatment, act or condition which is the basis of his/her grievance complaint.
2. If the employee is not satisfied with such disposition of the matter, he/she shall have the right to have an Association representative within his/her area assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator within five (5) days.

E. Formal Procedure

Nothing in this Article denies the right of the employee to secure advice, counsel and representation from any person and/or the appropriate committee of the Augusta Education Association concerning the alleged grievance.

1. Level One - School Principal - or Legal Designee
  - a. If an aggrieved person is not satisfied with the outcome of informal procedures, he/she may present his/her claim as a formal grievance, in writing, to his/her principal, or legal

designee, or other appropriate administrator within five (5) days of conclusion of informal procedures.

- b. The principal or legal designee or appropriate administrator shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved person and the Association.

2. Level Two - Superintendent of Schools - Legal Designee

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after the decision, or within ten (10) days after his/her formal presentation, file his/her written grievance with the Superintendent of Schools.
- b. The Superintendent or legal designee shall, within ten (10) days after receipt of the written grievance, meet with the aggrieved person for the purpose of resolving the grievance.
- c. The Superintendent shall, within ten (10) days after the hearing render his/her decision and the reasons therefore in writing to the aggrieved person and the Association.

3. Level Three - Board of Education

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may within five (5) days after the decision, or within ten (10) days after the hearing, file the grievance for appeal to the Board of Education.
- b. At no point prior to an official hearing or meeting of the School Board, at which time the grievance is being resolved, shall the employee concerned, or other employee, discuss with members of said School Board, or any one of them, the subject of the employee's grievance or matters relating to the substance of the grievance. The parties shall not intend this section to include the Superintendent or their legal designee.
- c. The Board of Education shall, within ten (10) days after receipt of the grievance, meet with the aggrieved person for the purpose of resolving the grievance.
- d. The Board shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person and the Association.

4. Level Four - Impartial Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within five (5) days after the decision, or within ten (10) days after the Board meeting, request in writing to the Association that his/her grievance be submitted to arbitration. The Association shall within five (5) days after receipt of such request, if the Association determines that the grievance is meritorious, submit the grievance to arbitration by so notifying the Board in writing.
- b. The Chairperson of the Board and the President of the Association or representative of the aggrieved shall within five (5) days after such written notice meet and attempt to jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days following the meeting, they shall immediately request the American Arbitration Association to propose names of seven (7) arbitrators. Within five (5) days of receipt of the names of the proposed arbitrators, the parties shall meet to select a single arbitrator by alternately striking names from the list provided.

- c. The arbitrator selected shall confer promptly with the representatives of both parties in interest, shall review the record of the prior hearings, and shall hold further hearings with the aggrieved person and other parties in interest as he/she shall deem requisite.
- d. The arbitrator shall, within thirty (30) days after his/her meeting with both parties, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make a decision which requires the commission of an act prohibited by law or which violates the Agreement. The decision of the arbitrator shall be submitted to both parties and shall be final and binding on the parties, subject only to judicial review.
- e. The costs for the services of the arbitrator will be born equally by both parties to the arbitration.

F. Rights to Employees to Representation

- 1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

G. Miscellaneous

- 1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 2. Forms, for filing and processing grievance and other necessary documents, shall be prepared by the Superintendent and made available to parties in interest, so as to facilitate operation of the grievance procedure.
- 3. All meetings and hearings 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 7 - NO STRIKE**

In recognition of the provisions of Section 964, Chapter 9-A, Title 26, as amended, State of Maine, the Association agrees that during the term of the agreement neither it nor any of its agents will engage in illegal activities as specified in Section 964 of Chapter 9-A, Title 26, as amended. The individuals and/or the Association shall be held responsible for their own activities.

**ARTICLE 8 – EMBODIMENT OF AGREEMENT**

This agreement incorporates the entire understanding of the parties on all matters that were or could have been the subject of negotiations, and for the duration of this Agreement the Association agrees that the Board shall not be obligated to negotiate with respect to any subject or item whether contained herein or not; provided only that this article shall not preclude impact bargaining as the result of a change in educational policy.

**ARTICLE 9 - DISCRIMINATION**

The Board agrees to continue its established policy against all forms of illegal discrimination, including 1) discrimination with regard to race, creed, color, national origin, sex, marital status, age, sexual preference, physical or mental disability, unless based upon a bona fide occupational qualification; and 2) intimidation or harassment on the basis of race, color, sex, sexual orientation, physical or mental disability, religion, age, ancestry or national origin. AEA agrees to continue its policy to admit all members to membership and to represent all members without discrimination because of race, color, sex, sexual orientation, physical or mental disability, religion, age, ancestry or national origin.

AEA agrees to support affirmative action programs mandated by law and any other affirmative action programs affecting the Board which comply with or are mandated by applicable State and federal laws.

AEA and the Board agree that discrimination, intimidation, or harassment of employees, including sexual harassment in all its various terms is unacceptable conduct and will not be condoned or tolerated by AEA or the Board.

The Board and AEA agree that any disputes arising out of the provisions of this Article may be processed through the grievance procedure contained in the Grievance Procedure Article subject to the Board's right to have any such grievance considered at the appropriate level or steps by the School's Affirmative Action Officer. This provision shall not preclude other legal, remedies provided by law.

## **ARTICLE 10 - EMPLOYEE RIGHTS**

All employees shall be subject to a probationary period of six (6) full continuous months of employment. Following successful completion of the probationary period, no employee shall be discharged, suspended, reprimanded in writing or demoted to a lower classification without just cause.

Written notice of any action taken under this article shall be given in writing to the employee affected within ten (10) days after the effective date thereof.

Within thirty (30) days of receiving a written reprimand, an employee may place in his/her personnel file a written rebuttal to such reprimand.

Whenever any employee is required to appear before a Supervisor and/or Administrator and/or Superintendent on any matter involving discipline, the employee's terms of employment, salary and/or benefits of the employee's employment, the employee shall be given prior written notice of and the reasons for the meeting. The employee shall be entitled to have a representative of the Association present to advise and represent him/her during the meeting.

Any suspension of the employee shall be with pay, pending disciplinary action.

## **ARTICLE 11 - WORK WEEK AND WORK YEAR**

- A. Regular Employees – Regular employees are those employees in either full-time or part-time positions who have successfully completed their six (6) month probationary period.
- B. Full-Time Employees. Full-time employees are defined as those employees regularly scheduled to work at least a thirty (30) hour week. The basic work week for full-time employees shall consist of five (5) days. The normal work day shall be six (6) hours, provided, however, that the Superintendent shall retain full discretion to require that additional hours above thirty (30) hours per week be worked on a position-by-position basis, for such periods of time, permanently or otherwise, as in his/her discretion may be advisable. All hours worked in excess of thirty (30) hours per week, but less than forty (40) hours per week, will be paid at the employee's regular hourly rate.

Teachers Workshops where Educational Technician staff and LPNs attendance at school is required at times when students will not be in attendance shall be limited to one (1) workshop day.

School secretarial staff is required to work five (5) days prior to the first student day and a minimum of three (3) days, maximum of five (5) days after the last student day.

Actual hourly schedule of work for cafeteria staff to be set by the Food Service Director. Overtime pay and extra function pay for cafeteria staff shall be computed after forty (40) hours per week; (with the exception of any non-school function will be paid at time and a half).

- C. Part-time Employees. Part-time employees are defined as those employees regularly scheduled to work less than a thirty (30) hour week. Hours for part-time employees shall be as determined by the Board.
- D. Pay for Required Work Outside of Regularly Scheduled Hours. An employee shall be paid when he or she is authorized by an administrator to perform work outside of regularly scheduled hours.

**ARTICLE 12 - BENEFITS**

- A. Benefit Entitlement. Full-time employees, and part-time employees regularly scheduled to work at least 30 hours per week, shall be entitled to all fringe benefits provided in this contract except as otherwise provided herein. Part-time employees not regularly scheduled to work at least 30 hours per week shall not be entitled to any fringe benefits provided in this contract except as specifically otherwise provided herein.
- B. Health Insurance. For employees who are scheduled to work 30 or more hours per week, the Augusta, School Board agrees to furnish insurance protection as offered through the MEA Benefit Trust Health Plans (Standard, Choice Plus, Standard 500 or the Standard 1000 plans). The Board shall make the following contributions toward the cost of health insurance:
1. The Board will pay 100% for single coverage and 65% of the cost of two adult, adult with child and family coverage under each plan except the Standard Plan. The employee is responsible for the difference in cost between the Choice Plus Plan and the Standard Plan if the employee chooses the Standard Plan.
  2. This coverage shall be for a full twelve (12) month period. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
  3. The Board will pay \$2000 in additional compensation to employees who decline health insurance coverage from the Board after they provide proof of coverage in another health plan not provided by the Board. The payment will be earned on a monthly basis and paid between June 1st and July 1st of each year less all applicable taxes, including state and federal withholding.
  4. Part-time employees working fewer than 30 hours per week may elect coverage under the Board's health plan at their own expense and to the extent permitted by the insurance carrier.
- C. Dental Insurance. The Augusta School Board agrees to furnish support unit staff dental insurance as offered through the MEA Group Dental Care Program which includes Plan V of the Delta Dental Plan coverage as specified below:
1. Any support staff member - the cost of a single subscription for full-time employees.
  2. This coverage shall be for a full twelve (12) month period. When necessary, premiums on behalf of the support staff member shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- D. Holidays.
1. 12-month employees - The following shall be paid holidays, at the employee's regular wages: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Day.
  2. 40-week employees - The following shall be paid holidays, at the employee's regular wages, only if they fall within a regular work week: Martin Luther King Day, Memorial Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after. Christmas and New Year's Day shall be paid holidays regardless of whether they fall in the regular work week.
- E. Vacation. Full-time calendar year employees shall each year, accrue vacation time as follows:
- |                  |                   |
|------------------|-------------------|
| Years of Service | Vacation accrual  |
| 0 to 3 years     | 2 weeks (10 days) |
| 4 to 10 years    | 3 weeks (15 days) |
| 11 to 16 years   | 4 weeks (20 days) |
| 17+ years        | 5 weeks (25 days) |

Vacation will be charged in half-day increments. Employees are not eligible for vacation until they have successfully completed their probationary period. Once the probationary period is successfully completed, vacation will be issued retroactively to the employee's date of permanent hire.

Maximum accrual will be fifty (50) days. The district will provide an annual statement of accrued benefits.

F. Sick Leave. Each full time employee shall be credited at the rate of fifteen (15) sick leave days at the beginning of each contract year. Full-time employees beginning employment after the start of the school year will be credited with the appropriate prorated accrual of days based on the number of full-time months worked in the current school year. Part-time employees changing status to full-time after the start of the school year will be credited with the appropriate prorated accrual of days based on the number of full-time months worked in the current school year. Sick leave may be used for illness in the immediate family. The immediate family is defined as spouse, children, step-children, parents and members of the immediate household. No employee shall be credited more than fifteen (15) sick leave days per year regardless of the employee's number of months of employment in such year. Unused sick leave shall be cumulative to a maximum of one hundred eighty (180) days. Sick leave shall be subject to the following conditions:

- a. Except in true emergencies, the absence must be reported by the employee to his/her supervisor or office at least one hour before the time he/she is normally required to report for work.
- b. As its option the Board may, at its own expense, request a statement from a physician substantiating the facts regarding a claim of sick leave of five (5) or more consecutive days.
- c. Any employee who makes false claim for paid sick leave may be subject to disciplinary action.
- d. Sick leave usage shall be computed at  $\frac{1}{4}$  hour intervals.

G. Sick Leave Incentive. Employees who use two (2) or fewer sick days in a school year will receive a bonus as follows:

0 sick days used = \$250.00  
1 sick day used = \$200.00  
2 sick days used = \$150.00

Cafeteria workers regularly employed less than 30 hours per week who use two (2) sick days or less shall receive \$100.00 bonus.

H. Sick Leave Bank.

- a. A sick leave bank, administered by a committee composed of the Superintendent or designee and one member each from custodial, teacher and support units shall be established for staff who wish to participate. Decisions of the committee are final.
- b. Establishment and continuation of the bank – Each bargaining unit member wishing to become a member of the sick leave bank shall contribute one (1) day of his her sick leave to the bank by September 15<sup>th</sup> of the enrolling year. This contribution of days enrolls the unit member in the sick leave bank that year. The unit member will give authorization for this on a form provided by the Superintendent's Office.
- c. Up to 200 days of unused days in the bank at the end of the school year will be carried over to the next school year.
- d. If at any time the number of sick leave days in the bank is deemed inadequate by the sick leave bank committee to fill the needs of participating members, the committee can assess each participating member an additional day to be credited to the bank.
- e. Requests to use days from the bank may be made for absences resulting from illness or accident lasting more than five (5) consecutive days and only after the sick leave, personal leave and any vacation time in excess of 20 days of the unit member making the request has been depleted. The request must include medical documentation of the need for sick bank days and an estimated date of

return to work. Only members of the sick leave bank will be allowed to use the sick leave bank. Normal pregnancy does not qualify for sick leave bank unless medically necessary and medical documentation is provided.

- f. Participants in the sick bank will not have to replace days used except as a regular contributing member of the bank.
- g. Participants withdrawing from membership in the sick bank will not be able to withdraw the days they have contributed.

I. Family Medical Leave. Employees who meet the eligibility requirements may be approved for the Federal Family and Medical Leave Act (FMLA). FMLA provides employees with up to 12 work weeks of leave during a 12-month period for a number of reasons, (1) the birth, adoption, or foster placement of a child; (2) to care for a spouse, son, daughter, or parent with a serious health condition; or (3) when the employee is unable to work because of the employee's serious health condition. The terms and conditions of FMLA Leave will be governed by the federal statute and regulations.

- 1. For purposes of the FMLA allocation, the "12-month period" referred to above shall be a "rolling" 12 month period measured backward from the date of any FMLA Leave usage.
- 2. Employees requesting leave shall provide at least 14-days' notice whenever the need for leave is foreseeable.
- 3. If an employee is absent for five consecutive days, the employee shall upon request provide information necessary for the Board to determine whether the employee qualifies for an FMLA leave.
- 4. Any employee taking FMLA leave shall use any paid sick leave available, to the employee, and the sick leave used shall be deducted from an employee's accumulated sick leave.
- 5. When an employee has used all available sick leave, including any sick leave days from the sick bank for the employee's own serious health condition, the remaining days for FMLA leave shall be unpaid.
- 6. The Board shall maintain their contributions toward the cost of health insurance benefits in accordance with the provisions of the contract as required by the federal law.
- 7. An employee who is unable to return to work after he/she has exhausted the allocation of FMLA may be eligible for an additional medial leave of absence, subject to the necessary certification from the employee's medical provider and approval by the Superintendent. Before returning to work the employee must present medical certification that he/she is fit for duty.

J. Bereavement Leave. In the absence of any employee of the school system because of death in the immediate family, full hourly rate shall be paid for a period not to exceed five (5) days. If the absence continues for a longer period, the leave may be extended through the use of sick leave. (Note: immediate family shall be defined as the spouse and the parents of the spouse, the parents, custodial parent, guardian, children, step-children, brothers, sisters, wards, grandparents and grandchildren of the employee). Employees may attend funerals of distant relatives and friends without loss of pay, the time lost being deducted from sick leave.

K. Workers Compensation. In cases of injury covered under the Workers' Compensation Act, an employee will be paid from his or her accumulated sick leave the difference between the amount of his or her regular pay and the amount that he or she receives pursuant to Workers' Compensation. This difference shall be charged on a pro rata basis to the employee's accumulated sick leave and will cease when said employee's accumulated sick leave is exhausted. In no case will an employee receive double compensation under both the sick leave policy and the Workers' Compensation Act.

L. Mileage. An employee required to use his/her vehicle for work purposes shall, with prior approval, be compensated at a rate to be established by the IRS rate.

- M. Jury Duty. There shall be no net loss of pay to employees required to serve on jury duty.
- N. Personal Days. A full-time employee shall be entitled to three (3) days of personal leave of absence during the school year, not cumulative, for: legitimate and necessary personal business, religious holidays and legal or business matters, any of which require absence during school hours. Personal leave may be charged in half day increments.
1. Personal business leave may not be used on the days immediately before or after a vacation or holiday, and may not be used during the first three days or the last three days of the school year except in case of a bona fide emergency, or except where permission is granted by the Superintendent, whose decision shall be final.
  2. All personal business leave day requests are subject to the approval of the Superintendent or his/her designee, such leave requests will not be unreasonably requested or unreasonably refused. Requests for personal business leave will be submitted in writing by the employee to the Superintendent or his/her designee at least five (5) days in advance, except in a case of a bona fide emergency, and will state the reason for the leave request.
  3. At the end of the school year, any unused Personal Days shall be appended to the employee's sick time.
- O. Course Reimbursement. Upon prior approval by the Superintendent or his designee, employees will be reimbursed the actual tuition, not to exceed the current University of Maine at Orono rate, for up to nine (9) credit hours in any contract year, for any course taken either to improve their work skills or to enable them to better do their job. All such requests will be reviewed by the Superintendent or his designee whose decision shall be final and non-grievable.

Direct pay will be made on behalf of the employee for undergraduate and graduate courses for up to the University of Maine rate of up to nine (9) credits per contract year. Confirmation of successful completion and credits earned (grade/credit report, etc.) must be received in the Superintendent's Office on courses paid by the Augusta School Department before additional reimbursement moneys are issued, except for courses taken the previous semester, where the grade/credit is not yet issued. If the employee is unable to provide the aforementioned evidence, the employee will authorize a payroll deduction for the remainder of the school year.

Professional work reimbursement does not apply towards Continuing Education Units (CEUs).

- P. Workshops/In-Service Training. Upon prior approval support staff employees may attend out of district workshop and or seminars. Full reimbursement will be made for registration fees that will enhance the employee's abilities to perform specific duties. All such requests will be reviewed by the Superintendent or his designee whose decision shall be final and non-grievable.
- Q. Leaves. Leaves of absence may be granted by the Superintendent with or without pay for a special reason.
- R. Association Leave. Up to nine (9) days per school year, not to exceed one (1) day per month, will be granted by the Administration to a person designated by the AEA for the purpose of conducting Association business. It is understood that three (3) days written notification period to the Superintendent is necessary in order for Association Leave to be granted. The Superintendent has the authority to waive the three (3) day notice requirement in cases of emergency.

Association Leave is contingent upon continued involvement in professional self-development related areas. The Board has the right to revoke Association Leave if continued involvement in professional self-development related areas is not justified on a periodic basis to the Augusta Board of Education language here from Teacher's contract, page 18

- S. Pay. See Exhibit A. "Support Unit Hourly Wage Schedule".

Employees shall be paid in accordance with the salary schedule in Exhibit A.

Initial placement on the salary schedule shall be determined by giving credit for equivalent job experience. at the discretion of the Superintendent. Placement shall be consistently applied to all new hires.

The Superintendent shall inform the Association of such placement.

Payment schedules and options: Each pay period will be two weeks long and end on a Friday. Pay checks for a pay period will be issued one week after the end of the pay period.

School year employees may elect the option of being paid as earned, or have the option of having their pay averaged 26 pay periods as described below; full year employees will be paid over 26 pay periods as earned. Employees who are scheduled for 4 hours a day or less must complete a time card and will be paid as earned. Employees who work as a lunch room monitor in addition to their regular position, must complete a time card for the lunch room monitor position along with any other timecard required.

Federally paid employees who are notified by July 15<sup>th</sup> of each year, shall have the option of being paid as earned or in 21 or 26 pay periods. Those employees who choose to be paid in 26 pay periods must take their summer pay in a lump sum payment by July 1<sup>st</sup>.

$$\frac{(\text{Scheduled days/year}) \times (\text{Scheduled hours/day}) \times (\text{Scheduled hourly rate})}{26 \text{ pay periods}}$$

= Gross Averaged Pay Per Pay Period

Any unpaid hours missed during a pay period ("unpaid leave") shall be deducted from the pay check for that pay period. Any extra paid hours worked during a pay period will be added to the pay check for that pay period. If, because of a mid-year termination or for any other reason, the amount the employee receives under this pay averaging system is more than the employee's paid hours times his or her rate of pay, such overage will be withheld from the last check the employee receives. (If such overage is not withheld, the employee shall pay such overage to the Board.) If the employee receives less than the employee's paid hours 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.

Except as hereinafter provided, no change with respect to pay averaging, may be made after an employee receives his/her first paycheck.

In pay checks for work performed by a school year employee in pay periods following the last school year pay period, the employee will receive the pay earned during such pay periods. Any work performed outside of the employee's regular work schedule will be paid as earned based on completion of a time card.

Step increases will be granted only at the beginning of each school year. An employee hired prior to January 15 of any school year covered by this contract will receive credit for one year's experience on the salary scale for that school year. An employee hired on or after January 15 of any school year covered by this contract will receive no experience credit for that year.

If an employee's pay classification changes, such change will be made only as of the first day of a pay period.

- T. Retirement / Separation / Death Benefit. After fifteen (15) years of continuous service to the Augusta School System, an employee, upon retirement, separation or death, shall be paid the equivalent of one-half of his/her accumulated sick leave, based on his/her regularly scheduled rate of pay and regularly scheduled hours per day, not to exceed \$2,500.

A. Health Insurance Contribution

The Augusta School Board agrees to contribute to all employees' insurance protection as offered through the MEA Health Plan for those retired employees who contribute to the cost of their insurance premiums, which includes Blue Cross/Blue Shield (UCR) and Major Medical coverage as specified below:

1. Upon showing evidence that retirement benefits are to be immediately received from the Maine State Retirement System;
  2. Up to \$3234.00 of the premium of a single subscription until the employee qualifies for Medicare (payment is made annually each September to the retired employee). Employees will provide annually, to the district, proof of premium cost incurred by the retired employee.
  3. After twenty-two (22) years of service in the Augusta System;
  4. Upon retirement and attained age of 55.
  5. These health insurance contributions are applicable to all employees who retire and meet the criteria in #1, #2 and #3 above during the term of this collective bargaining agreement and to all eligible employees who have retired prior to this collective bargaining agreement.
- U. Reclassification. An employee reclassified to a different job classification (*i.e. Ed Tech II to Ed Tech III*) within the bargaining unit covered by this Agreement shall be placed on the lowest step in the new classification which will provide the employee with the same or next higher pay per hour as the prior classification.
- V. Cafeteria Workers. Cafeteria Workers scheduled to work less than 30 hours per week shall be entitled to one-half of the sick leave benefits available to full-time employees. This means one-half of the allowed days and one-half of the allowed accumulation.
- W. Uniform Allowance. The Board shall provide each cafeteria worker and cafeteria manager with appropriate uniforms at the beginning of each school year. The Board will reimburse up to \$50.00 for the purchase of shoes with receipt provided by the employee.
- X. Unexpected School Closure Procedure. When School is canceled prior to the start of the school day the employee does not report to work and is not paid for the day. If the school schedule is altered, due to an unexpected district event, employees will be paid for their regularly scheduled day. The year round employees will follow the schedule of the Central Office Staff.
- Y. Employee Assistance Program. An Employee Assistance Program is available to all employees.
- Z. Administering Medications Stipend. In the absence of full time nursing staff at the middle and elementary schools and CATC, each building shall designate one primary person who will be responsible for the administering of medications. Such designee will be properly trained as a first responder in order to qualify for an \$800 stipend to be paid out, half in December and half in June.

### **ARTICLE 13 - SENIORITY, LAYOFF, RECALL**

- A. Seniority "Bargaining unit" shall mean the bargaining unit covered by this Agreement. "Classifications" shall mean each separate position identified in Exhibit A. "Impact areas" shall mean the areas of classifications hereinafter grouped together. There are five impact areas: 1) Educational Technicians (including the classifications of Educational Technician II, Educational Technician III, in Title I, special education, regular classroom, library, and computer lab), 2) Secretaries 3) School Bookkeepers, 4) Cafeteria Staff (including the classifications of managers and workers) and 5) LPNs. "Seniority" for employees in the educational technician impact area for purposes of this article shall mean the employee's actual length of continuous permanent employment within the Educational Technician impact area in the bargaining unit; "Seniority" for employees in the Secretary, Bookkeeper, Cafeteria Staff, or LPN impact areas for purposes of this article shall mean the employee's actual length of continuous permanent employment within a classification in his/her impact area in the bargaining unit.

An employee shall have no seniority for the initial six (6) months of probationary employment, but upon completion of this period shall have seniority retroactive to the commencement of this period. An employee with a work year of less than twelve (12) months shall not be considered to have suffered a break in employment during the months which are not included within the employees work year. Leave covered by sick leave payments and/or leave of absence authorized by vote of the Board shall not be considered a break in continuous employment.

Seniority is earned only if an employee actually works ninety (90) days or more in a school year.

- B. Seniority List. The Superintendent shall establish a seniority list by December 1st each year, which shall be posted in each building. Any challenges or corrections to the seniority list shall be made by the Association to the Superintendent no later than thirty (30) days from the posting date. The seniority list shall be re-posted after corrections. The corrected seniority list shall be the official list until the next posting in the following year, unless changes are made by mutual agreement between the Association and Superintendent.

For the Educational Technician impact area, the seniority list shall be established by impact area with the employee with the greatest seniority in the impact area listed first, (placement will be based on total years in the impact area and not in the job classification). When two employees have the same length of continuous permanent employment within this impact area the employee with the greatest length of total employment in the Augusta school system shall be listed first.

For the Secretarial, Bookkeeper, LPNs and Cafeteria Staff impact areas, the seniority list shall be established by job classification within the impact areas with the employee with the greatest seniority listed first in each classification, (placement will be based on total years in the classification not in the impact area). When two employees have the same length of continuous permanent employment within a classification, the employee with the greatest length of total employment in the impact area shall be listed first; if this results in the same length of continuous permanent employment within the impact area, the employee with the greatest length of total employment in the Augusta school system shall be listed first.

- C. Reduction in Force (RIF).

1. In the event the Board eliminates the position of an employee, the following procedures shall be followed:
  - a. The least senior employee in the applicable classification shall be the employee who shall be terminated, provided, however, that if the Superintendent and the Board determine that the least senior employee by reason of training and qualifications is more capable of meeting the needs of the Augusta school system than a more senior employee in the same classification, then a more senior employee may be terminated.
  - b. An employee whose position has been eliminated may displace within his/her impact area an employee with less seniority in any classification in that impact area in which the employee whose position has been eliminated has previously satisfactorily served, as determined by the Superintendent, provided there has been no break in continuous permanent employment between the previous position and the current position. The least senior employee shall be the employee who shall be terminated provided, however, that if the Superintendent and the Board determine that the least senior employee by reason of training and qualifications is more capable of meeting the needs of the Augusta school system than a more senior employee in the same classification, then a more senior employee may be terminated including the displacing employee whose position was eliminated in another classification. For purposes of displacing in a previously held classification in the impact area: a) for an employee in the Educational Technician impact area the seniority in the classification previously held by the displacing employee whose position has been eliminated shall be his/her seniority as defined in "A. Seniority" above, b) for an employee in the LPN, Secretarial, Bookkeeper and Cafeteria Staff impact areas, the seniority in the classification previously held by the displacing employee whose position has been eliminated shall be determined by reference only to years of continuous permanent employment in that previously held position. A full time employee displacing hereunder in a previously held position shall be entitled to full time status in such previously held position. A part time employee displacing hereunder in a previously held position shall be entitled to part time status in such previously held position.
  - c. The Board agrees to notify the Association prior to it making a final decision to eliminate a position.

- d. An employee whose position is eliminated shall receive thirty (30) days written notice prior to termination.
- e. An employee terminated as a result of a RIF who applies for a vacant position in the classification from which the employee was terminated during a twelve (12) month period after termination, will be considered for re-employment on the basis of the above-stated factors and considerations.
- f. The Association shall fully indemnify and hold the Board completely harmless against all claims or suits of a nature which may arise by reason of the Board's compliance with this article.

#### **ARTICLE - 14 - SEVERABILITY**

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### **ARTICLE 15 - WAIVER**

It is expressly understood and agreed that any waiver on the part of the Board of any breach of any term or provision of this agreement shall not constitute a precedent, nor bind the Board to a waiver of any similar or succeeding breach of the same or any other terms or provisions of this agreement.

#### **ARTICLE 16 - SUBCONTRACTING**

Prior to final Board action, the Association shall be entitled to notice of any proposed recommendation to subcontract all or any services performed by the employees in the bargaining unit covered by this Agreement

#### **ARTICLE 17 - JOINT LABOR-MANAGEMENT COMMITTEE**

A Joint Labor Management Committee ("Committee") shall be made up of five employee members and five members who are either administrators or Board members. The Association will select the employee members of the Committee and the Board will select the administrators and Board members of the Committee. The Association and the Board will endeavor to select employee and administrator members from as many different schools as possible. Meeting schedules and agendas shall be as mutually agreed upon by the President of the Association and the Superintendent, except that the committee will meet as needed upon the request of members of the committee. The purpose of the Committee shall be to discuss matters of concern to the employees and to the Board and the administration.

#### **ARTICLE 18 - PROFESSIONAL DEVELOPMENT**

- A. The school district shall make available to each educational technician the training required by the State of Maine education technician regulations as stated in sections 14.1 (b), 14.2 (b) and 14.3 (b) of Chapter 115 Part 1 of the State Board's rules governing the certification and employment conditions for education technicians. This training shall include, but shall not be limited to: support attendance at district in service programs, conferences and special project work on non-student days. Education Technicians will have access to staff development programming. Staff development activities funded under this section must meet Department of Education standards for education technician authorization renewal credits and shall be at the districts expense. Employees shall suffer no loss of pay as a result of such attendance and participation.
- B. The school district will support LPN attendance at district in service programs and conferences to maintain LPN state licensure.
- C. A staff development committee shall be established. This committee will plan and implement the required training described above. The committee shall have the responsibility for coordinating all staff development programs provided to education technicians in the district and keep track of the progress of

each education technician for authorization purposes. The committee shall be compensated at the rate of \$500.00 per year with compensation for individual members determined by the committee.

**ARTICLE 19 - POSITION VACANCIES**

In addition to Board of Education recruitment procedures, notices of vacancies of positions in classifications covered by this Agreement stating minimum qualifications necessary shall be posted in all schools for a period of five (5) work days. Applications shall be accepted from personnel who believe themselves qualified by reason of experience, training, capacity and general ability to execute proficiently all the demands of the position. All qualified staff applicants will be interviewed. If in the judgment of the Superintendent the abilities and qualifications of two or more applicants are equal, then the applicant with the most seniority in the Augusta School System shall be nominated by the Superintendent to fill the position.

All staff applicants shall be given the opportunity to update their personnel file by adding new information and by removing obsolete or irrelevant material when approved by the Superintendent.

All unsuccessful candidates for nomination shall be notified of the decision in writing within one (1) week of the decision.

The following statement will be included in all internal postings:

*Internal applicants need only to submit a letter of intent for the vacancy.*

**ARTICLE 20 – HEALTH AND SAFETY**

The board shall reimburse any support staff employee for said employee’s personal insurance deductible or make replacement costs, whichever is less, for any loss, damage, or destruction of clothing or personal property of that employee as a result of the performance of his/her duties in the school, or while discharging duties on the school property, or while discharging duties on a school-sponsored activity. The incident will be reported to the building administrator within one (1) working day upon discovery of loss, damage, or destruction. Such payment will be made within forty-five (45) days of the reporting of the incident

**ARTICLE 21 – JOB DESCRIPTIONS AND ASSIGNMENTS**

Each employee shall be provided with a written job description once finalized by the Board, describing his/her job responsibilities. The Association 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.

**ARTICLE 22 – TERM OF AGREEMENT**

The term of this Agreement shall be from September 1, 2015 through August 31, 2017.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

AUGUSTA BOARD OF EDUCATION

AUGUSTA EDUCATION ASSOCIATION

By \_\_\_\_\_

*Kimberly Martin, Chair  
Augusta Board of Education*

By \_\_\_\_\_

*Jeffery DeJongh, President  
Augusta Education Association*

*Exhibit A - Support Unit Hourly Wage Schedule*

**Exhibit A – Support Unit Hourly Wage Schedule**

**2015-2016**

EXP.	Level	Bookkeeper	Ed tech II	Ed Tech III/LPN	Computer Tech	Food service	Food service manager	School sec	Cony Food Service
1	1	\$ 13.30	\$ 13.41	\$ 13.78	\$ 15.03	\$ 9.66	\$ 11.49	\$ 11.60	\$ 13.46
2	2	\$ 13.90	\$ 14.01	\$ 14.40	\$ 15.71	\$ 10.10	\$ 12.00	\$ 12.12	\$ 14.07
3	3	\$ 14.52	\$ 14.64	\$ 15.05	\$ 16.42	\$ 10.55	\$ 12.54	\$ 12.66	\$ 14.70
4	4	\$ 15.18	\$ 15.30	\$ 15.73	\$ 17.15	\$ 11.03	\$ 13.11	\$ 13.23	\$ 15.36
5	5	\$ 15.86	\$ 15.99	\$ 16.43	\$ 17.92	\$ 11.52	\$ 13.70	\$ 13.83	\$ 16.05
6	6	\$ 16.60	\$ 16.74	\$ 17.21	\$ 18.77	\$ 12.06	\$ 14.34	\$ 14.48	\$ 16.81
7	7	\$ 17.30	\$ 17.44	\$ 17.93	\$ 19.55	\$ 12.57	\$ 14.94	\$ 15.08	\$ 17.51
8	8	\$ 18.02	\$ 18.17	\$ 18.67	\$ 20.36	\$ 13.09	\$ 15.56	\$ 15.71	\$ 18.24
9	9	\$ 18.83	\$ 18.98	\$ 19.51	\$ 21.28	\$ 13.68	\$ 16.26	\$ 16.42	\$ 19.05
10	10	\$ 19.69	\$ 19.86	\$ 20.41	\$ 22.26	\$ 14.31	\$ 17.01	\$ 17.17	\$ 19.93
11	11	\$ 20.95	\$ 21.12	\$ 21.71	\$ 23.68	\$ 15.22	\$ 18.09	\$ 18.27	\$ 21.20

**2016-2017**

EXP.	Level	Bookkeeper	Ed tech II	Ed Tech III/LPN	Computer Tech	Food service	Food service manager	School sec	Cony Food Service
1	1	\$ 13.47	\$ 13.58	\$ 13.96	\$ 15.23	\$ 9.79	\$ 11.63	\$ 11.75	\$ 13.63
2	2	\$ 14.08	\$ 14.19	\$ 14.59	\$ 15.91	\$ 10.23	\$ 12.16	\$ 12.27	\$ 14.25
3	3	\$ 14.71	\$ 14.83	\$ 15.24	\$ 16.63	\$ 10.69	\$ 12.70	\$ 12.83	\$ 14.89
4	4	\$ 15.37	\$ 15.50	\$ 15.93	\$ 17.37	\$ 11.17	\$ 13.27	\$ 13.40	\$ 15.56
5	5	\$ 16.06	\$ 16.19	\$ 16.64	\$ 18.15	\$ 11.67	\$ 13.87	\$ 14.00	\$ 16.26
6	6	\$ 16.82	\$ 16.96	\$ 17.43	\$ 19.01	\$ 12.22	\$ 14.52	\$ 14.66	\$ 17.02
7	7	\$ 17.52	\$ 17.66	\$ 18.15	\$ 19.80	\$ 12.73	\$ 15.13	\$ 15.28	\$ 17.73
8	8	\$ 18.25	\$ 18.40	\$ 18.91	\$ 20.63	\$ 13.26	\$ 15.76	\$ 15.91	\$ 18.47
9	9	\$ 19.01	\$ 19.17	\$ 19.70	\$ 21.49	\$ 13.81	\$ 16.42	\$ 16.57	\$ 19.24
10	10	\$ 20.07	\$ 20.24	\$ 20.80	\$ 22.69	\$ 14.58	\$ 17.33	\$ 17.50	\$ 20.32
11	11	\$ 21.42	\$ 21.60	\$ 22.20	\$ 24.21	\$ 15.56	\$ 18.50	\$ 18.68	\$ 21.68

Stipend position(s) held by support staff shall follow Schedule B, C, and D of the Teachers' Contract.

**GRIEVANCE FORM**

**AUGUSTA EDUCATION ASSOCIATION**  
**Jeff DeJongh, President**  
**Cony High School**  
**Augusta, Maine 04330**  
**(207) 626-2460**

GRIEVANT: \_\_\_\_\_

POSITION: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

DATE OF ALLEGED GRIEVANCE: \_\_\_\_\_

CONTRACT PROVISIONS VIOLATED: \_\_\_\_\_

\_\_\_\_\_

DESCRIPTION OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REMEDY REQUESTED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

**Date Filed with:**

- |                   |                  |             |
|-------------------|------------------|-------------|
| 1) Prncpl/Admin   | Initialed: _____ | Date: _____ |
| 2) Superintendent | Initialed: _____ | Date: _____ |
| 3) Board of Educ. | Initialed: _____ | Date: _____ |
| 4) Arbitrator     | Initialed: _____ | Date: _____ |

**Written Response Recd:**

- |                  |             |
|------------------|-------------|
| Initialed: _____ | Date: _____ |
| Initialed: _____ | Date: _____ |
| Initialed: _____ | Date: _____ |
| Initialed: _____ | Date: _____ |