

COLLECTIVE BARGAINING AGREEMENT

Between the

REGIONAL SCHOOL UNIT NO. 24

And the

AFSCME COUNCIL 93 AFL-CIO

For

RSU NO. 24 SCHOOL ADMINISTRATIVE ASSISTANTS AND SCHOOL
SECRETARIES

Local 2178-03

July 1, 2024 - June 30, 2027

TABLE OF CONTENTS

| | |
|--|----|
| COVER SHEET..... | 1 |
| TABLE OF CONTENTS..... | 2 |
| ARTICLE 1: RECOGNITION..... | 3 |
| ARTICLE 2: DEFINITIONS..... | 4 |
| ARTICLE 3: SCOPE OF AGREEMENT, SEPARABILITY, SAVINGS CLAUSE..... | 5 |
| ARTICLE 4: VOLUNTARY DUES DEDUCTIONS..... | 6 |
| ARTICLE 5: MANAGEMENT RIGHTS..... | 7 |
| ARTICLE 6: NO STRIKE/NO LOCK OUT..... | 8 |
| ARTICLE 7: HOURS OF WORK AND OVERTIME..... | 9 |
| ARTICLE 8: CALL TIME AND SUBSTITUTE SCHEDULING..... | 10 |
| ARTICLE 9: SENIORITY..... | 11 |
| ARTICLE 10: WAGES..... | 12 |
| ARTICLE 11: EARNED PAID LEAVE..... | 13 |
| ARTICLE 12: LEAVES OF ABSENCE..... | 14 |
| ARTICLE 13: HOLIDAYS..... | 15 |
| ARTICLE 14: SICK LEAVE..... | 16 |
| ARTICLE 15: FAMILY LEAVE..... | 17 |
| ARTICLE 16: VACATION..... | 18 |
| ARTICLE 17: MISCELLANEOUS..... | 19 |
| ARTICLE 18: INSURANCE AND RETIREMENT..... | 20 |
| ARTICLE 19: TRAINING AND PROFESSIONAL DEVELOPMENT..... | 21 |
| ARTICLE 20: SNOW DAYS..... | 22 |
| ARTICLE 21: CHAIN OF COMMAND..... | 23 |
| ARTICLE 22: DISCIPLINE AND DISCHARGE..... | 24 |
| ARTICLE 23: GRIEVANCE PROCEDURE..... | 25 |
| ARTICLE 24: GENERAL PROVISIONS..... | 26 |
| ARTICLE 25: AFSCME ACTIVITIES..... | 27 |
| ARTICLE 26: WORK RULES..... | 28 |
| ARTICLE 27: BULLETIN BOARDS..... | 29 |
| ARTICLE 28: MEETINGS..... | 30 |
| ARTICLE 29: INDEMNITY..... | 31 |
| ARTICLE 30: DURATION..... | 32 |
| APPENDIX A: RATES OF PAY..... | 33 |
| APPENDIX B: AFSCME SERVICE FEES..... | 34 |

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 School Administrative Assistants and School Secretaries including Secretaries for Building Administrators, Director of Adult Education, Director of Special Education, and Guidance Offices 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 employer and employee 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, committees, 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. **Director of Adult Education**: Whenever the term "Director of Adult Education" is used, it is to include the administrator responsible for the daily operation of the Adult Education Department.
- D. **Director of Special Education**: Whenever the term "Director of Special Education" is used, it is to include the administrator responsible for the daily operation of the Special Education 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 I.
- F. **Guidance Offices**: Whenever the term "Guidance Offices" is used, it is to include the work location or functional division where guidance counseling services are offered.
- G. **Number**: Whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated by the context.
- H. **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.
- I. **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, by committee, individual member, or authorized agent.
- J. **School**: Whenever the term "School" is used, it is to include any work location or functional division.
- K. **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.
- L. **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.
- M. **Unit Chair**: Elected officer who is the bargaining unit's primary contact.
- N. **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 AFSCME Membership dues from the pay of these employees through payroll deduction. The amount to be deducted shall be certified to the employer by AFSCME Council 93 Office, 6 Rockwood Drive, Manchester, Maine, 04351. 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 thirty (30) days before the expiration date of this agreement or the termination of their employment.

If an employee chooses not to be a member of AFSCME, they must sign a statement to that effect, with a copy given to AFSCME and agree that if Union Representation is requested on the part of the employee, the employee will be required to compensate AFSCME according to the fee schedule in Appendix B.

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.

Section 3- The RSU, in addition to collecting regular bi-weekly dues by payroll deduction from Union members, shall deduct from only Union members such premiums for the Union sponsored income protection and insurance program upon the receipt of a signed authorization form from members. Any premiums collected shall be forwarded to the Maine Benefit Trust. The Benefit Trust will notify the RSU of the amounts of premiums to be deducted. The deductions may be canceled after fourteen (14) days written notice to the RSU. Notice shall be given to the RSU Human Resources Manager.

The Union agrees to indemnify and hold the RSU harmless against any and all claims, suits, orders or judgments brought or issued against the RSU as the result of the action taken or not taken by the RSU under the provisions of this Article.

ARTICLE 5
MANAGEMENT RIGHTS

The RSU reserves and retains solely and exclusively all of its inherent rights to manage its employees 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 the Section, 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) workdays prior to these changes. Employees who are assigned a normal work year of two hundred sixty (260) days will be considered year-round employees.

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- 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 4- All employees shall be offered a minimum of twenty (20) days of work outside the normal school year. The building administrator will discuss with each employee the number of days of work needed during the summer break.

ARTICLE 8
CALL TIME AND SUBSTITUTE SCHEDULING

Section 1- Call Time

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

Section 2- Scheduling of Substitute Employees

Whenever possible, sub calling will be done during the regular workday. Employees assigned to call substitutes outside the regular workday shall be paid for the actual time worked, as recorded in the time clock system, or a minimum of one hour per day.

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.

Section 2- All new 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 shall become members of the bargaining unit and be covered by the provisions of the AGREEMENT except as noted in this provision regarding discipline, as per state law - Title 26 M.R.S.A., Section 962.

Section 3- In cases of lay-offs, the RSU shall lay-off employee(s) 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 unit 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 during the school year and ten (10) days during summer break. 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 the Human Resources Office.

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 (EPL) statute (Title 26 M.R.S.A., Section 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. EPL 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 EPL 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 forty (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- EPL 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 accrued from the EPL statute 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- Both parties agree to follow all Federal and State laws and guidelines as they apply to the Family and Medical Leave Act (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- Employees who work less than full-time or less than year-round are eligible for prorated paid leave.

Section 3- 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 thirteen(13) days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Patriots' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas 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 required by a Supervisor, Administrator, or Superintendent, to be performed on a holiday will be compensated at one and one half (1 ½) times the 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, full-time employees at the rate of one (1) day per month (up to twelve (12) days per full year), accumulating to a maximum of seventy (70) days.

Section 2- Sick time is to be used for personal illness or injury, paid from available sick leave. (See Article 15 for provisions regarding Family Illness.)

Section 3- The Superintendent may request a physician's certificate for any employee who is absent for three (3) or more days, consecutive or not.

Section 4- Abuse of sick leave is subject to discipline, up to and including discharge.

Section 5- Employees who use a maximum of four (4) sick days per year shall receive a yearly bonus of twenty-five dollars (\$25.00) for every sick day not taken out of that year's allotment, paid by the second payroll in July of each year.

Section 6- In unusual circumstances the Superintendent may grant use of unearned sick time to be repaid as earned.

Section 7- 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 30th 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 15
FAMILY LEAVES

Section 1- Bereavement

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

Section 2- Family Illness

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, stepchild, grandchild (to include only the grandchild that is under the legal custody of the employee, as evidenced by proper court documents provided to the Superintendent), and parents (including parents of spouse): up to forty (40) hours annually (July 1 - June 30) 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 one-half ($\frac{1}{2}$) a workday 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 their 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.
- d. This shall not be effective if the employee should take the initiative in any way to commit themselves to jury duty.

Section 4- Personal Leave

- a. Up to three (3) days per school year may be requested for personal business 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. If not used, these days will be added to accumulated sick leave.
- 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) member may use this privilege in any one (1) day.

ARTICLE 16
VACATION

The RSU provides a paid vacation benefit. Vacation days are offered on an annual basis depending on length of service.

The work year runs from July 1st to June 30th. As of July 1st of each year, secretaries who meet the criteria in Article 7 and work a minimum of one hundred ninety-four (194) days per year shall earn vacation time in accordance with the schedule below.

Secretaries who do not meet the criteria above will earn vacation on a prorated basis. Vacation time shall normally be granted during times when school is not in session.

| Work Year(s) Completed | 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 |

ARTICLE 17
MISCELLANEOUS

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

Section 2- All current job descriptions shall be provided to AFSCME Staff Representatives. When any adjustment/changes are made, these changes will be forwarded to AFSCME Staff prior to the approval of the RSUB.

Section 3- Whenever the RSU hires a new employee into a bargaining unit position, it shall notify the Unit Chair as to the starting date of such employee.

Section 4- In September of each year, the RSU shall provide the Unit Chair with a seniority list of all bargaining unit employees.

Section 5- The District shall reimburse employees who have the responsibility of calling substitutes at the district approved rate each month during the school year September to June for use of personal cell phones.

ARTICLE 18
INSURANCE

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.

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 prorated benefits.

ARTICLE 19
TRAINING AND PROFESSIONAL DEVELOPMENT

Section 1- Required Participation Reimbursement Costs

All training required by law shall be the responsibility of the RSU. An employee who is required by the Superintendent or the BA to participate in training not presented by the RSUB as part of the regular work year/provided by an external vendor shall be reimbursed for costs incurred, to include registration and mileage costs at the RSU approved per mile rate. In the event that expenses for meals, lodging, tolls, commercial conveyance, or parking are necessitated by the requirement, those costs shall be reimbursed at the RSU approved limits, upon submission of itemized receipts. The training must be approved using the RSU's standard operating procedure for professional leave approval.

Section 2- Attendance at Trainings

1. Employees may request professional leave to attend training, workshops, conferences, or seminars which directly relate to their present work assignment.
2. The training must have the prior approval of the Superintendent prior to enrollment, using the RSU's standard operating procedure for approval. Registration fees shall be paid directly to the vendor.
3. If approved, employees may be reimbursed for expenses including expenses such as mileage costs, lodging, and meal expenses at the RSU approved limits.
4. If an employee does not attend the approved training they are responsible for all costs, including non-refundable registration fees and/or cancellation fees.
5. Approval is contingent upon the availability of RSUB funds.

Section 3- Approved training hours will be considered work hours.

Section 4- Reimbursement for Requested Courses

1. Employees may be reimbursed for the cost of tuition for course work which is approved by the Superintendent. Such coursework must be relevant to the employee's job assignment in the secretarial fields. In addition, employees may be reimbursed up to one hundred dollars (\$100.00) per course for books and required fees.
2. The course must have the prior approval of the Superintendent before enrolling in the course, using the RSU's standard operating procedure for approval.
3. The district will reimburse the equivalent of three (3) credit hours or equivalent Continuing Education Units (CEU) at the University of Maine undergraduate rate per contract year. The date the reimbursement check is issued will be used to determine to which contract year the reimbursement applies.
4. Approval of the reimbursement is contingent upon the availability of RSUB funds.
5. It is the employee's obligation to take advantage of Third Party Billing options available at educational institutions and agencies. If an educational institution does not offer a Third Party Billing arrangement option, they shall pay the course costs and receive reimbursement as outlined below.
6. Reimbursement or Third Party Payment shall be contingent upon successful completion of the course with a grade of B or better in a graded course and a Pass in a Pass/Fail grading system. Prior to reimbursement/Third Party Payment, verification of successful completion by official transcript or proper documentation and proof of payment will be made by the employee.

If an employee receives course reimbursement, they shall continue to be employed by the RSUB for a period of one (1) year following their receipt of the reimbursement. If during such one (1) year period, the employee voluntarily leaves the employment of the RSUB, they will reimburse the RSUB for all amounts paid.

ARTICLE 20
SNOW DAYS

1. Employees assigned to schools and the Adult Education program are not to report to work on snow days, except under unusual circumstances and when requested by the BA. Employees may use available vacation hours or personal days on snow days. In the event school is closed early due to a storm or emergency, employees covered by the agreement will be paid for the adjustment made to the school day.
2. District Services Facility employees who are required to work on snow days shall report to work unless approved by the Superintendent. If the start of the school day is delayed or if the employees are dismissed due to inclement weather or emergency situation, employees covered by the agreement will be paid for the adjustment made to the school day.

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/Director of Special Education/Director of Adult Education, then, 2.) Superintendent of Schools or their designee. Any of these steps may be skipped if the individual holding these positions is the subject of an employee complaint.

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 policies and procedures.
- 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 school department 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 employed by the RSU.
- k. Conviction of drunk or reckless driving while in pay status for the RSU.
- 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.

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 (10th) day, the grievance shall be presented by the Steward or 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 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 ten (10) 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 only to judicial review.
- e. The cost of the service of arbitration shall be born 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. Any bargaining unit employee who chooses not to be a member of AFSCME shall be charged by AFSCME on a fee-for-service basis for services.

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. 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 ten (10) workdays, before becoming effective.
2. The employee, to the extent possible, shall schedule medical appointments outside of their work hours. All employees' scheduled medical appointments will utilize sick time, if during working hours.
3. The Superintendent, or their designee, shall meet with employees with any concerns so that the employees shall have an opportunity to discuss any areas of perceived deficiencies.
4. All training required by law or by the RSU shall be the responsibility of the employer.

ARTICLE 27
BULLETIN BOARDS

The RSU agrees to furnish and maintain a suitable electronic bulletin 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 or their designee. Any notice not in compliance with the above may be removed by the Superintendent or their designee.

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
INDEMNITY

The RSUB agrees to maintain general liability insurance coverage with a minimum three million dollars (\$3,000,000.00) per occurrence and School Board Legal Coverage that protects employees performing duties within the scope of their employment. Nothing in the article shall be deemed to waive any immunity or limitations on recovery under the Maine Tort Claims Act, Title 14 M.R.S.A., Section 8101, et. Seq.

ARTICLE 30
DURATION

This AGREEMENT shall be effective upon signing and continue in full-force and effect until midnight on June 30, 2027. All AGREEMENT provisions are effective July 1, 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 until a successor agreement has been reached.

IN WITNESS THEREOF, THE PARTIES HAVE SET THEIR HANDS THIS 15TH DAY OF JULY, 2024.

FOR AFSCME:

FOR THE EMPLOYER:

Signature:

Signature:

Lucille Null

Lucille Null (Jul 18, 2024 13:29 EDT)

Lucille Null, Administrative Secretary
Local 2178-03 Negotiating Committee

Roy Gott

Roy Gott, Board Member

Signature:

John Nuttall

John Nuttall (Jul 15, 2024 08:59 EDT)

John Nuttall, Field Services Director
AFSCME Council 93

APPENDIX A
RATES OF PAY

July 1, 2024 - June 30, 2027

| LEVEL | YRS EXP | FY25 | FY26 | FY27 |
|-------|---------|---------|---------|---------|
| A | 0-4 | \$18.19 | \$20.50 | \$22.00 |
| B | 5-9 | \$18.73 | \$21.00 | \$22.50 |
| C | 10-14 | \$19.26 | \$21.50 | \$23.00 |
| D | 15-18 | \$20.06 | \$22.25 | \$23.75 |
| E | 19+ | \$21.40 | \$23.50 | \$25.00 |

| LONGEVITY BONUS | |
|---------------------------|--------------|
| YEARS OF DISTRICT SERVICE | BONUS AMOUNT |
| 15-19 | \$750 |
| 20-24 | \$1000 |
| 25-30 | \$1,250 |
| 30+ | \$1,500 |

All paychecks will be electronically direct-deposited and advice slips will be issued by email. Employees who can demonstrate that they are unable to establish an account at a financial institution may request an exemption. For employees without email access, the school secretary can print advice slips if requested by the employee in writing.

APPENDIX B
AFSCME SERVICE FEES

1. An initial fee of one thousand dollars (\$1000.00) before any proceedings begin.
2. An hourly rate of two hundred and fifty dollars (\$250.00) for representation by the Union's attorney.
3. An hourly rate of one hundred and twenty five dollars (\$125.00) for representation by a Staff Representative.
4. An hourly rate of one hundred dollars (\$100.00) for research.
5. An hourly rate of seventy five dollars (\$75.00) for office staff support.
6. All expenses incurred in any proceedings, including the cost of any arbitrators or arbitration related expenses to include but not limited to, mileage, fuel, tolls, meals, lodging etc. will be borne by the employee.