

2009 – 2011

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 33
BOARD OF DIRECTORS**

AND

**MAINE SCHOOL ADMINISTRATIVE DISTRICT NO.33
EDUCATION ASSOCIATION/MEA/NEA
SUPPORT STAFF UNIT**

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APPENDIX A

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ARTICLE 01 - RECOGNITION

- 01:01 The Maine School Administrative District No. 33 Board of Directors (hereinafter called the Board) hereby recognizes the Maine School Administrative District No. 33 Education Association MEA/NEA (hereinafter called the Association) as the sole and exclusive bargaining agent as defined under Maine Law 26 M.R.S.A. Chapter 9-A, as amended, for the bargaining unit designated in paragraph 01:02.
- 01:02 The bargaining unit shall consist of all public employees, as defined by Maine Law 26 M.R.S.A. Chapter 9-A § 962 §§ 6, of Maine School Administrative District No. 33. Excluded from the unit are the superintendent's secretaries, other central office positions, cafeteria supervisors, and custodian/bus driver supervisor.
- 01:03 All new employees shall serve a probationary period of one (1) year. Should an educational technician be hired during the second semester of a school year, his/her probationary period will be extended through the completion of the next school year. The Board shall have the right to terminate the employment of any such employee within the probationary period without such action being subject to the provisions of Article 05.

ARTICLE 02 - GRIEVANCE PROCEDURE

02:01 DEFINITIONS

- 02:01:01 "Grievance" means a dispute as to the meaning or application of the terms of this Agreement.
- 02:01:02 "Grievant" means the employee(s), or the Association, alleging that there has been, with respect to him/her, an interpretation or an application of the terms of this Agreement which violates the Agreement.
- 02:01:03 "Day" means working school days, except during the summer when days shall mean Monday through Friday, except for legal holidays.

02:02 REPRESENTATION

The Association President of the bargaining unit and/or his/her designee(s) will have the opportunity to be present and participate at all stages of the grievance procedure.

- 02:02:02 All meetings conducted under this Article shall be in private.

02:03 TIME LIMITS

- 02:03:01 A prompt resolution of the grievance is desirable. Therefore, the time limits herein must be faithfully observed by all concerned and the number of days separately specified herein will be considered as the maximum amount of time for each process herein. The time limits specified herein may be extended only by mutual agreement between the parties to the grievance. Mutual agreement is not subject to the grievance/arbitration processes of this Collective Bargaining Agreement.

02:03:02 A grievance shall be deemed waived unless it is properly filed as a formal grievance at Level One within fifteen (15) days of ending attempts to informally resolve the matter as provided for in section 02:04.

02:04 INFORMAL PROCEDURE

Upon the occurrence, or when the grievance should reasonably have become known, the grievant and/or the Association will make every reasonable effort to resolve the grievance informally at the lowest level at which it can be adjusted. It is understood that such efforts will not be made during the grievant's working day unless approved by the superintendent. If the grievance cannot be resolved informally within ten (10) days, the grievant may present his/her claim as a formal, written grievance at Level One, as provided for in section 02:05:01 of this Article.

02:05 FORMAL PROCEDURE

02:05:01 Level One - If the grievance is not resolved informally, the grievant may present his/her formal written grievance to the Superintendent of Schools within fifteen (15) days of ending attempts to informally resolve the matter. The Superintendent of Schools shall take whatever action he/she deems appropriate in consideration of the grievance and shall respond to the grievant and the Association in writing within twenty (20) days after his/her receipt of the formal grievance. A grievance filed at this level must include a written statement from the grievant as to why the decision at the informal level was not satisfactory.

02:05:02 Level Two - If the grievance is not resolved at Level One, the grievant may present his/her formal grievance to the Board of Directors within five (5) days after receipt of the decision from the Superintendent. The Board of Directors will review the grievance and within fifteen (15) days will meet with the grievant to hear the claim of grievance and to receive arguments and evidence that may bear upon the claim. Within three (3) days following this meeting, the Board of Directors will forward its written decision to the grievant and to the Association President and/or his/her designee. A grievance filed at this level must be accompanied by a written statement from the grievant as to why the decision at Level One was not satisfactory.

02:05:03 If the grievance is not settled through the foregoing procedures, the Association may, within twenty (20) days, appeal the grievance to arbitration. Upon notice of the Association's decision to proceed to arbitration, the Superintendent and the Association shall 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, they shall use the rules and procedures of the American Arbitration Association. The cost of the arbitration will be borne equally by the Board and the Association.

02:05:04 The arbitrator selected shall confer promptly with the representatives of the Board and the grievant and shall review the record of prior meetings and shall hold such hearings with the grievant and the Board, as he/she shall deem requisite.

02:05:05 The arbitrator shall render his/her decision to all parties setting forth his/her findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this agreement. The arbitrator shall be without power to make any decision which is contrary to law and/or interferes

with the statutory duty of the Board. The arbitrator's decision shall be final and binding on the parties subject to judicial review per Maine law, as amended.

ARTICLE 03 - ASSOCIATION RIGHTS AND PRIVILEGES

- 03:01 Whenever any support staff member is mutually scheduled in advance, by the Superintendent and the President of the Association, in writing and by individual name, to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
- 03:02 Representatives for the Association, the Maine Education Association, and the National Education Association shall be permitted to transact official Association business or meetings on school property provided that it is at reasonable times, that it shall not interfere with or interrupt normal school operations, and that approval of the time and place has been received from the building principal in advance of all such planned meetings.
- 03:03 The Association shall have the right to make reasonable use of the school facilities and equipment at reasonable times provided permission has been received from the building principal. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- 03:04 The Association shall have, in each building, the exclusive right to its bulletin board in each employee lounge.
- 03:05 The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary, provided such use is approved in advance by the building principal.
- 03:06 The Association shall have the right to have telephones installed in any reasonable location, at the discretion of the building principal, in any school as long as all costs are borne by the Association.
- 03:07 Within five days following the reading and accepting of Board meeting minutes, three copies of same minutes shall be forwarded to the President of the Association.
- 03:08 The Administration shall provide an annual pool of five non-cumulative days from which the Association officers or their representatives may draw, until expended, for Association business at the county or state levels. These days shall total five (5) days for the Association and not per officer. Whenever possible, the Association agrees to give forty-eight (48) hours advance notice to the Superintendent's office for all such days used and shall bear the cost of all such substitutes used on such days.

ARTICLE 04 - MANAGEMENT RIGHTS

- 04:01 Except as explicitly limited by a specific provision of this Agreement, Management shall continue to have all rights and authority available to it under law, regulation, or policy. Management shall have the exclusive right to take action it deems appropriate in the operation of the School District, in the implementation of educational policy, and in the direction of the work of employees covered herein.

ARTICLE 05 - DISCIPLINE/DISCHARGE

05:01 No employee covered herein will be disciplined, suspended, demoted, discharged, or reprimanded without just cause. An employee may be placed on administrative leave with pay pending an investigation.

ARTICLE 06 – INTERRUPTION OF WORK

06:01 As per the provisions of 26 MRSA § 964 (c), employees shall not engage in a work stoppage, slowdown or strike. An employee violating the provisions of this article may be subject to disciplinary action, including suspension or discharge.

ARTICLE 07 - DUES DEDUCTIONS

07:01 The Board shall deduct regular dues upon receipt of an annual signed authorization form for each employee. The Association shall supply such signed authorization form to the central office.

07:02 The Board shall forward all such dues so collected to the Association, or to the Association's designee, within twenty (20) days following the month in which deductions are made.

07:03 The Association shall indemnify and hold the Board harmless against any and all claims and suits which may arise by reason of any action or inaction by the Board, or the Board's designee, under the terms of this Article. Should the District change its accounting practice as related to the collection of union dues, it will notify the Association in writing.

ARTICLE 08 - JOB DESCRIPTION AND RECLASSIFICATION

08:01 Each employee will be provided with a current written job description upon employment by the District and at any time the job description changes.

08:02 When an employee works in a higher paying job category than his/her current category for a full day or more, he/she shall receive additional pay determined by the percentage differential between job categories.

08:03 An employee involuntarily assigned to a lower paying job category shall not have his/her salary reduced because of the transfer.

08:04 An employee assigned the duties of a substitute teacher shall receive the higher of his/her own pay or substitute's pay.

ARTICLE 09 - EVALUATION

09:01 All monitoring or observation of work or performance of an employee shall be conducted openly and with full knowledge of the employee.

09:02:01 Employees shall be evaluated annually by their building principal or other supervising administrator. The evaluation shall be limited to the employee's performance of the duties enumerated in his/her job description. The employee shall be given a copy of the

evaluation report within two (2) days of such evaluation, and at least one (1) day before any conference is held to review it.

- 09:02:02 No evaluation shall be submitted to the central office, placed in the employee's personnel file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form. Each employee shall be asked to sign his/her evaluation. The signature of the employee indicates that the evaluation has been read and discussed; it does not indicate agreement with the evaluation or recommendation.
- 09:02:03 Any evaluation which is less than satisfactory must be accompanied by written specific recommendations for improvement, with a commitment for direct assistance in implementing such recommendations.
- 09:02:04 The employee shall have the right to submit a written response to his/her evaluation which shall be attached to the evaluation and placed in his/her personnel file.
- 09:03 Any written complaints regarding an employee which may be made to any member of the administration by a parent, student, or other person, which may be used in any manner in evaluating an employee, shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaints, and shall have the right to be represented by the Association at the meetings or conferences regarding such complaints.

ARTICLE 10 – PERSONNEL FILE

- 10:01 The Board shall maintain, for official purposes, one (1) personnel file for each employee. This file shall be kept under conditions that insure its integrity and safekeeping, and shall contain copies of personnel forms, official correspondence to and/or from the employee, written evaluations and other appropriate material relating to the individual's employment. This does not preclude a principal from keeping a duplicate working file.
- 10:02 Employees shall be sent a copy of all material henceforth placed in the file, at the same time the material is placed in the file. Anonymous material shall not be placed in the file. Material which has not been properly placed in the file may not be used against an employee. An employee shall have the right to submit a written response to any material placed in the personnel file. This written response shall be attached to the appropriate material.
- 10:03 Employees, and their designated Association representatives, shall have the right to examine their file in the presence of the file's custodian, or that individual's designee, during normal business hours of the office in which the file is kept.
- 10:04 No person other than the employee, the employee's representative, the Board when acting as a collective body, or the employee's administrators shall have access to the employee's personnel file unless specific written authorization is granted by the employee.
- 10:05 By mutual consent between the employee and the Board or its designees, any item contained in an employee's personnel file may be removed and destroyed.
- 10:06 At the request of the employee, any adverse record/document that is three (3) years old or older shall be withdrawn from the file.

10:07 If requested in writing three (3) or more years after an employee has voluntarily terminated employment, his/her personnel file shall be purged of all negative material. Employees who are involuntarily terminated will not have their personnel files purged of any material.

ARTICLE 11 – NOTICE OF WORK ASSIGNMENT

11:01 All employees shall be provided written notice of their assignment, work year, work schedule, and hourly wage for the coming school year. Under normal conditions, this notice shall be provided no later than August 1st of each school year.

ARTICLE 12 - SENIORITY, LAYOFF, RECALL

12:01:01 Seniority means an employee's length of continuous employment with Maine School Administrative District No. 33 since his/her most recent date of hire.

12:01:02 An employee shall receive credit toward seniority for all time spent on administrative leave with pay.

12:01:03 An employee's seniority shall not accrue when the employee is on leave without pay.

12:01:04 Continuous employment will not be considered interrupted by periods of non-opportunity for employment, such as vacation or the summer months for school-year employees.

12:01:05 Employees will continue to earn seniority during periods when school is closed, such as holidays or summer vacation.

12:01:06 Out-of-District bus trips will be assigned, on a rotation basis, to District part-time bus drivers. Should a part-time bus driver not be available, the trip will be assigned, on a rotation basis, to a full-time bus driver/custodian.

12:01:07 Bus trips occurring within the school day, normally known as "field trips," will be the responsibility of the sending school to arrange with the available bargaining unit bus drivers.

12:02: Seniority lists shall be maintained by the School District and updated at least annually. A copy of the seniority lists will be provided to the president of the Association, who will have fifteen (15) days in which to raise objections to the lists.

12:03 In the event of a layoff, employees will be released by job category. Within these categories, employees will be laid off in the inverse order of their seniority. The categories will be:

- Bus Driver
- Custodian
- Bus Driver/Custodian
- Cafeteria Worker
- Secretary
- Educational Technician

12:04 For the purpose of layoff only, total seniority for Educational Technicians shall be determined by using the following formula:

- Educational Technician I Current seniority X 1
- Educational Technician II Current seniority X 2
- Educational Technician III Current seniority X 3

12:05 Notice of layoff will be given to each affected employee at least two weeks prior to the effective date of the layoff unless exceptional circumstances prevent such notice.

12:06 Recall rights for each employee laid off shall exist for one (1) year from the date of the layoff. Employees with recall rights will be recalled and notified of such recall by certified mail, to fill vacant positions for which they are qualified, in the direct order of their seniority. For this notice, the employer may use the most recent address of the employee filed with the employer. It is the employee's responsibility to keep his/her address current. An employee recalled to employment must accept the employment as offered within five days of the notice of recall; failure to advise the Superintendent of such acceptance within five (5) days will constitute a denial of the recall offer and shall constitute a forfeiture of any further recall rights. If all qualified employees refuse the employment opportunity offered under the recall procedure, the Superintendent may open the job to any applicant, at his/her discretion.

12:07 A break in service will cancel all rights under this provision. A break in service will occur whenever an employee leaves employment on his/her own accord or is discharged. A break in service will not occur as a result of absence due to suspension, layoff, sickness, accident, or if the employee is on leave without pay.

ARTICLE 13 - HOLIDAYS

13:01 Bus Drivers/Custodians, Custodians, Bus Drivers, Bus Mechanic/Driver/Custodians, Cafeteria workers, Educational Technicians, and Secretaries will be entitled to pay at straight-time rates for the following holidays:

- Labor Day
- Veterans' Day
- Thanksgiving Day
- Columbus Day
- Christmas Day
- New Years Day
- Memorial Day
- Martin Luther King's Day

13:02 Employees who normally work a full twelve (12) month year will also be entitled to straight-time pay for:

- Independence Day
- Presidents Day
- Patriot's Day.

13:03 Holiday benefits will not accumulate. If an employee is required to work on a holiday listed above, he/she will receive pay at the rate of time-and-one-half for such work.

ARTICLE 14 - VACATION

- 14:01 Employees who normally work a full twelve (12) month year will be entitled to the following non-cumulative vacation time and pay each year:
- 1 week after 1 year of employment
 - 2 weeks after 2 years of employment
 - 3 weeks after 6 years of employment
 - 4 weeks after 10 years of employment
- 14:02 One extra vacation day to be granted after 20 years of employment for each year up to 25 years of employment.
- 14:03 Vacation schedules must be submitted to the principal at least one month prior to the dates requested. Approval of vacation dates will remain within the discretion of the Superintendent.
- 14:04 When unusual circumstances arise, the Superintendent may, at his/her discretion, approve vacation time while school is in session.

ARTICLE 15 - SICK LEAVE

- 15:01 Full-year-employees will earn sick leave at the rate of one day per month, not to exceed twelve (12) days per year, accumulative to one hundred (100) days. School-year employees will earn sick leave at the rate of one (1) day per month from August to May, not to exceed ten (10) days per year, accumulative to ninety (90) days. Secretaries and Educational Technicians hired prior to April 17, 2003 will continue to earn fifteen (15) days per year. Sick leave shall be used in the event that an employee is incapable of performing his/her duties due to personal illness or injury. Up to seven (7) days will be permitted to care for an employee's spouse and/or child.
- 15:02 In cases of absence of more than three (3) consecutive days, a doctor's statement may be required by the Superintendent. In cases where verification is desired, the Board may, at its option, request another physician's opinion. The District will schedule the appointment, notify the employee, and pay for any portion of the physician's fee, related to the second opinion, not covered by medical insurance. The physician's statement shall confirm the employee's incapacity to perform his/her duties. Failure of an employee to comply with a request for verification may result in a denial of pay for the days in question.
- 15:03 In the event that an employee is absent for illness or injury beyond his/her accumulated sick leave, he/she may request a leave of absence without pay. Leave will be administered in accordance with Article 19:05:01.
- 15:04 The central office will provide a written statement to every employee at the beginning of each year indicating the total number of sick leave days available.
- 15:05 In case of injury covered under the Workers Compensation Act, an employee will receive from his/her accumulated sick leave the difference between the amount of his/her regular pay and the amount received from Worker's Compensation. The difference shall be charged on a pro-rated basis to the employee's accumulated sick leave and shall cease when the employee's sick leave is exhausted.

15:06 Bonus for not using any sick leave during the contract year:

- School year employee \$225.00
- Full year employee \$275.00

An employee who is eligible for the bonus and has also exceeded the maximum accumulated sick leave days permitted in 16:01 will have such bonus amount increased by one hundred seventy-five (\$175.00) dollars.

Such bonus will be included in the final payroll of the fiscal year.

ARTICLE 16 - SICK LEAVE BANK

16:01 The Board and the Association will cooperate in the establishment of a Sick Leave Bank. In the event that problems arise not covered by the following guidelines, the Superintendent, the Association President, and the bargaining unit Chief Negotiator will meet to resolve the issue. The Association President is responsible for notifying the bargaining unit chief negotiator of any meetings.

16:02 The following guidelines will govern the bank:

16:02:01 Participation will be voluntary for the members of the bargaining unit.

16:02:02 Days donated to the bank will accumulate each year to a maximum of one hundred (100) days.

16:02:03 To be a member, an employee will be required to sign an authorization form on the first workshop day indicating his/her intention to donate one (1) day. The deadline to join the sick leave bank will be September 1st of each school year. Sick leave bank authorization forms will be distributed and collected by the Association building representatives.

16:02:04 Employee donated days to the sick leave bank will personally reduce said employee's cumulative total by one (1).

16:02:05 A person withdrawing from membership in the sick leave bank will not be able to withdraw contributed days.

16:02:06 An employee must use all accumulated personal sick leave before requesting use of bank days.

16:02:07 A doctor's certificate of need will be a prerequisite to withdraw days from the bank.

16:02:08 A maximum of twenty (20) days in any one year may be withdrawn by any one member.

16:02:09 Employees withdrawing sick leave days from the sick leave bank will not have to replace these days except as a regular contributing member of the sick leave bank.

ARTICLE 17 - HEALTH INSURANCE AND OTHER BENEFITS

17:01 The Board agrees to pay up to the following amounts towards the cost of premium for health and major medical insurance on behalf of each employee who is regularly scheduled to work at least 20 hours per week and participates in the District's group health insurance plan. If the District's group health insurance plan offers alternative health insurance plans with lower premiums, an employee may enroll in an alternative plan and choose to apply the remaining benefit amount towards dependent coverage.

An employee's level of benefit will be determined based on the amount of his/her regularly scheduled work hours per week as follows:

	20-25 hours/wk	26-30 hours/wk	31-35 hours/wk	36+ hours/wk
• 2009 – 2010	\$3,423.66	\$4,587.70	\$5,820.22	\$6,847.32
• 2010 – 2011	\$3,423.66*	\$4,587.70*	\$5,820.22*	\$6,847.32*

* This amount shall be adjusted to cover a "Single Subscriber Standard Plan" premium if such premium exceeds \$6,847.32 for 2010-11.

Employees enrolled or qualified to enroll as of April 17, 2003 in the District's group health insurance plan who receive full benefits will continue to be eligible for the benefit amount listed in the 36+ hours bracket unless there is a significant change (two bracket levels or more) in his/her work schedule. Adjustments would occur 30 days following notification of work schedule change.

17:02 Benefits provided for under Article 14 – Holidays, Article 16 – Sick Leave, Article 17 – Sick Leave Bank and Article 19 – Temporary Leaves shall be paid at the rate equivalent to the employee's regularly scheduled work day.

ARTICLE 18 - TEMPORARY LEAVES

18:01 At the beginning of the school year, employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

BEREAVEMENT LEAVE

18:01:01 Three days bereavement leave in the event of the death of an employee's spouse, child, parent, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandfather, grandmother, grandchild, or any other member of the employee's immediate household.

18:01:02 Three additional bereavement days in the event of a second death occurring among these relatives or member of the employee's household as listed above.

18:01:03 One day bereavement leave in the event of the death of an uncle, aunt, nephew or niece.

18:01:04 One additional day bereavement leave in the event of the death of a second uncle, aunt, nephew, or niece.

18:01:05 The Superintendent may grant up to two (2) additional days with pay. Other days may be granted without pay.

PERSONAL LEAVE

18:02 Each employee will be granted two (2) personal leave days each year. Such request shall be submitted to the superintendent at least three (3) days in advance of the leave, except in cases of emergency.

JURY LEAVE

18:03 The Board will grant each employee time off for jury duty and will pay the difference between the jury pay and the employee's regular pay for each day involved. The employee must present proof satisfactory to the Board of his/her jury service and the amount paid for such services. It is further understood that the employee called for jury duty will be expected to report for work on days he/she is not required by the court to be present.

MILITARY LEAVE

18:04 Employees who are members of the National Guard or other authorized state, military, or naval forces, and those employees who are members of the Army, Air Force, Marine, Coast Guard or Naval Reserve shall be entitled to leave of absence from their respective duties, without net loss of income during periods of annual training, not to exceed seventeen (17) calendar days in any calendar year specified under the National Defense Act or Armed Forces Reserve Act of 1952, provided that such employees shall have made every reasonable effort to perform such annual training during the period when school is not in session. Net loss of income shall be defined as the difference between the employee's daily rate of pay and military pay, if, when added to the military rate of pay, the sum equals the employee's daily rate of pay. Notification should be made as far in advance as possible.

ADDITIONAL LEAVE

18:05:01 Leaves of absence, without pay, for up to one (1) year, may be granted at the discretion of the Board. A letter of application must be submitted to the Board as far in advance of the requested leave as possible.

18:05:02 Two days leave, for the purpose of interviewing for employment, shall be granted in the event that an employee is given notice of termination of employment due to a reduction in force.

ARTICLE 19 - PROFESSIONAL IMPROVEMENT

19:01 The District shall make it a practice to have educational institutions which provide courses, workshops, training sessions, and/or seminars for employees directly bill tuition costs to Maine School Administrative District No. 33 pursuant to the following conditions:

19:01:01 The employee was employed by the District when the course was taken.

- 19:01:02 The course is related to the employee's assigned job classification and has the prior authorization of the Superintendent.
- 19:02 In all cases, a grade report from the college or university must be forwarded to the superintendent's office. Should the grade be less than a "B," the employee will be required to reimburse Maine School Administrative District No. 33 for any District prepaid tuition. Such tuition will be deducted from the employee's pay over a period of eight bi-weekly payments.
- 19:03 In the event that tuition costs cannot be billed directly to Maine School Administrative District No. 33, the District shall reimburse employees upon the completion of a course pursuant to the above conditions and upon the presentation of a receipt of tuition paid.
- 19:04 Tuition payment shall be made at no greater than the per hour credit charged at the University of Maine during the year the course was taken.
- 19:05 Tuition payment shall be limited to a maximum of six (6) credits per year.
- 19:06 With the superintendent's prior authorization, employees may be granted professional days to attend workshops, training sessions and/or seminars related to the employee's assigned job classification. Requests for professional days shall be made as far in advance as possible. Reimbursement for fees shall be made upon submission of appropriate vouchers.

ARTICLE 20 - WAGES, HOURS, WORKING CONDITIONS

- 20:01 The wage rate of employees will not fluctuate due to change of work assignment during vacation and recess periods.
- 20:02 Employees will receive time-and-one-half for regular work performed in excess of eight (8) hours per day. All work performed on a Sunday will be paid at the time-and-one-half rate regardless of the number of hours worked during the week.
- 20:03 When an employee is called in to work unexpectedly, he/she shall be paid at least two (2) hours pay at the straight-time rate. This provision shall not apply to normal working hours, pre-arranged extra hours, or check-in duties. This provision is intended to cover unforeseen situations that arise from time to time at odd hours.
- 20:04 Cafeteria workers will receive an additional fifty cents (\$.50) per hour when replacing the kitchen supervisor.
- 20:05 The work year for Educational Technicians shall correspond with the student school year plus the equivalent of at least three (3) full workshop days.
- 20:06 The work hours of an educational technician shall be 6.25 (6 hours & fifteen minutes) hours per day. The hours shall be calculated in 15-minute increments. There shall be an additional one-half (1/2) hour unpaid meal break scheduled for each Educational Technician.

- 20:07 Bus drivers on overnight or away trips will be paid hourly as provided by the Fair Labor Standards Act.
- 20:08 Expenses for meals and lodging while on an overnight or away trip will be provided for the bus driver.
- 20:09 If the bus driver is not needed for authorized tasks, the bus driver may use the bus for his/her own reasonable purposes while on an away or overnight trip.

ARTICLE 21 - RETIREMENT

- 21:01 Upon retirement, support staff members who have been employed in Maine School Administrative District No. 33 for at least twenty (20) years shall receive payment at the rate of fifty dollars (\$50.00) per day for up to 50% of accumulated sick leave. Payment shall be on the last payroll in the year of retirement.

ARTICLE 22 - MEDICATION PROCEDURES

- 22:01 Any employee required to administer medical procedures or dispense any medication shall:
- 22:01:01 specifically be required to administer medical procedures or dispense medication in his/her job description; and
- 22:01:02 be provided appropriate in-house training annually or when a new assignment is made.

ARTICLE 23 - SCOPE AND SEPARABILITY

- 23:01 If any provision of this Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.
- 23:02 This Agreement incorporates the entire understanding of the parties on all matters that were or could have been subject to negotiations. It is agreed that all negotiable items have been discussed during the negotiations leading to this Agreement and that no additional negotiations on this Agreement shall be conducted on any item whether contained herein or not, except as otherwise specifically provided herein.

ARTICLE 24 - DURATION

- 24:01 This Agreement will be effective as of July 1, 2009, and will continue in effect until June 30, 2011.

24:02 In witness thereof, the parties hereto have caused this Agreement to be signed by their respective representatives, this _____ day of _____.

Maine School Administrative
District No. 33 Education Association

Maine School Administrative
District No. 33 Board of Directors

By _____
President

By _____
Chairperson

By _____
Chief Negotiator

By _____
Chief Negotiator

APPENDIX A

2009-10

All employees covered by this agreement shall receive a 3.5% per hour wage increase.

2010-11

All employees covered by this agreement shall receive a 30 cents per hour wage increase.

The following schedule will be used for hire-in purposes only.

All rates are per hour.

	2009-2010	2010-2011
Cafeteria Worker	10.48	10.78
Custodian	11.71	12.01
Bus Driver/Custodian	12.07	12.37
Bus Driver	12.66	12.96
Full-Year Secretary	11.70	12.00
Educational Technicians		
Level I	10.54	10.84
Level II	10.90	11.20
Level III	11.26	11.56