

COLLECTIVE BARGAINING AGREEMENT

Between the

ELLSWORTH SCHOOL DEPARTMENT

And the

AFSCME COUNCIL 93 AFL-CIO

For

ELLSWORTH BUS DRIVERS UNIT

Local 2178-04

July 1, 2021-June 30, 2024

TABLE OF CONTENTS

COVER SHEET	1
TABLE OF CONTENTS	2
ARTICLE 1: RECOGNITION	3
ARTICLE 2: DEFINITIONS	3
ARTICLE 3: SCOPE OF AGREEMENT, SEPARABILITY, SAVINGS CLAUSE	4
ARTICLE 4: VOLUNTARY DUES DEDUCTIONS	4
ARTICLE 5: MANAGEMENT RIGHTS	4
ARTICLE 6: NO STRIKE/NO LOCK-OUT	5
ARTICLE 7: HOURS OF WORK AND OVERTIME	5
ARTICLE 8: CALL TIME	6
ARTICLE 9: SENIORITY	6
ARTICLE 10: WAGES	7
ARTICLE 11: LEAVES OF ABSENCE	7
ARTICLE 12: HOLIDAYS	7
ARTICLE 13: SICK LEAVE	8
ARTICLE 14: FAMILY LEAVES	8
ARTICLE 15: VACATION	9
ARTICLE 16: EXTRA TRIPS	9
ARTICLE 17: INSURANCE AND RETIREMENT	10
ARTICLE 18: UNIFORMS	10
ARTICLE 19: LONGEVITY	11
ARTICLE 20: SNOW DAYS	11
ARTICLE 21: CHAIN OF COMMAND	11
ARTICLE 22: DISCIPLINE AND DISCHARGE	11
ARTICLE 23: GRIEVANCE PROCEDURE	12
ARTICLE 24: GENERAL PROVISIONS	13
ARTICLE 25: AFSCME ACTIVITIES	14
ARTICLE 26: WORK RULES	14
ARTICLE 27: BULLETIN BOARDS	15
ARTICLE 28: MEETINGS	15
ARTICLE 29: DURATION	16
APPENDIX A: RATES OF PAY	17

ARTICLE 1
RECOGNITION

The Ellsworth School Department, hereinafter referred to as the ESD. Recognizes the American Federation of State, County and Municipal Employees, hereinafter referred to as "AFSCME", as the exclusive bargaining agent, as defined in Title 26, M.R.S.A, Section 962, for the purpose of negotiating wages, hours of work, working conditions and contract grievance arbitration pursuant to 26 M.R.S.A. 965, for bargaining unit employees to include bus drivers and mechanics who have been employed more than six (6) months and are not temporary, seasonal, or on-call as defined by 26 M.R.S.A. 962 (6).

It is the intent of this AGREEMENT and purpose of this AGREEMENT to promote harmonious relationships between the ESD and AFSCME to assure sound and mutually beneficial working and economic relations between the parties, to provide an orderly and peaceful means of resolving differences which may arise, and to set forth herein the basic agreement between the ESD and AFSCME concerning wages, hours of work, working conditions, and resolution of disputes with the intent to provide the best educational conditions for the ESD.

ARTICLE 2
DEFINITIONS

- A. AFSCME: Whenever the term "AFSCME" is used, it refers to the American Federation of State, County and Municipal Employees and any of its' designated representatives, by committee, individual member, or authorized agent.
- B. ESD: Whenever the term ESD is used, it refers to the Ellsworth School Department, and/or Superintendent of Schools or authorized agent.
- C. ESB: Whenever the term "ESB" is used, it refers to the Ellsworth School Board and any of its designated representatives, by committee, individual member, or authorized agent.
- D. Gender: Whenever the masculine is used, it is to include the feminine, and whenever the feminine is used, it is to include the masculine, unless otherwise expressly provided or clearly indicated by the context.
- E. Number: Whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated by the context.
- F. Building Administrator: Whenever the term "Building Administrator" is used, it is to include the administrator of any work location or functional division.
- G. Transportation Director: Whenever the terms "Transportation Director" or "Director" are used, it is to include the administrator responsible for the daily operation of the Transportation Department.
- H. School: Whenever the term "School" is used, it is to include any work location or functional division, including the bus garage.
- I. Superintendent: Whenever the term "Superintendent" is used, it shall mean the Superintendent of the Ellsworth School Department or any other person whom the Superintendent or the ESD specifically designates to act for the Superintendent in a particular situation or class of situations.
- J. Employee: Whenever the term "Employee" is used, unless otherwise expressly provided or clearly indicated by the context of this Agreement, it shall refer to all public employees defined as public employees in Title 26 MRSA, Chapter 9-A and represented by the Association in the bargaining unit, as defined in Article I.

ARTICLE 3
SCOPE OF AGREEMENT, SEPARABILITY, SAVINGS CLAUSE

Section 1- This AGREEMENT represents the entire agreement between AFSCME and the ESD and is not subject to any prior oral agreements or understandings between the parties and may be amended only by agreement in writing and signed by both parties hereto.

Section 2- This AGREEMENT further incorporates the entire subject of negotiations. During the term of this AGREEMENT, except as otherwise required by law, neither party shall be required to negotiate with respect to any matter, whether or not covered by this AGREEMENT.

Section 3- In the event any of the provisions outlined within this AGREEMENT are found to be contrary to any applicable provisions of the law, such applicable provisions of the law shall control and the remaining provisions of this AGREEMENT shall not be affected thereby.

ARTICLE 4
VOLUNTARY DUES DEDUCTIONS

Section 1- The ESD agrees to deduct the AFSCME Membership dues from the pay of these employees through payroll deduction. The amount to be deducted shall be certified to the employer by the AFSCME Council 93 Office, 20 Winter Street, Augusta, Maine, 04330. The aggregate deductions of all union employees shall be remitted, on a monthly basis after such deductions are made.

To be eligible for the benefits of the contract, the employee must join AFSCME within thirty (30) days after the probationary period ends. Once an employee joins AFSCME, he/she may not withdraw prior to sixty (60) days before the expiration date of the contract or the termination of his/her employment.

Section 2- The AFSCME shall indemnify, defend, including any legal cost, and hold the ESD harmless against any claim made and against any suits against the School Committee or member municipalities on account of payroll deduction of dues.

ARTICLE 5
MANAGEMENT RIGHTS

The ESD reserves and retains solely and exclusively all of its inherent rights to manage the Department as such rights existed prior to the execution of this AGREEMENT. The sole and exclusive rights of the ESD include but are not limited to: its right to establish, continue, change, or abolish any or all of the ESD's policies, practices, rules, regulations and procedures; to determine the number, location, hours and types of its operations; to determine to what extent the required work shall be performed by employees covered by this AGREEMENT; to determine the number, classifications and duties of employees; to determine the methods, processes, equipment and materials to be used in the ESD's operations; to judge the efficiency and competency of employees; to establish and maintain a job evaluation program; to establish and change work schedules and work assignments; to select, hire, direct, transfer and promote employees; to lay off, terminate and otherwise to relieve employees from duty for lack of work or other reasons; to establish, change and enforce rules for the conduct of employees; to discipline and discharge

employees; and to take such other measures as may be determined by the ESD to be desirable for the successful operation of its schools and programs. Notwithstanding any of the foregoing, none of the rights set forth herein shall be used in such a way as to violate the other provisions of the AGREEMENT.

The AFSCME shall have the right to impact bargain any changes implemented by the School Board under this Article, provided the impact bargaining is limited to wages, hours, and working conditions, does not violate the provisions of the Agreement, and the implemented change negatively impacts the members of the bargaining unit. Notwithstanding the requirements of the Section, any impact bargaining request shall not limit the ESB's decision to implement the change.

ARTICLE 6 NO STRIKE /NO LOCK OUT

For the duration of this AGREEMENT, the AFSCME, its' officers, representatives and members, shall not authorize, instigate, cause, aid, encourage ratify or condone nor shall any bargaining unit member take part in any strike, slow down, work stoppage or boycott which causes interruption of work. It is agreed that participation by an employee in such prohibited activity shall be cause for discipline, including dismissal.

In consideration of this no-strike pledge by the AFSCME and its bargaining unit members, the ESD shall not lock out bargaining unit members for the duration of this AGREEMENT.

ARTICLE 7 HOURS OF WORK AND OVERTIME

Section 1- The ESD agrees that the normal work week for full-time employees will be a minimum of twenty (20) hours. The normal work week shall be Monday –Friday unless the employee has been hired for an alternate schedule. The normal week for payroll purposes shall be Sunday – Saturday. It may be necessary to change the normal schedule to meet the operational needs of the ESD. Such non-emergency changes shall be posted for five (5) workdays prior to these changes. The posting will also be sent electronically to the Unit Chair and employees.

Section 2- The Fair Labor Standards Act requires that covered, nonexempt employees receive overtime pay at one and one-half times the employee's regular rate of pay for all hours worked over 40 in a workweek. An employee's regular rate is the weighted average of his/her hourly rate. This is calculated by dividing the total pay for employment in any workweek by the total number of hours actually worked. Consistent with the FSLA requirements, employees being paid different rates of pay will be paid for overtime hours based on a weighted average of hourly rates and hours worked.

Section 3- Employees who wish to be considered for extra bus trips must indicate their intent by signing an extra trip list. Said extra duties shall be assigned by the Transportation Director. Every attempt will be made to award the extra trips as equally as possible to provide for equal distribution of hours. Trips will be assigned based upon a rotating seniority list. If an employee denies or turns down the offer of a trip, he/she shall be placed at the bottom of the list until the next rotation.

ARTICLE 8
CALL TIME

Any employee called to work outside their regularly scheduled hours, and the extra time is not appended to the beginning or end of their regularly scheduled hours, shall be paid for a minimum of two (2) hours.

ARTICLE 9
SENIORITY

Section 1 - A seniority list shall be established listing all employees covered by this AGREEMENT, with the employee with the greatest seniority listed first. Seniority shall be based on the employee last date of hire. Employees who drove bus for ESD and for RSU 24 during the years ESD was part of RSU 24, with no break in service will have their original date of hire as their seniority date. This list shall be posted yearly on the AFSCME bulletin board, provided to the Unit Chair and AFSCME Office in September of each year.

Section 2 - All employees in the first instance shall serve a probationary period of six (6) months. During that probationary period, they shall not be covered by any of the provisions of this AGREEMENT concerning discipline and discharge. After completion of their first six (6) months of employment, employees shall become members of the bargaining unit and be covered by the provisions of the AGREEMENT except as noted in this provision regarding discipline, as per state law- 26 MRSA 962.

Section 3 - In cases of lay-offs, the ESD shall lay-off the least senior employee(s) consistent with the needs of the ESD using the following criteria: written performance evaluations and documented skills and abilities which are relevant to the job requirements and seniority. In the event that the Superintendent determines that evaluations and documented skill and abilities are equal, seniority shall be the controlling factor in determining the employee selected for lay-off. The ESD shall recall the most senior employee first to their job classification if available within twenty-four (24) months from the effective date of the lay-off. The ESD shall hire no new employees until all employees on lay-off status have been sent written notices of recall to their last known address on file with the ESD. The ESD shall notify the shop steward and the employee shall have five (5) working days to either accept or reject the recall offer. It shall be the employee's responsibility to inform the ESD of any change of address. If the employee elects not to accept the recall, the employee shall be removed from the recall list.

Section 4 - All vacancies shall be posted on Union bulletin boards for a period of five (5) days, during school year and e-mailed to employees and to Unit Chair during summer and vacations Any employee wishing to be considered for the applicable promotion or transfer shall file a letter of interest to include any updated relevant personnel information with his/her supervisor or their designee.

Section 5 - The term "promotion" shall be defined as the advancement of an employee to a higher paying position or a position with more hours. Employees within the bargaining unit shall have first consideration for all positions in their job classification. Promotions shall be made on the basis of the employee's ability and qualifications to do the job. Where in the judgment of management, ability and qualifications are equal; seniority shall be the determining factor.

Section 6 - Transfer shall mean the lateral movement of an employee within his/her classification in line with their seniority.

Section 7 - Management may exchange driving assignments between drivers if drivers willingly and voluntarily accept the exchange and if the number of hours is equal. In a situation where an exchange involves a position with a greater number of hours, Section 5 will apply.

ARTICLE 10
WAGES
SEE APPENDIX A

ARTICLE 11
LEAVES OF ABSENCE

Section 1: Any employee who has been medically certified as being unable to perform their job and who has exhausted all benefit time may be, at the sole discretion of the ESD, given an unpaid leave for up to twelve (12) weeks. If they return to work, they may have a similar job to that which they had prior to said leave provided they are capable of performing the duties. During this leave the employee shall have the opportunity to continue all benefits at their expense. The employee must not work or hold another job during this leave.

Section 2: The ESD agrees to follow all Federal and State laws and guidelines as they apply to FMLA and Military Leaves. The enforcement of these requirements is not covered by the grievance procedure; enforcement procedures are contained in the respective laws and regulations. Benefit time covering FMLA qualifying events shall run concurrently with FMLA leave. The employee must not work or hold another job during FMLA leave. The ESD recognizes the FMLA year as the Fiscal Year (July 1-June 30).

ARTICLE 12
HOLIDAYS

Section 1- The following days shall be recognized and observed as paid holidays:

New Year's Day	Indigenous Peoples' Day Labor Day*
Martin Luther King Day	Veterans Day (*If student days begin prior to Labor Day)
President's Day	Thanksgiving Day
Patriots Day	Day after Thanksgiving
Memorial Day	Christmas Day
<u>Mechanics Only: Add:</u>	Independence Day
	Labor Day

Eligible employees shall receive one (1) day's pay for each of the holidays listed on which they perform no work.

Section 2- Work performed on a holiday will be compensated at one and one half (1 ½) hourly base rate.

Section 3- An employee must work the last scheduled day prior to and the first scheduled day following a holiday in order to receive the paid holiday unless excused by the Superintendent.

ARTICLE 13
SICK LEAVE

Section 1 - Sick leave shall be accrued by eligible employees at the rate of ten (10) days per year, accrued at the rate of one day per month, September through June, accumulative to fifty-five (55) days.

Section 2 - Sick time is to be used only for personal illness or injury.

Section 3 - The Superintendent may request a physician's certificate for any employee who has utilized sick leave in a manner that indicates possible abuse. Should the Superintendent request a physician's certificate, the ESD shall be responsible for any cost associated with acquiring the certification.

Section 4 - Abuse of sick leave is subject to discipline, up to and including discharge.

Section 5 - Employees who use a maximum of four (4) sick days per year shall receive a yearly bonus of \$15 for every sick day not taken, paid by July 15th of each year.

ARTICLE 14
FAMILY LEAVES

Section 1- Bereavement

- a. For spouse, child, father, mother, father in law, mother in law, brother, sister, grandparents, and grandchildren: up to four (4) days.
- b. For aunts, uncles, brother-in-law, sister-in-law, son-in-law, and daughter-in-law: up to two (2) days from personal leave.
- c. Additional days may be granted at the sole discretion of the Superintendent.
- d. Bereavement leave will be used exclusively for preparation for funeral and attendance thereof.
- e. This leave shall not be cumulative.

Section 2- Family Illness

An employee may use accumulated sick leave for the purpose of caring for or attending to members of the immediate family whose illness demands the employee's care:

- a. Immediate family shall be regarded as spouse, domestic partner, child, step-child, parents (including parents of spouse).

Section 3- Jury Duty

- a. Employees shall be granted a paid leave of absence any time they are required to report for jury duty or jury service during a normal working day. Employees excused from jury duty during normal work hours shall report back to their places of employment promptly, providing there is at least half (1/2) a work day remaining.
- b. Employees shall reimburse the ESD for any pay (exclusive of expenses) received for jury duty, the intent of which is to assure that the employee receives no more than his

regular daily rate of pay. Said reimbursement shall be deducted from the next regular payroll after the employee receives payment from the State of Maine.

- c. If the employee is released from jury duty before 1:00 p.m., the employee shall call his/her supervisor to determine if he/she is to report to work. Failure to comply may result in loss of pay.

This shall not be effective if the employee should take the initiative in any way to commit themselves to jury duty.

Section 4- Personal Leave

- a. Employees shall be granted three (3) personal days per school year for personal business. When practicable, requests for leave shall be made in writing three (3) days in advance except for unforeseen circumstances using the ESD provided form. The Superintendent's response indicating approval or disapproval shall be provided to the employee within three (3) days from receipt of the request.
- b. Leave under this section shall not be used to extend a holiday or vacation.
- c. Under ordinary circumstances, only one (1) member may use this privilege in any one (1) day.

ARTICLE 15 VACATION

The ESD provides a paid vacation benefit to the year-round mechanics. Vacation days are offered on an annual basis dependent on length of service.

The vacation year runs from July 1st to June 30th. As of July 1st of each year full time, year round mechanics shall earn vacation time in accordance with the following schedule:

Work Year(s)s Completed			Vacation Days
1st Year			One day per month up to 10 days
2nd-7th Years			10
8th-19th Years			15
20th and more Years			20

ARTICLE 16 EXTRA TRIPS

Section 1- Meal allowance on overnight trips shall be a maximum of \$13.00 for breakfast, \$15.00 for lunch and \$18.00 for dinner. When a trip involves three (3) meals or more, meal allowances shall be paid prior to the start of each trip. Meal receipts shall be required for all meals purchased under the meal allowance provision. Meal receipts shall be required for all meals purchased under the meal allowance provision. Reimbursement shall be at agreed rate or total of receipts, whichever is less.

Section 2- Employees who are required to stay overnight on a trip will have a private room.

Section 3- Current contract language with notification given to employees one (1) hour prior to departure of trip, or as soon as possible, should the trip be cancelled.

Section 4- All bus trip schedules will be posted as soon as possible. Unforeseen circumstances may require the schedule to be changed. If a trip is canceled due to circumstances out of the driver's control, the Driver will be put back in the bus trip rotation.

Section 5- Bargaining Unit employees will have first consideration over Substitute drivers or other ESD staff for trips, provided the trips do not result in overtime. If a bargaining unit employee chooses to accept an available trip a substitute will be assigned the regular run.

Section 6- Credit cards will be provided to the Head Bus driver for the purpose of issuing to drivers on a sign-out basis as necessary for overnight and long away trips. Cards may only be used for extenuating or emergency circumstances related to the bus or bus equipment. Before making a purchase using the card, drivers will contact the Director of Transportation.

Section 7- Employees who drive on overnight trips shall be compensated for all hours during which they perform duties necessary and required for the trip. The Head Bus Driver will obtain an itinerary for the trip prior to the trip.

Section 8 – Trips that are funded by means other than the ESD budget may utilize alternative means of transportation for the activity.

Section 9 – For extra trips involving special circumstances, the Superintendent will meet and consult with the Director of Transportation to determine the most appropriate means of transportation.

ARTICLE 17 INSURANCE AND RETIREMENT

Employees will be provided a choice of one of the following benefits:

- 1) 100% of single subscriber premium for the ESD approved health insurance plan,
or;
- 2) 100% of single subscriber premium for the ESD approved dental plan and the long term disability plan.

The ESD agrees to exclusively grandfather the following employees whereby the ESD agrees to pay 80% of the total premium towards the cost of the ESD approved group medical insurance coverage, until such time the employee may be eligible to participate in a Single Subscriber Plan, at which point they will receive the benefit as stated above: Michael Cummings (Family Plan).

The ESD has a 218 agreement under a "local participating district" with the Maine Public Employees Retirement System (MEPERS). Employees are eligible as school employees to participate in the MEPERS. If conditions change under the ESD, participation in MEPERS may not be an option for any support staff.

ARTICLE 18 BOOT ALLOWANCE

Upon submission of detailed purchase receipts, full-time mechanics will receive an annual allowance up to \$300 for the purchase of safety-toed boots.

ARTICLE 19
LONGEVITY

Employees will be recognized for longevity according to the following schedule. Stipends that recognize longevity will be paid in December of each year.

\$250.00 after 5 years of service
\$450.00 after 10 years of service
\$650.00 after 15 years of service
\$850.00 after 20 years of service

After 25 years of service employees will receive \$1,050.00 and 5 paid leave days. The leave may be used on a regularly scheduled work day between October 1st and June 1st or it may be credited as time worked during a school vacation week. Vacation leave requests must be given no later than 60 days in advance, only one (1) member may use this benefit on any one (1) day.

ARTICLE 20
SNOW DAYS

In the event school is closed early due to a storm or emergency, employees shall be paid for the actual time worked. The Transportation Director or his/her designee, however, may require employees to remain until it is determined that their work is complete. Employees will be allowed to use available personal time to cover any time lost due to snow days. Employees shall be paid for an hour of time on days when they arrive at the bus garage at their regular time to perform pre trip duties including clearing of snow from the vehicle and school is ultimately cancelled or has a delayed opening. Employees shall not lose pay if their work hours are shortened by snow or emergencies, or on remote learning days.

ARTICLE 21
CHAIN OF COMMAND

The Union recognizes the following, in order, as the Chain of Command (order of contact for the employee):

1. Director of Transportation
2. Superintendent of Schools

Employees are expected to follow the Chain of Command unless the party who is the next step in the Chain is the subject of a complaint. In that circumstance, the Unit Chair shall take the concern/complaint to that party.

ARTICLE 22
DISCIPLINE AND DISCHARGE

Section 1- If the ESD has reason to reprimand an employee, it shall be done in as confidential a manner as possible. Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension or discharge. The ESD shall not discharge any non-

probationary employee without just cause. Anytime a meeting could lead to discipline, a bargaining unit member shall be awarded the right to AFSCME representation if requested.

Section 2- For violation of, but not limited to, any of the following rules, an employee shall be subject to discipline including possible discharge:

- a. Substantial neglect of duty or refusal to comply with the ESD's instructions.
- b. Insubordination.
- c. Immoral or indecent conduct.
- d. Falsification of personnel records or other ESD records.
- e. Physical or verbal abuse of or threatening or coercive treatment to school children, visitors, or any school department employee.
- f. Theft or destruction of the ESD's or another employee's property.
- g. Sleeping on the job.
- h. Drinking or possessing any alcoholic beverages or drugs on the ESD's time, premises or equipment or reporting to work after having consumed any intoxicating substance or drugs.
- i. Unauthorized possession of firearms, explosives or other weapons on the ESD's premises.
- j. Conviction of a felony while an employee is in pursuit of his/her employment.
- k. Conviction of drunk or reckless driving in pursuit of his/her employment.
- l. Driving without a valid State of Maine Bus Driver's License (CDL) with P and S endorsements.
- m. Deliberate or careless conduct endangering the safety of him/her or others.
- n. Fighting during working hours.
- o. Excessive absenteeism shall subject the employee to discipline.
- p. Violation of a safety rule or safety practice.
- q. Improper use or abuse of ESD equipment.
- r. Any other offense of any equal magnitude to the above may result in discharge.

ARTICLE 23 GRIEVANCE PROCEDURE

The purpose of this section is to secure equitable solutions to problems at the lowest possible level.

- a. A grievant shall mean an individual bargaining unit member.
- b. Grievances concerning disciplinary suspensions shall be entered at Step 2 of the grievance procedure.
- c. Days shall mean business days that the Superintendent's Office is open.
- d. A grievance shall mean a dispute which may arise between the parties due to the application or interpretation of this AGREEMENT, and shall be addressed in the following manner, as per 26 MRSA 970:

Step 1 Informal Procedure

The aggrieved employee, with or without the AFSCME Steward, shall take up the matter orally with the employee's supervisor, with the intent to settle all disputes at the lowest possible level.

Step 2 Formal Procedure

- a. Supervisor- If the answer of the employee's supervisor does not satisfactorily resolve the matter, the employee or AFSCME Officer may submit a grievance in writing to the employee's supervisor within ten (10) business days of the date of the incident leading to the grievance or the employee's knowledge of the occurrence. The employee's supervisor shall meet with the employee and the Steward in attempt to resolve the matter. The Supervisor shall respond in writing to the employee and the Steward within ten (10) days of this meeting.
- b. Superintendent- If the Grievance still remains unresolved or there is no response from the supervisor by the tenth day, the grievance shall be presented by the Steward or the AFSCME Representative to the Superintendent in writing. The Superintendent shall schedule a meeting with the employee and an AFSCME Field Representative to hear the grievance. The Superintendent shall have ten (10) days after the meeting to respond in writing to the grievance.
- c. ESB- If the grievance is not satisfactorily resolved or there is no response within ten (10) days, the AFSCME shall file the unresolved grievance with the ESB along with a written statement as to why the decision at the previous step was not acceptable. The ESB, within ten (10) days after receiving the written request, shall schedule a meeting. Within ten (10) days after the meeting, the ESB shall render its decision in writing to the Grievant and the AFSCME Staff Representative.

Step 3 Impartial Arbitration

- a. If the grievance still remains unresolved, the AFSCME may, within thirty (30) days after the reply of the ESB is due, submit a notice requesting arbitration.
- b. The arbitration proceeding shall be conducted by an arbitrator, to be selected by the ESB and the AFSCME, within seven (7) working days after notice has been given.
- c. If the parties must select an arbitrator, either party may request the Maine Board of Arbitration and Conciliation to arbitrate the dispute, pursuant to the BOA voluntary rules of arbitration.
- d. The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this AGREEMENT, and shall confine any decision to the meaning of the specific written contract provision(s) which gave rise to the dispute. The arbitrator shall be without power to make any decision which is contrary to law, interferes with the statutory duties of the ESB, or violates the terms of the AGREEMENT. The arbitrator's decision shall be final and binding on the parties, subject to judicial review.
- e. The cost of the service of arbitration shall be born equally by the ESD and the AFSCME except that each party shall be responsible for compensating its own representatives and witnesses.

ARTICLE 24 GENERAL PROVISIONS

Section 1- The provisions of this AGREEMENT shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, gender identity, or political affiliation: The ESD and the AFSCME shall equally share the responsibility for applying this provision of the

AGREEMENT.

Section 2- The parties agree not to interfere with the rights of an employee to become members or non-members of the AFSCME. There shall be no discrimination, interference, restraint or coercion by either party against any employee because of AFSCME membership/non-membership or any legal employee activity in an official capacity on behalf of the AFSCME.

Section 3- The AFSCME recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination.

Section 4- Whenever any notice regarding the provisions of this AGREEMENT is required to be given by either of the parties to the other party, such notice shall be given as follows:

- a. If by the AFSCME, to the ESD, in care of the Superintendent.
- b. If by the ESD, to the AFSCME, in care of AFSCME Council 93, 20 Winter St., Augusta, Maine, 04330-Attention: Assigned Representative.

ARTICLE 25 AFSCME ACTIVITIES

A list of all AFSCME Officers and Stewards who are authorized to represent the employees of the Unit shall be certified in writing to the Superintendent and the ESD.

The ESD agrees that, with reasonable notice, the AFSCME Representative shall have access to bargaining Unit Members and the ESD premises to conduct AFSCME business so long that it does not interfere with employee duties.

ARTICLE 26 WORK RULES

1. The ESD will notify the AFSCME ten (10) working days prior to the effective date of any new work rule, regulation, modification, or amendment to existing work rules.
2. Except for an emergency situation as determined by the Superintendent, when existing work rules are changed or new work rules established, they shall be posted for five (5) workdays during a period of Monday through Friday, before becoming effective.
3. When an employee is required by the ESD to take a physical examination from a specified medical provider or if the ESD requests a second opinion, the ESD shall pay the total cost of any fees associated with such requests which are not covered by the employee's health insurance program. If the appointments can only be scheduled during the workday, the employee shall suffer no loss of pay or sick time. Physical examinations required by the employer will be completed two (2) weeks prior to the start of the new school year.
4. The employee, to the extent possible, shall schedule medical appointments outside of his/her work hours. All employees' scheduled medical appointments will utilize

- sick time if during working hours.
5. The superintendent, or his/her designee, shall meet one-on-one with employees with any concerns so that the employees shall have an opportunity to discuss any areas of perceived deficiencies.
 6. All training required by law or by the ESD shall be the responsibility of the employer. Except under circumstances where the only time a mandated training is offered is during an employee's schedule time off and there is no make-up date for the training, training will be scheduled at a time that does not interfere with the employee's time off.

ARTICLE 27
BULLETIN BOARDS

The ESD agrees to furnish and maintain a suitable bulletin board at the bus garage to be used by the AFSCME and by management for labor-relations purposes.

It is understood and agreed that the bulletin board space provided for the AFSCME shall be used only for the posting of formal notices of meetings, elections, names of representatives and officers of the AFSCME and other general non-controversial matters concerning business of the AFSCME.

It is further agreed that such notices are to be reviewed solely for compliance with the above prior to posting by the superintendent or his designee. Any notice not in compliance with the above may be removed by the Superintendent or his designee.

The AFSCME, or its duly authorized representative, shall have responsibility for the prompt removal of notices from the bulletin board after they have served their purpose.

ARTICLE 28
MEETINGS

The parties agree that there will be Labor Management Meetings scheduled annually and as needed if requested by either party.

ARTICLE 29
DURATION

This AGREEMENT shall be effective upon signing and continue in full-force and effect until midnight on June 30, 24. A 120-day notice will be given in writing by AFSCME prior to the expiration of this AGREEMENT. This AGREEMENT shall remain in force during negotiations.

IN WITNESS THEREOF, THE PARTIES HAVE SET THEIR HANDS THIS 15th DAY OF JULY, 2021.

FOR THE AFSCME:

Daniel Morse sr
Daniel Morse, ESD Driver

Andrew Turner
Drew Turner, ESD Driver

John Nuttall
John Nuttall, AFSCME 93

M. Keith Cummings

FOR THE EMPLOYER:

Kelly McKenney
Kelly McKenney, ESB

Paul Markosian
Paul Markosian, ESB

Daniel Higgins
Daniel Higgins, Superintendent

M. Keith Cummings

APPENDIX A

RATES OF PAY July 1, 2021 – June 30, 2024

BUS DRIVERS AND MECHANICS W/O CERT/LICENSES*	<u>1-Jul-21</u>	<u>1-Jul-22</u>	<u>1-Jul-23</u>
Year One	\$18.50	\$19.00	\$19.50
Year Two	\$18.68	\$19.18	\$19.68
Year Three	\$19.31	\$19.81	\$20.31
Year Four	\$19.93	\$20.43	\$20.93
Year Five	\$20.61	\$21.11	\$21.61
Year Six	\$21.28	\$21.78	\$22.28
Year Seven	\$21.96	\$22.46	\$22.96
Top	\$23.17	\$23.67	\$24.17
Field Trips/Sports Trips	\$18.39 per hour	\$18.95 per hour	\$19.52 per hour

For 2021-22, drivers who have been at the Top of Scale for one year or off scale will receive a 5% annual increase in hourly wage. Drivers at the top of the scale whose hourly rate with a 5% increase is lower than the top of the scale will have their hourly wage increased by \$1.00.

For 2022-23 and 2023-24, drivers who reach the top of scale during this agreement or who are off scale will receive a 3% increase in hourly wage or be placed at the top of the scale for that year.

*Bus Mechanic w/two or more certifications/licenses (as specified in the ESD approved job description.)	Hourly Differential
Years 1-3 Add	\$ 2.50
Years 4-7 Add	\$ 3.50
Top Add	\$ 4.50

- a. Any bus driver hired by the ESD will be placed on the step of the wage-scale according to their experience in the field as determined by the Superintendent of Schools. Information on determined Step and compensation will be provided to the bargaining unit upon request.
- b. The head bus driver is able to continue his/her bus driving assignment as determined by the Superintendent of Schools.

- c. All paychecks will be electronically direct deposited and advice slips will be issued by email. Employees who can demonstrate that they are unable to establish an account at a financial institution may request an exemption. For employees without email access, the school secretary can print advice slips if requested by the employee in writing.