

A.F.S.C.M.E.
M.S.A.D. #44

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AGREEMENT
BETWEEN THE
COUNCIL #93
A.F.S.C.M.E. - A.F.L. - C.I.O.
and
MAINE SCHOOL ADMINISTRATIVE DISTRICT #44
BOARD OF DIRECTORS
(Food Service, Bus Drivers, Custodians, Maintenance)

JULY 1, 2021, THROUGH JUNE 30, 2024

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PREAMBLE

WHEREAS, MSAD #44 (hereinafter referred to as "Employer"), and Council #93, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union") desire to establish a constructive, cooperative and harmonious relationship; to set forth the entire Agreement in relation to salaries, wages, hours of work and other terms and conditions of employment; to promote effective service towards the accomplishment of the mission of the agency; and to establish an equitable and peaceful procedure for the resolution of differences;

THEREFORE, this Agreement by and between the parties is entered into on July 1, 2021.

ARTICLE 1. RECOGNITION

This collective bargaining Agreement covers all employees in the bargaining unit as defined in Article 3 & 5. The employer recognizes that A.F.S.C.M.E. has been certified by the Maine Labor Relations Board to be the elected bargaining unit as specified in the MLRB Bargaining Agent Certification dated May 7, 1976. This unit includes food service workers, custodians, maintenance, bus drivers, dispatchers and mechanics who have been employed with MSAD #44 for six (6) months or more. It has been agreed by the parties that the Supervisor of Food Services, Buildings & Grounds Supervisor, and Transportation Supervisor are not to be included in the bargaining unit nor any other employee as defined in 26 M.R.S.A. 962(6).

ARTICLE 2. CHECK-OFF

- A. It shall be the responsibility of the Union to provide MSAD #44 with a sufficient supply of itemized sheets of all Employees for deduction of dues. Weekly dues shall be deducted in equal amounts only during the actual time employed (bi-weekly).
- B. The Employer agrees to deduct the Union membership dues 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 the Treasurer of the Union, and aggregate deductions of all Employees shall be remitted to the Treasurer of Council #93, after such deductions are made, no later than the 15th of the following month after the deductions are made.
- C. This authorization may be revoked upon written notice to the Union and the Superintendent no earlier than thirty (30) days prior to the termination of this Agreement.

- D. The Union shall indemnify and hold the Board harmless against any and all claims and suits which may arise by reason of any action taken in making deductions pursuant to this Article.

ARTICLE 3. DEFINITIONS

- A. GENDER. Whenever possible, the noun shall be used in place of the pronoun whenever gender is being defined.
- B. NUMBER. Whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated by the context.
- C. UNION. Whenever the term "Union" is used, it shall refer to 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 who are included in the Bargaining Unit.
- E. BARGAINING UNIT. Whenever the term "Bargaining Unit" is used, it shall refer to all employees in the Classified Personnel Bargaining Unit as specified in the Unit Determination, dated March 30, 1976, of the Maine Labor Relations Board, and shall also refer to any additional personnel that the Employer and the Union mutually and voluntarily agree to include in writing in the Classified Unit.
- F. STEWARD. Whenever the term "Steward" is used, it shall refer to an employee selected by the Union to represent the members of the bargaining unit in matters related to this contract.
- G. BOARD. Whenever the term "Board" is used, it shall refer to the School Administrative District No. 44 Board of Directors and any designated representative by committee, individual members, or authorized agent whether or not a member.
- H. SUPERINTENDENT. Whenever the term "Superintendent" is used, it shall include the Superintendent of Schools of School Administrative District No. 44 or any person whom the Superintendent specifically designates to act for the Superintendent in any particular situation or class of situations.
- I. PRINCIPAL. Whenever the term "Principal" is used, it is to include any full-time supervising Principal.

- J. EMPLOYER. Whenever the term "Employer" is used, it shall refer to MSAD #44 or the MSAD #44 Board of Directors.
- K. CONTRACT. Whenever the term "Contract" is used, it shall refer to this Collective Bargaining Agreement unless otherwise clearly indicated by the context.

ARTICLE 4. MANAGEMENT RIGHTS

Except as explicitly limited by a specific provision of this Agreement, Management shall continue to have all rights and authority available to it under law, including the exclusive right to take any action it deems appropriate in the management or operation of the school system, in the implementation of educational policies and in the direction of the work of Employees covered herein in accordance with its judgment. Such rights shall include but shall not be limited to, the operation of the school system, direction of the Employees, the right to assign work, to change assignments, to promote, to suspend, to discharge, to reduce or expand the staff, to transfer, to maintain discipline, to establish schedules, to establish work rules, and to introduce new or improved methods or facilities. Union agrees that Management does not lose its right(s) simply by virtue of not exercising it (them).

ARTICLE 5. HOURS OF WORK

- A. Drivers on regularly scheduled bus runs transporting students from home to school or from school to home shall be paid for hours worked. When such runs are less than two hours in duration, bus drivers shall be provided additional work in order that a minimum of two hours pay can be earned or, if no additional work is available, shall be paid a minimum of two hours. Late runs shall be paid a minimum of two (2) hours and shall be awarded annually based on seniority. Higher pay for higher classification: Any employee, who is temporarily assigned to work in a higher classification where a higher rate of pay is applicable, shall receive such higher rate of pay for hours worked in the higher classification. Should an employee be temporarily assigned to work in a lower-paid classification, the employee shall do so with no loss of pay.
- B. WORK SCHEDULE. A work schedule showing the Employee's hours of work shall be posted by the immediate supervisor. Employees shall not be asked to change their work schedule unless a substitute is not qualified to perform the assigned work as determined by the supervisor.
- C. WORK YEAR. School year employees work the student school year, plus a certain number of days based on operational needs as determined by the

Superintendent. Calendar year employees are those who work twelve (12) months per year.

Whenever possible, school year employees shall be notified prior to summer break of any additional days they shall be required to work before the beginning of the next school year.

- D. CALL IN. (Including Boiler Checks) There will be a minimum of three (3) hours pay for anyone called in after their regular work shift is over. This Section applies only when call-in results in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. This Section does not apply to scheduled overtime, call-in time annexed to the beginning of the work shift, or hold-over times annexed to the end of the work shift or work day.
- E. ELIGIBILITY FOR EXTRA-TIME OR OVERTIME FOR BUS DRIVERS. At the beginning of the year, non-probationary bus drivers desiring extra-time or overtime assignments may volunteer for any the following additional assignments by filling out an Eligibility List provided by the District. Each list shall be established by order of seniority, and assignment shall be made on a rotating basis throughout the school year in accordance with the Extra Time Assignment provision attached in Appendix A.
- 1) FILL-IN DRIVER FOR ADDED SCHOOL YEAR RUNS (NOT INCLUDING REGULAR AM AND PM TO-SCHOOL RUNS). Added School Year Runs are those regular and reoccurring runs that occur during the school year such as Freshmen Academy, Region 9, Late Run, Lunch Run, or any other added run the District establishes. A separate Fill-In driver list will be maintained for each Added School Year Run for those drivers wanting to drive as a replacement when a regularly assigned driver is unavailable.
 - 2) MISCELLANEOUS RUNS/DRIVING ASSIGNMENTS. Miscellaneous runs/driving assignments are those assignments that occur on a sporadic or inconsistent basis throughout the work week such as picking a school bus up at a dealership, picking up parts, or other types of driving that may occur.
 - 3) SPORT/FIELD TRIPS. Sports/Field trips are those trips associated with stipend activities that occur outside the regular school day or during school vacation during the school year.
- F. NORMAL DAILY RATE OF PAY. Whenever the term “Normal Daily Rate of Pay” is used, it refers to the employee’s hourly wage times the number of hours assigned to that employee on a typical work day.

- G. OVERTIME. Overtime will be paid at the rate of one and one-half (1½) times the regular rate for hours compensated for over forty (40) hours in a week. Overtime within each classification will be distributed on a rotating basis by eligibility, seniority, and qualifications, and when appropriate, by building. The Transportation Director will make a good faith attempt to distribute overtime on an equitable basis over the school year.
- H. If all eligible bus drivers reject an extra-time or over time assignment, the eligible employee with the least number of hours accumulated for that week, provided the employee is qualified to perform the work as determined by the Supervisor, shall be assigned the extra-time or overtime. When an employee refuses extra-time or overtime, the time shall be charged against the employee as if the employee had worked it, for purposes of determining qualifications for future overtime.
- I. SPARE-HELP. Spare-help shall be eligible for all assignments. If no bargaining unit member is available for extra time, the spare help may be called.
- J. SHIFT DIFFERENTIAL. Shift differential will be paid to those custodians whose assigned shift starts after the normal educational day ends.
- K. ACTING LEAD CUSTODIAN. Management will designate, in writing, the Custodian who, after completion of one full shift in the acting Lead Custodian capacity, will be paid an additional one dollar (\$1.00) per hour for the first thirty (30) consecutive work days. After thirty (30) consecutive work days, the dollar stipend will be increased to one dollar and fifty cents (\$1.50) per hour. After sixty (60) consecutive work days, the dollar and fifty cents per hour will increase to two dollars (\$2) per hour.
- L. SNOW DAYS. School-year employees will be provided an opportunity to make up for work lost on snow days when school is cancelled.

ARTICLE 6. MEAL PERIODS

- A. Each full time employee shall be granted a thirty (30) minute unpaid lunch period for each shift of eight (8) hours of work. Such lunch period will be provided near the middle of this eight (8) hour shift whenever feasible. Longer meal periods may be granted with the approval of the employee's immediate supervisor.
- B. Each full time employee shall be granted one (1) fifteen (15) minute paid rest period for each consecutive four (4) hours of work. Such rest period will be provided near the middle of this four (4) hour shift whenever feasible.

- C. Employees who are required to make bus trips of more than five (5) hours duration shall be reimbursed for a meal in an amount not to exceed twelve dollars (\$12) upon presentation of the receipt for such expenditure.

ARTICLE 7. HOLIDAYS

- A. Each employee will receive the following days as paid holidays provided that the employee works the day before and the day after the holiday, excluding Saturday, Sunday, vacations, and sick days. If sick leave is taken on more than one (1) instance on the day before or the day after a holiday, a doctor's certificate must be submitted. Holiday pay will be based on a normal daily rate of pay.

FULL YEAR EMPLOYEES

New Year's Day
 Martin Luther King Day
 Presidents' Day
 Memorial Day
 Independence Day
 Labor Day
 Indigenous Peoples' Day
 Veterans' Day
 Thanksgiving Day
 Day After Thanksgiving
 Day Before Christmas*
 Christmas Day
 Patriots' Day

SCHOOL YEAR EMPLOYEES

New Year's Day
 Martin Luther King Day
 Presidents' Day
 Memorial Day
 Labor Day
 Indigenous Peoples' Day
 Veteran's Day
 Thanksgiving Day
 Day After Thanksgiving
 Day Before Christmas *
 Christmas Day

*The "day before Christmas" may be taken either before or after Christmas Day with prior approval of the Superintendent.

- B. Two (2) of the paid holidays may be treated as floating holidays which means that if a person is required to work on a particular holiday, another day off with pay at the regular daily rate will be given to compensate or the employee will be compensated for the hours worked at the regular daily rate. The day so selected must be approved by the employee's immediate supervisor. The same will be true if a paid holiday occurs during an employee's vacation.
- C. If a holiday occurs on a Saturday or Sunday, the Superintendent of Schools will designate either the Friday before or the Monday after as the date on which the holiday is to be observed. For the purpose of this article, the day to be observed shall be as designated by the State in accordance with State law and the school calendar.

- D. School year employees who work during the summer for the district shall be paid for Independence Day provided that the employee works for the district the day before or after the holiday.

ARTICLE 8. VACATIONS

- A. ELIGIBILITY. A full year employee will be eligible for the following vacation benefits:

Vacation Allowances:

Less than 1 full year of continuous service:	No vacation
One year of service but less than 2 years of continuous service:	5 days' vacation
Two years of service but less than 3 years of continuous service:	7 days' vacation
Three years of service but less than 4 years of continuous service:	10 days' vacation
Four years of service but less than 5 years of continuous service:	11 days' vacation
Five years of service but less than 6 years of continuous service:	12 days' vacation
Six years of service but less than 7 years of continuous service:	13 days' vacation
Seven years of service but less than 8 years of continuous service:	14 days' vacation
Eight years of service but less than 9 years of continuous service:	15 days' vacation
Nine years of service but less than 10 years of continuous service:	16 days' vacation
Ten years of service but less than 11 years of continuous service:	18 days' vacation
Eleven years of service but less than 20 years of continuous service:	20 days' vacation
Twenty years or more of continuous service:	25 days' vacation

- B. Vacation dates will be requested by employees through their supervisor. Final vacation dates will be approved in advance by the supervisor.
- C. Vacation pay will be equal to the hourly rate of pay for the employee during the week immediately prior to the employee's vacation.
- D. Any employee who is laid off or retires from service of the employer prior to taking the employee's vacation leave, shall be compensated in cash for the unused vacation the employee had accumulated at the time of separation on the next regular payroll date. Any employee who is dismissed or voluntarily quits prior to taking the employee's vacation leave, shall be compensated in cash for the unused vacation the employee has accumulated at the time of the employee's anniversary date. The employee shall give fourteen (14) calendar days notice of his intent to quit or forfeit one (1) day's pay for each day short of the fourteen (14) calendar day's notice to a maximum of seven (7) day's pay.
- E. Vacation must be taken within the fiscal year or the vacation time is lost.

ARTICLE 9. INSURANCE/ANNUITIES/TAX-DEFERRED INVESTMENTS

- A. X-Rays, TB tests, and physical examinations, required by the District, will be paid for by the district at an amount not to exceed the rates established by the designated school physician.
- B. HEALTH INSURANCE. The District shall contribute the following amounts towards the health insurance plan, which the employee is eligible:

School Year Employees

100% of Single subscriber and up to 69% of Adult with Child for those electing dependent coverage (family, two person or adult with child).

Full Year Employees

100% of Single subscriber and up to 93% of Adult with Child for those electing dependent coverage (family, two person or adult with child).

Board contributions shall be determined under the MEA Choice Plus plan. Employees electing Standard shall be responsible for any additional cost. Alternatively, employees electing the less-expensive Standard 500 or Standard 1000 plans may use Board contributions under the Choice Plus plan towards these less-expensive plans, thereby reducing their own contribution levels.

In the event a successor contract is not negotiated by the expiration of this contract, Board dollar (\$) contributions toward health insurance shall remain at the 2023-2024 levels until negotiated otherwise.

- C. CASH-IN-LIEU. Eligible employees who demonstrate proof of health insurance coverage elsewhere may elect to receive cash in lieu of district insurance according to the following schedule:

School Year Employees	\$2,985
Full Year Employees	\$4,030

Cash in lieu payment shall be subject to federal and state taxes, as provided by law. Employees must select how their contribution will be applied and so indicate to the payroll department in writing by the first workday in September of each year.

- D. PRORATION FOR PART-TIME EMPLOYEES. Employees regularly scheduled to work more than seventeen (17) hours but less than twenty (20) hours per week

shall be entitled to fifty percent (50%) of the above health or cash in lieu benefits. Employees regularly scheduled to work less than seventeen (17) hours shall not be entitled to district health or cash in lieu benefits.

- E. ELIGIBILITY. The above benefits apply to regular employees of the district and do not include temporary, spare or substitute help. An employee coming off probation during the course of a year shall be eligible for a portion of the benefits, pro-rated on a semi-monthly basis, according to the length of time remaining in the year.

In the event that an employee's spouse is also employed by the District, only one employee may elect two person or family coverage and the other may reenroll as a dependent.

- F. The Employer agrees to continue the "premium only tax-deferred cafeteria plan" for employees who pay their share of the health insurance premium.

The Employer agrees to renegotiate the economic impact if present or future laws do not allow a "premium only tax-deferred cafeteria plan."

- G. CONTRACT REOPENER – "CADILLAC" TAX. To the extent that any of the health insurance plans selected by the employee would generate a so-called "Cadillac" tax penalty under the Affordable Care Act in 2020 or beyond, the parties agree to reopen the contract for the limited purpose of negotiating an alternative health insurance plan and, if appropriate, contribution rates and/or the assignment of any additional costs/penalties/assessments between the parties associated with the so-called Cadillac tax.

ARTICLE 10. SENIORITY

- A. SENIORITY. Seniority is to mean an employee's length of continuous service with MSAD #44 since his last date of hire. Seniority shall begin from the time an employee is hired by the Board to fill a regular bargaining unit position.
- B. PROBATIONARY PERIOD. New employees shall be required to complete a twelve (12) month probationary period.
- C. A probationary employee may be disciplined or terminated without compliance with terms of this contract. A probationary employee may be eligible for the benefits set forth in Article 9 after completion of thirty (30) days employment. All other benefits bestowed by this contract shall accrue but not vest until the satisfactory completion of the six (6) month statutory exclusionary period referred to in Article 1.

- D. CONTINUOUS SERVICE. Shall mean employment by MSAD #44 which has not been interrupted by anything other than approved leave.
- E. By September 30th each year, a copy of the seniority list shall be furnished to the local union. Changes, additions, and/or deletions to the prior accepted seniority list shall be considered to be final with the currently posted seniority list if those changes, additions, and/or deletions are not challenged by the Union within thirty (30) days after the seniority list is made available to the Union.
- F. VACANCIES AND POSTINGS. Except in emergencies vacancies shall be posted internally for five (5) days. Interested applicants shall follow the procedures in the posting. Vacancies may be filled by reinstatement from layoffs, transfers, demotions, promotions, or external applicants. In the event qualifications and abilities are equal, the most senior in-house applicant shall be selected.

ARTICLE 11. LAYOFF

- A. DEFINITION. Layoff shall mean the temporary or indefinite separation of an employee by the employer for other than reasons of discipline or performance.
- B. NOTICE. An employee shall be given one (1) week notice by the employer of any layoff except in emergencies.
- C. ORDER OF LAYOFF. In the event it becomes necessary for the employer to layoff employees for any reason, employees shall be laid off by job classification according to evaluations and qualifications. In the event evaluation and qualifications are, in the opinion of the Superintendent, substantially similar, seniority shall prevail. The right to reassign thereafter remains with the Board.
- D. EVALUATIONS. If employees in the classification in which the layoff is to occur have not been formally evaluated in the prior year immediately preceding the layoff, then seniority shall be the sole criteria for layoff.
- E. ORDER OF RECALL. Employees shall be recalled from layoff in the inverse order of layoff by job classification performing the recall. Recalled employees must accept offered employment within ten (10) days of recall or forfeit all rights under this contract. Recall rights shall continue for eighteen (18) months from date of layoff. Thereafter, the Employer may hire new employees to fill vacancies resulting from layoffs. No employee shall be allowed to fill a position for which the employee is not qualified nor has the ability to perform the work required of the position.

F. For purposes of layoff and recall, the following classifications shall be recognized:

- 1) Bus Driver
- 2) Mechanic
- 3) Maintenance
- 4) Custodian
- 5) Kitchen Manager
- 6) Food Service

In the event of a reduction of a Kitchen Manager position, the employee selected for layoff may displace a food service employee in accordance with the layoff procedures contained in Subsection C.

G. Employees will be placed in the classification in which they are regularly assigned the majority of their work week during the school year.

ARTICLE 12. LEAVES OF ABSENCE

A. BEREAVEMENT LEAVE. Up to five (5) consecutive days with pay, with exceptions granted by the Superintendent, may be taken for the death of a parent, spouse, child, sibling, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step child, step grandchild, relative domiciled in the employee's house, or significant other living in the household.

B. PERSONAL. There shall be two (2) days with pay per year non-accumulative. Notice must be given to the supervisor at least two (2) days in advance of the date of the leave stating the nature of the personal leave. Personal days that lead into or out of a vacation or long weekend cannot be taken except in an established emergency. Such leave may be taken only with permission of the Superintendent of Schools or his designee. (Personal days are not to be equated with vacation time.)

C. Rate of pay for these leaves of absence will be based upon the normal daily rate of pay of the employee.

D. JURY DUTY. Employees shall be granted a leave of absence from work anytime they are required to report for jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service provided they are performing their jury duty. Employees who are released from jury duty with at least one quarter (1/4) of their normal work day remaining, shall report to their supervisor and accept a work assignment for the remainder of the day.

- E. UNPAID INJURY/ILLNESS LEAVE OF ABSENCE. An employee shall be eligible for an unpaid leave of absence upon completion of the employee's probationary period. An unpaid leave of absence may be granted at the discretion of the Superintendent of Schools. Time spent on unpaid leave shall be credited toward seniority and longevity. The duration of the leave shall not exceed eight (8) weeks. The employee may then request an additional unpaid leave of absence up to an additional eight (8) weeks. Any application must be in writing and specifically state the reasons for such application and the length of time requested. Such request must be substantiated with a physician's statement and the cost of such statement will be paid by the employee. Upon return to work after completion of a period of an unpaid leave of absence, not to exceed the maximum of sixteen (16) weeks, the employee shall be returned to the position held immediately prior to the beginning of the leave of absence.
- F. CANCELLATION OF LEAVES OF ABSENCE. All leaves of absence shall be subject to the condition that the Superintendent of Schools may cancel the leave for just cause at any time upon prior written notice to the employee, specifying a reasonable date of termination of the leave, and the reason for such cancellation. This item is not subject to the grievance procedure.
- G. UNPAID MATERNITY LEAVE OF ABSENCE. Employees may be granted an unpaid maternity leave of absence by the Superintendent of Schools upon written request from the employee.
- H. OTHER UNPAID LEAVES OF ABSENCE. Employees covered by this Agreement may be allowed to be absent from work without pay for a period not exceeding a total of sixty (60) days upon written application stating the reason for such leave to the Superintendent of Schools.
- I. FAMILY MEDICAL LEAVE. Eligible employees shall be provided leave as provided by the Family Medical Leave Act (FMLA). The employer may require, or the employee may elect, to use his/her accumulated sick leave, if qualifying, vacation, or personal leave, to cover any FMLA leave. Any leaves granted under the FMLA shall run concurrently with, and not in addition to, any leaves granted under Article 12.
- J. TRAINING AND COURSE REIMBURSEMENT. Employees who obtain prior written approval from the Superintendent or designee to attend courses or other job related training shall be reimbursed for tuition costs and fees upon documentation of successful completion of the course(s).

ARTICLE 13. SICK LEAVE

Any employee unable to perform the duties of the employee's employment shall receive sick leave with pay to the extent of the employee's accumulated sick leave. However, any employee who is injured while working for another employer shall not be eligible for sick leave.

- A. Sick leave eligibility will accumulate for each individual employee at the rate of one (1) day per calendar month worked, and will be limited to a maximum of twelve (12) days accumulation in one (1) year. Yearly accumulation may be carried forward each year to a maximum accumulation of one hundred (100) days per employee.
- B. Sick leave pay will be based upon the normal daily rate of pay. The Superintendent reserves the right to require a medical authentication of any need for sick leave pay claimed, including the right to withhold the sick leave pay until such authentication is received. Such authentication may be required from a doctor designated by the Superintendent, in which case the cost of such authentication shall be paid by the Employer.
- C. Employees must call their immediate supervisor at least one-half (1/2) hour prior to the beginning of their work shift and report that they are sick if they desire to receive sick leave pay that day, except in extreme emergencies.
- D. All injuries incurred in the workplace will be immediately reported to a direct supervisor and in cases covered under the Worker's Compensation Act, an employee will receive from the employee's accumulated sick leave only the difference between the amount of the employee's normal daily rate of pay and the amount received as Worker's Compensation. The difference shall be charged on a pro-rata daily basis to the employee's accumulated sick leave and shall cease when the employee's sick leave is exhausted. If the employee indicates that the employee will reimburse the District the full amount received from Worker's Compensation, the employee will receive full sick leave compensation from the District. If the employee exhausts the employee's sick leave, the employee will be entitled to only the full amount of Worker's Compensation from that time forward.

The District may require any employee on sick leave to apply for Worker's Compensation if it applies and to take such further steps as may be necessary to obtain same.

E. SICK LEAVE INCENTIVE

- 1) Any full year employee who works a full fiscal year without using any sick leave will be able, if the employee so desires, to trade in up to twelve (12) of the aforesaid twelve (12) sick leave days in exchange for six (6) days bonus pay, payable at the end of the fiscal year. A full-year employee who works a full fiscal year using two (2) or fewer sick leave days will be able to trade up to ten (10) of the sick leave days in exchange for five (5) days bonus pay, payable at the end of the fiscal year.
- 2) Alternatively, a full school year employee who works a full school year using two (2) or fewer sick leave days will be able to trade up to four (4) of the sick leave days in exchange for two (2) days bonus pay, payable at the end of the fiscal year.
- 3) The incentives under Subsections E(1) and E(2) will not be accumulative. In addition, the days traded in will also not be accumulative. Days in this Paragraph will be prorated on the same basis as in Paragraph B above.

F. SICK LEAVE UPON RETIREMENT. Upon submission of a letter of retirement at least three (3) months in advance, an employee shall receive a retirement cash bonus equal to half (1/2) of all accumulated sick leave. Payment shall be no later than the beginning of the fiscal year following retirement. In the event of death, during the three (3) month period or prior to payment of this bonus, such payment shall go to the beneficiary of the estate. This shall apply to only those employees with over fifteen (15) years of work experience in public schools.

G. SICK LEAVE COMPUTATION. When employees are scheduled to work four (4) ten (10) hour days per week instead of the normal five (5) eight (8) hour days per week schedule, they will be paid ten (10) hours of pay for a day of sick leave and be charged for 1 1/4 days sick leave.

H. FAMILY ILLNESS LEAVE. Family illness will be allowed in accordance with School Board Policy GBO Family Care Leave only if the benefits are greater than the Maine Family Sick Leave Act, otherwise the Maine Family Sick Leave Act shall prevail.

ARTICLE 14. EMPLOYEES' CATASTROPHIC ILLNESS/INJURY BANK

A. The Employees' Catastrophic Illness/Injury Bank, hereafter known as the "bank," must have a minimum of forty-five (45) days to be started. Days will be added to the bank during the first full week of each school year.

- B. Each employee who desires to participate in the bank must contribute up to two (2) days at the beginning of each school year. Once started, if the total number of days drops below forty-five (45), an emergency call will go out to eligible employees to add days to the bank. Only those employees who donated up to two (2) days at the beginning of the year are eligible to donate an additional day to the bank during that year.
- C. Only non-probationary employees who have contributed days to the bank during any given year are eligible to use days out of the bank during any given year.
- D. No one (1) employee can draw from the bank until all of one's accumulated sick days have been used, nor can any one (1) employee draw more than forty-five (45) days during one (1) year, or until the illness/injury is officially declared a permanent disability, whichever is less.
- E. All requests for use of days in the bank must be made in writing stating the exact reason(s) for the request. Supporting doctor's statement will accompany each written request. The written request and doctor's statement will be submitted to the Superintendent of Schools. Each request will be reviewed by the Catastrophic Illness/ Injury Bank Governance Committee consisting of the Superintendent of Schools, an AFSCME representative, and a School Board representative. This committee will determine whether a participant is eligible to use days from the bank on an individual case-by-case basis.

Catastrophic Illness or Injury: A catastrophic illness or injury is one that is sudden and unforeseen, involves extraordinary or catastrophic injuries or illness, and requires immediate medical attention or is a chronic illness in which bodily health impairment is substantial, constant, consistent, and of long duration. The Bank is reserved for those illnesses or injuries that are serious in nature and necessitate a prolonged and unanticipated absence from work.

Determination of whether each request meets this catastrophic or chronic threshold will be based upon a physician's verification and diagnosis, any medical complications, and any other facts and circumstances within the discretion of the Committee.

- F. After the initial contribution by the eligible employees at the beginning of each school year, unused bank days will be carried over from the previous year to comprise a total not to exceed one hundred thirty-five (135) days.
- G. The bank is not subject to the grievance procedure.

ARTICLE 15. DISCIPLINE

Disciplinary action shall include the following:

- Oral reprimand
- Written reprimand
- Suspension (in writing)
- Demotion (in writing)
- Discharge (in writing)

The listing of actions above is not to be construed as being necessary in progression or limiting the appointing authority or the appointing authorities' designee's discretion as to which action to take.

Any disciplinary action taken on an employee who has completed the probationary period shall be for just cause and may be processed through the Grievance and Arbitration Procedure commencing at Step #2.

ARTICLE 16. SETTLEMENT OF DISPUTE

Grievance and Arbitration Procedure. Should the Union or an employee have a dispute about the meaning or application of any provisions of this Agreement, they may seek adjustment of the grievance as follows:

- STEP #1. The Union Steward, with the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of the event giving rise to the grievance. The Supervisor shall attempt to adjust the matter and shall respond to the Steward within three (3) working days.
- STEP #2. 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 Supervisor's response is due. The Superintendent of Schools shall respond to the Union Steward or the Grievance Committee in writing within ten (10) working days.
- STEP #3. 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 writing within seven (7) working days after the response of the Superintendent of Schools is due. The Board of Directors shall respond in writing to the Union Steward, Union Representative, or Grievance Committee (with a copy of the response to the local Union President) within fifteen (15) days after the next regularly scheduled Board meeting.

STEP #4. If the grievance is still unsettled, the Union may, within thirty (30) 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 do not mutually agree upon an arbitrator, the Union shall contact the American Arbitration Association to help in the selection of an arbitrator in accordance with their rules of procedure.

The decisions of the arbitrator(s) shall be final and binding on the parties, subject to judicial review as provided for under 26 M.R.S.A. Chapter 9-A, 972. 14 M.R.S.A. Sect. 5927 et. seq., and the arbitrator(s) shall be requested to issue the Arbitrator(s) decision within thirty (30) days after the conclusion of testimony and argument. The arbitrator(s) shall have no power to add to, subtract from, or modify this Agreement.

Expenses of the arbitrator's service 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 the proceedings, it may cause such a record to be made, providing it pays for the record.

GRIEVANCE COMMITTEES

Employees selected by the Union to act as Union representatives shall be known as "stewards". The name of the 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.

The Employer agrees to meet once a month, if requested in writing, with the Union Grievance Committee to discuss matters pertaining to items in this Agreement, providing the Union Grievance Committee submits a written agenda of items for discussion at least three (3) working days prior to the meeting date. Such meetings shall be held at a mutually agreeable time. The Employer, when necessary, may defer such meetings up to thirty (30) days for scheduling purposes.

PROCESSING GRIEVANCES DURING WORKING HOURS

The Union President, or the President's designee, may investigate and process grievances during working hours without loss of pay, to a maximum of three (3) working hours per week, but only with permission of the Superintendent of Schools in advance.

ARTICLE 17. WORK RULES

- A. INFORMING EMPLOYEES. The Employer agrees to furnish each employee in the bargaining unit with a copy of all work rules within thirty (30) days after the signing of this Agreement and within thirty (30) days of the establishment of any new and/or changed work rules. New employees shall be provided with a copy of the rules and the collective bargaining agreement at the time of hire. All bargaining unit employees shall be provided with a copy of the bargaining agreement and it will be made available online within ninety (90) days of the signing of the agreement.
- B. ENFORCING. Employees shall comply with all rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and enforced.
- C. The Employer shall provide to each employee job descriptions of their respective classifications.
- D. If an employee cannot continue his/her normal work duties due to a disability, the employee shall be required to submit a doctor's certificate to that effect, specifying any suggested work restrictions or reasonable accommodations.

ARTICLE 18. SCOPE AND SEPARABILITY

In the event any of the provisions contained in this Agreement are found to be contrary to any applicable provisions of law, such applicable provisions of law shall control and the remaining provisions in this Agreement shall not be affected thereby.

ARTICLE 19. NO STRIKE

For the duration of this Agreement, the Union, its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in, any strike, slow-down, or stoppage of work, boycott, job action, unlawful picketing or any other interruption of the school program. Failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for whatever disciplinary action, including suspension or discharge, deemed necessary by the

Board. Alleged violation of any provision of this Article is appealable immediately by either party to the Superior Court, the grievance procedure notwithstanding.

The Board agrees that there shall be no lockout of employees during the term of this Agreement.

ARTICLE 20. EMPLOYEE RIGHTS

No employee shall be required to appear before the Superintendent or the Board on a matter which could adversely affect continued employment or increments without prior written reasons for the meeting and the opportunity to have representation.

ARTICLE 21. CLOTHING ALLOWANCE

The Board will provide the same level of uniform support for the duration of this contract as provided in FY 15. The Mechanics, Maintenances, and Custodians shall be reimbursed up to two hundred dollars (\$200) per year toward the purchase of safety footwear. Food Service employees and Kitchen Managers shall be reimbursed up to one hundred and fifty dollars (\$150) per year for necessary protective clothing and proper footwear.

ARTICLE 22. WAGES

Employees shall be paid in accordance with the scale attached in Appendix B. Wage increases for the term of the contract shall be as follows:

FY 22 – \$1.00 increase plus Steps

FY 23 – \$0.75 increase plus Steps

FY 24 – \$0.50 increase plus Steps

Lead employees shall be placed on the Lead Custodian/Lead Mechanics scale in Appendix B.

Shift differential: 2nd shift \$0.30 per hour, 3rd shift \$0.40 per hour.

Food Service employees may, prior to the start of a contract year, elect to receive their wages in equal installments pro-rated over the course of the contract year. The District shall establish a procedure for such election.

conditions to ensure its integrity and shall contain copies of personnel forms, official correspondence, written evaluations and other types of records and document pertaining to employment.

An employee shall be given a copy of all evaluations and any detrimental materials prior to its being placed in the personnel file. An employee shall also have the right to submit a written answer to any materials placed in the file within thirty (30) days.

An employee shall have the right to examine his/her file in the presence of the Superintendent/designee or appropriate administrative personnel, during normal business hours of the office in which the file is kept and within a reasonable period of time of the request. Once a year, an employee may request copies of any materials in his/her personnel file without cost.

ARTICLE 24. EARNED PAID LEAVE

Under Maine's new Earned Paid Leave statute (26 M.R.S.A. §637), employees accrue one (1) hour of earned paid leave for each forty (40) hours actually worked, up to a maximum of forty (40) hours per year, and are permitted to use up to forty (40) hours of accrued earned paid leave time in any one year. Earned Paid Leave time is not additional leave over and above any paid leave time available to employees under this Agreement. Any paid leave time taken under this contract (sick, personal, vacation) shall concurrently be designated as earned paid leave time for purposes of §637 and deducted from the employee's earned paid leave accrual. To comply with §637, the first forty (40) hours of any paid leave under this contract (sick, personal, and/or vacation) in any contract year may be used in one (1)-hour increments, and an employee may use personal leave for any reason. Thereafter, the contractual terms for each type of leave shall control.

There will be no payout of unused earned time upon an employee's separation of employment but employees will be entitled to any other payouts that are permitted under the terms of this collective bargaining agreement.

ARTICLE 25. DURATION

This Agreement is effective as of July 1, 2021, and shall remain in full force and effect until June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2021.

For:

Sammy W White
Chairperson, Board of Directors,
Maine School Administrative District No. 44

DATE: 6/25/21

Colleen G Hale
President, A.F.S.C.M.E. (Local)

DATE: 6/23/21

Paul W. King
Chair, MSAD #44 Negotiations Team

DATE: 6/29/21

[Signature]
Staff Representative

DATE: 7/5/21

APPENDIX A – ADDITIONAL TIME ASSIGNMENTS

1. BUS DRIVERS. The Board will assign regularly scheduled runs to bus drivers in accordance with the best interest of the District. Regularly scheduled runs shall mean daily recurring bus runs which transport students to and from school and shall include the Morning and Afternoon runs and Added School Year Runs.
2. Bus Drivers who have completed their probationary period will be provided an opportunity to work extra-time and/or overtime on a voluntary basis for any of the following additional assignments:
 - a) A FILL-IN DRIVER FOR ADDED SCHOOL YEAR RUNS. Added School Year Runs are those regular and reoccurring runs such as Freshman Academy, Region 9, Late Run, Lunch Run, or any other regular and reoccurring run the District may establish during the school year. Drivers may supplement their work as a Fill-In driver when the regularly assigned driver is unavailable.
 - b) MISCELLANEOUS DRIVING ASSIGNMENTS. Miscellaneous driving assignments are those assignments that occur on a sporadic or as needed basis throughout the work week such as picking up a school bus from the dealership/repair garage, picking up parts, or other types of jobs that may occur for the benefit of the transportation department.
 - c) SPORTS/FIELD TRIPS. Sports and Field trips are those trips that transport students and are associated with stipend activities that occur outside the regular day or during school vacation during the school year. Sports/Field Trips shall include Field Trips, Athletic Trips, and Week-end Runs (other than those assigned on a negotiated flat-fee basis) and Vacation Runs (except runs occurring during summer vacation).
3. Each of the Extra Time lists above shall be posted at the bus garage. Employees shall confirm the list to be accurate at the workshop day/s. The List may be amended from time to time to incorporate new bus drivers who have successfully completed their probationary period or other qualified drivers who want to be added, or to remove drivers who wish to be taken off the list.
4. EXTRA TIME ASSIGNMENTS. Extra Time Assignments shall normally be assigned on a rotating basis to bus drivers on the List(s), provided the assignment does not interfere with the drivers regularly scheduled run, and/or create overtime. The Superintendent may determine that it is in the best interest of the District to waive the restriction against assigning extra-time assignments to a driver that would interfere with the driver's regular run or create overtime. In such instances,

such waiver shall be for all drivers, and its duration, shall be communicated, by posting, to all drivers in advance of any waivers being allowed and shall be uniformly applied. The Superintendent shall notify the unit chair when he determines the need to waive the restriction.

5. REFUSAL. A bus driver must accept an Extra Time Assignment within twenty-four hours of posting otherwise the assignment shall be deemed a refusal and the extra time assignment will be assigned to the next driver on the List in accordance with the provisions set forth in Subsection 4. Any driver, who refuses an Extra Time Assignment without a bone fide reason, will be charged with the extra time hours refused and will be ineligible for subsequent assignments until a full rotation on the List.
6. POSTING. Extra Time Assignments will normally be posted on a weekly basis. Additional assignments may be added.
7. SPARES. Spares may be used for Extra Time Assignments when regular bus drivers are unavailable due to the conditions set forth in Subsection 4.
8. DISPUTE AS TO ASSIGNMENT OF ADDITIONAL RUNS. The Board or its designee shall use its best faith efforts to assign extra time runs in accordance with Subsection 4. The parties recognize that the assignment of such runs requires a degree of judgment and discretion.
9. LOST EXTRA TIME. Any bus driver who is deprived of an extra time run in accordance with this provision shall be afforded the first reasonable opportunity to make up the lost extra time.
10. EMERGENCIES. Unscheduled or unanticipated additional runs may be assigned to regular bus drivers or spares without regard to Subsection 4. An unscheduled or unanticipated additional run shall mean an additional run, which the Transportation Director did not have twenty-four hours prior notice of its need.

APPENDIX B – SALARY SCALES

<u>7/1/21 - \$1 increase</u>	<u>0-mos./1</u>	<u>1 - 2 year</u>	<u>2-3 years</u>	<u>3-4 years</u>	<u>4-5 years</u>	<u>5+ years</u>	<u>10+ years</u>
<u>Custodians / Food Service</u>	\$15.95	\$16.12	\$16.37	\$16.65	\$17.01	\$17.54	\$17.94
<u>Maintenance/Bus Drivers</u>	\$16.37	\$16.55	\$16.82	\$17.10	\$17.46	\$18.08	\$18.47
<u>Bus Mechanic</u>	\$16.47	\$16.65	\$16.91	\$17.16	\$17.54	\$18.35	\$18.75

<u>7/1/21 - \$1 increase</u>	<u>6 mos./ 5 years</u>	<u>5-7 years</u>	<u>7-9 years</u>	<u>10+ years</u>
<u>Lead Custodians</u>	\$20.06	\$20.46	\$20.87	\$21.29
<u>Lead Mechanics</u>	\$20.06	\$20.46	\$20.87	\$21.29

<u>7/1/22 - .75 increase</u>	<u>0-mos./1</u>	<u>1 - 2 year</u>	<u>2-3 years</u>	<u>3-4 years</u>	<u>4-5 years</u>	<u>5+ years</u>	<u>10+ years</u>
<u>Custodians / Food Service</u>	\$16.70	\$16.87	\$17.12	\$17.40	\$17.76	\$18.29	\$18.69
<u>Maintenance/Bus Drivers</u>	\$17.12	\$17.30	\$17.57	\$17.85	\$18.21	\$18.83	\$19.22
<u>Bus Mechanic</u>	\$17.22	\$17.40	\$17.66	\$17.91	\$18.29	\$19.10	\$19.50

<u>7/1/22 - \$.75 increase</u>	<u>6 mos./ 5 years</u>	<u>5-7 years</u>	<u>7-9 years</u>	<u>10+ years</u>
<u>Lead Custodians</u>	\$20.81	\$21.21	\$21.62	\$22.04
<u>Lead Mechanics</u>	\$20.81	\$21.21	\$21.62	\$22.04

<u>7/1/2023</u>	<u>0-mos./1</u>	<u>1 - 2 year</u>	<u>2-3 years</u>	<u>3-4 years</u>	<u>4-5 years</u>	<u>5+ years</u>	<u>10+ years</u>
<u>Custodians / Food Service</u>	\$17.20	\$17.37	\$17.62	\$17.90	\$18.26	\$18.79	\$19.19
<u>Maintenance/Bus Drivers</u>	\$17.62	\$17.80	\$18.07	\$18.35	\$18.71	\$19.33	\$19.72
<u>Bus Mechanic</u>	\$17.72	\$17.90	\$18.16	\$18.41	\$18.79	\$19.60	\$20.00

<u>7/1/2023- .50</u>	<u>6 mos./ 5 years</u>	<u>5-7 years</u>	<u>7-9 years</u>	<u>10+ years</u>
<u>Lead Custodians</u>	\$21.31	\$21.71	\$22.12	\$22.54
<u>Lead Mechanics</u>	\$21.31	\$21.71	\$22.12	\$22.54

Shift differential: 2nd shift \$0.30 per hour; 3rd shift \$0.40 per hour.

Lead Custodian shall receive an annual stipend of \$500 in FY 15 for remote monitoring of buildings, to be adjusted in subsequent years in accordance with documented hours.

SIDE LETTER – KITCHEN MANAGER PAY RATE

The parties agree the current Kitchen Manager (Joann Crockett) will be paid at the rate of \$21.89 per hour beginning July 1, 2021, until her retirement date of October 31, 2021.