

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**REGIONAL SCHOOL UNIT NO. 18
BOARD OF DIRECTORS**

AND

**REGIONAL SCHOOL UNIT NO. 18
EDUCATION ASSOCIATION**

**BUILDING ADMINISTRATIVE ASSISTANT,
BUILDING SECRETARY, SECRETARY UNIT**

2017-18

2018-19

2019-20

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1. PREAMBLE, RECOGNITION AND DEFINITIONS

A. Preamble.

This Agreement is entered into between the Board of Directors of Regional School Unit No. 18 (hereinafter referred to as the "Board") and the Regional School Unit no. 18 Education Association-Building Administration Assistants/Secretaries Unit (hereinafter referred to as the "Association").

B. Recognition

The Board recognizes the Association as the sole and exclusive bargaining agent in accordance with the Municipal Public Employees Labor Relations Law, 26 M.R.S.A. Section 961 et seq., for a unit consisting of all building administrative assistants, building secretary and/or secretary ("employees"). Excluded from this Agreement are Central office employees and all other persons employed by the Board.

C. Definitions.

1. Number: Whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated by the context.
2. School/Worksite: Whenever the term "school" or "worksite" is used to include any work location in Regional School Unit No. 18.
3. School Unit: Whenever the term "School Unit" is used it refers to the Regional School Unit No. 18.
4. Board: Whenever the term "Board" is used it refers to the Regional School Unit No. 18 Board of Directors.
5. Association: Whenever the term "Association" is used, it refers to the Regional School Unit No. 18 Education Association – Building Administrative Assistant, Building Secretary and/or Secretary Unit and any of its designated representatives by committee, individual member, or authorized agent, unless otherwise expressly provided or clearly indicated by the context.
6. Superintendent: Whenever the term "Superintendent" is used it shall include the Superintendent of Regional School Unit no. 18, or any other person whom the Superintendent or the Board specifically designates to act for him/her in any particular situation or class of situations.
7. Principal/Supervisor: Whenever the term "Principal" or "Supervisor" is used, it is to include the administration at any work location.

2. MANAGEMENT RIGHTS

The Association recognizes that, except as explicitly limited by a specific written provision of this agreement, the Board retains all functions, powers, duties and authority vested in it by all applicable laws of the State of Maine, the United States or any other governmental entity, as presently constituted or as may be revised in the future.

BARGAINING NOTE:

THE ASSOCIATION AGREES THAT THE TASK OF ARRANGING AND COORDINATING SUBSTITUTES FOR RSU EMPLOYEES WHO ARE (OR WILL BE) ABSENT FROM WORK IS NOT BARGAINING UNIT WORK AND THE BOARD MAY USE WHATEVER MEANS IT DEEMS NECESSARY TO PERFORM SUCH TASKS.

3. GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest level, solutions to disagreements or disputes over the meaning or application of this Agreement. Both parties agree that the grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definitions

1. Grievance – A grievance is any alleged violation of this agreement or any dispute with respect to its meaning or application.
2. Grievant – A grievant is any unit member, group or unit members or the Association making a grievance claim.
3. Days – Days shall mean school days and summer workdays exclusive of Saturdays, Sundays, and legal holidays.

C. Time Limits

1. A grievance shall have been waived unless submitted in writing within -twenty (20) days after the aggrieved party knew or should have known in the exercise of reasonable diligence of the act, events, or conditions upon which the grievance is based.
2. The number of days in any part of this article may be changed by written mutual agreement between the Board and the Association. Not unreasonable denied.

D. Informal Procedure

If a School Unit member feels that he/she may have a grievance, he/she must first discuss the matter with his/her Principal, who may involve the appropriate immediate supervisor, in an attempt to resolve the grievance informally. If the grievance is the result of a decision or action of an administrator other than the Principal, such informal procedure shall be initiated at Level II. The School Unit member shall have the right to have representation from the Association to assist him/her in efforts to resolve the grievance informally.

E. Submission of Grievances

Each formal grievance shall be submitted in writing on a form attached herein. (Appendix 1).

Formal Procedure

1. Level I – Principal/Immediate Supervisor

- a. If a grievant is not satisfied with the outcome of the informal procedure, he/she may present his/her claim as a formal grievance in writing to the Principal at the worksite where the grievant has his/her primary assignment.
- b. The principal/immediate supervisor shall, within five (5) days after the receipt of the written grievance, meet with the grievant to discuss the grievance.
- c. The Principal shall, within ten (10) days after the meeting, render his/her decision and the reasons therefore in writing to the grievant, with a copy to the President of the Association.

2. Level II – Superintendent of Schools

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level 1, he/she may, within ten (10) days after receipt of the decision, appeal his/her written grievance with the Superintendent of Schools.
- b. The Superintendent of Schools shall, within ten (10) days after receipt of the appeal, meet with the grievant for the purpose of resolving the grievance.
- c. The Superintendent of Schools shall, within ten (10) days after the meeting, render his/her decision and the reasons therefore in writing to the grievant, with a copy to the President of the Association.

3. Level III – Board of Directors

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level II, he/she may, within ten (10) days after receipt of the decision, appeal his/her written grievance to the Board.
- b. The Board shall, at its next regularly scheduled meeting after receipt of the appeal, meet with the grievant for the purpose of resolving the grievance.
- c. The Board shall, within ten (10) days after the meeting, render its decision and the reasons therefore in writing to the grievant, with a copy to the President of the Association.

4. Level IV – Binding Arbitration

- a. If the Association is not satisfied with the disposition of the grievance at Level IV, it may, within ten (10) days after receipt of the decision, submit the grievance to arbitration and so notify the Board in writing.
- b. The Superintendent of Schools and the Association, or their designees, 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 an arbitrator within five (5) days, the American Arbitration Association shall be called upon to select an arbitrator in accordance with its Labor Arbitration rules.
- c. The arbitrator selected shall confer promptly with the representatives of the Board and the Association to schedule the arbitration hearing.
- d. The arbitrator shall render his/her decision in writing to the parties within thirty (30) days of the hearing, setting forth his/her findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator's jurisdiction is limited to interpretation and application of the express terms of this Agreement. The arbitrator shall be without power or authority to make a decision that is violative of the law or the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties, subject to judicial review as provided by law.
- e. The costs of the services of the arbitrator shall be shared equally by the Board and the Association.

F. Rights of Unit Members to Representation

1. There shall be no reprisals against any participant in the grievance process.
2. A grievant shall be represented at all levels of the formal grievance process by the Association.

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. Each formal grievance shall be submitted in writing on a form to be provided by the Board. Forms for filing and processing grievances shall be prepared by the Superintendent with the approval of the Association and made available to the Association President so as to facilitate operation of the grievance procedure.
3. All meetings conducted pursuant to this Article shall be conducted in private or in executive session, except as mutually agreed otherwise by the parties.
4. Grievances shall be signed by the grievant. When the Association is included or is the grievant, the Association shall be authorized signer.

4. ASSOCIATION RIGHTS

A. Use of Facilities

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

B. Access to Members

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this does not interfere with the operations of the schools, scheduled meetings or assigned duties of the employees.

C. Communications

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/work site in areas designated for employee use, such as employees' lounges and workrooms. The Association may use the School Unit email, mail service and employee mailboxes on non-working time for communications to members that are relevant and necessary for administering the contract.

D. Leave

The Association may request up to two (2) days of Association leave annually, to be used at the discretion of the Vice President of the Association. No later than four weeks prior to the use of the leave, when possible, the Vice President of the Association shall notify

the principal or immediate supervisor of the day or days to be utilized under this section and the person or persons who will be utilizing such days.

5. EMPLOYEE RIGHTS

- A. All newly hired employees shall serve a probationary period of fifteen (15) months following the date of hire.
- B. No bargaining unit member who has completed the probationary period shall be reprimanded in writing or discharged without just cause. Just cause will usually include reasonable progressive discipline (warning, reprimand, suspension, termination). Circumstances may justify more harsh initial discipline depending upon the offense.
- C. Pay and benefits shall continue during any administrative leave pending disciplinary action.
- D. A grievance regarding the discipline or discharge of a bargaining unit member may be initiated at Level II of the grievance procedure (Article 3) within ten (10) days after receipt of the notification of the discipline or discharge.
- E. Any bargaining unit member who is discharged shall be given prompt written notice, either in person or by certified mail, return receipt requested, to the member's last known address according to Board records, of the discharge and the reasons therefore.
- F. Whenever a bargaining unit member is called before the Superintendent or the Board concerning any matter which could have an adverse effect on the member's continuation in position or employment, the member shall be entitled to prior notice if possible of the reason for the meeting and to have an Association representative present for advice and representation during such meeting.
- G. Complaints regarding an employee's performance made to any member of the administration and/or Board by any parent, student, or other person shall be promptly called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented at any meetings or conferences regarding such complaint.
- H. The bargaining unit member shall be given notice of the identity of witnesses who provide information supporting disciplinary action before any disciplinary consequences are imposed, but not before any investigation is complete.
- I. Investigators will keep complaints regarding bargaining unit members confidential during an investigation.

6. ADMINISTRATION OF MEDICATIONS

- A. No employee will be required to administer medication to student without training.
- B. The Board shall hold each employee who administers medication or performs medical procedures harmless against any claims which may arise out of any negligent act or omission occurring within the course or scope of employment to the extent of the Board's liability insurance policy or amounts established by the Maine Tort claims Act, whichever is greater.

7. JOB DESCRIPTIONS

- A. Each employee shall be provided with a written job description upon request, which describes his/her job responsibilities.
- B. When significant changes in a unit member's assigned responsibilities occur, the Superintendent (or designee) will, with input from the affected employee, revise the applicable job description accordingly.

8. WORK WEEK, WORK YEAR, WORK SCHEDULE

A. Work Year/Work Hours/Work Week

Subject to such changes as the Board in its discretion may make to the number and length of student days, all full-time employees will normally work eight hours per day and forty hours per week and the employee work year will normally be as follows:

- School Year: the total work year equals the number of student days. Total paid days equals the work year plus holidays;
- Extended School Year: the total work year equals the number of teacher contract days plus twenty additional work days. Total paid days equals the work year plus holidays and vacation; and
- Year Round: the total work year equals 260 days, including holidays and vacation.

All employee benefits (including but not limited to paid leave, holidays, course reimbursement and insurance) will be provided according to the table below:

Hours per Week	Percentage
≤ 20 hours	0%
> 20 hours	70%
≥ 30 hours	100%

B. Lunch Breaks

Employees who work six or more consecutive hours per day will have a paid lunch break not to exceed thirty minutes. Paid lunch breaks are not guaranteed to be duty free.

BARGAINING NOTE: THE ASSOCIATION AGREES TO CONSIDER AN UNPAID LUNCH BREAK IF THAT BECOMES THE DISTRICT-WIDE PRACTICE FOR HOURLY EMPLOYEES.

C. Overtime

Overtime must be approved in advance, when possible, by an authorized supervisor and will then be paid at one and one-half the full-time employee's regular wage rate only if the employee actually works more than forty hours in the applicable work week (e.g., paid leave does not count as hours worked for purposes of overtime).

D. Late Start/Early Dismissal

Employees who arrive late or are sent home early due to closure of school due to weather, fire or other unexpected conditions will have the opportunity to use available paid leave in hourly increments for the time they would have otherwise been paid to work. Alternatively, employees may adjust their schedule within the following pay period so that they do not incur overtime and only after obtaining approval from the building administrator.

9. CONTINUING EDUCATION

A. Technical Training

Employees approved or required by the Superintendent to attend technical or job training shall be compensated at their normal rate for the time required for such training. For required training, they will receive mileage reimbursements at the then current rate set by the Board.

B. Tuition Reimbursement

1. Each employee shall be reimbursed tuition costs up to but not exceeding an amount equal to the University of Maine at Orono undergraduate tuition rate. Employees may take courses from any institution of higher education, including technical schools, or from any agency approved by the Department of Education. Employees may be reimbursed for up to six (6) undergraduate credit hours per contract year. All Courses must be related to the employee's job, or any approved program of study in the field of education or business, and approved in advance by the Superintendent or designee. Employees will be reimbursed for credit hours,

fees and required-textbooks for each course as long as it does not exceed their annual tuition reimbursement allowance. Employees must submit their final grade received prior to receiving approval for another course.

2. Upon request, the School Unit will pay tuition directly to the institution. If the employee does not pass the course with a B or better and provide satisfactory proof therefor, the advance tuition payment shall be deducted from the employee's pay in six equal deductions.
3. For the employees requesting reimbursement after course completion, such reimbursement shall be made to the employee within thirty (30) days subsequent to presentation to the Superintendent of proof of successful completion with a B or better.

10. PERSONNEL FILE

Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any personnel file, which is not available for the employee's inspection. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee shall have the right to submit a written response to such materials and his/her answers shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

11. REDUCTION IN FORCE

A. Layoff

1. The Board has the right to eliminate bargaining unit positions when it deems such action is necessary based upon financial or program reasons.
2. The Superintendent shall notify the Association at least ten (10) Central Office business days prior to a Board meeting at which a reduction in force is to be decided. The Board shall afford the Association the opportunity to meet and consult regarding any reduction in force.
3. An employee whose job may be terminated shall be given at least thirty (30) calendar days' written notice of termination due to a reduction in force. A copy of the notice shall be sent to the Association president.
4. An employee who receives notice of layoff shall be granted an additional two days of paid leave to apply and interview for other positions.

B. Seniority

Seniority shall be based upon continuous years of service within the School Unit and shall run from the date of hire (and including current and continuous years of service for SAD47/China Schools if employed as of July 1, 2009). Seniority shall accrue for part-time employees in the same manner as full-time employees. Employees with work years less than twelve (12) months shall not be considered to have suffered a break in service during the months that are not included in the employees' work year. Probationary employees shall have no seniority during the probationary period, but upon completion of the probationary period, shall have seniority retroactive to the date of hire.

C. Seniority List

Within sixty (60) days of the execution of this Agreement, the Board and the Association shall establish a seniority list by impact areas with the name and date of hire of each employee, and with the employee with the greatest seniority listed first. The seniority list shall be updated annually, provided to the Association and posted by October 30. If no objections to the seniority list are made in writing by November 30, the list shall be binding on the parties for the balance of the contract year.

D. Impact Areas

For the purposes of this Article the following impact areas shall be used:

- Administrative Assistant – School-Year
- Administrative Assistant – Year-Round

Criteria to be used for a Reduction in Force

1. Length of service: defined as current and continuous years of service for the School Unit (and including current and continuous years of service for SAD47/China Schools if employed as of July 1, 2009).
2. Job performance from performance evaluations.
3. Academic preparation: defined as course work, degree level, specialized training and experience in other locations.

In the event of a reduction in force, the employee whose position is to be eliminated will be in priority order based upon length of service to RSU 18, job performance, and academic preparation as determined by the Superintendent in his/her sole discretion.

E. Recall

1. Employees who are laid off shall have the right to be recalled in reverse order of layoff to vacancies within the employees' impact area. The Superintendent shall provide written notice of recall to the employees' last known mailing address.

2. Recall rights shall terminate twelve (12) months after the date of termination, or ten (10) days after notice of recall is sent to the employee's last known address.
3. All negotiated benefits to which an employee was entitled at the time of the reduction in force shall be restored upon return to active employment.
4. The School Unit recognizes its obligations to allow employees to continue health insurance coverage at their own expense under applicable federal law.

12. VACANCIES

The Superintendent of Schools by means of a notice in each school will publicize vacancies. A description of the position, listing of requirements and the method of applying shall be set forth. Additionally, all job postings will be posted on the web site (www.rsu18.org) or the currently used web site for job postings (www.ServingSchools.com). Bargaining unit members shall be granted an interview for any bargaining unit vacancy for which they make timely application and for which they are qualified.

BARGAINING NOTE: the parties agree that this provision requires an interview and does not pertain to the hiring decision.

13. LEAVES

A. Sick Leave

1. Year-round employees shall receive fifteen (15) sick leave days each year. Unused sick leave shall accumulate to a maximum of 120 days.
2. School year employees shall receive twelve (12) sick leave days each year. Unused sick leave shall accumulate to a maximum of 120 days.
3. Extended year employees shall receive thirteen (13) sick leave days each year. Unused sick leave shall accumulate to a maximum of 120 days.
4. Employees who have reached their maximum accumulation of sick days will receive a stipend of \$200 if they use less than four (4) sick days in a given year.
5. The absence shall not qualify for sick leave if compensation is actually received pursuant to Worker's Compensation, except that an employee may request to receive from his/her accumulated sick leave the difference between the amount of his/her regular pay and the amount received as Worker's Compensation. The difference will be charged on a pro-rate basis to the employee's accumulated sick leave and will cease when the employees' sick leave is exhausted.

6. A minimum of two hours will be charged for each use of sick leave, except that the use will be charged in hourly increments after the first two hours.

BARGAINING NOTE: if and when all of the RSU's other hourly employees use sick leave on an hourly basis (without the two-hour minimum), the employees in this bargaining unit will do so as well.

7. Employees will be expected to schedule medical and dental appointments for non-duty times whenever possible except for emergencies.
8. The Superintendent may require a physician's note certifying the need for sick leave, whenever an employee's use of sick leave exceeds five (5) consecutive working days, is used on their last scheduled work day before, or their first scheduled work day after a vacation or holiday, or when there is other questionable use or pattern of use of sick leave.
9. An employee shall not receive sick leave days at the beginning of the contract year while on workers' compensation, unpaid leave of absence, or recall and will receive a pro-rated annual amount upon return to work, except that an employee returning from workers' compensation leave will receive his/her full annual amount of sick leave.
10. Up to twelve (12) family care leave days' of an employee's own sick leave may be used annually in the event of illness in the employee's immediate family, defined as spouse, children, siblings, parents, grandparents and respective in-laws, or any relatives living in the employee's household. A doctor's statement confirming the same will be required, if more than five (5) consecutive days.
11. All leave that qualifies for FMLA shall also be counted toward the employee's FMLA entitlement. Any employee taking FMLA-leave shall concurrently use any applicable paid leave available under existing policies or agreements, provided the employee meets all requirements for such paid leave.
12. Employees who resign in good standing after at least ten (10) years of service with the School Unit shall be paid a per diem for any unused sick days over 60 days. The maximum number of days to be paid shall not exceed thirty (30) days. Payment shall be made in the first pay period after the resignation becomes effective.
13. Employees will be able to participate in the Regional School Unit No. 18 sick bank as described in the Regional School Unit No. 18 Teachers' Contract (Article 16G, as amended).

B. Wellness Leave

1. Employees will be granted three days for wellness leave per year. These days may only be taken by giving sufficient notification and approval by the building administrator on the leave form. This leave will be subject to availability of substitutes.

2. In the event of the cancellation of school due to inclement weather, wellness leave may be taken without prior approval.
3. Wellness days may not be used during the following time periods with the exception of certain situations, which may be approved by the building administrator:
 - a. The two (2) weeks before and after the first day of school
 - b. The two (2) weeks before and after the last day of school
4. If zero (0) wellness days are used during the school year including any carryforward days, a \$200 stipend will be paid to the employee and the employee can carry one wellness day forward into the next school year accumulative to a maximum of three (3) days. Payment for the non-use of wellness days will be in the last pay period in July.

C. Bereavement Leave

1. A temporary leave of absence shall be given to a support staff member for death in the immediate family, up to a maximum of five (5) days in each instance, with full pay upon approval of the Superintendent of Schools. For the purpose of this section, the immediate family shall include parents, spouse, child, sibling, grandchild, domestic partner, or stepchild.
2. A temporary leave of absence shall be given to a support staff member for death in the extended family, up to a maximum of three (3) days in each instance, with full pay upon approval of the Superintendent of Schools. For the purpose of this section, the extended family shall include grandparent, aunt, uncle, niece, nephew, cousin, in-law, or step-relationship. When a unique relationship existed between an employee and a member of his/her extended family, the Superintendent may grant up to five days paid leave.
3. One (1) day for any funeral other than immediate or extended family. The Superintendent of Schools may make exceptions.

D. Legal Proceedings Leave

1. Time necessary for appearance in any legal proceeding when the School Unit requires the employee to appear shall be provided without loss of pay.
2. Time necessary for jury duty shall be provided. The employee shall be paid the full rate of pay, less the amount paid for jury duty. Employees shall suffer no interruption of pay because of jury duty.

E. Other Unpaid Leaves

Other extended leave of absence may be granted by the Superintendent of Schools when requested at least twenty (20) days in advance. In the event of an emergency, the twenty

days prior written notification may be waived. Employees on unpaid leave will not be entitled to accrue sick leave, and sick days may only be used with a physician's note.

F. Office Closings

In the event the RSU excuses employees from work with pay without charging the time to their paid leave balance, then any unit employees who are absent during that time on an approved absence will also not be charged for the same amount of time.

14. VACATIONS

1. All year-round employees working 20 or more hours per week will receive paid vacation as follows:
 - a. Ten days during the first five years of service,
 - b. Fifteen days after five completed years of service, and
 - c. Twenty days after ten (10) completed years of service.
2. All extended-year employees working 20 or more hours per week will receive paid vacation as follows (to be used only on vacation days during the school year unless approved by the Superintendent):
 - a. Nine days during the first five years of service,
 - b. Thirteen days after five completed years of service, and
 - c. Eighteen days after ten (10) completed years of service.
3. Vacation requests must be submitted in advance on a School Unit leave form and approved by the immediate supervisor then forwarded to the Superintendent's Office.
4. Vacation time must be used during the fiscal year in which it is allocated. However, up to half an employee's annual Vacation time may be carried over into the subsequent year only after prior written approval from the Superintendent and any days carried over must be used before August 15th.
5. Daily vacation pay shall equal normal hours worked per day at their regular hourly rate.

BARGAINING NOTE: EXTENDED YEAR VACATION DAYS ARE PRO-RATED AT 231/260.

15. HOLIDAYS

Employees shall be eligible for the following paid holidays when they are scheduled to work, or on approved paid leave, on the day before the holiday and the day following the holiday. Holiday pay shall equal normal hours worked per day x hourly rate.

New Year's Day
Martin Luther King, Jr. Day

Presidents' Day
Patriots' Day
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

16. EVALUATION

- A. Employees shall be evaluated at least every third year or more frequently as deemed necessary by the Superintendent or supervisor.
- B. The Superintendent or designee shall establish criteria and procedures for all employees. These criteria and procedures shall be distributed to all employees within 12 months after the execution date of this contract.
- C. An employee shall be given a copy of any written evaluation report prepared by the evaluator within ten (10) working days after it is completed, 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 being provided first to the employee. 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.

17. TRAVEL AND USE OF PERSONAL VEHICLE

Employees who are required to use their personal vehicles for assigned business shall be reimbursed for such use at the School Unit rate per mile.

18. WAGES AND INSURANCE

A. Wages

- 1. Employees will be paid wages as specified in Appendix A, Wage Schedule.
- 2. Placement for new employees on the wage scale will be based upon Appendix A, Wage Schedule, starting at step 1 for the respective position. The Superintendent may consider up to five (5) years of experience of the employee's prior external experience for placement on the salary scale.

3. An employee's continuous years of service to Regional School Unit No. 18 will be recognized for RSU 18 positions for which they are qualified.
4. Employees hired prior to January 1 in a school year shall have that year count as a complete year of service for purposes of placement on the salary scale and for seniority purposes.
5. Employees will be paid for stipend positions based on the hours actually worked at the hourly rate for the position as established by the Board, or, as applicable, in the amounts listed in the teachers' collective bargaining agreement. If an employee's total work hours exceed forty in a workweek that the employee performs stipend work, the employee's regular rate for the purposes of calculating overtime that week will be the hourly rate of the stipend. All stipend work must be performed, recorded, and reported separately from the employee's regular work hours. Stipend work is to be done outside of the employee normal work day hours and if done during the normal work day, Employees will adjust their normal work day hours accordingly.

B. Health Insurance

The Board agrees to provide and pay for employee health insurance premiums as per Article 7 (Work Week, Work Year, Work Schedule) in the following amounts:

- 100% of the cost of single coverage premium

However, the Board will continue to pay up to 95% of the cost of adult with child coverage premiums only, for those employees who were already enrolled in dependent coverage (adult with child, two person or family) as of July 1, 2018.

The Board's contribution amounts will be based on the cost of Choice Plus, or the plan selected by the employee, whichever is less.

C. Dental Insurance

The Board will pay up to \$1,200 annually for dental insurance coverage selected by the employee during the open enrollment period (May).

D. Medical and Child Care Reimbursement Plan

Employees shall be entitled to set aside pre-tax dollars in medical and childcare reimbursement accounts to cover anticipated expenses, in accordance with Internal Revenue Code Section 125. The School Unit will pay any fees for this program.

19. SEVERABILITY

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

20. TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2017 and shall continue in effect until June 30, 2020, subject to the Association's right to negotiate over a successor Agreement.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

The parties agree that during the term of this signed Agreement it shall be accepted as written notice for collective bargaining in lieu of the legally required 120-day notices.

During this agreement, neither party shall be required to negotiate on any item whether contained herein or not, except:

1. By mutual agreement;
2. For the terms of a successor agreement; or
3. Concerning the impact on wages, hours and working conditions resulting from or related to:
 - a. School closings;
 - b. School consolidation;
 - c. School reorganization; or
 - d. Changes in job responsibilities;affecting unit employees pursuant to retained authority under Article 2 (Management Rights).

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 9th day of May 2019.

REGIONAL SCHOOL UNIT NO. 18

BY James Segro

REGIONAL SCHOOL UNIT NO. 18
EDUCATION ASSOCIATION

BY Nancy Mitchell

APPENDIX A

WAGES SCHEDULES

Step	2017-18		2018-19		2019-20	
	Year Round	School Year/PT	Year Round	School Year/PT	Year Round	School Year/PT
0	\$15.33	\$14.29	\$15.64	\$14.58	\$15.95	\$14.87
1	\$15.65	\$14.59	\$15.96	\$14.88	\$16.28	\$15.18
2	\$15.98	\$14.90	\$16.30	\$15.19	\$16.63	\$15.50
3	\$16.32	\$15.21	\$16.64	\$15.51	\$16.98	\$15.82
4	\$16.66	\$15.53	\$16.99	\$15.84	\$17.33	\$16.16
5	\$17.01	\$15.85	\$17.35	\$16.17	\$17.70	\$16.50
6	\$17.37	\$16.19	\$17.71	\$16.51	\$18.07	\$16.84
7	\$17.73	\$16.53	\$18.09	\$16.86	\$18.45	\$17.20
8	\$18.10	\$16.87	\$18.46	\$17.21	\$18.83	\$17.56
9	\$18.48	\$17.23	\$18.85	\$17.57	\$19.23	\$17.93
10	\$18.87	\$17.59	\$19.25	\$17.94	\$19.63	\$18.30

APPENDIX 1

**Regional School Unit No. 18
GRIEVANCE FORM**

Date of Filing: _____ Stage: _____
_____ Level One, School Principal
_____ Level Two, Superintendent of Schools
_____ Level Three, School Board
_____ Level Four, Impartial Arbitration

Grievant: _____

Position: _____ Building: _____

Contract Provision Allegedly Violated: _____

Date, Time and Place of Occurrence: _____

Statement of grievance (including events and conditions of the grievance and persons responsible):

Redress sought: _____

Response: _____

Date: _____

Signed: _____

Position: _____

Initial Applicable Statements:

_____ I hereby accept the above determination.

_____ I hereby decline the above determination.

_____ I intend to process the grievance to the next level.

Signature of Grievant:

SIGNED: _____ DATE: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is made this 9th day of May, 2019 (the "Effective Date"), by and between the Regional School Unit No. 18 Board of Directors (the "Board") and the Regional School Unit No. 18 Education Association – Building Administrative Assistant, Building Secretary and Secretary Unit (the "Association").

WHEREAS, on May 8th the Association and the Board reached a tentative agreement on their initial collective bargaining agreement (the "CBA");

NOW, THEREFORE, for mutual consideration, the parties agree as follows:

1. By September 1, 2019, each employee shall be provided with a current written job description describing his/her job responsibilities.
2. The Association and the Superintendent shall develop a procedure to review and when appropriate revise and/or create job descriptions for all job classifications within the bargaining unit. It is expected that the administration and designated Association representatives from each classification will participate.
3. Upon completion, recommendations shall be made to the Board for its consideration and adoption of the job descriptions. Prior to any changes thereafter, the Board/designee shall consult with the Association and meet upon request.
4. This Agreement will be in effect from the date it is signed until June 30, 2020.

Dated:

REGIONAL SCHOOL UNIT NO. 18

BY 

REGIONAL SCHOOL UNIT NO. 18
EDUCATION ASSOCIATION

BY 

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the “Agreement”) is made this 9th day of May, 2019 (the “Effective Date”), by and between the Regional School Unit No. 18 Board of Directors (the “Board”) and the Regional School Unit No. 18 Education Association – Building Administrative Assistant, Building Secretary and Secretary Unit (the “Association”).

WHEREAS, on May 8, 2019 the Association and the Board reached a tentative agreement on their initial collective bargaining agreement (the “CBA”);

WHEREAS, the CBA establishes the agreed-upon wages for the duration of the CBA, except for the hourly wage differential that some employees have been receiving based on the annual student enrollment in their school building (the “differential”);

NOW, THEREFORE, for mutual consideration, the parties agree as follows:

1. The differential is calculated as follows:
 - a. If, as of the school enrollment count on April 1, their school’s enrollment is 250-400 students, the differential will be \$.25 per hour for the next year; or
 - b. If, as of April 1, their enrollment is greater than 400 students, the differential will be \$.50 per hour for the next year.
2. Employees who are eligible for the differential will be as follows:
 - a. Any assistant/secretary who is currently receiving the differential as of the date of this Agreement will maintain their eligibility to receive either amount through the term of the CBA; and
 - b. Lead secretaries will be eligible for the differential through the term of the CBA.
 - c. No other member of the unit will receive the differential and it is understood that an employee may stop receiving a differential due to enrollment changes as of April 1.
3. The differential will only continue after June 30, 2020 if the parties agree to do so.
4. This Agreement will be in effect from the date it is signed until June 30, 2020.

Dated:

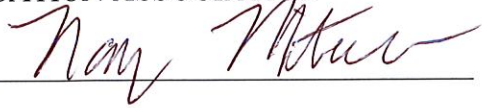
REGIONAL SCHOOL UNIT NO. 18

BY

A handwritten signature in blue ink, appearing to be "M. M. M.", written over a horizontal line.

REGIONAL SCHOOL UNIT NO. 18
EDUCATION ASSOCIATION

BY

A handwritten signature in brown ink, appearing to be "Nancy M. M.", written over a horizontal line.