

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GORHAM SCHOOL COMMITTEE

AND

GORHAM EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
(Facility Management, Transportation, School Nutrition Personnel)

JULY 1, 2015 – JUNE 30, 2018

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

**ARTICLE I
PREAMBLE**

Pursuant to the provision of the Municipal Public Employees Labor Relations Law (Chapter 9-A, Title 26, MRSA) the parties have entered into this Agreement in order to establish their mutual rights.

**ARTICLE II
RECOGNITION**

The Committee voluntarily recognizes the Association as the sole and exclusive representative for the purpose of bargaining with respect to wages, hours and other conditions of employment for Custodians, Maintenance, Facilities Management Maintenance Foreman, CDL Drivers, Bus Monitors, Non-CDL Drivers, Crossing Guards, Kitchen Managers, Head Cook, Cooks, and Cafeteria Assistants, excluding persons employed less than six months and persons who are temporary, seasonal, part-time (less than 25 hours weekly), on-call employees and Directors of the respective departments. If any reference is made to such excluded employees in this Agreement, it represents only an expression of the Committee's proposed policies with respect to them and not be treated as binding on the Committee.

**ARTICLE III
ASSOCIATION RIGHTS**

- A. The Association shall have the use of buildings for meetings and the use of employee mailboxes for distribution of Association materials.
- B. The Committee shall permit the reasonable use of bulletin boards by the Association for the posting of notices of noncontroversial nature relating to Association business.
- C. The Committee shall release an Association representative from work without loss of pay and benefits to conduct Association business with the Committee and/or its representatives provided these meetings are mutually scheduled by the Committee and/or its representatives and the Association. This does not obligate the Committee and/or its representatives to schedule such meetings during work hours.
- D. The Committee will release all members of the Association's negotiating team without loss of pay and benefits to attend negotiating meetings with the Committee which are mutually scheduled to occur during the employee's work day. This does not obligate the Committee and/or its representatives to schedule such meetings during work hours.

**ARTICLE IV
ASSOCIATION DUES AND OTHER DEDUCTIONS**

- A. The Committee shall deduct Association dues from the pay of the Association employees during the school year upon receipt of signed authorization from members of the

Association on forms satisfactory to the Committee. However, if any employee has no check coming to him/her, or the check is not large enough to cover the dues, no collection will be made from said member for that period.

- B. The Committee agrees to notify the Association verbally within one (1) week and in writing within a reasonable period of time of the name, address, job classification, and date of employment or termination thereof of all employees covered by this Agreement.
- C. Upon appropriate written authorization from the employee, the Committee shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), savings bonds, charitable donations, insurance, or any other plans or programs approved by both the Association and Committee.
- D. Deductions shall carry over from year to year unless stopped by written request of the employee.
- E. The Association agrees fully to indemnify and hold the Committee harmless from any claim or suit of any nature arising out of, or in connection with, any deduction pursuant to this provision.

ARTICLE V DISCIPLINE AND DISCHARGE

- A. Generally, discipline shall be progressive in nature, however, the concept of progressive discipline may be departed from depending on the severity of the infraction. Additionally, in applying discipline, the following will be considered:
 - 1. Where the employee might reasonably not understand that his/her conduct could have disciplinary consequences, the Committee or its representative give the employee warning of the possible or probable disciplinary consequences of the employee's conduct before further discipline if imposed. In those situations where there is a reasonable concern that an employee might be demoted, discharged or suspended, the employee, when required to meet with his/her supervisor, shall be notified of the right to have an Association Representative present.
 - 2. Where the violation of a rule or order of a supervisor is involved, the Committee or its representative must make an effort to discover whether the employee did in fact violate or disobey a rule or order of the supervisor.
 - 3. The Committee's investigation of alleged conduct must be conducted fairly and objectively.
 - 4. The disciplinary action must be consistent with (a) the infraction for which the disciplinary action is being applied and (b) the employee's conduct record.
 - 5. Any member of the bargaining unit discharged, demoted or suspended shall be given written notice and the reasons thereof after disciplinary action has been taken with a copy to the Association.
 - 6. Any employee discharged shall be paid in full for any outstanding wages and/or accumulated vacation in accordance with 26 MRSA, Subsection 626, as well as any

accumulated compensatory time.

7. Any grievance that involves the discipline, including discharge, of any employee shall be submitted to the administrator who imposed the discipline.
 8. Suspension of an employee pending the completion of the investigation and determination by the Superintendent shall be with pay.
 9. Whenever an employee is called before the Superintendent concerning any disciplinary matter which could have an adverse effect on the employee's continued employment, the employee and the Association shall receive prior written notice of the reasons, general in nature, for such meeting except in cases of mitigating circumstances. For the purpose of this provision, meetings for the discussion of an employee's evaluation are exempt from these requirements.
- B. After serving a probationary period of six working months, no employee may receive a written reprimand, be suspended or be discharged without just cause. In the case of a written reprimand, the grievance procedure stops at the Board level (no arbitration). Reasons for a written reprimand, suspension, or discharge may include but are not limited to the following:
1. Willful, deliberate, or repeated violation of school department safety rules.
 2. Leaving school department premises for personal reasons during working hours without permission of a supervisor.
 3. Deliberately abusing, destroying, damaging or defacing school department property, tools, equipment or the property of others on school department premises.
 4. Deliberately delaying or restricting assigned work, or inciting others to delay or restrict assigned work.
 5. Bringing liquor, narcotics or other illegal substances onto school premises, or consuming liquor, narcotics or other illegal substances on school premises, or reporting for duty under the influence of liquor, narcotics or other illegal substances.
 6. Carrying firearms or ammunition on school premises.
 7. Theft of any kind involving school department owned supplies or equipment.
 8. Willful failure to report involvement in an incident while on school department business.
 9. Repeated infractions of the smoking policy.

The above list is not all inclusive and employees may also be discharged for other valid causes.

ARTICLE VI GRIEVANCE PROCEDURES

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

A. Definitions

1. A “grievance” shall be defined as any controversy, complaint, misunderstanding or dispute arising between the parties as to the meaning or application of the specific terms of this Agreement.
2. A “grievant” is the employee, group of employees or Association making the complaint.
3. “Days” shall mean all days exclusive of Saturdays, Sundays, holidays, storm days and school vacations.

B. Informal Procedure

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

C. Formal Procedure

Step 1: Supervisor

- a. In the event satisfactory resolution is not achieved through informal discussion, the grievant, within twenty (20) working days following the act or omission giving rise to the grievance or the date on which the grievant reasonably should have known of such an act or omission if that date is later, shall present the grievance in writing to the supervisor or his/her designee whose decision or action is being contested.
- b. The immediate supervisor shall meet with the grievant and a representative of the Association at a mutually agreed upon time within ten (10) days of the receipt of the written grievance, for the purpose of resolving it. The immediate supervisor shall within ten (10) days after such meeting, render his/her decision and the reasons therefor in writing to the grievant and the Association.

Step 2: Superintendent

- a. In the event satisfactory resolution is not achieved in Step 1, the grievant, within ten (10) days of receipt of an answer or of the date the answer is due if no answer is provided, shall forward the grievance and written statement(s) why the resolution is not satisfactory and any other documentation, to the Superintendent or his/her designee. A grievance affecting employees of more than one supervisor may be initiated at Step 2.
- b. The Superintendent or his/her designee shall meet with the grievant and a representative of the Association at a mutually agreed upon time within ten (10)

days of the receipt of the written grievance, for the purpose of resolving it. The Superintendent or his/her designee shall with ten (10) days after such meeting, render his/her decision and the reasons therefore in writing to the grievant and the Association.

Step 3: School Committee

- a. In the event satisfactory resolution has not been achieved in Step 2, the Association may file the grievance with the Committee within ten (10) days of receipt of the Step 2 answer.
- b. The Committee shall meet with the grievant and a representative of the Association at a mutually agreed upon time within ten (10) days of receipt of the grievance. The Committee shall within ten (10) days after such meeting, render its decision and the reasons therefor in writing to the grievant and the Association.

Step 4: Arbitration

- a. If the grievance is not resolved by the Committee's decision, the employee may with the approval of the Association, within ten (10) working days thereafter request the matter be submitted to arbitration and so notify the Committee in writing. Within five (5) working days the Chairperson of the Committee and the President of the Association or their designees shall meet and 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) working days, then the grievance may be referred within five (5) working days by the Association to the American Arbitration Association (AAA) for resolution by a single arbitrator in accordance with the procedures, rules, and regulations of the AAA.
- b. The arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association and shall, if reasonably possible, within thirty (30) calendar days after the hearing, render his or her decision in writing to all parties of interest, setting forth his or her finding of fact, reasoning and conclusions on the issues submitted.
- c. The arbitrator shall have no authority to add to, subtract from, or modify the provisions of this Agreement nor to make any decision which is contrary to the law. The decision of the arbitrator shall be submitted to the Committee and the Association and shall be final and binding to the parties unless appealed to a competent court of law.
- d. The expense of the arbitration shall be shared equally by the Committee and the Association.

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

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

Association designated representative.

3. When an employee is not represented by the Association at Steps 1 and 2, the Association shall have the right and a reasonable opportunity to be present and to state its views at any meeting between the grievant and the supervisor or Superintendent after the submission of the written signed grievance form.
4. Except for the decision resulting from arbitration or settlement, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant.
5. The requirement to conduct a meeting may be waived with respect to any grievance by mutual agreement, confirmed in writing, of the Committee representative and Association representative involved. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated representatives.
6. The Committee shall promptly forward to the Association a copy of any submitted written grievance and any written material accompanying the grievance. This requirement is waived in the case of grievances filed by the Association, or employees who are represented by the Association or its representatives.
7. No complaint informally resolved at Steps 1 and 2 shall constitute a precedent for any purpose unless agreed to in writing by the Committee (or designee) and the Association.
8. The time limits in the Article may be extended by mutual agreement of the grievant and the appropriate administrator at any step of the grievance procedure. Any mutual agreement shall be confirmed in writing as soon as possible.
9. A form for the filing of grievances is attached to the Agreement as Appendix B.

ARTICLE VII HEALTH AND SAFETY

The Committee shall comply with applicable provisions of federal, state and local laws with respect to employment safety and health insofar as they pertain to working conditions of employees.

ARTICLE VIII HOURS OF WORK

A. Facility Management

1. The regular work day shall consist of eight (8) consecutive hours. The regular work week shall consist of forty (40) hours per week with the daily work schedule posted on bulletin boards at each school.
2. A facility management worker's day will consist of eight (8) hours including a paid lunch break of one-half (½) hour.

Lunch or meal periods shall be scheduled as close to the middle of the work period as feasible, with the understanding that meal periods may be staggered to ensure appropriate coverage. One paid break of fifteen (15) minutes duration shall be granted, but no such break need be granted during periods of emergency operation.

3. On storm days, custodians that choose not to report to work because schools are closed will have the day off without pay with the supervisor's permission; permission not to be unreasonably denied.
4. A facility management worker will have the option of taking a service vehicle home when they are on call or during an impending storm.

B. Transportation

1. The work hours and duties of transportation employees shall be determined by the Committee with the understanding that if the bus drivers are not driving buses they may be assigned other duties. Full-time transportation employees' hours shall be assigned between 6:00 AM and 6:00 PM with the understanding that such hours may not be consecutive.
2. Daily Extras and Rotation Trips
 - a. There will be three separate lists for extra trips:
 1. Daily Extra Runs List: Any field trips or daily runs that might need to be filled during the normal work day, between 9:00 am and 1:30 pm. Also used for any out of district students that need to be transported on Gorham non-student days. Pay is for actual time. If a driver is unavailable due to other work commitments, they will be offered the next trip that they are available for.
 2. Rotation Trip List: An extra run that takes place outside the normal work hours; before 6:00 am and after 4:00 pm on weekday, weekends or non-student days. Drivers who are unavailable due to other work commitments are passed and given the next trip that they are available for. Whenever possible, a twenty-four (24) hour notice will be given. Any driver offered a trip with less than twenty-four hours (24) notice who is unable to accept the trip, will not forfeit his/her position on the list.
 3. Pick Up/Drop Off List: A trip that takes place outside the normal work hours that a bus is needed for one direction only. Drivers who are unavailable due to other work commitments, are passed as if they had refused the trip.
 - b. The 3 lists will rotate continuously throughout the calendar year, to include weekends, holidays and vacations.
 - c. If an assigned trip is cancelled, then the driver assigned for that trip will be given the next unassigned trip.
 - d. All trips shall be divided as equally as possible utilizing the appropriate list. The lists will be arranged by seniority as defined in Article XI-A. If all full-time drivers are unable to accept a trip, then a spare driver may be used. Trips

will be paid at the bus driver's hourly wage.

3. During school vacations, only those drivers who signed up for work for the Gorham School Transportation Department will be given trips. Drivers who do not sign up for work during school vacation will be passed on the rotation list as if they had refused the trip.
4. One paid break of fifteen (15) minutes duration shall be granted, but no such break need be granted during emergency periods.
5. Transportation employees may be assigned to such other duties as the Superintendent shall determine during school vacations when not on vacation themselves.
6. Full-time transportation employees will be given first consideration for summer work provided they are capable of doing the work assigned. Said summer work will be offered in order of seniority.
7. If either a regular bus run or an extra run involving extra hours on a permanent basis becomes available, each individual run will be posted separately, to include but not limited to, kindergarten runs, vocational runs, late runs, mail run and kitchen run. These runs will be awarded to drivers according to seniority. If the driver currently holds a 40 hour position, this run would replace part of their existing position with the understanding that their scheduled work week does not exceed 40 hours. Lateral moves will be allowed once the driver has maintained that position for 5 months. Temporary positions will be posted for drivers with less than 40 hours. Temporary is not intended to give drivers more than 40 scheduled hours but can be waived at the discretion of the supervisor.

Definitions

- a. Temporary – a position that is either open or temporarily vacated for 3 weeks or more.
- b. Lateral moves – same runs, same hours, different areas (to include kindergarten, regular and late runs).

C. School Nutrition

1. The work hours and duties shall be posted in the kitchen area of each school.
2. One paid break of fifteen (15) minutes shall be granted, but no such break need be granted during emergency periods.
3. School nutrition employees who work functions outside of their regularly scheduled work hours shall receive time and one-half pay.

D. General

1. School year employees will be given the opportunity to work their regular work day on teacher inservice days and early release days.

2 Three separate lists will be established for those school year employees who wish to be given the opportunity to work on storm days. Employees can sign up on one list only. Employees must sign up for this benefit in advance and be willing to go through an orientation for possible assignments. Employees must be capable of performing duties in the areas they sign up for. The orientation shall be held on the first teacher inservice day or as soon as practical. Assignments will be at the discretion of the Supervisors with seniority and ability being primary factors in said decision.

- a. Those employees choosing to work for the Transportation Department or the School Nutrition Department must understand that the hours available in those departments will likely be less than their normal work day. Those employees must also understand that, depending on the particular circumstances, it is possible there will be no work available.

The Transportation Director and the School Nutrition Director will determine if there is work available in their department and how many employees will be needed. They will contact those employees by rotation, beginning with the most senior employee, and let them know approximately how many hours are available and what time to report to work. Those employees called in to work will receive a minimum of three hours.

- a. Employees signing up for storm work with the Facilities Maintenance Department will be guaranteed to work the number of hours in their normal work day and should report to the Facilities Management Department by 7:00 AM unless instructed otherwise.

3. Facilities Management and school year employees who have signed up for storm work in Facilities Management, and are currently on the storm list according to Section D2 of this Agreement, who are instructed to not report to work or are sent home because of weather or other emergency shall be paid at their respective hourly wage.

4. Work schedules showing employees shifts, work days and hours shall be posted on bulletin boards or included in employee handbooks by October 1.

5. School year employees will be given an opportunity to work in the Facilities Management Department during vacations.

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

7. Seasonal, temporary and on-call employees: The committee will employ seasonal, temporary or on-call workers only after it has made every reasonable attempt to utilize regular employees in the bargaining unit.

8. Change in work schedule: In the event that an employee's regular work schedule is changed, the employee's supervisor shall inform the employee of the change at least five (5) days prior to its effective date, except in an emergency.
9. Where an employee is assigned work by two (2) or more persons, it shall be the responsibility of the employee's appropriate supervisor to resolve conflicts in work assignments which arise.

ARTICLE IX VACANCIES

- A. Whenever a job opening occurs for a position within the bargaining unit, it shall be posted internally for a period of five (5) working days before being advertised externally unless there is a need to fill the vacancy as quickly as possible. In this event, the Superintendent or designee shall make every reasonable attempt to post internally and externally simultaneously. Such posting shall be accomplished by placing a notice on the designated bulletin boards accessible to all members of the bargaining unit or by written notice to each employee. A notice shall be sent to the President of the Association by the Superintendent or designee at the same time it is posted or mailed to each employee.
- B. If employees in the same job classification as the vacancy apply, the applicant with the most seniority shall be selected.
- C. If there are no applicants from within the same classification, then the most senior of the qualified internal applicants shall be selected. For the purpose of this provision, "internal applicant" shall mean any employee in a position within the bargaining unit.
- D. If no internal applicant is selected, it shall be the responsibility of the Superintendent to show that none were qualified.

ARTICLE X JOB RECLASSIFICATION

- A. 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 first full day of such consecutive work.
- B. An employee promoted or reclassified to a higher job classification shall be placed on the same step in the new classification as the employee held in the old classification.
- C. An employee involuntarily demoted to a lower job classification shall be placed on the step in the new classification which comes closest to, without exceeding, the step the employee held in the old classification.
- D. Job Classification Appeals Procedure

The purpose of the appeals procedure is to upgrade job (level) placement due to a significant change in duties and/or responsibilities. Procedure:

1. A written appeal with supporting documentation must be filed with the supervisor.

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

ARTICLE XI LAYOFFS AND REDUCTIONS IN WORKFORCE

If the Committee is contemplating the elimination of employees(s) covered by this contract, the Committee (or its designee) will notify the Association. The Committee (or its designee) will meet and consult with the Association upon request prior to a decision to eliminate any bargaining unit position.

A decision by the Board to reduce the workforce shall not be subject to the grievance procedure.

A. Seniority List

The Committee will establish a seniority list by classification category by October 1 of each year. Seniority shall be calculated based on continuous service in the bargaining unit since the last date of hire. When the employees have the same date of hire, the employees total work experience in the bargaining unit will be used to break the tie. The seniority list shall be posted in each building. If not challenged by the Association by November 1, the list shall stand as valid. A copy of such list shall be sent to the Association at the same time the list is posted.

B. Layoffs and Reductions in Force (RIF)

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

1. Notify the Association that it has determined that reductions in the work force are necessary and in which job classifications the reduction shall occur.
2. The affected employee(s) will be determined based on seniority in their classification as specified in Article II recognition. If more than one employee shares the same seniority, the Superintendent will use employee qualifications to determine the affected employee. Employee qualifications are defined as job-specific skills and experience, as determined by the Superintendent. The employee with the lower qualifications will be notified that he/she is the affected employee.
3. The affected employee may have the right to displace the least senior employee in any other bargaining unit classification in which he/she is qualified as defined in above section B.2. Written notice of intent to exercise this right must be given to the Superintendent with a copy to the Association within five

(5) calendar days after the employee is notified that he/she no longer has a position. Within five (5) days after the employee gives such notification, the Superintendent will notify the least senior employee that he/she is to be displaced.

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

C. Recall

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

D. Continuation of Benefits

Affected employees shall be eligible to continue to participate at their cost in the insurance benefits in accordance with C.O.B.R.A. Employees who desire to maintain Group Life and Health Insurance in accordance with this Article must so notify the Committee in writing by no later than thirty (30) days after the effective date of the layoff.

E. Job Search Leave

An employee who receives notice of layoff may use accrued vacation or personal time to interview for other jobs, subject to supervisor's approval, which may not be unreasonably denied.

**ARTICLE XII
MANAGEMENT RIGHTS AND DEPARTMENTAL RULES**

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

**ARTICLE XIII
NO DISCRIMINATION BY PARTIES**

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

**ARTICLE XIV
NOTICE**

School year employees shall be provided written notice of their anticipated assignment, work year, work schedule and hourly wage for the coming school year. The intent of this notice is to provide reasonable assurance of employment and is not to provide a guarantee of employment. This notice shall be provided no later than May 15th or 30 days after passage of the final school budget, whichever comes later.

**ARTICLE XV
OVERTIME AND COMPENSATORY TIME**

- A. Employees covered by this Agreement shall receive overtime pay at their applicable hourly rates for all hours in excess of forty (40) hours per week, or in the case of bus drivers in excess of eight (8) hours per day.
- B. If an observed holiday falls during the scheduled work week of an employee, the hours normally worked per day shall be included in computation of his/her eligibility for time and one half (1.5) pay after forty (40) hours during that week.
- C. When overtime work is necessary, the Committee will make every reasonable effort to distribute overtime equally among the employees in the affected position providing the employee is capable of performing the work.
- D. If an employee is required to work unscheduled overtime, he/she shall not lose overtime

credit because of sick leave. Unscheduled overtime is overtime scheduled less than twenty-four (24) hours in advance.

- E. For purposes of overtime, he/she will not lose overtime credit because of sick leave.
- F. The Committee shall not unilaterally curtail the scheduled hours of work of an employee during a work week in which the employee has previously worked hours outside of his/her regular work schedule in order to avoid overtime pay or compensatory time.
- G. In lieu of overtime pay, the employee may choose to receive such compensation in the form of compensatory time off, which shall be granted on the basis of one and one half (1.5) hours of time off for each hour worked over forty (40) hours per week.
 - 1. Employees may accumulate no more than 60 hours (40 overtime hours) of Compensatory time. Any compensatory time not taken by the end of the fiscal year will be paid in the first payroll in July.
 - 2. Compensatory time to be scheduled at least one week in advance with the employee's supervisor. The supervisor may deny a request that compensatory time be taken at a particular time for operational reasons such as the lack of availability of a suitable substitute, however no reasonable request to be denied.

ARTICLE XVI PERSONNEL FILE

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

An employee shall have the right to submit a written response to any material placed in the file. The written response shall be attached to the appropriate file material and placed in the personnel file.

ARTICLE XVII STRIKES AND SLOWDOWNS PROHIBITED

The Association agrees that during the term of this Agreement neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any (1) strikes, (2) slowdowns, or work stoppage as stated in Title 26: Labor and Industry, Chapter 9-A: Maine Municipal Public Employees Labor relations Law 964.C

**ARTICLE XVIII
CALL-BACK PAY**

Employees called back to work shall receive a minimum of three (3) hours pay for the work for which they are called back, or may receive one and one half (1.5) times their hourly rate, whichever is greater, but not both. This provision applies only when such call back hours worked are not annexed consecutively to one end or the other of the working day or working shift. This provision does not apply to scheduled overtime.

**ARTICLE XIX
FRINGE BENEFITS**

During the terms of this Agreement, the Committee shall provide the following fringe benefits:

- A. Worker's Compensation Insurance shall be carried on all employees covered by this Agreement.
- B.
 - 1. The Committee shall provide Social Security coverage for all employees covered by this Agreement.
 - 2. For those employees who signed up for Maine PERS prior to June 30, 1996, the Committee agrees to provide a retirement plan for full time and eligible employees. The employee to pay such percentage of his/her wages as designated by the System and the employer such amount as designated by the System.
 - 3. Employees who retire from the bargaining unit under the Public Employees Retirement System and who return to employment within the bargaining unit shall retain their years of service at the time of retirement for the purposes of wages, benefits and job assignments. For the purposes of Article XI only, seniority shall be the date they returned to employment in the District. All other contractual benefits shall continue to apply.
- C. The Committee agrees to match the employee's contribution up to 4.5% of salary for those employees choosing to participate in the District's 403B plan.
- D. Up to thirty-five (35) accumulated sick leave days will be paid upon retirement to employees who have worked for the district at least fifteen (15) years provided they notify the Superintendent 90 days in advance of their effective retirement date and are retiring under the Maine Public Employees Retirement System or Social Security.
- E. Uniforms
 - 1. The Committee shall provide, after the first 90 days of employment, uniforms to

employees as follows:

School Nutrition	four (4) sets
Facility Management	five (5) sets

Employees who are provided uniforms by the Committee are required to wear them. Uniforms shall be replaced as needed at the determination of the supervisor and such requests shall not be unreasonably denied.

2. The Committee shall provide, after the first 90 days of employment, reimbursement for steel toe boots required for all maintenance/grounds workers upon employment, to be replaced as needed at the determination of the supervisor. Such requests shall not be unreasonably denied.

The Committee shall provide, after the first 90 days of employment, reimbursement for work shoes for all School Nutrition workers upon employment, to be replaced as needed at the determination of the supervisor. Such requests shall not be unreasonably denied.

3. Transportation employees shall receive one (1) jacket or sweatshirt upon employment, to be replaced as needed at the determination of the supervisor and such requests shall not be unreasonably denied. The drivers shall have input as to the type and style of the jacket or sweatshirt to be chosen.
- F. Employees covered by this Agreement may apply for job-related training courses. The Committee agrees to pay up to three hundred (\$300) per person per year for tuition, fees and materials upon recommendation of the supervisor, providing the course is completed.
- G. Transportation personnel voluntarily attending training or workshops will receive their hourly pay. Attendance must be approved by the supervisor in advance.
- H. School Nutrition personnel attaining School Nutrition Association Certification will receive a one time stipend of \$100.00. Certification must be verified by the Supervisor.

ARTICLE XX HOLIDAYS

- A. The following holidays shall be paid holidays for all employees covered by this Agreement provided the holidays fall within the work year of the employee:

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

One "floating" holiday to be determined in each unit by each unit of the Association providing it is not a scheduled student or teacher work day. The supervisor shall notify the Business Office two weeks in advance of the floating holiday date.

- B. No employee shall be entitled to holiday pay unless the employee worked his/her last scheduled work day prior to the holiday and the first scheduled work day following the holiday unless he/she is excused by the Committee or its agent.
- C. Employees who are called in to work on an observed holiday shall be paid time and one half (1.5) for all hours worked in addition to his or her regular holiday pay during the normal work period and double (2) times for all hours worked in excess of the normal work period.

**ARTICLE XXI
INSURANCE**

A. Health Insurance

- 1. The School Committee agrees to provide coverage for the employees working a minimum of twenty-five (25) hours per week beginning at time of hire who so desire group hospital, surgical and major medical insurance.
- 2. Employees will have a choice of the Standard Plan, Standard 500 Plan, Standard 1000 Plan or Choice Plus through the MEA Benefits Trust.

Effective July 1, 2008, the Committee will contribute 83% of the current year's Choice Plus plan rates for single, two person, adult with children or full family (including domestic partner coverage) subscribers for school year employees. Contributions for year-round employees will remain at 85%.

- 3. As the major contributor to the group insurance, the Committee reserves the right to determine the carrier provided the coverage of any new plan is of equal or better coverage than the present plan.
- 4. An employee disabled as a result of injury received on the job, shall at the expiration of their sick leave and with physician's verification, have the Committee share of the group insurance premium cost continue up to a maximum of one (1) year from the date of sick leave expiration providing the employee continues in the employ of the School Department.

B. Life Insurance

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

C. Dental Insurance

The School Committee agrees to provide each eligible employee (see #1 below) who desires to enroll in this program, dental insurance coverage under the Delta Dental program, for those weeks they are paid for working as follows:

- 1. Definition of an eligible employee is an employee who is employed 25 hours per week or more.

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

ARTICLE XXII LEAVE

A. Sick Leave

1. Sick leave shall accrue at the rate of (1.5) days for each calendar month of service (beginning with the first full calendar month of employment), accumulative to a maximum of one hundred and thirty five (135) days. Sick days are to be added on the first of each month.
2. Pay for sick leave used will be computed on the basis of the hours the employee is scheduled to work times the employee's hourly rate of pay.
3. Employees shall make every effort to notify the appropriate supervisor of their inability to report to work as soon as possible prior to the beginning of his/her work day.
4. Employees may use up to 40 hours of their personal sick leave each year to care for an immediate family member as defined in the bereavement leave provision. Up to 16 hours will not be deducted from their accumulated sick leave.
5. Medical leave for disability resulting from pregnancy or childbirth shall be treated like any other work-related disability..
6. Employees are entitled to leave as provided by the federal Family and Medical Leave Act and the Maine Family Medical Leave Act.
7. Sick leave may be used only for personal illness or physical incapacity of such a degree to render the employee unable to perform the duties of his/her position, unless the employee is capable of other work in his/her department and assigned to such other work.
8. If an employee has received notice from the Superintendent of his/her designated agent that future sick leave benefits will not be paid in the absence of proof of illness or incapacity, thereafter the employee shall lose his/her rights to sick leave benefits unless he/she furnishes the Superintendent of his/her designated agent with a certificate from a physician verifying his/her illness or incapacity to perform his/her duties on the day or days for which sick leave benefits are sought.
9. Sick leave shall not be allowed or deducted from accumulated sick leave when an employee is receiving Worker's Compensation, except that if Worker's

Compensation is less than the regularly scheduled daily pay of the employee, accumulated sick leave may be used to make up the difference between Worker's Compensation and the employee's regular pay. In such cases, only the proportion of the sick leave pay will be deducted from the employee's sick leave.

10. Each employee shall receive in writing no later than October 1 a statement of sick leave earned, used and accrued.

B. Business/Personal Leave

1. Business/Emergency Day: A maximum of one (1) full day or two (2) half days of business/emergency leave per year may be granted for the purpose of transacting such business as cannot be conducted outside the normal work day. This day shall be deducted from the accumulated sick leave. Whenever possible, a request for leave shall be submitted to the supervisor in writing at least two (2) days before leave is desired, stating the specific reason for the request. A decision will be made by the supervisor after reviewing the request. Except, under dire circumstances, no business/emergency leave shall be approved for use immediately before or after a holiday or vacation. This day will be deducted from the current fiscal year.
2. Personal Day: One (1) day or two (2) half days leave for personal matters. Application shall be made to the supervisor in writing at least two (2) days before taking such leave and the application will not be required to state the reason for such leave. A decision will be made by the Superintendent after reviewing the request. This day shall be deducted from the accumulated sick leave and will be deducted from the current fiscal year.

C. Bereavement Leave

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

D. Jury and Witness Leave

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

E. Military Leave

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

F. Extended Unpaid Leaves of Absence

Extended unpaid leaves of absence may be granted at the Committee's discretion when requested at least twenty (20) days in advance. Such requests for extended leaves of absence shall be in writing setting forth the reasons for the leave. In the event of an emergency, the twenty (20) days prior written notification may be waived.

G. Catastrophic Medical Emergency – Chronic Illness Leave Bank

A catastrophic medical emergency – chronic illness leave (CME-CI) bank is to be jointly administered by the Committee and/or its designee and representative(s) of the Association.

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

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

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

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

1. To qualify for CME-CI leave from the CME-CI leave bank, an employee must have:
 - a. Used all of his/her personal sick leave.
 - b. The employee must supply, in all cases, a physician's statement certifying his/her medical incapacitation and submit a form prepared by the Committee and the Association to be completed by the physician which certifies that the incapacitation meets the definition and criteria for CME-CI.
 - c. Been ill for a period that extended ten (10) working days or more.
 - d. Been a contributing member of the CME-CI leave bank at the time of the request.
 - e. The employee must be unable to return to suitable employment with the District because of a catastrophic medical emergency or chronic illness.
2. Members withdrawing CME-CI leave days from the bank will not have to replace these days, except as a regular contributing member of the bank.
3. Members withdrawing CME-CI leave days from the bank will donate or withdraw the number of hours in their regular work day subject to the other criteria in this Article.

4. Employees must notify the Superintendent's Office if they do not wish to enroll (and contribute according to #10) in the CME-CI leave bank, on or before September 15.
5. Sick leave days contributed to the bank may not be withdrawn if the member, at a later date, leaves the employ of the School Committee or wishes to withdraw membership from the bank.
6. A member who uses the CME-CI leave bank must contribute a sick leave day to the bank upon return to active employment the next contract year.
7. Upon application and approval, a member may draw a maximum of sixty (60) days from the CME-CI leave bank. If more sick days are warranted, such leaves may be granted by the School Committee, but not to be withdrawn from the bank. In no case shall a member draw more days from the sick leave bank than two (2) times the member's equity in his/her accumulated personal sick leave. Equity in accumulated personal sick leave will be determined at the beginning of an employee's sickness.
8. On or before September 30th of each year, the Superintendent shall provide the Association with the accumulated sick leave balances and a written list of participating employees as of September 15th.
9. The maximum number of CME-CI leave days in the aggregate shall be accumulated to one hundred and seventy five (175) working days based on a seven (7) hour day, one thousand two hundred twenty five (1225) hours.
10. On or before October 1 of each year, the Association shall provide the Superintendent with a list detailing the members from whom and in what order to deduct the 175 days, if needed.
11. Only employees enrolled in the CME-CI leave bank shall be required to contribute days, if needed, to the CMA-CI leave bank.

**ARTICLE XXIII
VACATIONS**

A. Facilities Management Personnel

During the first year of employment, vacation days will accumulate at the rate of one (1) day per month beginning with the third (3rd) month of employment to June 30 of that year. Vacation will be available on July 1st. Vacation shall accrue at the rate of 1/12 of the annual allotment based on years of service for each calendar month of service, accumulative to the maximum as defined below:

After One Year of Service	10 days
After Seven Years of Service	15 days
After Ten Years of Service	20 days

Employees may not use more than 10 days of vacation at a time. Employees may carry no more than 10 days of vacation from one fiscal year to the next. Any vacation carried over to the following fiscal year must be used by March 31st or it will be forfeited.

B. Transportation and School Nutrition Personnel

During the first year of employment, employees will receive no more than five (5) vacation days. Vacation days will accumulate at the rate of 1.25 days per month beginning with the sixth month of employment to June 30 of that year. Vacation will be available on September 1st. Vacation shall accrue at the rate of 1/10 of the annual allotment based on years of service for each calendar month of service, accumulative to the maximum as defined below:

After One Year of Service	5 days
After Five Years of Service	8 days
After Ten Years of Service	10 days
After Fifteen Years of Service	20 days

Vacation days should be taken during school vacation periods, storm days or other non-student days. Up to one week of vacation time may be allowed during the school year and requires approval by the supervisor. Any unused vacation will be paid at the end of the current fiscal year and cannot be carried over to the next year.

- C. All vacation shall be taken at a time approved by the supervisor. Vacation pay must be computed on the hourly rate prevailing for the number of hours normally worked during the vacation not to exceed forty (40) hours. Payment of vacation shall be made on the regularly scheduled pay day unless employee requests same in writing ten (10) days prior to the respective pay day.
- D. Upon separation of service the employee's accrued vacation time will be calculated to determine if it is over or under the amount of vacation earned and final payment will be adjusted accordingly.

**ARTICLE XXIV
WAGES**

See Appendix A.

- A. Employees will be paid on a bi-weekly basis as determined by the Committee.
- B. Initial Placement and Step Progression
1. For purposes of initial placement, employees may receive up to ten (10) years credit on the wage scale for prior experience relevant to the specific job classification. The determination of experience will be at the discretion of the Superintendent or designee in consultation with the Association. For all other contract purposes (including benefits and seniority placement), employees initially placed above step one will be considered new hires.
 2. Length of service to determine eligibility for progression from step to step on the salary schedule shall be calculated from the employee's date of hire. Employees must work one half (1/2) or more of their employment year to receive one (1) year of credit for movement on the salary schedule. Longevity will be paid to employees at Step 15 who have a minimum of ten (10) consecutive years of service in the bargaining unit.

**ARTICLE XXV
SAVINGS CLAUSE**

If any provision of this Agreement shall be contrary to any law or Town ordinance, such invalidity shall not affect the validity of the remaining provisions.

**ARTICLE XXVI
TERM OF AGREEMENT**

This Agreement shall govern the rights of the parties as of July 1, 2015 and shall continue in effect until June 30, 2018.

IN WITNESS WHEREOF, the Committee has caused this Agreement to be executed and its corporate seal to be affixed by its Chairperson and Secretary thereunto duly authorized, and the Association has caused this instrument to be signed by its President and Chief Negotiator, thereunto duly authorized as of the day and year first above written.

GORHAM EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION
(Facility Management, Transportation, School Nutrition Personnel)

GORHAM SCHOOL COMMITTEE

President, MBDC

Chairperson

Date

Date

SIDE AGREEMENT

The parties hereby agree that the previous verbal agreement between the Association and the School Committee grandfathering the two custodians still employed by the Gorham School Department will be honored. Specifically, Diane Mercier and Robyn Flint will not be laid off and may retain their positions until they retire or leave their employment with the Gorham School Department. However, the Gorham School Department retains the authority to terminate either of the individuals for cause should it be deemed necessary and in accordance with this contract.

Gorham School Committee

Date

Gorham Educational Support Personnel
Association, MBCC President

Date

SIDE AGREEMENT

School Nutrition Program
Guidelines for Banquet Hours

1. When a banquet is assigned to a school, the kitchen manager will recruit staff to fulfill the assignment using a rotation list of staff.
2. Kitchen staff will have the option to work the banquet. If, at that point, there is not enough staff, the manager will recruit from the other schools and spares.
3. Only if the banquet is school related and if there is not enough staff to volunteer, will staff be assigned to work using a rotation list of staff.
4. Cafeteria workers that choose to work on non-school related banquets will work at 1.5 times their rate of pay.

Gorham School Committee

Date

Gorham Educational Support Personnel
Association, MBCC President

Date

GORHAM SCHOOL DEPARTMENT

GRIEVANCE FORM

Grievant: _____

Date: _____

School: _____

Grievance Representative: _____

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

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

Redress Sought: _____

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

Association Grievance Representative's Signature: _____

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

The grievance was filed with the office of _____ on _____

by (check one) _____ Mail _____ Personal Delivery.

Signature of Grievant: _____

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