

**MAINE SCHOOL ADMINISTRATIVE DISTRICT
NUMBER 52
Greene, Leeds, and Turner, Maine**

Agreement Between the Board of School Directors for M.S.A.D. #52
and The Maine School Administrative District #52 Non-Teachers
Association, AFSCME Council #93 Local 2010, AFL-CIO

**Effective as of
July 1, 2021 and through June 30, 2024
(Amended 11/9/23)**

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PREAMBLE

This agreement between the Board of School Directors of the Maine School Administrative District No. 52, hereinafter referred to as "Board" or "Employer", and the Maine School Administrative District No.52 Non-Teachers Association, Council 93, Local 2010 - American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as "Union", has as its purpose the establishment of equitable and positive procedures for the resolution of differences and the promotion of mutual rights, and is intended to increase efficiency in the relationship of the parties.

DEFINITIONS

1. **Board of Directors** Whenever this term is used, it refers to the Board of School Directors of Maine School Administrative District Number 52 and any of its designated representatives, committees, or authorized agents, whether a member or a non-member.
2. **Union** Whenever this term is used, it refers to Maine School Administrative District Number 52 Non-Teachers Association, Council #93, Local 2010 AFSCME, AFL-CIO, and any of its designated agents or other representatives.
3. **Gender** Whenever the masculine *is* used, it will include the feminine, unless otherwise clearly indicated by the context.
4. **Principal or Supervisor** Whenever either of these terms is used, it will include supervisors of any work location, department or division, located and operating in District buildings and facilities, or on its grounds.
5. **School Shop or Facility** Whenever any of these terms is used, it will include any work location or functional division.
6. **Employee** Whenever this term is used, it shall refer to all public employees of the Board included within the bargaining unit of bus drivers, mechanics, custodians, and maintenance workers represented by the Union who are public employees as defined by Maine law.
7. **Employer** Whenever this term is used, it shall refer to the Board of School Directors, and any officers or agents acting on behalf of Maine School Administrative District Number 52.
8. **Superintendent** Whenever this term is used, it shall include the Superintendent of Schools of Maine School Administrative District Number 52, or any person designated by the Board of Directors or the Superintendent to act for him in any situation.
9. **Transfer** Whenever this term is used, it shall include requests by employees to change to a similar position within their same job classification as well as for other job classifications higher or lower paying.

ARTICLE 1
Recognition

The employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, benefits, and other working conditions for all employees in the bargaining unit composed of the following positions: Automotive Mechanic (Foreman), Automotive Mechanic, Assistant Mechanic, Bus Driver, Custodian, Maintenance Worker II and Maintenance Worker I, and 15-passenger bus drivers who hold the appropriate minibus license (CDL with a Passenger Endorsement) and who are assigned to work at least 20 hours per week on average for the entire school year. The Facilities/Transportation Director, Transportation Specialist and Transportation Supervisor are excluded as are temporary, seasonal, and on-call employees and the parties understand that substitute and spare drivers are not covered by this Agreement.

ARTICLE 2
Public Employee Status

Individual employees of Maine School Administrative District Number 52 shall as public employees govern themselves and practice the highest ideals of honor and integrity in public relations that will merit the respect and confidence of the public.

ARTICLE 3
Probationary Period

1. At the time of employment, an employee will serve a six working months probationary period during which time he or she will have no rights as a public employee, and no rights under this agreement. The Board and/or its designee will have the right to terminate employment within the probationary period without reason or prior notice.
2. After completion of the sixth working month period, an employee will be a public employee, as defined by law, and subject to the terms of this agreement.
3. The number of days a substitute employee has worked on a full time basis in the same capacity (both during the year of Board appointment and the school year prior to Board appointment) will be credited toward the six (6) month probationary period for the purpose of holiday pay, vacation leave, and authorized leaves only. Performance will be evaluated on a probationary basis for six (6) months after Board appointment.

ARTICLE 4
Dues Deductions

1. It shall be the responsibility of the Union to provide the employer with a sufficient supply of itemized sheets of all employees for deduction of dues. Dues shall be deducted in equal amounts over a period of twenty-six (26) payrolls (or bi-weekly during normal employment period for those working less than a full year).

2. The employer agrees to deduct Union membership dues and membership benefit deductions 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.
3. The Union shall indemnify and save the employer harmless against all claims and suits which may arise by reason of any action taken in taking deductions of said dues and membership benefits and remitting same to the Union pursuant to this Article.
4. Employees who wish to revoke their previous dues deduction election, may do so in writing during the thirty-day period prior to expiration of this agreement. Employees may not revoke their election at any other time or in any other manner.
5. The District agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving a 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 treasurer with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by remittance.

ARTICLE 5
Employment and Separation

1. Probationary employees are not considered public employees and may be dismissed at the will of the Board of School Directors, or by their delegated officials.
2. Other employees may be separated by the Board of Directors and/or its designee for just cause following due process procedure including notice of possible separation and an opportunity to tell the Superintendent why they should not be separated.
3. When an employee prefers, he or she will be permitted to resign prior to any other action unless the Superintendent determines it is not in the District's best interests.
4. Public employees may not be disciplined, suspended, or terminated without just cause.
5. Disability: For purposes of this Agreement, the Employee shall be deemed to be completely disabled if he/she is unable to carry on the duties of his/her employment hereunder for a period of six calendar months or where such inability appears to be of such a nature that it will continue for a period of six months The employee agrees to submit to medical examinations by a physician or physicians mutually acceptable

to the District and the Employee upon the District's request in the event of any dispute as to the existence of such a disability, and the decision of such physician or physicians on the existence of such a disability shall be final and binding on the parties hereto. During this six months period of time vacation leave, authorized leaves, holiday pay and-insurance will-continue from the District. The Employee shall receive at least a thirty (30) calendar day notice of the District's intention to terminate the employee.

ARTICLE 6
Transfers and Vacancies

1. When an employee wishes to transfer from one job to another, he must request the transfer in writing, to the Superintendent or his designated official, during the time when the position is vacant or there is a pending vacancy, so individuals wishing to transfer can be considered equally with other applicants. The Board agrees to post all vacancies covered by this contract for at least five (5) working days and to advertise the vacancies if the management deems the advertisement is necessary. Employees not working in the summer who sign up by the end of the school year at Central Office will be notified of vacancies by mail over the summer break. The agreement to post does not require multiple posting time periods of similar job classifications -- the initial posting will cover possible reassignments within the same job classification by seniority. Example: Assigning a bus driver to another open bus route position does not necessitate reposting of the bus route covered by that driver.
2. The procedure used in considering such transfer applications will be as follows:
 - a. The Superintendent and/or his/her designee will evaluate the qualifications of the individual desiring to transfer.
 - b. Consideration will be given to the length of the employee's satisfactory continuous service in the District.
 - c. No one of these criteria shall be considered controlling.

ARTICLE 7
Paid Holidays

1. The following holidays will be paid holidays for those employees who are employed for 52 weeks:

Independence Day	Christmas Day
Labor Day	New Year's Day
Indigenous Peoples' Day	Martin Luther King Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Patriots' Day
Friday following Thanksgiving	Memorial Day
	Juneteenth

2. The following holidays will be paid holidays for all school year employees:

- | | |
|-------------------------------|-----------------------------------|
| Labor Day | Christmas Day |
| Indigenous People's Day | New Year's Day |
| Veterans' Day | Martin Luther King Day |
| Thanksgiving Day | Presidents' Day |
| Friday following Thanksgiving | Patriot's Day |
| | Memorial Day |
| | Juneteenth (if part of work year) |

In order to be eligible for holiday pay, the Employee must work, or be on approved paid leave, on their last scheduled work day before the listed holiday and must work, or be on approved paid leave on their first scheduled day after the listed holiday. If a holiday falls on either a Saturday or Sunday, it may be observed on either the actual day or the preceding Friday or the following Monday as determined by the Board.

ARTICLE 8 **Vacation Leave**

1. Employees who are employed for a fifty-two-week year will be entitled to paid vacation time according to the following schedule based on their years of continuous employment as of July 1.
 - a. During the first six months of employment, employees will accrue one hour of vacation for forty hours of actual work up to a total of forty hours. Upon completion of the first 120 days of employment and until they have been employed for six months, a full-time employee may use up to forty hours of such vacation, provided they have not used any other paid leave and only if their supervisor/Superintendent has, in their sole discretion, pre-approved the absence.
 - b. After six months of continuous employment, part of which time shall include the probationary period, an employee will be entitled to six (6) working days' vacation.
 - c. After one (1) full year of continuous employment, an employee will be entitled to ten (10) working days' vacation.
 - d. After completing five (5) full years of continuous employment without a break for other than approved leave, recognized in this agreement, an employee will be entitled to fifteen (15) working days' vacation.
 - e. After completing nine (9) full years of continuous employment without a break for other than approved leave, recognized in this Agreement, an employee will be entitled to eighteen (18) working days' vacation.
 - f. After fourteen (14) years of continuous employment without a break for other than approved leave, recognized in this Agreement, an employee will be entitled to twenty two (22) working days' vacation.

- g. Vacations shall normally be taken during July and August, except by prior arrangement with the Superintendent or her designee, who may at her discretion approve the use of vacation at a different time. Use of leave will be scheduled to prevent undue hardship on the District as determined by the Superintendent/designee. The decision of the Superintendent/designee shall not be made in an arbitrary or capricious manner.
 - h. Employees may substitute accrued vacation pay for any unpaid leave up to the amount accrued at the time of the request.
2. Employees who work for less than a fifty-two-week year, that is, on a school year basis, will be entitled to vacation pay according to the following schedule:
- a. During the first six months of employment, employees will accrue one hour of vacation pay for forty hours of actual work up to a total of forty hours. Upon completion of the first 120 days of employment and until they have been employed for six months, a full-time employee may request up to forty hours of such vacation pay, provided they have not used any other paid leave and only if their supervisor/Superintendent has, in their sole discretion, pre-approved the absence.
 - b. After six months of continuous employment, part of which time shall include the probationary period, an employee will be entitled to six (6) days' vacation pay.
 - c. After one (1) full school year of continuous employment, an employee will be entitled to eight (8) days' vacation pay.
 - d. After completing five (5) full school years of continuous employment without a break for other than approved leaves, recognized in this agreement, an employee will be entitled to eleven (11) days' vacation pay.
 - e. After completing nine (9) full school years of continuous employment without a break for other than approved leaves, recognized in this Agreement, an employee will be entitled to fourteen (14) days' vacation pay.
 - f. After fourteen (14) years of continuous employment without a break for other than approved leaves, recognized in this Agreement, an employee will be entitled to seventeen (17) days' vacation pay.
 - g. Based on the number of days earned as of that period prorated on a monthly basis, the vacation pay specified above shall be paid to the employee as follows, provided that the employee has indicated such on their timesheet:
 - 1) with the last pay period of November,
 - 2) over breaks when school is not in session; or
 - 3) with the last pay period of the school year.
3. Any vacation used by or paid to an employee will satisfy any obligation of the Board to provide an equivalent amount of earned paid leave under 26 MRSA Sect. 637.

There will be no payout of unused vacation at any time, except as provided in this Collective Bargaining Agreement.

ARTICLE 9
Insurance Workers Compensation

1. The Board will provide coverage for all employees under provisions of the Worker's Compensation Act. This is compensation providing medical and other benefits for injuries received during that time the employee is working for Maine School Administrative District Number 52 during regular, weekly work hours, and during overtime hours assigned by the immediate supervisor of any employee. Injuries to individuals will be reported to the Superintendent of Schools, or his designated agent, within a 24-hour period following the accident. The Board shall request periodic confirmation from a physician to confirm that the employee cannot perform his duty, whenever doubt exists.
2. An employee may request, from accumulated sick leave, the difference between the amount of his regular pay and the amount received from Worker's Compensation. The charge against sick leave will be pro-rata and payments will cease when sick leave is exhausted. No double compensation will be paid, in any case.

Health Insurance

1. The Board of Directors agrees to pay the following percentages with respect to the cost of the plans provided by the Maine Education Association Insurance Benefit Trust, the so-called Standard Plan and its companion plan, the so-called Choice Plus Plan, for employees who work 30 hours or more per week for applicable coverage for which each employee is eligible as is determined by their dependent and marital status or an equivalent plan as mutually agreed upon by both parties. Those employees who belong to the same family unit will participate in the same one-family plan.

Full Family-	77% of Choice Plus (the employee may apply the same dollar amount that the Board pays for the Choice Plus Plan toward the purchase of the Standard Plan and pay the differences).
Two Adults-	77% of Choice Plus (the employee may apply the same dollar amount that the Board pays for the Choice Plus Plan toward the purchase of the Standard Plan and pay the differences).
Adult/Child(ren)-	77% of Choice Plus (the employee may apply the same dollar amount that the Board pays for the Choice Plus Plan toward the purchase of the Standard Plan and pay the differences).
Single-	85% of Choice Plus (the employee may apply the same dollar amount that the Board pays for the Choice Plus Plan toward the purchase of the Standard Plan and pay the differences).

For employees who work at least 20 hours per week up to and including 29 hours per week shall receive 55% of the cost of the Choice Plus Insurance premium for all Dependent Plans and 60% of the cost of a Single Plan (in each case, the same dollar

amounts may be applied to the cost of a Standard Plan). Employees who work less than 20 hours per week will not receive any compensation towards the district health plan.

2. The Board and the Union hereby agree to deduct non 52-week employee (Bus Driver) remaining employee share of health insurance premiums for each fiscal year, July 1 through June 30, in equal installments from the first payroll in September through the last payroll of June of each year in this agreement.

It is further understood that the rate increase effective July 1 each year for the months of July and August will be deducted from the employee's final payroll in June of the current year.

If an employee terminates employment prior to September 1, any balance deducted over the amount due for the current period will be refunded and any amount due the District will be deducted from the employee's final check.

All employees who elect or decline this option must do so by notifying payroll in writing before the first payroll in September of each year of this contract. Any new hire will be offered this option. Employees who have signed the election form may not change their election until the current contract expires.

3. If a member of this group elects not to participate in the District's health insurance program by notifying the Business Office in writing on the appropriate form prior to the anniversary date of the Collective Bargaining Agreement, and documents that he/she is otherwise covered by another employer's ACA-compliant health insurance plan, the individual shall receive an amount of \$1,100 in equal biweekly payments pursuant to the Section 125 Plan to be adopted. This amount may be taken in cash, or in other benefits as provided under the Section 125 plan, but not in both the cash benefit and other insurance.

If a member of this group elects to not participate in the District's health insurance program by notifying the Business Office in writing on the appropriate form after the anniversary date, and documents that he/she is otherwise covered by another employer's ACA-compliant health insurance plan, the individual shall receive a prorated amount based on the first day of the month following the date of election not to participate, payable in equal biweekly payments pursuant to the Section 125 Plan. Any cash payment under this provision will be taxable income. If this option is elected, it will be irrevocable during the contract year except when the employee experiences a qualifying event as defined in IRS guidelines.

ARTICLE 10 **Authorized Leaves**

1. Sick leave will be provided only for bona fide personal illnesses, personal emergency or sudden necessity according to the following:
 - a. Fifty-two week workers are entitled to fifteen (15) days each year, with accumulation to one hundred sixty-five (165) days.

- b. Seasonal school-year workers are entitled to twelve (12) days each year, with accumulation to one hundred thirty-two (132) days.
- c. During the first six months of employment, employees will accrue one hour of paid leave for forty hours of actual work up to a total of forty hours. Upon completion of the first 120 days of employment and until they have been employed for six months, a full-time employee may use up to forty hours of such paid leave, provided they have not used any other paid leave or vacation and only if their supervisor/Superintendent has, in their sole discretion, pre-approved the absence.

For all first year employees the available sick time will be prorated based on the number of weeks worked by the employee. The six months probationary period will be counted in the weeks worked to determine the total accumulated sick leave available. An emergency or sudden necessity means the need for the leave was unscheduled, beyond the employee's control, not reasonable foreseeable, and prevented the employee from working as scheduled (recreational activities are not emergencies or sudden necessities). Notice of the need for leave for a personal emergency or sudden necessity (excluding sick leave) shall be provided as soon as feasible under the circumstances and the employee may be required to provide documentation of the need for leave.

- 2. Employees shall be entitled to two (2) days leave per year for personal business with the second day deducted from the employee's personal sick leave and with no accumulation. The parties agree that the personal business day is not intended for personal business that could be scheduled at times when school is not in session. Personal days may be used by bus drivers on a per run or full day basis. All other employees covered by this agreement may use personal days in one-half (1/2) or full day increments. Personal days will be authorized at the Superintendent's discretion. Request shall be made in writing to the Superintendent of Schools at least two (2) days in advance whenever practicable. The applicant for such does not have to state the reason for taking the first day of such leave except in cases when the day precedes or follows a vacation, holiday, or long weekend (three or more days). The applicant for such leave does need to provide a reason for the second day if it precedes or follows a vacation, holiday or regular weekend. If the two days are requested on consecutive school days, a reason will be required for both days. Except in cases of emergency or with the approval of the Superintendent for other reasonable purposes, this leave shall not be taken to extend vacations, holidays, or weekends.

Note – Personal days are not intended to be used for recreational purposes.

- 3. Employees shall be entitled to bereavement leave as follows:
 - a. Up to five (5) days, at any one time, in the event of the death of a spouse, child, child in legal custody, stepchildren, parent, step-parent, sister, stepsister, brother, stepbrother, grandchild, father-in-law, mother-in-law, or employee's significant other living in the same household with the employee.

- b. Up to two (2) days at any one time in the event of the death of a brother-in-law, a sister-in-law, a son-in-law, a daughter-in-law or a grandparent.
 - c. Up to one (1) day at any one time in the event of the death of an aunt, uncle, niece, or nephew.
 - d. It is understood that such bereavement leave is granted for the sole purpose of allowing non-teaching personnel time off to attend the services held for the decedent or to manage the details relating to the service, burial, and estate of said decedent.
4. Up to seven (7) days leave for illness or injury of spouse, child, significant other, parent, mother-in-law, or father-in-law, chargeable against sick leave. These days are intended as the maximum number allowed in any one year. If the Superintendent or his designee feels the privilege is being abused, he shall require proof of illness or serious emergency.
5. In all the above instances, requests shall be made to the Superintendent or his designee as soon as practicable.
6. When sick leave use exceeds three (3) consecutive days, school officials may request a physician's certificate, verifying the reason for sick leave. All information acquired will be confidential and used only for determining the valid use of sick leave. School officials may request a physician's certificate for sick leave at any time if the Employer can demonstrate a pattern of use or an abuse of sick leave by the employee.
7. Any paid leave used by an employee will satisfy any obligation of the Board to provide an equivalent amount of earned paid leave under 26 MRSA Sect. 637. There will be no payout of unused earned paid leave at any time, except as provided in this Collective Bargaining Agreement

Sick Leave Pool

A sick leave pool shall be established for the benefit of the employees under this contract who suffer extended illness or disability.

- a. As of the start of each contract year, each employee under this contract may irrevocably donate one (1) sick leave day to the pool. Each contributing employee shall be a member of the pool and eligible to withdraw days as provided in this Article.
- b. Enrollment in the pool shall be voluntary.
- c. Additions to the pool must be made by September 30 of each school year.
- d. No member shall be granted sick leave pool days until his/her own sick leave is depleted.

- e. Members withdrawing sick days from the pool will not be required to replace the days withdrawn, except as a regular contributing member of the pool.
- f. At the close of the school year in June, all unused sick leave will remain in the bank until the following September, at which time they will be added to the new bank for the ensuing year, but such accumulations shall at no time exceed 120 days. The District will notify the Union when the bank has reached 120 days.
- g. Would be recipients of the sick leave pool shall submit a doctor's statement in evidence of extended illness or disability.
- h. An employee under this contract must apply in writing to be credited with days from the bank and must deliver his/her written request to the Superintendent and to the President of the Union within ten (10) school days after he returns to work or, if an employee does not return before the last school day of the year, within ten (10) business days after the end of the school year. The Superintendent and the President of the Union shall jointly name the recipients of days from the pool not to exceed twenty (20) school days per recipient. In the event that the Superintendent and President of the Union are unable to agree, the question of who shall receive days from the pool shall be referred to the Board for a decision.
- i. When sick leave use exceeds five (5) consecutive days, school officials can request a physician's certificate, verifying the reason for sick leave use, and can conduct other investigation to determine validity of the leave without suffering prejudice. All information acquired will be confidential and used only for determining the valid use of sick leave.

Family Medical Leave Act

To the extent employees of MSAD #52 are eligible for family and medical leave under the Federal and Medical Leave Act (29 U.S.C. 2601 et seq.) and the Maine Family Medical Leave Requirements Statute (26 MRSA par. 843 et seq.), such leave will be granted. Employees will be required to notify the superintendent at least 30 days prior to the date leave is to begin to the extent practicable.

Nothing in the family and medical leave policy is intended to reduce an employee's rights to leave contained in any existing collective bargaining agreements. To the extent any employee is entitled to paid leave for any portion of a family or medical leave of absence, the balance of any statutorily required family or medical leave shall be unpaid leave.

Jury Duty Leave

Employees who are summoned to serve on a jury panel will be granted a leave of absence. The employee will receive from the District the difference between his/her regular day's pay and his/her jury pay. Employees released early from jury duty will return to work when the release allows the return with three or more hours of scheduled work remaining.

Subpoena

Employees who are subpoenaed during normal working hours as witnesses for the District in any legal proceedings will be granted a leave of absence with pay for the period of such service.

ARTICLE 11 Grievance and Arbitration Procedure

Should the Union, or one of its members, feel aggrieved concerning a claimed violation, including the application, meaning or interpretation of a specific provision or provisions of this Agreement, (a "grievance"), the aggrieved may seek adjustment of the grievance as follows:

Informal

When a grievance arises, the employee shall first discuss the matter with the immediate supervisor within (10) working days of the occurrence. The employee shall have the right to be represented by the Union in any meeting at the informal level. The supervisor shall recommend a disposition of the grievance within ten (10) working days of any meeting held pursuant to this section.

Formal

Step I - When the alleged grievance is not settled at Informal level to the satisfaction of the employee, the Union Steward, with or without the employee, may present a signed, formal, written grievance to his immediate supervisor within ten (10) working days of the supervisor's decision at Informal level. Working days shall mean Monday through Friday, exclusive of holidays. Every attempt shall be made to adhere to the time limits during the summer recess. The employee shall do this in writing with, a) the specific provision of this agreement alleged to have been violated, and b) a specific outline of the alleged violation. The supervisor shall attempt to adjust the matter and shall respond to the steward within (10) ten working days.

Step II - If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Union grievance committee to the Superintendent of Schools within (10) ten working days after the supervisor's response is due. The Superintendent will schedule a hearing within ten (10) working days of receipt of the written grievance, and will respond in writing to the Union Steward or grievance committee with his disposition of the grievance within ten (10) working days following the hearing.

Step III - If the grievance still remains unsettled, it may be presented by the Union Steward, Union representative or grievance committee to the Board in writing within (10) ten working days after the response of the Superintendent of Schools is due. The Board shall respond in writing to the Union Steward, representative or grievance committee within ten (10) working days after hearing by the Board which shall if practicable be scheduled at the next regular Board meeting after notice is received.

Step IV - Arbitration

If the Union is not satisfied with the resolution at Step III, it may appeal the decision to arbitration within ten (10) working days after receiving the decision of the Board, or, if no decision is reached within the prescribed time, with a copy of the written notice to the Superintendent as Secretary of the Board. The Board and the Union shall attempt to mutually select an arbitrator within the 10 working days after the notice has been given. If the parties fail to select an arbitrator, either party may request the services of the Maine Board of Arbitration and Conciliation, or the American Arbitration Association. The Arbitrator may review the record of prior hearings. The Arbitrator shall be requested to render a decision in writing to the Board and the Union within thirty (30) days following the hearing (unless mutually extended by both Parties). The Arbitrator shall have no power to add to, subtract from, or modify the provisions of the Agreement, and shall confine any decision to the meaning of the specific written contract provision(s) which gave rise to the dispute. The decision of the Arbitrator shall be binding on the Parties, subject to the right of appeal to the Courts as provided by the Uniform Arbitration Act.

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

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

ARTICLE 12 **Management Rights**

The Board reserves all management rights and prerogatives and the right to manage its schools and related services as it from time to time determines best, and to manage and direct all employees, and to establish rules, regulations, and policies subject only to the specific written provisions of this agreement.

ARTICLE 13 **Union Rights**

1. The Board shall furnish bulletin boards to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards in designated areas as determined by the Superintendent and/or the Principal of the school, within reason, one in the garage and one in each of the six schools. A copy of all notices posted shall be sent to the Superintendent of Schools. The Union shall be allowed to use school email services to transmit notices to bargaining unit members. The Union shall be allowed reasonable use of school facilities and equipment for meetings.
2. The Employer agrees that the accredited representatives of the Union shall have access

to the premises of the Employer at any time during non-working hours to conduct Union business upon notification to an appropriate administrator of their presence on school property. During working hours, on the employer's premises, and without loss of pay, Union representatives shall be allowed to transact necessary Union business and investigate grievances as long as it does not interfere with an employee's regular duties.

ARTICLE 14
Miscellaneous

1. Employees have the responsibility, along with the Board of Directors and its agents, to promote the best interests of the School District in its function to provide the best educational opportunity for youth of the three component towns. To this end, employees will perform their duties to the best of their ability, practice acceptable and positive human relations, abide by all laws and policy, understand and support the terms of this agreement, and maintain the highest ethical standards when dealing with fellow employees and management officials.
2. In like manner, the Board of Directors and its agents will strive to achieve the same standards of performance.
3. The Board-of Directors agrees to provide a written statement for each public employee, at the beginning of his work year, indicating sick leave accumulated to his credit.
4. Time sheets for employees, full year or school year, shall be completed and signed by the employee and reviewed and approved by the Supervisor.
5. The District's direct payroll deposit plan will be mandatory for all new employees hired after July 1, 2015. Each employee must complete a Direct Deposit Employee Authorization and submit it to the Payroll Clerk in the District Central Office.
6. Although the District will not offer a retirement plan, sponsored in any part or way by the District, it does participate in Social Security shared sponsorship and will use its offices to assist those employees wishing to avail themselves of the existing tax sheltered annuity plans for those employees eligible and wishing to participate.
7. Employees may request reimbursement for any course(s) at any accredited learning institution, which may be approved at the discretion of the Board of School Directors and when that Board considers it necessary for the welfare of the School District.
8. The Union may use school facilities and equipment for meetings with the discretionary permission of the Superintendent of Schools or his designee.
9. Employees may attend up to three (3) conferences per school year (maximum total of three days) with registration to be paid by the District. Employees will be compensated as follows: at employee's hourly rate of pay up to eight (8) hours for each day of attendance if it is not a paid work day. Prior approval of the Superintendent is necessary, and at the Superintendent's discretion.

10. When an employee retires he/she will receive a retirement benefit of three (3) days of pay for every year worked beyond a minimum of twenty (20) years subject to the following conditions:
 - a. The employee must have notified the Superintendent in writing by April 15th of his/her retirement which will be effective July 1st, or after, in the next contract.
 - b. The employee must have a minimum of twenty (20) years of service in the District.
 - c. The employee must have a minimum of sixty (60) days of accumulated sick leave.
 - d. The maximum number of days to be paid in this benefit is sixty (60) days.
 - e. The per diem amount will be determined by the employee's work day based on the number of hours currently approved by the Board.
 - f. The payment will be made to the retiring employees at the time of retirement provided the employee is immediately eligible for, and immediately upon retirement receives, retirement benefits under Social Security.

11. Any written reprimand or adverse material placed in an employee's file will be furnished to employee.

ARTICLE 15
Hours of Work

1.
 - a. Each employee, except bus drivers, shall be assigned to a regular work shift. Said work shift shall have a regular starting and ending time as determined by management.
 - b. Required work performed on Saturday when regularly scheduled school is in session with students shall be paid at the rate of time and one-half (1 1/2).
 - c. All work performed on Sunday by full-time employees shall be paid at the rate of time and one-half (1 1/2).
 - d. Employees will be paid at the rate of time and one half (1 1/2) for work performed on holidays.

2. Guidelines for Bus Driver Time Reporting

1. Regular Bus Route
Time reporting of regular bus routes will be as follows:

<u>Run</u>	<u>Time to Report*</u>
A.M. Secondary	2 Hours
A.M. Elementary	2 Hours
Combined AM El/Sec Run	3 Hours
Midday Runs**	2 Hours
P.M. Secondary	2 Hours

P.M. Elementary	2 Hours
Combined PM El/Sec Run	3 Hours

*Beyond actual driving time, these hours include pre-trip inspection, fueling bus, sweeping/cleaning/washing bus, and other duties as may be assigned by the Transportation Director.

**Midday run is defined as an established run of transporting student(s) on a regular basis that is not done immediately before or after an am/pm bus run or is not defined as an extra bus trip.

There will be additional pay for cleaning/waxing buses prior to the beginning of the school year. This cleaning should be done between August 15th and the first day of the new school year. The hours to be paid are listed below:

<u>Bus</u>	<u>Hours</u>
77 Passenger	7 Hours
72 Passenger	7 Hours
48 Passenger	4 Hours

Those drivers wishing to clean and wax their own bus shall notify the Transportation Director prior to June 1 of each year. The position of cleaning and waxing all other buses will be posted as a whole and paid based on the above rates.

Any time worked outside of the regular daily bus routes with the exception of extra bus trips defined in #2 below will be paid on an hourly basis.

3. Extra Bus Trips

Extra bus trips are defined as trips with a group of students attending an event including but not limited to field trips, and athletic/co-curricular events/competitions. Drivers interested in taking extra bus trips will be given the opportunity to sign up at the beginning of the school year. This list will continue through the summer and will start new at the beginning of each new school year. A copy of this list will be posted at the bus garage. All trips will be assigned by cycling through the names on the posted list once except that only during the first 2 weeks of each school year regular drivers with regular bus runs may or may not be assigned extra bus trips that interfere with their regular bus runs. If no regular driver is available, substitute drivers or other appropriate sources may be used.

Time reported for these trips will begin when the driver starts the bus for pre-trip inspection no more than 15 minutes prior to leaving for the trip either from home or from the bus garage to allow for arrival at the appropriate pick-up location 15 minutes prior to scheduled departure; and trip time ends when the driver drops off students at school, cleans bus, fuels up if necessary, and returns directly home or to the bus garage. For trips beginning immediately after a regular bus run, trip time will

begin after the three hour regular bus run time ends. There will be no overlapping of time.

Additional time needed for extra cleaning of the bus after a trip will require prior approval from the Transportation Director.

4. Summer Employment. Non-probationary Bus Drivers will be considered first for any short-term vacancies that occur during the summer due to temporary openings in the custodial or maintenance classification, provided that, in the judgment of management, the Bus Driver is able to perform the duties of the temporary position. This decision shall not be arbitrary or capricious. Rate of pay for these positions shall be determined by management.

Shop Time

Shop time will be paid only when it occurs within normal off-time periods. Whenever shop time is paid, the driver will be expected to clean his/her bus, spare buses, or perform other appropriate tasks while the employee's bus is being serviced.

Meal Periods

All regular shift (8 hours) employees shall be granted a lunch period without pay. The lunch period of one-half hour duration shall be scheduled in the middle of each shift and shall be uninterrupted whenever feasible.

Overtime

- a. It is recognized that various categories of employees within the District may have work days of more than or less than eight (8) hours. Whenever the term "day" is used in the agreement, it shall apply to the work day of each employee regardless of the total hours normally worked.
- b. All work in excess of forty (40) hours in any one (1) week shall be paid at the rate of time and one-half.
- c. Employees who are called from home to work in emergency situations when not otherwise scheduled to work will be compensated for at least two (2) hours time if called in between 6 PM and 6 A.M. (or between 6 PM. Friday through 6 A.M. Monday). This provision does not apply to employees whose regular work hours fall within the foregoing time periods.

Work Rules

When existing work guidelines are changed or new work guidelines established, they shall be posted prominently on the transportation garage bulletin board and in school locations for a period of five (5) consecutive days before becoming effective.

ARTICLE 16
Strikes and Lock-Outs

No lock-out of employees shall be instituted by the employer during the term of this Agreement. No strikes, slow-downs, job actions or work stoppages of any kind shall be caused or sanctioned by the Union or participated in by any employee during the term of this Agreement.

ARTICLE 17
Seniority

1. Seniority means an employee's length of continuous service in his/her job classification since last date of hire.
2. An employee's continuous service shall be broken by voluntary resignation, retirement, and discharge.
3. The employer will annually, by November 1st, furnish to the Union a copy of the seniority list by classification. That list will be considered correct for the year if not challenged by the Union within thirty (30) days after receipt.

ARTICLE 18
Lay Offs

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off by classification in the inverse order of their seniority so that the senior employee having the ability to do the required work shall be retained. Whenever possible, employees will be notified of layoffs before the end of the school year, and in any event, employees will be given 30 days written notice prior to a lay off.

Recalls

Employees shall be recalled (by classification) in accordance with their seniority within fifteen (15) months of their layoff, and have five (5) days in which to respond.

ARTICLE 19
Wages

1. Employees shall be paid according to the following schedule:

Three-year summary for AFSCME							
		After	After	After	After	After	After
July 1, 2021 - June 30, 2022	Longevity	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
2%	None	\$0.10	\$0.25	\$0.40	\$0.55	\$0.70	\$0.85
Automotive Foreman	\$23.19	\$23.29	\$23.44	\$23.59	\$23.74	\$23.89	\$24.04
Automotive Mechanic	\$21.22	\$21.32	\$21.47	\$21.62	\$21.77	\$21.92	\$22.07
Assistant Mechanic	\$19.67	\$19.77	\$19.92	\$20.07	\$20.22	\$20.37	\$20.52
Bus Driver	\$20.04	\$20.14	\$20.29	\$20.44	\$20.59	\$20.74	\$20.89
Custodian	\$18.97	\$19.07	\$19.22	\$19.37	\$19.52	\$19.67	\$19.82
Maint Wkr II	\$20.97	\$21.07	\$21.22	\$21.37	\$21.52	\$21.67	\$21.82
Maint Wkr I	\$18.97	\$19.07	\$19.22	\$19.37	\$19.52	\$19.67	\$19.82
Minibus Driver	\$17.00	\$17.10	\$17.25	\$17.40	\$17.55	\$17.70	\$17.85
		After	After	After	After	After	After
July 1, 2022 - June 30, 2023	Longevity	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
2.25%	None	\$0.10	\$0.25	\$0.40	\$0.55	\$0.70	\$0.85
Automotive Foreman	\$23.72	\$23.82	\$23.97	\$24.12	\$24.27	\$24.42	\$24.57
Automotive Mechanic	\$21.70	\$21.80	\$21.95	\$22.10	\$22.25	\$22.40	\$22.55
Assistant Mechanic	\$20.11	\$20.21	\$20.36	\$20.51	\$20.66	\$20.81	\$20.96
Bus Driver	\$20.49	\$20.59	\$20.74	\$20.89	\$21.04	\$21.19	\$21.34
Custodian	\$19.40	\$19.50	\$19.65	\$19.80	\$19.95	\$20.10	\$20.25
Maint Wkr II	\$21.44	\$21.54	\$21.69	\$21.84	\$21.99	\$22.14	\$22.29
Maint Wkr I	\$19.40	\$19.50	\$19.65	\$19.80	\$19.95	\$20.10	\$20.25
Minibus Driver	\$17.38	\$17.48	\$17.63	\$17.78	\$17.93	\$18.08	\$18.23
		After	After	After	After	After	After
July 1, 2023 – Nov. 30, 2023	Longevity	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
2.50%	None	\$0.10	\$0.25	\$0.40	\$0.55	\$0.70	\$0.85
Automotive Foreman	\$24.31	\$24.41	\$24.56	\$24.71	\$24.86	\$25.01	\$25.16
Automotive Mechanic	\$22.24	\$22.34	\$22.49	\$22.64	\$22.79	\$22.94	\$23.09
Assistant Mechanic	\$20.61	\$20.71	\$20.86	\$21.01	\$21.16	\$21.31	\$21.46
Bus Driver	\$21.00	\$21.10	\$21.25	\$21.40	\$21.55	\$21.70	\$21.85
Custodian	\$19.88	\$19.98	\$20.13	\$20.28	\$20.43	\$20.58	\$20.73
Maint Wkr II	\$21.98	\$22.08	\$22.23	\$22.38	\$22.53	\$22.68	\$22.83
Maint Wkr I	\$19.88	\$19.98	\$20.13	\$20.28	\$20.43	\$20.58	\$20.73
Minibus Driver	\$17.81	\$17.91	\$18.06	\$18.21	\$18.36	\$18.51	\$18.66
		After	After	After	After	After	After
Dec. 1, 2023-June 30, 2024	Longevity	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
Automotive Foreman	\$24.31	\$24.41	\$24.56	\$24.71	\$24.86	\$25.01	\$25.16
Automotive Mechanic	\$22.24	\$22.34	\$22.49	\$22.64	\$22.79	\$22.94	\$23.09
Assistant Mechanic	\$20.61	\$20.71	\$20.86	\$21.01	\$21.16	\$21.31	\$21.46
Bus Driver	\$23.00	\$23.10	\$23.25	\$23.40	\$23.55	\$23.70	\$23.85
Custodian	\$19.88	\$19.98	\$20.13	\$20.28	\$20.43	\$20.58	\$20.73
Maint Wkr II	\$21.98	\$22.08	\$22.23	\$22.38	\$22.53	\$22.68	\$22.83
Maint Wkr I	\$19.88	\$19.98	\$20.13	\$20.28	\$20.43	\$20.58	\$20.73
Minibus Driver	\$19.81	\$19.91	\$20.06	\$20.21	\$20.36	\$20.51	\$20.66

2. If an employee covered by this agreement is assigned to work during his entire regular workday in a higher classification, he shall be paid at the rate of pay established for that higher classification. If an employee is assigned to a lower paying classification during his regular workday, he shall be paid at his regular classification rate.
3. Early Dismissal: When school is dismissed due to an unscheduled early closing, employees will be paid any lost wages if not allowed to complete their normal workday.

ARTICLE 20
Investigation, Discipline, and Discharge

The Board may discipline, suspend with or without pay, and/or discharge an employee who has completed the probationary period only for just cause. Progressive disciplinary action shall ordinarily occur in the following order unless the severity of the employee's misconduct warrants otherwise: oral reprimand (documented in writing), written reprimand, suspension without pay, or discharge.

If the employer has reason to reprimand an employee, it shall not be done in the presence of other employees or the public.

1. Should it become necessary to conduct an investigation into any alleged misconduct against an employee concerning any matter which could adversely affect the continuation of that employee in his/her position, salary, or increments pertaining thereto, or any matter which could lead to disciplinary action, the employee shall be advised an investigation is being conducted. The employee shall also be told the nature of the investigation as specifically as possible without jeopardizing the investigation. Before the employee being investigated is questioned as part of that investigation, the employee shall be given prior notice that an investigatory meeting will be taking place. The employee will be entitled to have a representative from the Union, or their personal attorney, present during such an investigatory meeting. Other employees questioned are not entitled to the same information as the employee under investigation. A request for a reasonable continuance shall be granted if a representative is not available provided the investigation is not delayed more than forty-eight hours after the request. The investigation will be conducted by the Superintendent or his/her designee, provided, however, the designee may not be a member of the Board. Administrative suspension, when necessary to conduct an investigation shall be with pay.
2. At the conclusion of the investigation, the employee will be informed of the results of such investigation in writing. If the results of the investigation show the allegations are unfounded, such will be noted in the investigation record. If the results of the

investigation show the allegations are proven, the employee shall be so advised in writing and provided a copy of findings of fact, reasoning, and conclusions.

ARTICLE 21
Personnel Files

The Board shall maintain one (1) personnel file for each employee in accordance with 20-A MRSA § 6101 and 6102. The file shall be kept under conditions that ensure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the employee, written evaluations and other appropriate material relating to the employee's employment.

1. An employee shall be given a copy of all evaluations and any detrimental material prior to its being placed in the file. The employee will be required to sign the document to acknowledge they have received the document. An employee shall also have the right to submit a written answer to any materials placed in the file within fifteen (15) calendar days. Anonymous or unattributed material shall not be placed in the file.
2. An employee shall have the right to examine his/her file in the presence of the Superintendent, his/her designee, or appropriate administrative personnel, during the normal business hours of the office in which the file is kept and within twenty-four (24) hours of the request. Upon request, an employee may obtain copies of any material in the personnel without cost.

ARTICLE 22
Evaluations

Each employee shall receive a written evaluation on a yearly basis by the Director of Transportation/Facilities or his/her designee. The purpose of said evaluation is to support and improve employee skills. A written copy of said evaluation shall be given to the employee and after a conference regarding the evaluation, a copy, signed by the employee and supervisor, shall be placed in the employee's personnel file. An employee's signature does not necessarily indicate agreement with said evaluation. Employee shall be able to respond in writing within fifteen (15) calendar days to any and all areas of the evaluation and have such response attached to the evaluation in the personnel file. Evaluations shall cover such things as job performance, reliability, collegiality, and work practice.

ARTICLE 23
Savings Clause

If any provision of this contract shall be contrary to any law, such invalidity shall not

affect the validity of the remaining provisions.

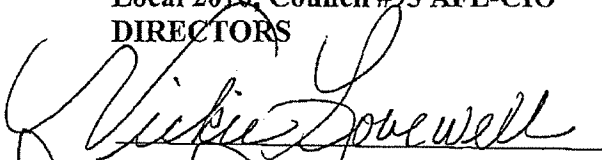
ARTICLE 24

Duration

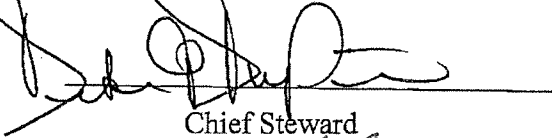
1. This agreement will remain in effect from July 1, 2021 to June 30, 2024. Wage increases will be paid retroactively to July 1, 2021 to employees who are employed as of the ratification date. Negotiations on any matter during the term of this agreement shall not be required on any subject except by mutual agreement of both parties.
2. Bargaining for a new agreement to succeed this one will not begin prior to January 1, 2024.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.


**Local 2010, Council #93 AFL-CIO
DIRECTORS**



President



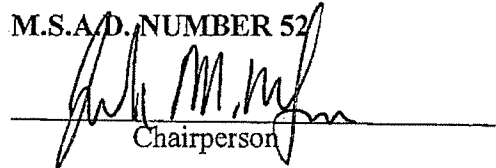
Chief Steward



Staff Representative AFSCME Council #93

BOARD OF SCHOOL

M.S.A.D. NUMBER 52



Chairperson

11/9/23

Date

11.13.23

Date