

THE CONTRACT FOR BUS DRIVERS, CUSTODIANS, AND
MECHANICS

MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 1

as negotiated by

LOCAL 2177, COUNCIL 93 AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

and

THE BOARD OF DIRECTORS OF MAINE SCHOOL
ADMINISTRATIVE DISTRICT NO. 1

July 1, 2021 through June 30, 2024

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TABLE OF CONTENTS		
ARTICLE	DESCRIPTION	PAGE NUMBER
1	General	2
2	Recognition	2
3	The Bargaining Unit	2
4	Public Employees	2
5	Definitions	2
6	Contract Grievance Procedure	4
7	Labor Management Committee	6
8	No Strike or Lock Out	7
9	General Provisions	7
10	Checkoff	8
11	Probationary Period	9
12	Seniority	9
13	Vacancies	9
14	Personnel Reduction	10
15	Hours of Work	11
16	Rest Periods	13
17	Meal Periods	13
18	Clean-Up Time	14
19	Call Time	14
20	Sick Leave	14
21	Vacation Time	15
22	Special Scheduling	16
23	Holidays	16
24	Other Leaves with Pay	17
25	Safety	17
26	Workers Compensation	18
	Protection of Property and Equipment	18
27		
28	Informing Employees	18
29	Labor Requirements	19
30	Management Rights	19
31	Discipline	19
32	Union Activities on Employers' Time and Employers' Premises	20
33	Wages	20
34	Insurance Benefit	22
35	Duration of Contract	22
36	Negotiation Procedure	22
37	Amendment Clause	22
38	Hold Safe Clause	23

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1 ARTICLE 1 - GENERAL

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3 This contract entered into by the Board of Directors of Maine School Administrative District
4 No. 1, hereinafter referred to as the Employer, and Local 2177 of Council 93, A.F.S.C.M.E.,
5 AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious
6 relations between the employer and the employees, the establishment of hours and working
7 conditions, and the establishment of equitable and peaceful procedures for the resolution of
8 differences in the interpretation and application of this contract.
9

10 ARTICLE 2 - RECOGNITION

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12 The Employer recognizes Council 93, American Federation of State, County and Municipal
13 Employees, Local 2177, AFL-CIO, hereinafter referred to as the Union, as the sole and exclusive
14 bargaining agent for the employees so long as said employees designate said Union as their
15 bargaining agent in accordance with State law.
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18 ARTICLE 3 - THE BARGAINING UNIT

19
20 The bargaining unit shall be comprised of all eligible full and regular part-time bus driver-
21 custodians, bus driver mechanics, head mechanics/bus driver, bus drivers, custodians, head
22 custodians/bus driver, head custodian, bus driver custodian-courier-food services distributor and
23 custodian-courier-food services distributor, and other classification that both parties mutually agree
24 fits the definition of a bargaining unit employee.
25
26

27 ARTICLE 4 - PUBLIC EMPLOYEES

28
29 The employees are public employees and, as such, they are to be governed by the highest
30 ideals of honor and integrity in all their public relationships in order that they may merit the respect
31 and confidence of the general public. The employees agree that they will individually and
32 collectively perform loyal and efficient work and service and will use their influence and best efforts
33 to promote and advance the interest of the District and the taxpayers of the District.
34
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36 ARTICLE 5 - DEFINITIONS

- 37
38 A. Gender - Whenever the masculine is used, it is to include the feminine unless
39 otherwise expressly provided or clearly indicated by the context.
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41 B. Number - Whenever the singular is used, it is to include the plural unless
42 otherwise expressly provided or clearly indicated by the context.
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C. Union - Whenever the term "Union" is used, it shall refer to the Presque Isle Unit of Local 2177, Council 93, American Federation of State, County and Municipal Employees, AFL-CIO.

D. Employee - Whenever the term "employee" is used, unless otherwise expressly provided or clearly indicated by the context of this contract, it shall refer to all employees in the bargaining unit.

E. Stewards - Whenever the term "Stewards" is used, it shall refer to employees selected by the Union to represent them in matters related to this contract.

F. Board - Whenever the term "Board" is used, it shall refer to the Maine School Administrative District No. 1 Board of Directors and any designated representative, by committee, individual member, or authorized agent whether or not a member.

G. Superintendent - Whenever the term "Superintendent" is used, it shall include the Superintendent of Schools of Maine School Administrative District No. 1 or any other person whom the Superintendent specifically designates in writing to act for him in any particular situation or class of situations.

H. Principal - Whenever the term "Principal" is used, it is to include any principal or any other person whom the principal or any other person whom the principal specifically designates to act for him in any particular situation or class of situations.

I. Immediate Supervisor - The Employer will provide the employees and the Union with the name(s), of the employee's immediate supervisor, and the appropriate chain of command.

J. School Year - That portion of the work year which falls between the first day of school in the fall and the last day of school in the spring.

K. School Year Regular Part-Time Employees - Employees hired to work less than forty (40) hours per week during the school year.

L. School Year Regular Full-Time Employees - Employees hired to work at least forty (40) hours per week during the school year.

M. Year-Round Regular Part-Time Employees - Employees hired to work year-round less than

1 forty (40) hours per week.

2
3 N. Year Round Regular Full-Time Employees - Employees hired to work year-round at least
4 forty (40) hours per week.

5
6 O. Split Shift - Any break in hours of more than two hours in
7 a scheduled shift.
8

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10 **ARTICLE 6 - CONTRACT GRIEVANCE PROCEDURE**
11

12
13 **A. Purpose**
14

15 1. For the purpose of this contract the following procedure is to secure, at the lowest possible
16 level, solutions to disagreements or disputes between the employer and any employee or group of
17 employees involving only an alleged specific and direct violation of express language of a specific
18 provision of this contract as it relates to interpretation, meaning, or application except provisions
19 expressly excluded from the grievance procedure contained in this contract.
20

21 2. Nothing herein contained shall be construed as limiting the right of any employee having
22 a grievance to discuss the matter informally with any member of the administration, and having the
23 grievance adjusted without intervention of the Union, or any division thereof, provided the
24 adjustment is not inconsistent with the terms of this contract and the Union is given an opportunity to
25 attend any such grievance meeting and/or hearing.
26

27 3. Nothing in this article shall diminish the right of any employee covered hereunder to
28 present his own grievance as set forth in 26 M.R.S.A. section 967.
29

30 **B. Definitions**
31

32 1. A grievance is a claim based upon an event or condition where there is a disagreement or
33 dispute as to the interpretation, meaning, or application of any provisions of this contract.
34

35 2. An aggrieved person is the person or persons making the claim.
36

37 3. A party in interest is the person or persons making the claim and any person who might be
38 required to take action or against whom action might be taken in order to resolve the claim.
39

40 4. Days shall mean working days.
41

42 5. Employee shall be defined as in Article 5 - Definitions.
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44 **C. Time Limits**
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4 Since it is important that grievances be processed as rapidly as possible, the number of days
5 indicated at each level should be considered as a maximum and every effort should be made to
6 expedite the process. The time limits specified may, however, be extended by mutual written
7 agreement.
8

9 **D. Grievance Procedure**

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11 1. Step 1
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13 The aggrieved person shall file a grievance in writing with the Principal or the Operations
14 Supervisor within ten (10) days of the date on which the grievance occurred. Either the Principal, or
15 the Operations Supervisor shall respond to the grievance in writing within ten (10) days of receipt of
16 the grievance.
17

18 2. Step 2
19

20 The aggrieved person may appeal the grievance in writing to the Superintendent of Schools
21 within five (5) days after the day on which the step 1 decision is due. The Superintendent as
22 appropriate, shall meet with the aggrieved person within five (5) days of receipt of the written appeal.
23 Five (5) days after such meeting, a written decision shall be due the aggrieved person.
24

25 3. Step 3
26

27 The aggrieved person may appeal the decision of the Superintendent within ten (10) days of
28 the date of receipt of the decision at step 2. All appeals to the Board or a committee thereof, shall be
29 submitted in writing to the Superintendent who shall notify the Chairman of the Board
30 within five (5) days of receipt of the appeal. The Board, or a committee thereof, shall within fifteen
31 (15) days from the date of receipt of the appeal meet with the aggrieved person in executive session
32 for the purpose of reviewing the grievance. The Board, or committee thereof, shall within five (5)
33 days after such meeting render its decision and the reasons therefor in writing to the Union.
34

35 4. Step 4
36

37 If the Union is not satisfied with the disposition of the grievance by the Board or a committee
38 thereof, the Union may within thirty (30) days from the date of receipt of the decision, request that
39 the grievance be submitted to arbitration by so notifying the Chairman of the Board in writing.
40 Within five (5) days after said written notice has been received by the parties, they shall attempt
41 mutual agreement on a neutral arbitrator. If the parties fail to agree upon, select and name a neutral
42 arbitrator, within said ten (10) days, the Union may request the Labor Relations Connection to utilize
43 its procedure for the selection of a neutral arbitrator.
44
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1 Further, the only dispute which may be taken to arbitration shall be disputes between the parties as to
2 the meaning or application of the specific terms of the collective bargaining agreement. The award
3 of the arbitrator shall be binding upon the parties. All costs associated with the neutral arbitrator
4 shall be shared equally by the parties. The arbitrator shall have no authority to add to, subtract from,
5 or modify the collective bargaining agreement.
6

7 **E. Miscellaneous**
8

9 1. At no point prior to an official hearing or meeting of the board, at which time the
10 grievance is being resolved, shall the employee concerned or other employees, discuss with members
11 of said board or any one of them, the subject of the employee's grievance or matters relating to the
12 substance of the grievance.
13

14 2. Nothing in these sections denies the right of the employee to secure advice, counsel and
15 representation from any person and/or the appropriate committee of the Union, concerning the
16 alleged grievance, which shall have the responsibility of following the appropriate administrative
17 channels.
18

19 3. If in the judgment of a group of employees a grievance affects a group of employees
20 within a single school, or within the school bus garage, a grievance shall be submitted by the group
21 of employees to their immediate administrative authority; the processing of such grievance shall be
22 in the same manner and according to the same time schedule for an individual employee. If said
23 group of employees shall be at more than one school, the submission shall be to the Superintendent.
24 However, all aggrieved individuals must be named.
25

26 4. All documents, communications, and records dealing with the processing of a grievance
27 shall be filed separately from the personnel file of the participants and they shall not be made
28 available to any other potential employer except with the written permission of the employee.
29

30 5. All written grievances shall include the name of the grievant, position with the District,
31 date of grievance occurrence, date of filing grievance, article(s) of the contract violated, brief
32 statement of grievance, remedy sought, and name of Union steward and grievant's signature.
33

34 6. Either party may cause to have a transcript made of the arbitration proceeding. Such
35 transcript shall constitute the official record of the hearing. The party requesting such transcript shall
36 pay the cost of having such transcript made which shall include providing a copy to the arbitrator and
37 to the opposite if they so request.
38

39
40 **ARTICLE 7 – LABOR MANAGEMENT COMMITTEE**
41

42 A. The names of employees selected as stewards, and the names of other local Union representatives
43 who may represent employees, shall be certified in writing to the Superintendent of Schools by the
44 local Union, and the individuals so certified shall constitute the Union Labor Management
45 Committee.

1
2 B. The Superintendent of Schools and/or his designee shall meet quarterly, or as needed, with the
3 Union Labor Management Committee, provided notification is given by the Union in writing two
4 weeks prior to
5 such meeting. All Labor Management Committee meetings held with the Superintendent of Schools
6 shall be held at a mutually agreed upon time and place.
7

8
9 C. The purpose of the Labor Management Committee will be to address concerns of either party
10 surrounding health, safety, morale, training, or any other issues which would improve the
11 relationship between the parties. Meetings with the Superintendent of Schools will be to informally
12 adjust grievances and to discuss methods of avoiding future grievances. In addition, the committee
13 may discuss with the Superintendent of Schools other issues which would improve the relationship
14 between the parties.
15

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18 **ARTICLE 8 - NO STRIKE OR LOCK-OUT**
19

20 A. The employees agree that there shall be no strikes, slowdowns, stoppage of work or any
21 interference with the efficient management of the District.
22

23 B. The Employer, in return, agrees that there shall be no lock-out of employees by the Employer
24 unless this action is necessary to maintain schools as prescribed by state law.
25

26 C. It is especially agreed by the parties hereto that nothing contained in this section or in any part of
27 this agreement shall be construed or used in a manner to form the basis for an allegation or violation
28 of this contract for the purpose of supporting any legal or court action unless and until the parties so
29 alleging or complaining have notified the other party thereto of the existence of the complaint or
30 contention, and the latter party, after having been allowed a reasonable opportunity to correct the
31 same, shall refuse to do so. Nothing in the above paragraph shall be construed so as to conflict with
32 applicable State or Federal law.
33

34
35 **ARTICLE 9 - GENERAL PROVISIONS**
36

37 A. Pledge Against Discrimination and Coercion. The provisions of this contract shall be applied
38 equally to all employees in the bargaining unit without discrimination as to age, sex, marital status,
39 race, color, creed, national origin or political affiliation. The employees shall share equally with the
40 Employer the responsibility for applying this provision of the contract.
41

42 B. The Employer agrees not to interfere with the rights of employees to become members of the
43 Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or
44 any Employer representative against any employee because of Union membership or because of any
45 employee activity in an official capacity on behalf of the Union, or for any other Union cause.
46

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

3
4 D. When an employee is required by the Employer to take a physical examination from a specified
5 doctor, the Employer shall pay the total cost of the fees of such medical examination and tests. If
6 such examination or test must be taken during the work day, the employee shall suffer no loss of pay.

7
8 **ARTICLE 10 - CHECKOFF**
9

10 The Union shall have the exclusive right to payroll deductions for employees included within
11 the applicable bargaining unit and subject to the following provisions:
12

13 The Employer agrees to deduct the Union's bi-weekly membership dues and benefit
14 premiums for the pay of those employees who individually request in writing that such deductions be
15 made. The amounts to be deducted shall be certified to the Employer by Council 93, and the
16 aggregate deductions of all employees shall be submitted electronically by the MSAD 1 Business
17 Office
18

19 The written authorization for payroll deductions of the Union membership dues shall be
20 irrevocable, during the term of this Agreement. An employee may revoke the authorization,
21 provided the employee notifies, in writing, to the Employer and Council 93 at least thirty (30) days,
22 but not more than sixty (60) days prior to the expiration date of this Agreement.
23

24 The authorization for deductions of benefit fund contributions may be stopped at any time,
25 provided the employee submits in writing to the Employer and the Union a thirty (30) day notice of
26 such intent.
27

28 If an employee's bi-weekly wages for any payroll period (after taxes and other authorized
29 deductions) are less than the amount of the insurance premiums the employee has authorized the
30 Employer to deduct, then no deductions for insurance premiums from the employee's wages for that
31 bi-weekly payroll period will be made and the employee will be responsible for directly paying the
32 employee's insurance premiums to AFSCME for that bi-weekly payroll period.
33

34 AFSCME agrees to defend, indemnify, and hold MSAD #1 (and its agents and employees)
35 harmless from any and all claims (including claims based on negligence of MSAD #1, its agents, or
36 employees), demands, suits, grievances, damages, costs or other liability (including attorney's fees
37 incurred by MSAD #1 that arise out of or by reason of actions taken or not taken by MSAD #1, its
38 agents or employees.
39

40 **ARTICLE 11 - PROBATIONARY PERIOD**
41

42 All new employees shall serve a probationary period of one hundred eighty (180) calendar
43 days and shall have no seniority rights, during this period, but shall be subject to all other provisions
44 of this contract. A bus driver will not be assigned to any trips until after having been licensed to
45 drive a bus for ninety (90) calendar days. All employees who have satisfactorily completed the first

1 ninety (90) calendar days will be placed on the appropriate rotation list(s) and after one hundred
2 eighty (180) calendar days shall be known as regular employees and the probationary period shall be
3 considered part of the seniority time. If the employee does not satisfactorily complete his first
4 probationary period, he will be advised of reason(s), therefore, and may be appointed up to an
5 additional one hundred and eighty-five (185) calendar days for a total probationary period of three
6 hundred sixty-five (365) calendar days. The District shall have the right to terminate, without
7 compliance with the terms of this contract the employment of any such new employee within the
8 probationary period. All new employees with bus driver in their job title who do not pass a school
9 bus road test within the one hundred eighty (180) day probation period will be demoted to the
10 custodian pay classification until the employee successfully passes the schools' bus road test.
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13

14 ARTICLE 12 - SENIORITY

15
16 A. The Employer shall establish a seniority list and it shall be brought up to date on July 1st and
17 January 2nd of each year and immediately made available to each employee, a copy of same to be
18 mailed to the secretary of the Presque Isle Unit of Local 2177. Any objections to the seniority list
19 shall be reported to the Superintendent of Schools within twenty (20) days of receipt or it shall stand
20 approved.
21

22 B. It is agreed that seniority shall be determined by length of service. An employee shall not forfeit
23 seniority during absence caused by illness or accident covered by sick leave or Worker's
24 Compensation.
25

26 C. Whenever any employee resigns or is discharged and is later rehired, the employee shall be
27 treated as a new employee under the provisions of this contract.
28

29 D. The seniority list shall include only bargaining unit employees. Bargaining unit employees shall
30 be placed on the list based on the first day of actual employment.
31
32

33 ARTICLE 13 - VACANCIES

34
35 A. Permanent vacancies and promotions. A permanent vacancy is any job opening that is a result of
36 an employee separating from the employment of the District or the creation of a new position in the
37 bargaining unit.
38

39 1. When a permanent vacancy within the bargaining unit occurs, it shall be brought to the
40 attention of the bargaining unit within five (5) days of the occurrence by written notice.
41

42 2. The notice for all permanent vacancies shall be posted for a period of not less than five (5)
43 days before the job is filled. When the filling of a permanent vacancy by transfer creates subsequent
44 vacancies within the District, the employer will be obligated to post only the first and second posting
45 created by the vacancy.
46

1 3. If the permanent vacancy does not constitute a promotional position, the most senior
2 qualified employee will be given first opportunity to fill the vacancy.

3
4 4. All temporary vacancies shall be filled by bargaining unit employees except as follows:

5
6 a. No full-time employee shall work a double shift.

7
8 b. Part-time bargaining unit employees work schedule may be changed in accordance
9 with Article 15 sub section 5.

10
11 5. A temporary vacancy shall be a position that has not been permanently vacated by the
12 regular employee.

13
14 6. If any posted positions are proposed to be changed or eliminated the Union and MSAD #1
15 shall meet and discuss such change. If the parties cannot come to an agreement management shall
16 have the right to implement such change.

17
18 B. Promotional Positions

19
20 1. A promotional position is one for which an employee would increase his hours of work or
21 hourly rate.

22
23 2. If the Employer fills the position, the Employer shall fill the opening by promoting from
24 among the applicants, providing they have the qualifications for the job. Seniority shall be a
25 consideration for promotions, but will not be the only or most important criteria for promotion. The
26 most qualified applicant will be selected for the job. If the qualifications are equal as determined by
27 the Superintendent, the employee with the most seniority will get the promotion.

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30 **ARTICLE 14 - PERSONNEL REDUCTION**

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32 A. In the case that the Employer decides to reduce the number of employees, then the employee
33 with the least seniority in his respective job classification, shall be laid off first. No new
34 employees shall be hired until all laid off employees have been given the opportunity to
35 return to work in the inverse order of seniority.

36
37 B. Recall rights may be exercised for a period of two (2) years from the effective date of the
38 layoff. Laid off employees shall be notified by mail of vacant positions.

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ARTICLE 15 - HOURS OF WORK

A. Seniority lists for the purpose of assigned overtime shall be as follows:

1. All bus trips, except field trips, shall be assigned in accordance with one (1) district wide seniority list of individuals who have the title of bus driver in their job classification on a rotations basis.

a. Field trips shall be assigned on a rotation basis to part-time employees, if available.

b. A field trip is any non-regular scheduled trip beginning after 8:00 AM, and ending before 2:35 PM, the same school day.

c. All bus trips shall be assigned no more than 24 hours in advance except all Saturday, Sunday, trips leaving before noon on Monday or on holidays that fall on Monday, these trips shall be assigned by the end of the last work day of the week.

d. Once a bus trips is assigned, the assigned driver shall take the trip unless the trip is canceled by the district or unless the driver is unable to take the trip.

e. If the trip is canceled by the district, the assigned driver shall fall into rotation after any trips previously assigned to other drivers have been taken.

f. There shall be no bumping of assigned drivers. If the assigned driver is unable to take the trip, the trip shall be assigned to the next unassigned driver on the rotation list.

g. Any bargaining unit member who wishes to waive their rights to any bus trips and/or all special requirements will sign the opt out list to be placed on the bulletin board and provide a written verification or email to the Dispatcher or OMT Director. Any bargaining unit member who wishes to remove their name from the opt out list shall provide a written verification or email to the OMT Director that will take effect 10 days after the notice.

2. Any scheduled bus trip that is not a part of the scheduled work day of the employee that is canceled after the driver arrives at the bus garage will generate two (2) hours of pay for the driver. The driver losing the trip due to late cancellation will become the next unassigned driver on the rotation list and will be offered the next unassigned trip.

a. If a scheduled trip has left the bus garage and is canceled prior to the Driver arriving at the destination, the Driver will be paid a minimum of 2 hours or the actual time (whichever is greater) and will be assigned the next unassigned trip.

3. Building activities, except field trips, will be assigned by seniority on a rotation basis within the building whenever possible. If no employee assigned to a building is willing to accept the additional duty and/or overtime the District shall offer the additional duty and/or overtime to employees within the bargaining unit using a rotating list, which is comprised of bargaining unit

1 employees who have signed the opt in list. The bargaining unit members who signed the opt in list
2 shall state which building they are willing to accept additional duties and/or overtime. The OMT
3 Director shall maintain the opt in list. If no employee within the bargaining unit is willing to accept
4 the additional duty and/or overtime the District can offer the additional duty and/or overtime to
5 anyone outside the bargaining unit. If no one is willing to

6
7 work the District may mandate an employee assigned to the building to perform the additional
8 duties/overtime. During the summer months the seniority list for assigned overtime shall consist of
9 only-year-round regular full time, year-round regular part time employees. A field trips is as defined
10 in Paragraph No. 1 above.

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12 4. Employees shall not work other than their regular hours of work, or more than their
13 regular hours of work on any day, without the specific authorization of their plant manager and they
14 shall report all time worked on their time card.

15
16 5. The District shall provide employees with a ten (10) working day notice for any change of
17 a non-emergency nature of an employee's hourly work schedule. Such change will not be arbitrary or
18 capricious. A copy of each employee's schedule shall be maintained in the office of Director of OMT
19 and the Dispatcher's office for inspection by the Unit President. Copies of the schedule will be to the
20 Unit President with notification to the employee.

21
22 6. Employees shall be paid one and one-half time (1 1/2) their regular hourly rate of pay for
23 any time worked in excess of forty (40) hours in any one week or for all work performed in excess of
24 eight (8) hours in any one day.

25
26 7. Hours paid for but not worked shall not be used in computing overtime.

27
28 8. When an event such as basketball games, dances, or building rentals occur that result in a
29 heavier than normal workload additional custodians may be assigned with the approval of the
30 Director of Operations.

31
32 9. The Employer agrees that only qualified bargaining unit employees will drive a school bus
33 on all employer sponsored activities. This provision shall be waived in an emergency situation or if a
34 van is used.

35
36
37 10. Full time employees on the payroll as of July 1, 1996 shall not be reduced below forty
38 (40) hours per week.

39
40 11. The Employer reserves the right to hire personnel for part-time work in any building or
41 for any job classification. Full time employees on the payroll as of July 1, 1996, who are on layoff
42 status, shall be recalled in inverse order of layoff by job classification for available part-time work.
43

1 12. Nothing contained in sub sections 9 and 10 above, shall permit the Employer to create
2 multiple part-time positions from any given full-time positions held by a full-time position held by a
3 full-time employee as of July 1, 1994.
4

5 13. If the District plans to reduce the current level of hours, it shall notify the Union at least
6 30 days prior to such reduction. Discussions shall be held to address the impact on the bargaining
7 unit employees.
8

9 14. The District shall reimburse for meals on bus trips up to ten dollars (\$10.00) for
10 breakfast, twelve dollars (\$12.00) for lunch, and sixteen dollars (\$16.00) for supper, upon submission
11 for reimbursement with a detailed receipt. Drivers shall also be given private rooms on all overnight
12 trips unless due to the nature of the trip Motels/Hotels are not utilized.
13

14 15. If the District assigns building checks to the Head custodians, Head custodian/bus driver,
15 they shall be paid one and one-half (1 ½) times their regular rate for weekend building checks.
16 Building check shall be one and one-half (1 ½) hours at PIHS and one (1) hour at all other schools.
17

18 16. All Bus-Drivers Custodians must immediately return to their assigned building after the
19 completion of their bus run and resume assigned custodial duties.
20

21 ARTICLE 16 - REST PERIODS

22
23 The work schedule of each employee shall provide for a ten (10) minute rest period to be
24 taken on the premises, during each one-half shift consisting of four or more consecutive hours of
25 work. The rest period shall be scheduled by the immediate administrative authority, and shall be so
26 scheduled at the middle of each one-half shift whenever this is feasible.
27
28

29 ARTICLE 17 - MEAL PERIOD

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31
32 A. All regular shift employees shall be granted a lunch period without pay during each work shift.
33 The lunch period shall be scheduled in the middle of each shift whenever possible.
34

35 B. All night shift employees shall be granted a half-hour evening lunch period with pay, to be taken
36 on the premises, during each work shift. The lunch period shall be scheduled in the middle of each
37 shift whenever possible.
38

39 ARTICLE 18 - CLEAN-UP TIME

40
41 A. Employees shall be granted a ten (10) minute personal clean-up period prior to the end of each
42 work shift. Each employee's immediate administrative authority may schedule such clean-up period
43 prior to afternoon bus runs for those employees who have such bus runs.
44

45 B. Work schedules shall be arranged so that employees may take advantage of this provision; the
46 Employer shall make the required facilities available.
47

1
2 ARTICLE 19 - CALL TIME
3

4 A. Employees called in to work unscheduled overtime outside the regular shift shall receive a
5 minimum of four (4) hours pay at the regular rate. This article applies only when call-in results in
6 hours worked which do not directly precede or follow the regular workday or workshift. This article
7 does not apply to scheduled overtime, time directly preceding the workshift or hold-over time
8 directly following the workshift.
9

10 B. Scheduled overtime is any overtime in which an employee is notified on the date before the event
11 in which he is to work.
12
13

14 ARTICLE 20 - SICK LEAVE
15
16

17 A. Sick leave shall be computed based upon the employee's schedule work day at the rate of ten (10)
18 days per year for school year regular part-time or full-time employees and twelve (12) days per year
19 for year-round regular part-time or full-time employees to a maximum accumulation of 125 days.
20 Said sick leave shall be awarded on July 1. A doctor's certificate may be requested for any absence
21 of five (5) or more consecutive days. Nothing in this section impacts Family Medical Leave Act. No
22 employee shall receive full pay for sick leave plus Worker's Compensation.
23

24 1. No employee shall receive full pay for sick leave plus Workers' Compensation.
25 Employees who are injured on the job and who apply for Workers' Compensation
26 benefits for a work-related injury may elect to use earned sick leave for any
27 uncompensated days while awaiting their Workers' Compensation benefits. If an
28 employees' Workers' Compensation claim is approved (and benefits paid for such
29 previously uncompensated days) and the employee used earned sick leave for such days
30 due to the work-related injury, the employee shall be allowed to recover the sick leave
31 used for the on-the-job injury via a leave "buy back". This reconciles the "double
32 payment" made to the employee and allows for reinstatement of a proportionate amount
33 of leave to the employee's leave record. The employee may buy back the pro-rata share
34 of his/her sick time to equal the amount of the Workers' Compensation benefit payment
35 for the previously uncompensated days.
36
37

38 B. The Parties agree the only reason for sick leave is personal illness or injury, however per the State
39 of Maine Act To Care For Families an employee may use up to 40 hours of personal sick leave to
40 care for a child, spouse or domestic partner domiciled in the employee's home.
41

42 C. Employees must notify their immediate supervisor as early as possible, in order to draw sick
43 leave benefits.
44

45 D. No employee may be advanced sick days.

1
2 E. The first 40 hours of any paid leave (sick leave, vacation leave, or personal leave) can be used in
3 compliance and subject to Maine's Earned Paid Leave law.
4

5
6
7 F. Upon separation in good standing any employee who has completed twelve consecutive years
8 with the district will be paid \$60 per day for each day of accumulated sick leave up to the maximum
9 accumulation of 125 and in addition, any bus driver announces their retirement by September 1st each
10 year, effective no sooner than June 30th of the following year will be eligible for a five hundred
11 dollars (\$500) increase to this benefit. The maximum payment shall be \$8,000.
12

13 G. The District will pay the basic life portion for employees upon retirement, if the employee meets
14 all of the following stipulations: the employee is officially retiring from the District, the employee
15 has reached age 65, the employee has been employed for at least ten years and has had the basic life
16 insurance coverage through the District for at least ten years prior to retirement. Basic coverage is
17 equal to 1x the annual salary at retirement and decreases 10% per year for the first four years
18 following retirement (a decrease of 40% total). After the four years, the value of the policy remains
19 the same (60% of the employee's salary at retirement).
20

21
22 H. The District will comply with all relevant provisions of the Federal Family Medical Leave Act
23 (FMLA). The District will use a rolling 12-month period and will allow up to 12 weeks of leave
24 under the FMLA.
25

- 26 1. The appropriate benefit time shall be used in conjunction with FMLA Leave.
27
28
29

30 **ARTICLE 21 - VACATION TIME**
31

32 A. Any full-time employee who has completed one year of continuous service shall be entitled
33 to two weeks vacation. Any full-time employee who has completed seven years of
34 continuous service shall be entitled to three weeks vacation. Any full-time employee who
35 has completed fourteen years of continuous service shall be entitled to four weeks vacation.
36 Any full-time employee who has completed twenty years (20) of continuous service shall be
37 entitled to one (1) additional personal day which shall not be used on a student day.
38

39 B. School year regular part-time employees as defined in Article 5 shall not be eligible for any
40 paid vacation. Year-round regular part-time employees as defined in Article 5 shall be
41 eligible for a prorated vacation based on years of continuous service as outlined in paragraph
42 A of this Article.
43

44 C. Any full-time employee as defined in Article 5, with less than one (1) year of service but
45 more than six (6) months of service on July 1, shall be entitled to one-week vacation accrued
46 during that fiscal year. On July 1 of each year, eligible employees will receive accrued
47 vacation as outlined in paragraph A of this article.

- 1
- 2 D. Years of continuous service shall be calculated from the date of hire as a year-round regular
- 3 part-time or year-round regular full-time employee as outlined in Article 5.
- 4
- 5 E. The vacation period(s) for all employees shall be determined by mutual agreement between
- 6 the Employee and the Superintendent or his designee at least ten working days prior to the
- 7 commencement of the vacation period(s). At the discretion of the Superintendent, employees
- 8 in emergency situations may be granted accrued vacation time prior to July 1.
- 9
- 10 F. Vacation requests of more than 80 hours must be approved by the Superintendent or his
- 11 designee.
- 12
- 13

14 **ARTICLE 22 - SPECIAL SCHEDULING**

- 15
- 16 A. Employees may be released from work on all storm days with the approval of the office of
- 17 Superintendent without loss of pay.
- 18
- 19 B. It is mutually agreed that if any employee is required but not regularly scheduled to work on a
- 20 Sunday or holiday, their pay shall be computed at time and 1/2 for any hours actually worked.
- 21
- 22

23 **ARTICLE 23 - HOLIDAYS**

- 24
- 25 A. The following days will be considered paid holidays for the individual employed, provided
- 26 schools are not in session:
- 27
- 28 I. New Year's Day Veteran's Day Washington's Birthday
- 29 Patriot's Day Independence Day Day after Thanksgiving Day
- 30 Memorial Day Columbus Day Thanksgiving Day
- 31 Martin Luther King Day Christmas Day Labor Day
- 32
- 33 B. Whenever any of the above days fall on a Saturday, the holiday will be observed on Friday.
- 34 Whenever any of the above days fall on a Sunday, the holiday will be observed on Monday. If any
- 35 above holiday is on a day during which school is in session, and therefore, is not considered a paid
- 36 holiday, employees shall be granted an additional day's vacation.
- 37
- 38 C. Whenever any of the above days fall during an employee's vacation time, the employee shall be
- 39 paid the employee's regular pay for that day and such day shall not be counted as vacation time.
- 40
- 41 D. Part-time employees shall be paid their normal work day salary for paid holidays occurring
- 42 during the time of the year they are scheduled to work.
- 43
- 44
- 45

1 ARTICLE 24 - OTHER LEAVES WITH PAY

2
3 A. In the event of a death in the immediate family (mother, father, spouse, domestic partner,
4 children, step-children, siblings, grandchildren, or any other person residing in the household) that
5 employee shall be granted up to three (3) consecutive working days off, within five (5) calendar
6 days, and for other family members (mother-in-law, father-in-law, sister-in-law, brother-in-law,
7 grandfather and grandmother) that employee shall be granted up to two (2) consecutive working days
8 off within five (5) calendar days, without loss of pay following the death to make household
9 adjustments, arrange for medical services, or make funeral arrangements and one (1) day at
10 interment.

11
12 B. Employees shall be granted a leave of absence with pay if they are required to report for jury duty
13 or jury service. The employee(s) shall be paid the difference between any jury duty compensation
14 they receive and their regular wages for each day of jury service not including travel allowance.
15

16 C. The District may grant employees a leave of absence without loss of pay to serve as a pall bearer
17 or attend the funeral of a relative at the discretion of the Superintendent.
18

19 D. Two (2) days of leave with pay shall be allowed each employee for personal, religious, business
20 or family matters. This leave shall not be accumulated from year to year. The employee shall give
21 the district written notice of intention to use this leave.
22

23 E. Employees will be paid \$125 for each unused personal day at the conclusion of the contract year.
24 Payment will be included in the first regular payroll of the new contract year which takes place in
25 mid-July.
26

27
28 ARTICLE 25 - SAFETY

29
30 A. Employees shall not be required to work under unsafe or hazardous conditions or to perform
31 tasks which endanger their health or safety.
32

33 B. Employees shall notify their immediate supervisor of any unsafe or hazardous working condition
34 and said immediate supervisor shall immediately notify the Director of Operations. Such a report
35 shall be confirmed to the Superintendent of Schools within twenty-four (24) hours.
36

37 C. The Employer shall have the right to make regulations for the safety and health of its Employees
38 during their hours of employment. Representatives of the Employer and the employees may meet
39 once in ninety (90) days at the request of either party to discuss the regulations.
40

41 D. The District shall provide and maintain any safety equipment which they require employees to
42 use as a condition of employment.
43

44 E. The District will pay for the uniform service for district mechanics.
45

1 G. All bus drivers will be provided, annually a sweatshirt and short sleeve polo with an MSAD
2 #1 logo that must be worn on bus trips (not field trips) with the exception that when a driver
3 is on multiple day trip they will not be required to wear the logo shirt every day. If the
4 clothing is lost or destroyed the District will purchase one replacement per year, all
5 subsequent replacements are at the employee's cost. The employee is responsible for
6 cleaning. During summer break the Director of OMT with Superintendent approval may
7 expand the clothing options.

8
9 All Custodians, Bus Driver Custodians, Courier, and Bus Drivers shall wear jeans or khaki
10 pants, (with no rips), long sleeve or short sleeve button up shirts, collared t-shirts, polos,
11 sweaters, turtle necks, or any apparel that has an approved design with a District logo.
12 Except while a bus driver employee may wear approved athletic shoes (no sandals). The
13 District will provide up to \$125 for steel-toed footwear for head mechanic/bus driver, and bus
14 driver/mechanics with a request for reimbursement with a receipt.

15
16
17 **ARTICLE 26 - WORKERS COMPENSATION**

18
19 A. The Employer shall provide Worker's Compensation Insurance. All personal injuries shall be
20 reported to the Superintendent within twenty-four (24) hours of the date of the accident unless the
21 employee is incapacitated.

22
23 **ARTICLE 27 - PROTECTION OF PROPERTY AND EQUIPMENT**

24
25 It shall be the responsibility of each employee having custody of, use of, or responsibility for
26 any equipment or property to see to it that said equipment and property is properly cared for, kept
27 clean and returned to its proper places of storage.

28
29 **ARTICLE 28 - INFORMING EMPLOYEES**

30
31 A. When existing rules are changed or new rules are established by the Employer, they shall be
32 posted promptly on all bulletin boards to become effective immediately.

33
34 B. The employer agrees to furnish all new employees in this bargaining unit, upon hire, with a copy
35 of the Collective Bargaining agreement, job description, work rules (once completed) and schedule.

36
37 C. Except in emergency situations the District will notify the Union ten (10) calendar days prior to
38 the effective date of any new work rule, regulation, modification, or amendment to any existing work
39 rule. Any such rule shall not be inconsistent with the provisions of this agreement.

40
41
42 **ARTICLE 29 - LABOR REQUIREMENTS**

43
44 A. In justice and fairness to the District and to the taxpayers, each employee shall be required to
45 report to work on time, shall not leave the job early without authorization of his immediate

1 administrative authority, shall be prompt in reporting to his assigned duties, and shall faithfully
2 perform said duties.

3
4 B. The employees agree that they will comply with the rules and regulations of the Employer so long
5 as those rules and regulations are not in conflict with the terms and provisions of this contract, and so
6 long as they are uniformly applied and uniformly enforced.

7
8
9 **ARTICLE 30 - MANAGEMENT RIGHTS**

10
11 A. Nothing in this contract shall be construed as delegating to others the authority conferred by law
12 upon the Employer, or in any way abridging or reducing such authority.

13
14 B. This contract shall be construed as requiring the Employer to follow its provisions in the exercise
15 of the authority conferred upon the Employer by State and Federal Law.

16
17 C. The parties agree that the Employer shall have the authority to adopt rules and regulations for the
18 operation of the District and for the conduct of its employees, provided such rules and regulations do
19 not conflict with any of the provisions of this contract.

20
21 D. The parties agree that the Employer has the right to reduce the number of employees in any
22 building or in any job classification in the interest of economy and efficiency.

23
24 E. The parties agree that the employer shall have the right to request any or each employee at any
25 time to submit a descriptive work schedule showing, in fifteen (15) minute segments of time, the
26 work done and responsibilities assumed by the employee. Any such request shall not be arbitrary or
27 capricious.

28
29
30 **ARTICLE 31 - DISCIPLINE**

31
32 A. The parties agree that the Employer has the right of direction of the working force of the District,
33 including the right to suspend, discharge or otherwise discipline employees for just cause.

34
35
36
37 **ARTICLE 32 - UNION ACTIVITIES ON EMPLOYERS' TIME**
38 **AND EMPLOYERS' PREMISES**

39
40 A. The Employer agrees to furnish and maintain one suitable bulletin board in a convenient place to
41 be used by the Union in each building. The Union shall limit its posting of notices and bulletins to
42 such bulletin boards.

43
44 B. The Employer agrees that, during working hours on the Employer's premises, and without loss of
45 pay, Union representatives shall be allowed to transact necessary Union business, if mutually agreed
46 upon by the Employer and Union, providing that such activities do not in any way interfere with the
47 efficient operation of the District.

C. The Employer agrees that certified 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 Superintendent.

ARTICLE 33
WAGES

A. All regular employees shall be paid by Direct Deposit at the following hourly wage rates:

<u>2021-2022</u>	<u>Step 0-4</u>	<u>Step 5-9</u>	<u>Step 10-19</u>	<u>Step 20+</u>
Bus Driver/Mechanic	20.69	20.90	21.26	21.62
Head Mechanic/Bus Driver (eligible for trips)	21.98	22.19	22.55	22.91
Bus Driver	19.09	19.29	19.65	20.01
Bus Driver/Custodian				
Bus Driver/Custodian-food service distributor				
Custodian/courier/food service distributor	18.46	18.66	19.02	19.38
Custodian	17.91	18.12	18.48	18.84
Head Custodian/Bus Driver	20.37	20.58	20.94	21.30
Head Custodian	19.27	19.48	19.84	20.20
<u>2022-2023</u>	<u>Step 0-4</u>	<u>Step 5-9</u>	<u>Step 10-19</u>	<u>Step 20+</u>
Bus Driver/Mechanic	21.31	21.53	21.90	22.27
Head Mechanic/Bus Driver (eligible for trips)	22.64	22.86	23.22	23.60
Bus Driver	19.66	19.87	20.24	20.61
Bus Driver/Custodian				
Bus Driver/Custodian-food service distributor				
Custodian/courier/food service distributor	19.01	19.22	19.59	19.96
Custodian	18.45	18.66	19.03	19.41
Head Custodian/Bus Driver	20.98	21.20	21.57	21.94
Head Custodian	19.85	20.06	20.43	20.81

<u>2023-2024</u>	<u>Step 0-4</u>	<u>Step 5-9</u>	<u>Step 10-19</u>	<u>Step 20+</u>
Bus Driver/Mechanic	21.95	22.18	22.55	22.94
Head Mechanic/Bus Driver (eligible for trips)	23.32	23.55	23.92	24.31
Bus Driver	20.25	20.47	20.85	21.23
Bus Driver/Custodian				
Bus Driver/Custodian-food service distributor				
Custodian/courier/food service distributor	19.58	19.80	20.18	20.56
Custodian	19.00	19.22	19.60	19.99
Head Custodian/Bus Driver	21.61	21.84	22.22	22.60
Head Custodian	20.45	20.66	21.05	21.43

1
2
3 A. A night shift differential of \$0.35 per hour will be paid to any employee whose
4 regular full shift assignment begins after 1:30 p.m. A night shift differential of \$.70
5 per hour will be paid to any Employee whose regular full shift assignment begins
6 after 10:00 p.m.
7

8 B. All Head Mechanic Bus/Drivers and Head Custodians/Bus Driver will not receive the
9 \$1.25 increased hourly rate when driving a bus trip.
10

11 C. The district shall pay mileage to employees whose assignments are at two different locations.
12 The mileage rate shall be the IRS allowable rate.
13

14
15 D. The District shall pay any employee regularly scheduled to work a split shift an additional five
16 dollars (\$5.00) per week. This does not apply to the bus driver classification.
17

18 E. If an employee fills in on a classification other than his/her own classification, he/she shall
19 receive the greater of his/her own hourly wage rate or the wage rate of the classification for the total
20 hours worked.
21

22
23
24 **ARTICLE 34 - INSURANCE BENEFIT**
25

26 Effective July 1, 2021 to June 30, 2024, the District shall contribute 100% of the MEA
27 Choice Plus plan to all employees up to one-thousand five hundred dollars (\$1,500) in 2021-2022, up
28 to \$1550 in 2022-2023, and up to \$1600 in 2023-24.
29

30 If total monthly premium during each contract year is higher than 7% of the total monthly premium
31 for the prior year, the District will pay the monthly premium increase which exceeds 7%.
32

1
2 The District will also provide access to all employees a District endorsed flex spending
3 account each year.
4

5 Married couples employed by the district will be eligible to apply their share of health
6 benefits towards one plan with their spouse.
7

8 Domestic partners and domestic partners' dependents may obtain health insurance at the
9 employee's expense through payroll deduction.
10

11 No cash-in-lieu for any employees. Any grandfathered employees for cash-in-lieu will end
12 on June 30, 2019.
13

14
15 **ARTICLE 35 - DURATION OF CONTRACT**
16

17 Subject to ratification by majority vote of the bargaining unit and by majority vote of the
18 Board, the provisions of this contract shall be effective as of the first day of July, 2021, and shall
19 remain in full force until and through June 30, 2024. If the parties are in active negotiations the
20 current agreement will stay in full force for sixty (60) days after the normal expiration date.
21

22
23 **ARTICLE 36**
24 **NEGOTIATION PROCEDURE**
25

26 The parties acknowledge that during the negotiations which preceded this Agreement, each had the
27 unlimited right and opportunity to make demands and proposals with respect to any subject or matter
28 not removed by law from the area of collective bargaining and that the understandings and
29 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this
30 Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily
31 and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain
32 collectively with respect to any subject or matter referred to or covered in this Agreement.
33

34 During the course of contract negotiations, the parties realized the difficulty or providing all "past
35 practices" and/or rules that have been in place during the life of any collective bargaining
36 agreements.
37

38 Toward this end, the parties agree to form a Joint Standing Committee on Past Practices for the goal
39 of formalizing all current "past practices" and/or "working rules" to form a comprehensive manual
40 on work rules and practices.
41

42 **ARTICLE 37 - AMENDMENT CLAUSE**
43

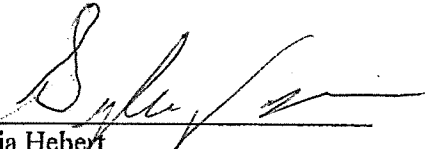
44 The right to add to, take away from, or to amend these provisions during the life of this
45 contract shall require mutual consent of the parties involved.

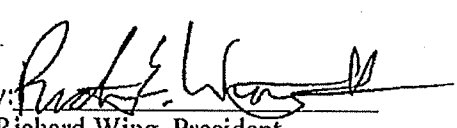
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7 ARTICLE 38 - HOLD SAFE CLAUSE
8

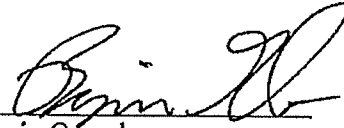
9 If any provision of this contract, or any application thereof to any employee or group of
10 employees, is found to be contrary to law, then such provisions or application will be valid and
11 subsisting only to the extent permitted by law, but all other provisions or application will continue in
12 full force and effect.
13

14 IN WITNESS WHEREOF, the parties hereunto have caused this contract to be signed by
15 their respective representatives, duly authorized on the 15th day of July, 2021.
16

17 The undersigned hereby certifies that a majority of the bargaining unit voted on the 13th day
18 of July, 2021 to ratify this contract as herein set forth.
19

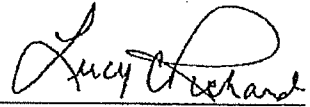
20
21
22 By:  7/22/2021
23 Sylvia Hebert
24 Staff Representative for AFSCME
25 Council 93
26

27
28
29 By: 
30 Richard Wing, President
31 Presque Isle Unit of
32 Council 93, Local 2177
33 A.F.S.C.M.E., AFL-CIO
34
35

By: 
Benjamin Greenlaw
Superintendent

36 For the M.S.A.D. No. 1 Board of Directors
37

38 The undersigned hereby certifies that a majority of the directors of M.S.A.D.
39 No. 1 voted on the 14th day of July, 2021 to ratify this contract as herein set forth.
40

41
42
43 By:  7/15/21
44 Lucy Richard, Chairman
45 Board of Directors, M.S.A.D. No. 1