

AGREEMENT

BETWEEN

MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 54

SKOWHEGAN, MAINE

AND

COUNCIL #93, AMERICAN FEDERATION OF STATE

COUNTY AND MUNICIPAL EMPLOYEES, AFL CIO

JULY 1, 2018 THROUGH JUNE 30, 2021

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PREAMBLE

This Agreement, entered into by Maine School Administrative District No. 54, hereinafter referred to as the Employer, and Council #93, Local 2178-02, American Federation of State, County and Municipal Employees, ALF CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment. The educational process of the students of Maine School Administrative District No. 54 shall be a consideration in the administration and implementation of this Agreement.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment as required by Maine Statute for all of its school nutrition employees, bus drivers, custodians, bus driver/custodians, school office assistants, building/grounds maintenance personnel, District-wide delivery person/bus driver, van drivers, bus garage mechanics, and lead mechanic pursuant to the MLRB certification of January 16, 1973, (and as amended April 25, 2011) who have completed six months of employment or more, and excluding all other employees.

For purposes of this Agreement, van drivers are employees who transport special education students in District vans to and from school on a regular and recurring basis during the school year.

ARTICLE 2 – FAIR SHARE CLAUSE

All employees either belong to the Union and pay the Union's uniform dues, fees, and assessments or pay a service fee proportional to the Union's collective bargaining and contract administration costs.

The Union agrees to indemnify and hold harmless the Board of Directors from any and all claims or demands which may arise as a result of the District's or Board's compliance with the provisions of this Article.

ARTICLE 3 – CHECKOFF

The Union shall have the exclusive right to payroll deductions for employees included within the applicable bargaining unit and subject to the following provisions:

The Employer agrees to deduct the Union's weekly membership dues and benefit premiums from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by Council 93, and the aggregate deductions of all employees shall be submitted together with a list of employees having deductions made and the total amount deducted for each of those employees to the Union by the fifteenth (15th) day of the succeeding month, after such deductions are made. The amount

deducted for union dues and fair share fees and the amount deducted for benefit premiums shall be submitted by two checks along with a separate list showing the amount deducted for each employee.

The written authorization for payroll deductions of Union membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided the employee notifies, in writing, the Employer and Council 93 at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

The authorization for deduction of benefit fund contributions may be stopped at any time, provided the employee submits in writing, to the Employer and the Union a sixty (60) day notice of such intent.

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as the result of the action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 4 – HOURS OF WORK

A. REGULAR HOURS

The regular hours of work each day shall be consecutive except for full time day workers that they may be interrupted by a lunch period or as otherwise permitted under this Agreement.

B. 52 WEEK EMPLOYEES

Hours worked shall be consecutive, unless otherwise permitted under this Agreement, and shall not be reduced unless mutually agreed by both parties or by management for bona fide financial or program reasons pursuant to Article 9(G) (Layoff/Reduction in Hours).

1. Full Time 52 Week Employees:

Full time employees are employees scheduled to work fifty two (52) weeks a year and are scheduled to work thirty (30) hours or more per week.

2. Part Time 52 Week Employees:

Part time employees are employees scheduled to work fifty two (52) weeks a year and are scheduled to work less than thirty (30) hours per week.

C. SCHOOL YEAR EMPLOYEES

Hours worked shall be consecutive except for bus drivers or unless otherwise permitted under this Agreement, and shall not be reduced unless mutually agreed by both parties or by management for bona fide financial or program reasons pursuant to Article 9(G) (Layoff/Reduction in Hours).

1. Full Time School Year Employee:

Full time school year employees are school year employees scheduled to work the school year and are scheduled to work thirty (30) hours or more per week.

2. Part Time School Year Employee:

Part time school year employees are employees scheduled to work less than thirty (30) hours per week during the school year.

D. WORK WEEK

The work week shall consist of five (5) consecutive days Monday through Friday inclusively, unless alternative days are mutually agreed upon by employee and his/her supervisor. Through mutual agreement of the employee and employer, employees who work less than forty (40) hours per week may be assigned to jobs other than their own classification for the purpose of filling their regularly assigned work week. Such employees shall be paid for hours worked in accordance with the rate of pay established for the classification commensurate with their years of service with the employer. Employees who work two (2) or more jobs shall qualify for benefits based on the total hours worked during the week and not on the basis of hours worked per week, per job, providing they are assigned the positions in writing (job assignment letter). Weekend custodians are excluded from the five-day per week provision.

E. WORK SHIFT

Hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

F. WORK SCHEDULE

Work schedules showing the employees' shifts, workdays, and hours shall be posted on all department bulletin boards.

Whenever possible, bus drivers will be given a forty eight (48) hour notice before any extracurricular trips.

ARTICLE 5 – REST PERIODS

- A. All full time employees' work schedules shall provide for a fifteen-minute rest period within a four hour work period. The rest period shall be scheduled at the middle of the four hour work period whenever this is feasible. For purposes of this Article, the "work schedule" must be in a single classification, and shall not apply to a combination of two schedules from two different classifications.
- B. Employees who for any reason work beyond their regular quitting time into the next shift, shall receive a fifteen minute rest period, if the anticipated shift is at least four hours, before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

ARTICLE 6 – MEAL PERIODS

All full-time and school year employees who work more than 4 hours per shift shall be granted a thirty (30) minute unpaid lunch period during each shift with the exception of second and third shift employees. The second and third shift employees will work consecutive hours with a twenty (20) minute lunch period without loss of pay. If any employee is required and/or requested to work and does work four hours beyond his/her regular quitting time, the employer shall reimburse the employee up to eight dollars (\$8) for breakfast, ten dollars (\$10) for lunch, and fourteen dollars (\$14) for dinner; and to repeat every four hours thereafter as applicable while he/she continues to work. The thirty (30) minute lunch break may be taken at a time during the working day mutually agreed upon between the employee and his/her immediate supervisor.

ARTICLE 7 – CLEAN UP TIME

Employees shall be granted a ten (10) minute personal clean up period prior to the end of each half (½) work shift of 7 hours or more.

Work schedules shall be arranged so employees may take advantage of this provision. The employer shall make the required facilities available and/or necessary supplies available.

ARTICLE 8 – HOLIDAYS

The following days will be considered paid holidays:

<u>52 Week Employees</u>	<u>School Year Employees</u>
Independence Day	Labor Day*
Labor Day	Columbus Day
Columbus Day	Veteran's Day
Veteran's Day	Thanksgiving Day
Thanksgiving Day	Day after Thanksgiving
Day after Thanksgiving	Christmas Day

Christmas Day
New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial

New Year's Day
Martin Luther King
President's Day
Patriot's Day
Memorial Day

* Applies only to employees who work any part of the week preceding.

If called in during a paid holiday, an individual receives holiday pay plus time and one half their regular rate.

Eligibility: An employee must work or be in pay status the scheduled work day preceding the holiday and the scheduled work day following the holiday to be eligible for holiday pay unless excused by Employer.

ARTICLE 9 – SENIORITY

A. DEFINITION

1. Seniority means an employee's length of continuous service from the most recent date of hire within classification. If the seniority is the same for two or more employees then longevity shall be used as a tie breaker.
2. Longevity means total time in service with the Employer since last date of hire.
3. Longevity will be used for vacation selection. Seniority will be used for layoffs. Seniority and longevity shall be a major consideration in transfers and promotions.
4. The term promotion, as used in this provision, means the reassignment requested by an employee to a position in another classification.
5. The term transfer, as used in this provision, means changing to another position in the same classification.
6. For purposes of this Article, the following separate classifications shall be recognized: school nutrition employees, bus drivers, custodians, bus driver/custodians, school office assistants, building and grounds maintenance, District-wide delivery person/bus driver, van drivers, bus garage mechanics, and lead mechanic.

B. PROBATION PERIOD

All new employees shall serve a probationary period of one hundred twenty (120) work days. All employees who have served beyond their probationary period shall be known as regular employees and the probationary period shall be considered part of the seniority

and longevity time. During the probationary period, the District shall have the right to terminate, without compliance with the terms of this Agreement, the employment of any such new employee. Probationary workers must be serving in an assigned position.

C. LETTER OF ASSIGNMENT

1. a. All new employees and employees in a new position shall receive a “letter of assignment” at the start of their employment or new position. This letter will denote their date of hire and/or transfer, their specific job, description of the hours and days to be worked per week, whether the job is full time or part-time, whether the job is full year or school year, and the job location or building. The District will attach a job description to the letter of assignment.
 - b. When employees are assigned two part-time jobs, the letter of assignment will identify whether the two assignments are considered one job or two separate jobs. If the two part-time positions are identified as one job by the letter of assignment and the hours of the two positions are consecutive, the letter of assignment will provide for mileage as appropriate.
 - c. The letter of assignment shall not limit management’s right to assign work to an employee within his/her classification as the operational needs of the district may from time to time dictate.
2. Periodic updates will be made to the letter of assignment by mutual agreement between the management and the union or by management for bona fide program or business reasons. Prior to any change, management shall notify the union and, upon request, meet with the union to discuss said change. Employees adversely affected may exercise their seniority rights as provided in Article 9(G) (Layoff/Reduction in Hours).
 3. Van Driving and other Related Responsibilities

The Board shall have the right to assign Maintenance Personnel, District-Wide Delivery Person/Bus Driver, Van Drivers, and Custodians additional duties and responsibilities in order to supplement their work schedule. Such duties may include, but not be limited to, substitute bus driving, van driving, custodial responsibilities and the like. Such assigned job responsibilities shall be essential job responsibilities/duties and all personnel shall be required to perform said assignments. Due consideration shall be given to employee desires regarding van driving responsibilities but final decision shall rest with the Support Services Manager. Assignments shall be within an employee’s regularly scheduled workweek or contiguous thereto.

Van Drivers shall be paid in accordance with the wage scale for the Van Driver classification contained in Appendix A.

Other bargaining unit employees assigned to van driving responsibilities shall be paid at their appropriate classification rate as per Appendix A or the applicable van driver rate, whichever is higher.

D. SENIORITY LISTS

Every year, on or about 01 January, a copy of the seniority list shall be furnished to the local union officers. The seniority list shall be considered to be final during the year if it is not challenged by the Union within thirty (30) days after it is made available to the Union. Upon request, the Board shall provide to the Union an updated seniority list with new hires at the monthly Labor Management meeting.

E. BREAKS IN CONTINUOUS SERVICE

1. An employee's continuous service record for seniority credit shall be broken by voluntary resignation, retirement, or discharge for just cause.
2. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Any employee who is granted an unpaid leave of absence for a period of six (6) months or any employee laid off for six (6) months or more shall not accrue time for seniority or pay purposes for the period of said leave. The employee will retain all rights to previous seniority upon return to active employment. Employees on sick leave shall accrue seniority.

F. JOB OPENINGS

A job opening occurs only when an employee has a break in continuous service or when a new position is created. Except as provided in Section C.3 above, when management determines that a job opening will be filled, it shall first try to fill the opening through a transfer within classification and then by means of a promotion from within the district in accordance with the following procedures:

1. Postings:
 - a. A notice of said opening, including job description, shall be posted on all bulletin boards for five (5) working days. The opening will also be posted on the District's website, emailed to employees via District email, and a copy will be sent to the AFSCME Business Agent. Employees wishing to apply for an open position, including employees on layoff, shall follow the procedures set forth in the postings. The Chairperson, Union Secretary and Stewards of the local unit shall be notified in writing of the job opening at the time of said position opening.

- b. Vacancies shall be filled within thirty (30) working days absent extenuating circumstances and the District will notify the Union when such circumstances exist.

2. Transfers:

- a. The applicant from the classification from which the job opening arises with the greatest seniority shall be assigned to the vacant position provided that the applicant is qualified in management's judgment. In the event two qualified applicants have the same seniority, the applicant with the greatest longevity shall be assigned to the vacant position.
- b. Transferred employees will be provided a thirty (30) working day trial period. Management may reassign an employee back to his/her previous position if it determines that the employee cannot perform the assigned functions of the new position in a satisfactory manner, or alternatively the employee may request to be reassigned back to his/her prior position during the trial period.
- c. During the trial period, transferred employees will be provided any necessary training to assist an employee in performing the assigned duties prior to the employee being judged incapable of performing the assigned task.
- d. In order to avoid unnecessary disruption, management may assign a substitute to fill the prior position of the transferee during the thirty day trial period. If the transferee successfully completes the trial period then his/her prior position shall be filled per contract.

3. Promotions:

- a. In the event a position vacancy cannot be filled by means of a transfer or recall, management may fill the vacancy through a promotion or with an external candidate.
- b. If the qualifications of an internal applicant(s) are equal to or better than the qualifications of external applicant(s), and the internal applicant is in management's judgment qualified for the position, the internal candidate with the greatest longevity will be selected for the position.
- c. The Support Services Manager shall determine the job qualifications for the positions and may consider job performance, evaluations, and documented skills and abilities to assess whether a candidate (either internal or external) is qualified.
- d. Employees who are promoted are entitled to a thirty (30) working day trial period. Management may reassign an employee back to his/her prior position if management determines that the employee cannot perform the assigned functions of the new job in a satisfactory manner.

- e. In order to avoid unnecessary disruption, management may assign a substitute to fill the prior position of the promoted employee during the thirty day trial period.

Employees who are denied a transfer or a promotion shall receive written notice of the reasons for the denial.

4. Special Rules Regarding Bus Driver/Custodian Positions

If a vacant Bus Driver/Custodian position remains open for a period of thirty (30) working days from posting, the Support Services Manager may, at his/her discretion, award the position to a Custodian. In such instances, this shall be considered a transfer as per subsection F(2)(a) above (senior/qualified).

G. LAYOFF/REDUCTION IN HOURS

The parties recognize that a layoff or reduction in hours can occur for any reason, including, but not limited to, job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, changes in program or financial needs.

If, for any reason, the Superintendent determines the need for a position elimination or a reduction in hours, the following procedures shall be used, with seven (7) calendar days' notice to AFSCME Council 93:

1. In the event of the elimination of a position or the reduction in hours of a position, the employee holding such a position may exercise his/her seniority rights and transfer to any other position held by a less senior employee in his/her classification which is compensated at the same or lesser rate. In the event of the elimination or reduction in hours of a maintenance position, the employee holding the position may only displace a less senior maintenance worker in a position for which the more senior employee is qualified.
2. If there is a position elimination or reduction of hours of a part-time position, the affected employee holding the position may only exercise his/her seniority rights for a position of equal or less hours than the affected part-time position within his/her classification which is compensated at the same or lesser rate.

If seniority between two employees is equal, then longevity will be used as the deciding factor to determine layoff/reduction in hours.

H. RECALL

Non probationary employees shall be recalled from layoff within the job classification from which they were laid-off, for a period not to exceed one (1) year, according to their

seniority. No new employees shall be hired in a job classification until employees on layoff status in the classification have been notified by the employer. In the maintenance classification, the senior/qualified employee shall be recalled. After being notified, said employees are to respond to the recall within five (5) work days if they desire to return to work. It is the laid off employees' responsibility to inform the employer of current address and phone number where they can be reached. Notice of recall shall be by mail, confirmed email or personal phone call.

I. TEMPORARY SCHOOL SUMMER VACATION PERIOD EMPLOYMENT

Non-probationary bargaining unit employees will be given first opportunity to fill temporary school vacation period job openings* on the following basis and with the following exceptions:

1. Management reserves the right to hire up to four (4) students as temporary summer employees.
2. Trades requiring specific licenses or permits will be hired from without, i.e., plumbers, electricians, etc.
3. All other positions will be posted. The posting(s) will include details on the job(s) in question. Applicants for the job(s) must be able to meet the specific qualifications of the job(s) in question.
4. All of the positions will be posted in the standard manner. Management will send a copy of the posting along with the job description to the AFSCME Business Agent.
5. These temporary employees will accrue health benefits and sick leave as appropriate and holiday pay for holidays that occur during the employment period.
6. When performing jobs outside of their classification employees will be paid on the appropriate custodial pay scale.
7. Hours worked filling a temporary opening will not be counted towards seniority in that classification nor with the district.

* For purposes of this subsection, temporary school vacation period job openings shall mean temporary, regular and recurring employment for a defined period of time during the summer vacation months. This may involve work on special projects or substitute custodial work while others are on vacation.

J. EXTRA SUBSTITUTE WORK FOR SCHOOL OFFICE ASSISTANTS

Secretarial substitute work, caused by a short-term absence or vacation, shall be offered to available, qualified school office assistants by seniority first within the building, then

within the classification. If no qualified school office assistant is available, management may hire a substitute.

K. ADDITIONAL TEMPORARY WORK OPPORTUNITIES IN TEMPORARY POSITIONS

1. **Additional Work Opportunities.** In order to supplement employees' work hours, the District may offer bargaining unit employees additional work opportunities in temporary positions. For purposes of this provision, temporary positions are positions which are open on an as needed, short-term basis resulting from employee absences during the school year and summer due to sickness, vacation and the like and for which the District would normally use a substitute. Due to its temporary nature, employees working in temporary positions will not accrue benefits (vacation, sick leave, etc) or seniority in the classification of the temporary position and shall be paid at the Base Custodial rate.
2. Employees wishing to participate may submit their name to the Support Services Manager. Participation is strictly voluntary. It is the Board's intent to provide additional work opportunities of this nature on an equitable basis to employees who have expressed a desire to participate. Management shall generally assign temporary work on a rotating basis to qualified employees, reserving the right to decline assignments when it deems appropriate under the circumstances, would conflict with an employee's regular scheduled work and/or create overtime. In addition, the Board reserves the right to continue to assign such work to non-bargaining unit members. Denial of additional work assignments and/or removal from the list are not subject to grievance or arbitration. However, disciplinary action, which could affect an employee's continued employment as per his/her letter of assignment, is subject to just cause as provided under Article 25 of the collective bargaining agreement. Employee participation shall be voluntary.
3. It is not the intent of the Board to use temporary work assignments permitted under this provision to erode bargaining unit work.

In addition, exempt from this provision are:

- a. Secretarial substitute work necessitated by employee provision (*See* Article 9(J));
- b. Temporary school vacation employment (*See* Article 9(I); and
- c. When an employee is assigned additional work within his/her classification immediately before or after his/her regular shift. In such instances the employee shall be paid his/her regular rate of compensation for his/her classification.

L. ADDITIONAL PART-TIME SCHOOL-YEAR ASSIGNMENTS TO SUPPLEMENT EMPLOYEE HOURS

In order to supplement employee work hours during the school year, the District may offer support staff employees part-time positions (of two hours or less per day and 10 hours or less per week)* in other classifications within the bargaining unit that remain vacant after the job vacancy process contained in Article 9F has been exhausted.

Designated part-time positions shall be offered on a seniority/qualified basis.

Participation shall be strictly voluntary. Wages for these positions shall be determined by the negotiated wage scale for the classification of the part-time position, with scale placement according to longevity within the District. Seniority within the classification shall be earned, starting from initial employment in the part-time position. Employees will be required to complete a 60 working day probationary period which may be extended for good cause. Separate letters of assignment shall be issued and benefits determined in accordance with the contractual provisions for each classification, except that for the purposes of determining leave benefits (sick leave, personal leave, etc.) daily hours for both positions shall be combined. In the event of the elimination, reduction, or consolidation of the part-time position, Article 9(G) shall be used.

ARTICLE 10 – SICK LEAVE

- A. For the purpose of this section, sick leave with pay shall mean any non-service-connected sickness or disability, which renders an employee unable to perform the duties of his/her employment.
- B. Employees shall be eligible for sick leave after successful completion of their probationary period.
- C. Sick days to accumulate at the rate of one and one quarter (1 1/4) days per month for all employees, accumulative to one hundred twenty (120) days. Time will be accumulated only for months worked.
- D. Compensation for sick time will be based on the individual hours worked as set forth in the individual's job assignment letter(s).
- E. Any person who is in a part time position, which becomes a full time position, shall receive full prorated credit for his/her prior service.
- F. An employee may at the beginning of each fiscal year:
 - 1. Elect to sell back to the District half of all unused sick time accumulated during that fiscal year and be compensated at a rate which is equal to 1/2 of his/her standard rate of pay. Payment to be made on the last payroll of the fiscal year;
 - 2. Elect to accumulate their unused sick time for future use to the one hundred twenty (120) day accumulation limit.

- G. Any employee that accumulates over one hundred twenty (120) days of sick leave shall be compensated for one-half (½) of that amount over 120 days accumulation which is to be paid the last payroll at the end of the school year.
- H. Any school year employee using less than five (5) sick days in the prior school calendar year, may elect to cash-in up to two (2) sick days during the Thanksgiving break and up to two (2) sick leave days during the Christmas break.
- I. The District shall provide a written statement for every employee at the beginning of each school year (in September) indicating the total sick leave accumulated.
- J. Up to ten (10) days of paid sick leave for the employee's family sickness shall be granted per year, if the employee has sufficient unused sick leave time accumulated.
- K. Upon retirement and/or separation in good standing, after fifteen (15) years of service, a regular employee shall receive one-half (½) of all accumulated sick leave, not to exceed thirty (30) days, at the time of retirement and/or separation in good standing, in a lump sum at the employee's per diem rate of pay. Said lump sum to be paid no later than thirty (30) days after the effective date of retirement and/or separation in good standing date.
- L. The Board may request a physician's certificate from a Board selected physician for any employee who has:
1. been absent for at least three (3) consecutive days, or
 2. been absent for more than eight (8) days in any school year.
- M. The physician's certificate shall state the specific nature of the illness or disability. The employee may, at Board expense, request another physician's opinion. Failure to comply with a request for a certificate shall result in a loss of pay for the days in question.
- N. Attendance is a relevant factor in assessing employee performance. The Superintendent/Support Services Manager has the discretion to require appropriate documentation whenever he/she suspects that sick leave is being misused or whenever there appears to be a pattern of absences that he/she believes warrant further investigation. Examples of such patterns include, but are not necessarily limited to, consistent Monday and/or Friday absences; absences just before or after vacation periods or holidays; frequent, short, unscheduled absences without a documented medical reason or employees who consistently utilize all or most of their sick days within a year without supporting medical documentation, although within the amounts permitted under the collective bargaining agreement. Employees who misuse sick leave shall be subject to corrective action, up to and including discharge.

O. SICK LEAVE BANK

In order to initiate a sick leave bank, each employee on a voluntary basis places from one to three of their sick leave days into a "Sick Leave Bank" to be used in an emergency situation. When an employee has used up all of his/her accumulated sick leave days, he/she may draw from the Sick Leave Bank. The maximum number of days that can be taken from the Sick Leave Bank by any member for any one sickness/injury is to be equal to one half (1/2) the number of sick days that this member has to his/her credit with the School District at the start of the sickness/injury. This maximum number is not to exceed twenty (20) days in any case. Total number of days in the bank is not to exceed 300 days. In the event the bank falls below twice the number of unit members' days, the Union may replenish the bank from employees' sick days. Upon retirement or separation from the district, an employee may elect to donate up to five (5) days to the bank. Use is to be at the discretion of the Executive Council of Local 2178-02. A copy of the Sick Leave Bank Regulations, Local 2178-02 will be provided to management at the beginning of each Agreement year.

The Executive Council shall furnish to the Superintendent copies of all documents and materials relating to the administration of the sick leave bank, including, all employee' applications, supporting documentation, and all decisions by the Council to grant or deny the award of sick leave bank days.

ARTICLE 11 – LEAVES OF ABSENCE

A. PAID LEAVES

1. Bereavement Leave

a. Immediate Family

In the event of the death of an immediate family member (spouse, parent, step-parent, child, brother, sister, step-child, and significant other or legal dependent who resides with the employee) the employee shall be granted five (5) days leave of absence with full pay.

b. Extended Family

In the event of death in the extended family of an employee (grandmother, grandfather, grandmother/grandfather-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, daughter/son-in-law, and step-grandchild) the employee shall be granted three (3) days leave of absence with full pay.

2. Jury Duty

a. Employees shall be granted a leave of absence anytime they are required to report for Jury Duty or Jury Service.

- b. Upon presentation of an official statement of Jury Pay received, the employee shall be paid the difference between any Jury Duty compensation and their regular wages for each day of Jury Service, provided lost time falls within the work week of the employee.
- c. Employees excused from Jury Duty during normal work hours shall report back to their places of employment promptly.

3. Education

The Union Chairperson or designate, will be notified of conferences, seminars, brief sessions, etc., relating to their classification, whenever possible. Employees who are authorized, by the Support Services Manager, and attend said sessions, shall receive full pay plus expenses.

4. Tuition Reimbursement

Support Staff will receive payment for credits, which have been approved by the Support Services Manager. If a course is offered by the District or is offered by another agency and is held within the district and the course is free of charge, support staff will not be reimbursed for taking a comparable course elsewhere, but will be permitted to attend the course at the District's expense provided attendance does not interfere with scheduled work and has the approval of the Support Services Manager.

- a. Reimbursement shall be made following successful evidence of completion of the course. Submission of a passing grade report or certificate of completion shall constitute evidence of successful completion.
- b. Reimbursement will be limited to two courses in any twelve-month period.
- c. Up to \$400 for required books and a tuition limit of up to \$900 shall be paid per year. Evidence of payment must be provided for reimbursement.

Should Support Staff be required by the administration to attend conferences, seminars, briefing sessions, or other functions of a similar nature, the expenses incurred shall be paid by the District.

5. Military Service

Any employee who is a member of a reserve force of the United States or of this State, and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State, shall be granted a leave of absence without loss of seniority during the period of such activity in accordance with state and federal law.

6. Personal

Each employee will be entitled to use up to two (2) days of personal leave per year without loss of pay. Leave may be taken in full day or half day increments. Personal time will be granted with the following limitations:

- a. Approval must be requested from the Support Services Manager in writing (a form is provided at each worksite) at least two (2) days in advance. Approval must be received prior to taking the day off. In cases of emergency, such approval may be sought retroactively. Personal day request forms will be returned to the employee as soon as practicable, but in any event the employee shall receive a response not later than one and one half (1-1/2) days after the request is received by the Support Services Manager.
- b. Leave will be used for only the purpose of conducting necessary personal (non-job-related) matters which require the employee's absence from school and which cannot be conducted at a time other than working hours.
- c. Personal leave will be available for the reasons listed below:
 - i. Necessary court appearance;
 - ii. Graduation, wedding, or baptism in the employee's immediate family;
 - iii. Closing a mortgage;
 - iv. Emergency in employee's home, such as fire, flood, etc.;
 - v. Necessary appearances at educational institutions on behalf of children or spouse;
 - vi. Attendance at a funeral not covered under bereavement leave;
 - vii. One day without reason stated provided that the Superintendent's Office is given two days' notice and that such leave is not used immediately before or after a holiday or vacation.
- d. Personal leave may be granted at the Support Services Manager's sole discretion for other necessary personal business, but will not be approved to extend a vacation, to pursue a second or auxiliary income, to substitute for a specific leave of absence else-where provided in this contract, or for matters that are basically for convenience or personal fiscal expediency and which do not meet the test of being necessary.

- e. Personal leave will not accumulate. Unused days shall convert to sick leave days at the end of the year and be added to the employee's sick leave accumulation.
- f. "Immediate family" means, for purposes of personal leave, the employee's father, mother, spouse, son, daughter, brother, sister, and/or step child.
- g. In cases of emergency or extreme hardship, the Support Services Manager will have the authority to approve, at his/her sole discretion, use of personal leave for other reasons on a case by case basis. Such approval shall not be arbitrarily withheld. If denied, the reason(s) shall be in writing.

7. Administrative Union Leave

The Employer shall agree to grant administrative leave with pay for one member of the unit for a maximum of two (2) days or for two (2) members for one (1) day each to attend Union conventions, conferences, workshops and other Union business. Additional days without pay may be granted for official Union business.

B. UNPAID LEAVE

1. Reasonable Purpose

Leaves of absence for a limited period, not to exceed six (6) months, may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period not to exceed an additional six (6) months. No leave of absence will be granted to any employee in order to accept employment outside of M.S.A.D. No. 54 except under extenuating circumstances. An individual granted a leave of absence of less than six (6) months has the option of returning to his/her original position.

2. Parental Leaves

Parental leave shall be granted in accordance with State and Federal Statutes.

3. Medical

A medical leave shall be granted to the employee upon proof by his/her physician that the employee is unable to perform his/her job. Said leave shall not exceed a six (6) month period. An extension of an additional six (6) months may be approved by the Support Services Manager upon request by the employee.

4. Education

Employees, with the approval of the Support Services Manager, may be granted leaves of absence for educational purposes not to exceed one (1) month in any calendar year to attend conferences, seminars, briefing sessions, or other functions of

a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

5. **Military Service**

Any employee who is a member of a reserve force of the United States or of this State, and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State, shall be granted a leave of absence during the period of such activity.

6. **Sporadic Days Off**

Upon prior approval, an employee may take sporadic days off without pay. Day(s) off without pay shall result in a reduction equal to the pay(s) for the days(s) taken. Day(s) off must be approved in writing two (2) days prior to their being taken and only for the purpose of conducting necessary matters which require the employee's absence from work. Every effort should be made by the employee to conduct such matters during non-work hours. Participants shall not receive holiday pay if sporadic day(s) off are taken in conjunction with holidays but all other benefit programs will continue unchanged.

C. **FAMILY MEDICAL LEAVE**

Eligible employees shall be entitled to unpaid leave and continued health insurance benefits consistent with the terms of the federal Family Medical Leave Act (FMLA). Employees may also access other available leaves under this Agreement for which the employee is eligible under the circumstances (i.e. personal sick leave in the event of a serious health condition or family leave in the event of the need to care for a family member) and all such leave will run concurrent with FMLA leave. The Board will use a "rolling" year for purposes of determining eligibility for FMLA leave. This means that if a qualifying employee initiates FMLA leave on March 13, the employee will have available up to 12 weeks of FMLA leave through March 12 of the following year.

ARTICLE 12 – VACATIONS

A. **ELIGIBILITY AND ALLOWANCES**

1. For all union employees hired on a 52-week basis, vacation pay will be based on the following:
 - a. Five (5) working days upon completion of one (1) year of employment;
 - b. Ten (10) working days upon completion of two (2) years of employment;
 - c. Fifteen (15) working days upon completion of seven (7) years of employment;

- d. Twenty (20) working days upon completion of thirteen (13) years of employment.
 - e. Twenty-five (25) working days upon completion of twenty-five (25) years employment.
2. For purposes of calculating the anniversary date, any employee transferring from school year employment to 52-week employment shall be credited for vacation according to his/her previous years of service at a prorated basis based on a 40-hour week. As an example, this means that if a bus driver/food service employee who has been employed with the district for 10 years and is regularly scheduled to work four hours per day for a 175 day school year (plus 11 paid holidays) then transfers to a 52 week position, the employee will receive prorated credit for purposes of vacation accrual as follows: $10 \text{ Years} \times (186 \text{ days}/260 \text{ days}) \times 20 \text{ hours}/40 \text{ hours} = 3.6 \text{ years}$ of employment.
 3. Any employee transferring from school year employment to 52-week employment shall be eligible for vacation according to his/her previous years of service at a prorated basis based on a 40-hour week.

B. VACATION PAY

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job.

C. VACATION PERIOD

1. All school office assistant vacations will be taken during one of the scheduled school vacation periods, except that up to five (5) days' vacation may be taken during the school year with approval of the Support Services Manager. Custodial vacations may be scheduled during the student school year with prior approval of the Support Services Manager and subject to the availability of substitutes. District maintenance personnel and bus mechanics may take vacations during time when school is in session.
2. An employee may not take more two (2) weeks' vacation or unpaid leave in any one vacation period.
3. All conflicts between employees concerning vacation time selection will be decided based upon longevity.
4. Vacation approvals will be based upon the needs of the District as they apply to plant maintenance, bus maintenance, school cleaning, repairs, etc. and school program considerations.
5. The vacation enrollment period is from January 2nd, or the first work day thereafter, until January 30th for the ensuing calendar year. Employees wishing to secure

vacation dates shall submit their requests for up to two weeks' vacation. Vacation schedules shall be awarded in no more than two increments (meaning that an employee can request a single vacation slot of two full weeks or alternatively two vacation slots of one full week each), on a rotating basis, in each classification/building as may be appropriate, starting with the employee with the greatest longevity in the classification/building until all requests have exhausted. Employees wishing to secure vacation dates must submit a request to the central office on a form provided by the District. The Administration will respond by February 15th for requests submitted during the open enrollment period or within fifteen (15) days from the request if made after the open enrollment period. Requests submitted after the open enrollment period shall be considered on a first come, first served basis.

6. The approval/denial of an employee's requested vacation dates shall be based upon the needs of the District as set forth in subsections 1, 2 and 4 above. If vacation is approved by Management, approval cannot be withdrawn. An employee may cancel vacation after it has been approved provided that this right is not abused.
7. Exceptions to these rules may be permitted on a case by case basis.
8. All vacation longevity dates will be the anniversary of the date of hire of each employee. This will allow the business office to provide an accurate timely listing of each member's vacation days
9. With regard to vacation time, any person who is in a part time position which becomes a full time position shall receive full prorated credit for his/her prior service. Any person who is in a full-time year-round position which subsequently becomes/transfers to a part-time year-round position shall have any accrued vacation hours over and above vacation hours provided for the position cashed out at their current value. As an example, an employee who moves from an eight (8) hour year-round position to a four (4) hour-year round position and is entitled to three (3) weeks' vacation shall receive a cash-out of sixty (60) hours' vacation on the year of conversion.
10. Vacation must be used within a twelve month period after it is earned. No vacation time may be carried over to the following year.

D. VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION

Any employee who is laid off, retired, or separated from the service of the employer for any reason prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation.

ARTICLE 13 – WAGES

A. WAGE SCHEDULE

Employees shall be compensated in accordance with the wage schedule attached to this agreement and marked Appendix A. The attached wage schedule shall be considered part of this Agreement. Pay schedule steps will be for time in service with the District rather than time in classification. This will not be retroactive.

B. PAY PERIOD

The salaries and wages of employees shall be paid bi-weekly, on Friday of the appropriate week. In the event this day is a holiday, the preceding day shall be the payday. Paychecks/pay stubs shall be distributed in envelopes.

ARTICLE 14 – REPORTING TIME

- A. Every effort shall be made to notify employees if they are scheduled to work and work is not available because of emergency situations.
- B. Any employee who is scheduled to report to work and, because of emergency situations, work is not available to them, upon arrival shall be paid at his/her regular rate for two (2) hours work at the appropriate rate.

ARTICLE 15 – CALL TIME

Any employee called back to work by the Superintendent/designee or the employee's supervisor, outside of his/her regularly scheduled shift, shall be paid for a minimum of two (2) hours. Call time shall not include annexed time just before or after a normally scheduled shift.

ARTICLE 16 – OVERTIME

A. RATE OF PAY

Time and one half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

B. WEEKLY

All work performed in excess of forty (40) hours in any workweek.

C. SATURDAY WORK

All work performed on Saturday excluding Bus Drivers, regular employees that are regularly scheduled to work Saturdays, call in employees (to be paid call in pay only).

D. SUNDAY WORK

Double time shall be paid for all work on Sunday excluding Bus Drivers, regular employees that are regularly scheduled to work Sundays, call in employees (to be paid for call in pay only).

A paid holiday will be counted as a day of work for overtime computation purposes. Saturday holidays shall be observed on the Friday preceding, Sunday holidays on the Monday following. If Veteran's Day falls on a Saturday or Sunday and the Board does not close schools on either Friday or Monday before or after the holiday, employees shall receive pay for that holiday.

E. DISTRIBUTION

Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime.

Overtime work shall be distributed equally as follows:

1. Custodians – first by custodians working within the same building, then by seniority within classification;
2. Maintenance Persons – exceptions to overtime if heating, plumbing and/or electrical work are involved;
3. Full time bus drivers – with approval of the immediate supervisor;
4. School nutrition employees – with the approval of the immediate supervisor, first by employee working in the same building, then by seniority within the classification;
5. District-Wide Delivery Person/Bus Driver – with the approval of the immediate supervisor.
6. A record of the overtime hours worked by each employee shall be posted as follows:
 - a. For Custodians – in each building with two or more custodians;
 - b. For Maintenance – in maintenance shop;
 - c. For Bus Drivers – in the bus garage;
 - d. For Bus Mechanics – in the bus garage;
 - e. For School Nutrition Employees – in all cafeterias;

- f. For District-Wide Delivery Person/Bus Driver – in warehouse;
 - g. For Bus Driver/Custodians – in the bus garage;
 - h. Lead Mechanic – in the mechanics garage and bus garage.
7. The distribution of overtime shall be equalized following completion of this Agreement.
 8. When overtime work is available it shall go to regular employees in the bargaining unit.
 9. The procedure to establish overtime credit shall be as follows:
 10. Overtime Rotation List:

The Board shall establish an Overtime Rotation List for each classification listed above. Employees wishing to participate shall sign up via e-mail in September and February.

Employees shall be listed by order of seniority, with the most senior employee within the classification first. Overtime shall be assigned on a rotating basis according to the list, either to employees within the building or within the District, as provided for in Subsection E above, except as provided below. Employees refusing overtime shall be charged with overtime. Three or more refusals shall result in the employee being deleted from the list until it is posted for open enrollment again.

If all persons refuse overtime, the District may use a substitute or require the most junior employee on the list to perform the assignment. Exceptions to the overtime assignment may occur when the work required carries a special need to the District or when the overtime work is annexed to an employee's regular shift.

Generally, the District shall post overtime openings two weeks in advance. Employees may be excused from an overtime assignment if absent because of bereavement or illness, or the employee has provided two weeks advance notice of his/her unavailability. In the event an overtime assignment is cancelled, the employee will be assigned the next available unassigned work assignment.

F. BUS DRIVERS

The Union recognizes that the primary responsibility of the regular driver is his or her regularly scheduled run.

The District will recommend the use of qualified drivers from the bargaining unit to any agency or organization using MSAD No. 54 buses for any purpose.

Should a bus driver lose a trip that was already assigned to them, that driver shall be allowed to select a trip of equal or lesser value to make up for the lost trip. This shall be done prior to the following week's trip list being offered to any drivers.

1. Trip List. At the beginning of the student school year, the Transportation Director shall establish a Trip List for all bus drivers seeking to supplement their regularly assigned work hours. The Trip List shall be offered on a volunteer basis. The Bus drivers shall be listed in descending order of seniority, starting with the driver with the greatest seniority first. The List shall be posted at the bus garage.
2. Trip List Assignments. Trip assignments shall include field trips and sports trips that occur during the school term and/or school vacation (other than summer vacation). Trips shall be assigned to bus drivers on the Trip List on a rotating basis, provided the assignment does not interfere with the driver's regularly scheduled run, and/or create overtime. The intent of this provision is to assign trips, when possible, to help bus drivers achieve a forty (40) hour work week.
3. Refusal. Any bus driver on the Trip List who refuses a trip, will be charged with the additional hours refused.
4. Posting. Trip assignments will normally be posted weekly on Thursday. Once posted, the assignments shall not change. Any additional trips that arise due to lateness or returned by a driver will be assigned on the Alternate Rotation List by seniority on a rotating basis. These assignments will not affect the regular rotation list.
5. Substitutes. Substitutes may be used for trips when regular bus drivers are unavailable due to the conditions set forth in subsection 2.
6. Disputes as to the Assignment of Additional Runs. The Transportation Director shall use his best faith efforts to assign bus runs in accordance with subsection 2. The parties recognize that the assignment of such runs requires a degree of judgment and discretion. Any dispute regarding the assignment of additional runs shall be resolved through a committee consisting of the Transportation Director, the Union Steward and the Support Services Manager. In the event that a trip has been incorrectly assigned, absent bad faith, the remedy shall be that the adversely affected employee shall be assigned the next available trip, subject to subsection 2.
7. Emergencies. Unscheduled or unanticipated additional trips may be assigned to regular bus drivers or spares without regard to subsection 2 if the District makes a good faith attempt to follow the List and the District had less than twenty-four hours' notice of its need.

G. BANQUETS

Cafeteria employees shall be paid overtime rate for working banquets or double time if working on a Sunday. Working banquets will be assigned on a rotating basis, by seniority within each building.

ARTICLE 17 – DISCIPLINE AND DISCHARGE

A. DISCIPLINE

Discipline action or measures shall include only the following:

1. Oral reprimand;
2. Written reprimand;
3. Suspension (notice to be given in writing);
4. Discharge.
5. In certain circumstances, and with mutual agreement between the parties, other forms of discipline such as demotion or transfer may be utilized, provided such action does not, in any way, become precedent, nor can it be used as the basis for a subsequent grievance.
6. Depending on the nature and the severity of an incident which requires disciplinary action, the District may discipline an employee using the appropriate step(s) above.
7. Disciplinary action may be imposed upon an employee for, but not limited to, the following:
 - a. misconduct during employment;
 - b. incompetence or inefficiency;
 - c. failure to perform assigned duties;
 - d. disobedience of a supervisor;
 - e. intoxication while on duty;
 - f. failure to observe rules and regulations established by the Committee and administration;
 - g. conviction of a felony;

- h. incompatibility with other employees;
 - i. unauthorized absence from duty;
 - j. inappropriate language or actions with students.
8. Any disciplinary action or suspension of an employee by the employer shall be for just cause. Any discipline is subject to the grievance and arbitration provision of this Agreement.
9. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
10. Whenever any employee is required to appear before management for a disciplinary inquiry she/he shall be given prior written notice of the reason(s) for such meetings and shall be informed of his/her right to have representation at such meeting.

ARTICLE 18 – SETTLEMENT OF DISPUTES

A. GRIEVANCE AND ARBITRATION PROCEDURES

Should the Union, or one of its members, feel aggrieved concerning the meaning or application of any provision of this Agreement, they may seek adjustment of the grievance as follows:

(Note: The time limits specified in this article may be extended by mutual agreement.)

1. Informal Procedure

If an employee feels that she/he may have a grievance, she/he should first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally. If the employee is not satisfied with such disposition of a matter, she/he shall have the right to have a union representative assist him/her in any efforts to resolve the problem informally with the supervisor.

2. Formal Procedure

If the aggrieved person is not satisfied with the outcome of the informal procedure, the Union may present his/her claim as a formal grievance in writing. The grievant shall state the facts giving rise to the grievance, the contract provisions allegedly violated, and the remedy sought on the official grievance form attached hereto as Appendix C. The grievance shall be processed sequentially through the following steps:

Step I. If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Union Grievance Committee to the Support Services Manager.

This shall take place within ten (10) working days of the date of the grievance or of the employee's knowledge of its occurrence. Within three (3) working days of the receipt of such notice, a formal conference shall be scheduled with the Support Services Manager. The Support Services Manager shall respond to the Union Steward or the Grievance Committee in writing within three (3) working days.

Step II. If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Union Grievance Committee to the Superintendent of Schools within seven (7) working days after the Support Services Manager's response is due. Within three (3) days of the receipt of such notice, an informal conference shall be scheduled with the Superintendent. The Superintendent shall respond to the Union Steward or the Grievance Committee in writing within three (3) working days following the scheduled meeting.

Step III. If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union Representative or Grievance Committee to the Board of Directors in written form within seven (7) working days after the response of the Superintendent is due. The Union shall receive notice of a Step III grievance submission to the Board. The Board of Directors shall respond in writing to the Union Steward, Representative or Grievance Committee (with a copy of the response to the local Union Chairperson) within five (5) working days after a regular scheduled board meeting.

Step IV. If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the Board of Directors is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the union within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, the State Board of Arbitration and Conciliation shall be requested by either or both parties to serve as arbitrators on the grievance.

The decision of the arbitrator(s) shall be final and binding on the parties subject to judicial review consistent with applicable statute, and the arbitrator(s) shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

If either party desires a verbatim record of proceedings, it may cause such a record to be made, providing it pays for the records and makes copies available without charge to the other party and to the arbitrator.

All proceedings initiated against the employee by the employer shall be in accordance with the grievance procedure.

B. GRIEVANCE COMMITTEES

Employees selected by the Union to act as Union representatives shall be known as “stewards.” The name of employees selected as stewards, and the names of other Union representatives who may represent employees, shall be certified in writing to the Employer by the local Union, and the individuals so certified shall constitute the Union grievance committee.

Processing Grievances During Working Hours

The employer agrees that the applicable Union Grievance Committee member will be allowed, without loss of pay to:

1. Respond to a request of an employee(s) to investigate and process a grievance;
2. Transmit official Union communications to the employer; and
3. Consult with the employer, or its designee, concerning the interpretation and/or application of this Agreement.

Grievance Committee Member shall obtain the consent of his/her supervisor, or designee, and the employee’s supervisor or the Support Services Manager, whenever he/she wishes to attend to the aforementioned union business. Consent shall not be unreasonable denied.

The provisions of this Article are not to be abused by Grievance Committee Members.

Labor/Management Committee

The parties agree that there shall be a Labor Management Committee established. The purpose of this Committee shall be to discuss all matters of concern to either party. Each party shall submit an agenda for each meeting. All meetings shall be held at mutually agreeable times.

ARTICLE 19 – STRIKES AND LOCKOUTS

A. LOCKOUTS

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

B. STRIKES

No strikes, slowdowns or work stoppages of any kind shall be caused or sanctioned by the employees or the Union during the term of this Agreement.

ARTICLE 20 – GENERAL PROVISIONS

A. PLEDGE AGAINST DISCRIMINATION AND COERCION

The provision of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership, or because of any employee's activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

B. UNION BULLETIN BOARD

The Employer, within reason, agrees to furnish and maintain suitable bulletin boards to be used by the Union.

The Union shall limit its posting of notices and bulletins to such bulletin boards.

C. EVALUATIONS

No evaluation shall be placed in the employee's file without a prior conference between the evaluator and the employee. No employee shall be required to sign a blank or uncompleted evaluation form.

Any complaints regarding an employee made to any member of the administration by a parent, student or other persons, which are used in any manner in evaluating an employee, shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint.

Any employee shall have the right upon request to review the contents of his/her personnel file and to receive copies of any document contained therein. An employee shall be entitled to have a representative of the Union present during such review.

At least once every two years, an employee shall have the right to indicate those documents and/or other materials in his/her file, which she/he believes to be obsolete or

inappropriate. Said documents shall be reviewed by the Support Services Manager, and, if in the Support Services Manager's opinion, they are obsolete or inappropriate they shall be destroyed. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall have knowledge that she/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Support Services Manager and attached to the file evaluation.

D. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Employer agrees, during working hours, on the Employer's premises, and without loss of pay, local Union representatives with the approval of their immediate supervisor shall be allowed to:

1. Post Union notices;
2. Attend negotiating sessions. Paid attendance is limited to one member from each of the following shops: Custodians, Bus Drivers, Bus Driver/Custodians, School Office Assistants, Maintenance, School Nutrition Employees, Mechanics, District-Wide Delivery Person/Bus Driver, Officers and Chief Shop Steward;
3. Transmit communications, authorized by the local Union or its officers, to the Employer or his/her representatives;
4. Consult with the Employer, his/her representative or local Union officers;
5. Attend monthly labor/management committee meetings.

E. VISITS BY UNION REPRESENTATIVES

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether local Union representatives, District Council representatives or International representatives shall have access to the premises of the Employer at any time during working hours to conduct local Union business, upon authorization of the Support Services Manager.

F. WORK RULES

1. Informing Employees:

The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire. Affected

employees shall be notified of the implementation of new written work rule(s) prior to its/their effective date.

2. Enforcing:

Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

3. Complaints:

Any complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

G. SAFE WORKING CONDITIONS

The employer shall comply with OSHA regulations relating to safe working conditions.

ARTICLE 21 – UNIFORMS AND PROTECTIVE CLOTHING

Uniforms and protective clothing required under Occupational Safety and Health Act shall be provided by Employer.

The Board shall provide all unit employees with an identification badge. The Board reserves the right to require employees to wear their identification badge while working for the District.

Clothing worn by employees shall be whole, clean and appropriate for the job function assigned. Clothing with slogans or pictures that depict or promote smoking, drinking of alcohol, drugs, sex or breaking the law or a District policy will not be appropriate dress and will not be worn.

ARTICLE 22 – MANAGEMENT RIGHTS

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

ARTICLE 23 – SAVINGS CLAUSE

In the event any Article, Section, or Portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section, or Portion thereof.


ARTICLE 24 – PAST PRACTICE/IMPACT BARGAINING

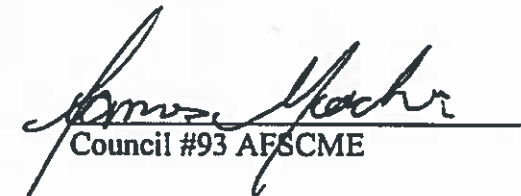
The parties were given a full opportunity to memorialize all prior understandings or practices (hereafter ‘past practices’) as a binding term of this Agreement. The parties agree that this Agreement is the entire Agreement and terminates all past practices. As such, the parties agree that a past practices cannot be the basis of a grievance. However, the Union retains the right to negotiate the impact of any change in past practice. To be a past practice, the practice or understanding must be long standing, known and accepted by both parties and the contract is silent or ambiguous on the issue.

ARTICLE 25 – TERMINATION


- A. This agreement shall be effective as of the 1st day of July, 2018, and shall remain in full force and effect through June 30, 2021. Negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.
- B. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the agreement is signed and made available to the Union Chairperson. On or about the opening of school, the Support Services Manager will make copies available to the membership.
- C. In witness whereof, the parties hereto have set their hands this 21 day of June, 2018.

For the Union


Chairperson
Local 2178-02


Council #93 AFSCME

For the Employer


Chairman of the
Board of School Directors


Superintendent of Schools

APPENDIX A – SALARY SCHEDULE

School Nutritionists (First Cooks w/1-2 Employees)

	July 1 - June 30	July 1 - June 30	July 1 - June 30
	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
Starting Pay	\$15.50	\$15.78	\$16.01
After 4 years	\$15.58	\$15.85	\$16.09
After 5 years	\$15.62	\$15.89	\$16.13
After 6 years	\$15.66	\$15.93	\$16.17
After 13 years	\$15.72	\$15.99	\$16.23
After 18 years	\$15.82	\$16.10	\$16.34

School Nutritionists (First Cooks w/3-5 Employees)

	July 1 - June 30	July 1 - June 30	July 1 - June 30
	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
Starting Pay	\$15.91	\$16.19	\$16.43
After 4 years	\$15.98	\$16.26	\$16.51
After 5 years	\$16.02	\$16.30	\$16.55
After 6 years	\$16.07	\$16.35	\$16.59
After 13 years	\$16.13	\$16.41	\$16.65
After 18 years	\$16.23	\$16.51	\$16.76

School Nutritionists (First Cooks w/6+ Employees)

	July 1 - June 30	July 1 - June 30	July 1 - June 30
	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
Starting Pay	\$16.63	\$16.92	\$17.17
After 4 years	\$16.70	\$16.99	\$17.24
After 5 years	\$16.73	\$17.02	\$17.28
After 6 years	\$16.78	\$17.07	\$17.33
After 13 years	\$16.84	\$17.13	\$17.39
After 18 years	\$16.98	\$17.28	\$17.54

School Nutritionists (2nd Cook/A La Carte)

	July 1 - June 30 <u>2018-2019</u>	July 1 - June 30 <u>2019-2020</u>	July 1 - June 30 <u>2020-2021</u>
Starting Pay	\$14.20	\$14.45	\$14.66
After 4 years	\$14.28	\$14.53	\$14.75
After 5 years	\$14.33	\$14.58	\$14.80
After 6 years	\$14.38	\$14.63	\$14.85
After 13 years	\$14.43	\$14.69	\$14.91
After 18 years	\$14.51	\$14.77	\$14.99

Other Cafeteria Employees

	July 1 - June 30 <u>2018-2019</u>	July 1 - June 30 <u>2019-2020</u>	July 1 - June 30 <u>2020-2021</u>
Starting Pay	\$13.04	\$13.26	\$13.46
After 4 years	\$13.36	\$13.60	\$13.80
After 5 years	\$13.67	\$13.91	\$14.12
After 6 years	\$13.92	\$14.17	\$14.38
After 13 years	\$14.09	\$14.33	\$14.55
After 18 years	\$14.23	\$14.48	\$14.70

District-Wide Delivery Person/Bus Driver

	July 1 - June 30 <u>2018-2019</u>	July 1 - June 30 <u>2019-2020</u>	July 1 - June 30 <u>2020-2021</u>
Starting Pay	\$15.25	\$15.52	\$15.75
After 4 years	\$15.68	\$15.96	\$16.20
After 5 years	\$16.39	\$16.67	\$16.92
After 6 years	\$16.47	\$16.76	\$17.01
After 13 years	\$16.55	\$16.84	\$17.09
After 18 years	\$16.70	\$16.99	\$17.25

Custodians

	July 1 - June 30 <u>2018-2019</u>		July 1 - June 30 <u>2019-2020</u>		July 1 - June 30 <u>2020-2021</u>	
	<i>w/out license</i>	<i>w/license</i>	<i>w/out license</i>	<i>w/license</i>	<i>w/out license</i>	<i>w/license</i>
Starting Pay	\$14.50	\$14.64	\$14.76	\$14.89	\$14.98	\$15.12
After 4 years	\$14.90	\$15.05	\$15.16	\$15.31	\$15.39	\$15.54
After 5 years	\$15.28	\$15.43	\$15.55	\$15.70	\$15.78	\$15.94
After 6 years	\$15.37	\$15.52	\$15.64	\$15.80	\$15.88	\$16.03
After 13 years	\$15.47	\$15.60	\$15.74	\$15.87	\$15.98	\$16.11
After 18 years	\$15.61	\$15.77	\$15.88	\$16.05	\$16.12	\$16.29

Bus Garage Mechanics

	July 1 - June 30	July 1 - June 30	July 1 - June 30
	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
Starting Pay	\$15.82	\$16.09	\$16.33
After 4 years	\$16.28	\$16.57	\$16.82
After 5 years	\$17.23	\$17.53	\$17.80
After 6 years	\$17.59	\$17.90	\$18.17
After 13 years	\$17.76	\$18.07	\$18.35
After 18 years	\$17.93	\$18.24	\$18.51

Bus Drivers

	July 1 - June 30	July 1 - June 30	July 1 - June 30
	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
Starting Pay	\$15.75	\$16.03	\$16.27
After 4 years	\$16.21	\$16.50	\$16.74
After 5 years	\$17.23	\$17.53	\$17.80
After 6 years	\$17.31	\$17.62	\$17.88
After 13 years	\$17.38	\$17.68	\$17.95
After 18 years	\$17.54	\$17.85	\$18.11

Bus Driver/Custodians

	July 1 - June 30	July 1 - June 30	July 1 - June 30
	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
Starting Pay	\$15.25	\$15.52	\$15.75
After 4 years	\$15.68	\$15.96	\$16.20
After 5 years	\$16.39	\$16.67	\$16.92
After 6 years	\$16.47	\$16.76	\$17.01
After 13 years	\$16.55	\$16.84	\$17.09
After 18 years	\$16.70	\$16.99	\$17.25

Maintenance Personnel

	July 1 - June 30	July 1 - June 30	July 1 - June 30
	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
Starting Pay	\$15.82	\$16.09	\$16.33
After 4 years	\$16.28	\$16.57	\$16.82
After 5 years	\$16.78	\$17.08	\$17.33
After 6 years	\$17.59	\$17.90	\$18.17
After 13 years	\$17.76	\$18.07	\$18.35
After 18 years	\$17.93	\$18.24	\$18.51

* Includes general maintenance fields. Boiler license will be paid by the Employer.

School Office Assistants (38 weeks/year)

	July 1 - June 30 <u>2018-2019</u>	July 1 - June 30 <u>2019-2020</u>	July 1 - June 30 <u>2020-2021</u>
Starting Pay	\$14.92	\$15.18	\$15.41
After 4 years	\$15.24	\$15.51	\$15.74
After 5 years	\$15.53	\$15.81	\$16.04
After 6 years	\$16.01	\$16.29	\$16.54
After 13 years	\$16.63	\$16.92	\$17.17
After 18 years	\$16.79	\$17.08	\$17.34

1. School-year-employed School Office Assistants.
2. The normal work year is 38 weeks.
3. The normal work week is 35 hours. Exception: May elect not to work on official storm days without pay.
4. Includes Alternative Ed. Office Assistants, Voc. Ctr. Office Assistants, Guidance Office Assistants, and Student Record Office Assistants in Guidance (SAHS) and all elementary, high school, middle school Office Assistants excluding those Office Assistants in the 52-week category below.

School Office Assistants (52 weeks/year)

	July 1 - June 30 <u>2018-2019</u>	July 1 - June 30 <u>2019-2020</u>	July 1 - June 30 <u>2020-2021</u>
Starting Pay	\$14.92	\$15.18	\$15.41
After 4 years	\$15.24	\$15.51	\$15.74
After 5 years	\$15.53	\$15.81	\$16.04
After 6 years	\$16.01	\$16.29	\$16.54
After 13 years	\$16.63	\$16.92	\$17.17
After 18 years	\$16.79	\$17.08	\$17.34

1. 52-week employee.
2. This position does receive vacation pay.
3. The normal week is 35 hours.
4. Guaranteed three positions, one in the office of the Principal as the SAHS, one in the office of the Principal at the middle school, and one Adult Ed Office Assistant.

If the Board determines that hours or weeks are to be reduced, the parties agree to bargain the impact of such reduction.

Van Drivers

	July 1 - June 30 <u>2018-2019</u>	July 1 - June 30 <u>2019-2020</u>	July 1 - June 30 <u>2020-2021</u>
Starting Pay	\$13.31	\$13.54	\$13.75
After 4 years	\$13.63	\$13.87	\$14.07
After 5 years	\$13.93	\$14.18	\$14.39
After 6 years	\$14.20	\$14.45	\$14.66
After 13 years	\$14.36	\$14.61	\$14.83
After 18 years	\$14.50	\$14.76	\$14.98

Note: The Van Driver scale is new for the 2015-18 contract. Van Drivers will be placed on the scale according to their time in service with the District, except that no van driver can move more than wage step in any one year.

Lead Bus Garage Mechanic

	July 1 - June 30 <u>2018-2019</u>	July 1 - June 30 <u>2019-2020</u>	July 1 - June 30 <u>2020-2021</u>
Starting Pay	\$20.32	\$20.67	\$20.98
After 4 years	\$20.74	\$21.10	\$21.41
After 5 years	\$21.15	\$21.52	\$21.84
After 6 years	\$21.59	\$21.97	\$22.30
After 13 years	\$22.11	\$22.50	\$22.83
After 18 years	\$22.63	\$23.02	\$23.37

APPENDIX B – HEALTH AND MISCELLANEOUS BENEFITS

Section 1

The Employer shall contribute to the cost of Blue Cross Blue Shield, Major Medical Plan (current group plan or other categories of benefits included in the enclosed cafeteria plan) for each full year or school year employee regularly scheduled to work a minimum of twenty (20) hours per week. Employees will be paid a benefit allowance for each week of work as delineated below. If school is extended because of storm days, the benefits shall be prorated for the extended day(s).

In Contract Year 2018-19:

30-40 hour/week	\$326.00*
20-29 hour/week	\$163.00*

*reflects a 7.75% increase over 2017-18 contributions.

In contract year 2019-20 and contract year 2020-21, the above Board weekly contributions towards health insurance shall increase by the same percentage increase as the annual increase in health insurance premium rates (under the Anthem – Choice Plus plan) over the prior contract year.

Starting on July 1, 2009, Board contribution towards health insurance for all employees shall be limited to the premium cost applicable under the Choice Plus plan. Employees electing coverage under the Standard Plan shall be responsible for any additional costs. Starting on July 1, 2013, the Board shall also offer coverage under the MEABT Standard 500 or Standard 1000 plans. Employees electing coverage under these plans apply the full amount of Board contributions under the Choice Plus plans to either of these less expensive plans, thereby reducing the employee's contribution levels.

Section 2

- A. An Employee hired after 7/1/96 shall receive up to the dollar amount identified in section 1 above, to be used only for the health insurance for which the employee is eligible. These employees are not eligible for the cafeteria plan identified below.
- B. Employees hired prior to 7/1/96, upon proof of insurance elsewhere, shall receive up to the dollar amount identified in section 1 above toward the purchase of health insurance coverage for which the employee is eligible or shall be eligible for the existing cafeteria plan capped at the amount identified below.

30-40 hour/week	\$94.49
20-29 hour/week	\$47.25

C. Cafeteria Plan Options

1. In accordance with Section 1 and Section 2 & B, above, an employee may elect to participate in any of the following fringe benefit plans:
 - a. AFSCME Health Care Programs (if implemented prior to the effective date of this Agreement);
 - b. MEA Health Care Programs (if implemented prior to the effective date of this Agreement);
 - c. Any existing health care program in which an employee is a member;
 - d. Income protection and/or life insurance;
 - e. Tax sheltered annuities;
 - f. Dental insurance;
 - g. Benefit cash given to the employee, which shall be taxable and shall be subject to all applicable withholding as required by law. Such cash shall be strictly in lieu of other options which the employee could have elected under the cafeteria plan, and shall not be considered to increase the wages paid to the employee for any purpose including with limitation the computation of overtime pay. This cash-in-lieu benefit is not available to any employee receiving health insurance through Medicare.
2. The District's contribution cost shall be limited to the applicable amounts as contained in Appendix B.
3. Any additional cost to the employee which results from his/her selection of any of the above cafeteria plan options shall be paid by the employee. The District agrees to deduct said cost on a pre-tax basis if the benefit is allowable under the rules and regulations governing cafeteria plans (Section 125 of the Internal Revenue Code).
4. Each year the enrollment period shall be established by the District and enrollment shall be completed prior to implementation date. Once selection is made by the employee, no further changes shall occur until the next open enrollment period, except for new employees.

Section 3

The Employer shall participate in the Maine State Retirement System Consolidated 2% Option Plan effective July 1, 1996.

Section 4

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Worker's Compensation protection for all employees.

Section 5

The Employer shall provide Social Security (O.A.S.I.) coverage for its employees.

Section 6

Employees shall suffer no loss of pay as a result of "Bomb Scares" or similar types of threats that disrupt the student school day.

Section 7

Employees will be paid at the IRS approved rate per mile when required to use their own vehicle for school district purpose. Prior written approval is required.

Section 8

School Bus Drivers, School Nutrition Employees, Van Drivers, and School year Custodians will normally work 38 weeks per year.

District-Wide Delivery Person/Bus Driver shall normally work 52 weeks per year.

Section 9

The employer agrees to replace, repair, or compensate at fair market value employee tools/accessories which are damaged at work. The broken or mutilated tool must be given to the Supervisor as soon as possible after it is damaged. If approved by the Supervisor, the employee may replace the tool and present a receipt to the Employer for reimbursement.

Section 10

Bus Drivers shall have all registration fees paid and shall receive wages for all time (excluding sleeping and free time) spent attending Spring and Summer Conferences and Training Sessions, providing the employee has received prior approval of the Support Services Manager for attendance at such meeting(s).

Section 11

A custodian must have a current boiler operator's license to be qualified to remain in the position of elementary, middle school, or high school day shift custodian. Members that transfer into one of these positions after 7/1/98 and are not qualified will be permitted to remain in these

positions until training is provided to meet this requirement. The district will pay for the training either by providing instruction or by paying the tuition for the course. Members will have up to one year from the date of assignment to qualify. Excluding grandfathered, those members that are not licensed at the end of the one year qualification period will no longer be qualified for the position and will be transferred to second shift. The unlicensed person will exchange positions with the most senior second shift person who wants the day position. Members that may want to transfer to the day shift in the future will be encouraged to attend the classes and obtain a license. The employer shall pay a one per cent (1%) shift differential to those elementary and middle school day shift custodians that have and maintain a current Boiler Operator's license.

Section 12

All MSAD #54 employees that may be required to transport students – i.e., Bus Drivers, Mechanics – must pass a yearly physical examination. The exam will comply with State Transportation licensing requirements. Additional test(s) will be performed to test the ability to lift up to 50 pounds, post-activity pulse, and hearing. Note: A treadmill will be used to test post-activity pulse. A doctor provided by the district will perform the physical examination.

APPENDIX C – SAMPLE OF OFFICIAL GRIEVANCE FORM

Name of Employee:

Department:

Classification:

Work Location:

Immediate Supervisor:

Title:

Statement of Grievance:

List applicable violation *[Applicant should state facts giving rise to grievance, date of occurrence and contract articles allegedly violated.]*

Adjustment required:

**I authorize the A.F.S.C.M.E. Local
in the disposition of this grievance.**

as my representative to act for me

Date

Signature of Employee

Signature of Union representative

Title

Date Presented to Management Representative

Signature

Title

Disposition of Grievance

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

Original to:

Copy:

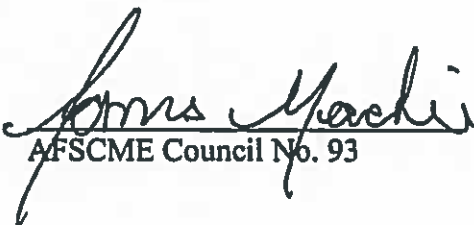
Copy: Local Union Grievance File


Note: One copy of this grievance and its disposition to be kept in grievance file of local union.

APPENDIX D – SIDE AGREEMENT FOR CONTRACT TERM (2018-21) BUS DRIVER HEALTH INSURANCE

- A. Bus Drivers who were regularly scheduled to work 30 hours or more per week for the 2009-10 school year, and whose regularly scheduled hours were reduced in the 2010-11 school year to 20 to 29 hours per week as a result of the District's implementation of single bus runs, shall continue to receive Board contributions for health insurance/cash-in-lieu at the full-time employee level (30 hours per week or more) for the term of the collective bargaining agreement (2018-21) as long as employed by the Board in a 20 to 29 hours per week bus driver position.
- B. Bus Drivers who were regularly scheduled to work 30 hours or more per week for the 2009-10 school year but elected not to receive health insurance coverage during the 2009-10 school year are not grandfathered under subsection A above.
- C. Notwithstanding subsection A above, Bus Drivers who are regularly scheduled to work 20 to 29 hours per week shall receive single subscriber insurance under the district's health insurance policy.

This Agreement shall expire on its own terms and shall have no continuing effect unless extended in writing.

By: 
AFSCME Council No. 93

By: 
Brent Colbry, Superintendent
On behalf of the M.S.A.D. No. 54
Board of Directors

Date: 6/20/18

Date: 6/21/2018