

AGREEMENT

between

School Administrative District No. 20

and

Local 2177, Council No. 93

American Federation of State, County and Municipal Employees,

AFL-CIO

**This agreement is entered into by School Administrative
District No. 20, hereinafter referred to as the employer, and
Local 2177, Council No. 93, American Federation of State,
County and Municipal Employees, AFL-CIO, hereinafter referred
to as the union.**

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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 for all of its full-time employees who are members of the bargaining unit.

ARTICLE 2 MANAGEMENT'S RIGHTS

Except as expressly provided otherwise by this agreement, the determination and administration of school policy, and the operation of the schools, and the direction of the employees, are vested exclusively in the Board of Directors of Maine School Administrative District No. 20, the Board retains all rights and powers that it has or may hereafter be granted by law and may exercise the same at its discretion without any exercise being made the subject of a grievance or unfair labor practice charge.

The exercise of any right or power of the Board shall not become the subject of a grievance because such right or power is alleged to have been exercised inconsistently or in violation of past practice or past or present policy; and in recognition of the means of legal redress provided by the law of the United States of America and the State of Maine, no exercise of any right or power of the Board shall become the subject of a grievance because such exercise is alleged to have been in violation of any Constitution or Law.

ARTICLE 3 MAINTENANCE OF MEMBERSHIP

Each employee who, on the effective date of this agreement is a member of the Union, and each employee who becomes a member after that date shall maintain his membership in the Union until the expiration date of this contract except that employees may file written notice with the Superintendent of Schools of M.S.A.D. # 20 and the Secretary-Treasurer of AFSCME Council 93, 20 Winter Street, Augusta, ME 04431, at least 30 days prior to the ending of said agreement withdrawing their membership. Employees who fail to comply with this requirement shall remain a member of the Union until the next contract expiration date.

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the names of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 4 CHECKOFF

The employer agrees to deduct the Union membership dues and benefit premiums as secretarial time permits from the pay of Union members each payroll period. The amounts to be deducted shall be certified to the employer by the Treasurer of the Union, and the aggregate deductions of all Union members shall be remitted together with an itemized statement on forms provided by the Union to the Treasurer by the 15th of the month after such deductions are made. This authorization shall be irrevocable during the term of this agreement. The Union agrees to indemnify, defend, and hold the Employer harmless against all claims and suits of any nature which may arise by reason of said dues deduction and transmission of the same to the Union.

ARTICLE 5 HOURS OF WORK

Section 5.1 Schedule Hours

The scheduled work week for full time staff shall be forty-five (45) hours. Said work week shall consist of five (5) days, Monday through Friday, inclusive.

Scheduled hours for 9 hr/day shift Custodian/Bus Driver will be: 6:30 am. to 4:30 p.m., with a one-hour unpaid lunch break included.

Scheduled hours for 9hr/night shift Custodian/Bus Driver will be: 2:00 p.m. to 12 midnight, with a one-hour unpaid lunch break included. Scheduled hours for night shift custodians will be 3 pm - 12 am with a one hour break included.

Variations in the above work schedule shall be mutually agreed upon by Superintendent and Union unless the Superintendent determines that temporary adjustments must be made to address emergency or unforeseen circumstances. Summer schedule for all full time staff workers will be 6:00 a.m. to 2:30 p.m. with one-half (1/2) hour lunch.

Section 5.2 Determination of Hours and/or Days

M.S.A.D. # 20 reserves the right to schedule hours and/or days greater or less than the regular schedule set forth in Section 5.1. In the event of a proposed reduction in the scheduled work day or scheduled work week the Union will be notified ten (10) days before the proposed change is to go into effect.

Effective with the beginning date of this contract the normal work week will consist of 40 hours of straight time and 5 hours of overtime per week (with the exception as described in Article 5 Section 5.1), plus additional overtime hours as deemed necessary by M.S.A.D. # 20.

Section 5.3 Part-Time and Temporary Employee

M.S.A.D. No. 20 agrees not to hire part-time or temporary employees to reduce the size of the present workforce. (the size of the current workforce is eight (8) employees). M.S.A.D. No. 20 may, however, hire part-time custodians or bus drivers if it does not reduce the size of the workforce. Also, if due to a budget reduction or reduction in the workload, the size of the workforce may be reduced.

Section 5.4 Supervisory Personnel

Supervisory personnel and/or spare bus drivers will only be allowed to perform any work (custodian or bus driver) normally done by a member of the bargaining unit once all bargaining unit members have been offered the opportunity to perform the work.

Section 5.5 Extracurricular Activities

M.S.A.D. # 20 agrees that only regular custodian/bus drivers will drive a school bus on any M.S.A.D. # 20 sponsored athletic activities. (Part-time drivers may drive non-athletic activities). This provision (athletic activities) shall be waived when regular bus drivers decline.

Section 5.6 Storm Days

On days when school is dismissed early due to bad weather, custodian/bus drivers shall be released after their bus run without loss of pay. Shift workers will be allowed to report to work at 12 p.m. and shall receive equal compensatory time the same day. On days when school is canceled all custodian/bus drivers shall work their entire shift.

If unable to work their shift the employee shall be allowed to use vacation or comp time if available. If the employee has no vacation or comp time available they shall be docked for all unworked hours.

ARTICLE 6 HOLIDAYS

Section 6.1 Recognized and Observed

The following days shall be recognized and observed as paid holidays:

New Year's day	Labor Day	Washington's Birthday
Veterans Days	Thanksgiving Day + Day After	
Patriot's Day	Memorial Day	Christmas Day
Indigenous Peoples Day	Independence Day	Martin Luther King Day
Juneteenth		

When December 24th falls during the work week, members of the bargaining unit will be released one half day early.

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday, or holidays that fall on Sunday the succeeding Monday shall be observed as the holiday, except on days when school is in session.

ARTICLE 7 SICK LEAVE

Section 7.1 Eligibility Requirement

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment shall receive sick leave with pay.

If such leave extends beyond three (3) consecutive work days, the employee must furnish the employer with a physical statement from their personal care provider verifying the sickness or disability. This statement will be delivered to human resources in the Superintendent's Office.

Employees shall be eligible for sick leave after 180 days service with the employer.

Employees shall accrue one and a quarter (1 1/4) days of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for a full month's work.

Section 7.2 Accumulation

Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave to a maximum of 100 days at the rate of one and a quarter (1 1/4) day per month.

Prior to August 1, of each year each employee will receive a notice indicating his accumulated sick leave thru June 30.

Employees whose sick leave accumulation exceeds one hundred (100) days shall be allowed to take one-half of the excess days (maximum of 7) in vacation time.

ARTICLE 8 SENIORITY LIST

The employer will maintain a seniority list through the Central Office and this list will be updated on a yearly basis. The Union will receive an updated list by July 1 of each year of the contract.

ARTICLE 9 CONSIDERATION FOR SENIORITY

All employees hired on or after July 1, 1981 shall have their seniority accrue from their last permanent date of hire.

Seniority will be the determining factor for any vacancy, *transfer, lay-off, recall and promotion provided the employee has the ability, skill and versatility to perform the work required in its entirety.

*Management maintains the right to transfer employees when it feels it is in the best interest of the work force and to meet the needs of the system. No employee shall be transferred from one shift to another in an arbitrary or capricious manner.

ARTICLE 10 VACATIONS

Vacation time, when possible, shall be requested 2 weeks in advance; vacation time may be approved with lesser notice at the discretion of the Supervisor or their designee. Employees may request to use vacation annually up to the following amounts depending on their time in service:

0 – 6 mos	0 vacation
After 6 mos	3 days vacation
1 yr. - 4 yrs.	2 weeks vacation
5 yrs. - 9 yrs.	3 weeks vacation
10 yrs. – 19 yrs	4 weeks vacation
20 yrs & Over	5 weeks vacation

In situations where their vacation requests are denied and employees are unable to utilize their vacation during the year and with prior approval of the superintendent the employees would be allowed to carry over up to one week of vacation time. Employees shall be allowed to carry over up to one week of vacation time until August 1.

An employee in good standing who is separated from service by layoff, resignation, or death, shall have payment made for the number of unused vacation days for that year. In the event of death, the payment shall be made to the employees' estate.

ARTICLE 11 PAID LEAVES

Section 11.1 Bereavement Leave

In the event of death in the family of an employee or his spouse's, parents, children, brother, sister, grandparents, grandchild, father- in-law, mother-in-law, brother-in-law, sister-in-law or the spouse the employee shall be granted up to five (5) days annually leave of absence with full pay to make household adjustments and to attend the funeral.

11.2 Family Sickness

In the event of illness in the immediate family as defined above the employee shall be granted five (5) days only per year. Such leave will be deducted from the employee's personal sick leave.

Section 11.3 Family Medical Leave

All leave taken under this contract which also qualifies for leave under the state or federal Family and Medical Leave Act will run concurrently with FMLA leave, if such leave is available to the employee, and in accordance with the Employer's policies and procedures, which are not subject to grievance.

Section 11.4 Jury Duty

Employee shall be granted a leave of absence with pay for jury duty and must turn over any jury pay, less the cost of meals and travel. Employee are expected to report to work on any day they are released from jury duty.

ARTICLE 12 OVERTIME

Section 12.1 Rate of Pay

Time and one-half the employee's regular 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:

- (a) all work performed after the accumulation of 40 worked hours in a given work week
- (b) work on holidays and/or weekends will be paid at one and one half (1 ½) time
- (c) Except as noted above overtime will only be paid for hours actually worked.

At the employees option he/she may elect to take vacation time off (maximum of five (5) days) - increased to eight (8) after fifteen years of service) in lieu of overtime pay. If vacation time off is taken, it shall be at the rate of one and one-half (1 1/2) hours of vacation time for each hour of overtime actually worked in excess of forty-five (45) hours. Vacation time off may be scheduled only upon the mutual agreement of the employee and his supervisor.

Section 12.2 Distribution

Overtime shall be offered to bargaining unit employees on a seniority based rotation. The employer shall attempt to equalize overtime as much as possible. A refusal of overtime by the employee will be counted as hours worked (unpaid) for the purposes of equalizing overtime.

A record of the overtime hours worked by each employee shall be posted on the department bulletin board each payroll period.

ARTICLE 13 DISCIPLINE

Section 13.1 Action or Measures

Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension, discharge.

Section 13.2 Just Cause

The employer shall not discharge any employee without just cause. Any time a meeting could lead to discipline a bargaining unit member shall be awarded the right to Union representation if requested.

ARTICLE 14 GRIEVANCE PROCEDURE

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

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

Section 14.1 Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems and disputes over the meaning or application of this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained shall be construed as limiting the right of any member of the bargaining unit having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this agreement and provided the Union has an opportunity to be present at any such settlement.

Section 14.2 Definitions

A "grievance shall mean a complaint by a member of the bargaining unit of an alleged violation of this agreement or any dispute with respect to the meaning or application.

An "aggrieved person" is the member of the bargaining unit making the claim.

A "party in interest" is the member or members of the bargaining unit making the claim and any member of the bargaining unit who might be required to take action or against whom action might be taken in order to resolve the claim.

"Days" shall mean working days.

Section 14.3 Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum. The time limits specified may, however, be extended.

Section 14.4 Informal Procedure

If a member of the bargaining unit feels that he may have a grievance, he may first discuss the matter with his supervisor in an effort to resolve the problems informally. The parties will make every attempt to settle grievance at the lowest level possible.

Section 14.5 Formal Procedure

Level One - Supervisor

If an aggrieved member of the bargaining unit and/or the Union steward is not satisfied with the outcome of informal procedures, or if he has elected not to utilize them, he may present his claim as a formal grievance in writing to his supervisor. A grievance will be deemed waived unless submitted in writing ten (10) working days after the aggrieved party knew or should have known of the events or conditions constituting the alleged grievances.

The supervisor shall, within five (5) working days after receipt of the written grievance, render his decision and the reasons thereof in writing to the aggrieved person.

Level Two - Superintendent of Schools

If the aggrieved is not satisfied with resolutions of the grievance at Level One, he may within five (5) working days submit the grievance to the Superintendent in writing.

The Superintendent shall, within ten (10) working days after receipt of the grievance, meet with aggrieved party and the Union steward for the purpose of resolving the grievance.

The Superintendent shall, within five (5) working days after the hearing, render his decision and the reasons therefore in writing to the aggrieved person.

Level Three – M.S.A.D. # 20 Board of Directors

If the aggrieved is not satisfied with the resolutions of the grievance at Level Two, he may within four (4) working days after receiving the Superintendent's response request in writing a hearing on the matter before the Board of Directors.

The Board of Directors shall within ten (10) days after receipt of the grievance, meet with the aggrieved person and the AFSCME staff field representative, if requested. Within ten (10) days after such a meeting, the Board of Directors shall render its decision and the reasons therefore in writing to the aggrieved member of the bargaining unit.

Level Four - Impartial Arbitration

If the aggrieved member of the bargaining unit and AFSCME Council 93 are not satisfied with the disposition of his grievance at Level Three, he may, within seven (7) working days after the decision, or within fourteen (14) days after the Board of Directors' meeting, submit the grievance to arbitration by so notifying the Board of Directors in writing.

The Chairman of the Board of Directors and AFSCME Council 93, or their representatives, shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the parties shall call upon the Maine Board of Arbitration and Conciliation to select one.

The arbitrator selected shall confer promptly with the representatives at the Board of Directors and the aggrieved and shall review the record of the prior hearings.

The arbitrator shall, as soon as practicable after his selection render his decision in writing to all parties in interest, setting forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires this commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be submitted to this Board of Directors and the aggrieved and shall be final and binding on the parties, subject to judicial review as provided by statute. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies of forums which otherwise could be available.

The costs for the services of the arbitrator shall be paid equally by the Board of Directors and the aggrieved.

Section 14.6 Right of Custodian-Bus Driver to Representation

If in the judgment of the bargaining unit's Grievance Committee, the grievance affects all members of the bargaining unit, the bargaining unit's Grievance Committee shall submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Employee information for the bus drivers and custodians when requested in pursuit of a grievance will be provided by the office of the Superintendent of Schools.

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest, heretofore referred to in this Grievance Procedure.

Grievances initiated by the employer shall be processed in this same manner and may be initiated at either step 1 or 2.

ARTICLE 15 GENERAL PROVISIONS

The provisions 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 activity in any 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.

The employer agrees to furnish and maintain a suitable bulletin board to be used by the Union. The Union shall limit its posting of notices and bulletins to this bulletin board.

ARTICLE 16 UNION ACTIVITIES ON EMPLOYER'S PREMISES

The employer agrees that during working hours, on the employer's premises, and without loss of pay, union representatives may be allowed to collect union dues, initiation fees, and assessments (if not collected through payroll deductions), post union notices, attend negotiation meetings, and process an employee's grievance. The Union representative shall be limited to the use of school message boards in order to conduct official Union business, such as meetings notices and bulletins, and shall not post any material which is controversial, inflammatory or of a political or commercial nature.

The employer agrees that after working hours, on the employer's premises, and without loss of pay, union representatives may be allowed to distribute union literature, solicit union membership during other employee's non working time, transmit communications authorized by the local union or its officers to the employer or his representative, consult with the employer, his representative, local union officers, or other union representatives concerning the enforcement of any provisions of this agreement.

ARTICLE 17 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 full and free access to the premises of the employer during the hours that the employees are available to discuss union business or during regular business hours.

ARTICLE 18 INFORMING EMPLOYEES

Section 18.1 Work Rules

The employer further agrees to furnish each employee in the bargaining unit with a copy of any changes in existing work rules 30 days after they become effective.

All employees shall be notified three (3) days in advance of any meetings they shall be required to attend with the Superintendent of Schools. The purpose of the meeting shall be posted on the bulletin board.

Section 18.2 Enforcement

The employees shall comply with all existing work rules provided the rules are uniformly applied and uniformly enforced.

ARTICLE 19 NO STRIKE OR LOCKOUT

The employees shall refrain from engaging in any (1) work stoppage, (2) slowdown, (3) strike, or (4) blacklisting of any public employer for the purpose of preventing it from filling employee vacancies.

The employer shall not engage in any lockout.

ARTICLE 20 SALARY AND FRINGE BENEFITS

Section 20.1 Method of Pay

Employees of the bargaining unit covered by this agreement shall be paid on a bi-weekly basis.

Section 20.2 Hourly Rate of Pay

All newly hired employees shall serve a probationary period of one (1) year.

Job Classification		
	July 1, 2023	July 1, 2024	July 1, 2025
Custodian	\$17.03	\$17.43	\$17.84
Custodian/Bus Driver	\$19.21	\$19.67	\$20.14

Any Custodian - Bus Driver who works a night and/or split shift shall receive a shift differential of 25 cents per hour payable year round.

The Employer shall pay an additional twenty cents (\$0.20) per hour added to the normal hourly wage of each Employee who has accumulated ten (10) years of employment with the School District. The Employer shall pay an additional thirty five cents (\$0.35) per hour added to the normal hourly wage of each employee who has accumulated fifteen (15) years of employment with the School District. The Employer shall pay an additional sixty five cents (\$0.65) per hour added to the normal hourly wage of each employee who has accumulated twenty (20) years of employment with the School District.

Section 20.3 Insurance

In the following years of this contract MSAD #20 will pay the following percentages toward an employee's health insurance plan:

- 2023-2026
- Family Plan: 55%
- 2 Person Plan: 55%
- Adult/Child Plan: 100%
- Single Plan: 100%

Beginning July 1, 2005 and henceforth any new employee whose spouse is covered under another medical insurance plan (whether through premium payment, cafeteria plan, cash allowance or otherwise) shall be limited to the maximum health insurance premium not to exceed the dollar amount agreed upon for the single or adult with children plan (whichever applies) as provided by MSAD # 20.

All staff who are employees prior to July 1, 2005 will not have their current health plan altered, except that no current staff member may add coverage under the MSAD # 20 plan for a spouse after July 1, 2005 if the spouse is eligible for health care benefits as described above in this article.

Section 20.4 Retirement

Any employee who has given three months' notice in writing to retire in good standing with fifteen (15) years of service in M.S.A.D. #20 will be compensated for up to thirty-five (35) days of unused sick leave at the following rates for:

2023/24 rate of \$149.75 per day
2024/25 rate of \$153.34 per day.
2025/26 rate of \$157.02 per day.

Additional sick leave days up to the maximum accumulation will be compensated at the following rates for:

2023/24 rate of \$17.76 per day
2024/25 rate of \$18.19 per day.
2025/26 rate of \$18.63 per day.

The compensated rate will increase each year at the same percentage as the hourly rate of pay. If an employee uses all of his/her sick leave in the last three years prior to retirement then M.S.A.D. #20 will guarantee a minimum of two weeks' vacation pay upon retirement in good standing. Retirement means actually retiring from work and receiving benefits from Maine PERS or social security.

ARTICLE 21 CALL TIME

Any employee called in for other than his regular hours shall be paid a minimum of two (2) hours at the overtime rate. The employee will be only performing the specific duties associated with the reason (emergency) for which the supervisor called employee back to work.

ARTICLE 22 FIRST AID COURSE

All members of the bargaining unit will be offered an American Red Cross First Aid Course/CPR at no cost to them. Anyone failing the course must take additional classes as deemed necessary by the instructor and retake the test. Passing or failing the course will not be a condition of employment.

ARTICLE 23 RETROACTIVITY

Negotiations concluded after July 1 will be retroactive to July 1 providing a good faith effort has been made to finish negotiations by July 1.

ARTICLE 24 PRE-EMPLOYMENT PHYSICAL COSTS

The employer shall initially bear the cost of new employee's pre-employment physical. Employee agrees to reimburse employer for the cost of that physical should employee terminate employment prior to six (6) months of employments.

ARTICLE 25 DURATION OF CONTRACT

This agreement shall be effective as of July 1, 2023 and shall remain in full force and effect until the 30th day of June, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 120 days prior to the termination date that it desires to modify this agreement. In the event that such notice is given, this agreement shall remain in full force and be effective during the period of negotiations and shall be extended beyond the termination date by mutual consent.

In witness whereof the parties hereto have set their hands this 9th day of May, 2023.

For the Union:

For the Employer:

Representative of Board of Directors

Superintendent of Schools

ARTICLE 24 PRE-EMPLOYMENT PHYSICAL COSTS

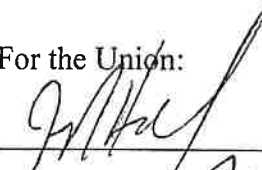
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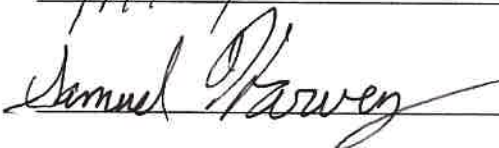
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In witness whereof the parties hereto have set their hands this 9th day of May, 2023.

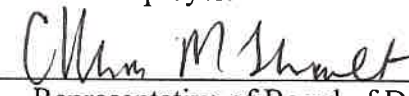
For the Union:

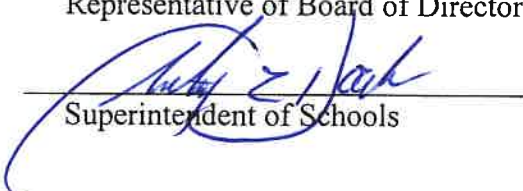




Samuel Harvey

For the Employer:



Representative of Board of Directors


Superintendent of Schools