

This Side Agreement is made this 28th day of March 2022, by and between the Regional School Unit 25 Board, hereinafter referred to as the "Board" and the RSU 25 Teachers' Association, hereinafter referred to as the "Association", collectively known as the "Parties".

WHEREAS, Maine has enacted a new Earned Paid Leave law (26 M.R.S.A. §637) which permits employees to accrue one hour of earned paid leave for every forty (40) hours worked, beginning with the first day of employment, up to a maximum of forty (40) hours per year;

WHEREAS the new law does not entitle employees who already receive paid leave benefits from their employer to any additional paid leave, so long as existing leave policies permit employees to use up to forty (40) hours of paid leave per year, in no less than one hour increments, for any reason, subject to reasonable notice limitations depending on the use of the leave; and

WHEREAS the law becomes effective for the members of the Association on September 1, 2022.

NOW, THEREFORE, in order to meet the statutory requirements under 26 M.R.S.A. §637, the Parties hereby agree as follows:

1. Earned Paid Leave may be used for any purpose. Notice requirements will differ between leave for planned purposes and leave for unplanned/emergency purposes.
 - a. **Planned Purposes:** Planned leave (i.e., non-emergency leave) must be requested at least four (4) weeks in advance of the proposed absence. Employees should continue to work to avoid scheduling planned absences on days before or after holidays or vacations. It is understood that leave requests on such days will be denied if more than three (3) employees will be out of work on planned leave on a particular day. If more than three (3) employees request planned leave on the same day, timeliness of notifying the Superintendent shall determine which employees may be on leave. Any request for use of planned leave prior to a vacation or holiday must be made at least sixty (60) days prior to the date of the leave. Requests for planned leave generally shall be limited to no more than two consecutive days. Leave requests may be denied at the discretion of the Superintendent when the absence would result in an undue burden on the District, including on days when staff coverage cannot be obtained. The Board has determined that taking planned leave days on staff workshop days, or during parent teacher conferences or open houses would result in an undue burden and would be detrimental to student learning and the educational mission of the District. The decision of the Superintendent to

grant or deny the requested leave is not subject to the grievance procedure.

- b. **Unplanned/Emergency Purposes:** Unplanned leave may be used for an emergency, illness or injury, or other sudden necessity. The employee is required to notify their supervisor as soon as practicable in the circumstances. The employee's supervisor will request appropriate documentation demonstrating the necessity of using unplanned leave if an employee requests such leave for three (3) consecutive work days or more. In limited circumstances, the Superintendent may grant additional personal leave days for emergency purposes in order to comply with 26 M.R.S.A. §637. Said days shall be deducted from sick leave, if available.
2. The Parties recognize that, pursuant to 26 M.R.S.A. §637(7), the Maine Department of Labor has the exclusive authority to enforce the requirements of the new law, which are otherwise not subject to the grievance procedure; and
3. In the event that the Legislature and/or the Maine Department of Labor determines that 26 M.R.S.A. §637 should not/does not apply to public school units, this Side Agreement shall expire at the end of the current contract year.

The Parties agree that this Side Agreement shall become effective as of September 1, 2022.

RSU 25 Education Association

Date 3/28/22

By Michele Thrall
RSU 25 Education Association Co-President

By Drew Beaudet
RSU 25 Education Association Co-President

RSU 25 School Board

Date 3/28/22

By Thomas Foster
RSU 25 Board Chairperson

By Tom Bully
RSU 25 Lead Negotiator