

**AGREEMENT**

**between**

**BOARD OF DIRECTORS OF MAINE SCHOOL ADMINISTRATIVE  
DISTRICT NO. 49**

**FAIRFIELD MAINE**

**and the**

**COUNCIL #93, AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

**for**

**Bus Drivers, Cooks, Custodians, Food Services Assistants, Food Services  
Assistants II, Food Services Bakers, Food Services Manager I, Food Services  
Manager II, Head Custodian, Maintenance, Maintenance Coordinator,  
Maintenance Mechanic Lead, Mechanics, Secretaries, Support Services**

**(December 5, 2024, to July 1, 2027)**

## **PREAMBLE**

This Agreement is entered into between the Board of Directors of Maine School Administrative District No. 49 (hereinafter referred to as the “Board”) and the Council #93, American Federation of State County and Municipal Employees, AFL-CIO (hereinafter referred to as the “Association”).

## **ARTICLE 1 – RECOGNITION**

The Board recognizes the Association as the sole and exclusive bargaining agent in accordance with the Municipal Public Employees Labor Relations Law, 26 M.R.S.A. Section 961 et seq., for a unit consisting of all public employees, as defined by 26 M.R.S.A. Section 962(6), employed by the Board in the following classifications:

- Bus Driver
- Cook
- Custodian
- Food Services Assistant
- Food Services Assistant II
- Food Services Baker
- Food Services Manager I
- Food Services Manager II
- Head Custodian
- Maintenance
- Maintenance Coordinator
- Maintenance Mechanic Lead
- Mechanic
- Secretary
- Support Services

All other employees are excluded from the bargaining unit, including temporary, seasonal and on-call personnel.

## **ARTICLE 2 – BOARD RIGHTS**

- A. Except as explicitly limited by a specific provision of this Agreement, the Board shall have the exclusive right to take any action it deems appropriate in the management and operation of MSAD No. 49, the implementation of educational policies, and in the direction of the work of the employees in the bargaining unit. Such rights shall include, but shall not be limited to, the operation of the school unit; the right to hire, classify, assign, transfer, promote, discipline and discharge employees; to reduce the work force; to establish and make adjustments to working schedules; to require employees to observe work rules; to introduce new or improved methods of work, equipment or facilities; and to contract or subcontract work assignments.

- B. The Board's not exercising any function hereby reserved to it, or its exercising such a function in a particular way, shall not be deemed a waiver of its right to exercise such function in some other way in the future which is not in conflict with the express provisions of this Agreement.
- C. The Association recognizes that the right of contracting or subcontracting for school unit operations is vested exclusively in the Board. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Association. If during the term of this contract, the Board contracts or subcontracts out any services performed by members of the bargaining unit, the Board agrees to request a contractor or subcontractor to employ, on a first refusal basis, any member of the bargaining unit whose duties may be thereby reduced or terminated by virtue of such contracting or subcontracting.

### **ARTICLE 3 – VOLUNTARY DUES DEDUCTION**

MSAD 49 agrees to deduct AFSCME Membership dues and AFSCME People Program 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. The aggregate deductions of all union employees shall be transmitted on a monthly basis after such deductions are made to AFSCME Council 93 by check. An itemized statement will be emailed to AFSCME Council 93 within the same week that the check transfer is made.

AFSCME shall indemnify, defend, including any legal cost, and hold MSAD No. 49 and all employees harmless against any claim made and against any suits against MSAD No. 49 or member municipalities on account of payroll deduction of dues.

### **ARTICLE 4 – EMPLOYEE RIGHTS**

All new employees shall serve a probationary period of nine (9) working months following the date of hire. During the probationary period, a probationary employee may be discharged or otherwise disciplined without recourse to Article 13. No employee who has completed the probationary period shall be suspended without pay or discharged for reasons which are arbitrary and capricious.

Whenever an employee is called before the Superintendent or the Board concerning any matter which could result in disciplinary action, the employee shall be entitled to have an Association representative present for advice and representation during such meeting.

This article on discipline does not apply to the termination of an employee in connection with the elimination of a position pursuant Reduction in Force.

## **ARTICLE 5 – WORK YEARS AND WORK HOURS**

### **A. Work Years**

It is understood between the parties that the scheduled work years of employees may be increased or decreased by the Board in order to meet the educational, operational and financial needs of MSAD No. 49, and that wages shall be adjusted accordingly should there be a change in work year for any reason. The Board or its designee(s) shall meet and consult with the Association before making any change in employee work years.

Notwithstanding the previous paragraph, each employee falls into one of the following categories:

1. **FULL-YEAR EMPLOYEES:** Full-year employees are employees scheduled to work fifty-two (52) weeks a year and are scheduled to work thirty (30) hours or more each week;
2. **SCHOOL-YEAR EMPLOYEES:** School-year employees are employees scheduled to work the student year, plus additional days as determined in the discretion of the Superintendent and are scheduled to work thirty (30) hours or more per week;
3. **PART-TIME EMPLOYEES:** Part-time school employees are employees scheduled to work less than thirty (30) hours per week during either the school year or the full year.

### **B. Work Hours**

1. When hiring staff, the Board reserves the right to determine the number of hours that an employee will be required to work. It is understood by the parties that the scheduled work hours of employees may be increased or decreased by the Board in order to meet the educational, operational or financial needs of MSAD No. 49, and that wages shall be paid only for hours worked. The Board or its designee(s) shall meet and consult with the Association before making any change in an employee's work hours.
2. Generally, the normal work hours per week for full-year and school-year employees shall be as follows: 8 hours per day. Subject to the previous paragraph, school year and full year employees generally are expected to work five (5) days a week. The regular hours of work each day shall be consecutive, unless otherwise permitted under this Agreement.

### **C. Breaks**

Employees who work six (6) hours or more per day are entitled to an unpaid duty-free break each day, which time shall not be considered part of the workday. Employees

working the first custodial shift on a day when school is in session, including custodians or other support staff, are entitled to receive a paid lunch break of no more than 30 minutes. The time scheduled for this break shall be determined by the Director of Operations.

#### D. Compensatory Time

1. Employees may elect to accumulate Compensatory Time in lieu of Overtime at a rate of one (1) and one half (1/2) times the actual hours worked over forty (40) hours. For the sake of clarity, paid sick leave, vacation leave, holiday leave, or other leaves (whether with or without pay) shall not be considered time worked for purposes of computing Compensatory Time. Compensatory Time taken shall not be used to create overtime, or count towards the accumulation of any other benefits.
2. Employees choosing to accumulate Compensatory Time must make an election, sent in writing to the Director of Business & Finance, no later than August 30 or at the beginning of the academic year, whichever comes sooner. This election must clearly state that the employee is electing to accumulate Compensatory Time. If the Director of Business & Finance does not receive a written election, the employee will not be eligible to receive Compensatory Time for the duration of the academic year. The election will be irrevocable for the duration of the academic year.
3. Employees that make an election to receive Compensatory Time are allowed to accumulate up to eighty (80) hours of Compensatory Time during the academic year. Employees accruing Compensatory Time will not be eligible to accrue Overtime, except when an employee accumulates 80 hours of Compensatory Time, any additional time will be accrued as Overtime in accordance with Section E below.
4. Compensatory time will not be allowed to be carried from year to year. All unused compensatory time will be paid to the employee at the end of the academic year.

#### E. Overtime

1. Overtime that has been approved in advance by the building principal or supervisor shall be paid at time and one-half after forty (40) hours actually worked in a work week. For the sake of clarity, paid sick leave, vacation leave, holiday leave, or other leaves (whether with or without pay) shall not be considered time worked for purposes of computing overtime.
2. Weekend Premium Pay - Employees who work on a Saturday or Sunday will receive one and one-half times their respective hourly wage for work performed. It is understood that this does not apply to those employees who are scheduled to work Saturday or Sunday as part of their normal workweek. If an employee is regularly scheduled to work on a weekend day and if a holiday falls on the employee's weekend workday but is observed on a different day, then the employee shall

receive holiday pay for the actual holiday and will be scheduled to work at their regular rate of pay on the observed holiday.

3. Pyramiding of overtime is not permitted: There shall be no pyramiding or duplication of compensation by reason of any overtime or holiday or other premium pay provision of this Agreement. This is understood to mean that employees cannot get additional overtime pay on overtime hours that have already been paid at the overtime rate. The following examples are included in the interest of clarity:
  - a. An employee who regularly works 8 hours per day does not work Monday, a holiday; she does work 8 hours on Tuesday, Wednesday, Thursday, and Friday for a total of 32 hours worked. Therefore, employee will be paid for 32 hours worked at straight time, plus 8 hours for the holiday at straight time.
  - b. A custodian who works 8 hours per day takes vacation leave Monday through Friday. They are asked to work on Saturday, which is not part of her regular work week, and works 8 hours that day. They shall receive 40 hours straight time for her vacation leave, and time and a half for the 8 hours worked on Saturday.
4. The Superintendent / designee reserves the right to assign work in an effort to reduce the school unit's overtime costs.
  - a. Overtime will be assigned based upon the nature of the situation for which services are needed. If specific skills are required, i.e., licensed boiler operator, the work will be assigned to the person who possesses the specific skills. In all other cases, overtime will be assigned on a rotating basis within the building or program.
  - b. Employees who choose not to participate in overtime assignments will be removed from the overtime list. To rejoin, they must inform their supervisor of their decision. Each year, by July 1st, employees must notify the Director of Operations if they want to be included or excluded on the overtime list. This decision can be revised on January 1st each year. If an employee does not provide notice, their status from the previous cycle will carry over. Employees are responsible for keeping track of their inclusion on the list.
  - c. Although overtime requires the approval of the Director, the Director may provide an employee with advance written approval for an employee to work overtime during a specified period.

#### F. Call-in pay

Employees called in for work at any time other than during their regularly scheduled work hours shall receive at least two (2) hours pay. This pertains exclusively to maintenance and custodial staff responding to a time-sensitive need, as identified by the Director of Operations or an alarm or notification from an automated alarm system maintained by the District, outside of their regularly scheduled work hours. The District

reserves the right to modify or extend the workday to meet the District's needs without creating a call in.

G. On-call pay

Maintenance employees designated as on-call for the week will receive \$100 in total for their availability, distributed as (5) hours of compensation at the rate of \$20.00 per hour (one hour per day for five days per week). This compensated hour each day is for on-call readiness and is not considered hours worked; thus, it is excluded from overtime calculations.

While on-call, employees are expected to remain available and ready to respond within 30 minutes if called. If the employee is called in to perform work during the on-call period, any hours worked will be compensated separately from the on-call pay.

## ARTICLE 6 – HOLIDAYS

A. Full-year employees shall be entitled to the following holidays paid at the regular, straight time rate of pay:

- 1) Independence Day (Employees must work on their scheduled workdays immediately before and after the holiday within the same week or pay period when the holiday occurs.)
- 2) Labor Day (but only if the school year is scheduled to begin before this date)
- 3) Patriot's Day
- 4) Indigenous Peoples Day
- 5) Veterans Day
- 6) Thanksgiving
- 7) Day After Thanksgiving
- 8) Christmas
- 9) New Year's Day
- 10) Martin Luther King Day
- 11) President's Day
- 12) Memorial Day
- 13) Juneteenth (Employees must work on their scheduled workdays immediately before and after the holiday within the same week or pay period when the holiday occurs.)

B. School-year employees and part-time employees that are also members of this bargaining unit shall be entitled to the following holidays paid at the regular, straight time rate of pay:

- 1) Independence Day (Employees must work on their scheduled workdays immediately before and after the holiday within the same week or pay period when the holiday occurs.)
  - 2) Labor Day (but only if the school year is scheduled to begin before this date)
  - 3) Patriot's Day
  - 4) Indigenous Peoples Day
  - 5) Veterans Day
  - 6) Thanksgiving
  - 7) Day After Thanksgiving
  - 8) Christmas
  - 9) New Year's Day
  - 10) Martin Luther King Day
  - 11) President's Day
  - 12) Memorial Day
  - 13) Juneteenth (Employees must work on their scheduled workdays immediately before and after the holiday within the same week or pay period when the holiday occurs)
- D. An employee must be at work and scheduled to work immediately before and after the holiday in order to receive holiday pay. Immediately means the next scheduled workday before and after the holiday within the same workweek or pay period.

## **ARTICLE 7 – SENIORITY, REDUCTION IN FORCE**

### **A. Seniority**

1. Seniority shall be based upon continuous years of service as an employee in this bargaining unit within MSAD No. 49. Seniority shall accrue for part-time employees in the same manner as full-time employees. Employees with work years less than twelve (12) months shall not be considered to have suffered a break in service during the months that are not included in the employee's work year. Probationary employees shall have no seniority during the probationary period, but upon completion of the probationary period, shall have seniority retroactive to the date of hire.
2. Within 30 days of the execution of this Agreement, the Board and the Association shall establish a seniority list by impact area(s) with the name and date of hire of each employee, with the employee with the greatest seniority listed first. The seniority list shall be updated annually by the Superintendent, provided to the Association and posted by October 1<sup>st</sup>. If no objections to the seniority list are made in writing by November 1<sup>st</sup>, the list shall be binding for the subsequent 12 months.
3. An employee's continuous service record for seniority credit shall be broken by voluntary resignation, retirement, or discharge for just cause. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service. Any employee who is granted an unpaid leave of absence for a

period of six (6) months or any employee laid off for six (6) months or more shall not accrue time for seniority or pay purposes for the period of said leave. The employee will retain all rights to previous seniority upon return to active employment. Employees on sick leave shall accrue seniority.

B. Impact Area

For the purposes of this article, the following impact areas shall be used:

- Bus Driver
- Cook
- Custodian
- Food Services Assistant
- Food Services Assistant II
- Food Services Baker
- Food Services Manager I
- Food Services Manager II
- Head Custodian
- Maintenance
- Maintenance Coordinator
- Maintenance Mechanic Lead
- Mechanic
- Secretary
- Support Services

C. Layoff

1. The Board has the right to eliminate bargaining unit positions when it deems such action is necessary based upon financial or program reasons.
2. The Superintendent shall notify the Association prior to a layoff. Upon request, the Board shall afford the Association an opportunity to meet and consult regarding any reduction in force.
3. In the event of a reduction in force, the employee whose position is to be eliminated within an impact area shall be selected consistent with the needs of the District and based on the following factors when considered together: Skill, ability, job performance, seniority and disciplinary record.
4. The union reserves the right to file a grievance to determine if the decision as to which employee to lay off was clearly arbitrary and capricious, based only on the factors outlined in the previous paragraph. In cases where the executive board of the union determines the decision to lay off employees was arbitrary and capricious; the union will continue the grievance process. In cases where the executive board of the union determines that the layoff was not arbitrary or capricious, the union Must withdraw the grievance. The grievance shall be dismissed with prejudice, if, after 10

days of receipt of the grievant's evaluations, disciplinary records, personnel file, and related documentation as determined by the Superintendent, the executive board has not provided the Superintendent with notice of its decision.

5. Employees shall be given at least 30 calendar days' written notice of termination due to a reduction in force. A copy of the notice shall be sent to the Association. At the Board's discretion, an employee may be paid for the requisite days in lieu of notice.
6. A laid-off employee is entitled to continue their insurance benefits in accordance with COBRA requirements.

D. Vacancies and Postings

1. Except in emergencies, vacancies shall be posted on the official MSAD No. 49 website, and the President of the Association shall be notified of such vacancies. Interested applicants shall follow the procedures in the posting.
2. Vacancies may be filled by reinstatement from layoffs, transfers, demotions, promotions, or external applicants. In the event qualifications and abilities are equal, the most senior in-house applicant shall be selected.

E. Recall

1. Employees who have been affected by a layoff shall be notified in writing of any available positions in the employee's job classification for a period of ninety (90) days from the effective date of layoff.
2. The Board shall establish a recall list of laid-off employees by seniority and impact area. An employee who is laid off shall be placed on a recall list and shall be sent position vacancy announcements in the unit. It is the employee's responsibility to ensure that the MSAD No. 49 central office has a current address on file so that such notice can be provided.
3. Interested employees shall submit a letter of intent to return to fill a vacant position. When more than one affected employee expresses interest in a vacant position(s), decisions for rehire will be given consideration using the criteria set out in Section C.3 above.
4. An employee whose position is eliminated as a result of a reduction in the work force shall have a right of recall for twelve (12) months from the effective date of termination of employment for the first available positions within their prior classification for which the employee is, in the opinion of the Superintendent, fully qualified. Employees shall have 5 working days to accept an offered position. If they do not accept the offered position, their right to recall is forfeited. An employee who

is reduced in force will remain on the recall list for twelve (12) months unless the employee (a) waives recall rights in writing, (b) turns down the offer of a position, or (c) resigns.

5. Employees re-employed within six (6) months of the effective date of layoff shall retain their seniority and all benefits accumulated prior to the layoff and shall be placed in the same wage step obtained prior to the layoff.

F. Transfers

1. The applicant from the classification from which the job opening arises that is most qualified shall be assigned to the vacant position. In the event two qualified applicants have the same seniority, the applicant with the greatest longevity shall be assigned to the vacant position.
2. Transferred employees will be provided a thirty (30) working day trial period. Management may reassign an employee back to his/her previous position if it determines that the employee cannot perform the assigned functions of the new position in a satisfactory manner.
3. During the trial period, transferred employees will be provided any necessary training to assist an employee in performing the assigned duties prior to the employee being judged incapable of performing the assigned task.

## ARTICLE 8 – LEAVES

All leave benefits are pro-rated for part-time employees based on hours worked compared to full-time for the particular position.

A. Sick Leave

1. All benefited employees shall receive, on July 1, 15 days of sick leave where each day is equal to the length of that employee's average day of scheduled work. There shall be accumulation of sick leave up to the following maximum total accumulation amounts:

School Year Employees: 100 days; Full Year Employees: 125 days.

The parties agree that School Year employees who currently have accumulated sick leave in excess of 100 days for School Year employees and in excess of 125 days for Full Year employees, as of the Execution Date of this agreement, will be entitled to the maximum total accumulation amount that corresponds to the number of days they have accumulated at the date of December 5, 2024; they will be unable to accumulate days above that amount. The Parties further agree that they will make every effort to standardize maximum total sick leave accumulated amounts to 100 days for School

Year Employees and 125 days for Full Year Employees in advance of the next contract cycle.

2. Upon complaint from the immediate supervisor that an employee is abusing sick leave privileges, the Superintendent or representative shall notify the employee involved in such abuse. If the employee again takes sick leave, the Superintendent may require examination by a qualified physician of the employee's choice at the expense of the employee, except that if the employee is again required to have an examination, it will not be made by the same physician.
3. Employees who incur a temporary physical disability shall be entitled to utilize any and all net accumulated sick leave for the period during which they are physically unable to perform their regular duties. Accrued sick leave may be used until exhausted, after which the employee will not be entitled to compensation. Extended period of actual physical disability shall be verified in writing by qualified physicians to the Superintendent. The District may require written medical documentation of disability. The District reserves the right to require an examination by a doctor of the District's choosing at District expense.
4. The Board may extend unpaid sick leave beyond the employee's accumulative leave, if exhausted, when requested by the Association for an employee when there is a serious illness.
5. Employees will be paid a lump sum of one half their per diem rate calculated for the year prior to retirement based on a maximum of one hundred (100) days of accumulated sick leave, and up to \$6,000. The employee must have been continuously employed with M.S.A.D. #49 for ten (10) years. The Superintendent must be notified of retirement by December 1 of the prior calendar year (January 1-December 31) of retirement.
6. Beneficiary: Employee designated beneficiary of the Term Life Insurance Program that is provided at District expense will be paid the lump sum monies in accordance with F above in the event of death. The claim will be paid as soon as practical.

B. Bereavement Leave

1. Leave without loss of pay shall be allowed as follows: Up to three (3) days leave of absence without loss of pay is allowed for death in the immediate family. For purposes of this section, "Immediate family" means spouse, children, stepchildren, father, mother, father-in-law, mother-in-law, brother, sister, brothers-in-law, sisters-in-law, grandparents, grandchildren and anyone living in the household.
2. Bereavement leave days are not cumulative from year to year.

C. Personal Leave

1. Employees shall be allowed to use up to two (2) days of accrued sick leave for any reason, deducted from their accumulated sick days. School Secretaries are entitled to use up to one (1) additional day of their accumulated sick days for any reason.
2. Personal days may only be taken on the day before or after a holiday or vacation period for bona fide emergencies beyond the employee's control.
3. Employees must obtain the approval of their Supervisor at least ten (10) days in advance to allow the administrator to make necessary arrangements, except in an emergency.
4. Personal days may be taken in full or half-day increments.
5. Unused days shall not carryover.
6. Prior approval of the Superintendent is required, except in case of an emergency. Employees must provide 5 days' notice of intent to use personal leave day.
7. Any employee whose religious affiliation requires the observation of holidays other than those scheduled in the school calendar shall be entitled to use personal leave which shall not be subject to the restrictions above. In the event an employee has exhausted personal leave, the employee shall be excused without pay by the Building Administrator.

D. Legal Proceedings Leave

1. Employees shall be granted leave for jury duty. If an employee is released from jury duty during work hours, they are expected to contact the immediate supervisor and return to work if required.
2. No employee shall suffer loss of pay or benefits as a result of fulfilling jury duty obligations and/or when subpoenaed to appear in court. The employee shall turn over to M.S.A.D. #49 any fees received, less expenses incurred during performance of duty.

G. Extended Medical Leave.

An employee who exhausts their sick/vacation leave and requires additional leave on an unpaid basis must apply for an extended unpaid medical leave of absence subject to approval by the Superintendent. The Superintendent may require medical certification to substantiate the need for an unpaid medical leave of absence. The Superintendent may grant an employee an amount of unpaid leave that is appropriate in the circumstances and may extend a period of unpaid leave previously granted; provided, however, that the maximum period of leave granted under this section shall be twelve (12) months unless a different period is required by law. The Superintendent may require the employee to provide periodic medical updates to substantiate the continuation of the leave granted.

## H. Unpaid Leave

1. A leave of absence without pay at the discretion of the Board may be granted by the Board for good reason. All requests for leave of absence shall be in writing. All extensions or renewal of leaves shall be applied for and, if granted, shall be in writing. Employees out for the remainder of any fiscal year with approved absence shall indicate their intentions for the next year prior to July 1st. Individuals will be guaranteed position within job classification upon return.
2. Parental Leaves: Parental leave shall be granted in accordance with State and Federal Statutes.
3. Medical: Medical leave shall be granted to the employee upon proof by their physician that the employee is unable to perform their job.
4. Military Service: Any employee who is a member of a reserve force of the United States or of this State, and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State, shall be granted a leave of absence during the period of such activity.
5. Education: Employees, with the approval of their direct supervisor and the Superintendent, may be granted leaves of absence for educational purposes not to exceed one (1) month in any calendar year to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

## ARTICLE 9 – VACATION

- A. Full-Year Employees in the following classifications are entitled to vacation:
  - Custodian
  - Maintenance
  - Support Service Personnel
  - Mechanic
  - Food Service Managers
- B. Vacations shall be scheduled during times when school is not in session, except that the appropriate Director shall approve vacations during other periods of time that do not disrupt operations of the school district in the Director's discretion. School-Year employees may only take vacation during the school year.

C. The vacation period (7/1 - 6/30) for each employee shall be determined by mutual agreement between the employee and the immediate supervisor. It is the responsibility of the employee, not the employer, to ensure use of employee vacation days and to know how many he/she is entitled to use for the fiscal year (7/1 - 6/30). Days not used by June 30th of the fiscal year are lost unless prior written approval has been given by the Superintendent. The number of days of vacation that each employee is entitled to take is based on their overall seniority date. If the employee's anniversary date of hire entitles the employee to additional vacation days during the fiscal year, then these additional days will go into effect immediately after the initial anniversary date. If the anniversary date falls so that the additional days cannot be taken prior to July 1st, then they will be allowed to carry into the following fiscal year.

D. Vacation will be earned as follows:

- (1) Five (5) days paid vacation per year with more than one (1) year employed.
- (2) Ten (10) days paid vacation per year with more than three (3) years employed.
- (3) Fifteen (15) days paid vacation per year for those employed more than five years.
- (4) Twenty (20) days paid vacation per year for those employed more than ten years.
- (5) Twenty-five (25) days for those employed more than twenty (20) years.

## ARTICLE 10 – INSURANCE BENEFITS

A. Health Insurance - The Board agrees to contribute toward a health insurance program for all eligible employees who are regularly scheduled to work thirty (30) or more hours per week.

1. The Board will pay the following monthly premium cost under the MEA Benefits Trust “Choice Plus”, “Standard 500”, and “Standard 1000” plans for coverage:

<b>Choice Plus, Standard 500, Standard 1000</b>	<b>FY 2025, 2026, &amp; 2027</b>
Single	100%
2 Adult	65%
Family	65%
Adult w/ Child	65%

The Board will pay the following monthly premium cost under the MEA Benefits Trust “Standard plan for coverage:

<b>Standard</b>	<b>FY 2025, 2026, &amp; 2027</b>
Single	100%
2 Adult	55%
Family	55%
Adult w/ Child	55%

2. The employee shall be responsible for the balance of the monthly premium.
3. In the event that, during the term of this Agreement, any state or federal legislation or rules are passed or implemented pertaining to health insurance that materially affect the cost, availability, or benefits of the health insurance plan, or the availability of other plans with generally comparable coverage at lower expense, then the parties shall meet and negotiate the impact of such changes. In the event that changes in federal laws, as they relate to the Affordable Care Act (or its successor legislation), places the district in violation or subject to a tax, the Board reserves the right to open this agreement in order to negotiate a resolution.
4. An employee must work at least 120 hours, per month, to be eligible for health insurance reimbursement. Each month shall be reviewed separately to ascertain the employee's hours worked. However, any hours not worked due to protected leave, including but not limited to Family and Medical Leave Act (FMLA) leave, shall be counted as hours worked for the purposes of determining eligibility. Employees who do not meet the minimum requirement of 120 work hours during a month, excluding protected leave, will not be eligible for health insurance reimbursement.
5. School-year employees who wish to be reimbursed in accordance with the above contribution rates during summer break, must work a minimum of 120 hours in each of June, July and August.

B. Life Insurance

Ten thousand dollars (\$10,000) of term life insurance shall be provided for all eligible employees who are regularly scheduled to work thirty (30) or more hours per week.

C. Dental Insurance

The Board agrees to pay on behalf of each employee the full cost of the following family dental plan:

1. The plan shall cover the employee, the employee's spouse, and the employee's dependent child(ren) under the age of 26.
2. For orthodontic work, each covered person shall be reimbursed at the rate of fifty (50) percent for up to a maximum of one thousand five hundred (\$1,500) dollars in a lifetime per person, with seven hundred fifty dollars (\$750) reimbursable.
3. For dental work, each covered person shall be reimbursed in full for the first \$250 in cost each year. Remaining dental work, each year, shall be reimbursed at the rate of fifty (50) percent up to a maximum of two thousand two hundred dollars (\$2,200) for each family group, with one thousand one hundred dollars (\$1,100) reimbursable.

4. The first two hundred fifty dollars (\$250) per person each year and the cost of orthodontic work in any particular year shall be included in the \$2,200 per family group yearly maximum.
5. Employees must submit bills for reimbursement within sixty (60) days of the employee's payment of the dentist/orthodontist. Any bills submitted after sixty (60) days shall not be honored.
6. When the employee's spouse is also employed by the District, each District employee shall be eligible for a separate family dental plan.
7. The Dental Reimbursement Plan is to reimburse eligible employees for out-of-pocket dental expenses incurred by themselves or eligible dependents. Any out-of-pocket expense for which the employee has already been reimbursed by another source, or will seek reimbursement from any other source, is not eligible for reimbursement under this plan.

D. Legacy Insurance Coverage

Withstanding the above, for all personnel hired before 3/20/98 who have remained in continuous employment with the District, the Board agrees to pay the full cost of a health plan of the District's choice for the duration of this agreement (personnel to pay for coverage during summer months (2) when not working for MEA Choice Plus and other plans). The Board agrees to pay on behalf of all employees hired after the date of 3/20/98, the following percent per year towards the cost of a health plan as recognized by the Board. This benefit is limited to the health plan and coverage level selected by qualifying employees at the time of execution of this contract. An employee who elects to change their plan or increase their coverage level (e.g., from single to family coverage) will no longer be eligible to maintain the full-cost coverage benefit described above and will be responsible for any additional premium costs associated with the new plan or coverage level.

## ARTICLE 11 – WAGES

- A. Employees shall be paid hourly wages as specified in Appendix A.
- B. If an employee works in any classification outside of their hired position, they will be paid at the higher hourly rate.
- C. Employees shall be paid bi-weekly. Accurate time clock entries must be completed on a weekly basis.

- D. Upon appropriate written authorization from the employee, the Board shall deduct from the payroll check of any employee and make appropriate remittance for insurance and other plans and programs approved by MSAD No. 49.
- E. Employees shall be required to utilize direct deposit.
- F. Employees who work regularly scheduled hours for the school year shall be paid either as earned or in twenty-two (22) equal installments. The amount to be averaged shall be based on the member's anticipated school year pay. By selecting a pay averaging option, the employee is voluntarily selecting to have compensation deferred over a period longer than the duty period. Employees shall make their election at the start of the school year and may not change their election for the duration of the work year. Adjustments for additional hours beyond the employee's regular schedule or for loss of hours from the member's regular schedule shall be made from the employee's wages for the pay period in which the additional work or loss of work occurred. Employees hired mid-year shall have their pay averaged in proportion to the remaining work year. If, because of mid-year termination or separation, the amount an employee receives under this pay averaging system is more than the member has earned, such overage shall be withheld from their last pay check. If the employee receives less than their paid hours times their rate of pay under this pay averaging system, the Board will pay such underpayment to the employee in their last check.

## **ARTICLE 12 – DISCIPLINE**

Disciplinary action shall include the following:

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

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

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

At the Superintendent's discretion, a single occurrence of oral and written reprimand will not be considered in subsequent discipline if three or more years have elapsed since the issuance of that discipline.

## **ARTICLE 13 – GRIEVANCE PROCEDURE**

### **A. PURPOSE**

The Board and the Association agree that the purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise affecting employees. These proceedings shall be kept confidential as may be appropriate at all levels.

### **B. DEFINITIONS**

1. A "grievance" is a claim by an employee or the Association that there has been a violation, inequitable application, misinterpretation, misapplication of this agreement or of established Board policy.
2. A "Grievant" is an employee(s) or the Association making a grievance.
3. "Days" shall mean working school days during the school year and Monday through Friday during the summer; excluding legal holidays or days the central office is closed.

### **C. INFORMAL GRIEVANCE PROCEDURE**

Before submitting a formal grievance, the grievant(s) should first attempt to resolve the matter with their immediate supervisor. If the grievance is not satisfactorily resolved informally, the grievant(s) may submit a formal grievance in writing.

### **D. SUBMISSION OF GRIEVANCES**

1. A formal grievance shall be submitted in writing within twenty (20) days after the event(s) or condition(s) on which the grievance is based or within twenty (20) days of when the event(s) or condition(s) could reasonably have been known.
2. Grievances shall be signed by the grievant or their Association Representative.

## E. FORMAL GRIEVANCE PROCEDURE

### LEVEL ONE - SUPERVISOR

1. In the event satisfactory resolution is not achieved through the informal procedure, the grievant, may present the claim as a formal grievance in writing to their Supervisor or Supervisor's designee.
2. The Supervisor/designee shall, within ten (10) days of receipt of the written grievance, meet with the grievant for the purpose of resolving the grievance. Within ten (10) days of the meeting, the Supervisor/designee will render a decision and the reasons therefore in writing to the grievant with a copy to the Association.

### LEVEL TWO – SUPERINTENDENT OF SCHOOLS

1. If the grievance is not satisfactorily resolved at Level One, the grievant, within ten (10) days after receipt of the Supervisor/designee's written answer at Level One, may appeal the grievance in writing to the Superintendent of Schools at Level Two.
2. The Superintendent or designee shall, within ten (10) days after receipt of the grievance, meet with the grievant and representatives of the Association for the purpose of resolving the grievance.
3. The Superintendent or designee shall, within ten (10) days after the meeting, render their decision and the reasons therefore in writing to the grievant and the Association. Should the Superintendent/designee fail to respond within ten (10) days, the grievance will be automatically appealed to the Board of Directors.

### LEVEL THREE - BOARD OF DIRECTORS

1. If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may, within ten (10) days after receiving the Superintendent/designee's response, appeal the grievance to the Board at Level Three.
2. The Board shall meet with the grievant and/or the Association for the purpose of resolving the grievance within thirty (30) days after receipt of the appeal. The Chairman of the Board shall determine whether to schedule any such appeal for an executive session at the next regular Board meeting or at a special meeting. The Board shall issue a written decision and the reasons therefore within ten (10) days after meeting with the grievant and the Association.

### LEVEL FOUR - IMPARTIAL ARBITRATION

1. In the event a grievance is not satisfactorily resolved at Level Three and the Association determines the grievance has merit, the Association may submit the grievance to arbitration by serving written notice to the Board within ten (10) days after receipt of the Level Three decision. The Superintendent and the Association, or their designees, shall within ten (10) 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 ten (10) days, the Parties may call upon the American Arbitration Association or the Labor Relations Connection to select an arbitrator in accordance with its rules.
2. The arbitrator selected shall confer promptly with the representatives of the Board and the Association to schedule the arbitration hearing. The arbitrator shall render their decision in writing to the parties, setting forth their findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator shall have no power or authority to make a decision that violates the law or the terms of this Agreement. The Parties agree to accept the arbitrator's award as final and binding on the parties, subject to judicial review as provided by law.
3. The costs of the services of the arbitrator shall be shared equally by the Board and the Association.

#### F. GENERAL GRIEVANCE TERMS

1. The number of days indicated at each step of the formal procedure should be considered as a maximum and an effort should be made to expedite the process. The time limits specified, however, may be extended by written mutual agreement.
2. Except for the decision resulting from arbitration or settlement, all documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. All meetings conducted pursuant to this Article shall be conducted in private or in executive session, except as mutually agreed otherwise by the parties.
4. A grievant may be represented at any level of the grievance procedure only by an Association Representative. Should the grievant decline representation by the Association, the Association will have the right to be present at all stages of the procedure.

5. No reprisals of any kind will be taken by the Board, the Association, their representatives, or the school administration against any employee because of their participation or non-participation in the grievance procedure.
6. An employee may at any time present their grievance to a supervisor and have such grievance adjusted without the intervention of the Association, so long as the adjustment is not inconsistent with the terms of this agreement and the Association has been given reasonable opportunity to be present at any meeting of the parties called for the resolution of such grievance.
7. The Board shall promptly forward to the Association a copy of any submitted written grievance and any written material accompanying the grievance. This requirement is waived in the case of grievances filed by the Association, or employees who are represented by the Association.

#### **ARTICLE 14 – PERSONNEL FILE**

- A. The Board shall maintain, for official school unit purposes, a personnel file for each employee in accordance with 20-A M.R.S.A. Sections 6101-6102. These files shall be kept under conditions that ensure their integrity and safekeeping. Personnel files shall contain copies of personnel forms, official correspondence to and/or from the employee, written evaluations and other appropriate material relating to the employee's employment.
- B. An employee shall have the right to examine their personnel file in the presence of an administrator/designee during normal business hours of the office where the file is kept within two (2) working days of the request. Upon request, an employee may obtain one copy of their personnel file without cost (except for confidential references) one time per year. Additional copies shall be at the employee's or Association's expense.

#### **ARTICLE 15 – MISCELLANEOUS**

- A. Embodiment of Agreement Clause: Neither party to this contract shall be required by the other to engage in mid-term bargaining over non-mandatory subjects of bargaining or over any matter that is "covered by" this Agreement, or to re-negotiate any of its terms. Following the implementation of Department of Labor's final rules and regulations relating to the Maine Paid Family and Medical Leave Act, either the Board or the Association may request to reopen the leave provision(s) of the collective bargaining agreement for the purpose of negotiating issues relating to the impact of the Maine Paid Family and Medical Leave Act. Upon written receipt of a reopener request, the Association and Board negotiators shall meet within ten (10) days or at a mutually agreed date to negotiate. Any agreement reached shall

be subject to ratification by the Board and the Association and shall be attached to this Agreement.

- B. Severability: In the event that any provision of this Agreement is found to be in conflict with any state, federal or other applicable law, such law(s) shall prevail and such provision of the Agreement shall be considered invalid and void. Such invalidity shall not affect the validity of the remaining provisions of the Agreement that shall remain in full force and effect.

A copy of this Agreement shall be made available on the District's webpage.

## **ARTICLE 16 – DURATION OF AGREEMENT**

This Agreement shall be effective as of December 5, 2024, and shall continue in effect until June 30, 2027. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated above.

## APPENDIX A WAGE SCALE

Classification	FY23/24	FY 24/25	FY 25/26	FY 26/27
<b>Bus Driver</b>	<b>\$ 20.47</b>	<b>\$ 23.79</b>	<b>\$ 25.71</b>	<b>\$ 27.53</b>
<b>Custodian</b>	<b>\$ 20.13</b>	<b>\$ 21.98</b>	<b>\$ 23.76</b>	<b>\$ 25.44</b>
<b>Support Service Worker</b>	<b>\$ 20.90</b>	<b>\$ 23.79</b>	<b>\$ 25.71</b>	<b>\$ 27.53</b>
<b>Maintenance/Mechanic</b>	<b>\$ 25.04</b>	<b>\$ 27.41</b>	<b>\$ 29.63</b>	<b>\$ 31.72</b>
<b>Maintenance Coordinator*</b>				
<b>School Secretary</b>	<b>\$ 20.02</b>	<b>\$ 21.86</b>	<b>\$ 23.63</b>	<b>\$ 25.31</b>
<b>Food Service Manager I</b>	<b>\$ 18.97</b>	<b>\$ 20.69</b>	<b>\$ 22.37</b>	<b>\$ 23.96</b>
<b>Food Service Manager II</b>	<b>\$ 18.48</b>	<b>\$ 20.16</b>	<b>\$ 21.79</b>	<b>\$ 23.34</b>
<b>Food Service Cook</b>	<b>\$ 17.05</b>	<b>\$ 18.50</b>	<b>\$ 20.00</b>	<b>\$ 21.42</b>
<b>Food Service Baker</b>	<b>\$ 17.54</b>	<b>\$ 19.13</b>	<b>\$ 20.68</b>	<b>\$ 22.15</b>
<b>Food Service Assistant</b>	<b>\$ 16.76</b>	<b>\$ 18.25</b>	<b>\$ 19.74</b>	<b>\$ 21.14</b>
<b>Food Service Assistant II (delivery and Support)</b>	<b>\$ 17.54</b>	<b>\$ 19.12</b>	<b>\$ 20.67</b>	<b>\$ 22.14</b>

\*The District reserves the right to continue to administer preexisting stipends, and, when circumstances warrant, additional stipends. The District will inform the Association of this activity.

Longevity Years of Service	Dollars
10	0.15
15	0.25
20	0.4
25	0.5

This Collective Bargaining Agreement is entered into on December 5, 2024, by and between the Board of Directors of Maine School Administrative District No. 49, and Council #93, American Federation of State County and Municipal Employees, AFL-CIO, representing Bus Drivers, Cooks, Custodians, Food Services Assistants, Food Services Assistants II, Food Services Bakers, Food Services Manager I, Food Services Manager II, Head Custodian, Maintenance, Maintenance Coordinator, Maintenance Mechanic Lead, Mechanics, Secretaries, and Support Service employees.

This Agreement reflects the full and complete understanding between the parties and supersedes any prior agreements, whether written or oral.

In witness whereof, the undersigned have executed this Agreement:

<p>Signed by: By: <u>Eric Cyr</u> Date <u>12/10/2024</u> Eric Cyr President Employee Association</p>	<p>Signed by: By: <u>Karen Kusiak</u> Date <u>12/10/2024</u> Karen Kusiak School Board Chair MSAD 49</p>
<p>Signed by: By: <u>John Nuttal</u> Date <u>12/10/2024</u> John Nuttal Association Representative AFSCME</p>	<p>Signed by: By: <u>Terry Knowles</u> Date <u>12/10/2024</u> Terry Knowles Board Negotiator MSAD 49</p>