

**COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**ELLSWORTH SCHOOL DEPARTMENT**

**And the**

**AFSCME COUNCIL 93 AFL-CIO**

**For**

**ELLSWORTH SCHOOL DEPARTMENT CUSTODIANS**

**Local 2178-06**

**July 1, 2021- June 30, 2024**

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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 custodians, custodian/groundskeeper and maintenance workers who have been employed more than six (6) months.

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. ESB: Whenever the term "ESB" is used, it refers to the Ellsworth School Department School Board, and/or Superintendent of Schools or authorized agent.
- C. ESD: Whenever the term "ESD" is used, it refers to the Ellsworth School Department 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. Maintenance Director: Whenever the terms "Maintenance Director" or "Director" are used, it is to include the administrator responsible for the daily operation of the Maintenance Department.
- H. Head Custodian: Whenever the term "Head Custodian" is used, it refers to any person designated by the ESD to assist the Maintenance Director with the daily operations of the Maintenance Department.
- I. School: Whenever the term "School" is used, it is to include any work location or functional division.
- J. Superintendent: Whenever the term "Superintendent" is used, it shall mean the Superintendent of Schools for the ESD 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.
- K. 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.

- L. Unit Chair: Elected officer who is the bargaining unit's primary contact.
- M. Unit Steward: AFSCME member assigned by the Unit Chair to represent employees and file grievances.
- N. Substitute: A substitute is an on call person who is available to work hours on a temporary/or short term basis to fill in for permanent employees due to illness, vacation, or other leaves of absence.

### 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.

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 ESD 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 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 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 ESD 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 impact the members of the bargaining unit. Notwithstanding the requirements of the Section, any impact bargaining request shall not limit the ESD'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 - Employees who are assigned a normal work week of thirty-five (35) hours or more will be considered full-time employees. Generally, employees will be assigned a normal work week totaling the number of hours that they have customarily been assigned, up to 40 hours. 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 ten (10) workdays prior to these changes.

Section 2 - Overtime pay at the rate of one and a half (1 ½) times the base hourly rate will be paid for all hours actually worked over forty (40) hours in a normal work week. "Additional work requested/required by management outside the employee's regular work schedule will be paid at one and a half (1 ½) times the employee's hourly rate."

Section 3 - Overtime will be awarded as equally as possible using a rotating employee list, subject to special circumstances such as qualifications to use certain equipment. Bargaining Unit

Employees will have priority over substitute or temporary/seasonal help or other ESD staff for extra hours in Ellsworth schools. The Unit will provide a voluntary list of employees interested in overtime hours. Monthly the ESD will supply AFSCME Council 93/Local 2178-06 a spreadsheet with dates and total overtime hours worked by each employee covered by this agreement.

Section 4 - During school vacation and summer recess, employees may have the option to work daytime hours unless there are extenuating circumstances. In such circumstance, the ESD will make every effort to recruit volunteers first before using the Seniority List.

## 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. This list shall be posted yearly on the AFSCME bulletin board and provided to the Unit Chair and AFSCME Office in July 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 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 for a period of five (5) days. Electronic mail is an acceptable medium for this posting. Any employee wishing to be considered for the applicable promotion or transfer shall file a written, dated 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 for which the employee, in the judgment of management, has the ability to complete the duties. 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.

ARTICLE 10  
WAGES

SEE APPENDIX A

ARTICLE 11  
LEAVES OF ABSENCE

Section 1- The ESD agrees to follow all Federal and State laws and guidelines as they apply to FMLA and Military Leaves.

Section 2- 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 twelve (12) days shall be recognized and observed as paid holidays:

- |                        |                         |
|------------------------|-------------------------|
| New Years’ Day         | Indigenous People’s Day |
| Martin Luther King Day | Veterans Day            |
| President’s Day        | Thanksgiving Day        |
| Christmas Eve Day      | Day after Thanksgiving  |
| Memorial Day           | Christmas Day           |
| 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.

Section 4- Employees shall not lose Holiday Pay if on approved day-off before or after a Holiday.

ARTICLE 13  
SICK LEAVE

Section 1- Sick time shall accumulate one (1) day per month in the first year of employment. In subsequent years, employees shall be credited with 12 sick leave days per year which shall be posted on July 1<sup>st</sup> of each year, accumulating to a maximum of ninety (90) days.

Section 2- Sick time is to be used only for personal illness or injury, paid from available sick leave.

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. The ESD shall be responsible for all costs associated with this request.

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 15<sup>th</sup> of each year.

Section 6 - Employees who retire at age 65 or older and have a total of twenty (20) years of service with the last fifteen (15) consecutive years being in the ESD (or RSU 24 during the years ESD was part of RSU 24) are eligible for payment of up to 30 sick days at the current base rate.

To be eligible for this provision the years of service outside the ESD or RSU must be comparable experience.

Employees must notify the ESD in writing by January 15 in the year of retirement to be eligible for payment. In the event of a hardship an employee may request, in writing, to the Superintendent, a waiver of the January 15 notification deadline. The Superintendent's decision on the request shall not be grievable.

ARTICLE 14  
FAMILY LEAVES

Section 1- Bereavement

- a. For spouse, child, father, mother, father in law, mother in law, brother, sister, grandparents, grandchildren: up to five (5) days.
- b. For aunts, uncles, brother-in-law, sister-in-law, son-in-law, daughter-in-law: up to one (1) day.
- 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. Up to three (3) days per school year may be requested 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 required 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.
- d. Employees may roll up to two (2) unused personal days into the following work year as a sick leave day. This paragraph shall not be used to increase the employee's maximum amount of sick days allowed by Article 13, Sick Leave, Section 1.

**ARTICLE 15**  
**VACATION**

The work year runs from July 1<sup>st</sup> to June 30<sup>th</sup>. As of July 1<sup>st</sup> of each year custodians shall earn vacation time in accordance with the following schedule:

Work Year(s) Completed			Vacation Days
1st Year			One day per month up to 10
2 <sup>nd</sup> - 6 <sup>th</sup> Years			10
7 <sup>th</sup> - 15 <sup>th</sup> Years			15
16 <sup>th</sup> -25 <sup>th</sup> Years			20

One day of vacation will be added annually for each year of employment 26 and above.

Vacation may be approved at any time during the school year. No more than two employees may take vacation days at the same time. In the event that more than two employees request vacation for the same time period, requests shall be considered in the order received by the Director of Maintenance. Requests will be date/time stamped upon receipt. If the Director of Maintenance is on vacation, the requests shall be delivered to the Superintendent's Office where they will be date/time stamped.

## ARTICLE 16 MISCELLANEOUS

Section 1- Employees who are required to use their personal vehicle shall be reimbursed at the district rate for all miles involved. Employees shall be reimbursed for other expenses in accordance with district policy.

Section 2- All current job descriptions shall be provided to the AFSCME Staff Representative. When any adjustment/changes are made, these changes will be forwarded to the AFSCME Staff Representative prior to becoming effective.

Section 3- Whenever the ESD hires a new employee into a bargaining unit position, it shall notify the AFSCME Council 93/Local 2178-06 Unit Chair in writing as to the starting date of such employee. Electronic mail is an acceptable medium for the written notice.

Section 4- In September of each year, the ESD shall provide the AFSCME Council 93/Local 2178-06 Unit Chair with a seniority list of all bargaining unit employees.

## 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 plan offered should be consistent with that generally offered other ESD employees. At the employee's option, employee may purchase additional coverages at the ESD rate. Employees who work at least 20 hours per week but less than 35 hours per week shall receive the pro-rated benefits.

## ARTICLE 18 UNIFORMS

If the employee is required by the ESD to wear uniforms, the cost of obtaining and /or maintaining such uniforms shall be paid for by the ESD. Failure to wear /use such uniform protective device(s) in a manner prescribed by the ESD shall be grounds for disciplinary action. Employees will be provided with reimbursable allowance of up to \$60 payable in June and January, reimbursable upon presentation of a receipt, for appropriate footwear to be worn in the performance of duties.

The ESD will include a winter jacket as part of the school uniform.

As part of safety equipment, the ESD shall provide an adequate number of ice gripper footwear for staff to use in performance of duties. The grippers shall remain at the school when not in use.

#### ARTICLE 19 SNOW DAYS

Employees are required to report to work and remain at work unless excused by the Director of Maintenance or Superintendent of Schools. In the event school is closed early due to a storm or emergency, employees shall not lose pay if their hours are shortened by such an event. The Maintenance Director or his/her designee, however, may require employees to remain until it is determined that their work is complete. In the event of the presence of hazardous and unsafe travel conditions, an employee may request and may be permitted to adjust the start and end time of his/her shift at the discretion of the Maintenance Director. The decision of the Maintenance Director shall be final and not grievable.

#### ARTICLE 20 CHAIN OF COMMAND

The Union recognizes the employee's immediate supervisor as the first contact person for the employee followed by: 1.) Director of Maintenance then the Superintendent of Schools.

#### ARTICLE 21 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 discipline or 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. Deliberate or careless conduct endangering the safety of himself/herself or others.
- m. Fighting during working hours.
- n. Excessive absenteeism shall subject the employee to discipline.
- o. Violation of a safety rule or safety practice.
- p. Improper use or abuse of ESD equipment.
- q. Any other offense of any equal magnitude to the above may result in discharge.

ARTICLE 22  
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 an 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. ESD 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 ESD along with a written statement as to why the decision at the previous step was not acceptable. The ESD within ten (10) days after receiving the written request, shall schedule a meeting. Within ten (10) days after the meeting, the ESD 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 ESD is due, submit a notice requesting arbitration.
- b. The arbitration proceeding shall be conducted by an arbitrator, to be selected by the ESD 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 State Board of Arbitration and Conciliation (BAC) to arbitrate the dispute, pursuant to the BAC voluntary rules of arbitration.
- d. 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.
- e. The arbitrator shall be without power to make any decision which is contrary to law, interferes with the statutory duties of the ESD or violates the terms of the AGREEMENT. The arbitrator's decision shall be final and binding on the parties, subject to judicial review.
- f. 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 23 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 24  
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 promises to conduct AFSCME business so long that it does not interfere with employee duties.

ARTICLE 25  
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 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.

ARTICLE 26  
BULLETIN BOARDS

ESD agrees to furnish and maintain a suitable bulletin board at all school building/work locations 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 27  
MEETINGS

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

ARTICLE 28  
DURATION


This AGREEMENT shall be effective upon signing and continue in full-force and effect until midnight on, June 30, 2024. 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 15<sup>th</sup> DAY OF July, 2024

FOR THE AFSCME:

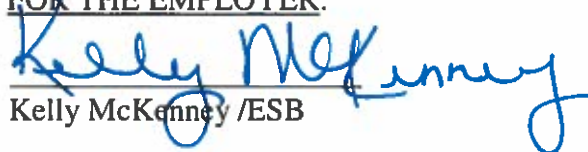
  
Carl Farrell/ESD Maintenance

  
Vivian Comeau/ESD Maintenance


  
Cody Wiseman/ESD Maintenance

  
John Nuttall,  
Council 93 Representative

FOR THE EMPLOYER:

  
Kelly McKenney /ESB

  
Paul Markosian /ESB

  
Daniel Higgins/Superintendent

# APPENDIX A

## RATES OF PAY

	21-22	
Step	Custodian	Maintenance
0	15.00	17.00
1	15.11	17.11
2	15.22	17.22
3	15.33	17.33
4	15.44	17.44
5	15.55	17.55
6	15.66	17.66
7	15.77	17.77
8	15.88	17.88
9	15.99	17.99
10	16.10	18.10
11	16.21	18.21
12	16.32	18.32
13	16.43	18.43

	22-23	
Step		
0	15.50	17.50
1	15.62	17.62
2	15.74	17.74
3	15.86	17.86
4	15.98	17.98
5	16.10	18.10
6	16.22	18.22
7	16.34	18.34
8	16.46	18.46
9	16.58	18.58
10	16.70	18.70
11	16.82	18.82
12	16.94	18.94
13	17.06	19.06

	23-24	
Step		
0	16.00	18.00
1	16.15	18.15
2	16.30	18.30
3	16.45	18.45
4	16.60	18.60
5	16.75	18.75



6	16.90	18.90
7	17.05	19.05
8	17.20	19.20
9	17.35	19.35
10	17.50	19.50
11	17.65	19.65
12	17.80	19.80
13	17.95	19.95

Step increases will be awarded to eligible staff in each year of the agreement  
Step increases shall be recognized on July 1 of each year

Employees whose current hourly rate is at or above the top of the scale at the effective date of this agreement will receive an hourly rate of the top of the respective 2021-22 scale plus \$.75 for the 2021-22 contract year and a 4.5% annual increase in hourly wage in each year of the agreement.

Employees who reach the Top of Scale during the term of this agreement will receive 4.5% annual increase in hourly wage in each subsequent year of this agreement or top of the scale whichever is higher.

1. Pay Differentials

(Time is tracked by the time clock system, no change for vacations and summer recess.)

2:30 PM to 11:00PM or 3:30 PM to 12:00AM-.85 (eighty-five cents) per hour pay differential

10:30 PM to 7:00 AM - 1.35 (one dollar, thirty-five cents) per hour pay differential

2. The employee(s) responsible for the preparation of athletic fields for games shall be moved up one step on the wage scale for the entire year.
3. New employees 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.”
4. 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.

