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AGREEMENT

between

THE MAINE EDUCATIONAL CENTER FOR THE DEAF AND HARD OF HEARING /GOVERNOR BAXTER SCHOOL FOR THE DEAF

and

THE MAINE SERVICE EMPLOYEES ASSOCIATION-SEIU

PROFESSIONAL AND SUPERVISORY UNITS

FY 2026 - FY 2028

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PREAMBLE

Whereas, the Maine Educational Center for the Deaf and Hard of Hearing/Governor Baxter School for the Deaf School Board (hereinafter referred to as "the Board" or "MECDHH/GBSD") and the Maine Service Employees Association-SETU (hereinafter referred to as "MSEA" or "the Union") desire to establish a constructive, cooperative and harmonious relationship; to avoid any interruption or interference with the operations of the employer; to promote effective service and quality of work life towards the accomplishment of the educational mission of the Board; and to establish an equitable and peaceful procedure for the resolution of differences, this Agreement is entered into by the parties.

ARTICLE 1. UNION RECOGNITION

The Board recognizes MSEA as the sole and exclusive representative for the purpose of representation and negotiations with respect to wages, hours of work and other conditions of employment for all employees included in the Professional Unit, including, ASL Family Trainer, ASL Instructional Strategists, Classroom Teachers, Deaf Mentors, Educational Audiologists, Early Intervention Providers, Information Systems Support Specialists, Occupational Therapists, Coordinators, Itinerant Teachers, Social Workers, Speech Language Pathologists, excluding summer school positions.

In the event of a dispute between the parties as to future inclusions or exclusions from the unit resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to the Maine Labor Relations Board for resolution of the dispute.
Part-time employees will be covered by the provisions of this Agreement after completion of six (6) months of service. All benefits provided to part-time employees shall be prorated.
Temporary, seasonal, and on-call employees, and employees employed fewer than six months are excluded by law from the bargaining unit.

ARTICLE 2. ACCESS TO EMPLOYEES

A. MSEA shall have access to employees covered by this Agreement to carry out its legal responsibilities as a bargaining agent as provided for in this Article. MSEA's representatives will be granted reasonable access to employees during employees' working hours for the purpose of investigating and processing grievances and for the purposes of administering this Agreement. Such access will be subject to the representative providing the Executive Director or their designee notice of the visit. Such access will not disrupt MECDHH/GBSD operations, the educational program or violate MECDHH/GBSD security procedures. If access needs to be temporarily delayed for special reasons, those reasons shall be explained to the MSEA representative.

B. Yearly Staff Meeting Access: MSEA, once, during each year of this contract, will be given access to all current staff for the purpose of explaining the benefits provided to and for members. This access will be on the clock, for up to thirty (30) minutes, preferably at an all-day staff meeting

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C. General Unpaid Access: Any MSEA representative may have access to employees in this unit for the purpose of explaining MSEA programs and benefits during employees' non-working time, e.g., breaks, lunch periods and after hours, provided such access does not interfere with MECDHH/GBSD operations or the educational program. During the work week such access shall be limited to non-work areas.

D. New Employees: MECDHH/GBSD will inform MSEA-SEIU of their new employee hires within thirty (30) days of the hire date. MECDHH/GBSD will provide MSEA-SEIU with the new hire's name, address, position and work location, work email and work phone number. Each new employee, including employees who are new to an MSEA-SEIU bargaining unit, shall be allowed 30 minutes of paid work time within thirty (30) calendar days of the hire date to meet with a representative of MSEA SEIU for the purpose of explaining MSEA-SEIU programs and benefits.

E. The Union may conduct workplace meetings during lunch and other breaks, and before and after the work day, on the public employer's premises to discuss workplace issues, collective bargaining, negotiations, the administration of the collective bargaining agreements and other matters related to the duties of a bargaining agent and internal bargaining agent matters involving the governance or the business of the bargaining agent.

   The Union has the right to use government buildings and other facilities that are owned or leased by government entities to conduct meetings with bargaining unit members regarding bargaining negotiations, the administration of collective bargaining agreements, the investigation of grievances and other workplace related complaints and issues involving the governance or business of the bargaining agent, as long as that use does not interfere with governmental operations. A bargaining agent conducting a meeting in a government building or facility may be charged for maintenance, security and other costs related to the use of the government building or facility that would not otherwise be incurred by the government entity.

   Notice shall be given to the executive Director in advance of any meeting to be conducted at the employer's workplace, to include date, time, location and estimated number of attendees, by following the organization's procedure for events.

ARTICLE 3. BEREAVEMENT LEAVE

Each employee covered by this Agreement shall be allowed up to:

A. Ten (10) regular workdays leave with pay, for absence resulting from the death of a spouse or partner, child, stepchild, parent, stepparent, grandchild, brother, or sister;
B. Five (5) regular workdays leave with pay, for absences resulting from the death of a parent-in-law, sister-in-law, brother-in-law, or grandparents; and

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C. Three (3) regular workdays of leave with pay to attend the funeral of an aunt, uncle, niece, or nephew.

"Partner" means that a relationship exists between two people, neither of whom is married, that is intended to remain indefinitely and where there is joint responsibility for each other's common welfare, there are significant shared financial obligations, and there is a shared primary residence. This relationship must have existed for at least one (1) continuous year before benefits under this Article may be provided.

ARTICLE 4. BULLETIN BOARDS

The Board shall continue to provide bulletin board space for the use of MSEA at each work location where bulletin boards are presently provided for the purpose of posting bulletins, notices, and other materials in conformance with this Article. The posting of any MSEA materials shall be restricted to such bulletin board space only except that, in each work location where bulletin board space is not provided for MSEA, the Executive Director or their designee shall designate an appropriate alternative space where such materials may be posted in consultation with the Union Steward.

In no instance may MSEA post any material which is profane, obscene, or defamatory to the Board, its representatives or any individual, or which constitutes campaign material between competing employee organizations if it is determined that the posting of such material would violate any obligation of the Board for neutrality. MSEA is solely responsible for the accuracy and ethical standards of any material posted pursuant to this Article. The Executive Director or their designee retains the right to remove any materials in violation of this Article.

All posted MSEA materials shall be signed by an authorized representative of the Association or stamped with an official MSEA logo.

ARTICLE 5. CHILDBIRTH, ADOPTION AND LONG-TERM FOSTER CARE LEAVE

A. For employees who have worked for MECDHH/GBSD for the previous twelve months paid parental leave of two weeks (ten work days) for the birth of a child or adoption will be granted to an employee for their regularly scheduled hours on the days, beginning on and directly following the birth or adoption of a child or children. This benefit may be used once each academic year. These two weeks will run concurrently with FMLA. The hours can be used to supplement PFML pay.

B. Additional childbirth, adoption or long-term foster care leave may be granted to an employee without salary for a period not to exceed one (1) school year. Any childbirth, adoption or long-term foster care leave that also qualifies for federal or state family and medical leave must be taken concurrently with FMLA leave and will be paid to the extent that the employee has accrued paid leave. The balance of the childbirth, adoption or long-term foster care leave will be unpaid. Employees taking childbirth, adoption or long-term foster care leave for non-FMLA qualifying

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purposes have the option of utilizing any accrued paid leave, with the balance being unpaid. Employees shall be allowed to retain insurance benefits during such leave. Except during any period covered by the use of applicable paid and/or federal FMLA leave, retention of insurance benefits shall be at the employee's expense.

C. The employee must apply to the Executive Director in writing as soon as possible, but no later than thirty (30) days prior to the date requested to begin the leave. The Executive Director has the discretion to deny such leave should an appropriate replacement not be available. Such leave is only available to employees who have primary responsibility for a biological or adopted child under the age of two, or in the case of a child adopted after the age of two, under the age of six.

D. Employees on such leave must notify the Executive Director by March 1 (or other specific date as determined by the Executive Director) of their intent to return to employment or forfeit their right to return. To minimize disruption to the educational process, employees with direct student contact must agree to return at the beginning of an academic quarter or another date specified in advance by the Executive Director. In the case of employees in the Outreach Program with direct student contact, the return date will be determined with consideration for the employee's particular caseload.

E. Employees will be returned to their previous position or, if said position is not available, to a comparable position.

ARTICLE 6. COMPENSATION

A. The wage scales for the term of this contract are attached as Appendix A.
   i. Effective July 1st 2025, 4% Increase to the salary scale (Appendix A)
   ii. Effective July 1st 2026, 3% increase to the salary scale (Appendix A)
   iii. Effective July 1st 2027, 3% increase to the salary scale (Appendix A)
   iv. No Professional staff will be placed lower than Step 5 on their respective scale
   v. On July 1st of 2025, 2026, and 2027, one step shall be added to each salary scale

B. Salary Schedule Progression
   Employees annually shall progress from step to step on the salary scale on the basis of satisfactory job performance based upon established standards of performance and years of experience at MECDHH/GBSD. Employees entering employment of the Board for the first time may receive full experience credit up to the maximum step of the salary scale based upon comparable teaching/professional experience and certifications. In the event the Executive Director has difficulty in recruiting employees into certain positions, the Board reserves the right to place new hires at a higher step on the scale. The Union shall be notified when such action is taken.

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C. Longevity

Employees with ten (10), fifteen (15), twenty (20) and twenty-five (25) years of continuous service shall be eligible for a longevity differential for all regular hours worked. This differential shall be twenty-five ($.25) cents per hour upon ten (10) years of continuous service, fifty ($.50) cents per hour upon fifteen (15) years of continuous service, seventy- five ($.75) cents per hour upon twenty (20) years of continuous service and one-dollar ($1.00) per hour upon twenty-five (25) years of continuous service.

For purposes of longevity ten (10), fifteen (15), twenty (20) and twenty-five (25) years of continuous service is defined as continuous employment with MECDHH/GBSD, including all authorized leaves of absence except leaves taken under the unpaid personal leave of absence article.

Those employees who were working for the State of Maine and transferred to GBSD while it was still part of the Executive Branch shall be able to count all of their years in State service as continuous employment with MECDHH/GBSD for the purposes of computing longevity. In the event such an employee had a break in service while working for the State of Maine, all service following the break counts as continuous employment with MECDHH/GBSD. Coordinators: Coordinators: When a Coordinator obtains an Assistant Special Education

Director or Director of Special Education Certification (which is a requirement for the position), a Coordinator will receive an additional step on the salary scale. Coordinators working as early intervention coordinators may satisfy this requirement by obtaining an equivalent certification for early intervention, which has been approved by the Executive Director.

ARTICLE 7. COMPLAINTS AND INVESTIGATIONS

A. This article applies to complaints or allegations made externally and not from normal supervisory activities. In cases of alleged abuse or neglect of students by employees, the Complaints and Investigation Protocol of Abuse and Neglect Investigations or Standards Violations adopted by the Board shall be followed. In such cases, should there be any procedural inconsistencies between the protocol and this article, the protocol shall apply.

B. Any other type of complaint concerning an employee shall be addressed as follows:
   i. The Executive Director/designee shall be responsible for ensuring that all complaints against an employee on which any action is to be taken or a record is to be made shall be investigated.
   ii. The Executive Director/designee may interview the complainant prior to notifying the employee.
   iii. In order to determine whether there is a basis to conduct an investigation, the Executive Director/designee may, at their discretion, conduct an informal interview with the employee about whom a complaint has been made. The interview shall be conducted at a

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reasonable time and, when practicable, on MECDHH/GBSD premises when the employee is on duty. A union representative may be present to advise the employee during the interview.

iv. If the Executive Director/designee determines that there is no basis to further investigate the complaint, the employee shall be informed in writing that a complaint was made against them but was unsubstantiated.

v. If the Executive Director/designee determines that there is a basis for further investigation, they shall inform the employee in writing.

vi. If an employee is to be interviewed as a witness only and in the course of the interview it becomes apparent that the employee witness may be subject to discipline as a result of conduct which is the subject of the interview, the interview shall be postponed for a reasonable time to enable the employee to consult with a union representative.

vii. The employee shall be informed in writing of the results of the investigation and any determinations made.

viii. The investigation report and supporting documents will be retained permanently by the Executive Director.

ARTICLE 8. CONCLUSION OF NEGOTIATIONS

A. The Board and MSEA agree that this Agreement is the entire Agreement, terminates all prior Agreements or understandings and concludes all collective negotiations during its term. Neither party will during the term of this Agreement seek to unilaterally modify its terms through legislation or other means which may be available to them.

B. Each party agrees that it shall not attempt to compel negotiations during the term of this Agreement on matters that could have been raised during the negotiations that preceded this Agreement, matters that were raised during the negotiations that preceded this Agreement or matters that are specifically addressed in this Agreement.

ARTICLE 9. COPIES OF AGREEMENT

The parties shall jointly arrange for printing copies of this Agreement. Each party shall pay for the copies it requires for distribution. The Board agrees to make available on the MECDHH/GBSD website current copies of the Union contract and agrees to notify new employees of the location of that contract.

ARTICLE 10. COURT SERVICE/JURY DUTY

If an employee is required to appear in court or pursuant to a subpoena or other order of a court or body or to perform jury service, and such appearance or service results in their absence from work, they shall be granted court service leave for the period of time necessary to fulfill such requirement. Any employee who makes an appearance and whose service is not required shall return to work as soon as practicable after release.

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An employee on court service leave for a full day shall receive the difference between the payments received for such court service, excluding any travel allowance, and their regular pay.

Any employee returning to work from court service leave shall be paid by MECDHH/GBSD for their actual hours worked or a minimum of the difference between payment received from the court, excluding any travel allowance, and their regular pay, whichever is greater.

The provisions of this Article shall not apply to an employee summoned to or appearing before a court or body as a party to any private legal action or in connection with any legal proceeding arising out of the employee's unprofessional or dishonorable conduct; any action brought by the employee against MECDHH/GBSD; or involving any breach of this Agreement by the employee or MSEA.

ARTICLE 11. COURT TIME

An employee who is called to appear as a witness in their official capacity by a court, including administrative court, on a scheduled day off, a scheduled vacation day or other approved day off shall be paid for the hours spent, including actual, necessary travel time, at their regular hourly rate. Payment under this Article shall be the total payment for such court time from all sources other than regular pay for the scheduled day off.

ARTICLE 12. DEFERRED COMPENSATION

MECDHH/GBSD agrees to submit deductions of the employees who participate in the Deferred. Compensation program by payroll deduction as soon as practicable but no later than ten (10) workdays after such deductions are made.

ARTICLE 13. DENTAL INSURANCE

MECDHH/GBSD agrees to pay one hundred percent (100%) of the employee premium of a dental insurance program for full-time employees for the contract term. MECDHH/GBSD agrees to provide payroll deduction for dental insurance, provided such arrangements are agreed to by the insurance carrier. Dependent coverage will be available provided there is sufficient employee participation in the dental insurance program. Dependent coverage will be at the employee's expense. Part time employees are eligible for pro-rated benefits.

ARTICLE 14. DISCIPLINE

A. After the probationary period, no employee shall be disciplined by MECDHH/GBSD without just cause. Notwithstanding the foregoing, probationary employees may be dismissed without just cause.

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Disciplinary action requiring just cause shall be limited to the following: oral reprimand, written reprimand, suspension, demotion, and dismissal. The principles of progressive discipline shall be followed.

B. No employee covered by this Agreement shall be suspended without pay, demoted or dismissed without first having been given notice in writing of the disciplinary action to be taken. The conduct for which disciplinary action is being imposed and the action to be taken shall be specified in a written notice. Any employee receiving a notice of suspension, demotion or dismissal will be afforded an opportunity to meet with the Executive Director prior to the action proposed. The employee will be entitled to have a Union representative or steward present. At that meeting the Executive Director will give the employee an explanation of the employer's evidence against the employee (if that has not already been provided) and offer the employee an opportunity to respond. Employees are on notice that a finding of having abused a student is excluded from progressive discipline and may result in termination on first offense.

   Any employee suspended without pay, demoted, or dismissed may appeal such disciplinary action to the Board in writing within fifteen (15) workdays after the employee becomes aware of such disciplinary action. The Board's decision may be processed through the grievance procedure.

ARTICLE 15. WELLNESS AND EMPLOYEE ASSISTANCE PROGRAM

There shall be a broad-brush comprehensive Employee Assistance Program ("EAP") to provide confidential assessment and referral services for School employees. The EAP is intended to aid School employees and their families, and retirees, in cases where personal problems of any nature are having a detrimental effect on the employee's job performance. Services provided directly by the EAP shall be at no cost.

MECDHH/GBSD is committed to forming a committee whose purpose is to promote wellness activities for all employees. This committee will meet regularly to seek out information and a variety of activities for staff to get involved in. It is also expected that this group will make recommendations to the Board that will encourage and promote healthy living lifestyle choices for employees.

ARTICLE 16. EMPLOYEE DATA

A. So long as not prohibited by law, MECDHH/GBSD shall furnish to MSEA each October, at Union expense, the name, address, classification, pay range and step, work location, and initial date of hire for each employee covered by this Agreement. An employee may request, in writing, that their home address not be released by MECDHH/GBSD. MSEA shall indemnify, defend, and hold the Board harmless against all claims and suits which may arise as a result of the Board furnishing such listing to MSEA.

B. Upon mutual agreement, MECDHH/GBSD and MSEA will use technology available to each party for the purpose of receiving the aforementioned electronic data in the most efficient manner

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possible. By mutual agreement, such information transmitted to MSEA in a hard copy format will be transmitted electronically after agreement between the parties on format and content.

ARTICLE 17. EMPLOYEE DEVELOPMENT AND TRAINING

MECDHH/GBSD will provide suitable staff development and training programs for employees covered by this Agreement within budgetary constraints. This Article is not applicable to coursework, such as college courses, which are addressed in Article 19.

A. In order to enhance and encourage educational and training opportunities a minimum of two (2) days for the purpose of training will be available to each employee in this unit. This training will be contingent upon availability of funds and requires pre-approval by the Executive Director. The Executive Director has the authority to deny requests which do not meet the educational needs of MECDHH/GBSD or when there are no appropriate substitutes available.

B. Mandated Training
   i. Employees shall be given reasonable notice of applicable development and training programs available. Such notice shall include an explanation of the procedure for applying for the program. Participation in any training inside or outside of work hours which is required by MECDHH/GBSD as a condition of fulfilling the requirements of the employee's job, or any in-service School training which is conducted or undertaken during normally scheduled work hours will be considered as time worked
   .
   ii. MECDHH/GBSD shall pay tuition, course-related fees, other approved course required costs and for necessary travel and lodging for courses required by the Board or Executive Director. To encourage educational and training opportunities, MECDHH/GBSD will provide to each employee in the bargaining unit a minimum of two (2) days for educational and training opportunities.

C. Elective Training (not mandated by Administration)
   Employees may apply to the Executive Director to attend elective training that is directly related to their field. The following conditions apply:
   i. Training must be approved by the Executive Director or their designee;
   ii. Approval will be, at least in part, contingent on the availability of funds; and
   iii. Training will be reimbursed at the sole discretion of the Executive Director, except MECDHH/GBSD shall reimburse employees for taking the ASL Proficiency Interview or the Sign Language Proficiency Interview.

ARTICLE 18. EMPLOYEE ORGANIZATION LEAVE

A. Leave for MSEA Organization Activities

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The MECDHH/GBSD shall provide Employee Organization Leave without loss of pay or benefits for one employee who is a member and officer of the MSEA Board of Directors to attend a maximum of one (1) one-day meeting per month of the Board of Directors. For purposes of this Article, the Board of Directors shall consist of sixteen (16) members: twelve (12) from the Council, the President, Vice President, Secretary and Treasurer of MSEA. Additionally, MECDHH/GBSD shall provide one (1) day per year Employee Organization Leave with pay for one MSEA member who has an official capacity to attend the annual MSEA Council meeting. The employee shall provide the Executive Director with at least two (2) weeks' notice of the meeting and provide documentation of attendance upon their return.

B. Leave for Negotiations

Members of the MSEA bargaining team (whose numbers shall not exceed four (4) for each unit) shall suffer no loss in pay or benefits for participation in negotiations for a successor Agreement.

No compensation shall be paid if negotiations occur outside an employee's normal work hours. Additionally, leave may be requested for other members necessary for participation on specific negotiations issues and such leave shall not be unreasonably denied. The parties recognize that negotiations that take place during the employee's work day impact on the educational program and students, and to the extent possible, negotiations will be held outside of the student day.

MSEA shall give reasonable notice to the Executive Director of the names of those bargaining team members who will be attending particular bargaining sessions. MSEA recognizes that exceptional circumstances might preclude the release of an individual on a particular day.

When an employee at a satellite site is a member of the bargaining team, they shall participate in negotiations via electronic communication, except when the parties mutually agree that the employee from the satellite site should attend particular negotiation sessions.

C. Stewards

i. The Union may designate employees to act as a steward on their behalf. The names of the employee designated as steward shall be given to the Executive Director after they complete their training with MSEA or upon reasonable request. Such stewards will be allowed a reasonable amount of time away from their work without loss of investigation and process grievances.

ii. Prior to leaving their work to attend such business, a steward shall obtain consent of their supervisor. If operational considerations or workloads temporarily delay the release of a steward to attend to proper duties under this Article, they will be released for such purposes as soon as practicable.

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iii. Whenever a steward works on union business and such work extends beyond the end of their normal workday, such activity shall not be considered as time worked. Any travel or other expenses of a steward's activities shall not be borne by the MECDHH/GBSD.

iv. Each Steward shall be entitled to three (3) days of leave per year without loss of pay or benefits to participate in official MSEA sponsored steward training. MSEA shall provide the Executive Director with at least two (2) weeks' notice and the employee shall provide documentation of attendance upon their return. No additional compensation shall be paid if the training extends beyond the end of the employee's normal work hours. Such leave shall not be withheld unless operational needs so require and shall not be arbitrarily denied. This leave will be capped at thirteen days (13) total and that amount will be shared between the Professional and Support Contracts.

D. Leave for Other Organizational Business
Employees engaged in MSEA business may apply for administrative leave without pay. Such applications shall not be unreasonably denied, and if denied the reasons for the denial shall be stated to the applicant in writing. The Executive Director has the authority to deny or defer such leave if it interferes with operations and/or the educational program and to limit the amount of leave used by individual employees. The employee shall provide the Executive Director with at least two (2) weeks' notice of the MSEA business and provide documentation of attendance upon their return.

E. Travel Time
Leave provided in paragraph B of this Article shall apply to and cover actual and necessary travel to and from such meetings required during normal working hours on the day of the meeting or negotiations.

F. Leave to Attend Pre-Retirement Counseling Programs
Employees who will be eligible for retirement within one (1) year will be granted one (1) leave day without loss of pay to attend the MSEA pre-retirement counseling program.

ARTICLE 19. EXPENSE REIMBURSEMENT

A. Mileage Allowance

i. The mileage allowance for pre-approved travel will be the rate established by the State of Maine, and should said rate increase, MECDHH/GBSD agrees to pay the new rate effective on the date of the increase.

ii. Employees with special needs and who operate their own specially equipped vehicle with adapted equipment on MECDHH/GBSD_business shall receive a mileage reimbursement rate of an additional thirteen cents ($.13) per mile.

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B. Lodging and Meal Expenses

Nothing contained in this Article shall be deemed to alter the present MECDHH/GBSD policy prohibiting reimbursement for meals that are part of an organized meeting or program or overnight travel.

i. Employees in travel status in the performance of their duties shall be entitled to expenses of necessary lodging and/or meals.

ii. Estimated travel expenses shall be advanced to employees when reasonable and when requested. Requests for reimbursement of approved expenses must be submitted within thirty (30) days of when they are incurred and shall be paid within thirty (30) days of submission.

iii. Meal reimbursements for overnight stays will be at the rates established by the federal General Services Administration (which can be found at the following URL https://www.gsa.gov/travel/plan-book/oer-diem-rates). Charges for alcohol will not be reimbursed. Breakfast shall not be paid unless it follows an overnight stay. Receipts will be required.

C. Telephone Expenses
The MECDHH/GBSD shall provide a cell phone as needed on a case-by-case basis.

D. Reimbursement for Elective Courses
The Board shall budget, to the best of its ability, a reasonable amount of funds each fiscal year to reimburse employees for coursework directly related to their field. The following conditions apply:

i. Courses will be reimbursed on a first-come, first-served basis until the pool has been depleted for the year (although no employee will be reimbursed for more than four courses per year);
ii. Reimbursement will be for 100% of the credit and fee cost for the course up to a maximum of $2,500 per course;
iii. Employees must be currently employed at MECDHH/GBSD and obtain pre-approval from the Executive Director. The Executive Director's decision as to whether a course is reimbursable is final and non-grievable;
iv. Employees must receive a “B” or better in the course to be eligible for reimbursement;
v. Reimbursement shall only be made for courses pre-approved and taken in the current contract year, and
vi. If the certification requirements of a position change for an employee already in that position, MECDHH/GBSD will pay in full for any required coursework.
vii. Upon request, MECDHH/GBSD will consider early reimbursement in cases of financial hardship.

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E. Video Display Terminals
   i. All employees who spend at least eighty percent (80%) of their work time operating "VDT's shall be entitled to an annual examination by an eye doctor at the expense of MECDHH/GBSD when not covered by the employee's health insurance. All costs above and beyond the insurance coverage for this annual eye exam, including a co-pay related to that eye exam, will be reimbursed by MECDHH/GBSD. Prior to reimbursement, employees must submit an itemized receipt from their eye doctor verifying the expense incurred.
   ii. Employees receiving such annual eye examinations shall receive up to two hundred dollars ($200.00) toward the cost of regular corrective lenses or glasses needed by the employee as prescribed by the eye doctor. Employees who require bifocal, trifocal, prism or progressive lenses shall receive up to two hundred twenty-five dollars ($225.00) for the cost of such corrective lenses or glasses needed by the employee as prescribed by the eye doctor. Prior to reimbursement, employees must submit a receipt verifying the expense incurred.

ARTICLE 20. EXTRACURRICULAR ACTIVITY (ECA) STIPEND POSITIONS

Extracurricular activity (ECA) stipend positions will be opened and posted for applications as needed. All stipend positions will be posted for a minimum of ten (10) days before an appointment is made and will expire at the end of the fiscal year. An employee's appointment to a stipend position will require the approval of the Executive Director or their designee. It is understood by both parties that ECA positions are not subject to just cause.

ARTICLE 21. FLEXIBLE SPENDING ACCOUNTS

MECDHH/GBSD will take appropriate action to establish two flexible spending accounts. One so that employees may have pre-tax income set aside for the payment of uncovered medical/health related expenses and the other so that employees may have pre-tax income set aside for payment of childcare expenses.

MECDHH/GBSD agrees to pay for whatever "start-up" fee may be associated with the establishment of such accounts. It is understood that if there is a monthly fee required to participate in such accounts it will be the responsibility of the employee to pay the fee(s). Participation in the flexible spending accounts is on a voluntary basis.

ARTICLE 22. GRIEVANCE PROCEDURE

A. Definitions and Scope
   i. Employees shall have the right to present grievances in accordance with the procedures prescribed in this Article.

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ii. For purposes of this Agreement, a grievance is a dispute concerning the interpretation or application of the terms or provisions of this Agreement except provisions expressly excluded from the grievance procedure in this Agreement.

B. Procedure

i. Step 1: Within fifteen (15) workdays after the act or omission which gives rise to the grievance or an employee becomes aware or should have reasonably become aware that they have a grievance, the employee and/or their representative shall present the grievance via American Sign Language (ASL) or in writing to their immediate supervisor. The supervisor shall be responsible for taking such steps as are advisable, including consultation with the Director of Human Resources and Executive Director in an effort to resolve the grievance.

ii. Step 2: If the grievance is not resolved within ten (10) work days of submission at Step 1, within ten (10) workdays thereafter the employee and/or their representative may present the grievance to both their Supervisor/Director as well as HR via email or letter, stating the nature of the grievance, the specific contract provision the employee believes has been violated, and the remedial action requested.

   a. HR shall provide the employee and/or their representative with their decision in writing within ten (10) workdays of submission. If the grievance is not thereby resolved, within ten (10) workdays after the receipt of HR's written decision, the employee and/or their representative shall submit the grievance in writing to the Executive Director.

iii. Step 3: The Executive Director shall meet with the employee and/or their representative and shall provide the employee and/or their representative with their decision in writing within fifteen (15) workdays of submission.

iv. Step 4: If the grievance is not resolved at Step 3, within ten (10) workdays after receipt of the written decision of the Executive Director, the MSEA may appeal to the Board by filing a written notice of appeal, together with copies of the written grievance and the Step 3 decision. The Board may meet with the employee and/or their representative no later than the next regular Board meeting. The Board shall provide the employee and the Association with a written decision within ten (10) workdays after the conclusion of such meeting.

v. Step 5:

   a. If the grievance has not been satisfactorily resolved at Step 4, then MSEA may submit the grievance to arbitration by submitting a request for arbitration to the Executive Director as well as a statement of the grievance specifying the Article, section or clause of the contract alleged to have been violated, along with the concise statement of facts surrounding the issue and the remedial action requested. The request for arbitration shall be received by the Executive Director through personal service or by mailing by registered or certified mail within fifteen (15) workdays of the receipt of the Step 4 decision.

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b. Upon receipt by the Executive Director of a request for arbitration, the parties shall attempt to mutually agree upon an arbitrator. If unable to agree upon an arbitrator within five (5) workdays of receipt of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association ("AAA") in accordance with the AAA rules then in effect.

   The request for arbitration along with a request for a list of arbitrators must be received by AAA within three (3) weeks of the Executive Director's receipt of the request for arbitration, in order for the AAA administration fees to be shared equally by the parties. If such a request is not received by AAA by the expiration of the three (3) weeks but is filed within six (6) weeks, MSEA shall pay the entire AAA administration fee. If a request has not been received by AAA within six (6) weeks of the Executive Director's receipt of the request for arbitration, MSEA will be deemed to have waived its right to appeal the Step 5 decision to arbitration.

c. The decision of the arbitrator shall be final and binding consistent with applicable law and this Agreement. The arbitrator shall have no authority to add to, subtract from or modify any provisions of this Agreement. The arbitrator shall have no authority to award interest on any award. All costs of arbitration, including fees and expenses of the arbitrator, shall be divided equally between the parties, except that each party shall bear the costs of preparing and presenting its own case.

d. The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties. The arbitrator shall be requested to issue a written decision within thirty (30) days after completion of the proceedings. The arbitrator shall be bound by the rules of the AAA which are applicable to labor relations arbitrations and which are in effect at the time of the arbitration. In the event of a disagreement regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination as to whether the issue is arbitrable. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

e. In grievances involving dismissal or non-renewal of a non- probationary employee and/or discipline which has led to a dismissal, the arbitration hearing shall be held within four (4) months of the Step 3 decision. Subsequent hearing dates, if necessary, shall be held at the earliest date(s) offered by the assigned arbitrator and which is mutually acceptable to the parties. The parties agree that in the event of a conflict in the scheduling of grievance arbitrations, grievances involving dismissal and/or discipline which has led to a dismissal shall have priority over all other pending grievance arbitration matters between the parties.

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C. General Provisions

i. MECDHH/GBSD shall not deny any employee MSEA representation at any stage of the grievance procedure and MSEA shall have the exclusive right to represent employees in any grievance. When an employee elects to pursue a grievance at Steps 1, 2, or 3 without representation, MSEA shall have the right to be present at any grievance step meeting and shall receive copies of written determinations, if any, at all stages. No resolution of a grievance shall be inconsistent with the provisions of this Agreement.

ii. All of the time limits contained in this Article may be extended by mutual agreement of the parties and such extensions shall, in order to be effective, be confirmed in writing. The parties may mutually agree to bypass steps of the grievance procedure.

iii. In no event can a grievance be taken to the next or any succeeding step of this procedure unless the employee and/or their representative meets the time limits or extensions thereof. Failure of MECDHH/GBSD and its representatives to adhere to the prescribed time limits or extensions thereof shall constitute a waiver of the applicable step and the employee and/or MSEA may proceed to the next step.

iv. Grievances resolved at Steps 1 or 2 shall not constitute a precedent unless a specific agreement to that effect is made by the Executive Director or their designee and MSEA.

v. Any grievance involving two (2) or more employees within the bargaining unit may be processed jointly.

vi. An aggrieved employee and/or their representative shall have the right to inspect and to obtain copies of any records, documents and other materials relevant to the grievance and in the possession of MECDHH/GBSD to the extent allowed by law. MECDHH/GBSD shall have the right to inspect and to obtain copies of any records, documents and other materials relevant to the grievance and in the possession of the Union.

vii. An aggrieved employee and any employee witnesses as may be reasonable shall not suffer any loss of pay and shall not be required to charge leave credits as a result of processing grievances during such employee's or witnesses' regularly scheduled working hours, provided, however, that when such activities extend beyond such employee's or witnesses' scheduled working hours such time shall not be considered as time worked. Such release time shall not be construed to include preparation of paper work, record-keeping, conferences among Union officials or preparation for representation at a grievance hearing. To the extent possible, the parties agree that, to avoid disruption of the educational program, grievances will not be processed or heard during the student day.

viii. The settlement or an award upon a grievance may or may not be retroactive as the equities of each case demand.

ARTICLE 23. HEALTH AND SAFETY

MECDHH/GBSD will take appropriate action to assure compliance with all applicable laws concerning the health and safety of employees in its endeavors to provide and maintain safe working conditions. MSEA agrees to support any programs required to meet the health and safety needs of employees.

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An employee may request their supervisor to provide safety related equipment, clothing, devices or tools as may be required to maintain a safe working environment. Such requests, if denied, may be appealed to the Executive Director whose decision shall be final and binding on the parties.

ARTICLE 24. HEALTH INSURANCE

Effective with the start of the pay week commencing closest to the signing of this contract, employees may be required to pay a portion of the Individual Premium of health insurance depending on their base annual salary as follows:

Less than or equal to $50,000	0%
Greater than $50,000 and less than $100,000	5%
$100,000 and above	10%

MECDHH/GBSD shall pay sixty percent (60%) of the cost of dependent premium for each eligible employee who selects dependent coverage. Part-time employees are eligible for pro-rated benefits.

ARTICLE 25. HOLIDAYS

A. The Information System Support Specialist shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Indigenous Peoples Day
Presidents' Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

Employees released from work on these holidays shall be paid for their regularly scheduled hours of work.

B. Any holiday falling on Saturday shall be observed on the preceding Friday and any holiday falling on Sunday shall be observed on the following Monday. Employees who work the calendar date and who are off on the observed date shall be paid their regular rate of pay for the calendar date only. Employees who work both the calendar date and the observed date shall be paid their regular rate of pay for the observed date only. A reasonable attempt shall be made not to schedule an employee for both the calendar date and the observed date of a holiday. Employees who are not scheduled to work either the calendar or the observed day of the holiday shall be given either another day off within the same pay period or a day's pay at the option of MECDHH/GBSD.

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C. Employees shall be eligible for holiday pay only if they were in pay status on their normal workday immediately preceding and their normal workday following the day and date on which the holiday is observed.

ARTICLE 26. JOB DESCRIPTIONS

Job descriptions will be provided annually. If any significant changes in job duty are proposed during the year, the staff person must be provided with 21 days' notice, unless emergency developments preclude the possibility of such notice.

ARTICLE 27. LABOR/MANAGEMENT COMMITTEE

MSEA, the Board and Administration are committed to ongoing, meaningful communications; joint problem-solving and building relationships in order to create and maintain a quality working environment. Therefore a Labor/Management Committee is established for the purpose of discussing issues of concern to MSEA, the Board and the Administration. The Committee shall be composed of one representative (and one alternate) from each MSEA bargaining unit and an equal number of representatives from the Administration. MSEA members will be appointed by the MSEA unit stewards and the administrative members will be appointed by the Executive Director. Appointments will be made by October 1 each school year. The Labor/Management Committee may be convened upon request of the Executive Director or unit steward/designee at a mutually agreeable time.

ARTICLE 28. LIFE INSURANCE

MECDHH/GBSD shall make available group life insurance for employees provided there is sufficient employee interest in such a program. Any such coverage shall be at the employee's own expense.

ARTICLE 29. MAINTENANCE OF BENEFITS

With respect to negotiable wages, hours and working conditions not covered by this Agreement, MECDHH/GBSD agrees to make no changes without appropriate prior consultation with the Association unless such practice was established pursuant to state law, rule, or other written directive or policy that no longer applies to MECDHH/GBSD procedures. It is understood by the parties that the Board has the authority to set educational policy, subject to a meet and consult requirement.

ARTICLE 30. MANAGEMENT RIGHTS

The MSEA agrees that the Board has and will continue to retain the sole and exclusive right to manage its operations, determine educational policy and retain all management rights, whether exercised or not, unless specifically abridged, modified or delegated by the provisions of this Agreement. Such rights include, but are not limited to, the right to determine the mission, location and size of all facilities and programs; the right to direct its work force; to administer the evaluation system; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing

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positions; to discipline and dismiss employees; to determine the size and composition of the work force; to eliminate positions; to make temporary layoffs at its discretion; to contract out for goods and services; to determine the operating budget of MECDHH/GBSD; to install new, changed or improved methods of operations; to relieve employees because of lack of work or for other legitimate reasons; to maintain the efficiency of the operations entrusted to them; and to take whatever actions may be necessary to carry out the mission of MECDHH/GBSD in situations of emergency.

ARTICLE 31. MILITARY LEAVE

Employees who are members of the National Guard or other authorized State military or naval forces, and those employees who are members of the Army, Air Force, Marine, Coast Guard or Naval Reserve shall be entitled to a leave of absence from their respective duties, without loss of pay, and shall accrue sick and annual leave and seniority during periods of annual training not to exceed seventeen (17) calendar days in any federal fiscal year, as specified by provisions of the National Defense Act or Armed Forces Reserve Act of 1952. To the extent possible, employees are requested to schedule their annual training outside of their scheduled work year.

ARTICLE 32. MSEA MEMBERSHIP PACKETS

Each newly hired employee eligible upon completion of six (6) months service for coverage by this Agreement shall be provided by the MSEA with a membership packet. MSEA shall be solely responsible for the material contained in such packets, which shall conform to standards contained in the Bulletin Boards Article. Any questions concerning the contents of these packets or MSEA programs shall be referred to MSEA. MECDHH/GBSD shall supply MSEA with employee data as specified in Article 18. MECDHH/GBSD shall also notify MSEA when employees come under coverage of this Agreement due to promotion reclassification, transfer or other change of status and those employees who have terminated their MECDHH/GBSD service within thirty (30) days of determination of such change.

MSEA shall indemnify and hold MECDHH/GBSD harmless against any and all claims, suits, orders or judgments brought or issued againstMECDHH/GBSD as the result of negligence in actions taken or not taken by MECDHH/GBSD under the provisions of this Article.

ARTICLE 33. MSEA RETIREMENT HANDBOOK

MECDHH/GBSD shall provide MSEA with the names of employees who make applications for retirement so that MSEA may forward a copy of their retirement handbook to such employees for informational purposes.

ARTICLE 34. NON-DISCRIMINATION

MECDHH/GBSD and MSEA agree that all forms of illegal discrimination, intimidation or harassment will not be tolerated. If proven, such actions will be grounds for discipline up to and including discharge.

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MECDHH/GBSD and MSEA agree that any disputes arising out of the provisions of this Article may be processed through the grievance procedure subject to MECDHH/GBSD 's right to have any such grievance considered at the appropriate level by MECDHH/GBSD's Affirmative Action Officer. This provision shall not preclude other legal remedies provided by law.

A. The provisions in this agreement are in addition to those as provided by law, regulation or statute.

B. MECDHH/GBSD agrees it will not discriminate on the basis of sexual orientation, race, creed, color, national origin, gender, gender identity or expression, marital status, parental status, pregnancy status, age, disability, weight, veteran status, participation in a grievance and/or compliant whether formal or informal, or hearing level and/or communication modality.

ARTICLE 35. OUTSIDE EMPLOYMENT

Employees may engage in other employment outside of their MECDHH/GBSD working hours so long as the outside employment does not interfere with their work and/or involve a conflict of interest with their MECDHH/GBSD employment. Whenever it appears that any such outside employment might constitute a conflict of interest, the employee is expected to consult with the Executive Director prior to engaging in such outside employment.

ARTICLE 36. PERSONAL TIME

Full Time Year-Round and School Year Employees covered under this contract shall be entitled to forty (40) hours of personal time per fiscal year. Personal time must be used in half (1/2) hour increments and a minimum of one (1) hour must be used for each absence. Year Round and School Year Part Time employees are entitled to a pro rated portion of personal leave.

A. Allowable Uses and Notice Requirements
   i. Planned Purpose: Employees shall provide at least five (5) days advanced, written notice to their supervisor to use personal leave. Personal leave will not be taken without prior approval. Supervisors are expected to review and respond to personal leave requests in a timely manner. In general, planned earned paid leave should not be used for more than three (3) consecutive work days.

   ii. Without prior permission from the Executive Director, planned personal leave cannot be used on the days immediately before and/or after a holiday or vacation period; or on any other days determined by the supervisor to conflict with operational needs. Any request for an exception (a significant, non- recurring event such as a wedding, high school or college graduation or taking a child to college) to the prohibition of using days before/after a vacation or holiday must be made in writing to the Executive Director at least ten (10) days in advance of the requested date. The Executive Director will give their written approval or denial of the request in writing.

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iii. Emergency Purpose: Personal leave may be used for a sudden emergency, sudden illness or injury, or other sudden necessity for which the employee does not have advance notice; is beyond the employee's control to schedule; and is otherwise unforeseeable. Examples include, but are not limited to, sudden illness or injury; car accident; unanticipated child care closure; or residential issues such as burst pipes. In such cases, the employee is required to notify their supervisor as soon as practicable in the circumstances. The supervisor may request documentation demonstrating the necessity of using personal leave if an employee requests such leave for three consecutive days or more.

iv. Requests for personal leave use will not be unreasonably denied.

B. Personal leave days shall not be carried forward from year to year. Any personal days that an employee does not use may be converted to sick leave at the end of the year, provided the employee has not reached the maximum sick leave accumulation.

ARTICLE 37. PERSONAL SERVICES

No employee shall be required to perform services of a personal nature.

ARTICLE 38. PERSONNEL FILES

A. An employee, upon written request to or after prior arrangement with the Executive Director or Director of HR shall be permitted to review their personnel files. Such review shall take place during normal office hours and shall be conducted under the supervision of Human Resources. An employee may review their personnel files at reasonable times during their regular work hours if such review does not require travel out of the normal work area or disrupt operations and/or the educational program. An employee shall be allowed to place in such file a response of reasonable length to anything contained therein which the employee deems to be adverse.

i. A written follow-up by the appropriate supervisor or administrator shall occur one year or more after a written reprimand upon written request by the employee.

B. An employee's personnel file shall include, but not be limited to, all memoranda and documents relating to such employees which contain commendations, employee performance appraisals or ratings and records of training programs completed.

C. Upon request an employee shall be provided a copy of any or all materials in their personnel files within ten(10) days of receipt of the written request, provided that such copies shall be provided at the employee's expense. Copies of material added to the employee's personnel file after the effective date of this Agreement shall be furnished at MECDHH/GBSD's expense and sent to each employee simultaneously with it being placed in their personnel file.

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ARTICLE 39. PROBATIONARY PERIOD

After a probationary period of three years, subsequent contracts of Professionals in this unit shall be for two years unless notice of non-renewal is provided six months prior to the conclusion of the contract. Professionals shall be employed in accordance with the provisions of the employment statute (20-A M.R.S.A. § 13201).

ARTICLE 40. RESIGNATIONS

An employee may resign in good standing by giving written notice to the Executive Director at least 60 calendar days prior to the effective date of the resignation. If less than 60 days' notice is given for a resignation during the school year, the Executive Director reserves the right not to release the employee before the 60 days are completed.

An employee may, at the sole discretion of the Executive Director, withdraw their resignation up to ten (10) calendar days after the date the resignation was submitted.

ARTICLE 41. RESPONSIBILITIES OF THE PARTIES

MECDHH/GBSD and MSEA acknowledge the rights and responsibilities of the other party and each agrees to discharge its responsibilities under this Agreement. The MSEA, its officers and representatives at all levels, and all employees are bound to observe the provisions of this Agreement. The Board and its officers and representatives at all levels are bound to observe the provisions of this Agreement.

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

A. Exclusive Negotiations. The Board will not bargain collectively or meet with any employee organization other than MSEA with reference to terms and conditions of employment of employees covered by this Agreement. If any such organizations request meetings they will be advised by the Board to transmit their requests concerning terms and conditions of employment to MSEA.

B. Employees' Rights. There shall be no interference, intimidation, restraint, coercion or discrimination by either the Board or MSEA as a result of the exercise by any employee within the bargaining unit of their statutory rights related to membership in MSEA or any other right granted under the Municipal Public Employees Labor Relations Act.

C. Fair Representation. MSEA acknowledges its statutory responsibility to represent and handle grievances for all employees within the bargaining unit. MECDHH/GBSD shall not be responsible for actions taken or not taken by MSEA with respect to its responsibility to provide fair representation.

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D. Efficient Public Service. MECDHH/GBSD and MSEA acknowledge their mutual responsibility to encourage and foster efficient and economical service in all activities of MECDHH/GBSD involving employees. The parties recognize the responsibility of employees to perform the duties assigned to them in an efficient and expeditious manner. The parties further recognize the responsibility of MECDHH/GBSD to promote a working environment and a quality of work life conducive to achievement of these goals.

E. Settlement of Grievances. The applicable procedures of this Agreement shall be followed for the settlement of all grievances, except for provisions specifically excluded from the grievance procedure. All grievances shall be considered carefully and processed promptly.

ARTICLE 42. RETIREMENT CONTRIBUTION REFUNDS

Refund of an employee's accumulated contributions to the Member's Contribution Fund of the Maine Public Employees Retirement System shall be made within the time frame provided by law. Currently, refunds shall be made within sixty (60) days after receipt by the System of an application for refund.

ARTICLE 43. RULES AND REGULATIONS

In the event of a conflict between the provisions of this Agreement and Board policies or MECDHH/GBSD rules, as they now exist or may be from time to time amended, the provisions of this Agreement shall apply.

ARTICLE 44. SABBATICAL LEAVE

A. Terms Of Sabbatical Leave
Sabbatical leave shall be for purposes of study, research, or travel that will be beneficial for MECDHH/GBSD and will enhance the knowledge and/or enrich the professional experience of the applicant. Such leave may be granted under the following terms and conditions:

i. Sabbatical leave may be granted for a period not to exceed one fiscal year. Sabbatical Leave is unpaid. In order to be eligible for sabbatical leave one must have five years of continuous employment at MECDHH/GBSD.

ii. All health and dental insurance benefits currently in effect at the time of the Board's approval of the sabbatical leave shall be granted to the employee for the length of the sabbatical. No changes to health and dental benefits, other than those resulting from life events, can be made after the Board's approval. The employee will continue to be responsible for their co-payment, which must be received in full by MECDHH/GBSD prior to leaving on the sabbatical. Sick, vacation, and personal leave balances would remain at the same levels while on sabbatical. They would not accrue while on sabbatical. There would be no break in service for calculating seniority while on sabbatical.

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iii. Employees granted sabbatical leave shall, before the beginning of said leave, enter into a written agreement with MECDHH/GBSD that upon termination of sabbatical leave the employee shall return to MECDHH/GBSD for one (1) year of employment. If the employee chooses not to return for that year, the employee will return the cost of the sabbatical health insurance benefits in full, pro-rated if applicable, to MECDHH/GBSD, within sixty (60) days of the termination of the sabbatical leave, unless otherwise agreed to.

iv. Upon completion of the sabbatical leave the employee shall provide a written summary and presentation of the work undertaken during sabbatical leave to the Administration. During sabbatical, the employee will be expected to make scheduled contact with their supervisor regarding the work they are doing while on sabbatical.

B. Application and Approval

i. No later than December 1st of each school year prior to the date of the requested leave, the employee shall submit to the Executive Director a written proposal outlining the duration and purpose for which the sabbatical leave is sought. In unusual circumstances the deadline may be waived. Sabbatical leave is not to exceed one (1) fiscal year from when it starts.

ii. The Executive Director will bring their recommendation as to whether or not the sabbatical should be granted to the Board at their February Board Meeting. It is at that meeting that a presentation will be made regarding the requested sabbatical. The Executive Director will forward the employee a written statement of approval or disapproval of the leave, with reasons for the decision, no later than March 1st

iii. No more than one employee may be on sabbatical at the same time.

C. Return from Leave

i. After completion of sabbatical leave, or any period thereof, the employee shall be entitled to return to their previous position. If the employee's position has been abolished during any such leave, they shall be notified and allowed to exercise their rights under Article 45 of this agreement.

ARTICLE 45. SCHOOL VEHICLES AND EQUIPMENT

A. No employee shall be required to operate any MECDHH/GBSD vehicle or equipment which is unsafe. An employee shall not be subject to any penalty or disciplinary action because of failure or refusal to operate or handle any equipment which they reasonably believe to be in an unsafe condition. In any such circumstance an employee shall call the matter to the immediate attention of their supervisor for proper action.

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B. MECDHH/GBSD will ensure that all MECDHH owned or leased passenger vehicles will be equipped with studded snow/winter tires by or on Nov. 1" of each year.

ARTICLE 46. SENIORITY, REDUCTION OF FORCE AND VACANCIES

A. Definition

i. Seniority for the purposes described herein is defined as continuous employment since the last date of hire. Employees shall attain seniority upon completion of their probationary period retroactive to the date of initial hire. When two or more employees have the same length of continuous employment, the employee with the greater total length of employment in the bargaining unit shall be deemed to have the greater seniority. When two or more employees have the same length of total employment in the unit, the employee with the greater total teaching and/or relevant employment experience (used in placement on the salary scale) shall be deemed to have the greater seniority.

ii. When calculating seniority, a part-time employee's years of service will be pro-rated based on full-time equivalent (FTE) status.

iii. Seniority shall be broken only as provided in paragraph 4 of this Section. An employee shall continue to accrue seniority during any period while they are on layoff and subject to the recall provisions of this Article, during military leave, leaves occasioned by incapacity from work and during any period of an authorized leave of absence except those pursuant to the Unpaid Personal Leaves of Absence Article.

iv. Lists of employees by seniority in their current classifications and impact area shall be posted on the appropriate MECDHH/GBSD bulletin boards by October 1a each year and shall be provided to MSEA simultaneously. MSEA must notify the Executive Director within 30 calendar days of any disagreements with the list. Any changes to the list, other than those changes resulting from the disposition of disagreements reported during the review period will be made with the approval of the Executive Director.

v. An employee shall lose their seniority if they:

a. Voluntarily resigns;
b. Is dismissed for just cause;
c. Is laid off and not recalled for work within two (2) years from the date of layoff;
d. Fails to return to work or supply a satisfactory reason for not reporting within five (5) workdays of being recalled to work from layoff. Written notice of recall shall be sent by regular mail to the employee's last known address.
e. Fails to return after a leave of absence;
f. Is a probationary employee who is not nominated for another contract or a continuing contract employee who is non-renewed.

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vi. Layoffs and recalls to work for a period of three (3) working days or less are temporary and not subject to the provisions of this Article.

B. Impact Areas

The following impact areas shall be used:

i. Grade Pre-K Teachers
ii. Grade K-8 Teachers
iii. High School Teachers(9-12)
iv. Social Workers
v. Information System Support Specialists
vi. Coordinators
vii. ASL Specialists
viii. Occupational Therapists
ix. Speech Language Pathologists
x. Educational Audiologists
xi. Early Interventionists
xii. Outreach Providers
xiii. Special Education Specialist

Employees who work in more than one impact area will be listed in the impact area în which they spend the most time in the regular day. The Board has the right to establish and add a new impact area for any new program which does not fit into an existing area.

C. Layoffs

When the Board determines that a reduction in force is necessary, implementation of that reduction in force will proceed as follows:

i. If the Board is contemplating the elimination of any bargaining unit positions, MSEA will be notified. The Board will meet and consult with MSEA upon request prior to a decision to eliminate any bargaining unit position(s).
ii. The Board determines which positions in each impact area are to be abolished or funding eliminated.
iii. The least senior employee(s) in the affected impact area shall be laid off except as modified hereafter. The least senior employee in an impact area may be retained and a more senior employee laid off when the least senior employee has more qualifications and ability than a more senior employee relative to the programs and services to be offered. Such comparison shall be made in inverse order of seniority. In such an instance, the first employee who has fewer qualifications and abilities than the least senior employee shall be the employee laid off.

    a. Qualifications and abilities referred to above shall be determined by certifications, training (courses, workshops, etc.), licensure which meet the program/service needs in the impact area, advanced degrees related to

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program/service needs, experience (within or outside MECDHH/GBSD); and contributions to MECDHH/GBSD.

b. The application of qualifications and abilities referred to above shall be determined by the Board and shall not be subject to review except for arbitrary and capricious action.

iv. More senior employees who occupy positions that are abolished or for which funding is eliminated will be offered reassignment to any vacant positions in other impact areas, in order of seniority, provided they are qualified and able to perform the duties of the position they select.

v. A part-time employee cannot displace a full-time employee.

D. Notice of Layoff

Employees to be affected by pending layoff shall be given written notice as soon as practicable but at least ninety (90) calendar days before the effective date of the layoff. Copies of any notices from MECDHH/GBSD to employees under this provision shall be given simultaneously to MSEA.

E. Recalls

A recall register shall be established for each impact from which any employee has been laid off. An employee who is notified of layoff will be placed on the recall register for their impact area. Any vacancy occurring in that impact area shall be offered first to the employees on the recall register. Recalls to work shall be made as follows:

i. To the most senior employee in the impact area who possesses the qualifications to perform the duties of the position;

ii. Employees who refuse recall shall be removed from the recall register.

F. Filling Vacancies

The Board agrees to give notice of vacancies in the bargaining unit and to consider the applications of internal candidates from the bargaining unit for vacant positions as follows:

i. All vacancies shall be posted for ten (10) workdays. Postings will be made at all MECDHH/GBSD locations, on MECDHH/GBSD website and on the employee portal. Notice of vacancies shall include a description of the job, pay rate, required qualifications and abilities, and application deadline and requirements.

ii. Any employee wishing to be considered for the vacancy shall comply with the applicable application deadline and requirements.

iii. All qualified employees within the bargaining unit who apply for a vacancy shall be given the opportunity for an interview.

iv. The Executive Director's decision as to who shall fill a vacancy shall be final.

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G. Health Insurance Coverage for Laid off Employees
Employees who have been laid off shall be eligible to participate at their cost in group health insurance as allowed by the health insurance contract and/or law at that time. Employees who desire to maintain group health insurance in accordance with this Article must so notify the Director of HR in writing as provided by the law in effect at the time of the layoff. Failure to make payments as required shall result in cancellation of insurance.

ARTICLE 47. SEVERABILITY

In the event that any Article, section or portion of this Agreement is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or shall have the effect of a loss to MECDHH/GBSD of funds or property or services made available through state or federal law, then such specific Article, section or portion specified in such decision or which is in such conflict or having such effect, shall be of no force and effect. Upon the issuance of such a decision, if either party requests, the parties shall negotiate a substitute for such specific Article, section, or portion thereof, provided that the remainder of this Agreement shall continue in full force and effect. The parties agree to use their best efforts to contest any such loss of state or federal funds which may be threatened.

ARTICLE 48. SICK LEAVE

Section A. Sick Leave

A. Sick leave credit shall be earned at the rate of seven (7) hours per calendar month of service. Sick leave shall be earned from the employee's first date of work. Sick leave credit shall be earned for any month in which the employee has been in pay status for ten (10) or more workdays. A part-time employee shall earn sick leave in the same proportion as their part-time service bears to full-time service. For new hires only, they shall receive two (2) days of sick credit leave upon hire. These days are to be considered "front-loaded" or issued in advance. Upon reaching their third month of employment and having been in pay status for ten (10) or more workdays in that third month they shall again be eligible to earn sick leave credit.

   An employee may accumulate unused sick leave up to a maximum of one thousand forty (1040) hours. However, the amount of unused sick leave accruals which can be credited towards MECDHH/GBSD service for retirement purposes shall be seven hundred twenty (720) hours. When the maximum limitation has been accumulated, hours that would normally thereafter be earned shall lapse but shall be recorded by the Human Resources Office. Any employee who has such lapsed sick leave to their credit may apply to the Executive Director to have up to one hundred forty (140) hours of the sick leave restored in the event of an extended illness. The Executive Director at their discretion may authorize restoration of such lapsed sick leave after thorough investigation, including complete medical reports of the illness requiring the continued absence of the employee. The Executive Director's decision regarding the use of lapsed sick leave shall be final.

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B. Sick leave may be used for illness, necessary medical or dental care that cannot be scheduled during non-work hours, or other disability of the employee. Sick leave must be used in half (1/2) hour increments and a minimum of one (1) hour must be used for each absence. -Seventy (70) hours of sick leave per year may be used for a member of the employee's immediate family which requires the attention or presence of the employee. Immediate family as used in this Article shall mean the employee's spouse or partner, the parents of the spouse, the parents, stepparents, guardian, children, stepchildren, brothers, stepbrothers, sisters, stepsisters, wards, grandparents and grandchildren of the employee. For the purposes of this Article, "partner" means that a relationship exists between two people, neither of whom is married, that is intended to remain indefinitely and where there is joint responsibility for each other's common welfare, there are significant shared financial obligations, and there is a shared primary residence. This relationship must have existed for at least one (1) continuous year before benefits under this Article may be provided.

   Employees shall consult with the Human Resources Office to determine if they are eligible for benefits available under the federal or state family medical leave statutes. A medical examination or doctor's certificate may be required on account of use of sick leave for five (5) or more consecutive workdays, or because of repeated absences on days preceding or days following a holiday or weekend. When a medical examination or doctor's certificate is required on account of use of sick leave in excess of five (5) consecutive workdays, MECDHH/GBSD shall pay the difference between the cost of obtaining such certificate and the amount covered by insurance.

C. Notifications of absence under the provisions of this Article shall be given as soon as possible on the first day of absence or as soon thereafter as circumstances permit.

D. Any employee returning from layoff shall have the unused sick leave accrued as of the time of layoff restored upon their reinstatement.

Section B. Sick Leave Bank

The purpose of the sick leave bank is to provide potential additional sick time for members who, because of serious prolonged illness or unexpected necessary medical care have (or will as a result of their medical condition) exhausted their accumulated sick leave. The intent of the sick leave bank is not for use of common colds, flu, or elective surgery. Similarly, sick leave bank days will not be used for maternity leave, barring extenuating medical complications.

The bank will be administered by a committee composed of two representatives from Management and two representatives designated by MSEA. A majority vote of the committee shall be required for any days to be granted. The committee shall report to the Board, the Association and the employees annually, indicating the use of the sick leave bank. The committee may submit recommendations for modification to the operation of the sick leave bank to the Board and the Association. If the recommendations are ratified by the Board and the Association, the recommendations shall be implemented.

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In order to participate in the sick bank one must be covered by a collective bargaining agreement or be a confidential employee. Participation is voluntary; however, one must initially donate seven (7) hours of sick leave to the bank to join. Open enrollment is from September 1st to October 1* of each year. New hires can join the bank within 30 days of becoming eligible to earn sick time.

Employees will continue to donate on a rotating basis, alphabetically, until the bank is built up to a minimum of three hundred and twenty (320) hours. After donating the minimum of seven (7) hours an employee can pass and the rotation will continue until the bank reaches the minimum of three hundred and twenty (320) hours. Employees at any time may donate excess sick time hours over one thousand forty (1,040) that would normally otherwise lapse.

Employees who are retiring from the MECDHH/GBSD may donate sick time over seven hundred and twenty hours, which is the maximum amount that can be credited towards MECDHH/GBSD service for retirement purposes.
bank.

Any employees resigning from MECDHH/GBSD may donate their unused sick time to the

The maximum accrual for the bank will be four hundred and eighty (480) hours. However, the bank can exceed the maximum accrual in order to accommodate each qualified employee that wants to be a member of the sick leave bank.

If the bank stays at the maximum there will be no need to replenish the bank. If it drops below the minimum it will need to be replenished. It will be replenished in the same manner in which it was established starting with the next person on the alphabetical list.

Minimum withdrawal per participant from the bank is twenty-one (21) hours annually. The maximum withdrawal per participant from the bank is one hundred and - forty (140) hours annually.

Sick leave bank hours may be used for the necessary medical care of a member of the employee's immediate family which requires the attention or presence of the employee. Immediate family for the purposes of the sick leave bank shall mean spouse, partner, child, parents, or other dependents living in the employee's home for whom they are the primary caregiver.

A part-time employee may participate in the bank and make a pro rata donation of sick leave hours to the bank and, if a request is granted, shall receive pro rata benefits.
If the sick leave bank does not reach the minimum hours required the bank will cease to exist for that school year.

A person withdrawing from membership from the bank will not be able to withdraw their contributions.

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ARTICLE 49. STORM AND SCHOOL CLOSURE DAYS

The Parties agree that employee safety is a top priority and the intent of this article is to ensure that employees should not be required to travel in unsafe driving conditions.

A. Year-Round Employees

When Mackworth Island pre-school is closed due to hazardous weather conditions, year- round employees (other than the snow removal crew) will be allowed to work remotely while the hazardous traveling conditions exist.

If there are bona fide reasons that prevent a year-round employee from working remotely on a hazardous weather closure day (such as child care issues) the employee may utilize available personal days, accrued comp time, or vacation days. In such circumstances, the employee shall notify her/her supervisor of their absence in a timely fashion and shall designate her/her election on their time card.

In extreme hazardous weather conditions, the Executive Director may direct employees not to report to work and not to work remotely, and employees shall be paid their regular compensation for the day.

B. School Year Employees

Program/MECDHH/GBSD affiliated employees will follow the closing procedures in place at the school/office at which they are assigned.

ARTICLE 50. UNION MEMBERSHIP AND DUES DEDUCTION

A. Union Membership
   i. Membership in MSEA-SEIU is not a condition of employment with MECDHH/GBSD.
   ii. Employees in positions covered by this Agreement may become members in MSEA-SEIU or drop their membership at any time, including during their first six (6) months of employment, by providing a written request to MSEA-SEIU.
   iii. MSEA-SETU is solely responsible for processing any change to membership status.
   iv. MSEA-SEIU shall promptly notify MECDHH/GBSD of any validly executed membership application or request to drop membership.
   v. In the event that MECDHH/GBSD receives a membership application or a request to drop membership directly from an employee, it shall promptly forward such application or request to MSEA-SEIU for processing.
   vi. It may take up to four (4) weeks to process a validly executed membership application or request to drop membership.

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B. Payroll Deduction

i. MSEA-SEIU shall have exclusive rights to payroll deduction of membership dues, premiums for current MSEA-SEIU sponsored insurance programs, and voluntary contributions to Political Action by Service Employees and Retirees ("PASER"). Deductions for other programs may be mutually agreed to by the parties.

ii. MECDHH/GBSD agrees to deduct MSEA-SEIU membership dues, insurance premiums, and contributions to PASER from the pay of those employees, including employees in their first six (6) months of employment, who execute a revocable written authorization for such payroll deductions, including electronic authorizations executed in accordance with Maine's Electronic Signature law, 10 M.R.S. $9407.

iii. Employees who have already authorized such deductions shall not be required to submit new authorizations upon the execution of this Agreement.

iv. A validly executed authorization for payroll deduction is an agreement between the employee and MSEA-SEIU, MECDHH/GBSD agrees that it shall rely solely upon MSEA-SEIU for notice of such authorizations or cancellations or changes thereto.

v. MSEA-SEIU shall notify MECDHH/GBSD, through the applicable agency payroll clerk, or any such authorizations, cancellations, or changes thereto.

vi. It may take up to four (4) weeks to process a validly executed authorization for payroll deduction or cancellations or changes thereto.

vii. Any change in the amounts to be deducted shall be certified to the Director of Human Resources by the Treasurer of MSEA-SEIU at least thirty (30) days in advance of the change. The aggregate deductions of all employees shall be submitted to MSEA-SEIU together with an itemized statement as soon as practicable but no later than ten (10) workdays after such deductions are made.

C. Indemnification

MSEA-SEIU shall indemnify and hold MECDHH/GBSD harmless against any and all claims, suits, orders, or judgments brought or issued against the Judicial Branch as the result of the action taken or not taken by the Judicial Branch under the provisions of this Article.

ARTICLE 51. UNPAID PERSONAL LEAVES OF ABSENCE

A. Any employee may apply for an unpaid personal leave of absence. Leave pursuant to this provision may be for a period not exceeding twelve (12) months. Such leave may be granted at the sole discretion of the Board when the Board determines the leave is profitable to MECDHH/GBSD, essential to the well-being of the employee, and the Board is able to secure a replacement for the employee for the leave period. Employees must consult with Human

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Resources to determine if they are eligible for benefits available under the state or federal family medical leave statutes if the request for leave is related to personal or family illness. Any personal leave of absence that also qualifies for federal or state family and medical leave must be taken concurrently with FMLA leave and will be paid to the extent that the employee has accrued paid leave. The balance of the personal leave of absence will be unpaid. Except during any period covered by the use of applicable paid leave and/or federal FMLA, retention of insurance benefits shall be at the employee's expense.

B. All requests for such leave and responses shall be in writing. The application for leave must specifically state the reasons for such application and the length of time requested. The employee is required to notify the Executive Director by a pre-determined date whether or not they will return to work. If the employee does not provide the required notification, they will be deemed to have resigned their position.

C. After completion of a period of personal leave of absence, the employee shall be entitled to return to their previous position or a comparable position. If the employee's position is abolished during any such leave, they shall be notified and allowed to exercise their rights under Article 45 of this Agreement.

D. Any leave of absence granted pursuant to this Article may be canceled by the Board at any time for good reason upon written notice to the employee by certified mail to the last address supplied by the employee, specifying a reasonable date of termination of the leave and the reason for cancellation.

E. If the leave of absence is for medical reasons, the Executive Director may, from time to time, require the employee to submit a certificate from the attending physician or a designated physician. If a certificate from a physician other than the attending physician is required, MECDHH/GBSD shall pay the difference between the cost of obtaining such certificate and the amount covered by insurance.

ARTICLE 52. USE OF SCHOOL FACILITIES

Where there is available appropriate meeting space in buildings used by MECDHH/GBSD, MSEA shall be allowed reasonable use of such space at reasonable times for specific meetings, including space suitable for meetings in private between MSEA staff representatives or stewards and employees in the investigation and processing of grievances. Advance arrangements for the use of MECDHH/GBSD facilities shall be made with the Executive Director or their designee, consistent with applicable Board policies and rules concerning use of facilities. MSEA shall reimburse MECDHH/GBSD for any additional expense incurred in allowing use of such space. No other employee organization, except such as have been certified or recognized as the bargaining agent for other MECDHH/GBSD employees, shall have the right to meeting space in MECDHH/GBSD facilities for purposes pertaining to terms and conditions of employment of employees.

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The use of MECDHH/GBSD facilities for meetings shall be in non-work areas or where work is not in progress. Other than meetings in private between MSEA staff representatives or stewards and employees in the investigation and processing of grievances, all meetings in MECDHH/GBSD facilities shall be during the off-duty time of employees attending and, in all instances, attendance shall be voluntary. Arrangements for any meetings in MECDHH/GBSD facilities will be made so as to avoid interference with MECDHH/GBSD's operations and/or educational program, or violation of MECDHH/GBSD's security program.

ARTICLE 53. VACATION

A. The Information Systems Support Specialist is eligible for vacation. Employees eligible for vacation shall earn it on the following basis. Seven (7) hours shall be earned for each completed full month of service during the first year of service with MECDHH/GBSD. Thereafter, providing continuous employment, vacation will be earned as follows:
   1-3 years = 15 days
   4-10 years = 20 days
   11-15 years = 25 days
   16+= 30 days

B. Employees shall be entitled to use vacation leave credits at times that do not conflict with the operational or educational needs of MECDHH/GBSD. Requests for use of vacation leave credits shall not be unreasonably denied. In the event of conflict among employees in scheduling such vacation leave, seniority shall govern.

C. Except in cases of emergency, no employee shall be required to work during vacation. Employees shall be paid a vacation advance for scheduled periods of vacation of one (1) week or more provided they submit written requests for such advance three (3) weeks prior to the pay day on which they want to receive payment.

D. Time during which an employee is excused from work because of holidays or other leave with pay shall be considered as time worked for the purpose of computing vacation leave credit.

E. Employees with fewer than four (4) years of continuous MECDHH/GBSD service shall be entitled to accumulate one hundred sixty (160) hours of unused vacation; employees with four (4) to fewer than eleven (11) years of continuous service shall be entitled to accumulate two hundred (200) hours of unused vacation; employees with eleven (11) to fewer than sixteen (16) years of continuous service shall be entitled to accumulate two hundred forty (240) hours of unused vacation; employees with sixteen (16) to fewer than twenty (20) years of continuous service shall be entitled to accumulate two hundred eighty (280) hours of unused vacation; and employees with twenty (20) or more years of continuous service shall be entitled to accumulate three hundred twenty (320) hours of unused vacation. Employees will be paid for any accrued vacation leave upon separation of employment.

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ARTICLE 54. WORK RULES

The Executive Director may change or adopt work rules during the term of this Agreement but such changed or adopted work rules shall not be inconsistent with the terms and provisions of this Agreement. Whenever such work rules are to be changed or adopted, they shall be posted on bulletin boards for seven (7) days before they are to become effective, except in an emergency. Simultaneously with such posting a copy of the same shall be forwarded to MSEA. Upon request by MSEA, the Executive Director or their designee will meet and consult with MSEA on the proposed changed or new rules.

ARTICLE 55. WORK STOPPAGE AND SLOWDOWN

Employees within the bargaining unit, MSEA and its officers at all levels, agree that they will not instigate, promote, sponsor, condone or engage in any work stoppage, sympathy work stoppage or slowdown.

"Work stoppage" means a concerted failure by employees to report for duty, a concerted absence of employees from work, a concerted stoppage of work, or a concerted slowdown in the full and faithful performance of duties by a group of employees.

The officers of MSEA, at all levels individually and collectively, agree that it is their continuing obligation and responsibility to maintain compliance with this Article, including the remaining at work during any interruption or slowdown of work which may take place.

ARTICLE 56. WORKERS' COMPENSATION

MECDHH/GBSD shall make every possible effort to promptly pay all compensation awards in accordance with the decisions of the Workers' Compensation Commission. Upon each award of the Workers' Compensation Commission, interest shall be assessed from the date on which the petition is filed at a rate of six percent (6%) per year, provided that if the prevailing party at any time requests and obtains a continuance for a period in excess of thirty (30) days interest will be suspended for the duration of the continuance, From and after the date of the decree, interest shall be allowed at the rate of ten percent (10%) per year.

Where an employee has been unable to work for one year, the employee may be terminated from his or her position. Such termination shall not be considered disciplinary in any way. If the employee later becomes capable of performing the job duties of the position from which they were terminated, the employee may return to that position if it is vacant. If that position is filled, unfunded, or no longer exists, then the employee shall be entitled to be placed in a vacant position or the next available position if no such vacancy exists in the same classification for which the employee is qualified, and shall be treated as if on layoff status.

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Prior to possible termination after one year on compensation, an employee will receive at least a ninety (90) day notification of the termination process and, at the same time, will be requested to provide an updated, current medical report which assesses their ability or tolerance to return to their last position. Should the medical report indicate potential fitness to return to work in the position formerly held within six (6) months of the employee's one (1) year date on workers' compensation, the for termination date will be projected ahead to the specified date in the medical report, but in no case, a period of more than six (6) months on a "one-time only basis". The termination date will then become the date established beyond the one (1) year anniversary and will become the automatic date of termination unless the employee returns to work able to perform the duties of the job. However, reasonable accommodations will be made for employees who are disabled.

If an employee who is terminated pursuant to this Article is eligible for and makes application for disability retirement, MECDHH/GBSD shall continue to provide group health insurance in accordance with the terms of this contract until the employee receives their first disability retirement check or until six (6) months after the termination, whichever occurs first.

In the event that any employee who has been terminated pursuant to this Article regains a work capacity and returns to work, the employee shall not lose the benefit of any prior years of MECDHH/GBSD service immediately preceding their termination, for purposes of seniority, vacation accrual rate (if applicable) and restoration of sick leave credits.

ARTICLE 57. DUTY-FREE LUNCH

Whenever practicable, all employees in the unit shall receive a duty-free lunch of thirty (30) minutes.

ARTICLE 58. HOURS AND WORK SCHEDULES

A. Each employee shall be provided with their work assignment and work schedule with the understanding that either may be modified to meet the operational needs of MECDHH/GBSD.

B. Every practical effort will be made to equitably treat employees whose jobs require that they work irregular or frequently changed hours, shifts or workweeks.

C. An employee will be given at least twenty-one (21) calendar days' notice prior to the effective date of the change in their individual schedule unless emergency developments preclude the possibility of such notice.

D. All times during which an employee is required to be on active duty shall be considered hours worked.

E. Employees who perform excessively dirty work or who work with toxic or noxious material shall be allowed five (5) minutes personal wash-up time before regularly assigned meal periods and at the end of their workday.

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F. School year employees will follow the school year calendar.

G. Full time school year professional staff will work a minimum of 35 hours over a five- day work week, weekly.

H. Professional staff members will be required to attend all after school and before school meetings scheduled for program, student, and organizational purposes.

I. Teachers, therapists, and specialists are required to arrive 15 minutes prior to the scheduled student arrival time at their worksite. They are required to depart no earlier than 15 minutes after the scheduled student departure time at their worksite.

J. Teachers, therapists, and specialists assigned to the preschool program are required to arrive 15 minutes prior to the scheduled student arrival time. The preschool has varied end times for students. Therefore, end time schedules will be determined in conjunction with the Department head.

K. In recognition of the fact that ECFS/PSO staff are often required to work non- traditional hours, daily start and end times may vary depending on program and student needs. Therefore, end time schedules will be determined in conjunction with the Department head.

L. Part time staff will work the hours specified per their individual contract. Part time staff are required to arrive a minimum of 15 minutes prior to the start of their scheduled work time with students. They are required to depart a minimum of 15 minutes after their scheduled work time with students.

M. Part time staff will attend the all-staff meetings.

ARTICLE 59. TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2025 through and including June 30, 2028. Either party shall give 120 days' written notice of a desire to negotiate a new collective bargaining agreement or to modify this Agreement.

ARTICLE 60. CERTIFICATIONS

All employees in the bargaining unit have the responsibility to provide proof of certifications and licenses to MECDHH/GBSD upon request.

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ARTICLE 61. THE MAINE PAID FAMILY MEDICAL LEAVE ACT (PFML)

MECDHH/GBSD and employees shall split equally the premium cost of the PFML (currently 1% of an employee's wages). The employee's part of the premium (currently 0.5% of an employee's wages) shall be deducted from an employee's pay. As allowed by the PFML, MECDHH/GBSD may apply for permission to substitute a private plan (either self-funded or insured) from the Maine Department of Labor (MDOL), with the discretion to implement the plan following its approval by MDOL. If the PFML is materially changed before the May 1, 2026 implementation of benefits, then the parties agree that either party may reopen the applicable parts of this Agreement regarding PFML (and other paid leaves under this Agreement) to bargain the impact of the changes to the PFML.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

MAINE SERVICE EMPLOYEES ASSOCIATION - SEIU, PROFESSIONAL AND SUPERVISORY BARGAINING UNIT

Signed by:
Katherine Duncan
A14DC11AAC024CD...
Katherine Duncan, Union Steward — Date: 9/2/2025

Signed by:
Katrina Ray-Saulis
1375251EDAE74A6...
Katrina Ray-Saulis, Chief Negotiator — Date: 9/2/2025

MAINE EDUCATIONAL CENTER FOR THE DEAF AND HARD OF HEARING/GOVERNOR BAXTER SCHOOL FOR THE DEAF

Signed by:
D6315B1EAD1647A...
Steve Connolly, Executive Director — Date: 9/2/2025

DocuSigned by:
Thomas Minch
B483C492B3BF4C2...
Thomas Minch, Board Chair — Date: 9/2/2025