

AGREEMENT

between

Easton School Department (Employer)

and

Local 2177, Council No. 93

American Federation of State, County and Municipal Employees,

AFL-CIO (Union)

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all Bus Driver/Janitors, Educational Technicians, Librarians, Administrative Assistants, Cafeteria Workers, and Cafeteria Managers who are employed by the Employer in full time positions that are not temporary, seasonal or on-call. This recognition does not prohibit the Employer's use of outside providers for certain services.

ARTICLE 2 MANAGEMENT'S RIGHTS

Except as expressly provided otherwise by this agreement, the determination and administration of school policy, and the operation of the schools, and the direction of the employees, are vested exclusively in the Board of Directors of Easton Schools, the Board retains all rights and powers that it has or may hereafter be granted by law and may exercise the same at its discretion without any exercise being made the subject of a grievance or unfair labor practice charge. The exercise of any right or power of the Board shall not become the subject of a grievance because such right or power is alleged to have been exercised inconsistently or in violation of past practice or past or present policy. The Employer reserves the right to utilize spares and temporary workers as necessary and to otherwise ensure that all work is performed if staff are not able to do so.

ARTICLE 3 MAINTENANCE OF MEMBERSHIP AND CHECKOFF

The Employer agrees to deduct the Union membership dues and benefit premiums as secretarial time permits from the pay of Union members each payroll period as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the names of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all Union members shall be remitted together with an itemized statement on forms provided by the Union to the Treasurer by the 15th of the month after such deductions are made. The Union agrees to indemnify, defend, and hold the Employer harmless against all claims and suits of any nature which may arise by reason of said dues deduction and transmission of the same to the Union.

ARTICLE 4 HOURS OF WORK AND WORK YEAR

Scheduled Hours

Bus Driver/Janitors

Day Shift

The regularly scheduled work week during the school year shall be forty-seven and one half (47.5) hours on Monday through Friday (i.e., nine hours per day, plus thirty minutes unpaid lunch).

The regularly scheduled work week during the summer and other non-student days shall be forty (40) hours on Monday through Friday (i.e., eight hours per day, with a one half-hour unpaid lunch break included).

Night Shift

The regularly scheduled work week during the entire year shall be forty (40) hours on Monday through Friday (i.e., eight hours per day, with a one half-hour unpaid lunch break included). The shift will usually be 12:00 p.m. to 8:30pm.

Educational Technicians, Librarians, Cafeteria Workers, and Cafeteria Managers

The regularly scheduled work week shall be thirty-seven and one-half hours (37.5) hours on Monday through Friday when school is in session (i.e., 7.5 hours per day, with a one half-hour unpaid lunch break included).

Administrative Assistant

For weeks when school is in session, the regularly scheduled work week shall be forty-two and one-half hours (42.5) hours on Monday through Friday (i.e., 8.5 hours per day, with a one half-hour paid lunch break included).

For weeks when students are on break, the regularly scheduled work week shall be forty hours (40) hours on Monday through Friday (i.e., 8 hours per day, with a one half-hour paid lunch break included).

All sick, personal, vacation, holiday, and any other leave for all full-time employees shall be paid at eight (8) hours per day and will be prorated for employees who are scheduled to work less than eight (8) hours per day.

Determination of Work Hours, Days and Year

Easton Schools reserves the right to schedule hours and/or days greater or less than the regular schedule and to adjust the start and end times of any shift. In the event of a proposed reduction in the scheduled work day or scheduled work week the Union will be notified ten (10) days before the proposed change is to go into effect. Educational Technicians/Library-Media Assistants' employment and hours depend upon the continuation of the Title 1 program and level of funding. The Employer reserves the right to adjust the work year with the understanding that the regular work year shall be as follows:

- Bus Driver/Janitors and Administrative Assistants – 52 weeks (September through August)
- Educational Technicians, Librarians, Cafeteria Workers, and Cafeteria Managers – the school year (not to exceed 180 days)

Early Release/Cancellations

Bus driver/Janitors

If school is dismissed early due to bad weather, year-round Bus driver/Janitors shall be released after completing their bus run without loss of pay, provided that they have completed their janitorial duties to prepare the building for the next school day. On days when school is canceled, year round Bus drivers/Janitors shall work their entire shift or may request to use accrued sick time.

Cafeteria Workers, and Cafeteria Managers

Staff who report to work after school is canceled will receive a minimum of two (2) hours pay; they will receive a full day of pay only if school is canceled and they have worked at least five (5) hours that day. On staff development days when attendance of Food Service employees is required, they will receive a full day of pay. On scheduled early release days (staff development, parent/teacher conferences, etc.) when Food Service employee attendance is not required after student dismissal, employee will receive pay only for hours actually worked or they may use half of a sick day to be paid for a full shift. Determination of need of Food Service staff attendance is at the discretion of the Food Services Manager.

Administrative Assistants

Staff who report to work after school is canceled will receive a minimum of two (2) hours pay; they will receive a full day of pay only if school is canceled and they have worked at least five (5) hours that day.

Educational Technicians, Librarians

Staff who report to work after school is canceled will receive a minimum of two (2) hours pay; they will receive a full day of pay only if school is canceled and they have worked at least five (5) hours that day. On staff development days when attendance of Ed. Techs/Library-Media Assistants is required, they will receive a full 7.5 hours of pay. On scheduled early release days (staff development, parent/teacher conferences, etc.) when Ed. Techs/Library-Media Assistants attendance is not required after student dismissal, they will receive pay only for hours actually worked or they may use half of a sick day to be paid for a full shift. Determination of need for Ed. Tech/Library-Media Assistant attendance is at the discretion of the Building Administrator.

ARTICLE 5 HOLIDAYS

The following days shall be recognized and observed as paid holidays for those employees who worked their shift on the days preceding and following the holiday (or were on approved paid leave):

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

Christmas Eve

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

ARTICLE 6 PAID LEAVES

Sick Leave

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of their employment, shall receive sick leave with pay provided the employee furnishes the employer, at the discretion of the Superintendent, with a physician's statement verifying the sickness or disability. Up to ten (10) sick days may be used annually to care for a sick spouse, child or parent.

Employees shall be eligible to use sick leave after 120 days of service with the Employer.

Sick leave shall be earned by an employee for any month in which the employee is compensated for a full month's work.

Year round full time employees will accrue paid sick leave at a rate of fifteen (15) days per calendar year, not to exceed one hundred twenty (120) days at any time.

School year full time employees will accrue paid sick leave at a rate of twelve (12) days per school year, not to exceed seventy (70) days at any time.

Personal Leave

Each employee may request to use up to two days of paid leave for personal reasons each work year. Such leave shall not be used for recreation or vacation and is only for emergencies or anticipated absences for personal business that cannot be scheduled outside the workday. If an employee needs additional personal leave, they can request to use up to two sick days as personal leave and the Superintendent will decide, in their sole discretion, whether the absence can be covered and approved. This decision will not be subject to grievance.

Bereavement

A full time employee shall be granted five (5) days of paid leave in the event of the death of their (or their spouse's), parent, child, sibling, grandparent, grandchild, or their spouse to make household adjustments and to attend the funeral in each instance.

Employees may request that additional days be granted by the Superintendent.

Jury Duty

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

Paid and Medical Leave

Any leave paid to an employee pursuant to this Agreement will also satisfy any leave that the Employer is required to provide pursuant to any law, including but not limited to Earned Paid Leave and Family Medical Leave laws, and the only leave to be paid to employees will be as provided in this Agreement. To be clear, all leave taken under this Agreement will run concurrently with any leave under a state or federal leave law for which the employee is qualified. There will be no payout of unused leave.

ARTICLE 7 SENIORITY

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

All employees shall have their seniority accrue from their most recent date of hire into a position in the bargaining unit. Date of hire means the day they actually started working in that position.

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

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

ARTICLE 8 VACATIONS

Vacation time, when possible, shall be requested two (2) weeks in advance; vacation time may be approved with lesser notice at the discretion of the Supervisor or their designee.

Year round full time employees only will be eligible for paid vacation as follows:

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

Vacation will be scheduled as coverage allows. Unused vacation time will not be carried over or paid out without the superintendent's prior written approval.

ARTICLE 9 OVERTIME

Rate of Pay

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

- all work performed in excess of forty (40) hours of actual work in a workweek, provided it has been accurately reported on a time sheet and authorized by a supervisor. Paid leave, holidays, or vacation time does not count as hours worked for purposes of overtime.
- work on holidays and/or weekends will be paid at one and one half (1 ½) time
- Except as noted above overtime will only be paid for hours worked

Distribution

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

ARTICLE 10 DISCIPLINE

The employer shall not discharge any employee without a good reason.

ARTICLE 11 GRIEVANCE PROCEDURE

Purpose

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

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

Definitions

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

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

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

"Days" shall mean calendar days.

Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum. The time limits specified may, however, be extended, but any failure to meet a deadline in this procedure shall result in a forfeiture of the right to advance the grievance to any subsequent level.

Informal Procedure

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

Formal Procedure

Level One - Supervisor

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

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

Level Two - Superintendent of Schools

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

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

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

Level Three – Easton Schools Board of Directors

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

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

Level Four - Impartial Arbitration

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

Representatives of the Board of Directors and the aggrieved shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the parties shall call upon the Labor Relations Connection or American Arbitration Association to select one.

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

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

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

Right of Union Members to Representation

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

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

ARTICLE 12 UNION ACTIVITIES ON EMPLOYER'S PREMISES

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

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

bulletins, and shall not post any material which is controversial, inflammatory or of a political or commercial nature.

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

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees whether local union representatives, district council representatives, or international representatives shall have full and free access to the premises of the employer during the hours that the employees are available to discuss union business or during regular business hours.

No access by any union representative will interfere with any of the Employer's operations or occur without prior approval of the Superintendent.

ARTICLE 14 INFORMING EMPLOYEES

Work Rules

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

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

Enforcement

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

ARTICLE 15 NO STRIKE OR LOCKOUT

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

The Employer shall not engage in any lockout.

ARTICLE 16 SALARY AND FRINGE BENEFITS AND RETIREMENT

Method of Pay

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

Hourly Rate of Pay-See appendix A

Administrative Assistants shall receive a \$500 stipend for time spent outside of the school day scheduling substitute teachers.

Administrative Assistants shall receive a \$240 stipend for cell phone usage.

Custodian assigned to inventory/transportation scheduling shall receive a \$1,500 stipend.

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

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

Any Ed Tech / Media Assistant I or II who obtains a Masters' Degree that is directly related to their work shall receive a \$2 per hour stipend calculated into their hourly wages.

If an Educational Technician/Library-Media Assistant is used as a classroom substitute for an absent teacher, they will receive 1-hour of pay for every ½ day of substituting for an absent teacher.

The Head Custodian will be paid an additional \$1.56 per hour worked.

A custodian without a CDL will be paid 90% of the Custodian/Bus Driver wage.

Insurance

The Employer will contribute the following amounts per month for a full time employee who is eligible and elects coverage under the Employer's group health insurance plan:

SINGLE	\$737.25
ADULT W/CHILD	\$1,021.01
TWO ADULTS	\$1,199.44
FAMILY	\$1,379.85

Retirement

Employees who, by April 1st, notify the Superintendent in writing of their intent to retire and then retire in good standing, will be paid for their unused and accrued sick days as follows:

1. no more than ten (10) days if they have worked for the Employer continuously for at least fourteen (14) years; and

2. no more than forty (40) days if they have worked for the Employer continuously for at least twenty (20) years.

Payment will be made in the July after the Superintendent receives written proof that they have retired and begun collecting retirement benefits.

ARTICLE 17 CALL TIME

Any employee who has left work and is then called in to work outside their regular hours shall be paid a minimum of two (2) hours or their actual hours worked, whichever is greater. For purposes of calculating any overtime, only the actual hours worked will be counted.

ARTICLE 18 PHYSICALS, COURSES AND TRAINING

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

The Employer shall pay the cost of a new employee's pre-employment physical but only if the employee passes the physical and begins work.

The Employer will provide up to \$500 annually for pertinent educational opportunities for employees who obtain advance written approval from the Superintendent.

Staff who wish to enroll in a degree program to further their career in public education may be reimbursed for up to (six) 6 credits per calendar year at the current University of Maine tuition rate. All courses must be taken at an accredited institution, and must be relevant to the staff member's current role(s) within the district. All courses must be completed with a "B" or higher; or a "P" for pass/fail courses. All courses require prior written approval from the Superintendent. Employee must remain an employee of the Easton School Department for a minimum of 1 year following the completion of said classes or reimburse the Easton School Department for the entire cost in their last paychecks. The employee will sign an agreement to this effect.

ARTICLE 19 DURATION OF CONTRACT

This Agreement shall be effective as of the dates it is fully signed and ratified and shall remain in full force and effect until **August 15, 2026**.

APPENDIX A

Administrative Assistant

	2023-2024	2024-2025	2025-2026
New Employee	18.92	19.60	\$20.19
2-5 Years	19.52	20.20	\$20.81
After 5 Years	20.12	20.80	\$21.42
After 10 Years	20.72	21.40	\$22.04
After 15 Years	21.32	22.00	\$22.66
After 20 Years	21.92	22.60	\$23.28
After 25 Years	22.52	23.20	\$23.90

Custodian / Bus Driver

	2023-2024	2024-2025	2025-2026
New Employee	18.23	18.71	\$19.27
2-5 Years	18.83	19.31	\$19.89
After 5 Years	19.43	19.91	\$20.51
After 10 Years	20.03	20.51	\$21.13
After 15 Years	20.63	21.11	\$21.74
After 20 Years	21.23	21.71	\$22.36
After 25 Years	21.83	22.31	\$22.98

Ed. Tech I / Library-Media Assistant I

	2023-2024	2024-2025	2025-2026
New Employee	16.48	17.10	\$17.61
2-5 Years	16.98	17.60	\$18.13
After 5 Years	17.48	18.10	\$18.64
After 10 Years	17.98	18.60	\$19.16
After 15 Years	18.48	19.10	\$19.67
After 20 Years	18.98	19.60	\$20.19
After 25 Years	19.48	20.10	\$20.70

Ed Tech II / Library-Media Assistant II

	2023-2024	2024-2025	2025-2026
New Employee	17.54	18.21	\$18.76
2-5 Years	18.04	18.71	\$19.27
After 5 Years	18.54	19.21	\$19.79
After 10 Years	19.04	19.71	\$20.30
After 15 Years	19.54	20.21	\$20.82
After 20 Years	20.04	20.71	\$21.33
After 25 Years	20.54	21.21	\$21.85

Ed Techs/Library-Media Assistants who are certified by Maine DOE as Ed Tech III will be paid \$.50/hour more

Food Services Manager

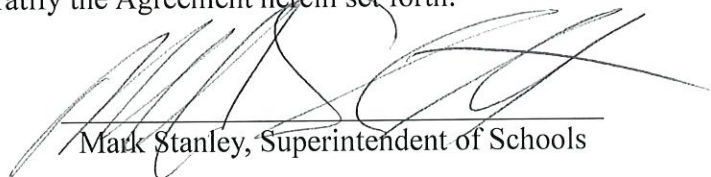
	2023-2024	2024-2025	2025-2026
New Employee	\$20.83	\$21.61	\$22.26
Years 2-5	\$21.33	\$22.11	\$22.77
After 5 years	\$21.83	\$22.61	\$23.29
After 10 years	\$22.33	\$23.11	\$23.80
After 15 years	\$22.83	\$23.61	\$24.32
After 20 years	\$23.33	\$24.11	\$24.83
After 25 years	\$23.83	\$24.61	\$25.35

Cooks

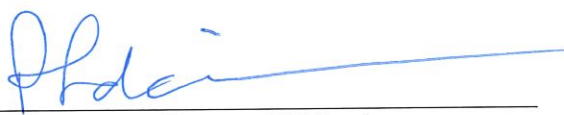
	2023-2024	2024-2025	2025-2026
New Employee	\$17.54	\$18.21	\$18.76
Years 2-5	\$18.04	\$18.71	\$19.27
After 5 years	\$18.54	\$19.21	\$19.79
After 10 years	\$19.04	\$19.71	\$20.30
After 15 years	\$19.54	\$20.21	\$20.82
After 20 years	\$20.04	\$20.71	\$21.33
After 25 years	\$20.54	\$21.21	\$21.85

FOR THE EASTON SCHOOL COMMITTEE


The undersigned hereby certifies that a majority of the Easton School Committee voted on March 4, 2024, to ratify the Agreement herein set forth.



Mark Stanley, Superintendent of Schools




Penney Siddiqui
Negotiations Committee, Easton School Committee



Richard Henderson
Negotiations Committee, Easton School Committee



Jennifer Bray, Negotiations Team, AFSCME 93



Clinton Adams, Negotiations Team, AFSCME 93