

# **COLLECTIVE BARGAINING AGREEMENT**

**MSAD # 58 BOARD OF DIRECTORS**

**AND**

**COUNCIL 93**

**AMERICAN FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEE (AFSCME), AFL-CIO:  
Administrative Assistants**

**JULY 1, 2024 - JUNE 30, 2027**

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## Preamble

Whereas Maine School Administrative District 58, (hereinafter referred to as "Employer" or the "Board") and Council #93, American Federation of State, County and Municipal Employees, AFL-CIO Local 2178-01 (Hereinafter referred to as "Union") desire to establish a Constructive, cooperative and harmonious relationship; to set forth the entire Agreement in relation to salaries, wages, hours of work and other terms and conditions of employment; to promote effective services towards the accomplishment of mission of agency; and to establish an equitable and peaceful procedure for the resolution of differences; therefore, this agreement by and between the parties is entered in on July 1, 2024.

## Article I: Recognition

The board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours of work, and other conditions of employment for a unit consisting of all special education administrative assistants, accounts payable, secretaries, guidance secretary/data specialist, administrative assistants, etc. employed by the board for six (6) months or more (hereinafter "employees") and excepting Human Resources, Business Manager, substitutes, contracted services, and those employed in temporary, seasonal or on-call positions.

## Article II: Check-Off

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 fee, COPE contributions from each member of the Union, who voluntarily executes an authorization from 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 Union shall indemnify and save Maine School Administrative District 58 and its employees harmless against all claims, suits, which may arise by reason of any action taken in making deduction of said dues and remitting the same to the Union pursuant of this Article

This electronic employee payroll roster must include employee ID number, 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](mailto: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 employee's 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 phone number. Each month the Employer shall also electronically transmit a list of all new hires, and any terminated, or transferred employees during the month.

The board agrees to deduct fees related to Council # 93 wages protection upon presentation of an itemized statement. The Union shall indemnify and save the Maine School Administrative District 58 and its employees harmless against all claims, and suits, which may arise by reason of any action taken regarding wages protection deduction.

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

### Article III: Work Schedule

The normal work schedule for all administrative assistants/secretaries, guidance secretary/technology, and special education administrative assistant shall consist of five (5) consecutive eight (8) hours days, beginning and ending times to be established by the School Administration, during the school year when students are present. The normal work schedule for accounts payable shall consist of four (4) days a week.

The employer and the union agree to meet to discuss the feasibility of modifying work hours on non student days (such as summer break and school vacation weeks).

Employees will be paid a full day for any early release or late arrival due to a storm day. Employees can leave once all bus routes have been completed unless otherwise directed by their supervisor.

### Article IV: Meal Period

All full-time employees shall be granted a lunch period during the (8) hour workday. The lunch period shall be for one 30-minute paid to be taken when possible at the middle of the workday.

Meal breaks cannot be held to the end of the shift for the purpose of leaving early. Employees are expected to be at their workplace at the beginning of their shift and at the end of their shift. This should not be construed as inhibiting management's rights to change schedules as needed upon reasonable notice to all affected employees. The Union has the right to bargain the impact of any scheduled change.

## Article V: Rest Period

Each full-time employee shall be entitled to twenty-five (25) minute break time during an eight-hour day, but such break needs to be granted during a period of emergency operation affecting the health, safety, and welfare of the students.

## Article VI: Overtime and Extra Work

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

1. The rate of one and one-half ( $1 \frac{1}{2}$ ) the employee's regular hourly rate shall be paid for all hours in excess of forty (40) in any one week.
2. Time and one-half will be calculated based on the employee's regular hourly wage for all hours worked on Sunday, however, time and one-half will be maximum wages per hour.

## Article VII: Vacations

Position	24/25 Vacation Days	25/26 Vacation Days	26/27 Vacation Days
Phillips Elementary Administrative Assistant	10	13	15
Kingfield Elementary Administrative Assistant	15	15	15
Day Mountain Regional Middle School Administrative Assistant	10	13	15
Mt.Abram Area High School Administrative	10	13	15

Assistant			
Accounts Payable	15	15	15
Guidance Secretary/Technology	10	13	15
Special Education Administrative Assistant	10	13	15

1. Scheduling - Vacation dates will be requested by the employee prior to the actual date. Finalization of the requested vacation must be approved by the superintendent. ~~No~~  
Accumulation from Year to Year
  - a. Administrative Assistants and Accounts Payable: Vacation time must be taken within the fiscal years when it is credited, that is, vacation time cannot be accumulated.
  - b. Guidance Secretary/Technology: Vacation time may be accrued, up to 5 days.
  - c. When an employee retires, separates from employment, or passes away, the employee (or the beneficiary or estate upon the employee's death) shall be paid for all unused vacation time that was credited on the immediately preceding July 1st (the commencement of the same fiscal separate from employment which the employee retires/separates/passes whole number).

## Article VIII: Holidays

The following days shall be recognized and observed as paid holidays unless scheduled as school day:

### Accounts Payable and Guidance Secretary/Technology

Holidays	Date Observed		
Independence Day	7/4/24	7/4/25	7/3/26
Labor Day	9/2/24	9/1/25	9/7/26
Indigenous People's Day	10/14/24	10/13/25	10/12/26
Veteran's Day	11/11/24	11/11/25	11/11/26
Thanksgiving Day	11/28/24	11/27/25	11/26/26
Day after Thanksgiving Day	11/29/24	11/28/25	11/27/26
Christmas Day	12/25/24	12/25/25	12/25/26
New Year's Day	1/1/25	1/1/26	1/1/27

Martin Luther King Jr	1/20/25	1/19/26	1/18/27
President's Day	2/17/25	2/16/26	2/15/27
Patriot's Day	4/21/25	4/20/26	4/19/27
Memorial Day	5/26/25	5/25/26	5/31/27
Juneteenth	6/19/25	6/19/26	6/18/27

#### Administrative Assistants

Holidays	Date Observed		
Labor Day	9/2/24	9/1/25	9/7/26
Indigenous People's Day	10/14/24	10/13/25	10/12/26
Veteran's Day	11/11/24	11/11/25	11/11/26
Thanksgiving Day	11/28/24	11/27/25	11/26/26
Day after Thanksgiving Day	11/29/24	11/28/25	11/27/26
Christmas Day	12/25/24	12/25/25	12/25/26
New Year's Day	1/1/25	1/1/26	1/1/27
Martin Luther King Jr	1/20/25	1/19/26	1/18/27
President's Day	2/17/25	2/16/26	2/15/27
Patriot's Day	4/21/25	4/20/26	4/19/27
Memorial Day	5/26/25	5/25/26	5/31/27
Juneteenth	6/19/25	6/19/26	6/18/27

If a holiday is observed on an employee's scheduled day off, the employee shall be paid for the un-worked holiday.

Eligible employees who perform no work on a holiday shall be paid for eight (8) hours time their current hourly rate of pay (straight time).

Eligible employees whose regular work day is less than the standard eight (8) hour day shall be paid their current hourly rate of pay times the number of hours in their regular workday.

## Article IX: Seniority/Layoff

1. Definitions of employment - permanent employees shall refer to anyone who fills a position on either a calendar year or school year basis and has completed any required probationary period for such position.
2. Grandfathered seniority means the employee's length of continuous service with the employer since the employee's last date of hire associated with work covered under this CBA in the school district.
  - a. Which includes the following employees: Paula Coburn, Kathleen Howard, Terry Harnden, Katherine Vining, Catherine Goodwin, Laurie Phillips, and Amanda Haines.
3. All employees hired after July 1, 2024 will have seniority defined as years in the position, based on the hire date for that job classification.
4. Seniority list - Every year during the month of January, the employer shall post a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the local union when it is posted. Any disagreement with the seniority list shall be brought to the attention of the superintendent within thirty (30) days of the posting or the seniority list will be deemed correct until the following January. If two or more employees have the same date of hire, seniority shall be determined by the alphabetical order of the last name of the employees(s).
5. Seniority shall be a factor in all matters affecting transfer, work shift, reduction in force, recall, and vacation preference.
6. Break in continuous service - An Employee's service record shall be broken by voluntary resignation, discharge, retirement, or if any employee accepts promotion to a position outside the bargaining unit and fails to return within three (3) months of the date the employee left the bargaining unit. There shall be no deduction from continuous service for anytime lost which does not constitute a break in continuous service.
7. Promotions and Vacancies – In the event of promotion opportunities within the department, seniority shall be the governing factor, provided that competing employees have equal skills and qualifications. When a vacancy exists within a department, a notice regarding the same shall be provided to all bargaining unit employees and to the Union. The term promotion or the reassignment of the employee - at the employee's request - to a position the employee considers to be in their best interest - regardless -of the rate of pay
8. Posting of Vacancies - Whenever a job opening occurs that the employer elects to fill in an existing job classification or as the result of the development and establishment of new job classification, a notice of such opening shall be posted six (6) working days (or less if mutually agreed upon by the parties) prior to advertisement outside the district. Posting shall be set to all bargaining unit members via email.
9. During this six (6) day posting period employees who wish to apply for the open position or job, including employees on layoff may do so. The application shall be in writing and submitted to the direct supervisor.



10. Assignment and Transfers - When a reassignment or transfer is deemed by the Superintendent to be necessary, assignments will be made on a voluntary basis first, provided that the employee volunteering must possess the skills and qualifications to perform the work in the new position. If no qualified employee volunteers then the determination of the employee to be reassigned or transfers shall be made on the basis of:

- a. The inverse length of continuous service in MSAD 58; and
- b. Qualifications and skill as determined by the Superintendent. In the event that employees' skills and qualifications are equal, then the person with the lowest seniority shall be selected for reassignment or transfer.

At least one week prior to the date of the involuntary transfer or reassignment is to take effect, the Superintendent shall provide the affected employee and the Union with written notification explaining the need for the transfer. It is understood that nothing in this section shall restrict the Employer's right to resign or transfer an employee for disciplinary reasons, in which case the reassignment or transfer may be made unless the decision is arbitrary and capricious.

Notwithstanding anything to the contrary in this Agreement all bargaining unit employees as of July 1, 2001 will be grandfathered and will be considered "non-roving" employees and will thus retain their current building assignment unless a transfer to a new assignment is deemed necessary for disciplinary reason, in which case the transfer may be made unless the decision to transfer is arbitrary and capricious. A list of all such grandfathered employees is attached hereto as Appendix B. Any employee hired after July 1, 2001, may be classified roving position at management's option, as long as it is not done in an arbitrary and capricious manner

11. Reduction in Force - "Reduction in Force" (hereafter "RIF") shall mean the discontinuance of employment of any bargaining unit employee for financial or program reason as determined by the Board.

- a. The Superintendent will notify the Union of the pending elimination of any position. The final decision as to whether to eliminate or retain the position(s) remains the sole and exclusive prerogative of the Board.
- b. In the event that the Board decides to eliminate any bargaining unit position(s), it shall give the Union prompt written notice of the Position(s) to be eliminated.
- c. In the event of a RIF, the Board shall select the employee(s) to be laid off in the inverse order of their seniority on the seniority list. Seniority will be the determining factor unless the least senior employee has unique skills or qualifications beneficial to the district.
- d. Employees affected by a RIF or school closure who are displaced by the elimination of bargaining unit position shall be permitted to displace the least senior person, provided that the employee seeking to transfer has the skills and qualifications required for that position

12. Employees who are to be laid off due to a reduction in force shall receive at twenty (20) working days written notice.
13. Recall - Employees shall be recalled from layoff according to their seniority. No new employees shall be hired within the bargaining unit until all employees on layoff status during their return to work have been recalled. A layoff employee's recall rights shall expire two (2) years after the date of layoff. Any laid-off employee who has been called back to work shall be reinstated without loss of seniority and will retain the employee's state of pay in the pay scale system, as well as any accumulated sick day.
14. Employees who are laid off shall have no bumping right, but may, in addition to their recall right under paragraph 9, request a transfer or reassignment to another vacant job in service of the employer, if one is available. The board or its designee may approve the transfer or reassignment provided the individual is qualified for the job, there is adequate funding for the position, and the transfer or reassignment is in the best interests of the school system.
15. In the event that a transfer occurs in which two employees agree to the transfer no opening is created and no posting is necessary.

## **Article X**

### **Bereavement Leave**

A maximum of five (5) working days, not necessarily consecutive, will be granted to each employee for the death in the immediate family. The definition of the immediate family for the purpose of this article shall be as follows: The immediate family includes - father, mother, wife, husband, grandchildren, children, brothers, sisters, great grandparents, grandparents, mother & father-in-law, sister & brother-in-law. If in the opinion of the Superintendent, a relationship exists similar to that of the family relationship, this leave may be granted. The day(s) shall not be deducted from sick leave.

## **Article XI**

### **Personal Leave/Earned Paid Leave (EPL)**

1. Personal leave
  - a. Two (2) days for 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 leave may not be taken for recreational reasons or accept employment from another outside of the district.
  - b. Approval must be requested from the immediate supervisor. Employees will attempt to give reasonable notice.
  - c. Any unused personal days will be paid out at the end of the school year.

## 2. Earned Paid Leave

- a. At the start of each new school year employees will be credited with up to forty (40) hours of EPL time. These hours will be front-loaded by the utilization of hours from the employee's sick leave needed to meet the statutory requirement 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 EPL consists of two purposes: planned and unplanned.
- b. 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 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.
- c. EPL may be utilized in hourly increments.
- d. For employees who are separating from employment their EPL time will be converted back to sick leave prior to separation. The cash out of time will be accordance with Article XVII - Sick Leave

## Article XII: Employee Rights

### 1. Protection from Disciplinary Action

- a. After successful completion of the probationary period, no employee shall be discharged or disciplined in writing without just cause. For purposes of this provision, the probationary period is 12 months
- b. By way of clarification, this provision does not apply to the non-renewal or dismissal of a probationary employee
- c. A Department Head may, with the approval of the Department Head's Supervisor, take disciplinary action to include the following:
  - i. Oral reprimand
  - ii. Written reprimand
  - iii. Suspension for a reasonable length of time (in writing)
  - iv. Discharge (in writing)
- d. The following causes shall be subject to such discipline:
  - i. Insubordination
  - ii. Misconduct during working hours
  - iii. Intoxication
  - iv. Offenses against the law
  - v. Falsifying any reports
  - vi. Sleeping on the job

- vii. Harassment
    - viii. Any other just cause
  - e. The listing of actions above is not to be construed as being necessary in progression or limiting the Board's or its designee's discretion regarding what action to take.
  - f. The employee involved shall be entitled to representation by the Union at all levels of recorded discipline, if the employee so chooses.
2. Personal Files
- a. Employees shall have the right, upon request, to review the contents of their personnel file. An employee shall also have the opportunity to review and rebut any material placed in their personal file derogatory to their conduct, service, character, or personality. Such rebuttal shall be provided to the Superintendent of Schools within twenty (20) days of their receipt of the copy of the material. Any rebuttal submitted by an employee within this time period will be included in their personal file and affixed to the challenged material
  - b. Upon request of an employee, written reprimands may be removed from the employee's personal file by mutual agreement of the employee and the Superintendent after twenty-four (24) months from the date of reprimand, provided the incident giving rise to the reprimand has not re-occurred during the progressive discipline after this twenty-four (24) month period.
  - c. An employee shall be given a copy of all evaluations and any disciplinary material placed in the personal file.

## Article XIII: Settlement of Disputes

### Grievance and Arbitration Procedure

1. Purpose: For the purpose of this Agreement the following procedure is to secure at the lowest possible level solutions to disagreement or disputes between the Board and any employee or group of employees.
  - a. A "grievance" is a difference of opinion regarding the meaning and application of the provisions of this contract, or regarding the compliance of either party hereto with any of its obligations under this contract.
  - b. An "aggrieved person" is a person or persons making the claim.
  - c. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against action might be taken in order to resolve the claim.
  - d. "Days" shall mean weekdays, exclusive of holidays and storm days.
2. Timelines: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however,

be extended by mutual agreement. A grievance will be deemed waived unless submitted in writing fourteen (14) days after the aggrieved party knew or should have known of the events or conditions constituting alleged grievances. The failure on the part of the aggrieved person to observe the time limit set forth herein shall constitute a waiver of the grievance.

3. Grievance Procedure:

- a. In order to adjust a grievance, the employee shall present the employee's complaint, in writing, to the employee's supervisor within seven (7) days following the treatment, act, or condition, which is the basis of the grievance. Said supervisor shall provide a written reply within seven (7) days of grievance presentation.
- b. The employee may appeal the decision to the Superintendent in writing within seven (7) days after the supervisor's decision is due. The Superintendent shall reply within seven (7) days. All appeals shall be presented in writing.
- c. To carry an appeal to the Board, an employee shall submit the complete records thus far accumulated plus the employee's written reason for said appeal to the Superintendent of Schools, who shall notify the Chairperson of the Board within seven (7) days and the Chairperson shall determine whether to schedule appeal for an executive session at the next regular meeting or a special meeting.
- d. At this point prior to an official hearing or meeting of the Board, at which time the grievance is being resolved, shall the employee concerned or other employees, discuss with members of said Board, or any of them, the subject of the employee's grievance or matters relating to the substance of the grievance.
- e. Nothing in these sections denies the right of the employee to secure advice, counsel, and representation from any person and/or the appropriate committee of the employee's association concerning the alleged grievance, which shall have the responsibility of following the appropriate administrative channels.
- f. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Board, by written notice to the other, request binding arbitration. The parties agree to attempt to select a single arbitrator to arbitrate the matter; and if the parties cannot agree to a single arbitrator, then they hereby agree to use the Maine Board of Arbitration and Conciliation. If the parties have not agreed upon a single arbitrator within thirty (30) days after the request for arbitration, then the Maine Board of Arbitration and Conciliation shall be used to arbitrate the grievance. In the event that the parties agree to use a single arbitrator, they shall share equally all costs and expenses in regard to the arbitration.
- g. Nothing in this article shall diminish the right of any employee covered hereunder to present the employee's own grievance, as set forth in Title 26, Section 967, MRSA.

## Article XIV: Grievance Committee

1. Employees selected by the Union to act as union representatives shall be known as stewards. The names of employees selected as stewards, and the names of other union representatives who may represent employees shall be certified in writing to the board and the individuals so certified shall constitute the Union Grievance Committee shall not exceed (3) members and shall be preferably the President, the Secretary, and one other member of local union.
2. The Board or its designee shall meet at mutually convenient time with the Union Grievance Committee on the employer's premises and if during work hours, the employee shall not suffer loss of wages.

## Article XV: Meetings

1. There shall be a Labor/ Management committee made up of the Superintendent of Schools and another member of the Superintendent's choice, if desired, and the Unit Chairperson and another member of the Unit choice, which shall meet monthly, or as often as deemed necessary.
2. The purpose of this committee shall be to discuss day to day issues, operation, procedures, overtime distribution policy or other subjects as appropriate in an effort to promote efficiency, avoid grievances, provide open communication and improve morale. Either side may request a meeting by providing the other side with an agenda in writing and agreeing on an appropriate date. Council 93 representation may be available at these meetings by prior request and availability of dates.
3. No agreements reached shall alter the collective bargaining agreement. Employees shall participate in Labor/ Management meetings without loss of wages.

## Article XVI: Wages

1. Wage Schedule:
  - a. Employees shall be compensated in accordance with the wages schedule attached to this agreement and marked Appendix A hereto and incorporated herein
  - b. At certain times during the year, it may be necessary for the district to employ additional persons for the various office projects budgeted and/or required to be

completed. The union and the district agree that these positions would be considered “part-time, temporary” and would be posted and advertised as any other open position. Both parties agree that any person hired for these part-time, temporary positions must be over the age of 18. Should present employees not in the bargaining unit be assigned to a part-time, temporary position, it will be at the discretion of the district as to the hourly rate they will be paid.

2. Pay Period:
  - a. The salaries and wages of employees shall be paid bi-weekly.
3. 403(b) Plan:
  - a. Employees may contribute to a 403(b) plan in accordance with the policies of the District. The District agrees to contribute a seventy-five (75%) match of employee contributions to the extent of a maximum district match of \$2,000 during the fiscal year commencing July 1, 2024. This benefit will be prorated for part-time employees.
4. Substitute Calling
  - a. Employees shall be paid a minimum of 30 minutes for completing sub calling. After 30 minutes, it will be paid in 15 minutes increment.
5. Reporting Time:
  - a. Employees who are scheduled to report for work and who present themselves for work as scheduled shall be assigned to at least four(4) hours of work (for full-time employees) and at least two (2) hours of work (for part-time employees), and if work is unavailable, they shall be paid for the four (4) or two (2) hours of work respectively unless notified by their supervisor at least 1 hour prior to scheduled report time.

## Article XVII: Sick Leave

1. Allowance:
  - a. Any employee contracting or incurring sickness or disability not covered by Worker’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 and employee may be required to provide medical evidence for sick leave after three (3) consecutive days of absence.
  - b. New Employees shall be eligible for sick leave after one hundred (100) days of service with the employer. Sick leave shall be granted as follows:

Position	Sick Leave
Phillips Elementary Administrative	12

Assistant	
Kingfield Elementary Administrative Assistant	12
Day Mountain Regional Middle School Administrative Assistant	12
Mt.Abram Area High School Administrative Assistant	12
Accounts Payable	15*
Guidance Secretary/Technology	12
Special Education Administrative Assistant	12

\*This position will revert to 12 days if a new hire is placed in the position.

- c. Whenever possible, employees will schedule routine appointments and elective procedures for non-school days. If these appointments must be scheduled 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 circumstance.
- d. 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 twenty (\$20) for each unused sick day, the amount of which will be awarded by June 30th.
- e. Employees who 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.

## 2. Accumulation

Total accumulation shall be one hundred forty (140) days

## 3. Unused Sick Days

- a. Employees shall be compensated for each accumulated unused sick leave not to exceed ninety (90) days and \$20 for the remaining 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 payday 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.

## 4. Long Term Disability:

- a. The district will provide a Long Term Disability Plan for each employee similar to the Plan 2 presented by Horace Mann on March 22,2001. In the event that the



District discontinues the Long Term Plan at some future date, employees will accumulate one (1) sick leave for each month of service.

5. Sick Leave Bank: The employer will cooperate in the establishment of voluntary sick leave bank ("the bank")

a. Purpose:

- i. The sick sick leave bank is designed to provide income protection for eligible employees who have exhausted their personal leave and annual/ accumulated sick leave, and who have a long-term serious or catastrophic non-work-related illness or injury that prohibits them from performing their job or an alternative work assignment (if available).
- ii. Sick leave bank days are not available for absences covered by workers' compensation or for elective surgery that is not medically necessary.

b. Caps on sick Leave Bank days:

- i. Sick leave bank days will carry over from year to year with a cap of no more than 180 days
  1. If the sick leave bank is depleted during a school year, no more days will be available until days are donated the following year.
  2. Individual employees may request up to 20 days from the sick leave bank. In extenuating circumstances, an employee may reapply for up to 20 additional days. No employee shall be granted more than 40 days from the sick leave bank in any one bank year, from July 1st to June 30th.
  3. Sick bank days may only be withdrawn for absences on actual work days, and will not be granted for holidays, storm days, or any other days for which the employee might otherwise be paid.

c. Eligibility

- i. Employees are eligible to join the sick bank leave after one year of continuous employment with the District
- ii. Membership in the sick leave bank is voluntary. The first year an employee elects membership in the sick leave bank, they must contribute 1 day of accrued sick leave to the bank, regardless of the total number of days in the bank. Thereafter, the employee shall contribute days in accordance with the section 3c below
- iii. Employees who wish to be members of the sick leave bank and eligible to withdraw days, must notify the Business Manager, in writing, by September 30 of each year. Whenever the number of days in the sick leave bank is drawn below 150 days or less, each member of the sick leave bank shall contribute 1 day of their accrued sick leave to the bank. If more than 150 days exist in the sick leave bank, no employees who are already bank members shall be required to contribute. Part-time employees may make a pro rata contribution of accrued sick leave to the sick leave bank and, if they meet the sick leave bank criteria, shall receive pro rata benefits. Employees withdrawing days from sick leave bank will

- not have to replace the days except as a regular contributing member to the bank.
- iv. Employees may not access the sick leave bank until they have (a) depleted their annual and accumulated sick leave, (b) depleted all personal leave, and (c) served a waiting period of five work days. If a sick leave bank request is approved, it shall be retroactive to the first day the employee was absent following depletion of their personal sick leave days
  - v. All days donated to the sick bank become the property of the sick bank and may only be withdrawn in accordance with these contract provisions; sick bank days can not be withdrawn by individuals who leave the school system or wish to withdraw membership.
  - vi. Employees who may qualify for long term disability benefits have an affirmative duty to apply for such benefits as soon as possible. Employees who receive long-term disability benefits shall reimburse the Board for any sick leave bank granted and used after the date the employee is determined to be eligible to receive long-term disability benefits.
- d. Sick Leave Bank Administration and Requests:
- i. The District's Business Manager shall administer the sick leave bank.
  - ii. Decisions about whether to grant sick leave bank days shall be based upon the employee's eligibility and a doctor's certificate confirming that the employee meets the sick leave criteria. An employee may appeal the Business Manager's decision to the Superintendent. The Superintendent's decision shall be final and not grievable.
  - iii. An eligible employee must make requests for sick leave bank days in writing on the application form available in the Central Office and must also provide complete medical documentation on MSAD 58's Certification of Health Care Provider Form.
  - iv. Requests for sick leave bank days and medical information received shall be maintained in a confidential form separate from personal files.

## Article XVIII: Leaves of Absence

1. Eligibility requirements:
  - a. Employees shall be eligible to apply for leaves of absence after one of continuous service with the employer.
2. Application for Leave:
  - a. Any request for leave of absence shall be submitted in writing by the employee to the superintendent. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. The leave of absence is a period of time of leave without pay and for a period not

to exceed six(6) months. The Superintendent may grant a request for a leave of absence when she/he determines in her/his discretion that there is justifiable cause and shall furnish the employee with authorization in writing specifying the length of leave granted. The superintendent's decision may be appealed to the Board; however, the Board's decision shall be final and not subject to the grievance process.

3. Family Medical Leave:

- a. The Board agrees to comply with the provisions of state and federal law regarding family medical leave and to provide notice to employees of their rights to such level through Board policy (presently policies GBN, GBN R-1, GBN R-2). This section is included for informational purposes only.
- b. It is agreed that as guidance becomes available from Maine Department of Labor that the board and association agree to negotiate the financial impact regarding the Maine Family Medical Leave Act.

4. Jury Duty:

- a. Employees shall be granted a leave of absence any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury compensation they receive and their regular wages for each day of jury service. Employees are expected to report to work if jury duty or jury service is less than normal work day.

## Article XIX: General Provisions

1. Union Bulletin Board

- a. The employer agrees to furnish and maintain a suitable board at each work location to be used by the union. The Union shall limit its posting of notices and bulletin to said bulletin board.

2. Union Activities on Employer's Time and Premises

- a. The Employer agrees that during working hours, on the employer's premises and without loss of pay, Union representatives (not more than two [2]0 shall be allowed to:
  - i. Post Union notices
  - ii. Distribute Union literature, authorized by the local Union or its officers, to the employer or employer's representative
  - iii. Transmit communication, authorized by the local union or its officer to employer or the employer's representative
  - iv. Consult with the employer, the employer's representative, local union officers, or other Union representative concerning the enforcement of any provision of this Agreement

3. Visit by Union Representatives

- a. The employer agrees that accredited representatives of The American Federation of State, County, Municipal Employees, whether local Union representatives, district council representatives or international representatives, shall have full and free access to the premises of the employer, with prior notice to the employer, at any time during working hours to administer this contract. Such use of school facilities shall comply with the board's facilities use policies.

4. Management Rights

- a. The employer retains all right and authority to manage and direct its employees except as otherwise specifically provided in the Agreement. The employees acknowledge the right of the employer to make such rules and regulations governing the conduct of the employee as not specifically inconsistent with the provision of the Agreement
- b. The employer further reserves the right to lay off, for lack of work or conditions beyond the control of the employer, or where such continuation of work would be wasteful and unproductive. The employees recognize that the right of contracting or subcontracting for matters relating to School District's operations is vested exclusively in the employer. The intent is not to abolish any job due to contracting or subcontracting of work during the life of this Agreement.

## **Article XX**

### **Insurance Coverage**

The Board shall make a medical plan available to each eligible employee. The medical insurance plan will remain with the current provider of MEA Benefits Trust for the duration of this Agreement.

1. The Board will pay the following percentage of Choice Plus insurance plan for Single subscribers:

a.

2024-2025	2025-2026	2026-2027
85%	86%	87%

2. For dependent coverage plans, The Board will pay the following percentages of the Choice Plus insurance plan:

a.

2024-2025	2025-2026	2026-2027
75%	76%	77%

3. If an employee elects to take the Standard Plan coverage, the Board will pay this Choice Plan amount toward the Standard Plan. The employee will be responsible for the additional premium cost above of the Choice Plus Plan.
4. New hires will be offered with single coverage for the first year, which coverage shall take effect on the first of the month immediately following their first 30 calendar days of employment.
5. Employees wishing to add dependent coverage in the following fiscal year must request this change in writing to the Superintendent by January 1.
6. Married couples
  - a. MSAD 58 shall offer the following insurance benefits to married couples when both spouses are employed under this collective agreement.
  - b. Each spouse takes single coverage:
    - i. Percent listed in Table 1a of the cost of Choice Plus\*
      1. \* Employees electing to take Standard, Standard 500, or Standard 1000 plans may apply the same Choice Plus rate to those Plans
  - c. Either spouse takes dependent coverage (the following rates apply so long as the employees choose the level of dependent coverage that would be of the least cost to the district);
    - i. Percent listed in Table 2a of the cost of Choice Plus\*
      1. \* Employees electing to take the Standard, Standard 500, or Standard 1000 plans may apply the same Choice Plus rate to those Plans
  - d. Any employee not electing the Board Health Benefit is eligible for \$2,500 cash-in-lieu. Cash-in-lieu payment will be made on the first payroll of December and June. Employees will be required to certify that they are otherwise covered under another medical insurance plan if they choose not to participate in the Board provided plan.
  - e. Nothing in this Article will change the treatment of school year employees with regards to summer coverage and payment.
  - f. The medical coverage will remain with the current insurance plan unless a change of insurance provider is mutually agreed to. In the event that the selected plan costs less than the premium the Board has agreed to provide, the employee may direct that difference between the cost of medical insurance coverage and the premium agreed to be applied toward other forms of insurance which can be made available through the Board section 125 cafeteria plan.
  - g. Either party may reopen this health insurance provision in order to negotiate changes necessary to comply or be consistent with any rules or regulations pertaining to implementation of the Patient Protection and Affordable Care Act (P.L. 111-148). Any modification reached shall be reduced to writing and submitted to the Board and Union for ratification. Upon ratification, the modification shall be appended to this Agreement.
  - h. The Board agrees to pay for the single employee cost of the dental plan. Employees must opt in prior to July 1 and must do so annually.

## Article XXI: Worker's Compensation

The Board will provide Workers Compensation benefits to bargaining unit employees who sustain injury while working, in accordance with The State of Maine provisions for Workmen's Compensation. When receiving Workers' Compensation, the employee will continue to accrue seniority, and, for a maximum of six(6) months, the Board will maintain its share of the employee's health and hospitalization insurance. The employer reserves the right to assign the employee to light duty in order to eliminate or reduce such payment pending physician approval.

## Article XXII: Proficiency Training

The Board agrees to pay the expenses (including lodging, and/or transportation) incurred by a personnel who are requested to attend workshops, seminars, conferences, courses or other sessions which are approved in advance by the Board. All employees will be paid a normal day's wage for each day of recognized absence, unless otherwise actually agreed upon by the Superintendent and employee.

Upon approval of the Superintendent, employees will be reimbursed up to \$200.00 per year for any course completed with a "B" or better. The employee will have to submit proof of completion, grade, and payment in advance of being reimbursed. The employee must be employed at the time payment is made. Course content must be directly related to the individual's job description.

## Article XXIII: Saving Clause and Embodiment of Agreement Clause

### 1. Embodiment of Agreement Clause:

- a. The parties acknowledge that during the negotiation which precede this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the employees, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, each agrees that

2. Saving Clause:


- a. If any provision of this Agreement shall be contrary to any law of the United States of America or the State of Maine, such invalidity shall not affect the validity of the remaining provisions.

## Article XXIV: Duration

This Agreement shall be effective as of the date of signing, except that wage increases will be effective July 1, 2024 for all employees employed by the Board as of the effective date of this Agreement. This Agreement shall remain in full force and effect until the thirtieth day of June 2027.


In Witness whereof, the Parties hereto have set their hands this 15th day of August.

For the Union:

  
Kathy Howard, Unit Chair

For the Employer:

  
Jessica Cain, Board Chair

  
Josh Basso, AFSCME Rep

  
Laura Columbia, Superintendent of School

<b>Administrative Assistant (years of experience)</b>	<b>24/25</b>	<b>25/26</b>	<b>26/27</b>
1	\$18.50	\$19.33	\$20.30
2	\$18.78	\$19.62	\$20.60
3	\$19.06	\$19.92	\$20.91
4	\$19.35	\$20.22	\$21.23
5	\$19.64	\$20.52	\$21.54
6	\$19.93	\$20.83	\$21.87
7	\$20.23	\$21.14	\$22.20
8	\$20.53	\$21.46	\$22.53
9	\$20.84	\$21.78	\$22.87
10	\$21.15	\$22.10	\$23.21

<b>Technology and Guidance Admin Assistant (years of experience)</b>	<b>24/25</b>	<b>25/26</b>	<b>26/27</b>
1	\$18.40	\$19.32	\$20.29
2	\$18.68	\$19.61	\$20.59
3	\$18.96	\$19.90	\$20.90
4	\$19.24	\$20.20	\$21.21
5	\$19.53	\$20.51	\$21.53
6	\$19.82	\$20.81	\$21.85
7	\$20.12	\$21.13	\$22.18
8	\$20.42	\$21.44	\$22.51
9	\$20.73	\$21.76	\$22.85
10	\$21.04	\$22.09	\$23.19



<b>Accounts Payable/Special Education (years of experience)</b>	<b>24/25</b>	<b>25/26</b>	<b>26/27</b>
1	\$18.75	\$19.69	\$20.67
2	\$19.03	\$19.98	\$20.98
3	\$19.32	\$20.28	\$21.30
4	\$19.61	\$20.59	\$21.62
5	\$19.90	\$20.90	\$21.94
6	\$20.20	\$21.21	\$22.27
7	\$20.50	\$21.53	\$22.60
8	\$20.81	\$21.85	\$22.94
9	\$21.12	\$22.18	\$23.29
10	\$21.44	\$22.51	\$23.64

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