

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
QUAMPHEGAN EDUCATION ASSOCIATION
NURSES' UNIT
AND
M.S.A.D. #35 BOARD OF DIRECTORS
SEPTEMBER 1, 2018 - AUGUST 31, 2021
NURSES

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ARTICLE I
PREAMBLE

This Agreement has been entered into between the Quampegan Education Association and the Board of Directors of Maine School Administrative District #35 as follows:

ARTICLE II
RECOGNITION

The Board recognizes the Quampegan Education Association, hereinafter called the Association, as the sole and exclusive bargaining representative as defined under the State of Maine Public Employees Labor Relations Law, Chapter 9-A, Title 26, M.R.S.A., for the bargaining unit consisting of all full-time educational specialists certified as nurses with endorsement 524, employed by MSAD #35 who are public employees.

ARTICLE III
PROCEDURES FOR CONDUCTING NEGOTIATIONS

- A. The parties agree to bargain in accordance with the procedures outlined in Title 26, Chapter 9-A, M.R.S.A.
- B. This signed agreement shall be accepted as written notice for collective bargaining in future years as required under State of Maine Public Law Chapter 424, Section 965.

ARTICLE IV
GRIEVANCE PROCEDURE

- A. Purpose
 - 1. For the purpose of this Agreement the following procedure is to secure at the lowest possible level solutions to disagreements or disputes between the Board and any nurse or group of nurses involving only an alleged violation of language of a provision of this agreement as it relates to interpretation, meaning or application except provisions expressly excluded from the grievance procedure contained in this agreement.
 - 2. Nothing herein contained shall be construed as limiting the right of any nurse having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without intervention of an education association representative, provided the adjustment is not inconsistent with the terms of this agreement. At the request of a nurse, an association representative may accompany the nurse during informal discussions with any member of the administration.
- B. Definitions
 - 1. A **grievance** is a claim based upon an event or condition where there is a disagreement or dispute as to the interpretation, meaning or application of any of the provisions of this agreement.
 - 2. An **aggrieved person** is the nurse or nurses making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

3. A **party in interest** is the nurse or nurses making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. **Days** shall mean working school days.
5. **Nurse** - Whenever the term “Nurse” is used, unless otherwise expressly provided or clearly indicated by the context of this agreement, it shall refer to all full-time nurses employed by MSAD #35.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be changed by mutual written agreements.
2. Grievances in process at the end of the school year shall be processed throughout the summer and summer vacation business days shall be considered “days” as defined by this article.

D. Procedure

1. Level One

- a. Grievances to be considered under this Article must be initiated within twenty (20) days of the occurrence of the event or condition giving rise to the grievance or they shall be deemed waived. If an aggrieved person has elected to discuss the matter informally as previously stated in the Purpose Section of this Grievance Procedure and is not satisfied with the outcome of informal discussions, he/she may present the claim as a formal grievance in writing to his/her principal or other appropriate authority within the same twenty (20) days as identified above.
- b. Said appropriate authority shall within five (5) days after receipt of written grievance, render his/her decision and the reasons therefore in writing to each person in interest.

2. Level Two

- a. If an aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days, file his/her written grievance with the Superintendent.
- b. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved person for the purpose of resolving the grievance.
- c. The Superintendent shall, within five (5) after the meeting, render his/her decision and the reasons therefore in writing to each party in interest.

3. Level Three

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within five (5) days after the decision file his/her written grievance with the Chairperson of the Board of Directors.
- b. The Board shall, within twenty-five (25) days after receipt of said grievance, meet with the aggrieved person for the purpose of reviewing the grievance.
- c. The Board shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to each party in interest.

4. Level Four

- a. If such grievance is not resolved to the satisfaction of the Association as a result of the foregoing procedure, the President of the Association may request arbitration of the grievance by writing to the Chairperson of the Board within five (5) days after said decision of the Board. Within ten (10) days after such request, the parties shall attempt to select a mutually agreeable Arbitrator. If they are unable to agree on a selection within that time, the Association may within five (5) days thereafter submit the grievance to the American Arbitration Association for the selection of an Arbitrator in accordance with the rules and procedures of that Association.
- b. The Arbitrator shall fix a time and a place within the District for a hearing upon reasonable notice to each party, if a mutually agreeable time and place cannot be determined by the parties.
 - (1) The Arbitrator will review all aspects of the grievance submitted.
 - (2) The Arbitrator's decision will be in writing and will set forth findings, reasonings and conclusions on the issue submitted. The Arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be binding subject to judicial review. The Arbitrator shall have no power to alter, add or detract from the provisions of the Agreement.
 - (3) The full cost of the services of the Arbitrator will be borne equally by the Board of School Directors and the Association. All other costs will be paid by the party incurring them.

E. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. The Association shall fully indemnify and hold the District, Board and Superintendent completely harmless against any claims or suits of any nature which may arise by reason of the Board's compliance with the terms of this section.

3. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest heretofore referred to in this Grievance Procedure.

F. Right of Nurses to Representation

1. The Board and the Association shall assure all participants their individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting an appeal with respect to grievance.

- G. Except as otherwise specifically provided in the Agreement, or otherwise specifically agreed to in writing between both parties, the determination of education policy, the operation and management of the schools and the control, supervision and direction of all employees are vested exclusively in the Board of Directors.

ARTICLE V
EMPLOYEE RIGHTS

- A. Pursuant to the Laws of the State of Maine, the Board hereby agrees that all nurses have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the Statutes of the State of Maine, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any nurse in the enjoyment of any rights conferred under the Laws of the State of Maine or pertinent Laws of the United States; that it shall not discriminate against any nurse with respect to hours, wages, or any working conditions by reason of his/her membership in the Association and its affiliates, his/her participation in any legal activities of the Association and its affiliates, collective negotiations with the Board or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. No nurse shall be disciplined in writing, reprimanded in writing, or reduced in compensation without just cause. After a probationary period of two (2), years, no nurse shall be discharged without just cause. Any such actions taken by the Board, or any agent or representative thereof, shall be subject to the grievance procedure set out in Article VI.
- C. Whenever any nurse is required to appear before the Board concerning any matter which could adversely affect the continuation of that nurse in his/her office, position or employment or the salary or any increments pertaining thereto he/she shall be given prior written notice of the reason(s) for said meeting. The nurse shall be entitled to have a representative present during such meeting provided prior notice is received in writing by the Superintendent of Schools. Any suspension of a nurse pending a dismissal hearing shall be with pay until the nurse is dismissed or returns to work.
- D. Nothing contained herein shall be construed to deny or restrict any rights a nurse may have under the Statutes of the State of Maine or pertinent Laws of the United States. Nor shall anything contained herein be construed to deny or restrict rights granted to the Board under the Statutes of the State of Maine and pertinent Laws of the United States.
- E. If a nurse is laid off for lack of work, he/she shall, for a period of 730 days following termination have first refusal of any vacancy within the bargaining unit.

- F. A nurse has the right upon written request to the Superintendent of Schools' Office, to examine his/her individual personnel file (excluding confidential letters of reference). After any examination of a file by a nurse, he/she shall have the right to discuss with the Superintendent of School any material that the nurse believes to be inaccurate or misleading and to write a rebuttal to be placed in his/her file.
- G. No material shall be placed in his/her personnel file unless the nurse received a copy of the material which shall have COPY TO PERSONNEL FILE noted on it. The nurse must sign the copy to be filed. Refusal to sign the copy may result in disciplinary action. Within 30 calendar days, the nurse may submit a written answer to such material and his/her answer will be reviewed by the Superintendent of Schools and attached to the file copy.
- H. In the event of complaints regarding a nurse by a person not employed by the Board, said person shall be requested and encouraged to meet with the nurse involved to discuss the complaint on a person to person basis. If, in the opinion of the administration, the complaint is of a serious nature, the nurse will be notified of the complaint before any reference to it is placed in the nurse's personnel file.

ARTICLE VI
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Superintendent's Office will supply the Association with publicly available financial and employment data upon request.
- B. Whenever any representative of the Association or any nurse is requested by the Superintendent or the Board to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.
- C. Representatives of the Association, the Maine Education Association and the National Education Association shall be permitted to transact official Association business on school property only at times outside the prescribed hours of duty for that day, provided that the principal of the building involved be so notified.
- D. The Association and its representatives shall be permitted to use school buildings at all reasonable hours for meetings. Upon reasonable advance notice of the time and place of such meetings, the principal shall permit the holding of such meetings except in cases when previously scheduled for another event. The Association shall reimburse the Board for any extra labor costs required for such meetings.
- E. The Association shall be permitted to use school equipment, or school property, including computers, faxing and copying machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall reimburse the Board for the cost of all materials and supplies incident to such use. Each month, the Association shall provide the Superintendent's Office with an account of supplies used.
- F. Members of the nursing staff of the district shall be entitled to a pass which will provide free admittance to events sponsored by schools in the district.

ARTICLE VII
RIGHTS OF THE BOARD

- A. The Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by law, including the determination of educational policy, the operation and management of the school and the control, supervision and direction of its certified staff.
- B. The Association recognizes the exclusive prerogative of the Board to manage and direct its affairs and the operation and activities of the school district to the full extent authorized by the Laws of the State of Maine.
- C. In view of the provisions of A and B above, it is expressly understood and agreed that, in all matters not expressly set forth in this Agreement, the Board retains the exclusive right and responsibility to direct and manage all activities of the school district and to manage and direct its employees in the implementation of all determinations of the Board. This reservation of powers to the Board expressly includes, but is not limited to, the right to discipline or discharge for just cause pursuant to the Laws of the State of Maine and to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the Board or where such continuation of work would be wasteful and/or unproductive.

ARTICLE VIII
EMPLOYMENT CONDITIONS

- A. Each nurse shall be placed on his/her proper step of the salary schedule as of the beginning of the school year in accordance with his/her professional training and full time school nursing experience except as next modified. The Board of Directors shall have the right to hire nurses not presently employed in the district at any step on the salary schedule on the basis of their prior nursing experience and education.
- B. A nurse with prior nursing experience in School Administrative District #35, upon his/her return to the district, shall receive full experience credit on the salary schedule for all outside full-time experience as a school nurse.
- C. Nurses shall be notified of their contract status for the ensuing year no later than six months prior to the terminal date of the contract.
- D. A retiring nurse who provides sufficient notice (generally two weeks prior to the last payroll) may collect all pay owed by the District the last payroll in June.
- E. A nurse retiring with at least fifteen (15) years of service in MSAD #35 shall receive one half his/her accumulated unused sick leave at the rate of a short term substitute nurse's per diem for each day of such sick leave. For the purposes of this section the word "retiring" means retiring from nursing under the MainePERS, regardless of whether the nurse accesses benefits at that time.
- F. A nurse planning to retire must notify the Superintendent of Schools' Office of his/her intent to retire prior to March 1 in the school year of his/her retirement to be eligible for the benefit to be paid no later than July 31. If a nurse fails to provide notification as required above, the nurse will be compensated in the July following the conclusion of the next school year.
- G. Nurses who work less than full time shall receive prorated salary and benefits. It is understood that nurses who work less than half time shall receive no benefits.

- H. It is further understood that less than full time nurses will be expected to attend in-service training and faculty meetings only on the days for which they are ordinarily scheduled to work. In the event a building administrator requests a nurse to attend a faculty meeting or in-service training which falls on a day the nurse is not ordinarily scheduled to work, the nurse and the building administrator will develop a mutually agreed upon plan for attendance and compensation for any additional time worked.

ARTICLE IX
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board agrees to compensate a nurse for professional study at an accredited college or university subject to the following provisions:
1. Any number, up to nine (9) credit hours of professional study earned at an accredited college or university will be paid at the in-state tuition rate per credit hour charged by either the University of Maine or the University of New Hampshire, whichever is greater, only when the nurse is under contract for the school year when the reimbursement is to be paid.
 2. All credits must have prior approval of the Superintendent of Schools and must lead to an advanced degree or be in the nurse's area of specialization or lead, in the opinion of the Superintendent, to the nurse's professional growth and improvement to be eligible for reimbursement. Application must be submitted to the Superintendent through the building Principal.
 3. A nurse is limited to reimbursement for only up to nine (9) credit hours or three (3) courses per contract year.
 4. Reimbursement for professional credit shall be made within two pay periods.
 5. Transcripts or official rank sheets from the accredited college or university and receipts for tuition payment must be submitted to the school's office fifteen (15) days prior to the scheduled date of payment.
 6. Reimbursement for professional study is contingent upon the nurse receiving a B or better in a graded course, or a P in a pass/fail course.
- B. The Board agrees to compensate a nurse for professional study at seminar workshops subject to the following provisions:
1. Reimbursement of professional study earned at a seminar workshop will be at the tuition cost or registration fee of the workshop.
 2. All seminars must have the prior approval of the Superintendent. Application must be submitted to the Superintendent through the Principal.
 3. A nurse is limited to reimbursement for only nine (9) credit hours per contract year.
 4. Reimbursement for professional credit shall be made within two pay periods.

5. Transcripts or official rank sheets from the accredited college or university and receipt(s) for tuition payment must be submitted to the school's office fifteen (15) days prior to the scheduled date of payment.
- C. Any combination of credits in A and B above shall be reimbursed subject to conditions set forth in A and B above.
- D. A nurse may be required by the Board to take in-service college credit seminars or workshops sponsored by the District that will enhance his/her professional growth and proficiency. In such cases, the District will pay the full cost of tuition, transportation and other reasonable educationally related expenses for the nurse's attendance at the seminars or workshops.
- E. The Superintendent shall meet to receive input from the Association on in-service system-wide and building-wide orientation programs for new nurses, system-wide and building-wide in-service training programs, conferences and workshops, and the district school year calendar, subject to the final determination by the Board. The Board and the Association shall be obligated to assume only such costs as may be mutually agreed upon during the planning of such programs.

ARTICLE X
SICK LEAVE

- A. All nurses shall be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year. Nurses who begin after the first day of school in September or leave before the conclusion of the school year shall receive prorated sick leave days. Unused sick leave days shall accumulate from year to year to one hundred twenty (120).
- B. A nurse shall be allowed to use up to fifteen (15) days of his/her personal sick leave with full pay for illness in the immediate family. Immediate family is defined as a parent, brother, sister husband, wife, son or daughter, whether or not in the same household as the nurse. Immediate family shall also be defined as any other individual residing in the same household.
- C. A nurse who is unable to work due to illness or injury and who has no accumulated sick leave shall lose per diem for each day of absence. Per diem pay for a nurse shall be ascertained by dividing his/her annual salary by 181.
- D. In the event a nurse is absent for five consecutive school days for illness or injury, and irrespective of whether said absence is charged to any accumulated sick leave, the Superintendent of Schools shall have the right to require the nurse to provide him/her with a physician's certificate.
- E. A nurse shall have 15 sick days credited at the beginning of the school year to a maximum of 135 accumulated days. For the 2018-2019 school year, the district agrees to repurchase at the rate of \$40.00 per day the number of days over 120 remaining at the conclusion of that school year. For the 2019-2020 and 2020-2021 school years, the district agrees to repurchase at the rate of \$50.00 per day the number of days over 120 remaining at the conclusion of the school year.
- F. If a nurse is collecting Worker's Compensation Insurance due to time missed from work, the nurse will receive the difference between what Worker's Compensation pays and regular daily salary for the period of carried sick leave and on return to work will be credited with the percentage paid by Workmen's Compensation times the number of sick days used.

- G. All leave granted by the Board under the provisions of this collective bargaining agreement which are for the purposes which are eligible under the Family Medical Leave Act, will be charged against a nurse's F.M.L.A. entitlement.
- H. Nurses may participate in the Teachers' Sick Leave Bank in accordance with the following provisions:

A sick leave bank is hereby established whereby in case of prolonged absence due to personal illness or accident, a person may borrow in advance, sick days not yet accumulated. The following conditions apply:

1. Only nurses covered by this Agreement are eligible.
2. Participation shall be voluntary as of the first day of school. Open enrollment will be held during the first two weeks of each school year. New employees may elect to join within the first 30 calendar days of employment.
3. Each member will donate one day of his/her sick leave to the pool at the beginning of each school year.
4. A person on advanced sick leave when school closes in June is not eligible for continuation of such leave when school opens in September.
5. The bank may not be used until a member has exhausted his/her personal sick leave.
6. Members wishing to borrow days from the bank must return these days at the rate of 50% sick days accumulating after returning to work. In the event that a teacher leaves the system owing time to the sick bank, such time shall be repaid in cash (days x substitute rate paid when individual borrowed the time). If a nurse is retiring for illness as certified in a doctor's certificate, then said nurse will not have to repay days borrowed from the sick bank.
7. Members wishing to borrow days from the bank shall submit a doctor's certificate.
8. Any member may borrow a maximum of 60 days.
9. A member who withdraws his/her membership in the bank will not be able to withdraw his/her days contributed.
10. When the bank has 600 days, no additional days shall be required to be donated by current bank members until the bank shall fall below 600 days. New members must donate one day before becoming members of the bank.
11. The program shall be administered by the Superintendent of Schools.
12. Each year nurses will be notified of the status of the bank.
13. A nurse who leaves the District owing money to the Sick Leave Bank may repay time through substitute nursing. The Association agrees to support District efforts to collect time or money owed the Bank by contacting the individual involved in writing.

14. Nurses will be eligible to borrow days from the bank after all sick leave days have been exhausted and a nurse has been absent for at least 25 days (which may or may not be continuous) as a result of the illness or accident for which sick leave bank coverage is sought.

ARTICLE XI
TEMPORARY LEAVES OF ABSENCE

- A. 1. A nurse will receive annually full pay for each school day of absence due to death in the immediate family no to exceed:
- 3 days for: brother-in-law, sister-in-law, grandparents, aunt or uncle, daughter-in-law, son-in-law, nephew, niece, cousin, or individual residing in house.
- 5 days for: parents, sister, brother, parental-in-laws, grandchild.
- 10 days for: husband, wife, child.
2. If additional time is needed, nurses may use up to five (5) days of their accumulated sick leave as necessary with 24 hour notice to the building principal or immediate supervisor.
- B. All nurses shall be entitled to up to two (2) days annually for leave of absence for personal, religious, legal, business, household or family matters which require absence during school hours to be taken at the nurse's discretion. Notification for such leave shall be made to the nurse's principal or immediate superior at least 48 hours before taking such leave (except in cases of emergency) on a form attached as Appendix B, Personal Day Request Form.

A nurse who uses personal leave for vacation without the expressed approval of their Principal or immediate superior shall be suspended for three days without pay for the first offense and discharged for a second offense. Personal Leave may be taken in half-day increments.

Personal leave shall not be taken the day before or after a holiday or vacation, except with the prior approval of the nurse's Principal or immediate supervisor. Approval for personal day usage, prior to or directly following a holiday or vacation, shall be subject to: a) the Principal or immediate supervisor identifying a suitable substitute to fill in during the nurse's absence or in the event that a substitute nurse is not available, coverage is arranged with another district nurse; b) that the overall operations and delivery of services of the school shall not be disrupted by the personal day usage.

A nurse may carry forward one (1) unused personal day to the next school year. Unused personal days shall accumulate in this manner to a maximum of three (3) per year.

- C. Use of professional days shall be encouraged by the inclusion of funds in the staff development program. A nurse may be granted professional leave for the purpose of receiving release days in conjunction with National Board certification, visiting other schools, or attending meetings or conferences of an educational nature provided: (1) request for the professional leave is submitted in writing to the Superintendent of Schools through the building principal, along with the principal's recommendation, (2) the principal determines that funds are readily available for the hiring of a substitute nurse, (3) the principal determines that such a visit or meeting or conference would be worthwhile to the nurse in his/her area of specialization in the school system, (4) under no circumstances shall the nurse be entitled to receive more than his/her per-diem pay provided funds are readily available in the district budget. If the request for temporary leave of absence is not approved by the Principal, the nurse has the option of contacting the Superintendent of Schools for further clarification.
- D. A nurse shall be granted temporary absence from school at full pay if he/she is required by law or the Board to appear in any legal proceedings as part of his/her job requirement.
- E. A nurse shall be allowed time necessary for jury duty with pay. The Superintendent reserves the right to request that a nurse be excused from this obligation if a suitable substitute is not available to fill in during the nurse's absence. The nurse is required under this agreement to report for his/her nursing assignment when his/her presence is not required in the courtroom. The total daily allowance for jury duty will be deducted from the nurse's first paycheck after he/she returns to school following the absence. The nurse will receive full pay if he/she reports to his/her duty by 11:00.
- F. A nurse who is a member of the National Guard or other authorized State, military or naval forces, and who is a member of the Army, Air Force, Marines, Coast Guard or Naval Reserve may be granted temporary leave of absence at full pay during periods of annual training not to exceed seventeen (17) calendar days in any calendar year specified under the National Defense Act or Armed Forces Reserve Act of 1952, provided that such nurse shall have made every reasonable effort to perform such annual training during the period when school is not in session.
- G. Other temporary leaves of absence not covered in this article or addition to leaves within this article may be granted at the discretion of the Superintendent.
- H. A nurse who is absent due to any reason not covered in this article shall lose per-diem pay for each day of absence. Per-diem pay for a nurse shall be ascertained by dividing his/her annual salary by 181.
- I. Except, as provided in Section B, a nurse requesting leave under this article, shall make an application in writing to the Superintendent of Schools' Office as soon as he/she knows of the date or dates he/she will require such leave, and, in any event, at least seven (7) days prior to such leave, except in cases of emergency.

ARTICLE XII
EXTENDED LEAVES OF ABSENCE

- A. A nurse shall be granted a leave of absence without pay for a period of not more than two years if drafted under the Selected Service System or as a result of a call-up, so called, to Active Reserve Status. He/She shall be reemployed on the completion of his/her two years of service obligation in September following his/her discharge, provided he/she indicates in writing to the Superintendent of Schools by March 1 his/her intention to return in September. He/She shall also be considered for reemployment at a later date prior to the beginning of the school year provided his/her position has not been filled.
- B. Parental Leave – A nurse shall use his/her own sick leave for adoption, maternity or paternity (i.e. parental leave) purposes for up to six (6) weeks following the adoption or birth of his/her child. If the nurse does not have adequate sick leave an unpaid leave of absence shall be granted so that the total amount of leave (paid plus unpaid) does not exceed twelve (12) weeks per adoption/birth. The Superintendent may grant additional unpaid parental leave. All leave granted by the Superintendent under the provisions of this collective bargaining agreement which are eligible under the state or federal Family Medical Leave laws, will be charged against the nurse’s F.M.L.A. entitlement.
- C. All requests for leaves, extensions, and renewals thereof shall be applied for in writing at the earliest possible date to the Superintendent of Schools’ Office and shall be answered in writing.
- D. All leave granted by the Board under the provisions of the collective bargaining agreement which are for the purposes which are eligible under the Family Medical Leave Act, will be charged against a nurse’s F.M.L.A. entitlement.

ARTICLE XIII
PROTECTION FOR NURSES

- A. A nurse shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger his/her health or safety, or well being.
1. Nurses shall immediately report cases of assault suffered by them in connection with their employment to his/her principal or other administrator, and police if the nurse so desires.
2. Such report shall be followed with a written report within two (2) days of any incident whenever possible. The principal shall immediately forward such notification to the Superintendent who shall comply with any reasonable request from the nurse for information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate way as liaison between the nurse, the police and the courts.

ARTICLE XIV
NURSING HOURS

- A. The normal work day for nurses shall be seven and one half (7.5) hours. Nurses shall devote the time necessary to perform required duties and will modify schedules as necessary to meet professional commitments.
- B. All nurses shall have a duty free lunch of not less than thirty (30) consecutive minutes.
- C. Nurses shall be required to attend faculty or other professional meetings called by the Administration.

ARTICLE XV
LENGTH OF THE SCHOOL YEAR

- A. The school year for nurses other than new personnel and others who may be required to attend preschool orientation sessions shall begin no earlier than three (3) days prior to the first scheduled day of instruction. The school year for all nurses shall not exceed 181 days except when methods of instructions change, at which time this Article shall be open to renegotiation.
- B. Summer committee work approved for payment in accordance with Appendix B shall be paid at the rate of \$90.00 per three-hour block.

ARTICLE XVI
SALARY PROVISIONS

- A. The salaries of all nurses covered by this agreement are set forth in Appendix A which is attached hereto and made a part hereof.
- B. The annual salaries of nurses will be paid in twenty-six (26) installments as follows: Beginning with the second Friday after the start of school in September each installment shall be one-twenty-sixth of the annual salary (minus deductions for absences and other authorized deductions). The twenty-six installments will be available every other Friday.

DIRECT DEPOSIT – MSAD #35 requires, as a condition of employment, that all employees participate in payroll direct deposit for all payroll related payments during the tenure of their employment. This means that an employee’s pay will be deposited directly into their account(s) at participating banking institution(s) each payday. With each direct deposit, the employee will receive a statement/pay stub showing gross pay, itemized deductions and net pay.

- C. Mileage shall be reimbursed at the rate allowable by the IRS effective with the first day of the contract year.
- D. Every five to seven years the pay period must be adjusted and three (3) weeks will pass between checks. This period shall occur between June 15 and September 15.
- E. The Superintendent of Schools’ Office must be notified by the nurse in writing prior to March 1st if he/she anticipates earning a degree in the following contract year. Failure to do so will result in the nurse remaining at his/her current step for the following contract year. The nurse’s salary will be adjusted upon receipt of confirmation of degree in the Superintendent’s office.

ARTICLE XVII
FRINGE BENEFITS

- A. Health Plan: Each nurse shall have the option of receiving either the Blue Cross coverage outlined below for which he/she is eligible from the MEA Benefits Trust Plans [Choice Plus, Standard 200, Standard 500 or Standard 1000] or a cash-in-lieu payment as is outlined below.

1. Blue Cross/Blue Shield

Coverage Level	Board Contribution		
	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
SINGLE	93%	92%	91%
ADULT/CHILDREN	86%	85%	84%
TWO PERSON	86%	85%	84%
FAMILY	85%	84%	83%

The Board shall pay the above percentages of the MEA Benefits Trust plans: Choice Plus Plan, Standard 500 or Standard 1000 only. Nurses shall have the option of applying said dollar amounts towards the cost of the Standard 200 Plan, should they choose to do so.

In the event that the Health Insurance Premium increase is less than or equal to 4.5% in either 2019-2020 or 2020-2021 (or both years), the District agrees to the following premium offsets in the year in which the premium increase is less than or equal to 4.5%:

	Board Contribution		
	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
SINGLE	n/a	\$400	\$400
ADULT/CHILDREN	n/a	\$700	\$700
TWO PERSON	n/a	\$900	\$900
FAMILY	n/a	\$1,000	\$1,000

Nurses who elect to receive a cash-in-lieu payment will be ineligible for these offsets.

A nurse who received insurance under any of the above coverages and chooses to participate in and complete the applicable wellness program administered by the MEA Benefits Trust/Anthem/Blue Cross/Board will receive \$600 as supplemental pay (net any applicable/required withholding via the District's normal payroll practices) at the end of each fiscal year in which the employee fully participates (i.e. meets all of the program requirements) throughout the entire year in such program as determined by the program administrator/Superintendent (such determination shall not be subject to grievance.)

2. Choice of Plans

The Association will cooperate with the Board in planning orientation sessions and maximizing the availability of information for staff members, so as to enable them to make effective choices with respect to the selection of either the MEA Blue Cross/Blue Shield Standard 200, Standard 500, Standard 1000 or Choice Plus Plans.

3. Health Insurance Re-opener

In the event that the MEA Benefits Trust ceases to offer the Blue Cross/Blue Shield of Maine Standard 200 Plan, Standard 500, Standard 1000 or the MEA Choice Plus Plan subsequent to the expiration of the contract, either the Board or the Association may at its option reopen the issue of the identity of the health insurance carrier for the balance of the term of this collective bargaining agreement.

4. Domestic Partner Coverage

The MEA Benefits Trust allows domestic partner coverage. The Affidavit of Domestic Partnership form must be completed and submitted to Anthem BC/BS. Once approved by Anthem BC/BS, any nurse who wishes to cover his/her domestic partner may do so, at the nurse's own expense. Domestic partner Premiums are not eligible for 125 (cafeteria plan) status.

5. Same Sex Marriage Coverage

The MEA Benefits Trust allows same sex marriage coverage if they meet the full criteria. Same sex marriage partners will be covered if they reside in a state that recognizes same sex marriage. Premiums are considered taxable income. If said employee moves to a state where same sex marriage is not recognized they must complete and submit the Affidavit of Domestic Partnership to Anthem BC/BS. Once approved, they will be responsible for their spouse's premium.

6. Cash in Lieu Payment

The Board shall make a lump sum payment of \$2,000, payable in the last paycheck of the nurse's contract year, to any nurse who is eligible for but elects not to take the health insurance coverage listed above. The election must occur no later than August 15th and the nurse must provide written documentation that he/she is covered by another ACA compliant health insurance plan. Employees who are not covered by another ACA compliant, major medical health insurance plan are not eligible for payment in lieu of the health insurance coverage provided by the Board. The payment under this provision shall be considered taxable income and shall be subject to taxes and other applicable withholdings and will be pro-rated in the event the nurse does not work the full contract year.

7. Medical Reimbursement Account and Dependent Care Reimbursement Account

On an annual basis, the School District shall provide to any nurse the opportunity to participate in the pretax advantage of a medical and/or dependent care reimbursement account pursuant to the rules and regulations of the IRS and the School District's Section 125 Plan Document. Any administrative cost charged by the third party administrator selected by the School District shall be paid by the participating nurse.

B. Longevity: Longevity increments shall be granted for continuous service for teaching and/or nursing in School Administrative District #35.

After five (5) years of continuous service for teaching and/or nursing, \$1,000.

After ten (10) years of continuous service for teaching and/or nursing, \$1,500.

After fifteen (15) years of continuous service for teaching and/or nursing, \$2,000.

After twenty (20) years of continuous service for teaching and/or nursing, \$2,500.

After twenty-five (25) years of continuous service for teaching and/or nursing, \$3,000.

After thirty (30) years of continuous service for teaching and/or nursing, \$3,500.

- C. Every nurse shall indicate the fringe benefit he/she desires and the deductions he/she wishes from his/her pay during the applicable open enrollment periods. After the expiration of the open enrollment period no changes in deductions will be made except as required by law or in response to a change in work status, family status, or other extenuating circumstances. The number of providers of tax-sheltered annuities shall be limited to no more than fifteen.
- D. A change in Health Plan Carriers would be acceptable providing the decision to change was made by the consensus of a joint committee of the Board and the QEA.
- E. Single subscriber dental coverage shall be provided
- F. A nurse on any unpaid leave, or leave which is unpaid, except leave covered under the Family Leave Law, shall be responsible for reimbursing the Board the total employer's cost of insurance benefits on a per diem basis. It is understood that the ratio used shall be the number of leave days which are unpaid compared to the number of days in the total work year, 1/181. [See 29 U.S.C. Section 2601 ET. SEQ. The sole remedy for alleged violations of that law shall be as provided by that law and not subject to grievance].
- G. National Board Certification Award: Certification represents a national standard of preparation, knowledge, and practice. Any nurse who receives Board Certification or is hired with the *National Certification for School Nurses* will receive an annual award from the district of \$2,000 for as long as they maintain that certification.

ARTICLE XVIII **ASSOCIATION DUES DEDUCTION**

- A. The Board agrees to deduct from salaries money for local, state and/or national association dues upon receipt of individual written authorization from members of the bargaining unit. Authorization shall be continuous for the duration of employment unless an employee revokes such an authorization by providing written notice to the Association and the Superintendent's Office between August 15 and September 15 of any year. It is understood that a nurse may stop dues deductions after September 15th by written request to the Superintendent's Office and Association to stop the deduction.
- B. The Association shall certify, in writing to the Board, the annual rates for local, state, and national dues for each member by September 1 of each year. After September 1, the Association will provide written notice of any changes in dues at least thirty (30) days prior to the effective date of the dues increase.
- B. In the event that dues are increased, the Association shall notify the Board at least thirty (30) days prior to the effective date of the dues increase.

- C. The Association shall indemnify, defend and hold the Board, Superintendent, the Superintendent's agent and the member municipalities harmless against any claims made and suits against the Board, Superintendent, the Superintendent's agent or the member municipalities on account of payroll deductions of said dues. The Association agrees to refund to the Board any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.
- D. It is expressly agreed and understood that any payroll deductions made pursuant to this article shall be made in equal biweekly deductions starting with the last pay day in September.

ARTICLE XIX
SAVINGS CLAUSE

If any provision of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XX
DISTRICT POLICY BOOK

Every reasonable effort will be made to make the district's policies available, maintained and kept up to date on the district's website page. Notices of proposed changes in the policies will be made at public Board meetings through first and second readings for each policy when there is a proposed change(s) to that policy. The School Board agrees to meet, consult and negotiate the impact of any such proposed changes, which affect teachers' wages, hours or working conditions.

ARTICLE XXI
DURATION OF CONTRACT

- A. The contract shall continue in effect from September 1, 2018 through August 31, 2021.
- B. This Agreement shall not be modified in whole or on part by the parties except by an instrument, in writing, duly executed by both parties and it is expressly understood and agreed that this Agreement shall expire on the date indicated above.
- C. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of collective negotiations. During the term of this Agreement neither party shall be required to bargain with respect to any such matter, whether or not within the knowledge of contemplation of either or both of the parties, at the time they bargained for or executed this Agreement, except as specifically provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as indicated below. A certification of majority ratification by both parties shall be attached hereto and made a part thereof.

Attest: QUAMPHEGAN EDUCATION ASSOCIATION

_____ BY: _____
It's Duly Authorized

DATE: _____

ATTEST: BOARD OF DIRECTORS, M.S.A.D. #35

_____ BY: _____
It's Duly Authorized

DATE: _____

Appendix A
Nurses Salary Range 2018-2019

Step	BA	MA
Step 1	\$47,513	\$52,264
Step 2	\$47,913	\$52,704
Step 3	\$48,313	\$53,144
Step 4	\$48,713	\$53,584
Step 5	\$49,213	\$54,134
Step 6	\$49,713	\$54,684
Step 7	\$50,213	\$55,234
Step 8	\$50,713	\$55,784
Step 9	\$51,313	\$56,444
Step 10	\$51,913	\$57,104
Step 11	\$52,513	\$57,764
Step 12	\$53,113	\$58,424
Step 13	\$53,813	\$59,194
Step 14	\$54,513	\$59,964
Step 15	\$55,213	\$60,734
Step 16	\$55,913	\$61,504

*Note: For the 2018-19 school year, the school nurses employed by the school district as of September 1, 2018 will follow the salary schedule below as the district endeavors to align the nurses base pay:

Elementary School Nurses: BA - \$55,913 or MA - \$61,504

Middle School Nurse: BA - \$60,781 or MA - \$66,859

High School Nurse: BA - \$65,726 or MA - \$72,299

LONGEVITY: Longevity increments shall be granted for continuous teaching/nursing service in MSAD 35 as follows:

- After 5 years of continuous teaching/nursing service ~ \$1,000.
- After 10 years of continuous teaching/nursing service ~ \$1,500.
- After 15 years of continuous teaching/nursing service ~ \$2,000.
- After 20 years of continuous teaching/nursing service ~ \$2,500.
- After 25 years of continuous teaching/nursing service ~ \$3,000.
- After 30 years of continuous teaching/nursing service ~ \$3,500.

Appendix A
Nurses Salary Range 2019-2020

Step	BA	MA
Step 1	\$51,176	\$56,294
Step 2	\$51,576	\$56,734
Step 3	\$51,976	\$57,174
Step 4	\$52,376	\$57,614
Step 5	\$52,876	\$58,164
Step 6	\$53,376	\$58,714
Step 7	\$53,876	\$59,264
Step 8	\$54,376	\$59,814
Step 9	\$54,976	\$60,474
Step 10	\$55,576	\$61,134
Step 11	\$56,176	\$61,794
Step 12	\$56,776	\$62,454
Step 13	\$57,476	\$63,224
Step 14	\$58,176	\$63,994
Step 15	\$58,876	\$64,764
Step 16	\$59,576	\$65,534

*Note: For the 2019-20 school year, the school nurses employed by the school district as of September 1, 2018 will follow the salary schedule below as the district endeavors to align the nurses base pay:

Elementary School Nurses: BA - \$59,576 or MA - \$65,534

Middle School Nurse: BA - \$61,997 or MA - \$68,197

High School Nurse: BA - \$66,226 or MA - \$72,849

LONGEVITY: Longevity increments shall be granted for continuous teaching/nursing service in MSAD 35 as follows:

- After 5 years of continuous teaching/nursing service ~ \$1,000.
- After 10 years of continuous teaching/nursing service ~ \$1,500.
- After 15 years of continuous teaching/nursing service ~ \$2,000.
- After 20 years of continuous teaching/nursing service ~ \$2,500.
- After 25 years of continuous teaching/nursing service ~ \$3,000.
- After 30 years of continuous teaching/nursing service ~ \$3,500.

Appendix A
Nurses Salary Range 2020-2021

Step	BA	MA
Step 1	\$54,837	\$60,321
Step 2	\$55,237	\$61,091
Step 3	\$55,637	\$61,201
Step 4	\$56,037	\$61,641
Step 5	\$56,537	\$62,191
Step 6	\$57,037	\$62,741
Step 7	\$57,537	\$63,291
Step 8	\$58,037	\$63,841
Step 9	\$58,637	\$64,501
Step 10	\$59,237	\$65,161
Step 11	\$59,837	\$65,821
Step 12	\$60,437	\$66,481
Step 13	\$61,137	\$67,251
Step 14	\$61,837	\$68,021
Step 15	\$62,537	\$68,791
Step 16	\$63,237	\$69,561

*Note: For the 2020-21 school year, the school nurses employed by the school district as of September 1, 2018 will follow the salary schedule below as the district endeavors to align the nurses base pay:

Elementary School Nurses: BA - \$63,237 or MA - \$69,561

Middle School Nurse: BA - \$63,237 or MA - \$69,561

High School Nurse: BA - \$66,726 or MA - \$73,399

LONGEVITY: Longevity increments shall be granted for continuous teaching/nursing service in MSAD 35 as follows:

- After 5 years of continuous teaching/nursing service ~ \$1,000.
- After 10 years of continuous teaching/nursing service ~ \$1,500.
- After 15 years of continuous teaching/nursing service ~ \$2,000.
- After 20 years of continuous teaching/nursing service ~ \$2,500.
- After 25 years of continuous teaching/nursing service ~ \$3,000.
- After 30 years of continuous teaching/nursing service ~ \$3,500.

APPENDIX B
PERSONAL DAY REQUEST FORM

NAME _____ SCHOOL _____

LEAVE NEEDED ON _____

_____ 1/2 DAY _____ 1 DAY _____ 1.5 DAYS _____ 2 DAYS

I have made every reasonable effort to schedule my need for personal leave during a time outside of school hours.

Signature of Nurse _____

Signature of Principal _____

APPENDIX C

**REQUEST FOR PAYMENT FOR
SUMMER COMMITTEE OR WORK PAY**

Date of Request _____

Name _____ School _____

Committee _____

Date(s) _____

Summer Work Assigned & Completed

Number of 1/2 days served/worked: _____

Signature of Nurse _____

Signature of Administrator Assigning
Committee and/or Summer Work _____

Retain one (1) copy for files and give two (2) copies to administrator assigning committee or summer work.

To be completed by Superintendent's Office:

1/2 Days _____ X \$90.00= _____

Full Days _____ X \$180.00= _____

Amount of Check: _____