

T.A.

PROPOSALS TO AMEND THE

AGREEMENT

BETWEEN

MSAD #58 BOARD OF DIRECTORS

AND

COUNCIL 93, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME)
AFL-CIO

JULY 1, 2021~~18~~ - JUNE 30, 2024 24

ARTICLE II

CHECK OFF

Current Contract except change paragraph 1 to read as follows and add two new paragraphs to read as follows

The Board agrees to deduct the Union membership dues each payday from the pay of those employees who individually request in writing that such deductions be made. **During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.**

When filed with the employer, the authorization form will be honored in accordance with its terms, Deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, an employee payroll roster will be submitted within two business days via electronic means utilizing a google doc format, including any employee in a bargaining unit that is not having dues deducted. The amount to be deducted shall be certified by the Superintendent of Schools and the Treasurer of the Union, and the aggregate deductions of all Union employees shall be remitted, together with an itemized statement, to the Treasurer of Council No. 93, on or about the fifteenth (15th) day of the succeeding month, after such deductions are made. The Union shall indemnify and save Maine School Administrative District No. 58 and its employees harmless against all claims, suits, which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

This electronic employee payroll roster must include, employee id numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date. This should be sent to duesrosters@afscme93.org.

Employee Rosters

Upon signing of this agreement, and yearly thereafter, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employees legal name, home address, phone number, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email address and work phone number. Each month the Employer shall also electronically transmit a list of all new hires, any terminated, or transferred employees during the month.

The Board agrees to deduct fees related to Council No. 93 wage protection upon presentation of an itemized statement. The Union shall indemnify and save the Maine School Administrative District No. 58 and its employees harmless against all claims, suits, which may arise by reason of any action taken regarding wage protection deduction.

Authorization for such deductions shall be irrevocable for the term of this Agreement.

ARTICLE III

WORK SCHEDULE

Current Contract except add a new paragraph to read as follows

Employees will be paid for their normally schedule hours during the case of a snow day, provided the employee is not otherwise unavailable (i.e. a sick day or comp time has been requested) Employees will arrive at work, when roads allow for safe travel. In order to be paid for their normally scheduled hours during the case of a snow day, employees must work a minimum of four hours (which can extend up to their typical work hours) and complete work until required tasks necessary to guarantee the safe arrival of other staff and students is complete .

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ARTICLE VI

OVERTIME AND EXTRA WORK

Current Contract except change Section 1 A ,Section C. 1 and Section C. 5 to read as follows:

The Employer may authorize overtime at its discretion. No employee shall work overtime without prior approval from the Superintendent, Building Principal, or the Director of Maintenance / Transportation. For purposes of overtime, hours worked shall mean hours actually worked and time spent on approved bereavement leave and recognized holidays.

- A. The rate of one and one-half (1 1/2) the employee's regular hourly rate shall be paid for all hours worked in excess of forty (40) in any one week.
- C. Overtime shall be distributed as equally as possible in accordance with the overtime roster, subject to the following:
 - 1. Overtime, which is considered specific to a particular building, will be distributed among the employees regularly assigned to the concerned building, provided that said employees have the necessary qualifications for the overtime assignment. Bargaining Unit employees designated by the District shall be assigned to perform weekend building checks. The guidelines and scheduled rotation for determining these checks will be established by the Building and Grounds Supervisor. Employees assigned to perform building checks on the weekend shall be compensated for a minimum of 2 hours of pay per building check.
 - 5. All work over forty (40) hours in one week may be used as "Comp. Time" in lieu of being paid time and one-half. For each hour of time worked over forty (40) in one week, employees will be entitled to one and one-half hours of "Comp. Time." Record of "Comp. Time" will be kept in the Central Office. Once "Comp. Time" has been recorded as such, it cannot be used as anything else. "Comp. Time" may be accumulated to a total of up to forty (40) hours. "Comp. Time" must be used within six weeks of the end of the school year. "Comp. Time" shall not be used on school days unless extenuating circumstances are

approved by the Superintendent. At the end of the July, any accumulated but unused "Comp. Time" shall be paid to employees.

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ARTICLE VIII

HOLIDAYS

Current Contract except update the actual day of the holiday and add Juneteenth Day

T.A. 6/28/21

ARTICLE XI

PERSONAL LEAVE

Current Contract except change paragraph 1 to read as follows:

Two (2) days for school year employees and Three (3) days for year round employees of personal leave without loss of pay shall be available for situations which require absence for the purpose of transacting or attending to personal or legal business, or family matters. Personal days may be accumulated from year to year to a maximum of five (5) for school year employees and six (6) for year round employees. Personal leave may not be taken for recreational reasons or used to accept employment from another employer outside of the District.

Approval must be requested from the immediate supervisor. Employees will attempt to give the supervisor reasonable notice.

Accumulated personal days will be paid upon retirement and/or leaving employment in good standing.

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ARTICLE XVI

WAGES

Current Contract except change Section C. to read as follow:

C. 403(b) Plan-

Employees may contribute to a 403(b) plan in accordance with the policies of the District. The District agrees to contribute a seventy-five percent (75%) match of employee contributions to the

extent of a maximum district match of ~~\$1,000.00~~ **\$1,500.00** during the fiscal year commencing July 1, 2015. This benefit will be pro-rated for part-time employees.

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ARTICLE XVII

SICK LEAVE

Current Contract except change Section A , paragraph 2, 4 and Section C to read as follows:

A. Allowance

Any employee contracting or incurring sickness or disability not covered by Workmen's Compensation, which renders such employee unable to perform the duties of the employee's work assignment, shall receive sick leave with pay, provided the employee has accumulated sick time available. Upon written notice from the Superintendent an employee may be required to provide medical evidence for sick leave after three (3) consecutive days of absence.

New employees shall be eligible for sick leave after **one hundred (100)** ~~and eighty (80)~~ days of service with the employer. Each employee shall be allowed one (1) day of sick leave for each month of service. An employee shall earn sick leave for any month in which the employee is compensated for at least forty (40) hours of work. Part time employees shall earn pro-rated sick leave based on the employee's number of regularly scheduled hours of work.

Whenever possible, Employees will schedule routine appointments, routine treatments and elective procedures for non-school days. If these appointments must be schedule during a school day then permission may be granted by the Superintendent for extenuating circumstances. The employee may be required to provide an explanation for the extenuating circumstance.

Employees who have reached their total accumulated sick leave days of one hundred forty (140) and did not use all the days awarded them for the school year shall receive an incentive of ~~ten dollars (\$10.00)~~ **twenty dollars (\$20.00)** for each unused sick day, the amount of which will be awarded by June 30th.

Employees that do not use any sick days in a year shall receive an incentive award of \$100.00 for that school year, the amount of which will be awarded by June 30th.

C. Unused Sick Days

Employees shall be compensated in cash for any accumulated unused sick leave not to exceed ninety (90) days, when they are permanently separated from employment as a result of retirement or death. In the event of death, payment is to be made to the estate of the employee. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation. For budgeting purposes, the payment for unused sick days under this section shall be made on the first payroll of July of the next fiscal year after the employee separates from employment.

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ARTICLE XIX
GENERAL PROVISIONS

Current Contract except change Section D, paragraph 2 to read as follows:

D. Uniforms and Protective Clothing

Employees are required by the Board to wear a uniform, such uniform, any required protective clothing, or protective device shall be furnished to the employee by the Employer; the cost of replacing the uniform or protective clothing when not in proper working condition shall be paid by the Employer. Regular and all appropriate maintenance of an employee's uniform is the responsibility of the employee, and the Superintendent may, at any time, require the return of clothing which is not presentable to the school community or to the public.

Uniforms remain the property of the employee. The employer shall allow a maximum allotment of \$350.00 per year for full-time employees and \$175.00 per year for part-time employees. ~~The employer will provide a catalog and order sheet with available options for the uniforms. The employee may seek a variance from the order form with prior approval from the employer.~~

Uniforms are defined as proper outerwear and footwear required for professional appearance and performance of the identified job. Uniforms are to be blue in color for shirts/jackets and blue or khaki color for pants.

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Wage Scale

**AFSCME Pay
Proposal for
2021-2024**

Classification

	2020-21	7/1/2021	7/1/2022	7/1/2023
Custodian				
New	\$ 14.84	\$ 15.29	\$ 16.51	\$ 17.83
up to 6 months	\$ 14.99	\$ 15.44	\$ 16.67	\$ 18.01
2nd year	\$ 15.12	\$ 15.57	\$ 16.82	\$ 18.17
3rd year	\$ 15.43	\$ 15.89	\$ 17.16	\$ 18.54
5th year	\$ 15.92	\$ 16.40	\$ 17.71	\$ 19.13
7th year	\$ 16.30	\$ 16.79	\$ 18.13	\$ 19.58
Driver				
New	\$ 15.12	\$ 15.57	\$ 17.60	\$ 19.89
up to 6 months	\$ 15.26	\$ 15.72	\$ 17.76	\$ 20.07
2nd year	\$ 15.43	\$ 15.89	\$ 17.96	\$ 20.29
3rd year	\$ 15.72	\$ 16.19	\$ 18.30	\$ 20.68
5th year	\$ 16.11	\$ 16.59	\$ 18.75	\$ 21.19
7th year	\$ 16.53	\$ 17.03	\$ 19.24	\$ 21.74
Driver/ Custodian				
New	\$ 15.12	\$ 15.57	\$ 17.60	\$ 19.89
up to 6 months	\$ 15.26	\$ 15.72	\$ 17.76	\$ 20.07
2nd year	\$ 15.43	\$ 15.89	\$ 17.96	\$ 20.29
3rd year	\$ 15.72	\$ 16.19	\$ 18.30	\$ 20.68
5th year	\$ 16.11	\$ 16.59	\$ 18.75	\$ 21.19
7th year	\$ 16.53	\$ 17.03	\$ 19.24	\$ 21.74

Mechanic/ Maintenance

New	\$	16.49	\$	16.98	\$	19.02	\$	21.31
up to 6 months	\$	16.62	\$	17.12	\$	19.17	\$	21.47
2nd year	\$	17.01	\$	17.52	\$	19.62	\$	21.98
3rd year	\$	17.32	\$	17.84	\$	19.98	\$	22.38
5th year	\$	17.74	\$	18.27	\$	20.46	\$	22.92
7th year	\$	18.19	\$	18.74	\$	20.98	\$	23.50

Creditable service may be given for up to the 3rd year rate

NOTES:

Current Contract except change Section 5 , 6 and add a new Section 7 to read as follows:

1. All new hires for driving positions will have 6 months in which to earn a school bus driver's license unless exempted by a temporary specific disability. If the employee is attempting to obtain their license, the employer may extend the timeframe.
2. All custodians, custodian/driver, or utility person/maintenance will be paid at the maintenance rate for the first pay period in December in lieu of claiming that rate for minor maintenance work during the year.
3. Employees working in areas for which they are certified or licensed will be paid an extra \$0.75 per hour. This does not include a license to operate a School Bus.
4. If the employer reinstates the Utility Person job classification, the parties agree to enter into negotiations for wages. All other provision of this Collective Bargaining Agreement will apply for the Utility Person job classification.
5. Employees with 8 years but less than ~~25~~ **20** years of experience, will receive an additional one (1 %) percent pay increase over the 7th step wage rate.
6. Employees with 20 **year but less than 25** ~~25 or more~~ years of service will receive an additional five (5) ^{SHS} ~~three (3)~~ _{KLJ} percent pay increase over the 7th step wage rate. ~~(the 5 percent includes the 2% from the vacation table).~~
7. **Employees with 25 or more years of service will receive an additional six (6) percent pay increase over the 7th step wage rate.**

APPENDIX B

Current Contract except update the list to read as follows:

The following is a list of the so-called "non-roving" employees who were hired prior to July 1, 2001 and who fall under the provisions of Article IX:

1. ~~Kathleen Howard~~

2. Adrah Taylor

3. Victoria White

4. Michael White

5. Head Mechanic receives an extra \$1.50 per hour. ~~This will be grandfathered for the current head mechanic but expire upon his retirement or resignation.~~

6. ~~Richard David will be redcircled at his current rate (\$15.58) hour until the contracted wage rate equals or exceeds this amount.~~

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Earned Paid Leave (E.P.L.)

At the start of each new school year employees will be credited with up to forty (40) hours of E.P.L. time. These hours will be front loaded by the utilization of hours from the employee's sick leave needed to meet the statutory requirements of M.S.R.S Title 26, Chapter 7, subchapter 2 §637 Earned Paid Leave. These days are separate from personal days and the remaining sick leave days. Employees will select which leave they are utilizing when they submit their request to be absent. Utilization of E.P.L. consists of two purposes: Planned and Unplanned.

For Planned Leave employees should provide at least two (2) weeks advance written notice. Planned Leave is encouraged not to be used on the days immediately before and/

or after a holiday or vacation period, or on any other days determined by the employee's supervisor to conflict with the school unit's operational needs.

Carryover of E.P.L.: Up to forty (40) hours of unused, accrued, E.P.L. may be carried over into the next designated year. Forty (40) hours will be the maximum amount of time any employee will ever accumulate during any given year.

E.P.L. may be utilized in hourly increments.

~~E.P.L. will not be paid out upon separation of employment and it may not be utilized to extend an employee's employment beyond the last day actually worked.~~

For employees who are separating from employment their E.P.L. time will be converted back to sick leave prior to separation. The cash out of time will be in accordance with Article XVII- Sick Leave

T.A.

Kim d. Jordan

7-6-21

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