

**AGREEMENT**

*Between the*

**AUGUSTA BOARD OF EDUCATION**

*And the*

**AUGUSTA EDUCATION ASSOCIATION**

*Custodial Unit*

**2020-2023**

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WHEREAS the Augusta Board of Education looks upon the custodial operations of the school system as essential to its central function of education; and

WHEREAS the Augusta Board of Education expects the operation and maintenance of the school plant and equipment to set high standards of safety, to promote the health and welfare of pupils and staff, to reflect the aspirations of the community, and to support in all respects the efforts of its staff to provide the highest quality instruction;

NOW THEREFORE 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 exclusive bargaining agent for a unit consisting of those employees of the Board (hereinafter referred to as "employees") who have completed six (6) months of continuous employment in the following classifications: custodians, maintenance personnel and custodial courier, but excluding temporary, seasonal and on-call employees, supervisors, and the Director of Buildings and Grounds.

Nothing in this Article shall affect or impair the right of the Board or its representative 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 shall meet with the Association for the purposes 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 choose in any instance governed by this Agreement.
- B. The Board shall have the right to promulgate and enforce at any time any 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.
- C. The Association recognizes that volunteer organizations and individuals may perform services in the schools that are a valuable contribution to the operation of the schools, and the Board shall continue to 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.

The Board agrees to deduct from employee's salaries money for local, state and/or national association services and programs as said employee individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to said associations.

The association shall certify to the Board in writing the current rate of local, state and national member dues. In the event any association changes the rate of its membership dues, the local association shall give the Board and its membership written notice prior to the effective date of such change.

## **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 association members.

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, nor upon normal operations.

Association communications shall be transacted through the faculty representative, or in the absence of such person, a teacher.

- 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 teachers' 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 email, 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 - EMPLOYEE RIGHTS AND PRIVILEGES**

1. 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.

2. 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.
3. 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 administrative leave of the employee shall be with pay, pending disciplinary action.

### **Complaints and Investigations**

The parties recognize that complaints made against an employee need to be treated on an individual basis, taking into consideration the severity of the complaint, the due process interests of the employee, the interest of the students, and the need to conduct a fair investigation.

1. Complaints against an employee may be minor and can be resolved at the classroom or building level, or at times, the serious nature of the allegations in the complaint will require an investigation. The administration will decide on an individual basis whether the complaint shall be investigated.
2. When a complaint against an employee is investigated, the administrator shall provide the employee and the Association President with a letter containing:
  - a. A summary of the allegations;
  - b. The identity of the complainant (unless such disclosure is contrary to state or federal requirements);
  - c. A statement regarding the prohibition of retaliation against the complainant;
  - d. The right to representation at the investigation interview;
  - e. The time and place of the investigation interview.
3. At the conclusion of the investigation, the employee and the Association shall be informed in writing of the outcome of the investigation.
4. Any investigation report shall be kept in an administrative file and it shall not be placed in the employee's personnel file. The written summary of the outcome of the investigation shall only be included in the employee's personnel file if the document contains disciplinary consequences for the employee.

## **ARTICLE 7 - 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 business 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.

## **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 twenty-five (25) 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, 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 his/her 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 borne 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 8 - 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 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 orientation, gender expression, gender identity, 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, gender expression, gender identity, 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, gender expression, gender identity, physical or mental disability, religion, age, ancestry or national origin.

The 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.

### **ARTICLE 10 - 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 forty (40) hour week. The basic work week for full-time school year or calendar year employees shall consist of five (5) days. Eight (8) hours shall constitute a normal work day.

**C. Part-Time Employees.** Part-time employees are defined as those employees regularly scheduled to work less than a forty (40) hour week. Hours for part-time employees shall be as determined by the Board.

**D. Work Year.** The work year shall be either a calendar (52 week) year or a school year, depending upon the position.

**E. Overtime.** All hours actually worked beyond forty (40) hours per week shall be paid at one and one half (1 ½) times the employee's regular hourly rate. For purposes of this section paid vacation, paid holidays, and paid sick time only, and no other paid or unpaid leaves, shall count as hours actually worked. Upon prior approval of the Director of Building and Grounds and the Building administrator, the employee may opt for compensatory time, at overtime rates, in lieu of overtime pay.

**F. School Break Work Schedule** - Upon approval of the Director of Buildings and Grounds, employees may decide to work the day shift when school is not in session. When an employee is approved to work the day shift, no shift differential shall be earned for said time period. If the custodial supervisor requires 2<sup>nd</sup> and 3<sup>rd</sup> shift to work the day shift during school breaks, the employees shall maintain their shift differential.



G. Any custodial or maintenance person, not on duty, who is called into work to answer a security alarm or for any other reason, will be paid a minimum of two (2) hours at time and a half (1 ½) for each call.

## ARTICLE 11 - BENEFITS

- A. **Benefit Entitlement.** Full-time employees, and part-time employees regularly scheduled to work at least thirty (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 thirty (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 thirty (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 70% 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 thirty (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.
  5. Beginning September 1, 2021, an employee is only eligible for Board contributions towards spousal coverage under a two-adult or family cover if his/her spouse is not eligible for employer paid group health insurance coverage through his/her employer or, if self-employed, does not provide employer paid group health insurance for his or her employees. For purposes of this provision, "eligible" shall mean access to employer paid group health insurance, regardless of the plan design or cost to the spouse, provided that the employer or self-employed person pays a portion of the spouse's/employee's health insurance premiums. If the spouse has access to a health insurance plan that meets the above conditions and elects compensation or another form of benefit in lieu of health coverage, the spouse shall be ineligible for Board contributions for spousal coverage.
    - a. Employees requesting health coverage for a spouse are required to complete the certification form attached as Appendix A upon enrollment in the Board's plan, and each year thereafter, concerning their spouse's eligibility or health insurance. The Board may require further documentation as it deems appropriate.
    - b. An employee who is ineligible for Board contributions towards spousal coverage pursuant to this Section may nevertheless elect to pay the additional cost of spousal coverage, at his or her own expense, through payroll deduction.
- C. **Dental Insurance.** The Augusta School Board agrees to furnish employees 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. Employees working thirty (30) hours or more a week – one single subscription paid by the district;

2. This coverage shall be for a full twelve (12) month period. When necessary, premiums on behalf of the employee shall be made retroactively prospectively to assure uninterrupted participation and coverage.

D. **Holidays.** The following shall be paid holidays, at the employee's regular wages for all full-time calendar year employees: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veteran's Day, Thanksgiving Day and day after, and Christmas Day. Full-time, school year employees shall only receive those paid holidays that fall within their work year.

If a holiday falls on Saturday or Sunday, or if an employee is scheduled to work on a holiday, the employee shall either be granted another day off within a reasonable period of time or be paid for the day.

E. **Vacation.** Full-time calendar year employees shall be credited half of their vacation accruals on July 1<sup>st</sup> and the remaining half of their vacation accruals on January 1<sup>st</sup>. Employees shall utilize vacation time as follows:

<u>Years of Service</u>	<u>Vacation accrual</u>
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 (1/2) 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 annual carryover 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 with 15 days sick leave annually on July 1<sup>st</sup> of each year, with maximum accumulation of 260 days. Those employees with accumulated sick leave in excess of the 260 days on July 1, 2015, will be grandfathered. The amount an employee has on July 1, 2015, shall be their personal maximum accumulation. This amount can never be increased but can be decreased until it reaches the new maximum of 260 days. Employees who are scheduled to work less than 30 hours per week shall be entitled to one-half (1/2) of the sick leave benefit. Employees may use accrued sick leave for illness in the immediate family. The immediate family is defined as spouse, children, step-children, parents and members of the immediate household. Sick leave is subject to the following conditions:

Sick leave used during the year will first be deducted from the employee's current 15 days. Once an employee has exhausted their current year's sick leave, additional sick leave shall be deducted from their accumulated leave time.

1. Except in true emergencies, the absence must be reported by the employee to the Director of Buildings and Grounds at least two (2) hours prior to the shift from which the employee will be absent.
2. At its option, the Board of Education 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.
3. Employees, who use five (5) sick leave days or less in a fiscal year, shall be credited with one (1) additional vacation day which shall be credited in the following contract year.

**G. Sick Leave Bank.**

1. A sick leave bank, administered by a committee composed of the Superintendent or designee and one member from each custodial, teacher, and support unit shall be established for staff who wish to participate. Decisions of the committee are final.
2. Establishment and continuation of the bank – Each employee and 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. Upon hire, employees will have fourteen (14) days to join the sick bank. 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.
3. 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.
4. 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.
5. 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 leave in excess of twenty (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.
  - a. Sick leave bank request shall be submitted on the approved form (with required documents) to the Human Resources Administrative Assistant.
  - b. The Human Resources Administrative Assistant shall inform the Sick Bank Committee of the request.
  - c. The Sick bank request form and required documents shall be made available for review by members of the Sick Bank Committee at the Central Office.
  - d. Any employee medical information shall be kept confidential by members of the Sick Bank Committee.
  - e. All Sick Bank Committee members shall sign a confidentiality agreement.
6. Participants in the sick bank will not have to replace days used except as a regular contributing member of the bank.
7. Participants withdrawing from membership in the sick bank will not be able to withdraw the days they have contributed.
8. A participant may borrow up to one hundred (100) days from the bank per contract year.

**H. 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 medical 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.
- I. **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.
- J. **Storm Day.** All employees shall report for work on storm days unless notified otherwise. When employees are not required to report to work or allowed to leave work mid-shift, employees may use available personal or vacation time or may utilize an alternative work schedule that is approved by the Director of Operations.
- K. **Mileage.** An employee required to use his/her vehicle for work purposes shall, with prior approval, be compensated the allowable IRS rate.
- L. **Bereavement Leave.** In the absence of any employee of the school system because of death in the immediate family, full salary 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, grandparent 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.
- 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 may be entitled up to three (3) days paid leave of absence each year for:
1. Legitimate and necessary personal business;
  2. Religious holidays;
  3. Legal or business matters, any of which require absence during work hours;

Personal business leave may not be used on the days immediately before or after a vacation or holiday, may not be used for vacation-like or recreational activities, may not be used to obtain outside compensation or for profit-making activities, and may not be used during the first three (3) days or the last three (3) days of the school year except in the case of a bona fide emergency.

All personal business leave day requests are subject to the approval of the Superintendent or his/her designee, and 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 three (3) days in advance, except in a case of a bona fide emergency, and will state with specificity the reason for the leave request.

At the end of the contract year, any unused Personal Days will be appended to the employee's sick time.

- O. **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.

- P. **Leaves.** Leaves of absence may be granted by the Superintendent with or without pay for a special reason.

- Q. **Personal and sick leave** will be recorded and paid in quarter hour increments.

- R. **Salaries.**

1. See ATTACHMENT 1. New hires shall be placed according to their prior custodial/maintenance experience.

2. Step increases will be granted only at the beginning of each fiscal year, except as provided in Article 12. An employee hired prior to January 1 of any fiscal year covered by this contract will receive credit for one year's experience on the salary scale for that fiscal year. An employee hired on or after January 1 of any fiscal year covered by this contract will receive no experience credit for that year.

- S. **Retirement/Death Benefit.** An individual continuously employed by the Augusta School Department for fifteen (15) or more years shall, upon retirement, death, or separation be paid the equivalent of one half (1/2) of his/her accumulated sick leave. This payment will be based on his/her regularly scheduled rate of pay and regularly scheduled hours per day, not to exceed \$3,500.

The Augusta School Board agrees to contribute to all custodians' health insurance protection as specified below:

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 \$4000 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 continuous service in the Augusta system,
4. Upon retirement and attained age of 55.

## **ARTICLE 12 - SENIORITY, LAYOFF, RECALL**

### **Section A. Seniority.**

"Seniority" shall be an employee's length of service since the date of his/her permanent employment in the unit covered by this contract. In addition employees moving from a temporary position, without a break in service from the date of original hire, to a permanent position will receive seniority credit for the entire period. An employee with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months which are not included within the employee's work year.

### **Section B. Seniority List.**

The Superintendent shall establish a seniority list by job classification with the name and date of hire for each employee. This list will be established with the employee with the greatest seniority listed first. The seniority list shall be posted in each building by December 1st each year. 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.

### **Section C. Reduction in Force (RIF).**

1. "Reduction in Force" (RIF) shall mean the discontinuance of employment of an employee for bona fide financial or program reasons.
2. A reduction of a first shift custodial position, which results in a first shift custodian being the affected employee, may displace the least senior 1<sup>st</sup> shift employee. In the event the least senior 1<sup>st</sup> shift employee is displaced, then that displaced employee may in turn displace the least senior 2<sup>nd</sup> or 3<sup>rd</sup> shift employee, provided the displaced employee has less seniority.
3. If a vacancy exists in this unit, the displaced employee if qualified shall have the option of displacing an employee under Section 2 above or accepting the vacant position.
4. It is understood that the maintenance/custodial positions are not part of a shift while performing maintenance duties but are considered 2<sup>nd</sup> shift for custodial duties they may perform. It is understood that if the position RIFed is a maintenance position, the employee RIFed may displace the least senior 2<sup>nd</sup> or 3<sup>rd</sup> shift custodial employee.
5. An employee who is to be RIFed shall receive thirty (30) days written notice.
6. The Superintendent agrees to consult with the Association prior to a RIF.
7. An employee whose position is eliminated as a result of a reduction in the work force shall have a right of recall for eighteen (18) months from the effective date of termination of employment for the first available positions for which the employee is, in the opinion of the Superintendent, fully qualified. Application for said right of recall must be exercised within seventy-two (72) hours of the listing of a given opening.
8. A part time employee may not displace a full time employee.

## **ARTICLE 13 - 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 14 - 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 15 - 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 16 – JOINT LABOR-MANAGEMENT COMMITTEE**

A Joint Labor Management Committee ("Committee") shall be made up of five (5) employee members and five (5) 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, but at least on a quarterly basis and also 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.

The committee shall develop a process and procedures for effective decision making and issue resolution.

## **ARTICLE 17 - PROFESSIONAL DEVELOPMENT**

The Augusta Board of Education and the Augusta Education Association recognize the value of training and education opportunities for employees. The Board agrees to provide information regarding training opportunities and/or in-service training. Employees will be compensated for the cost of courses, workshops, seminars, etc. which are of benefit to the employer as determined by the Director of Building Grounds. Employees may be compensated for no more than the equivalent value of six (6) credits at the Maine Community College current rate.

## **ARTICLE 18 - 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 19- INVOLUNTARY TRANSFERS**

An involuntary transfer may be for operational reasons. Involuntary transfer is defined as a permanent assignment to another school. The Superintendent or his/her designee shall notify the affected employee and the Association of the reasons for such transfers in writing and arrange a meeting with the employee. The employee may, at his/her option,

have an Association representative present at such meeting. An involuntary transfer of shift shall be done on the basis of seniority (least) provided that the employee is qualified to perform the work.

### ARTICLE 20 - HEALTH AND SAFETY

- A. The Board will take the appropriate action to assure compliance with all applicable laws governing the health and safety of employees in the performance of assigned duties and to maintain safe working conditions. The AEA agrees to support any programs required to meet the health and safety needs of employees.
- B. No employee shall be required to work under conditions which expose him/her to an imminent danger of injury, death or damage to his/her health. Any employee who declines to work under such circumstances shall notify his/her supervisor as soon as possible.
- C. The Board will provide safety equipment, including personal protective equipment and back supporters, as recommended by the Board's worker's compensation carrier and as agreed upon by the Board and the AEA. It is established that any and all employees are required to follow safe work practices, applicable work policy and all applicable laws governing health and safety.
- D. The Board shall provide each employee with a minimum of two (2) Central Office approved uniforms, purchased through the school department approved vendor, and also replacement items on an as needed basis, as determined by the supervisor. The uniform will be established through an annual meeting of the Building and Grounds Director, the head custodian, and representation of both the day and the night shift employees. The total uniform allowance, including appropriate safety (OSHA approved) footwear, for an employee shall be three hundred fifty (\$350) dollars per year. Purchases of uniform items shall be completed before May 1<sup>st</sup> of each contract year. If an employee requires a replacement item and will exceed the \$350 allowance, the supervisor may authorize the purchase and/or reimbursement of the replacement item. When school is in session, each employee will wear an approved uniform.
- E. The Board shall reimburse any 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- EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program (EAP) is available to all employees and their immediate family members.

### ARTICLE 22 - TERM OF AGREEMENT

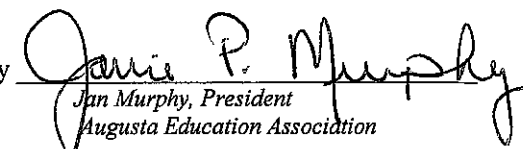
The term of this Agreement shall be from July 1, 2020 through June 30, 2023

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 24<sup>th</sup> day of September, 2020

AUGUSTA BOARD OF EDUCATION

By   
Edward Hastings, Chair  
Augusta Board of Education

AUGUSTA EDUCATION ASSOCIATION

By   
Jan Murphy, President  
Augusta Education Association



**ATTACHMENT 1**

**Augusta School Department  
Custodial Pay Scale**

2020-2021			2021-2022			2022-2023		
1.0275			1.0285			1.0285		
Steps	Custodian	Maint/Head	Steps	Custodian	Maint/Head	Steps	Custodian	Maint/Head
0	\$ 13.19	\$ 14.65	0	\$ 13.57	\$ 15.07	0	\$ 13.96	\$ 15.50
1	\$ 13.19	\$ 14.65	1	\$ 13.57	\$ 15.07	1	\$ 13.96	\$ 15.50
2	\$ 13.66	\$ 15.16	2	\$ 14.04	\$ 15.59	2	\$ 14.44	\$ 16.03
3	\$ 14.13	\$ 15.69	3	\$ 14.53	\$ 16.14	3	\$ 14.94	\$ 16.60
4	\$ 14.63	\$ 16.24	4	\$ 15.05	\$ 16.71	4	\$ 15.48	\$ 17.18
5	\$ 15.14	\$ 16.81	5	\$ 15.57	\$ 17.29	5	\$ 16.01	\$ 17.78
6	\$ 15.67	\$ 17.40	6	\$ 16.12	\$ 17.89	6	\$ 16.58	\$ 18.40
7	\$ 16.21	\$ 18.00	7	\$ 16.68	\$ 18.51	7	\$ 17.15	\$ 19.04
8	\$ 16.79	\$ 18.63	8	\$ 17.27	\$ 19.16	8	\$ 17.76	\$ 19.71
9	\$ 17.38	\$ 19.29	9	\$ 17.87	\$ 19.84	9	\$ 18.38	\$ 20.40
10	\$ 17.98	\$ 19.96	10	\$ 18.49	\$ 20.53	10	\$ 19.02	\$ 21.12
11	\$ 18.60	\$ 20.66	11	\$ 19.13	\$ 21.25	11	\$ 19.67	\$ 21.86
12	\$ 19.26	\$ 21.39	12	\$ 19.80	\$ 22.00	12	\$ 20.37	\$ 22.63
13	\$ 19.26	\$ 21.39	13	\$ 19.80	\$ 22.00	13	\$ 20.37	\$ 22.63
14	\$ 19.26	\$ 21.39	14	\$ 19.80	\$ 22.00	14	\$ 20.37	\$ 22.63
15	\$ 19.26	\$ 21.39	15	\$ 19.80	\$ 22.00	15	\$ 20.37	\$ 22.63
16	\$ 19.93	\$ 22.13	16	\$ 20.50	\$ 22.76	16	\$ 21.09	\$ 23.41

\*New hires will be assigned a mentor for one (1) week by the Director of Buildings and Grounds. The mentor shall be paid an additional \$1.00 per hour, for up to forty (40) hours of mentoring.

**Stipend Position:** Any stipend position held by custodial staff shall follow Schedule B, C, D of the Augusta Education Association Contract.

**SHIFT DIFFERENTIAL**

All full-time employees in the custodial unit who work second shift shall receive an additional \$.30 per hour.

All full-time employees in the custodial unit who work third shift shall receive an additional \$.35 per hour.

Second Shift is defined as a shift that starts at Noon or later and which lasts beyond six o'clock (6:00) pm.

Third Shift is defined as a shift that starts on or after nine o'clock (9:00) p.m. and which last beyond three (3:00) a.m.

**ATTACHMENT 2**

**GRIEVANCE FORM**

**AUGUSTA EDUCATION ASSOCIATION**  
**Jan Murphy, President, Hussey Elementary School**

**Augusta, Maine 04330**  
**(207)626-2461**

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: _____ |

**APPENDIX B**

**ANNUAL SPOUSAL AUGUSTA SCHOOL DEPARTMENT HEALTH  
INSURANCE CERTIFICATION**

I, \_\_\_\_\_, hereby certify to the Augusta Board of Education as follows  
(Please complete appropriate section):

\_\_\_\_\_ My spouse is not employed.

\_\_\_\_\_ My spouse is employed, but he/she is not eligible for health insurance through his/her employer, or if eligible for such insurance his/her employer does not contribute to the cost of insurance or provide cash in lieu of insurance.

\_\_\_\_\_ My spouse is self-employed and has no employees or does not contribute to the cost of health insurance for his/her employees or does not provide cash in lieu of insurance.

**I certify that the above information is true and agree to notify the Superintendent's Office within 10 days of any change. I understand that the Board of Education reserves the right to require documentation concerning my certification. I further understand that any health insurance payments made by Augusta School Department based upon a false certification will require repayment, including any collection costs and attorney's fees, by me.**

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_