



AGREEMENT

Between

BOARD OF EDUCATION OF THE CITY OF WATERVILLE

and

COUNCIL #93 AFSCME-AFL-CIO

FOR MAINTENANCE, CUSTODIAN, CAFETERIA AND BUS DRIVERS UNIT

LOCAL 2178-00

JULY 1, 2025 - JUNE 30, 2028

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ARTICLE 1 - GENERAL PROVISIONS

Section 1 - General. This agreement entered into by the Waterville Board of Education, City of Waterville, hereinafter referred to as the Employer, and Council #93 American Federation of State, County, and Municipal Employees, AFLCIO, Local 2178-00 hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Employee, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay and hours of work, benefits and working conditions for all employees in the bargaining unit.

Section 2 - Public Employees. The individual members of the Union are to regard themselves as public employees and, as such, they are to be governed by the highest ideals of honor and integrity in all their public relationships in order that they may merit the respect and confidence of the general public.

ARTICLE 2 - RECOGNITION

Section 1 - Sole and Exclusive Representative. The school department hereby recognizes that the Union is the sole and exclusive representative of all fulltime and part time custodians, head custodians, maintenance personnel, light housekeepers, cooks, kitchen managers, van driver/cooks, and bus drivers for the purpose of bargaining with respect to wages, hours, and working conditions for all employees in the bargaining unit. For the purpose of this agreement, the positions of Director of Transportation and his/her assistant, Maintenance Director and Maintenance assistant, and Foodservice Director and his/her assistant shall not be included as part of the bargaining unit.

Section 2 - Roster of Union Members. The Union agrees to supply the Superintendent of Schools with a list of Union members, its officers, the names of the Union Stewards and the names of the Grievance Committee. It shall be the duty of the Union to keep this list of names up to date.

ARTICLE 3 - MAINTENANCE OF MEMBERSHIP

No present or future employees shall be required to become a member of the Union as a condition of his/her continued employment. Each employee, who, on the effective date of this agreement, is a member of this Union, or who joins thereafter, shall maintain his/her membership in the Union during the period of this contract. A person who wishes to withdraw from the Union may do so within thirty (30) days prior to the termination of the contract. In the event that a "Union Shop" becomes legal during the term of this contract, the parties agree to meet and negotiate regarding such a provision.

ARTICLE 4 - CHECKOFF

Section 1 - Upon individually written authorization by an employee the school department agrees to deduct Union dues from each member so authorized; however, if any employee has no check coming to them or the check is not large enough to satisfy the assignments, then, and in that event, no collection will be made from said member for that week. In no case will the school department attempt to collect fines or assignments for the Union except regular, biweekly dues.

The Union agrees, in return for itself and its members that they will individually and collectively perform loyal and efficient work and service and will use their influence and best efforts to promote and advance the interests of the taxpayers of Waterville.

PUBLIC EMPLOYEES ORGANIZED to PROMOTE LEGISLATIVE EQUALITY (P.E.O.P.L.E.) DEDUCTION

The school district agrees to deduct from wages of any employee who is a member of the union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the school district and the union. The school district agrees to remit any deductions made pursuant to this provision promptly to the union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 2 - Employee Information

The Employer shall be required to provide the Union with the following information:

- The Union and/or the employee shall furnish a signed copy of the Union dues/agency fees deduction card that contains a waiver authorizing the use of his/her Social Security Number for the purposes of conducting business between the Union and the Board of Education. The Union and the Board of Education agree that employee Social Security Numbers will not be released to any third party outside of the business relationship existing between the Union and the Board of Education, unless directed in writing, by the employee.
- Concurrent with the issuance of weekly/bi-weekly wages to workers in the bargaining units represented by the Union, the Employer will electronically forward a data file to the Union for all employees for whom dues or agency fees have been deducted. These deductions and roster-information will be transmitted to the AFSCME Council 93 business office no later than the 15th of every month – and such transmission shall be accomplished either by electronic mail or some other secure method as agreed to by the parties.
- Upon the issuance of weekly/bi-weekly wages to workers in the bargaining units represented by the Union, the Employer will electronically forward a data file to the

Union for all employees whose job title is represented by the Union. This file shall contain:

Effective Date; Last Name; First Name; Middle Initial; Home Address; Phone number (1 – Mobile, 2 – Home, 3 – Work); Email Address (1 – Personal, 2 – Work, 3 – Other); Date of Birth; Social Security Number – the last 4 digits; Employee ID #; Employee Status; Hire Date; Position/Title; Date Employee Started in Bargaining Unit; Dues Deduction; Employer Name; Agency/Department Code; Salary Information; Pay Period Frequency; Number of Pay Periods; Salary/Compensation Rate; Authorized Hours; Full/Part-time Code; Termination Date; Grade; Step; Step Entry Date; Rehire Date

- Upon the request of the Union, the Employer may electronically forward employee data file(s)/extracts, using tools (such as: Excel spreadsheet, word files, etc.) that are commonly used by the Employer. These files may contain data, which describes the employee, their job, or personnel actions performed. The request for this data will not be unreasonably denied.
- The Employer shall provide to the Union an updated listing of codes on a weekly/bi-weekly/monthly basis. If, however, an existing code is changed or created, or changed and applied to an employee, the Employer shall provide to the Union a notice of said change(s) made to an existing code or created code within thirty (30) days of said change.

ARTICLE 5 - PROBATIONARY PERIOD

All new members shall serve a probationary period of six (6) months and shall have no seniority rights during the period but shall be subject to all other clauses of this agreement. All new bus drivers shall serve a probationary period of six (6) months, but shall be eligible for overtime/extra work time after three (3) months. All probationary employees shall be subject to all provisions of this agreement except for article 11 – settlement of disputes. All members who have worked said six (6) months shall be known as regular members and the probationary period shall be considered part of the seniority time, providing however, the school department shall have the right to terminate, without compliance with the terms of this agreement, the employment of any such new member within the probationary period.

ARTICLE 6 - SENIORITY

Section 1 - List Established. The school department shall establish a seniority list and it shall be brought up to date and distributed on October 1st of each year and immediately made available to each member, a copy of same to be mailed to the Secretary of Local 2178, Waterville Unit. Any objection to the seniority list shall be reported to the Superintendent of Schools within ten (10) days or it will stand approved.

Section 2 - Full Time Status. Seniority list will be by job classification and shall be based on an employee status as full-time or part-time. Full-time employment is as defined in Article 22, first paragraph of Section 2A & 2B. All other employees who do not meet the aforesaid definition will be classified as part-time for purposes of seniority. When an employee goes from a part-time to a full-time status, after the bid process has been completed, the employee shall be added to the seniority list of full-time employees with credit for the number of years of part-time work multiplied by the number of hours worked by the employee just prior to the bid procedure which resulted in an advancement to a full-time status.

Section 3 - Length of Service. It is agreed that seniority shall be determined by length of service by date of hire. In the event that 2 employees were hired on the same date the superintendent shall determine seniority by a flip of a coin at the time of hire. In case of layoff or rehiring, employees with the longest seniority within the job classification shall be laid off last and rehired first. The Employer agrees to furnish the Union with a list of employees with their length of service by October 1st every year. An employee shall not forfeit seniority during absence caused by illness or accident outside of his working hours.

ARTICLE 7 - VACANCIES/PROMOTIONS

Section 1 - Permanent Vacancy. When a permanent vacancy occurs, the employee with the highest seniority shall be given the first opportunity to fill the vacancy, providing the employee is determined by the Superintendent to be qualified for the position. If such employee does not avail himself or herself of the opportunity, or is not determined to be so qualified by the Superintendent, then the position shall be offered to the next senior person. In the event that an employee is selected and retained by the Employer in said permanent vacancy for a period of fifteen (15) working days, the employee shall be considered qualified and allocated to said job, otherwise, the employee shall be returned to his/her former position. Employees who are selected to fill a vacancy shall have a period of fifteen (15) working days in which to return to their former position without loss of seniority and at their previous rate of pay. All permanent vacancies shall be posted within a 30-day period.

Section 2 - Temporary Vacancies. When a temporary vacancy occurs, the position will be offered to the most senior employee within that job classification, within that building and down the list of seniority until the position is taken. If at any time during the year, a building has a temporary vacancy on the day shift (one day or more), that is not filled by a second shift custodian within the building, the Director of Facilities will offer the temporary vacancy to the highest seniority second shift custodian on the "out of building list" (as per Article 22, Section 4A) and continue down the list until the vacancy is filled. For purposes of this clause Waterville Senior High School and the Mid-Maine Technical Center shall be considered the same building. In the event no employee takes the temporary vacancy it shall be offered to a substitute.

If after the second day, a building has a temporary vacancy on the second shift that has not been filled by a Substitute Custodian, overtime will be offered by seniority.

Employees who are assigned work in a higher pay classification shall be compensated at the higher pay grade. Vacation leave and holidays shall be paid at this higher rate beginning on the first day of the employee's assignment to the higher pay classification of work. Should an employee be temporarily assigned to work at any lower pay classification, the employee shall not suffer any reduction in his/her normal pay grade.

Section 3 - Job Postings.

- a. Shift Time Changes. It is understood that management has the right to move a custodial shift schedule by 15 minutes, for an intended need, per year up to a maximum of 30 minutes during the life of the existing comprehensive contract, without considering the job to be substantially changed. Thus no job posting would be required. It is the intent of management to notify the unit chair of any such change.
- b. All job openings shall be posted via email for a period of five (5) working days. Each posting shall include the job title, starting and ending times (where applicable), and any changes from the previous job description. Late bus runs are an exception, as their specific times may not always be known or consistent. In such cases, an estimated time range will be provided. Employees shall have access to a computer to receive job postings. Bids for job openings must be submitted in writing or by email to the designated contact listed in the posting. Employees who are absent may submit their bidding preferences in advance. Any openings created as a result of filling a posted position shall be assigned by seniority without requiring additional postings. The Employer agrees to provide one hard copy of all postings to the unit chair.
- c. It is understood and agreed to that any bus driver bidding for a new job assignment may not have their total regularly scheduled weekly hours exceed 40 hours per week. If the new assignment puts their total regularly scheduled weekly hours over 40 hours per week they must give up other job assignments they already have, in its entirety, until their regular weekly work hours total 40 hours or less.

Section 4 - Layoffs, Notice of Layoff and Bumping Rights.

- a. Layoff. For purposes of Reduction in Force (RIF), there shall be four impact areas: maintenance, custodial, bus drivers, and food service. In case the Employer decides to reduce the school personnel, all part-time positions shall be eliminated prior to elimination of any full-time positions. In all cases, the employee with the least seniority in his/her respective job classification shall be laid off first. No new employee shall be hired until all laid off employees have been given an opportunity to return to work.

- b. Notice of Layoff. The Employer shall give any employee who is to be laid off at least a two-week notice of such layoff.
- c. Bumping Rights. Any employee who would be laid off or whose position is displaced due to the elimination of any shifts or facilities, shall have the right to bump any other employee in his/her job impact area with less seniority provided the employee has the qualifications for the position to bump into. Any employee who is bumped and cannot exercise his/her right to bump shall be laid off. A full-time employee shall not be required to bump into a part-time position.
- d. Those laid off employees shall have the right to be recalled for a period of two (2) years during which time they will continue to earn seniority. It shall be the responsibility of the laid off employee to keep the superintendent informed of his/her current address and telephone number.

ARTICLE 8 – VACATIONS

Section 1 - Benefits

Vacation time is based on an accrual rate determined by hours paid per pay period commencing at Board hire date. The vacation schedule for employees is as follows:

1 year	=	2 weeks
5 years	=	3 weeks
10 years	=	4 weeks
15 Years	=	5 weeks
20 years	=	6 weeks

{Employees' vacation hours are prorated according to Board hired hours}

On the custodians and maintenance workers anniversary date vacation hours carried forward to the next year may not exceed the previous year's accrual. Any hours beyond this maximum will be lost.

Bus drivers and cafeteria workers unused vacation time will be paid off at the end of each school year.

Also, it is understood and agreed to that employees may substitute accrued vacation pay for any unpaid leave time up to the amount they have accrued at the time of request.

Section 2 - Schedule. The vacation period shall run from anniversary date of board hire to anniversary date of board hire in each succeeding year. Vacation preference will be by seniority, if requested by April 1st, and if there are conflicts over specific dates, the most senior employee will get the preference. After April 1st, the first request gets precedence. Tie-breaking procedure will be seniority. During the summer shutdown period (last day of

school in June to first day of school in August), no employee is entitled to more than two weeks of paid vacation, unless granted by their immediate supervisor.

Section 3 – Vacation Period For Bus Drivers. The vacation period runs from the close of one school year to the start of the next school year.

Section 4 – School Vacations. If bus drivers are not needed for trips, the supervisor may grant vacation time during school vacations.

ARTICLE 9 – HOLIDAYS

Section 1 - Holidays. The following days will be considered paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Indigenous Peoples Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth Day*	Christmas Day
Independence Day*	

*If these days fall within the Employee's work year.

Section 2 - Holidays worked. It is agreed by the Employer if any employee works any of the above listed days, the employee shall receive a regular day's pay plus 1 1/2 times the number of hours worked.

If one of the above designated holidays falls on the weekend, but is celebrated by the Employer during the week, the employees will not have to work on the celebrated date. The employee will receive holiday pay for the celebrated date of the holiday, rather than the date on which the holiday occurred.

Section 3 – Refusal. Any bus driver refusal to work on a holiday shall not have the refusal counted as a refusal of extra work.

Section 4 – Additional Holidays. In addition to the holidays listed above, any additional holiday(s) declared by the President of the United States or the Governor of the State of Maine or observed pursuant to order or resolution of the School Board shall be added to the list of holidays.

ARTICLE 10 - SICK LEAVE

Section 1 - Sick Leave Computation. Sick leave shall be computed at the rate of fifteen (15) days per year for custodians and maintenance workers and twelve (12) days per year for food service workers and bus drivers, and be accumulated to a maximum of one hundred twenty (120) days. Those who have reached the maximum sick days (120) shall

still receive and be able to use their annually contractual sick leave; however, at the end of that year, unused days will not be accumulated.

Sick days to be paid would be based on the board hire hours, i.e. if the Employer hire hours are six (6) hours per day, then fifteen (15) days would be calculated as payable as a total of ninety (90) hours accrued per contract year and twelve (12) days would be calculated as seventy two (72) hours per contract year. The total maximum hours would be 720. (6 hours x 120 days) at the start of July 1, the total hours in units of fifteen (15) or twelve (12) days would be available based on board hire hours. Sick hours for new hires would be prorated at the time of hire.

Under the Family Medical Leave Act, parents may take up to twelve (12) weeks for maternity/paternity leave.

In the event of natural birth or adoption:

1. Employees may have two (2) weeks paid leave that does not come from their sick time.
2. Employees may take an additional four (4) weeks from their sick time.
 - If employees do not have enough sick time accrued to cover this, then use of the sick leave bank is possible, providing they meet those requirements as outlined in Article 17. Article 17 Section D5 shall be waived.
3. In the event it is medically necessary, an employee may take up to six (6) weeks more from their sick time.
 - If employees do not have enough sick time accrued to cover this, then use of the sick leave bank is possible providing they meet those requirements as outlined in Article 17.
4. In the event that both parents are employed by the district, both parents may access Part 1 above; only one parent may access Parts 2 and 3 above.
 - This section shall not apply to the adoption of a step-child or a child who is already a member of the employee's household.

Section 2 – Sick Bank.

- A. The Board shall cooperate in the establishment of a sick leave bank on a voluntary basis. Any employee is eligible to participate subject to the following procedures and conditions.
 1. At the start of each school year, employees enrolling in the bank shall individually donate one (1) day of their available annual sick leave. At the close of each school year all accumulated sick days in the bank will expire.
 2. If the number of days in the bank diminishes to thirty (30), those participating will be assessed an additional day.

3. Additions will be made to the bank at the beginning of each school year according to the above limitations.
4. An employee who withdraws from membership in the bank will not be able to withdraw the days contributed.
5. A doctor's note certifying that it is medically necessary for the employee to take sick leave at that time shall be required as a prerequisite to withdrawing days from the bank. If surgery is involved, the doctor's note must certify that there is a valid medical reason for having the surgery at that time.
6. Employees may withdraw days from the bank only when their available sick leave is depleted and they have been absent, due to illness, for ten (10) consecutive days without pay. The requirement of ten no pay days may be waived by the Superintendent for serious injuries, serious illness or ongoing treatment of a serious condition. In the event that the Superintendent of Schools denies an employee's request to waive the ten days without pay waiting period to access the sick bank, the employee may appeal. The employee, or his/her representative, may request a hearing with the Sick Bank Appeals Committee within two school days of the denial, through his/her bargaining unit's leadership. The meeting will be scheduled by the Superintendent within three school days of the request. This committee shall consist of one representative from each of the major bargaining units in the district. The representative must be in a leadership position, or appointed by someone in a leadership position. A major bargaining unit is defined as having five or more members. The Superintendent will attend the meeting of the Appeals Committee to state the reason for the denial, but shall not have a vote. A minimum of five voting members must be present for an appeal to be heard. The majority decision of the committee is final and may not be grieved. A maximum of thirty (30) days per year may be drawn by one individual from the bank.
7. Employees withdrawing sick leave days from the bank shall not have to replace those days except as provided in Subsections 2 and 3.
8. Employee in this section means Board approved employee.

Section 3 - Unpaid Sick Leave. At the Employer's sole discretion, an employee may be granted a leave of absence without pay, for illness for up to six (6) months upon written application and the presentation of certification by a licensed physician that the employee is unable to perform assigned duties. Such leave will be granted only if the operation of the schools will permit and with the further provision that any accumulated paid sick leave to which the employee is entitled is counted towards the six (6) month period.

Employees granted a leave of absence hereunder shall be restored to the position, which they held at the time, the leave was granted or to a substantially equal position.

Section 4 - Family Sick Days. In case of family illness necessitating the employee's absence from work, an employee may use up to six (6) days of sick time.

Section 5 - Death in Family Time Off. Employees shall be granted leave of absence necessitated by the death of a member of the immediate family. Immediate family is defined as: Husband, wife, son, daughter, mother, father, grandmother, grandfather, grandson, granddaughter, siblings, in-law, step-relations, or a member of the household. Such leave shall be granted at full salary for a period not to exceed five (5) days in each instance of death. Leave to attend funerals of other close relatives or very close friends may be allowed at the discretion of the superintendent; a maximum of one (1) day may be granted for each instance to be withdrawn from the employee's sick leave. If unused sick days are not available under sick leave benefits, the superintendent may still grant the leave without pay.

Section 6 - Notification of Illness. Employees must notify their immediate supervisor as early as possible when they are unable to report for duty. The chain of command shall be as follows:

- Maintenance employees should notify the Director of Facilities/Special Projects first, if this is not possible, then they should contact the superintendent's office.
- Custodial employees should notify the head custodian first, if not possible then contact the Director of Facilities/Special Projects next, if this is not possible, then they should contact the building principal.
- Cafeteria employees should notify the head cook first, if this is not possible, then they should contact the Assistant Director of Food Service or the Director of Food Service.
- Bus drivers should notify the Transportation Director.

After seven (7) consecutive days of illness, a doctor's certificate may be required to confirm the specific nature and projected duration of an illness. If circumstances warrant, the Board may require school personnel to undergo a physical examination. The Board will pay for out of pocket expenses for such examination and reserves the right to choose a doctor for the same.

Section 7 – Payment for unused sick leave. At the time of resignation from active service with the school department, the Employer agrees to compensate the resigning employee fifteen (15) dollars per day for accumulated sick leave. In the event of death, payment is to be made to the estate of the employee.

Section 8 - Jury Duty. Employees shall be entitled to paid leave for jury duty. Employees on jury duty shall receive their regular pay.

Section 9 - Employee Paid Leave. All employees shall be entitled to two (2) personal leave days per year at no loss of pay. Both days may be taken without a stated reason. They may not be used to extend a school vacation or holiday weekend without approval of the superintendent.

Paid leave provisions shall apply to all bargaining unit members in accordance with 26 MRSA-637.

ARTICLE 11 - SETTLEMENT OF DISPUTES

Section 1 - Grievance and Arbitration Procedures. Any grievance which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Step 1: The Union Steward, with the employee shall orally take up the grievance or dispute with the employee's immediate supervisor,

- Maintenance employees – Director of Facilities/Special Projects
- Custodial employees – Director of Facilities/Special Projects
- Kitchen employees – Director of Food Service
- Bus Drivers – Director of Transportation

within three (3) working days from the date of the grievance or the employee's knowledge of its occurrence. Working days shall mean Monday through Friday exclusive of holidays. The supervisor shall attempt to resolve the matter and shall orally respond to the steward within three (3) working days.

Step 2: If the grievance still remains unadjusted, it shall be presented by the Union Steward, representative, or Union Grievance Committee, to the Superintendent of Schools, in writing within seven (7) working days after the oral response of their immediate supervisor as outlined in Step 1 is due. The Superintendent of Schools shall respond in writing to the Union Steward, representative, or Union Grievance Committee (with a copy of the response to the local Union President) within ten (10) working days.

Step 3: If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the Superintendent is due, by written notice to the other, appeal to the Waterville Board of Education. The Waterville Board of Education shall hear the grievance no later than their next regularly scheduled Board meeting. After hearing the grievance, the Waterville Board of Education shall respond in writing, with their decision, to the Union Steward, bargaining agent, or Union Grievance Committee (with a copy to the local Union President) within ten (10) working days.

Step 4: If the grievance is not settled after step 3, then arbitration proceedings shall be initiated within ten (10) working days, after the response by the Board. These proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within ten (10) working days after the notice has been given. If the parties fail to select an arbitrator, either party may request the assignment of an arbitrator or arbitrators by the Maine Bureau of Arbitration and Conciliation in accordance with the provisions of Title 26 MRSA.

The decision of the arbitrator or arbitrators shall be final and binding on the parties and the arbitrator or arbitrators shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrators' services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

Grievances initiated by the Employer shall be processed in this same manner, but they may be initiated at either Step 1 or Step 2.

Section 2 - Grievance Committees. 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 Employer by the local Union, and the individuals so certified shall constitute the Union Grievance Committee.

The employer shall meet, as necessary, at a mutually-convenient time with the Union Grievance Committee.

All Union Grievance Committee meetings held with the employer shall be held at a mutually-agreed-upon time and place.

The purpose of Union Grievance Committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the employer other issues, which would improve the relationship between the parties.

Section 3 Waiver. Failure to follow any of the time deadlines in processing of grievances shall be deemed a waiver of the rights to proceed further in the grievance process, unless the parties mutually agree otherwise. An arbitrator shall have no power to enlarge or vary the time set forth in this article.

ARTICLE 12 - MANAGEMENT RIGHTS

The Employer shall have the authority to adopt rules for the operation of the department and the conduct of its employees providing such rules do not conflict with any other provisions of this agreement.

The parties agree that the Employer has the right to direct the work force of the department including the right to suspend or discharge for just cause. However, it is the responsibility of the Employer not to require any of the members of the department to use any equipment that does not meet the reasonable safety requirements as provided by the law.

The Employer reserves the right to hire personnel for part time work in any building or for any job classification, but not for the purpose of replacing a full time employee for a full time vacancy. The school department reserves the right to hire spare drivers, but not for the purpose of replacing or reducing the hours of regular drivers.

Nothing in this agreement shall be construed as delegating to others the authority granted by law to the employer, or in any way abridging or reducing such authority.

ARTICLE 13 - PROTECTION OF PROPERTY AND EQUIPMENT

Section 1 - Responsibility. It shall be the responsibility of any employee having custody of any equipment and property to see to it that equipment and property is properly cared for, kept clean and returned to its place of storage. Drivers will report any suspected malfunction of their equipment to their supervisor, and will assume the responsibility for the cleanliness of their buses by daily sweeping and emptying of trash containers.

Section 2 - Labor Requirements. In justice and fairness to the City of Waterville and taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform said duties.

Section 3 - Safety. The Employer shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Employer and the Union may meet once in ninety (90) days at the request of either party to discuss such regulations. The Union agrees that its members who are employees of the department will comply with the department rules and regulations relating to safety, economy, continuity, and efficiency of a service to the department and the public.

ARTICLE 14 - NO STRIKE OR LOCKOUT

The Union agrees there shall be no strikes, slowdowns, stoppage of work or any interference with the efficient management of the school department.

The school department, in return, agrees that there shall be no lockout of employees by the department unless this action is necessary to maintain schools as prescribed by state law.

ARTICLE 15 - WORKERS' COMPENSATION

Section 1 - Workers' Compensation. The school department shall provide workers' compensation insurance. All on the job injuries shall be reported in writing to the superintendent within twenty-four (24) hours of date of accident. The school department shall pay the normal rate of pay for any period not covered by workers' compensation as provided for in subsection a, b, and c below. The Employer may request confirmation from a doctor periodically confirming that the employee is still unable to carry on the employee's duties.

An employee, who is injured while on duty and therefore eligible for a workers' compensation award, shall be entitled to remain on the payroll at the regular rate of pay for a maximum of one year. Payment for this period of one year is subject to the following conditions:

- a. Until the employee has been granted an award under the workers' compensation law, the employee may draw upon accumulated sick leave for purposes of wage payments. These payments may continue until the accumulated sick leave has been exhausted.
- b. Upon receipt of a workers' compensation award, the employees may return the full amount of the award for the period covered by the sick pay, and in that event the sick pay will be reinstated. Award checks negotiated to the school department shall result in a recredit of sick leave on the basis of every dollar of compensation awarded to be equal to the same number of dollars of gross payroll paid out in sick leave benefits. The employee has the option, within one year from return to work, to pay back any difference in the recredit of sick leave benefits up to the total amount of sick leave gross dollars paid out. Failure to pay back the award for the period covered by sick pay will result in the extinguishment of accumulated sick leave.
- c. In order for the employee to continue receiving regular weekly wages during the period of incapacitation, the employee must negotiate the check representing the workers' compensation award to the order of the City of Waterville; in return for such negotiation, the regular weekly paycheck will be turned over to the employee.

Section 2 - Employees Hired After July 1, 1995. An employee hired after July 1, 1995 shall not be entitled to the benefit provided in Section 1 c above. The employee is entitled to use sick leave benefits as described in 1 a and b above, provided however, the employee has not used the option under Section 1 b, and must re-credit the sick leave

account with award checks as provided in Section 1 b. Award checks that are issued for a time period when the employee was not drawing sick leave benefits, will be available to the employee in full, and do not have to be used to recredit sick leave benefits.

ARTICLE 16 - PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, age, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

The Employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination interference, restraint or coercion by the Employer or any employer representative against any employee because of Union membership or because of any employee activity in any official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 17 - UNIFORMS, PROTECTIVE CLOTHING AND TOOL REPLACEMENT

Upon presentation of receipts, Cafeteria personnel shall be reimbursed up to two hundred (\$200) dollars clothing allowance per year. Upon presentation of receipts, maintenance personnel may be reimbursed for personal tools in the amount of two hundred (\$200) dollars per year. Upon presentation of receipts, custodial and Maintenance personnel shall be reimbursed up to two hundred (\$200) dollars for footwear and/or clothing per year. Uniforms, if required, will be purchased by the supervisor of each job classification and will be identical in appearance. Each year representatives from each kitchen will be sought for their input on uniform selection.

ARTICLE 18 - CALL TIME

Section A

Any employee, excluding bus drivers, called to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours.

Any employee, excluding bus drivers, who is scheduled to report for work and who presents himself/herself for work as scheduled shall be assigned to at least two (2) hours' work. However, if work is not available, the employee shall be excused from work and paid for two (2) hour's work at the appropriate rate, straight time or overtime, whichever is applicable.

When any employee, excluding bus drivers, reports for work and starts to work as scheduled and is excused from duty before completing two (2) hour's work, the employee

shall be paid for two (2) hours at the appropriate rate, straight time or overtime, whichever is applicable.

Section B – Bus Drivers

1. Bus Drivers requested to work outside their regularly scheduled hours or shifts, not consecutively scheduled, shall be paid for a minimum of two (2) hours. This two-hour call-in shall also apply to drivers called in for drug testing.
2. Bus Drivers requested to work outside their regularly scheduled hours or shifts, not consecutively scheduled, that is cancelled without notification or cancelled because of alternative transportation after 8:00 p.m. the day before the trip, to the assigned bus driver, the assigned driver shall receive three (3) hours of paid time. This is defined as "show-up time". It is understood and agreed to that this does not apply when the extra time assignment is scheduled consecutively with a regular work schedule.

ARTICLE 19 - UNION BULLETIN BOARDS AND ACTIVITIES

Section 1 - Union Bulletin Boards. The Employer agrees to furnish and maintain one suitable board in a convenient place to be used by the union in each school. The union shall be allowed to use the school's email and internet services.

Section 2 - Union Activities on Employees' Time and Employer's Premises.

During working hours, on the employer's premises, and without loss of pay, Union representatives shall be allowed to transact necessary Union business, if mutually agreed upon by the Employer and Union.

Section 3 - Visits by Union Representatives. The Employer agrees that accredited representatives of American Federation of State, County and Municipal Employees, whether Local Union Representative, District Council Representative, or International Representative, shall have access to the premises of the Employer at any time during working hours to conduct local Union business, upon authorization of the superintendent.

ARTICLE 20 - WORK RULES

When existing rules are changed or new rules are established, the union shall be notified, in writing, at least ten (10) working days prior to said rules being posted. After notification, all new work rules shall be disseminated to all bargaining unit members.

Section 1 - Coffee and/or Rest Period: There shall be a fifteen (15) minute rest period in each one-half shift. Both fifteen (15) minute breaks are normally to be taken on the premises at a time worked out with the building supervisor unless an alternative arrangement has been approved by the building supervisor.

Section 2 - Informing New Employees: New employees shall be provided with a copy of all existing rules at the time of hire.

Section 3 - Enforcing: Employees shall comply with all existing rules that are not in conflict with the terms of this agreement, provided the rules are uniformly applied and uniformly enforced.

ARTICLE 21 - SPECIAL DUTY ASSIGNMENTS

Section 1 - Compensation for Special Duty Assignments. Compensation for special duty assignments shall be paid a minimum of three (3) hours. It is understood that while on special duty assignment the employee is still working for and under the direction of Waterville Public Schools. As such, they may be directed to engage in other work assignments that are not necessarily associated with the special duty assignment.

No custodian shall be taken off said custodian's regular work assignment for this purpose. Cafeteria workers who wish to be called for substitute work will express their interest, in writing, at the beginning of each school year. Cafeteria workers who have expressed this interest in substituting will be called prior to outside replacements. They will be entitled to the rate of pay of the person for whom they are substituting.

Section 2 - Head Custodian. The position of head custodian may be established, by the Board of Education, in each school building (job description on file in superintendent's office). Compensation for this added responsibility is listed in Article 22, section 5 - Wages.

ARTICLE 22 – WORK WEEK / OVERTIME/LONGEVITY INCENTIVE

Section 1 - Regular Hours of Work. The regular hours of work each day shall be consecutive except for interruptions for lunch period.

Section 2A - Work Week/Flex Time Schedules: The work week for full-time custodians and maintenance personnel shall consist of five (5), eight (8) hour days. The eight (8) hours will be working hours. However, during school vacations, on a case by case basis, with mutual agreement between the Parties, (Employer and Union) all alternative work schedules will be considered. However, no mutually agreed upon alternative work schedule shall create overtime hours until after the employee has worked forty hours. Also, mutually agreed upon alternative work schedules shall not be considered in violation of a contract language limiting management's right to change the employee's regular hours of work. The school department does have the right to permanently hire up to five (5) hours of part-time custodial/maintenance personnel per day. The lunch period will not be included in the workday.

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times while school is in session.

Employees will have the option to work four (4) consecutive ten (10)-hour shifts during the summer while school is not in session. It is understood that schedules may need to be staggered to meet building-level needs.

These work schedules shall be made known to the employees and shall not be changed unilaterally, except in case of an emergency.

Section 2B - Hours of Work For Bus Drivers: Bus drivers assigned a daily route are considered full time bus drivers for the purpose of this agreement. The hours of work will be governed by the needs of the School District. The supervisor will provide each driver with a schedule prior to the opening of school in the fall. Each driver will be allowed a half-hour daily for refueling and sweeping the bus. All regularly scheduled runs shall be paid a minimum of two (2) hours per run. The School District shall pay for actual time used for cleaning and refueling a second bus when used for field or activity trips.

Section 2C - Field Trips: The Supervisor will assign field trips to regular drivers in the employ of the school district on a rotating basis as provided in Article 24 Section 4B. Only after all regular drivers have refused, will the Supervisor employ outside drivers. Any roundtrip of 200 or more miles may be hired out if the added cost for doing this is to be paid for with funds outside the regular school budget.

Section 2D - Class Trips: A class trip is defined as a trip involving Senior and Junior High School classes traveling within the political boundaries of the City of Waterville as part of their subject studies. A qualified and licensed class teacher may drive school buses for these trips. However, this provision does not apply to trips that have traditionally been classified as field trips under Section 2C. Notwithstanding the above, it is understood that the driving of school buses is bargaining unit work and will be offered to bargaining unit employees, as per Article 22.

Section 2E - Vans. Notwithstanding any other provisions of this agreement, the district may provide van transportation to students outside the terms of this contract, provided that such transportation is limited to one van per trip or destination, and the number of students transported per trip does not exceed the passenger capacity of the van being used.

Section 2F - Overnight Accommodations. If a driver, in the performance of duty, must be away overnight, the Board will provide appropriate accommodations. In all instances, the accommodations shall be at least equal to that provided for the students and staff being transported. Appropriate shall be defined by the Supervisor of Transportation and the Superintendent of Schools.

Section 2G - Credit Cards Credit Cards shall be made available to drivers assigned to trips outside the City. Cards will be assigned on a trip basis with control resting with the Supervisor of Transportation. The driver is fully responsible for the cards while they are in

his/her possession. It is understood that this section will be null and void if the school system is unable to secure credit cards.

Section 2H - Meal Allowance. The employer shall pay a special meal allowance of \$9.00 to bus drivers on away or special trips for each complete four (4) hour period.

Section 2I - Summer Employment. Drivers shall have the opportunity to apply for any positions open during the summer by virtue of temporary positions in the custodial force. The Supervisor of Maintenance and the Superintendent of Schools shall have the authority to hire or not depending upon their perceptions of the need and of the skills of the applicants. Salary for these positions shall be at the rate established for temporary positions. All Summer runs will be posted by the first week of June. Drivers shall have the opportunity to bid for summer runs based on seniority. Drivers shall have the opportunity to be placed on a rotating list for summer trips. In order to be placed on the list for summer trips, the driver must notify the Transportation Director by the end of the first week of June of each year of their desire for summer trip work. All drivers on the summer list will be notified by email of all available trips.

Section 2J - Professional Development. Each school bus driver shall be guaranteed three (3) in-service days per year paid at appropriate rate for each hour of the in-service day.

Section 3A - Overtime/Compensatory Time. All time actually worked over eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid for at the rate of time and one-half (1 1/2) of the regular hourly wage rate. Overtime shall not be pyramided. Compensatory Time: At the employee's option, any hours worked or compensated at a rate of time and one-half may be accrued as compensatory time to be utilized at a mutually agreeable time. The number of worked hours accrued as compensatory shall be limited to 40 hours (60 hours of paid time off). All compensatory time accrued shall be paid to the employee in his/her final paycheck of each fiscal year. A request for "Compensatory Time" must be submitted to the supervisor at least twenty-four (24) hours in advance for approval. For the purposes of this paragraph, holiday and vacation time shall be considered actual time worked.

Section 3B – Overtime for Bus Drivers. All work over eight (8) hours in any one day or 40 hours in any one week shall be paid for at the rate of time and one half (1-1/2). Overtime shall not be pyramided. For purposes of this paragraph, the work week is defined as Sunday through Saturday.

Section 3C – Safety. In the interest of safety to pupils, personnel and equipment, the Board will take all possible steps to assure that no employee is requested to work more than 15 hours overtime in any given seven (7) day period.

Section 4A - Distribution of Extra Work. Extra work shall be distributed equally among custodians and cafeteria workers, within the building in which work is performed. Each

year on September 1st, the Director of Facilities will post an "out of building" overtime list for five (5) days to allow any custodian to sign the list. The distribution of extra work shall be equalized over the work year. Extra work is defined as work outside the regularly scheduled workday or workweek. Such extra work may or may not involve overtime payments as defined in Section 3A of this Article 22.

On each occasion, the opportunity to work extra shall be on a rotating basis, initially beginning with the senior employee and moving down the list. From there on, the person with the lowest number of hours offered or worked shall be offered the extra work. The rotation will be a continuous process. Any refusal of extra time will be charged against the employee. If all employees refuse the extra time, the Employer may fill the work assignment from the employee at the top of the list. Substitute custodians will not be used for overtime work unless all available district custodians have refused the extra-time work. A record of the extra time worked or refused shall be posted in each school building and updated by the Head Custodian each time extra work is assigned or offered.

Section 4B - Distribution of Trips/Extra Work for Bus Drivers.

Extra work opportunities shall be distributed equally to the regular bus drivers. The distribution of extra work is intended to be equalized over the school year in accordance with the following procedures. Extra work is defined as work outside the regularly scheduled workday or week. Such extra work may or may not involve overtime payment as defined in Section 3B of this Article 22. On each occasion, the opportunity to work extra, (including trip work and non-trip work) shall be on a rotating basis, initially beginning with the senior employee and moving down the list. On Monday morning trips will be assigned from Tuesday through the following Monday. Trips shall be listed chronologically, by the trip date and start time. When two trips have the same start time, the trip with the longest hours shall be listed and assigned first. Any new trips that need to be assigned because a driver with additional normal hours has accepted extra work resulting in the need to fill those additional normal hours, that extra work will be bid after the list of trips has been completed. The rotation will be a continuous process regardless of the day a new assignment comes in with more than a 2 hour notice before the trip is to leave. In other words, the rotation established as of Sunday midnight remains in use until the next rotation is determined. It is intended to be a fair rotation with integrity; therefore, if a driver accepts a trip and then turns back in the trip, the driver shall be skipped over in their next opportunity for an extra time trip.

If all employees refuse the extra time then the School Department may go outside the regular work force to fill the assignment. If no spares are available, the regular driver on the top of the list must take the assignment.

Any trips canceled and rescheduled for the same week the driver will have the option to follow the trip.

Any employee that serves three (3) months of his/her probation shall be placed on the extra time list according to their seniority. It is understood and agreed that on very rare occasions "spontaneous" trips, defined as a trip scheduled to leave within two hours, arise that were not pre-planned or known about by management. When these situations occur, the Transportation Director will use his/her best judgment to assign a driver via the quickest method possible, which may or may not take into consideration the extra-time trip list. If an assigned trip is cancelled and the trip is not rescheduled within the same week, the School Department will make every effort to offer "spontaneous" trips to the driver whose trip was cancelled during that rotation, provided the driver is readily available.

Section 4C – Late Bus Run.

The late bus run is defined as a continuous, scheduled extension of the driver's PM run, awarded to the senior driver and is considered part of the driver's regular assignment. Compensation for the late bus run will be based on the actual time worked.

Section 5 – Wages

	7/1/25	7/1/26	7/1/27
	3%	4%	5%
Head Maintenance	\$32.23	\$33.52	\$35.20
Maintenance	\$27.46	\$28.56	\$29.99
Head Custodian	\$27.10	\$28.18	\$29.59
Custodian	\$24.88	\$25.88	\$27.17
Kitchen Manager	\$25.44	\$26.46	\$27.78
Assistant Cook	\$21.32	\$22.17	\$23.28
Bus Driver	\$25.50	\$26.52	\$27.85

Kitchen managers and cooks, as well as head custodians and custodians are not considered the same job classification. Kitchen Managers, Head Maintenance, and Head Custodians receive additional pay, as outlined above, for the added responsibility in their job description. Acting Kitchen Managers, acting Head Maintenance, and acting Head Custodians receive the same additional pay as Kitchen Managers, Head Maintenance, or Head Custodians as outlined above for the added responsibility in their job description.

In addition, custodians working the second and third shifts will receive an hourly differential of \$.75 and \$1.00 respectively.

Section 6 – Mileage Reimbursement: Miles driven in an employee's personal vehicle for the purpose of performing their assigned work, and approved by the employee's supervisor, shall be reimbursed at one hundred percent (100%) of the IRS rate on September 1 of each contract year rounded to the nearest half cent per mile. Requests for travel reimbursement under this section shall be made on a form provided by the Superintendent of Schools or on an electronic template available on the email system.

Section 7 – Longevity Incentive: Employees with five (5) or more years of service with Waterville Public Schools are eligible for an annual longevity stipend, paid in 26 equal installments starting on the employee's anniversary date. Employees may elect to receive the longevity stipend in two equal payments by notifying the Payroll Administrator before July each year. Longevity credit and stipends will be earned as follows:

<u>Weekly Hours Worked</u>	<u>Longevity Credit Earned</u>
More than 30 hours/week (average)	1 year
More than 25 hours/week	1 year
15-30 hours/week (average)	½ year
15-25 hours/week	½ year
Less than 15 hours/week	No credit

Longevity Credit Stipend Amounts

5+ Years	\$1,000
10+ Years	\$1,250
15+ Years	\$1,500
20+ Years	\$1,750

ARTICLE 23 - EARLY RELEASE/SNOW DAYS/VIRTUAL DAYS

In the event an employee's normal workday is abbreviated or canceled due to an early release day, a snow day or a virtual school day, they may request to recapture the time lost by notifying their immediate supervisor and working out a schedule that does not include overtime. This recapturing of time must be completed by the end of school for that contract year.

ARTICLE 24 - HOSPITAL/MEDICAL/DENTAL INSURANCE

Section 1 - Employer Obligation. The Employer will pay the annual cost set forth hereinafter of an employee's group hospitalization and major medical program, including Northeast Delta Dental to all eligible employees including bus drivers and kitchen managers.

The Employer's obligation to pay the cost of the aforementioned insurance is limited to the amount established in Section 2 and 3. These limits represent the annual maximum amounts that will be paid by the Employer. If the premium cost of a particular coverage for which the employee is eligible is less than the annual maximum amounts or if premium costs are reduced, the Employer's obligation under this Article is met by payment of such reduced premium costs, and the employee shall have no right or interest in the differences between the reduced premium costs and the annual maximum amounts set forth in Section 2 and 3. In the event that the premium costs for an employee is above the annual maximum amounts set forth in Section 2 and 3, the covered eligible employees shall have

the obligation to pay the difference between the annual maximum amounts and the increased premium costs.

Section 2 - Maximum Annual Amount. Full-time bus drivers will be considered a full-time employee for the purpose of eligibility for health insurance. For custodian and maintenance employees, the Employer's obligation towards health insurance is computed at 80% of the cost of MEA Benefits Trust Standard Adult with Child Plan based on a 230 day per diem rate. This figure represents the maximum annual obligation of the Employer, as that obligation is defined in Section 1 above for eligible employees covered by this collective bargaining agreement.

Section 3 - Employees Working Less Than Forty (40) Hours Per Week. Food Service Employees who work twenty (20) or more hours per week but less than forty (40) hours per week during the school year, shall be entitled to a health benefit contribution of 40% of full-time employees based on a 183 day work year. Kitchen managers will be entitled to a 100% single person coverage based on Anthem's Blue Cross Blue Shield Choice Plus Plan.

The contribution set forth shall constitute the employer's sole obligation to the employee opting to be covered under the group hospitalization and major medical plan. If the cost of coverage is less than the contribution, the employer's obligation is met by payment of the appropriate premium. If the cost of the appropriate premium is greater than the employer's contribution, such difference is the sole obligation of the employee and the employee will authorize payroll deductions to meet this obligation. During the summer recess period the employee will make direct payments in advance of the premium due date.

ARTICLE 25 - SUCCESSOR CLAUSE

If the Employer sells, leases, transfers or assigns any of its functions or a portion thereof, the Employer shall inform the purchaser, lessee, assignee, or successor of the exact terms of this Agreement and shall make the sale, lease, transfer or assignment conditional on the successor assuming all the conditions and obligations of this Agreement, including but not limited to the retention of all employees. Any sale, lease, transfer or assignment shall include a provision requiring the successor to be bound by all the provisions of this Agreement until its next expiration date, at which time the successor will recognize and negotiate with this Union and no other employee organization. The Union hereby recognizes and agrees that the school board cannot in any way enforce the provisions of this Section, and the Union does hereby agree to undertake any action, civil or administrative, to enforce the provisions of this Section. The school department shall provide the union an annual notice by May 1st each year when considering sub-contracting any of the bargaining unit functions or positions and share any feasibility studies or relevant information. The union shall have equal opportunity to present a proposal to the Board which shall be given reasonable consideration.

ARTICLE 26 - DISCIPLINARY ACTION

1. Disciplinary action or measure shall include only the following:

- a. Oral reprimand
- b. Written reprimand
- c. Disciplinary Suspension (notice to be given in writing) without pay for one day
- d. Disciplinary Suspension (notice to be given in writing) without pay for more than one day
- e. Discharge

Any disciplinary action or measure imposed on an employee shall be only for just cause. Disagreement over this action may be processed as a grievance through the regular grievance procedure. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee including, in the presence of other employees or the public.

2. Administrative Suspension of an employee when necessary to conduct an investigation and determination shall be with pay. An employee who is suspended or discharged, shall be given written notice within five days either in person or by certified mail, return receipt requested, to the employee's last known address according to the Board records, of the suspension or discharge and the reason therefore. Notice shall also be sent to the Union Steward and the Bargaining Agent. Any employee found to be unjustly suspended or discharged shall be reinstated with full restoration of all other rights and conditions of employment. Any employee discharged must be paid in full for all wages owed him/her by the Board, including overtime, compensatory time, and unused annual leave and holiday pay, if any, on the next regular payday following the pay period in which the discharge occurs.
3. Whenever an employee is called before the Superintendent, an administrator/supervisor, or the Board concerning any matter which could result in the suspension or discharge of the employee, the employee shall receive prior written notice of the reasons for such meeting and the employee shall be entitled to have a Union representative present for advice and representation during such meeting.

ARTICLE 27 - PROFESSIONAL DEVELOPMENT

Employees who are taking job-related courses or training at an accredited institution may be granted reimbursement. All such professional development must have prior approval of the superintendent of schools. Members of the bargaining unit asked to attend a professional development activity will receive their regular hourly rate of pay for attending such activity.

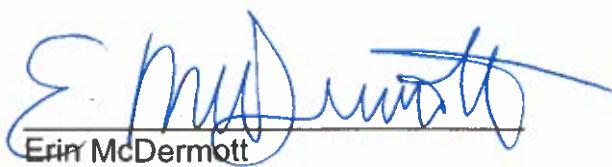
ARTICLE 28 – DURATION

This agreement shall be effective as of the first day of July 2025, and shall remain in force and effect until the 30th day of June 2028. This agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF the parties hereto have set their hands this

16th day of May 2025

FOR THE WATERVILLE
BOARD OF EDUCATION


Erin McDermott
WPS Board of Education Chair

FOR AFSCME Local 2178-00 UNION


Derek Samoluk
Staff Representative

For future reference, those participating in the negotiation of this contract were: Derek Samoluk, Kenneth Carey, Cory Brown, Derek Allen, Jennifer Allen, Paula Pooler, Peter Hallen, Joseph Schmalzel, and Patricia Helm