

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
GORHAM SCHOOL COMMITTEE
AND
GORHAM EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
(Secretaries and Educational Technicians)

September 1, 2012 – August 31, 2015

This Agreement is made and entered by and between the SCHOOL COMMITTEE of the Town of Gorham, Maine (hereinafter referred to as “Committee”) and the GORHAM EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, an affiliate of the Maine Education Association and the National Education Association (hereinafter referred to as the “Association”).

ARTICLE I RECOGNITION

- A. The Committee recognizes the Association, pursuant to the provisions of State of Maine Revised Statutes, Title 26, Chapter 9-A, as amended, as the sole and exclusive bargaining agent for the Secretaries (School Secretaries and Administrative Secretaries) and Educational Technicians (I, II, III) bargaining unit for those employees defined as “public employees” in the Maine Public Employees Labor Relations Law (26 MRSA Section 962(6)).

ARTICLE II ASSOCIATION RIGHTS AND DUES DEDUCTIONS

- A. Use of Facilities

The Association shall be permitted to use school facilities and equipment subject to the same regulations and charges as govern other community organizations using such facilities and equipment.

- B. Access to Members

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with scheduled meetings or assigned duties of the employees. The Association shall provide in writing to the Superintendent a current list of its duly authorized representatives and any changes thereafter.

- C. Communications

The Association shall be permitted the reasonable use of bulletin boards for the posting of notices of noncontroversial nature relating to Association business. The Association may use the School Department's mail service and employee mailboxes for communication of issues to employees covered by this bargaining unit.

- D. List of Bargaining Unit Membership

The Committee agrees to notify the Association President within thirty (30) days in writing of the name, address, job classification, and date of employment or discharge of any bargaining unit member.

- E. Dues Deductions

1. The Committee shall deduct Association dues from the pay of bargaining unit members during the employment year upon receipt of signed authorization from members of the Association on forms satisfactory to the Committee. However, if an employee has no paycheck coming to him/her, or the paycheck is not sufficient

enough to cover the dues, no deduction will be made from said Association member for that pay period.

2. Dues deductions will carry over from year to year, unless stopped by written request of the employee.
3. The Association agrees fully to indemnify and hold the Committee harmless from any claim or suit of any nature arising out of, or in connection with, any deduction pursuant to this provision.

F. Payroll Deductions

Upon appropriate written authorization from an employee of the bargaining unit, the Committee shall deduct from the salary of any bargaining unit member and make appropriate remittance for annuities, credit union(s), charitable donations, insurances, or any plans or programs approved by the Committee.

ARTICLE III DISCIPLINE AND DISCHARGE

- A. No member of the bargaining unit who has completed the probationary period six months shall receive a written reprimand or be suspended or discharged without just cause.
- B. Whenever an employee is called before the Superintendent or an administrator concerning any discipline matter which could have an adverse effect on the employee's employment, the employee and the Association shall receive prior written notice of the reasons for such meeting except in cases of mitigating circumstances. The employee shall be entitled to have an Association representative present for advice and representation during such meeting. For the purposes of this provision, meetings for the discussion of an employee's evaluation are exempt from these requirements.
- C. The Association President and Chairperson of the Grievance Committee shall be given written notice of any written reprimand, suspension or discharge of any member of the bargaining unit.
- D. Any employee discharged shall be paid in full for any outstanding wages and/or accumulated vacation in accordance with 26 M.R.S.A. Section 626.
- E. Suspension of an employee pending an investigation by the Superintendent and determination shall be with pay. A suspended employee shall be entitled to a hearing before the Superintendent within ten (10) working days unless an extension is mutually agreed upon in writing.
- F. Any member of the bargaining unit disciplined (excluding verbal reprimands) or discharged shall be given written notice and the reasons thereof.
- G. Generally, discipline shall be progressive in nature, however, the concept of progressive discipline may be departed from depending on the severity of the infraction. Additionally, in applying discipline, the following will be considered:
 1. Where an employee might reasonably not understand that his/her conduct could

have disciplinary consequences, the Superintendent must give the employee warning of the possible or probable disciplinary consequences of the employee's conduct before further discipline is imposed.

2. Where a violation of a rule or order of a supervisor is involved, the Superintendent must make an effort to discover whether the employee did in fact violate or a disobey a rule or order of the supervisor.
3. The Superintendent's investigation of alleged conduct must be conducted fairly and objectively.
4. The disciplinary action must be consistent with (a) the infraction for which disciplinary action is being applied and (b) the employee's conduct record.

ARTICLE IV EVALUATION

- A. Employees shall be evaluated at least once during each contract year.
- B. An employee shall be given a copy of any written evaluation report prepared by the evaluator. The Committee has the sole discretion to determine the evaluator(s). No employee shall be required to sign a blank or incomplete evaluation form.
- C. Any evaluation which is less than satisfactory must be accompanied by written recommendations for improvement.
- D. The employee shall have the right to submit a written response to his/her evaluation within thirty (30) days of its receipt, which shall be attached to the evaluation and placed in his/her personnel file.

ARTICLE V WORK RULES AND REGULATIONS

- A. The Committee shall have the right to promulgate and enforce at any time its rules or regulations which 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.
- B. The Committee agrees to provide each employee with a copy of its applicable rules or regulations.

ARTICLE VI GRIEVANCE PROCEDURE

The Association and the Committee agree that they will use their best efforts to encourage the informal and prompt settlement of any dispute that exists with respect to the interpretation or application of this Agreement. However, in the event such a dispute arises between the Committee and the Association which cannot be settled informally, a grievance procedure is described herein.

- A. Definitions

1. A “grievance” shall be defined as any dispute arising between the parties as to the meaning or application of the specific terms of this Agreement.
2. “Grievant” shall be defined as the employee, a group of employees, or the Association submitting a grievance.
3. “Days” shall mean all days exclusive of Saturdays, Sundays, holidays, storm days and school vacations.
4. “Parties In Interest” shall mean 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.

B. Informal Procedure

A grievance may be presented informally to the supervisor or his/her designee whose decision or action is being contested.

C. Formal Procedure

1. Supervisor Level – Step 1

- a. In the event satisfactory resolution is not achieved through informal discussion, the grievance, within twenty (20) days following the act or omission giving rise to the grievance or the date on which the grievant reasonably should have known of such act or omission if that date is later, shall present the grievance in writing to the supervisor or his/her designee. The immediate supervisor shall meet with the grievant and a representative of the Association within ten (10) days of the receipt of the grievance. A grievance so presented shall be answered in writing within ten (10) days after the meeting has been held. A copy of the decision will be given to the Association's Chairperson of the Grievance Committee and the President of the Association.

2. Superintendent Level – Step 2

- a. In the event satisfactory resolution is not achieved in Step 1, the grievant, within ten (10) days of the receipt of an answer or of the date the answer is due if no answer is provided, shall forward the grievance and written statement(s) why the resolution is not satisfactory and any other documentation to the Superintendent of Schools or his/her designee.
- b. A grievance affecting employees of more than one supervisor may be initiated at Step 2.
- c. The Superintendent or his/her designee shall meet with the grievant within ten (10) days after receipt of the written grievance for the purpose of resolving the grievance. The Superintendent shall render a written decision to the grievant, the Association's Chairperson of the Grievance Committee, and the Association President within ten (10) days of the meeting.

3. School Committee – Step 3

- a. In the event satisfactory resolution has not been achieved in Step 2, the grievant may file the grievance with the School Committee within ten (10) days of the receipt of the Step 2 answer.
- b. The School Committee shall within ten (10) days after receipt or during the next scheduled School Committee meeting, whichever is less, meet with the grievant and the Association for the purposing of resolving the grievance. The School Committee shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the grievant, the Association's Chairperson of the Grievance Committee, and the Association President.

4. Arbitration – Step 4

- a. In the event a grievance is not satisfactorily resolved at Step 3 and the Association wishes to proceed to arbitration, it shall serve written notice to that effect. Notice shall be by certified mail directed to the Superintendent of Schools within ten (10) days after receipt of the Step 3 decision. The parties shall confer within five (5) days to select an arbitrator deemed to be competent, experienced, and impartial. Should the parties be unable to agree upon an arbitrator, the grievance will be immediately referred by the Association to the American Arbitration Association for resolution by a single arbitrator in accordance with the procedures, rules and regulations of the American Arbitration Association. Once the arbitrator has been selected, it is the intent of the parties to schedule and have the hearing scheduled as expeditiously as possible.
- b. The decision of the arbitrator shall be rendered within thirty (30) days after selection and be binding upon both parties, but the arbitrator shall have no power to render a decision which adds to, subtracts from or modifies this Agreement; the decision shall be confined to the meaning or application of the specific terms of the Agreement.
- c. The arbitration proceedings will be conducted in accordance with the rules and procedures of the American Arbitration Association.
- d. The costs of the services of the arbitrator, including any per diem expenses, if any, any actual and necessary travel and subsistence expenses, and the costs of a hearing room and transcript, if any, will be shared equally by the Committee and the Association. All other costs will be paid by the party incurring them. If either of the parties requests a transcript for its own use, then that party requesting the transcript shall pay the cost of same.

D. Rights and Responsibilities of the Grievant, School Committee and Association

1. No reprisals shall be taken by the grievant, the Association the Committee or its agents against any participant in the grievance procedure by reason of such participation.
2. The grievant may be represented at any level of the grievance procedure only by an

Association-designated representative.

3. When an employee is not represented by the Association, the Association shall have the right and a reasonable opportunity to be present and state its views at any grievance meeting. No resolution of any individual grievance shall be inconsistent with the terms of the Agreement.
4. Except for the decision resulting from arbitration or settlement, all grievance documents, communications and records dealing with the grievance shall be filed separately from the personnel files of the grievant.
5. All meetings and hearings under this procedure shall be conducted in executive session and shall include the parties in interest and their designated representatives.
6. The Committee shall promptly forward to the Association a copy of any submitted written grievance and any written material accompanying the grievance.
7. A form for the filing of grievances is attached to this Agreement. See Appendix B.

E. Time Limits

1. The time limits in this Article may be extended by mutual written agreement.
2. In the event that a grievance is not timely answered by the Committee at any step in the procedure, the grievant may file at the next step in the grievance procedure.

F. Initiation of a Discipline Grievance

Any grievance that involves the discipline, including discharge, of an employee shall be submitted in writing initially to the administrator who imposed the discipline.

ARTICLE VII JOB DESCRIPTIONS AND RECLASSIFICATION

- A. Each bargaining unit member shall be provided with a current written job description which describes his/her job responsibilities. The Association shall be provided a copy of all current job descriptions of employees in the bargaining unit. In addition, the Association shall be provided a copy of job descriptions whenever jobs in the unit are modified or created.
- B. Where an employee is assigned work by two (2) or more persons, it shall be the responsibility of the employee's appropriate supervisor to resolve conflicts in work assignments which arise.
- C.
 1. When an employee is assigned to work in a higher job classification covered by this Agreement for one or more days, he/she shall be paid at the rate of the higher classification from the first full day of the assignment.
 2.
 - a. When an educational technician substitutes for a full day for a teacher who is absent, he/she will receive a \$30.00 stipend; substituting for a half day will be prorated at \$15.00. A full day is defined as 3.5 hours or more and a half day is

defined as at least 2.5 hours, but less than 3.5.

- b. When a special education teacher is absent, a substitute for the educational technician may be requested by the special education ed tech who is subbing for the teacher.
- D. An employee promoted or reclassified to a higher job classification shall be placed on the same step in the new classification as the employee held in the old classification.
- E. An employee involuntarily demoted to a lower job classification shall be placed on the same step in the new classification which comes closest to without exceeding the step the employee held in the old classification.
- F. Job Classification Appeals Procedure

The purpose of the appeals procedure is to upgrade job (level) placement due to a significant change in duties and/or responsibilities. It is understood that the Maine Department of Education regulations will be included in the criteria for proper placement of educational technicians.

PROCEDURE:

1. A written appeal with supporting documentation must be filed with the supervisor.
2. Within thirty (30) days of receipt of the appeal the supervisor will review the request and make a written recommendation to the Superintendent or his/her designee with copies to the individual and the Association.
3. Within thirty (30) days of receipt of the appeal the Superintendent or his/her designee, in consultation with the Association, will act on the request and send written notification of the decision to the individual and the Association.
4. Implementation of a level upgrade will mean placement on the appropriate level at the same step currently held retroactive to the date of the initial request.

ARTICLE VIII NON-DISCRIMINATION

- A. Employees covered by this Agreement shall have rights afforded under Section 963 of Chapter 9-A, Title 26, M.R.S.A. No employees shall be favored or discriminated against by either the Committee or the Association for his/her membership or non-membership in the Association.
- B. The School Committee has adopted a Nondiscrimination/Equal Opportunity and Affirmative Action Policy (AC) and a Harassment of Employees Policy (ACAB).

ARTICLE IX NOTICE

Members of the bargaining unit shall be provided written notice of their assignment, work year and work schedule for the coming school year. This notice shall be provided not later than two

(2) weeks prior to the beginning of the school year with the understanding that the Committee may change the employee's assignment to meet the needs of the District. In addition, members of the bargaining unit who work a school year shall receive a notice of reasonable assurance for employment in the subsequent school year not later than June 10th.

ARTICLE X PERSONNEL FILE

- A. The Superintendent shall maintain, for official school department purposes, one (1) official personnel file for each employee. This file shall include, but not be limited to, any formal or informal written employee evaluations and reports relating to the employee's character, credit, work habits, compensation and benefits relating to the employee which the School Committee has in its possession. In addition, the parties acknowledge that the employee's supervisor shall have the right to maintain a working file.
- B. Any complaint regarding an employee made to any member of the administration by a parent, student or other person which warrants action shall be investigated and called to the attention of the employee.
- C. Any member of the bargaining unit shall be sent a copy of all material placed in the personnel file at the same time the material is placed in the file. Anonymous material shall not be placed in the personnel file.
- D. Any member of the bargaining unit shall have the right to examine his/her personnel file in the presence of the Superintendent or the Superintendent's designee during the normal business hours of the Superintendent's office. Upon request, an employee may obtain a copy of any material in the file at the expense of the employee. An employee's representative shall have the right to examine an employee's personnel file with the written permission of the affected employee. An employee shall have the right to submit a written response to any material placed in the file. The written response shall be attached to the appropriate file material and placed in the personnel file.

ARTICLE XI POSITION VACANCIES

- A. Whenever a job opening occurs for a position within the bargaining unit, it shall whenever possible be posted internally for a period of five (5) working days before being advertised externally. Such posting shall be accomplished by placing a notice on the designated bulletin boards accessible to all members of the bargaining unit or by written notice to each employee. A notice shall be sent to the President of the Association at the same time it is posted or mailed to each employee.
- B. Any member of the bargaining unit who applies for any position opening within the bargaining unit for which he/she possesses the necessary qualifications shall be given the opportunity for an interview by the School Department. However, the decision as to which candidate to hire is at the sole discretion of the administration.

ARTICLE XII SENIORITY, LAYOFF, RECALL

A. Seniority

1. "Seniority" shall be an employee's length of continuous regular service since the most recent date of his/her employment in the bargaining unit. The date used for this purpose is the employee's first day of work, not the date that he/she was hired.
2. For school year employees, the summer will not be considered a break in service.
3. Seniority rights do not accrue to temporary, seasonal or on-call employees.
4. A probationary employee has no seniority rights during the probationary period, but upon completion of the probationary period will be placed on the seniority list retroactive to the date of hire based on continuous employment.

B. Seniority List

1. By October 15 of each year, the Superintendent shall establish a seniority list with the name, most recent date of employment, and job classification. The employee with the greatest seniority will be listed first.
2. The seniority list will be sent to the President of the Association for posting and distribution. Any disagreement with the list must be reported by the Association by December 1st, otherwise the list shall be deemed accurate.

C. Layoffs and Reductions in Force (RIF)

If the Committee determines that it is necessary for any reason to reduce any bargaining unit position(s), then it will implement its decision as follows:

1. Notify the Association that it has determined that reductions in the work force are necessary and in which job classifications the reduction shall occur. The Committee (or its designee) will meet and consult with the Association upon request prior to a decision to eliminate any bargaining unit positions.
2. The affected employee(s) will be determined based on seniority in their classification as specified in Article I Recognition. If more than one employee shares the same seniority, the Superintendent will use employee qualifications to determine the affected employee. Employee qualifications are defined as job-specific skills and experience, and authorization as applicable and as determined by the Superintendent. The employee with the lower qualifications will be notified that he/she is the affected employee.
3. The affected employee may have the right to displace the least senior employee in any other bargaining unit classification in which he/she is qualified as defined in above section C.2. Part-time employees may only displace another part-time employee. Part-time is defined as less than 25 hours per week. Written notice of intent to exercise this right must be given to the Superintendent with a copy to the Association within five (5) calendar days after the employee is notified that he/she no longer has a position. Within five (5) days after the employee gives such notification, the Superintendent will notify the least senior employee that he/she is to be displaced.

4. An employee whose position has been eliminated or reduced will be offered any vacant positions within the bargaining unit for which he/she is qualified. Employee qualifications are defined as job-specific skills and experience, as determined by the Superintendent.
5. Any affected employee who is to be laid off will be given at least 21 calendar days written notice or payment of three (3) weeks at his/her standard rate of pay, exclusive of overtime. Accrued vacation time due the employee will be paid at termination.

D. Recall

1. The Superintendent 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 bargaining unit. For this purpose, it shall be the employee's responsibility to keep the Superintendent advised of his/her current address.
2. The Committee shall offer re-employment to employees on the recall list for any vacancies in the classification from which they were laid off or in any other for which they qualify. Re-employment shall be by reverse order of layoff. Notice of recall will be given by certified mail return receipt requested to the last address given to the Superintendent by an employee.
3. An employee who is laid off will remain on the recall list for two (2) years unless the employee:
 - a. fails to respond to the recall notice within twenty-one (21) calendar days of its postmark, or
 - b. resigns in writing, or
 - c. refuses a position equivalent to their prior position
4. Employees re-employed within two (2) years of the effective date of layoff shall retain their seniority and all benefits accumulated prior to the layoff. The recalled employee within the two (2) year period shall be placed on the wage step reflecting his/her salary step obtained prior to the layoff.

E. Job Search Leave

An employee who receives notice of layoff shall immediately be granted up to three (3) days of paid leave, to be deducted from his/her accumulated sick leave, to apply and interview for other jobs.

- F. Employees who receive notice of layoff will be notified of their right to continue insurance coverage in accordance with COBRA regulations.

**ARTICLE XIII
SEVERABILITY**

In the event that any provision of this Agreement is found to be in conflict with any state, federal or other applicable law, such law(s) shall prevail and such provision of the Agreement shall be considered invalid and void. Such invalidity shall not affect the validity of remaining provisions of the Agreement which shall remain in full force and effect.

ARTICLE XIV HEALTH AND SAFETY

- A. The Committee and the Association agree to establish a joint committee comprised of three (3) representatives each to identify, to investigate, and to prepare written recommendations. This health and safety committee shall submit its written recommendations to the School Committee and the Association. The recommendations of the health and safety committee will be forwarded to the School Committee and the Association negotiations teams for negotiations. Negotiations will begin within thirty (30) days unless mutually agreed by both parties.
- B. The parties agree that the issue of “video display terminal” shall be one of the issues to investigate and joint recommendations submitted.
- C. The Committee shall comply with applicable provisions of federal, state and local laws with respect to employment, safety and health insofar as they pertain to the working conditions of employees.

ARTICLE XV WORK SCHEDULE

- A. Work Week

Full-time Administrative Secretaries and School Secretaries, Educational Technicians I, II, and III are those scheduled to work twenty-five (25) or more hours per week. Part-time secretaries, Educational Technicians I, II and III are those scheduled to work less than twenty-five (25) hours per week.
- B. Work Year
 - 1. The typical work year for Educational Technicians I, II and III will be the actual days of instruction plus additional inservice days as determined by the principal.
 - 2. The typical work year for school-year secretaries shall be at least the actual days of instruction in each school year with additional days as determined by the Committee and/or Superintendent. The exception to this section is any secretary whose work year is year-round.
 - 3. For the purposes of this Article, the phrase “typical work year” is intended to communicate the length of the work year an employee may reasonably expect and is not intended to guarantee the number of work days.
- C. Change in Work Schedule.
 - 1. In the event that an employee's regular work schedule is changed, the employee's

supervisor shall inform the employee of the change at least ten (10) days prior to its effective date, except in an emergency.

2. If an employee's hours per week are reduced to less than twenty-five (25) hours per week, the reduction shall be considered to be a reduction-in-force and shall be implemented in accordance with that Article.

D. Break Periods

Employees are entitled to one fifteen (15) minute paid break period for every four (4) hours worked.

E. Meal Periods

Employees who work six (6) hours per day or more are entitled to one thirty (30) minute unpaid duty-free meal period for each work day. Meal periods shall be scheduled as close to the middle of the work period as possible.

F. Overtime

1. The Committee shall not unilaterally curtail the scheduled hours of work of an employee during a work week in which the employee has previously worked hours outside of his/her regular work schedule in order to avoid overtime pay.
2. Employees shall receive overtime pay at their applicable hourly rates at time and one-half (1.5) for all hours worked in excess of forty (40) hours per week. Holiday and sick leave hours will be credited toward over-time hours in the pay period. Vacation time, personal leave and bereavement leave will not be credited toward over-time hours.

G. Storm Days

1. Employees who wish to work on a declared storm day may do so only with supervisory approval. Employees may elect to be paid for storm days, which days shall be deducted from their earned vacation time.
2. Employees who are sent home after reporting to work due to an unplanned dismissal of school, or delayed start of school, will be paid for a full day's work if the day will not be re-scheduled.

H. Flexible Summer Schedule

Employees who work during the ten (10) weeks when school is not in session during the summer may have the opportunity to work a four (4) ten (10) hour day work week instead of a five (5) eight (8) hour day work week provided the changed work week is requested one (1) week in advance and the supervisor determines such a change will not have an adverse effect on scheduled work. No request for an altered work week will be unreasonably denied.

ARTICLE XVI HOLIDAYS

- A. The following days will be considered paid holidays if they fall within the employee's regular work year. Compensation is to be paid at the employee's regular hourly rate for the number of hours that the employee normally works each day:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veteran's Day	President's Day
Thanksgiving Day	Patriot's Day
Day after Thanksgiving	Memorial Day
Christmas Day	Independence Day

A school year employee shall receive holiday pay for July 4th provided the employee works four (4) days during the work week in which the holiday occurs.

- B. Whenever any of the holidays above fall on a weekend, the Superintendent shall designate either the preceding Friday or the following Monday as an observed holiday.
- C. An employee required to work on a day designated as a holiday shall be entitled to a premium rate of one and one-half (1.5) times his/her basic hourly straight time rate for each hour worked in addition to the holiday pay as described above.
- D. Holiday pay is in lieu of other paid leave to which an employee might otherwise be entitled on the employee's holiday.

ARTICLE XVII LEAVES

- A. Bereavement

1. An employee shall be excused from work up to five (5) calendar days each occurrence because of death in his or her immediate family, as defined below, and shall be paid his or her regular hourly rate of pay for the scheduled working hours missed. Not more than eight (8) hours per day shall be paid under this Article. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. Immediate family is defined to mean spouse/partner, parents, foster parents, children, brothers, sisters, grandparents and grandchildren. These relationships may be in-natural, in-law or in-step.
2. In addition, paid time is allowed to attend the funeral of a relative or close friend, providing it is requested of the Administrator and arrangements can be made to cover the work of the employee who has requested that time.

- B. Jury and Witness Leave

An employee called for jury duty and/or subpoenaed as a witness in a court of law shall continue to receive regular pay from the Committee during such duty.

C. Military Leave

The Committee will comply with all applicable laws and regulations concerning military leave.

D. Business/Personal Leave

Three (3) days or six (6) half days of business/personal leave per contract year may be granted for the purpose of transacting such business as cannot be conducted outside of the normal work day and the applicant will not be required to state the reason for such leave. These days shall be deducted from the employee's accumulated sick leave. Whenever possible, a request shall be submitted to the Superintendent through the administrator in writing at least two (2) days before leave is desired. Except under dire circumstances, no leave shall be approved for use immediately before or after a holiday or vacation. A final decision will be made by the Superintendent after reviewing the request.

E. Child Care Leave

An employee with at least two (2) years uninterrupted service and who has a child under the age of eight (8) years, either by natural birth or adoption, may request and shall be granted one (1) contract year's leave of absence for the purpose of taking care of that child.

F. Family Illness Leave

Employees may use up to 40 hours of their personal sick leave each year to care for an ill spouse, child or parent requiring the attention of an employee. Up to 16 hours will not be deducted from their accumulated sick leave.

G. Other Leaves

Other extended leaves of absence may be granted by the School Committee.

H. Reinstatement of Benefits

In the event that leave as in E, F, and G above is taken by an employee, all previously accrued benefits will be credited to the employee on his/her return from said leave(s). Benefits shall include sick leave, seniority, pay steps and vacation time.

I. Sick Leave

1. All employees shall earn 1.5 sick leave days per month. All unused sick leave will accumulate up to a total of one hundred and thirty five (135) days. Part-time employees shall earn a prorated amount of sick leave.
2. Each employee shall receive in writing no later than October 1 a statement of sick leave earned, used and accrued.
3. Pay for sick leave used will be computed on the basis of hours the employee is scheduled to work times the hourly rate of pay. Sick leave used will be recorded in one-half (.5) hour intervals.

4. Sick leave shall not be accrued after an employee is on workers' compensation for three (3) months, or when an employee is on an unpaid leave of absence, layoff, or long term disability.
5. Employees shall make every effort to notify the appropriate supervisor of their inability to report to work as soon as possible prior to the beginning of the work day.
6. Medical leave for disability resulting from pregnancy or childbirth shall be treated like any other work-related disability. Employees are entitled to family leave as provided by the federal Family and Medical Leave Act and the Maine Family Medical Leave Act. Any employee taking FMLA leave shall concurrently use any applicable paid leave available, provided the employee meets all requirements for such paid leave. After such paid leave is exhausted the balance of the FMLA leave shall be unpaid.
7. A "wellness" bonus of \$100 (\$125 for full year employees) will be paid in July to those employees who took no sick leave between the previous July 1st through June 30th.

J. Catastrophic Medical Emergency – Chronic Illness Leave Bank

The Catastrophic Medical Emergency-Chronic Illness (CME-CI) leave bank shall be jointly administered by the Committee and/or its designee and representative(s) of the Association.

Since the CME-CI leave is separate, more narrow in scope, and distance from the sick leave benefits provided by statute and contract, the following definitions will prevail in the determination of granting or denying of leave under this section:

Catastrophic Medical Emergency: A catastrophic medical emergency is one which is sudden and unforeseen, involves extraordinary or catastrophic injuries or illness, and requires immediate medical attention.

Chronic Illness: A chronic illness is one in which bodily health impairment is constant and consistent and of a long duration.

When an employee uses up his/her accumulated personal sick leave, he/she may draw on the CME-CI leave bank if he/she can satisfy the conditions outlined below:

1. To qualify for CME-CI leave from the CME-CI leave bank, and employee must have:
 - a. Used all of his/her personal sick leave.
 - b. The employee must supply, in all cases, a physician's statement certifying his/her medical incapacitation and submit a form prepared by the Committee and the Association to be completed by the physician which certifies that the incapacitation meets the definition and criteria of CME-CI.
 - c. Been ill for a period that extended ten (10) working days or more.

- d. Been a contributing member of the CME-CI leave bank at the time of the request.
 - e. The employee must be unable to return to suitable employment with the District because of a catastrophic medical emergency or a chronic illness.
2. Members withdrawing CME-CI leave days from the bank will not have to replace these days, except as a regular contributing member of the bank.
 3. Members withdrawing CME-CI leave days from the bank will donate or withdraw the number of hours in their regular work day subject to the other criteria in this Article.
 4. Employees must notify the Superintendent's Office if they do not wish to enroll (and contribute according to #10) in the CME-CI leave bank, on or before September 15th.
 5. Sick leave days contributed to the bank may not be withdrawn if the member, at a later date, leaves the employ of the School Committee or wishes to withdraw membership in the bank.
 6. A member who uses the CME-CI leave bank must contribute a sick day to the bank upon return to active employment.
 7.
 - a. Upon application and approval, a member may draw a maximum of sixty (60) days from the CME-CI leave bank. If more sick days are warranted, such leaves may be granted by the School Committee, but not to be withdrawn from the bank. In no case shall a member draw more days from the sick leave bank than two (2) times the member's equity in his/her accumulated personal sick leave. Equity in accumulated personal sick leave will be determined at the beginning of the employee's sickness.
 - b. When the total accumulated days in the CME-CI leave bank are less than one hundred (100), a member may initially draw a maximum of one-fourth ($\frac{1}{4}$) the total accumulated days.
 8. On or before October 15th of each year, the Superintendent shall provide the Association with the accumulated sick bank balances.
 9. The maximum number of CME-CI leave days in the aggregate shall be accumulated to one hundred seventy-five (175) working days based on a seven (7) hour day, one thousand two hundred twenty-five (1225) hours.
 10. On or before October 30st of each year, the Association shall provide the Superintendent with a list detailing the members from whom and in what order to deduct the 175 sick days, if needed.
 11. Only employees enrolled in the CME-CI leave bank shall be required to contribute days, if needed, to the CME-CI leave bank.

ARTICLE XVIII RETIREMENT

A. Retirement

1. Maine Public Employees Retirement System

The Committee shall provide a retirement plan for full-time and eligible employees under the Maine Public Employees Retirement System.

2. Social Security

The Committee shall provide Social Security coverage for all employees not under the Maine Public Employees Retirement System.

3. Accumulated Sick Leave

Up to twenty-five (25) accumulated sick leave days will be paid upon retirement to employees who have worked for the District at least fifteen (15) years provided they notify the Superintendent 90 days in advance of their retirement date and are retiring under the Maine Public Employees Retirement System or Social Security.

ARTICLE XIX VACATIONS

A. 1. Educational Technicians I, II, III (2012-2013)

Five (5) days paid vacation per year after the first (1st) year of employment, providing that the employee works the length of the school year, eight (8) days after seven (7) years of employment, ten (10) days after ten (10) years of employment. Compensation is to be paid at the employee's regular hourly pay rate for the number of hours that the employee normally works each day.

Educational Technicians I, II, III (2013-2014)

Five (5) days paid vacation per year after the first (1st) year of employment, providing that the employee works the length of the school year, nine (9) days after seven (7) years of employment, eleven (11) days after ten (10) years of employment. Compensation is to be paid at the employee's regular hourly pay rate for the number of hours that the employee normally works each day.

Educational Technicians I, II, III (2014-2015)

Five (5) days paid vacation per year after the first (1st) year of employment, providing that the employee works the length of the school year, ten (10) days after seven (7) years of employment, twelve (12) days after ten (10) years of employment. Compensation is to be paid at the employee's regular hourly pay rate for the number of hours that the employee normally works each day.

2. School-Year Secretaries

One (1) week (5 working days) paid vacation per year after the first (1st) year of employment, two (2) weeks (10 working days) after seven (7) years of employment, and three (3) weeks (15 working days) after ten (10) years of employment providing that the employee works the length of the school year. Compensation is to be paid at the employee's regular hourly/weekly pay rate.

3. Year-Round Secretaries

For secretaries who work a full (52 week) work year, paid vacation will apply as follows: Two (2) weeks (10 working days) paid vacation per year after the first year of employment, three (3) weeks (15 working days) paid vacation after seven (7) years of employment, and four (4) weeks (20 working days) paid vacation after ten (10) years of employment. Compensation is to be paid at the employee's regular hourly/weekly pay rate.

- B. All vacations must be scheduled and approved in advance by the employee's immediate supervisor and shall be taken, except in the most unusual circumstances, when school is not in session. Approval shall not be unreasonably denied.
- C. For school year employees, vacation pay shall be paid at the end of each employee's work year, during school vacation, or to avoid loss of pay in lieu of a storm day, at the discretion of the employee. For full-year employees, up to ten (10) days of vacation may be carried over to the next contract year, but any vacation carried over must be used by December 31st or it will be forfeited.

ARTICLE XX WAGES

A. Wage Schedule

Employees shall be paid wages as specified in Appendix A, Wage Schedule.

- B.
 - 1. Employees are paid bi-weekly commencing with the first pay period of the school year based upon hours worked. School-year employees will have the option to have their annualized anticipated wages paid in twenty-six (26) equal payments. This request must be received by the Superintendent's Office before August 1st each year, except for employees hired after August 1st and prior to the start of the school year. Only employees with a regular, consistent schedule of at least twenty-five hours per week are eligible for this option. (Appendix C)
 - 2. For those choosing annualized pay, adjustment for increases in weekly hours over the course of the school year shall be made by separate check no later than July 31st. Any reductions for decreases in weekly hours over the course of the school year shall be made in the July payrolls.

C. Initial Placement and Step Progression

- 1. For the purposes of initial placement, new employees may receive up to six years credit in FY13, seven years credit in FY14 and 8 years credit in FY15 on the wage scale for prior experience relevant to the specific job classification. The determination of experience will be at the discretion of the Superintendent's Office

in consultation with the Association.

2. Length of service to determine eligibility for progression from step to step on the salary schedule shall be calculated from the employee's date of hire. Employees must work $\frac{1}{2}$ or more of their employment year to receive one year of credit for movement on the salary schedule.

ARTICLE XXI INSURANCES

A. Worker's Compensation

Worker's compensation insurance shall be carried by the Committee on all employees covered by this Agreement.

B. Health Insurance

1. The Committee agrees to provide coverage for employees working a minimum of twenty-five (25) hours per week who so desire group hospital, surgical, and major medical insurance.
2. Employees have a choice of the Standard Plan or Choice Plus Plan through the MEA Benefits Trust. The Committee will pay 100% of the previous year's Choice Plus Plan rates for single, two person, adult with children, or full family (including domestic partners) subscribers.
3. Employees in school-year positions will pay the full current year premium for the months of July and August.
4. The costs in excess of the amounts described above will be borne by the employee. For the first two years of this Agreement, the increase in the employee's contribution shall not exceed 15% of the prior year's premium.
5. As the major contributor to the group insurance, the Committee reserves the right to determine the carrier providing the coverage of any new plan is of equal or better coverage than the present plan.

C. Dental Insurance

The School Committee agrees to provide to each eligible employee who desires to enroll in this program, dental insurance coverage under the Delta Dental program, for those weeks they are paid for working, as follows:

1. The Gorham School Department will pay up to the two-person premium for Delta Dental Plan VII, but not more than 107% of the previous year's premium for two-person coverage in Plan VII. For those who are not employed for the months of July and August the premium for those two months may be made through payroll deduction.
2. As the major contributor to this dental insurance, the Committee reserves the right to determine the carrier, providing the coverage of any new plan is of equal or

better coverage than the present plan.

- (a) Definition of eligible employee: An employee who works a minimum of twenty-five (25) hours per week.

D. Life Insurance

The Committee shall pay the full cost of term group life insurance under the Maine State Group Life Insurance program or a similar program for all employees in an amount equal to the employee's annual salary.

ARTICLE XXII PROFESSIONAL DEVELOPMENT

- A. The School Committee agrees to pay for professional development for employees who pursue job-related education or training, including reauthorization for ed tech certification. This benefit is available for employees who have completed one year of employment based on their initial date of hire. This will be done upon satisfactory completion of an approved course (with a grade of "C" or better) or program according to the following schedule:

1. one (1) three-credit undergraduate/graduate courses per year up to the equivalent amount of three graduate credit hours of the University of Southern Maine rate in effect January 1 of the previous school year or
2. other approved workshops/programs up to an amount equivalent per year to one (1) three-credit courses as above.
3. In the event that an employee wishes to take a second three credit course for job related education or training in a particular year, he/she may make a request using the standard approval form. The Superintendent shall grant such a request to the extent that funds are available because other employees in the bargaining unit have chosen not to take a course in a given year.

- B. In order to be eligible for payment, an employee must submit the appropriate approval form for signature to the building principal. The form must be signed by the Superintendent and will be filed in the Superintendent's Office.

- C. Payment may be requested by the employee by submitting a receipt and evidence of satisfactory completion to the office of the Superintendent.

1. An employee at his/her option, may request up to one half ($\frac{1}{2}$) of a course cost in advance. Such a request must accompany the course approval form which must state the full amount of cost.
2. Request for partial or full payment must be made to the Superintendent's Office within 90 days of the announcement of grades for reimbursement to occur. Employees must sign a written agreement to reimburse the School Department if they fail to complete the course/workshop or receive a "C" or better (if applicable).
3. In addition, an employee may choose to use the third party billing option whenever

available.

4. An employee who accepts advance payment and who fails to satisfactorily complete the approved course or fails to submit evidence of completion must return the advanced amount to the Superintendent's Office within fifteen (15) days of the announcement of grades.

ARTICLE XXIII MANAGEMENT RIGHTS AND DEPARTMENT RULES

The Committee retains all right and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. The Association acknowledges the right of the Committee to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement.

ARTICLE XXIV LENGTH OF AGREEMENT

This Agreement shall become effective as of September 1, 2012. This Agreement shall continue unless mutually modified in writing until August 31, 2015.

In witness whereof, the parties have caused this Agreement to be executed on the day and year written below.

Chairperson,
Gorham School Committee

President of Gorham Educational
Support Personnel Association (SAA)

Date

Date

Chief Negotiator, Gorham Educational
Support Personnel Association (SAA)

Date

Gorham School Department

GRIEVANCE FORM

Grievant: _____

Date: _____

School: _____

Grievance Representative: _____

Alleged Article(s) and Section(s) of Agreement Violated: _____

Statement of Grievance (including date of acts or omissions complained of): _____

Redress sought: _____

I will be represented in this grievance by: (check one)

Association _____

Myself _____

Association Grievance Representative's Signature: _____

(If the Association is representing the Grievant, an Association representative must sign here.)

The grievance was filed with the office of _____ on

_____ by: (check one)

Mail _____

Personal Delivery _____

Signature of Grievant

Gorham School Department

Annual Pay Election Form for Full-time Hourly Employees

In accordance with your Collective Bargaining Agreement, all school year full-time employees have the option of being paid in 26 estimated payments or to just be paid for actual hours worked each period.

Check below if you wish to receive your pay in 26 payments, sign and return to the payroll Department by August 1st.

Your Name (please print): _____

School: _____ Position: _____

Weekly Scheduled Hours: _____

_____ I elect to receive my hourly wages (estimated) on an annual basis, in 26 bi-weekly payments, to be paid from September-August.

OR

_____ I elect not to receive my wages (estimated) in 26 bi-weekly payments and to be paid hourly from September-August.

If this form is not returned by August 1st you will be paid hourly for the number of hours worked.

I understand this election will remain in effect for the union contract period. Any additional hours recorded on your time card will be paid in a separate check not later than July 31st. Reductions for any decreases in weekly hours over the course of the school year shall be adjusted by July 31st.

In the event of my termination, any over or under payments will be adjusted accordingly. I understand that any under payments will be paid to me at the end of my payment cycle. Any over payments will be my responsibility to pay back to the Gorham School Department, as well as deductions for any fringe benefits.

Snow days will not be subtracted out of annualized pay. The days will be worked at the end of the year. If not worked in June, they will then be deducted. If you leave before the end of the year, the owed time will be deducted.

Employee Signature: _____ Date: _____

-----FOR PAYROLL USE ONLY-----

26 WEEK

ANNUALIZED PAY – Hourly paid employee

Scheduled Work Days: _____

+ Holiday Allowance: _____ (days)

+ Vacation Allowance: _____ (days)

Total: _____

X Daily Work Hours: _____

X Rate of Pay: _____

Estimated Annual Pay: _____
(bi-weekly estimated payment)

Payroll Signature: _____ Date: _____

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