

COLLECTIVE BARGAINING AGREEMENT

Between the

REGIONAL SCHOOL UNIT NO. 24

And the

AFSCME COUNCIL 93 AFL-CIO

For

RSU #24 CUSTODIANS

Local 2178-01

July 1, 2021-June 30, 2024

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ARTICLE 1
RECOGNITION

The Regional School Unit No. 24, hereinafter referred to as the "RSU", recognizes the American Federation of State, County and Municipal Employees, hereinafter referred to as "AFSCME", as the exclusive bargaining agent, as defined in Title 26 M.R.S.A., Section 962, for the purpose of negotiating wages, hours of work, working conditions and contract grievance arbitration pursuant to Title 26 M.R.S.A., Section 965, for bargaining unit employees to include custodians and maintenance workers who have been employed more than six (6) months.

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

ARTICLE 2 DEFINITIONS

- A. **AFSCME**: Whenever the term "AFSCME" is used, it refers to the American Federation of State, County and Municipal Employees and any of its designated representatives, by committee, individual member, or authorized agent.
- B. **Building Administrator**: Whenever the term "Building Administrator" (BA) is used, it is to include the administrator of any work location or functional division.
- C. **Finance Manager**: Whenever the terms "Finance Manager" or "Finance" are used, it is to include the administrator responsible for the financial oversight of the Facilities & Operations.
- D. **Facilities & Operations Manager**: Whenever the term "Facilities & Operations Manager" or "Manager" are used it is to include the administrator responsible for the daily operation of the Maintenance Department.
- E. **Employee**: Whenever the term "Employee" is used, unless otherwise expressly provided or clearly indicated by the context of this Agreement, it shall refer to all public employees defined as public employees in Title 26 M.R.S.A., Chapter 9-A and represented by the Association in the bargaining unit, as defined in Article 1.
- F. **Gender**: Whenever the masculine is used, it is to include the feminine, and whenever the feminine is used, it is to include the masculine, unless otherwise expressly provided or clearly indicated by the context.
- G. **Maintenance Supervisor**: Whenever the term Maintenance Supervisor is used, it refers to any person designated by the RSU to assist the Facilities & Operations Manager with the daily operations of the Maintenance Department.
- H. **Number**: Whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated by the context.
- I. **RSU**: Whenever the term "RSU" is used, it refers to the Regional School Unit No. 24, RSU Board of Directors, Superintendent of Schools or authorized agent.
- J. **RSUB**: Whenever the term "RSUB" is used, it refers to the Regional School Unit No. 24 Board of Directors and any of its designated representatives, committees, individual member, or authorized agent.
- K. **School**: Whenever the term "School" is used, it is to include any work location or functional division.
- L. **Substitute**: A substitute is an on-call person who is available to work hours on a temporary/or short term basis to fill in for permanent employees due to illness, vacation, or other leaves of absence.
- M. **Superintendent**: Whenever the term "Superintendent" is used, it shall mean the Superintendent of Schools for the RSU or any other person whom the Superintendent or the RSU specifically designates to act for the Superintendent in a particular situation or class of situations.
- N. **Unit Chair**: Elected officer who is the bargaining unit's primary contact.
- O. **Unit Steward**: AFSCME member assigned by the Unit Chair to represent employees and file grievances.

ARTICLE 3
SCOPE OF AGREEMENT, SEPARABILITY, SAVINGS CLAUSE

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

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

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

ARTICLE 4
VOLUNTARY DUES DEDUCTIONS

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

Once an employee joins AFSCME, they may not withdraw prior to sixty (60) days before the expiration date of the contract or the termination of their employment.

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

ARTICLE 5
MANAGEMENT RIGHTS

The RSU reserves and retains solely and exclusively all of its inherent rights to manage the Department as such rights existed prior to the execution of this AGREEMENT. The sole and exclusive rights of the RSU include but are not limited to: its right to establish, continue, change, or abolish any or all of the RSU's policies, practices, rules, regulations and procedures; to determine the number, location, hours and types of its operations; to determine to what extent the required work shall be performed by employees covered by this AGREEMENT; to determine the number, classifications and duties of employees; to determine the methods, processes, equipment and materials to be used in the RSU's operations; to judge the efficiency and competency of employees; to establish and maintain a job evaluation program; to establish and change work schedules and work assignments; to select, hire, direct, transfer and promote employees; to lay off, terminate and otherwise to relieve employees from duty for lack of work or other reasons; to establish, change and enforce rules for the conduct of employees; to discipline and discharge employees; and to take such other measures as may be determined by the RSU to be desirable for the successful operation of its schools and programs. Notwithstanding any of the foregoing, none of the rights set forth herein shall be used in such a way as to violate the other provisions of the AGREEMENT.

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

ARTICLE 6
NO STRIKE/NO LOCK OUT

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

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

ARTICLE 7
HOURS OF WORK AND OVERTIME

Section 1- Employees who are assigned a normal work week of thirty-five (35) hours or more will be considered full-time employees. Generally, employees will be assigned a normal work week totaling the number of hours that they have customarily been assigned, up to forty (40) hours. It may be necessary to change the normal schedule to meet the operational needs of the RSU. Such non-emergency changes shall be posted for ten (10) work days prior to these changes.

Section 2- Overtime pay at the rate of one and one half (1 ½) times the base hourly rate will be paid for all hours actually worked over forty (40) hours in a normal work week.

Section 3- Overtime will be awarded as equally as possible using a rotating employee list, subject to special circumstances such as qualifications to use certain equipment. The Unit will provide a voluntary list of employees interested in overtime hours.

Section 4- During school vacation and summer recess, employees will work daytime hours unless there are extenuating circumstances. In such circumstance, the RSU will make every effort to recruit volunteers first before using the seniority list.

Section 5- Employees working in excess of six (6) consecutive hours shall have the opportunity for a half-hour (30 consecutive minutes) unpaid lunch break, utilizing the RSU time keeping system to record the lunch break. Employees may also have the opportunity for one fifteen (15) minute break in which the RSU time keeping system is not used to record the break.

Section 6- Employees may, with the approval of their supervisor, flex their start and stop times no more than two (2) hours provided the employee works their regular number of hours in the day. Only the originally scheduled shift differential (if any) will apply.

ARTICLE 8
CALL TIME

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

ARTICLE 9
SENIORITY

Section 1- A seniority list shall be established listing all employees covered by this AGREEMENT, with the employee with the greatest seniority listed first. Seniority shall be based on the employee's last date of hire. This list shall be posted yearly on the AFSCME bulletin board and provided to the Unit Chair and AFSCME Office in July of each year.

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

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

Section 4- All vacancies shall be posted for a period of five (5) days. Any employee wishing to be considered for the applicable promotion or transfer shall file a written, dated letter of interest to include any updated relevant personnel information with their supervisor or their designee.

Section 5- The term "promotion" shall be defined as the advancement of an employee to a higher paying position or a position with more hours. Employees within the bargaining unit shall have first consideration for all positions for which the employee, in the judgment of management, has the ability to complete the duties. Where in the judgment of management, ability and qualifications are equal seniority shall be the determining factor.

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

ARTICLE 10
WAGES

SEE APPENDIX A

ARTICLE 11
EARNED PAID LEAVE

Section 1- Under Maine's new Earned Paid Leave statute (26 M.R.S.A. §637), employees accrue one (1) hour of earned paid leave for each forty (40) hours actually worked, up to a maximum of forty (40) hours per year, and are permitted to use up to forty (40) hours of accrued earned paid leave time in any one year. Earned Paid Leave time is not additional leave over and above any paid leave time available to employees under this Agreement. Any paid leave time taken under this contract (sick, family, and/or vacation) shall concurrently be designated as earned paid leave time for purposes of §637 and deducted from the employee's Earned Paid Leave accrual. To comply with §637, the first forty (40) hours of any paid leave under this contract (sick, family, and/or vacation) in any contract year may be used in one (1)-hour increments, and an employee may use personal leave for any reason. Thereafter, the contractual terms for each type of leave shall be enforced.

Section 2- Up to 40 hours of unused, accrued EPL may be carried over to the next designated year. However, the amount of leave that an employee may accrue in that year will be reduced by the number of hours carried over.

Section 3- Earned paid leave may not be used to extend an employee's employment beyond the last day actually worked.

Section 4- There will be no payout of unused earned time upon an employee's separation of employment but employees will be entitled to any other payouts that are permitted under the terms of this collective bargaining agreement.

Section 5- In the event that Maine law changes or eliminates the eligibility of employees covered under this Agreement, this section becomes null and void.

ARTICLE 12
LEAVES OF ABSENCE

Section 1- The RSU agrees to follow all Federal and State laws and guidelines as they apply to FMLA and Military Leaves. The enforcement of these requirements is not covered by the grievance procedure; enforcement procedures are contained in the respective laws and regulations.

Section 2- Benefit time covering FMLA qualifying events shall run concurrently with FMLA leave. The employee must not work or hold another job during FMLA leave. The RSU recognizes the FMLA year as the Fiscal Year (July 1 - June 30).

ARTICLE 13
HOLIDAYS

Section 1- The following twelve (12) days shall be recognized and observed as paid holidays:

New Year's Day	Indigenous Peoples' Day
Martin Luther King, Jr. Day	Veterans Day
President's Day	Thanksgiving Day
Patriots' Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Labor Day

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

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

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

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

ARTICLE 14
SICK LEAVE

Section 1- Sick leave shall be accrued by eligible employees at the rate of eight (8) hours per month (ninety-six (96) hours per full year), accumulating to a maximum of five hundred sixty (560) hours.

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

Section 3- The Superintendent may request a physician's certificate for any employee who has utilized sick leave in a manner that indicates possible abuse.

Section 4- An employee who abuses sick leave shall be subject to discipline, up to and including discharge.

Section 5- Employees who use a maximum of thirty-two (32) sick hours per year shall receive a yearly bonus of twenty dollars (\$20.00) for every sick day not taken out of that year's allotment to be paid by the second payroll in July of each year.

Section 6- Employees will notify the Maintenance Supervisor (or the Facilities & Operations Manager when the Supervisor is unavailable) as soon as possible, but no less than one (1) hour prior to the start of a scheduled shift when they are calling out of work due to an illness/injury of a non-emergency nature.

Section 7- Additional sick leave may be granted for catastrophic and life threatening health conditions. Upon approval of a joint committee composed of two (2) representatives of AFSCME and two (2) representatives of the RSUB or its designees, up to eighty (80) hours of sick leave may be donated from the balances of non-probationary personnel to a fellow non-probationary employee who is unable to work because of extended personal or immediate family (as defined by the Family Medical Leave Act) and who has exhausted all accumulated sick leave. Decisions of the committee are not grievable. The committee may consider additional requests.

ARTICLE 15
FAMILY LEAVES

Section 1- Bereavement

- a. For spouse, child, step-child, father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, grandparents, and grandchildren: up to five (5) days.
- b. For aunts, uncles, brother-in-law, and sister-in-law: up to one (1) day.
- c. Additional days may be granted at the sole discretion of the Superintendent.
- d. Bereavement leave will be used exclusively for preparation for funeral and attendance thereof.
- e. This leave shall not be cumulative.

Section 2- Family Illness

Family sick leave shall be for the purpose of caring for or attending to members of the immediate family whose illness demands the employee's care:

- a. Immediate family shall be regarded as spouse, domestic partner, child, step-child, parents (including parents of spouse) - up to forty (40) hours from available sick leave.
- b. Additional days may be granted at the sole discretion of the Superintendent.

Section 3- Jury Duty

- a. Employees shall be granted a paid leave of absence any time they are required to report for jury duty or jury service during a normal working day. Employees excused from jury duty during normal work hours shall report back to their places of employment promptly, providing there is at least half ($\frac{1}{2}$) a work day remaining.
- b. Employees shall reimburse the RSU for any pay (exclusive of expenses) received for jury duty, the intent of which is to assure that the employee receives no more than his regular daily rate of pay. Said reimbursement shall be deducted from the next regular payroll after the employee receives payment from the State of Maine.
- c. If the employee is released from jury duty before 1:00 p.m., the employee shall call their supervisor to determine if they are to report to work. Failure to comply may result in loss of pay.

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

Section 4- Personal Leave

- a. Up to two (2) days per school year may be requested for personal business that cannot be conducted outside of school hours where the employee's presence is of a compelling nature. When practicable, requests for leave shall be made in writing three (3) days in advance except for in unforeseen circumstances. The Superintendent's response indicating approval or disapproval shall be provided to the employee within three (3) days from receipt of the request.
- b. Leave under this section shall not be used for recreational purposes or to extend a holiday or vacation, except by Superintendent approval whose final decision is not grievable.
- c. Under ordinary circumstances, only one (1) unit member may use this privilege in any one (1) day.
- d. Unused Personal Leave days will roll over to the following year's sick leave balance.

ARTICLE 16
VACATION

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

Employment Years	Vacation Days
1st Year	One day per month, up to 10 days
2nd-7th Years	10
8th-19th Years	15
20th Year and Beyond	20

Vacation time shall normally be granted during the summer months or other times when school is not in session.

ARTICLE 17
MISCELLANEOUS

Section 1- Employees who are required to use their personal vehicle shall be reimbursed at the RSU rate for all miles involved. Employees shall be reimbursed for other expenses in accordance with RSU policy. Employees shall submit travel expense reimbursement requests per the RSU's standard operating procedure.

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

Section 3- Whenever the RSU hires a new employee into a bargaining unit position it shall notify the AFSCME Council 93 Augusta office and the Local 2178-07 Unit Chair as to the starting date of such employee.

Section 4- In September of each year, the RSU shall provide the AFSCME Council 93 Augusta office and the Local 2178-07 Unit Chair with a seniority list of all bargaining unit employees.

ARTICLE 18
INSURANCE AND RETIREMENT

Employees will be provided a choice of one of the following benefits for the 2021-2022 contract year:

- 1) 100% of single subscriber premium for the RSU approved health insurance plan; or,
- 2) Cash in Lieu of Health Insurance: An employee who is eligible and opts out of the RSU's approved health insurance plan will receive cash in lieu payment of two-thousand dollars (\$2000.00) annually, paid over twenty-one (21) payrolls, September 1st through June 30th. Employees who apply for payment in lieu of health insurance must demonstrate annually proof that they are covered by a comparable health insurance plan in order to be eligible. Employees whose other health coverage is through Medicare, a Medicaid program such as Maine Care or a plan provided through an exchange subsidized through the Affordable Care Act are ineligible for the cash in lieu provision. If an employee is covered by a spouse's RSU health insurance plan, they are not eligible for the cash in lieu provision of this contract; or,
- 3) 100% of the single subscriber premium for the RSU approved dental plan and the long-term disability plan.

Beginning in the 2022-2023 contract year:

Employees will be provided a choice of the following benefits:

- 1) 100% of single subscriber premium for the RSU approved health insurance plan; 100% of single subscriber premium for the RSU approved dental plan and the long-term disability plan; or,
- 2) Cash in Lieu of Health Insurance: An employee who is eligible and opts out of the RSU's approved health insurance plan will receive cash in lieu payment of two-thousand dollars (\$2000.00) annually, paid over twenty-one (21) payrolls, September 1st through June 30th. Employees who apply for payment in lieu of health insurance must demonstrate annually proof that they are covered by a comparable health insurance plan in order to be eligible. Employees whose other health coverage is through Medicare, a Medicaid program such as Maine Care or a plan provided through an exchange subsidized through the Affordable Care Act are ineligible for the cash in lieu provision. If an employee is covered by a spouse's RSU health insurance plan, they are not eligible for the cash in lieu provision of this contract.

The plan offered should be consistent with that generally offered to other RSU employees. At the employee's option, the employee may purchase additional coverage at the RSU rate.

Employees who work at least twenty (20) hours per week but less than thirty-five (35) hours per week shall receive the pro-rated benefits.

Employees who have worked for ten (10) consecutive years immediately preceding retirement, reached normal retirement age under Social Security, and who show evidence in writing no later than January 30 that they plan to retire will receive up to one hundred twenty (120) hours of unused sick leave at their hourly rate as a retirement benefit. Benefit will be paid after July 1st.

ARTICLE 19
UNIFORMS/PROTECTIVE DEVICES/IDENTIFICATION

All employees are required to visibly display their employee badge on their person while working for the RSU.

If the employee is required by the RSU to wear uniforms or protective device(s), the cost of obtaining and/or maintaining such uniforms or protective device(s) shall be paid for by the RSU. Failure to wear/use such uniforms or protective device(s) in a manner prescribed by the RSU shall be grounds for disciplinary action.

ARTICLE 20
SNOW DAYS

Employees are required to report to work and remain at work unless excused by the Maintenance Supervisor, the Facilities and Operations Manager, or the Superintendent. In the event the normal work day is shortened due to a storm or emergency, employees shall be paid for their scheduled hours, regardless of any adjustment made to the work day. The Facilities and Operations Manager or their designee, however, may require employees to remain until it is determined that their work is complete.

ARTICLE 21
CHAIN OF COMMAND

The Union recognizes the employee's immediate supervisor as the first contact person for the employee, followed by:
1. Building Administrator, 2. Facilities and Operations Manager, 3. Finance Manager, then, 4. Superintendent.

ARTICLE 22
DISCIPLINE AND DISCHARGE

Section 1- If the RSU has reason to reprimand an employee, it shall be done in as confidential a manner as possible. Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension or discharge. The RSU shall not discipline or discharge any non-probationary employee without just cause. Anytime a meeting could lead to discipline, a bargaining unit member shall be awarded the right to AFSCME representation if requested.

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

- a. Substantial neglect of duty or refusal to comply with the RSU's instructions.
- b. Insubordination.
- c. Immoral or indecent conduct.
- d. Falsification of personnel records or other RSU records.
- e. Physical or verbal abuse of or threatening or coercive treatment to school children, visitors, or any RSU employee.
- f. Theft or destruction of the RSU's or another employee's property.
- g. Sleeping on the job.
- h. Drinking or possessing any alcoholic beverages or drugs on the RSU's time, premises, or equipment or reporting to work after having consumed any intoxicating substance or drugs.
- i. Unauthorized possession of firearms, explosives, or other weapons on the RSU's premises.
- j. Conviction of a felony while an employee is in pursuit of their employment.
- k. Conviction of drunk or reckless driving in pursuit of their employment.
- l. Deliberate or careless conduct endangering the safety of themselves or others.
- m. Fighting during working hours.
- n. Excessive absenteeism.
- o. Violation of a safety rule or safety practice.
- p. Improper use or abuse of RSU equipment.
- q. Any other offense of any equal magnitude to the above may result in discharge.

ARTICLE 23
GRIEVANCE PROCEDURE

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

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

Step 1 Informal Procedure

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

Step 2 Formal Procedure

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

Step 3 Impartial Arbitration

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

ARTICLE 24
GENERAL PROVISIONS

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

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

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

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

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

ARTICLE 25
AFSCME ACTIVITIES

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

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

ARTICLE 26
WORK RULES

1. The RSU will notify AFSCME ten (10) working days prior to the effective date of any new work rule, regulation, modification, or amendment to existing work rules.
2. Except for an emergency situation as determined by the Superintendent, when existing work rules are changed or new work rules established, they shall be posted for five (5) workdays during a period of Monday through Friday, before becoming effective.
3. When an employee is required by the RSU to take a physical examination from a specified medical provider or if the RSU requests a second opinion, the RSU shall pay the total cost of any fees associated with such requests which are not covered by the employee's health insurance program. If the appointments can only be scheduled during the workday, the employee shall suffer no loss of pay or sick time. Physical examinations required by the employer will be completed two (2) weeks prior to the start of the new school year.
4. The employee, to the extent possible, shall schedule medical appointments outside of their work hours. If medical appointments are scheduled during work hours, employees must provide advance notice using the RSU 24 approval system in order to utilize accrued and available sick time.
5. The Superintendent shall meet with employees with any concerns so that the employees shall have an opportunity to discuss any areas of perceived deficiencies.
6. All training required by law or by the RSU shall be the responsibility of the RSU.

ARTICLE 27
BULLETIN BOARDS

The RSU agrees to furnish and maintain a suitable bulletin board at all school building/work locations to be used by AFSCME and by management for labor-relations purposes.

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

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

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

ARTICLE 28
MEETINGS

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

**ARTICLE 29
DURATION**

This AGREEMENT shall be effective upon signing and continue in full-force and effect until midnight on, June 30, 2024. A one hundred twenty (120) day notice will be given in writing by AFSCME prior to the expiration of this AGREEMENT. This AGREEMENT shall remain in force during negotiations.

IN WITNESS THEREOF, THE PARTIES HAVE SET THEIR HANDS THIS 21st DAY OF October 2021.

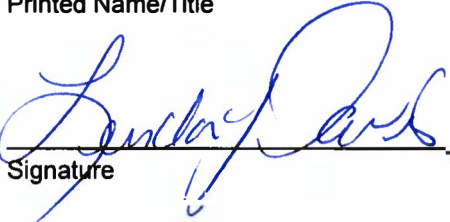
FOR AFSCME:



Signature

John Nuttall

Printed Name/Title




Signature

Linda J. Davis / custodian

Printed Name/Title

Printed Name, Council 93 Representative

FOR THE EMPLOYER:



Signature

Roy DeCott

Printed Name, RSU 24 Board Member

Signature

Printed Name, RSU 24 Board Member

APPENDIX A
RATES OF PAY

LEVEL	YEARS EXP	FY22	FY23	FY24
A	0-3	\$15.20	\$15.70	\$16.20
B	4-7	\$15.70	\$16.20	\$16.70
C	8-11	\$16.30	\$16.80	\$17.30
D	12-15	\$17.30	\$17.80	\$18.30
E	16+	\$18.30	\$18.80	\$19.30
MAINTENANCE WORKERS ADDITIONAL PAY		\$2.25	\$2.25	\$2.25

Pay Differentials

6:00 AM to 5:59 PM pay per scale above

6:00 PM to 5:59 AM one-dollar and fifty cents (\$1.50) per hour pay differential

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

In the event an employee chooses to flex their time, this section does not apply.

All paychecks will be electronically direct deposited and advice slips will be issued by email. Employees who can demonstrate that they are unable to establish an account at a financial institution may request an exemption. The RSU will provide computer access to all employees to access company email, software, and training programs.