

AGREEMENT BETWEEN

LISBON SCHOOL COMMITTEE

AND

LISBON EDUCATION ASSOCIATION

FOR THE

EDUCATIONAL SUPPORT PERSONNEL

JULY 1, 2007 - JUNE 30, 2010

Article I - Preamble/Recognition

- A.** This agreement is made and entered into as of July 1, 2007, pursuant to the Municipal Public Employees Labor Relations Law (Chapter 9A, Title 26 M.R.S.A.) by and between the Lisbon School Committee, hereinafter referred to as the “Committee” and the Lisbon Education Association, hereinafter referred to as the “Association”.
- B.** The parties have entered into this agreement in order to establish their respective rights with regard to wages, hours, and working conditions.
- C.** The Committee hereby recognizes the Association as the sole and exclusive bargaining agent as defined in Title 26 of the Maine Revised Statutes Section 962(2) for the support personnel bargaining unit which is composed of educational technicians I, II and III, clerks, secretaries, administrative secretaries, bus drivers, custodians, maintenance personnel, groundskeepers, groundskeeper/maintenance/shift leaders, cafeteria assistants, bakers, and cook managers, and interpreters/transliterators, who have been employed by the district for 6 months or more. Said Unit excludes Union #30 secretaries and staff.
- D.** Unless otherwise indicated, the term “employee” when used in this agreement shall refer to all employees represented by the Association in the negotiating unit as defined above.
- E.** A full time employee is one working 30 hours or more per week. Part time employees are those who work fewer than 30 hours per week. For employees hired before 12/1/91, part time shall mean working fewer than 20 hours per week.
- F.** Except as otherwise specifically provided in this agreement, or otherwise specifically agreed to in writing between the parties, the determination of educational policy, the operation and management of the schools and control, supervision and direction of the employees are vested exclusively in the School Committee.

Article II - Grievance Procedure

A. Purpose

The purpose of this procedure is to secure at the lowest possible level, solutions to the grievances which from time to time may arise affecting the terms and conditions of employment for employees as specified by this contract. Both parties agree that these proceedings will be kept confidential.

B. Definitions

1. A “grievance” is a claim based upon the 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 any bargaining unit member whose contractual rights may be impaired by the grievance or any person who might be required to take action or against whom action might be taken as a result of the grievance.
4. “Days” shall mean school or work days unless otherwise specified in the procedure.

C. General Procedures

1. A formal grievance procedure must be initiated within twenty-one (21) days of the event or condition which caused the grievance.
2. When a grievance affects a class of employees, deemed to be more than one, those grievances may be combined and processed together.
3. When a grievance occurs at the Superintendent or School Committee level, that grievance may be initiated at the Superintendent level and proceed through all subsequent steps as outlined in the formal grievance procedure.

D. Informal Procedure

The employee with a grievance must discuss the matter with his/her immediate supervisor or principal, with the objective of resolving the matter informally.

E. Formal Procedure

1. Level One - Principal/Supervisor

- a.** If the 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 immediate supervisor or principal with a copy to the Association.
- b.** The principal or supervisor shall within seven (7) days after receipt of the written grievance render his/her decision and the reasons therefore in writing to the Association.

2. Level Two - Superintendent

- a.** If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within the prescribed time, he/she may within seven (7) days file his/her written grievance with the Association for referral to the Superintendent.
- b.** The Association shall within seven (7) days after receipt, refer the grievance to the Superintendent, but prior to doing so, the Association shall provide the opportunity for the aggrieved person to meet with the Association to review the grievance and to determine appropriate documentation.
- c.** The Superintendent shall within seven (7) days of the receipt of the referral meet with the aggrieved person and his/her Association representative in an effort to resolve the grievance.
- d.** The Superintendent shall within seven (7) days after the meeting render his/her decisions and the reasons therefore in writing to the Association.

3. Level Three - School Committee

- a.** If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or no decision has been reached within the prescribed time, he/she may within seven (7) days again file the grievance with the Association for appeal to the School Committee.
- b.** The Association shall within seven (7) days after receipt, refer the appeal to the School Committee.

- c. The School Committee shall within fourteen (14) days after receipt of the appeal, meet with the aggrieved person and his/her Association representatives for the purpose of resolving the grievance.
- d. The School Committee shall with ten (10) days after the hearing render its decision and the reasons therefore in writing to all parties at the interest.

4. Level Four - Impartial Arbitration

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been reached within the prescribed time, he/she may within five (5) days after the decision, request in writing to the president of the Association that his/her grievance be submitted for arbitration.
- b. If the Association formally determines that the grievance is meritorious and recommends such action, it will submit the grievance to arbitration by so notifying the School Committee Chair and Superintendent in writing within five (5) days after receipt of the request.
- c. The Superintendent and the president of the Association shall within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon the arbitrator within five (5) days, the services of the American Arbitration Association shall immediately be called upon to select one who is A.A.A. certified.
- d. The arbitrator shall, if reasonably possible, within ten (10) days after the hearing, render his/her decision in writing to all parties in interest, setting forth his/her findings or fact, reasoning, and conclusions on the issues submitted. An arbitrator shall have no authority to add to, subtract from, or modify the collective bargaining agreement. The decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding on the parties.
- e. The costs of the services of the arbitrator shall be borne equally by the School Committee and the Association.

F. Rights of Employees to Representation

Any party in interest may be represented at Level Four of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative of a rival employee organization.

1. No reprisals shall be taken by either the aggrieved person, Association, the Committee or its agents against any participant in the grievance procedure by reason of such participation.
2. In the event that a grievance is not timely answered by the Committee at any step of the procedure, the aggrieved person or the Association, as appropriate, may file at the next step in the procedure.
3. The Committee shall promptly forward to the Association a copy of any submitted written grievance and with written authority from the grievant any written materials accompanying the grievance. This requirement is waived in the case of grievances filed by the Association, or employees who are represented by the Association or its representatives.
4. No complaint informally resolved or grievance resolved at Steps 1 or 2 shall constitute a precedent for any purpose unless agreed to in writing by the Committee or designee and the Association.
5. The time limits in the Article may be extended by mutual agreement of the aggrieved person and the appropriate administrator at any step of the grievance procedure. Any mutual agreement shall be confirmed in writing as soon as practicable.
6. A form for the filing of grievance is attached to this Agreement as Appendix C. (Other forms are available at the Superintendent's Office.)

Article III - Employee Rights

A. Discipline and Dismissal

1. Employees who have completed their probationary period shall not be disciplined or discharged without just cause.
2. Employees shall be disciplined in a fair and equitable manner with progressive disciplinary action being taken commensurate with the seriousness of the offense and employment record. Progressive discipline may impose sanctions in the following order of severity: verbal reprimand, written reprimand, loss of pay, suspension without pay, and discharge. If offenses are repeated, serious or the employee's work record is poor, a higher degree of severity can be applied.

3. Newly hired employees shall serve a nine (9) month probationary period measured from date of hire, during which time the discipline and dismissal standards shall not apply.
4. The Association shall be given prompt written notice of the written reprimand, discharge, demotion or suspension of any employee.
5. Whenever any employee is required to appear before the Committee concerning any matter which could adversely affect the continuation of the employee's employment, then he/she shall be given prior written notice of reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. A grievance regarding the discharge, demotion, or suspension without pay of an employee may be initiated at Step 2 of the grievance procedure as set forth in Article II, Section. E. within twenty (20) days after receipt of the notification of the discharge or suspension without pay.
6. The Superintendent may place employees on administrative leave with pay pending investigation and final decision.

B. Reductions in Force

Seniority shall mean an employee's continuous length of service measured from the employee's most recent date of hire with the Committee. For employees hired prior to June 30, 1992, seniority shall mean total aggregate employment covered by this agreement commencing with the date the employee was originally hired. When employees have the same date of hire, the employees' total work experience shall be considered.

The Lisbon School Department exists for the purpose of efficiently and orderly educating the children of this community. The Committee shall notify the Association when it contemplates the elimination of any bargaining unit position. After written request from the Association, the Committee will meet and consult with the Association prior to the Committee's decision to eliminate positions. A decision by the Committee to eliminate any bargaining unit position shall not be subject to the grievance and arbitration provisions of this contract.

1. Positions shall be eliminated by employee classification as listed in Appendix B of the contract, and in the following order:
 - a. Probationary employees in any order selected by the Committee.
 - b. Part-time employees in inverse order of seniority.

c. Full-time employees in inverse order of seniority.

Employees shall receive a two (2) week notice prior to the effective date of layoff.

2. The Superintendent shall update the seniority list annually by September 30th of each year, with employees with the greatest seniority listed first by classification, indicating date of hire and part-time and full-time status. When employees have the same date of hire, the employee with more total work experience shall be listed first. A separate list of probationary employees with their date of hire shall be submitted at the same time.
3. The seniority list shall be posted in the following work areas: cafeterias in all buildings, downstairs teachers' room in the high school, custodian lounge in the high school, and all other teachers' rooms. A copy of the list shall be sent to the Association at the same time that the list is posted. Any disagreement with the list must be reported by the Association to the Superintendent (or if by an employee, to the Association and the Superintendent) within ten (10) days after the delivery to the Association and posting. Any changes to the list, other than those resulting from the disposition of disagreements reported during this ten (10) day review period will be made only by mutual agreement of the Superintendent and the Association.
4. The Association shall be notified in writing as to the name and position of the employee(s) terminated in accordance with this Article.
5. Employees who have been laid off shall be eligible to participate at their cost in group life and health insurance for two (2) years or as allowed by the insurance contract and/or law following the effective date of layoff. Employees who desire to maintain group life and health insurance in accordance with this Article must so notify the Committee in writing no later than thirty (30) days after the effective date of layoff or as provided by the law in effect at the time of the layoff.
6. The Superintendent shall establish a recall list of laid off employees by classification. Employees who have been laid off shall be placed on the recall list and shall be sent unit position vacancy announcements to each employee's last known address. For this purpose, it shall be each employee's responsibility to keep the Superintendent advised of their current address.
7. An employee who is reduced in force will remain on recall for eighteen (18) months to his/her former classification or to a lower classification within his/her category, provided the employee recalled meets the requirements of the job description. Recall will be made in inverse order of layoff. Laid off employees with appropriate qualifications and experience may be recalled for vacancies in other unit categories provided they meet the requirements of the job description.

Employees receiving recall notice are required to respond in writing to the Superintendent within ten (10) days of notice of recall. Employees will be removed from the recall list for the following reasons:

- a. Employee waives recall rights in writing.
 - b. Employee refuses recall to their former classification.
 - c. Employee resigns.
8. Employees re-employed within two (2) years of the effective date of layoff shall be placed on the same wage step obtained prior to layoff if hired back to the same job classification. All benefits to which the employee was entitled at the time of layoff, including accumulated sick leave and seniority status shall be restored upon return to active employment.

Article IV - Non-Discrimination

- A. The Committee agrees not to discriminate against any employee based on race, color, religious creed, national origin, sex, marital status, political beliefs or affiliation, age, disability, or membership or non-membership in the Association.

Article V - Association Rights

- A. No representative of the Association or any employee shall suffer a loss in pay when required by the School Committee to attend a grievance proceeding or administrative meeting during working hours.
- B. 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.
- C. The Association shall have, in each building, the right to use a bulletin board in each employee break area.

- D.** The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building in areas designated for employee use, such as employees' lounges and workrooms. The Association may use the District mail service and employee mailboxes for communications to employees.

- E.** The Committee shall deduct Association dues from the regular paychecks of those individuals who provide signed authorization to the payroll department. The Committee shall transmit the dues moneys to the Association promptly. The Association shall indemnify and save the Committee harmless against all claims that may arise by reason of any action taken in making deductions and remitting the same to the Association.

Article VI - Health and Safety

A. Work Schedule

No operator may be required to work at a Video Display Terminal (VDT) for more than six (6) hours per day.

B. Conditions

- 1.** Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well being. It is the responsibility of the employee to notify the Administration as soon as possible of any situation which the employee believes unsafe or hazardous.

- 2.** An employee may use reasonable force in controlling a student as necessary for protection from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of the student. The above applies to the school day or during school sponsored activities.

- 3.** Employees shall not forfeit accumulated sick leave for absences caused by assault or from injury resulting from an assault arising from employment, except when the employee is found to be at fault. Employees shall file a Workers' Compensation Claim and shall endorse the Workers' Compensation check over to the Committee.

4. Employees shall report to the principal and Association in writing immediately, if able, cases of assault suffered by them in connection with their employment.
5. Such written notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request, *to the extent permissible by law*, from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways ~~on~~ on the behalf of the employee.
6.
 - a. The Committee shall provide defense protection up to the limits of its insurance policy to the employee including legal and other assistance for any assault upon the employee while acting in the discharge of his or her duties, as long as there is no finding of fault on the part of the employee.
 - b. The Committee shall provide protection to its employees under the Maine Tort Claims Act 14 M.R.S.A. & 741 et seq for claims arising out of their employment.
 - c. In the case of damage to an employee's vehicle while the employee is acting in the discharge of his/her duties, the employee shall pay the first \$100.00 of the cost of repair of the damage. The School Committee shall be responsible for paying the remainder of the repair bill after the employee submits three (3) repair estimates, up to the limits of existing policy coverage.
 - d. In the case of damage to other personal property to include but not be limited to, jewelry, clothing, books and papers, personal work-related materials, the School Committee shall reimburse the employee for the replacement or repair when such a loss is not covered by Workers Compensation, up to the limits of existing policy coverage.
 - e. No reimbursement will be paid under paragraph c or d above if the loss or damage is as the result of the teacher's carelessness or unrelated to the employee's employment. No double recovery is allowed under these provisions.
7. The School Committee reassures the Association that there is no present intent to subcontract bargaining unit work during this contract period.

Article VII - Personnel File

- A.** The Committee 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/from the employee, written evaluations and other appropriate material relating to the individual's employment.
- B.** Employees shall be sent a copy of all materials henceforth placed in the file, at the same time the material is placed in the file. Anonymous or unattributed material shall not be placed in the file unless the issue is investigated and a written report of the investigation is attached. If, however, the investigator finds the issue to be without merit, the anonymous and unattributed material shall not be placed in the file. An employee shall have the right to submit a written response to any material placed in the personnel file. This written response shall then be filed and attached to the appropriate material.
- C.** Employees, and designated Association representatives, shall have the right to examine their file in the presence of the file's custodian, or the custodian's designee, during the normal business hours of the office in which the file is kept.
- D.** No person other than the employee, the employee's representative, the Committee 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 or disclosure is required pursuant to a court order.
- E.** The employee and duly designated Association representatives with written authorization may obtain copies of any materials in the personnel file without cost during the normal business hours of the office in which the file is kept.
- F.** By mutual consent between the employee and the Committee or its designee, any item contained in an employee's personnel file may be removed and destroyed.
- G.** Material must be placed in an employee's personnel file at least three (3) days prior to any hearing or it may not be used at that hearing. When material not in the personnel file becomes available less than 3 days prior to the hearing, the hearing will be delayed at the employee or the employer's request.

Article VIII - Evaluation

- A.** All monitoring or observation for the purpose of conducting formal evaluation of the work or performance of an employee shall be conducted openly and with full knowledge of the employee.
- B.** All employees shall be evaluated according to a procedure developed in consultation with the Association and adopted as Committee policy.
- C.** An employee shall be given a copy of any evaluation report prepared by his/her evaluator within five (5) days, and at least one (1) day before any conference to discuss it. 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. If the employee refuses to conference with the evaluator, the evaluation may be placed in the file or acted upon without the conference. In that event, the employee shall be notified in writing that the material is being placed into the file without the conference and the employee's signature and a copy of that note from the evaluator shall be attached to the file copy of the original material." No employee shall be required to sign a blank or incomplete evaluation form.
- D.** 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.
- E.** Any written complaints regarding an employee which may be made to a member of the administration by a parent, student, or other person which are used in any manner in evaluating an employee shall be investigated within twenty (20) days 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 IX - Job Descriptions and Reclassification

- A. Each employee shall be provided with a current written job description which describes his/her job responsibilities. The Association shall be provided with a copy of all current job descriptions of employees in the bargaining unit within thirty (30) days of the execution of this Agreement, and whenever jobs are created or modified.

- B.
 - 1. When an employee works in a higher job classification than his/her current classification beginning on the sixth day, he/she shall be reclassified and paid at the rate of the higher classification from the sixth day on.

 - 2. When an employee works in a higher job classification than his/her current classification on a temporary basis, he/she shall be paid at the rate of the higher classification from the sixth day of such consecutive work, or an additional \$1.00 per hour whichever is less.

 - 3. An employee reclassified to a higher job classification shall be placed on the step closest to his/her rate of pay in the new classification as the employee received in the old classification (less longevity pay) without loss of pay. The longevity pay shall be added to the rate received in the new classification. An employee promoted to a higher rated job classification within the normal rate of progression shall be placed on the same step in the new classification.

Normal progression:

- 1. Ed. Tech. I, Ed. Tech. II, Ed. Tech. III
- 2. Clerk, Secretary, Administrative Secretary
- 3. Cafeteria Assistant, Baker, Cook Manager
- 4. Custodian/Bus Driver, Groundskeeper, Maintenance Person,
Groundskeeper/Maintenance/Shift Leader

If a person opts to demote himself/herself to a job not part of the normal progression, that person shall start at Step 0 even though there may be a loss of pay.

If it's a demotion to the normal progression, that person shall receive the rate of pay at the same step for the new job as that held in the previous job.

- C. A joint School Committee and Association Committee shall meet and consult to develop the job descriptions required by Section A of this Article. The final decision is retained by the School Committee.

- D.** When an employee is assigned work by two or more persons, it shall be the responsibility of the employee's appropriate supervisor to resolve conflicts in work assignments which arise.

Article X - Professional Development

The Lisbon School Committee recognizes the importance of developing, maintaining, and extending the skills of staff members and encourages employees to engage in programs and activities that will lead to their professional growth and increased competence.

- 1.** The Committee shall reimburse Educational Technicians for the actual costs of pre-approved college credits, CEUs and workshops, not to exceed UMO credit costs for three credits taken for the five-year reauthorization requirement.
- 2.** Educational Technicians may participate in teacher workshops, programs, and locally offered courses which provide Educational Technicians with reauthorization credits.
- 3.** The Superintendent shall meet and consult with the Association upon request to plan staff development opportunities pertinent to support staff needs such as restraint and safety training, CPR, work practices and nutrition. Such training may be scheduled on workshop days, outside the regular work shift or when employees are on duty during their regular work shift.

Article XI - Personal Work

No employee shall be required to perform personal services for his/her supervisor or for any other employee. Personal services are defined as providing support for activities which are unrelated to the supervisor's position and/or any other employee's position.

Article XII - Leaves/Holidays/Vacations

A. Short-Term Leave

Each employee shall be entitled to the following leaves on an annual basis with the condition set forth. They are:

1. Sick Leave

- a.** Sick leave shall accumulate at the rate of one (1) day per month; accumulate to a maximum of one hundred and thirty (130) days. Employees shall be notified of the total number of unused sick leave days with their first weekly paycheck at the beginning of their work year.
- b.** Employees shall notify the appropriate supervisor of their inability to report to work as soon as possible.
- c.** Sick Leave Retirement Compensation:
 - 1. Notice to retire must be given not later than February 1 of the calendar year in which the employee shall retire.
 - 2. Notice to retire cannot be revoked.
 - 3. In order to take advantage of this provision, the employee must have 20 years in the system.
 - 4. The employee will be reimbursed for 25% of his/her accumulated sick leave at the employee's current rate of pay not to exceed the equivalent of 30 days at full pay.
- d.** Employees may use up to five (5) sick leave days per year for care of an ill family member. Upon the approval of the Superintendent, additional sick leave days may be granted. The Superintendent's decision shall be final.

2. Personal Leave

Each employee shall be granted three (3) personal leave days for conducting personal business. The request shall be made in writing to the principal or supervisor not less than two (2) days prior to using such leave except in cases of emergency the notification rule is waived. The employee shall not be required to give a reason. Personal leave days taken after May 1 of each school year shall be limited to five (5) employees per work day on a first come first served basis except for documented emergencies.

This leave cannot be taken the day before or the day after a vacation or holiday. Personal business is defined as business which cannot be performed at any other time and which would cause the employee to lose wages if the provision were not in effect. Personal leave shall not be taken for recreational reasons.

Any employee whose religious affiliation requires the observation of holidays other than those scheduled in the school calendar shall be excused without pay by the supervisor.

3. Bereavement Leave

Up to 5 days at any one time in the event of a death in the immediate family. The immediate family shall be defined as the employee's husband, wife, children, including adopted children, mother and father, but shall not include the employee's mother-in-law or father-in-law. Up to 3 days at any one time in the event of the death of an employee's brother, sister, mother-in-law, father-in-law, grandfather, grandmother, aunts and uncles. Up to 3 days may be granted for the death of a significant other. This leave for the death of the significant other will be granted at the discretion of the Superintendent. Upon the approval of the Superintendent, additional bereavement leave days may be granted. The Superintendent's decision shall be final.

4. Professional Leave

Professional Leave shall be up to three (3) days annually for workshops, training sessions, and professional visitations for Ed Techs I, II and III only with the prior permission of the Superintendent.

5. Jury and Witness Leave

- a. Employees who are summoned to serve on a jury panel will be granted a leave of absence with pay for the period of such service. The fee paid to the employee for jury duty shall be returned to the Town.
- b. Employees who are subpoenaed as witnesses in any legal proceeding resulting from or pertaining to the employee's employment will be granted a leave of absence with pay for the period of such service.
- c. This provision shall not apply when the employee is a defendant in a criminal proceeding or when the employee has brought a legal action against the district.

B. Long-Term Leave

1. Disability Leave

Any employee who becomes disabled, and who is not collecting sick leave benefits, or any other form of compensation such as Social Security, Worker's Compensation, Maine State Retirement System allowances, or any other form of insurances or benefits, or otherwise gainfully employed, may request a leave of absence in writing for up to one (1) year, without pay. This written request must include a medical doctor's certificate as to the nature of the disability, and a medical opinion that the nature of the physical or mental disability is such as to cause the employee to be unfit to perform their respective job function. A person requesting to return to work under this Article will provide the school department with a medical doctor's certificate that the specific disabilities are no longer in existence and that the employee is fit to perform their respective job functions.

C. Family Medical Leave

The Lisbon School Department shall comply with all applicable provisions of the federal Family and Medical Leave Act of 1993 (FLMA), the Maine Family Medical Leave, and any other relevant Committee policies.

D. Sick Leave Bank

The sick leave bank is designed to assist employees who experience disability due to a catastrophic event or major illness. Normal pregnancy and normal birth related absences do not qualify for sick leave bank use. Those with disability insurance will become ineligible for withdrawing from the sick leave bank when they become eligible to draw disability. It is intended to serve those who have used their accumulated sick leave and who anticipate a long-term absence.

- 1.** A sick leave bank, administered jointly by a committee composed of equal representation of the School Committee and the Association, shall be established for those employees who wish to participate. Participation will be voluntary. Only those persons who participate are eligible to withdraw days from the bank.
- 2.** Each participant in the bank, upon initial enrollment, will donate one (1) day of sick leave. The donated day will be deducted form the sick leave of the participant. The maximum number of days in this sick leave bank will be equal to the number of eligible staff members plus 10.

3. The remaining days at the end of the school year will be transferred to the next school year. No new days will be added to the bank until such time as the number of days diminishes to ten (10) days, at which time participants desiring to continue in the bank will donate not more than one (1) day from sick leave.
4. Participants must notify the Association by September 15th if they desire to enroll in the bank. The Association will notify the Superintendent of all additions before September 30th.
5. Participants drawing sick leave days from the bank will not have to replace those days except as a regular contributing member of the bank.
6. Participants withdrawing from membership in the bank will not be able to withdraw the days they contributed.
7. Participants wishing to use days from the sick leave bank shall apply through the joint committee. Decisions of the joint committee shall be final. Application for the use of days shall be in accordance with the sick leave bank guidelines below:

Participants will not be able to draw days from the bank until their own sick leave is depleted.

Requests for the use of the sick leave bank must be accompanied by a doctor's certificate stating disability or illness.

Participants will be able to draw from the sick leave bank from the first day of unpaid leave after a five (5) consecutive-days-unpaid-sick-leave waiting period has expired, but no staff may draw more than ten (10) days from the bank at any one time without renewing their request. The maximum withdrawal from the sick leave bank by any one staff member during a contract year shall be sixty (60) days. Appeals to the joint committee for withdrawals of days beyond the 60 days maximum may be made and may be granted in extraordinary circumstances.

E. Holidays

1. Any employee who works thirty six (36) weeks per year shall receive the following paid holidays each year:

Labor Day	Christmas Day (2)
Columbus Day	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	Memorial Day

2. Employees working twenty (20) hours or more per week are granted the day after Thanksgiving as a paid holiday.

3. Any employee who works fifty two (52) weeks per year shall receive the following paid holidays each year:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veteran's Day	President's Day
Thanksgiving Day (2)	Patriot's Day
Christmas (2)	Memorial Day
	Independence Day

F. Vacations

1. Any employee who works fifty two (52) weeks per year shall be entitled to the following paid vacation according to their length of service:

Experience	Full Year Employee
6+ months	5 days
2+ years	10 days
10+ years	15 days
20+ years	20 days
25+ years	25 days

Each day of pay is calculated at the employee's regular workday. (E.g.: 7 hours of work equals 7 hours of pay per vacation day.) Years equal 12 calendar months of continuous employment as a permanent employee measured from July 1.

Vacations may be taken during any school vacation period, with the Superintendent's permission.

Vacation time shall be credited on July 1 which is the pay anniversary date. The rate shall be the rate of pay received at the end of the season in which the check is paid.

2. For non-52 week employees, a year is a season of work, that part of the year during which an individual is employed.

Experience	# Days
6+ months	3.5
2+ seasons	7
10+ seasons	10.5
20+ seasons	14
25+ seasons	17.5

For employees who work the school year:

1. Days are earned based upon the number of seasons completed.
2. The rate equals the pay rate at the end of the season.
3. Employees will receive their vacation check at the end of their season.
4. Vacation hours equals the number of hours regularly scheduled per day.
5. New hires who begin work after the start of the work season shall qualify for vacation after 6 months of employment provided 6 months ends prior to the end of the season.

- G. Employees working fewer than sixteen (16) hours per week are not subject to the benefits of Article XII.

Article XIII - Assignments

A. 1. **Work Assignments**

All fifty two (52) week employees will be notified in writing of their work assignments by August of each year. All thirty six (36) week or school year employees will be notified by August 1st with the understanding that bus driver routes are subject to modification. Upon initial employment, an employee will be given a written job description. At any time that a change in job responsibility or an addition to the job description is made, that responsibility will be written and presented to the employee.

2. **Change in Work Schedule**

In the event that an employee's regular work schedule is changed to a different regular work schedule by the Committee, the employee's supervisor shall inform the employee of the change at least fifteen (15) days prior to its effective date. This notification period may be shortened in emergency situations. Except in cases of emergency or immediate need, such changes in work schedule shall only be made for bona fide program reasons. In the event the new work schedule represents a reduction in hours, the process in Article III, Section B.1. shall be implemented.

Summer Work Schedule: Notwithstanding Paragraph A. 2. of Article XIII, the School Department may adopt a 4 day 10 hours per day staggered schedule (Monday-Thursday; Tuesday-Friday) if such schedule meets the needs of the School Department.

B. Vacancies

1. A permanent vacancy means any open position and/or assignment within the bargaining unit for which a posting is made and will be marked "Permanent" on the notice. Permanent vacancies shall not be used to fill a temporary vacancy created by sick leave or any other leave.
2. Any permanent vacancy within the bargaining unit will be posted on employee bulletin boards for seven (7) calendar days prior to filling a permanent vacancy. When qualified employees apply for a vacancy in a similar or equal position, the most senior employee shall be selected.
3. Postings for temporary vacancies will be marked "Temporary".
4. When positions become vacant between March 1st and June 30th, substitutes shall be placed in those positions and shall be paid substitute pay. As of July 1st the substitute will be paid the regular wage or step 0 of the salary scale.
5. Education Technicians qualified and interested in applying for vacant teaching positions within the District shall have an opportunity to be interviewed for such teaching positions.

C. Involuntary Transfers

Involuntary transfers will be made only in the case of an emergency, or to prevent undue disruption of service. When an involuntary transfer is necessary and no qualified volunteer to fill the vacancy is available, than the Superintendent shall have the right to assign an employee to that job. For the purpose of this Article, substitutions on a temporary basis shall not be considered an involuntary transfer.

D. Voluntary Transfers

A voluntary transfer shall mean the employees' change in work site or location of his/her work. Transfer notices shall be posted for seven (7) days on employee bulletin boards and shall be marked "Voluntary Transfer". The employee with the most seniority shall have the right of first refusal of the transfer, provided the employee meets the requirements of the job description. In the event the position remains open, the School Department may do an involuntary transfer according to paragraph C, above, or hire from outside of the bargaining unit.

E. Maintenance Substitutes

1. When the maintenance person substitutes for the maintenance supervisor during regular vacations or prolonged absence, a pay differential of \$1.00 per hour shall be paid.
2. In short term situations, the maintenance supervisor or acting supervisor is authorized to call in the necessary personnel so that the needs of the school can be met.

In a long term situation, more than one (1) week, the maintenance supervisor or acting supervisor shall notify the Superintendent of Schools.

Article XIV - Hours/Days

A. Hours of Work

1. The regular fifty-two (52) work week of year round employees shall be five (5), eight (8) hour days.
2. The minimum hours of employment for other members of the bargaining unit shall be as follows:

<u>Position</u>	<u>Minimum Hours Per Day</u>	<u>Minimum Number of Days Per Year</u>
Ed Tech III in Library Assignment	7.5	180
Ed. Tech I's & II's	7.0	177
Ed. Tech. III's	7.0	180
Part-Time Bus Driver	2.0	177
Ed Tech I in Bus Aides/Personal Care Attendant Assignments	2.0	
Clerks	7.0	190
Secretaries	7.0	190
*Part-Time Secretary	3.5	190
Administrative Secretaries	7.0	190

Cafeteria Assistants	4.0	177
Bakers	6.0	177
Cook Managers	8.0	177
Transliterators	2.0	177
Special Education Ed. Techs.	2.0 (** See Note Below)	

*Administrative Secretaries and Secretaries employed as of July 1, 2007 will remain full time employees in their current positions for the term of their employment in that position.

** Note: In the event an IEP specifies an Ed. Tech. be provided for a student on a hours-per day basis, the Special Education Ed. Tech. would receive a minimum of two (2) hours per day.

Two hour minimum for part-time bus drivers, aides and transliterators applies if they cannot be notified of no work before the employee departs for work. If they arrive at work, they may be required to do other work. If the State cuts the total number of school days, the minimum number of days for kitchen personnel would also be cut.

3. Night-Time Custodians - The work schedule of bus drivers/custodians on the second shift will be 1:45 pm to 10:15 pm. The work schedule of Bus Driver/Custodians on the second shift will be 10:30 am to 7:00 pm on scheduled half days. Night custodians may be assigned to work days when school is canceled for weather and other emergencies or when school is otherwise closed for students.

B. Overtime/Comp. Time

1. All hours worked in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 1/2) times the worker's scheduled hourly rate. If workers are required to work Sundays or Holidays, the rate of pay shall be two and one-half (2 1/2) times the worker's scheduled rate of pay.
2. Compensatory time shall only be taken if the employer and the employee agrees to do so. In the event an employee takes compensatory time, it shall be at the time and one-half (1 1/2) rate of pay.
3. In the event an employee is called into work on a day off, or either before or after the employee's regular shift, the employee shall be paid the appropriate overtime rate with a minimum of two (2) hours to be paid. When an employee is asked to work an extended regular work shift, the employee shall be paid his/her regular rate of pay and overtime pay, if it applies.

4. Available overtime or extra time including extra-curricular bus trips, will be offered to volunteer regular bus drivers and custodians. Every attempt and effort shall be made by the Administration to distribute extra hours and bus trips fairly among the employees, throughout the school year. Assignments shall be posted no more than four (4) weeks in advance. The overtime list shall be prepared on a seasonal basis, posted in the bus driver lounge, and updated as changes occur.

When substitute custodians are not available to fill in for absent regular shift custodians, overtime opportunities will be offered on a rotating basis to employee custodians to ensure equity.

(Memo of Understanding: The Superintendent and Association shall meet and consult regarding the implementation of Article XIV B. 4, fair distribution of overtime and extra-curricular runs.)

5. During each work day, each employee shall have a rest break of not more than fifteen (15) minutes for every four (4) hours worked, and a thirty (30) minute meal period free from duty. The thirty (30) minute meal period is not included in the eight (8) hours of work.

Employees may leave the building during break time provided they provide notification of where they will be. (The Association and Superintendent will meet to determine how this may be implemented.)

6. The Committee reserves the right to install time clocks at all locations.
7. Personnel requested by their supervisor to work beyond the minimum hours listed in this clause (A2) shall be paid for the same.

Article XV - Insurance/Benefits

A. Insurances

1. Health and Dental Insurance

For the contract period from July 1, 2007- June 30, 2010, for eligible full-time employees covered by this contract, the Committee will make the following contributions toward the premiums of the MEA Benefits Trust Choice Plus Plan and Delta Dental Insurance Plan:

Single - 90%
Two Adult - 85%
Adult with Child - 80%
Family - 75%

Employees desiring coverage under the Standard Plan from July 1, 2007- June 30, 2010 are responsible for any premium amounts above the premium for the applicable Choice Plus coverage.

Employees working fewer than ten (10) hours per week will receive no benefits. For those working ten (10) to fewer than thirty (30) hours, insurance benefits of single person will be offered for the months worked. Part-time employees hired before 12/1/91 will receive benefits consistent with Article I.E.

2. Disability Insurance: The School Committee will pay 50% of the premium for employee's disability insurance. Employees shall have the option to enroll in \$25,000 term life with the employee paying the full cost.

Premium Conversion

1. In order for enable employees to use pre-tax dollars to pay for certain health insurance premiums for which the employee is liable, the Committee agrees to make available at Committee expense a Premium Conversion Plan. The Premium Conversion Plan will be administered by Maine Blue Cross and Blue Shield under the provisions of Maine Choice.
2. The Premium Conversion Plan will be set up in conformity with and will adhere to the Provisions of section 125 of the Internal Revenue Code.
3. Annually, not more than sixty (60) days nor less than thirty (30) days prior to the beginning of the next plan year, each employee will be notified of the opportunity to elect to make changes in the amount of income that is to be deposited to the Premium Conversion Plan.
4. Health insurance premiums eligible to be paid under the Premium Conversion Plan include but are not limited to health insurance, vision insurance and dental insurance.
5. The monthly administrative fee shall be paid by the employee.

B. Benefits

1. Any employee required to travel in their own vehicle on school business, shall be reimbursed at the Superintendent's mileage rate upon receipt of the appropriate vouchers.
2. One (1) pair of coveralls will be provided yearly to painters and maintenance personnel.
3. The maintenance person will be provided a tool allowance of up to \$100 each year, with the understanding that the person will provide all basic tools necessary to perform the functions of that position.
4. The Groundskeeper shall be granted a tool allowance of up to \$25 per year.
5. The Groundskeeper will be provided the necessary insulated coveralls, boots and gloves for outside work. The parties shall work together to determine which clothing is adequate.
6. Hairnets shall be provided for the Cafeteria Workers.
7. Maintenance workers, groundskeepers, bus drivers, custodians and cafeteria employees will receive five shirts per year as part of a uniform which they will be required to wear.

Article XVI - Wages

- A. Bus drivers required to be out of town overnight shall be paid eight (8) hours and shall be paid for lodging.
- B. School year employees who work in the summer in a different classification within the bargaining unit shall be paid at Step 0 of the classification to which they are assigned for the summer period.

Article XVII - NEA Job Evaluation System and Classification

- A.** The Association agrees that they shall conduct a survey of all current positions within the Bargaining Unit during the 1994-1995 school year. The survey shall conform to the NEA Job Evaluation System and the results of the survey shall be shared with the School Committee.
- B.** The Committee and the Association agree to review the results of the survey. Any adjustments which are indicated by the survey of the positions and their respective classifications will be made as soon as possible and such adjustments to salary shall be made September 1, 1995.
- C.** A joint committee, composed of three (3) School Committee representatives and three (3) Association representatives, shall be formed to oversee the application of the NEA Job Evaluation System to the classifications defined above. The parties agree that the final authority to determine job content lies with the School Committee.
- D.** Once the total point score of each classification is determined using the NEA Job Evaluation System, then the classification shall be assigned to the salary schedule using the Point-to-Grade conversions table, which will be attached to this Agreement.
- E.** When a new job classification is created by the School Committee and the School Committee and Association agree to include the classification in the NEA Job Study, or when either the School Committee or the Association believes the duties of an existing job classification may have changed so substantially to warrant assignment of that job to a different wage level, the joint committee shall study that classification to determine total point score and salary schedule placement.
- F.** Pay Equity: The parties will reopen negotiations over the implications of Pay Equity when the Pay Equity Report is submitted.

If there are any changes negotiated, the parties will attempt to make those changes retroactive to/effective September 1, 1996.

Article XVIII - Miscellaneous Provisions

A. 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 the remaining provisions of the Agreement which shall remain in full force and effect. Negotiation on the provision(s) found invalid shall commence within ten (10) days of the written request of either party.

B. Employees shall receive written copies of this contract within ninety (90) days of the signing of this contract.

C. Individual anniversary date is for seniority. All pay anniversary dates are July 1st.

D. The Committee will distribute "Alert Lists" to employees who work with students. These lists will be distributed consistent with law.

E. The Committee will schedule appropriate training for employees who may administer medication when a nurse is not available.

Article XIX - Duration of Agreement

The provisions of the Agreement shall be effective as of the execution date of this Agreement. This agreement shall terminate June 30, 2010. In witness whereof, the parties hereby execute their signature.

Lisbon Education Association

Lisbon School Committee

Name:

Chairperson:

Title:

Superintendent of Schools:

Date:

Date:

Name:

Title:

Date:

LESP JOB CATEGORIES

Definitions: A "category" is a group of related job classifications (i.e. Ed Techs)
A "classification" is a job title (i.e. Ed Tech I)
An "assignment" is a specific job assignment (i.e. Ed Tech I at Lisbon High School or personal care attendant)

Categories: Educational Technicians
Clerical and Secretarial
Food Service
Maintenance and Transportation
Interpreter/Transliterators

Classifications (listed in progression from lowest to highest):

Educational Technicians Category

Educational Technician I
Educational Technician II
Educational Technician III

Clerical and Secretarial Category

Clerk
Volunteer Coordinator
Secretary
Administrative Secretary

Food Service Category

Cafeteria Assistant
Baker
Cook Manager

Maintenance and Transportation Category

Custodian
Bus Driver
Groundskeeper
Bus Driver/Custodian
Maintenance
Groundskeeper/Maintenance/Shift Leader

Interpreter/Transliterators Category

Interpreter/Transliterators

