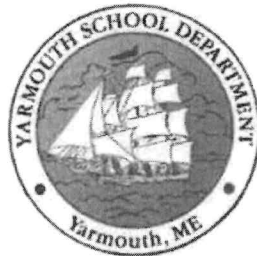


**Agreement Between  
The Yarmouth School Committee  
And  
Local 2010, Council 93**

July 1, 2025 to June 30, 2028



**Contents**

ARTICLE 1. RECOGNITION ..... 3

ARTICLE 2. DUES ..... 3

ARTICLE 3. DEFINITIONS ..... 3

ARTICLE 4. HOURS OF WORK ..... 5

ARTICLE 5. REST PERIODS ..... 6

ARTICLE 6. MEAL PERIOD ..... 7

ARTICLE 7. PAID HOLIDAYS ..... 7

ARTICLE 8. SICK LEAVE ..... 8

ARTICLE 9. SENIORITY ..... 10

ARTICLE 10. REDUCTION IN FORCE AND RECALL ..... 12

ARTICLE 11. RATE ADJUSTMENT ..... 12

ARTICLE 12. WAGES ..... 13

ARTICLE 13. VACATIONS ..... 13

ARTICLE 14. PAID AND UNPAID LEAVES ..... 14

ARTICLE 15. CALL TIME ..... 15

ARTICLE 16. OVERTIME AND OTHER SPECIAL RATES OF PAY ..... 15

ARTICLE 17. INSURANCE AND RETIREMENT ..... 16

ARTICLE 18. DISCIPLINE AND DISCHARGE ..... 19

ARTICLE 19. SETTLEMENT OF DISPUTES ..... 19

ARTICLE 20. JURY DUTY ..... 20

ARTICLE 21. UNION ACTIVITIES ..... 21

ARTICLE 22. WORK RULES ..... 21

ARTICLE 23. MANAGEMENT RIGHTS ..... 23

ARTICLE 24. SAVINGS CLAUSE ..... 23

ARTICLE 25. NO STRIKE ..... 23

ARTICLE 26. UNIFORMS AND PROTECTIVE CLOTHING ..... 23

ARTICLE 27. MILEAGE REIMBURSEMENT ..... 24

ARTICLE 28. PERSONNEL FILES ..... 24

ARTICLE 29. DURATION OF AGREEMENT ..... 24

APPENDIX A: Wage Scale ..... 25

APPENDIX B: Sick Time Accruals ..... 26

APPENDIX C: Annual Spousal Health Insurance Certification ..... 27

APPENDIX D: Annual Spousal Health Insurance Certification ..... 28

APPENDIX E: Transportation Trip Bid Procedure ..... 29

This AGREEMENT is entered into by the Yarmouth School Department, hereinafter referred to as the Employer, and Local 2010, Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. The parties agree as follows:

## ARTICLE 1. RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for the following: custodians, bus drivers, bus driver/custodians, maintenance assistants, administrative assistants, cooks/managers, school nutrition employees, school nutrition delivery employee(s), school nutrition manager/bookkeepers, and bus driver/administrative assistant employees and excluding all other employees.

## ARTICLE 2. DUES

The Employer agrees to deduct the Union membership dues from the pay of any employee who voluntarily authorizes the Employer to do so, in writing. The amounts to be deducted shall be certified to the Employer by the treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the treasurer by the 15th of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this agreement, but thirty (30) days prior to the termination of the contract, an employee may terminate the dues deductions. The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suits instituted against the Employer because of payroll deduction of said dues. The Union agrees to refund the Employer any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

Any employee who is not a member of the Union must notify the Union in writing of their desire to be represented by the Union prior to such representation. Failure to do so shall constitute a waiver of union representation.

The Employer shall abide by MRS 26 §975.

## ARTICLE 3. DEFINITIONS

- A. **Union:** shall refer to the American Federation of State, County and Municipal Employees, Council 93, Local 2010-00, AFL-CIO.
- B. **Employee:** shall refer to all personnel employed by the Yarmouth School Department in any job classification in the bargaining unit referenced in Article 1.
- C. **Employer:** shall refer to the Yarmouth School Committee/School Department.
- D. **Probationary period:** shall apply to all new employees. It shall mean six (6) months including paid leave days in the bargaining unit. Breaks due to the school calendar, holidays, emergency days, and unpaid approved leave days will not be counted as disruptions to the continuity of the period.
- E. **Probationary employee:** shall refer to any employee serving their initial probationary period.

- F. **Permanent employee:** shall refer to any employee who fills a bargaining unit position and who has completed the initial probationary period.
- G. **Evaluation period:** shall apply to employees who transfer to or accept a promotion to another position within the Bargaining Unit. It shall mean fifteen (15) consecutive working days in the same position. Breaks due to the school calendar, holidays, emergency days, and unpaid approved leave days will not be counted as disruptions to the continuity of the period. During this time, the employee shall demonstrate that they can meet the requirements of the job description, and when the employee cannot, the employee shall be returned to their previously held position without prejudice. During the fifteen (15) consecutive working days from date of voluntary transfer or promotion the employee may elect to return to their previous position with no loss of seniority and at their rate of pay of the previous position.
- H. **12 month:** refers to employees who are scheduled to work a full calendar year period beginning July 1 through June 30.
- I. **School year:** refers to employees who work a schedule corresponding to the school calendar year based upon student days plus additional days as defined in Article 4.
- J. **Temporary Opening:** Any opening for a position within the bargaining unit to fill a short-term need for a specific period not to exceed six months. The Union and the Employer may mutually agree to extend the temporary opening. A temporary opening is not subject to Article 9, Section 5 "Promotions and Transfers".
- K. **Long-Term Substitute:** Any person who fills a position vacated by a permanent employee where the permanent employee has conditional rights to return to the position. The Long-Term Substitute position shall be for a specified period of time and shall be subject to the probationary period specified in this contract and all other terms of this contract.
- L. **Classification:** a job title
- M. **Immediate family or household:** shall mean natural, in-law, grand, step relationships, and significant other, and an individual living in the employee's household, where the employee is responsible for primary care.
- N. **Steward:** Whenever the term "Steward" is used, it shall refer to an employee selected by the Union to represent the members of the bargaining unit in matters related to this contract or their replacement.
- O. **Contract:** Whenever the term "Contract" is used, it shall refer to this Collective Bargaining Agreement unless otherwise clearly indicated.
- P. **Full Time Employee:** shall mean employees who are regularly scheduled to work twenty-five (25) or more hours per week.
- Q. **Part Time Employee:** shall mean employees who are regularly scheduled to work less than twenty-five (25) hours per week. Part Time employees shall be eligible for benefits (Vacation, Sick Leave, and Bereavement) provided in this Agreement on a pro-rated basis. Benefits shall be pro-rated based on the number of hours as compared to full-time.

Close Relative: shall mean an employee's or employee's spouse's aunt, uncle, niece, or nephew.

## ARTICLE 4. HOURS OF WORK

Section 1. The work week for 12-month bus driver/custodians, custodians, and maintenance personnel shall consist of five (5) consecutive eight-hour days, Monday to Friday inclusive, except for the late-out shift (10:30 PM - 7:00 AM and 2:30 PM - 11:00 PM) which will be Sunday to Thursday during the school year. During the summer vacation period, the work week will be Monday through Friday.

Section 2. The work weekday for 12-month driver/custodian, custodians, and maintenance personnel shall consist of eight consecutive hours of work, plus a regular unpaid meal break of one-half hour to one hour and 45 minutes, as determined by the employer, within the 24-hour period during the school year. Shifts may begin at varying times; however, the 24-hour period commences at the beginning of each shift. Bus drivers may also be assigned extra trips following the provisions of this Agreement. During the summer, the day may begin at 6:30 a.m., Monday through Friday and end at 3:30 p.m., Monday through Thursday and will end at 12:30 p.m. on Friday. A half-hour lunch period will be observed during the summer period, Monday through Thursday.

At the employer's discretion, all custodians and bus driver custodians who normally work the night shift may work the night shift two weeks prior to the first student day of the school calendar year. The shift will consist of four (4) ten-hour days, Monday-Thursday. If it is necessary to cover Monday - Friday, the Maintenance Supervisor will schedule four (4) ten-hour days Monday - Thursday or Tuesday - Friday and assign the shift according to seniority. The shift will end no later than 1:00 a.m.

Section 3. The work week for administrative assistant shall consist of five (5) consecutive days, Monday through Friday inclusive.

Section 4. The workday for administrative assistant shall consist of up to eight (8) consecutive hours of work within the 24-hour period beginning no earlier than 6:00 a.m. and ending no later than 5:30 p.m. Said hours shall be adjusted on an individual basis.

Section 5. The work week for school nutrition employees shall consist of consecutive days Monday to Friday inclusive.

Section 6. The workday for school nutrition employees shall consist of consecutive hours. Said hours are to be determined and scheduled by the Director of School Nutrition. The hours are to be scheduled between the hours of 6:30 a.m. to 3:30 p.m. The Director of School Nutrition is responsible for distributing the schedule of hours.

Section 7. The work week for school year bus drivers shall consist of five (5) consecutive days Monday to Friday inclusive, when school is in session. Bus Drivers may be assigned extra trips, which may occur on weekdays or weekends, following the provisions of this Agreement.

Section 8. An employee will not be required to start a different shift sooner than eight (8) hours after the end of their regular shift. However, on prearranged days, the Employer may require all or part of the employees to start a shift at the same time.

Section 9. Work year

- A. The work year for 12-month custodians, bus driver/ custodians, maintenance assistant personnel, and administrative assistants begins on July 1 and ends on June 30.
- B. The work year for school year administrative assistants shall equal the total number of student days plus twenty (20) additional work days; ten (10) days scheduled after the last student day of the school year, and ten (10) days scheduled prior to the first student day of the succeeding school year. Summer schedules may be adjusted on an individual basis by mutual agreement between the employee and the principal.
- C. The work year for the school nutrition manager/bookkeeper and the school year bus driver/ administrative assistant shall be equal to the total number of student days plus twenty (20) additional days to be scheduled during the summer months by their immediate supervisors by April 30.
- D. The work year for school year bus drivers and school nutrition employees shall be equal to the total number of student days plus one additional day to be scheduled on school in-service days and/or during the summer months by their immediate supervisor by April 30.
- E. The work year for the school nutrition managers shall be equal to the total number of student days plus up to four (4) additional days to be scheduled by their immediate supervisor by April 30.
- F. Mandatory additional days: school nutrition employees, school nutrition managers and assistant managers, and school year bus drivers may be required to attend training and certification programs required by law in addition to the specified work year.
- G. The school year shall normally consist of a minimum of one hundred seventy-five (175) student days. When a school or schools are closed on a regularly scheduled day of in-person learning and the day is scheduled to be made up as an in-person school day, employees shall receive no pay unless they have been specifically instructed by the Director to report for work. If the day is not made up, the employees shall receive their normal rate of pay for that day and an employee may be required to report to work.
- H. Food Service employees who arrive at their normal start time on a delayed start day will be paid a rate equal to 1.5 times their regular hourly rate for the hours worked ahead of the delayed start time.

Section 10. Summer Work

School year bargaining unit members shall be given the opportunity to fill summer positions prior to hiring part-time summer employees. Employees who are transferred/hired for summer work shall be paid at the current rate of pay for that classification at their corresponding years of service within this bargaining unit.

## ARTICLE 5. REST PERIODS

All employees who work a half shift in excess of 3 1/2 hours shall be eligible for a 15-minute paid rest period which shall be scheduled at the middle of the half shift whenever feasible. The rest period shall not interfere with assigned work and shall be taken at an appropriate time and place on the job site or where the employee may be at the time of the rest period. During the summer, employees working a half shift on Fridays will be eligible for two, 15-minute break periods in recognition of possible adverse working conditions.

## ARTICLE 6. MEAL PERIOD

Section 1. All custodians, administrative assistants, and maintenance personnel shall be granted a lunch period of one-half (1/2) hour to be scheduled near the midpoint of each work shift, except in emergencies.

Section 2. Whenever a bus driver has an out-of-town trip involving any activity they shall be reimbursed for the cost of meals, with a limit of nine dollars (\$9.00) per meal for breakfast, twelve dollars (\$12.00) per meal for lunch, and a limit of seventeen dollars (\$17.00) per meal for dinner. Itemized receipts are required.

## ARTICLE 7. PAID HOLIDAYS

Section 1. Employees who are regularly scheduled to work 25 or more regular hours per week shall be eligible for paid holidays. The following holidays shall be recognized and observed as paid holidays:

### School Year Employees

Labor Day  
Indigenous Peoples' Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Memorial Day  
Patriots' Day  
Juneteenth\*

### 12-Month Employees

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

\*Juneteenth and Independence Day are not paid holidays for school-year employees. School year employees shall be paid for Independence Day if they are scheduled to work within the School Department the two work days prior to the date recognized as a holiday for Independence Day, unless excused by their immediate supervisor. School year employees shall be paid for Juneteenth if they are scheduled to work within the School Department one work day prior and one work day after the date recognized as a holiday for Juneteenth, unless excused by their immediate supervisor.

If requested by the Employer, the Employer and the Union may mutually agree to substitute another day for any holiday in conflict with any school schedule adopted at any time during the period of this agreement. Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 2. Employees shall be eligible for holiday pay under the following conditions: The employee worked their last scheduled workday prior to the holiday unless they are excused by their immediate supervisor, or they are absent for any reasonable purpose. The employer and the union shall mutually agree upon reasonable in each case. Reasonable purpose shall include illness. If a holiday is observed on an employee's scheduled day off or during their vacation, they shall have the option to either

another day off or a day's pay. Employees who have established seniority but who are on inactive status due to layoff or sick leave that commenced less than thirty (30) workdays prior to the week in which the holiday occurs shall receive pay for each holiday.

Section 3. Eligible employees, who perform no work on a holiday, shall be paid their regular day's pay. Eligible employees whose regular workday differs from the standard eight-hour day, shall be paid their current hourly rate of pay times the number of hours in their regular workday.

Section 4. If an eligible employee works on any of the holidays listed herein, they shall be paid time and one-half for all hours worked in addition to the holiday pay. In lieu of time and one-half, the employee may, upon mutual agreement, take a compensatory day off at a time agreeable to the Employer.

## ARTICLE 8. SICK LEAVE

### Section 1.

- A. Employees who are regularly scheduled to work 25 or more regular hours per week shall be eligible for the full benefit of paid sick leave. Employees who are regularly scheduled to work fewer than 25 hours per week shall be eligible for pro-rated benefits under this section, as defined by Article 3 of this Agreement. See Appendix B for exceptions.
- B. Eligible employees contracting or incurring any sickness or disability, which renders such employee unable to perform the duties of their employment, shall receive full pay for sick leave. In the event that the employee receives pay and worker's compensation at a level greater than normal weekly pay, the employee shall buy back sick time at a rate equal to worker's compensation rate per day. Hours used shall be deducted from accumulated sick leave in hourly increments.
- C. School year employees who work in the summer months for the school department may use their sick time if needed.
- D. All employees will be responsible for recording absence in the method approved by the Committee. Once approved, this time will be deducted from their leave totals during the pay period for which the time requested occurs.

Section 2. Eligible employees shall accrue one and one-half days of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for ten (10) or more days of work not to exceed fifteen (15) days per year for school-year bus drivers, school nutrition employees, and school nutrition managers; 16.5 days for school year administrative assistant, school nutrition manager/ bookkeeper, and driver/administrative assistant; and eighteen (18) days per year for 12 month employees. Days shall be accrued in hours based on the number of hours in an employee's regular workday. Example: 18 days x 8 hours = 144 hours divided by 12 months = 12 hours per month.

### Section 3.

- A. Eligible employees shall start to earn and begin to accumulate sick leave from their date of hire within the school department. (See Appendix B.)
- B. All eligible employees may accumulate a maximum of one hundred and twenty-five (125) days of sick leave. They shall be compensated in cash for one-half (1/2) of any accumulated, unused sick leave, not to exceed 30 compensated days, when they are permanently separated from

employment as a result of retirement, or death. This benefit will also be paid to employees in the event of voluntary separation after ten (10) years of continuous service. In the event of death, payment is to be made to the estate of the employee. Retirement refers to those employees who retire under the Maine State Retirement System and/or Social Security. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.

- C. Payment shall be made in the last paycheck prior to retirement, if the employee notified the superintendent, in writing, of their intent to retire on or before February 1 of the school year in which the employee is retiring. Payment shall be made prior to the last paycheck in the next school year if the employee notifies the superintendent in writing of their intent to retire after February 1 of the school year in which the employee is retiring.

Section 4. The Employer may require a statement to substantiate any absence beyond a three consecutive workday period due to illness or disability. This statement is to be provided by the physician of the employee's choice. The Employer will reimburse the employee for this expense, not to exceed the school physician's rate.

Section 5. An eligible employee who finds they must be absent due to illness of an immediate family member may report such absence as a family sick day with a limitation of no more than fifteen (15) family sick days to be taken in one year. Family sick days will be charged against an employee's accumulated sick leave.

Section 6. The Employer will observe all State and Federal Statutes in accordance with the Family Medical Leave Act and the Maine Family Leave Act. Notwithstanding the provisions of FMLA, an employee taking leave to which he or she is entitled under FMLA shall use any sick leave earned under this Agreement concurrent with FMLA leave. Each eligible employee shall be able to use any paid leave if available (vacation leave), in any twelve (12) month period which shall be subject to all of the rights, obligations and conditions contained in FMLA.

Employees on a paid leave of absence shall continue to accrue all benefits provided in this Agreement. Any violation either of the FMLA or of any state laws, or their respective implementation or regulations relating to family and medical leave, shall be subject to grievance procedure of this Agreement.

Section 7. Sick Bank - Catastrophic Medical Emergency-Chronic Illness Leave Plan

- A. A catastrophic medical emergency-chronic illness leave plan (CME-CI) is to be jointly administered by the School Committee and/or its designee and representatives of the Union.
- B. Each employee who wishes to become a member of the plan shall convert two days from their sick leave each year to CME-CI. The days will be translated into hours according to the employee's work day. An employee contributing to the pool may withdraw CME-CI leave from the pool subject to the following terms and conditions:
  - (1) The employee has indicated a desire to participate by converting two days of accumulated sick leave to CME-CI.
    - (a) Permanent employees will receive the appropriate form and explanation with the last check in May and must return it by the end of the school year in June.
    - (b) New staff will receive the form and explanation after successfully completing one year of employment. They must submit the form within two weeks of the date of issuance.

- (2) The CME-CI MEMBER must exhaust all annual and accumulated sick leave prior to withdrawals from the CME-CI leave pool.
  - (3) The CME-CI MEMBER must be unable to return to their regular duties or light duty with the district because of a catastrophic medical emergency or a chronic illness.
  - (4) The employee must supply, in all cases, a physician's statement certifying their medical incapacitation and submit a form prepared by the employer to be completed by the physician certifying that the incapacitation meets the definition and criteria of CME- CI.
- C. CME-CI members using CME-CI leave from the plan will not have to replace these days except as a contributing member as indicated in section E below.
  - D. Sick leave days converted to CME-CI leave plan may not be withdrawn if the member, at a later date, leaves the school system or wishes to withdraw membership.
  - E. A CME-CI member who uses the CME-CI leave plan will not have to replace days except as a regular contributing member and must become a member the following year.
  - F. Restrictions:
    - (1) Restrictions: Upon application and approval of the joint committee, a member may withdraw up to twenty (20) days from the pool. In extenuating circumstances, employees may reapply for additional time in increments of twenty (20) days up to a total of sixty (60) days.
    - (2) Since the CME-CI leave is separate and distinct from the sick leave benefits provided by statute, the following definitions will prevail in the determination of granting or denying of leave under this section:
      - (a) Catastrophic Medical Emergency: A catastrophic medical emergency is one which is sudden and unforeseen, involves serious illness, and requires medical attention:
      - (b) Chronic Illness: A chronic illness is one in which bodily health impairment is constant and consistent and of long duration:
  - G. The number of hours in the pool shall carry over from year to year and shall not exceed fifteen hundred (1500) hours. For each employee enrolled in the sick leave bank who does not use a sick leave day during the work year, two sick leave days will be contributed on their behalf to the CME-CI leave pool during the following work year.
 

Whenever, in any year, the total number of hours of CME-CI leave in the pool has been depleted to 80 hours, CME-CI members will be given the option of contributing one additional day.
  - H. The term "day" as used herein shall mean, for any particular eligible employee contributing to or withdrawing from the CME-CI leave plan, the number of hours that employee works on a daily basis for the Yarmouth School District.
  - I. Sick days may only be withdrawn for absences on actual workdays, and will not be granted for holidays, storm days, or any other days for which the employee might otherwise be paid.

## ARTICLE 9. SENIORITY

### Section 1.

A. Seniority List

1. One seniority list shall be established covering all classifications in this agreement.
2. Seniority shall be based on the employee's date of hire within the bargaining unit.

B. Definitions of Employment

Permanent employees shall refer to anyone who fills a position on either a 12-month or school-year basis and has completed any required evaluation or probationary period for such position.

1. 12-month employees are regularly scheduled to work a minimum of 35 hours per week for 52 weeks. Those 12-month employees regularly scheduled to work shall be entitled to benefits as outlined in the AFSCME Local 2010 Agreement between the School Department and the Union.
2. School-year employees are regularly scheduled to work 40 hours or less a week during the school year. Those school-year employees regularly scheduled to work shall be entitled to benefits as outlined in the AFSCME Local 2010 Agreement between the School Department and the Union.

Section 2: Seniority shall be the governing factor in all matters affecting transfer, work shift, reduction in force, internal transfers within the classification, recall, and vacation preference.

Section 3. In the event of promotional opportunities within the department, seniority shall be the governing factor, provided competing employees have equal qualifications.

Section 4. All new employees shall serve a probationary period of six (6) months (see definitions) and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement. Employees will not have just cause for discharge during the first six (6) months of employment with the School Department. Upon completion of the probationary period, seniority shall be retroactive to the employee's last date of hire. An employee's service shall be broken by voluntary resignation, discharge, retirement, or if any employee accepts promotion to a position outside the bargaining unit and fails to return within five (5) working days of the date the employee left the bargaining unit.

Section 5. Promotions and Transfers. The term promotion, as used in this provision, means the advancement of the employee to a higher paying position or the reassignment of an employee - at the employee's request - to a position the employee considers to be in their best interest, regardless of the rate of pay.

- A. Whenever a job opening occurs in any existing job classification, or as a result of the development or establishment of a new job classification, a notice of such opening will be sent to the Union President and Secretary. Vacancies in bargaining unit positions shall be posted for ten (10) calendar days and emailed to all bargaining unit employees.
- B. During this period, employees who wish to apply for the open position or job - including employees on layoff - may do so. The application shall be in writing, and it shall be submitted to the Superintendent of Schools.
- C. The Employer shall fill the opening by promoting from the qualified applicants. The employee with the most seniority shall be awarded the job provided they is qualified. Seniority will be determined by-using the provisions of Section 1 of this Article. If no employee is qualified, the employer determines how the position should be filled.

- D. Any employee who transfers or is promoted to another position, shall serve an evaluation period of fifteen (15) working days as defined in Article 3A. During this time, the employee shall demonstrate that they can meet the requirements of the job description. In the event that the employee cannot meet the requirements, they shall be eligible to return to their previously-held position without prejudice. The employee who elects to transfer to a new position may elect to return to their previously held position within fifteen (15) working days from the date of transfer.
- E. A through D shall not apply to temporary openings (see definitions).

## ARTICLE 10. REDUCTION IN FORCE AND RECALL

Reduction in Force" (hereafter "RIF") shall mean the discontinuance of any bargaining unit position for reasons as determined by the School Committee. The Superintendent will notify the Union of the pending elimination of any positions as soon as possible.

Section 1. In the event it becomes necessary to reduce the workforce, which shall include a reduction in hours, for any reasons, employees shall be laid off in the inverse order of their seniority within the job classification in which the reduction occurs. In all cases, the least senior employee within the job classification shall be laid off or reduced first. Any employees who are laid off or suffer a reduction in hours shall have the right to bump less senior employees within the bargaining unit as determined by Article 9, provided they are qualified to perform those duties. Full-time employees shall not be required to bump into a part-time position, but may elect to do so. An employee must notify the employer of their decision to exercise their bumping option within five (5) workdays after receiving the written notice of layoff or reduction in hours. An employee shall receive at least thirty (30) days' written notice of layoff, except in an emergency. An emergency shall be defined as a combination of unforeseen circumstances that calls for immediate action.

- A. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on lay off status desiring to return to work have been recalled. An employee recalled must agree to return to work within 15 working days of notification by registered mail, or forfeit all claims to a position.
- B. Any laid off employee who has been called back shall be reinstated without loss of seniority and retain their rate of pay in the pay scale system. Employees who are recalled or bumped into a new position shall be given any necessary training and reasonable time to acquire new skills.

Section 2. Employees displaced by the elimination of jobs through job consolidation (combining duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights as determined by Article 9. to transfer to any other job in the service of the Employer, providing the individual is qualified for the job.

## ARTICLE 11. RATE ADJUSTMENT

Any employee assigned by management to work in a higher pay rate or classification than they normally holds, shall be paid the hourly rate for that duty or classification for all hours worked at their corresponding step.

## ARTICLE 12. WAGES

Section 1. Employees will be paid according to the Wage Scale defined in Appendix A, which reflects the following adjustments:

- 2025-2026: Salaries will be increased by \$1.00 per hour for each position.
- 2026-2027: Salaries will be adjusted by a percentage equal to the 12-month average CPI-U not to exceed 5.5% nor be less than 3%. (See Appendix A for explanation of calculation.)
- 2027-2028: Salaries will be adjusted by a percentage equal to the 12-month average CPI-U not to exceed 5.5% nor be less than 3%.

Section 2. Longevity shall be calculated from date of hire within the school department. Step increase shall occur on July 1 of each year.

Section 3. New Employees with experience performing the identical job for a Maine public school district (including temporary staff, spares, substitutes, or previous Yarmouth Schools employment) will receive credit for years of service on the wage scale (Appendix A of the current Collective Bargaining Agreement).

## ARTICLE 13. VACATIONS

Section 1. All employees who are regularly scheduled to work 25 or more regular hours per week shall be eligible for paid vacations in accordance with the following schedules. Employees who are regularly scheduled to work fewer than 25 hours per week shall be eligible for pro-rated benefits under this section, as defined by Article 3 of this Agreement. Vacation time for all employees who work at least one day in the month shall be accrued on an hourly basis per the following scale and may be used in hourly increments.

Year 0 through the end of the 6th year:

1.1 days per month x regular daily hours worked.

Beginning of the 7th year through the end of the 14th year:

1.375 days per month x regular daily hours worked.

Beginning of the 15th year through the end of the 19th year:

1.785 days per month x regular daily hours worked.

Beginning of the 20th year and each year thereafter:

2.215 days per month x regular daily hours worked.

- A. For the purpose of accruing vacation an employee's years of service will be based on the anniversary date of the employee's date of hire within the bargaining unit. Employees will accrue vacation hours on a monthly basis.
- B. Probationary employees are eligible to accrue vacation from date of hire. They will be eligible to access the vacation once they have worked six months.

Section 2. Employees shall utilize vacation time during the summer months when school is not in session. However, other periods of vacation may be taken with the approval of the supervisor. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the

employee with the greater seniority shall be given their choice of vacation period. Employees must request vacation days three (3) days prior.

Full-Year Employees: Vacation may be used between July 1 and June 30 of the fiscal year. A maximum of five (5) days may be carried over for use in the following year.

Section 3. Any employee who completes the probationary period and is laid off, retired, or separated from the service of the Employer for any reason prior to taking their vacation shall be compensated in cash for the unused vacation they have accumulated at the time of separation.

Section 4. School-year employees may request payment for vacation days when school is not in session. School year employees' vacation does not carry over and is paid out in June.

## ARTICLE 14. PAID AND UNPAID LEAVES

Employees who are scheduled to work 25 regular hours per week are eligible for paid leaves in sections 1-3 Employees who are regularly scheduled to work fewer than 25 hours per week shall be eligible for paid leave equal to their normally scheduled hours per day in sections 1-3.

Section 1. Bereavement: Family or Household

In the event the death of a member of an employee's immediate family or household necessitates the employee's absence from work in order to make household adjustments, arrange for a funeral, or attend a funeral, the employee, upon request, shall receive leave with pay for each day of such absence from work, not to exceed five (5) days for each death. Said leave is not to be charged against sick leave.

Section 2. Bereavement: Close Relative or Friend

An eligible employee shall receive, if requested, full pay for time lost to attend the funeral of a close friend or relative up to one (1) day, with prior approval of their immediate supervisor.

In the event of extenuating circumstances, the Superintendent (or designee) may grant, upon request, an additional unpaid leave of up to two (2) days.

Section 3. Unpaid Child/Elder Care Leave

- A. Temporary leave for up to one year from the date of commencement of the leave may be asked for reasons of child /elder care. The employee will be guaranteed the right of re-employment in the same or similar position, subject to RIF. The employee shall notify the Superintendent's office, in writing, of the request for child/elder care leave as soon as it is known. The employee shall give written notice as soon as possible of intent to take such leave and shall indicate the date on which they expects to return.
- B. The employee who fails to return to the employment at the end of the leave period as specified herein or as otherwise approved by the Committee shall forfeit all claims to a position in the Yarmouth School Department and be deemed to have resigned.
- C. Except as required by the Family Medical Leave Act, any unpaid leave shall be without pay, benefits, or allowances.

Section 4. Earned Paid Leave

Under Maine's Earned Paid Leave statute (26 M.R.S.A. §637), employees accrue one (1) hour of Earned Paid Leave for each forty (40) hours actually worked, up to a maximum of forty (40) hours per contract year, and are permitted to use up to forty (40) hours of accrued Earned Paid Leave time in any one year. Earned Paid Leave time is not additional leave over and above any paid leave time available to employees

under this Agreement. Any paid leave time (sick and/or personal/) taken under this Agreement shall concurrently be designated as Earned Paid Leave time for purposes of §637. To comply with §637, the first forty (40) hours of any paid leave under this Agreement may be used in one-hour increments and shall also be designated concurrently as Earned Paid Leave. In addition, during the first forty hours, employees may use personal leave for any emergency reason. Thereafter, the contractual terms for each leave shall apply. If the Superintendent/designee determines that a request for non-emergency leave would cause an undue hardship, the Superintendent may deny the leave request.

The Superintendent may grant additional paid leave under the contract on a case-by-case basis if the Superintendent determines that the contractual leave benefits are insufficient under §637, and said days shall be deducted from the employee's sick leave accrual.

There will be no payout of unused earned time upon an employee's separation of employment.

## ARTICLE 15. CALL TIME

Any employee called to work outside of their regularly scheduled shift shall be paid for a minimum of two hours at the rate of time and a half. Call time does not include time immediately prior to or an extension of the regularly scheduled work period. (There must be an interruption of at least one (1) hour between the regular schedule and the time called to work.)

## ARTICLE 16. OVERTIME AND OTHER SPECIAL RATES OF PAY

Section 1. Employees shall be paid at the rate of time and one-half the applicable rate for the work performed for all hours worked in excess of forty (40) hours per week. In addition to actual hours worked, hours compensated for sick leave, vacation and holidays shall be included as time worked for overtime computation purposes. All work performed on Sundays will be paid at the rate of one and one-half (1.5) times their hourly wage.

Section 2. Overtime work shall be distributed equally to employees working within the same job classification, except for bus drivers. Employer reserves the right to use spares (employees) whenever considered feasible.

Section 3. On overnight trips, school bus drivers shall be guaranteed a minimum of eight (8) hours for each day. Saturdays, Sundays and paid holidays: minimum of eight (8) hours at the rate of time and one-half regular hourly rate. In addition, the driver shall be paid time and one-half for additional hours of work over eight (8) if required to supervise, chaperone student activities, or perform other related work while on the trip. The driver shall also be reimbursed the costs of meals and lodging, cost of meals to be reimbursed at no more than \$12.00 for breakfast, \$12.00 for lunch, and \$17.00 for dinner (itemized receipts required).

Section 4.

- A. Rotation lists for each job classification shall be established each month listing the employee with the least amount of overtime at the top.
- B. The opportunity to work overtime shall be offered to the employee within the job classification who is at the top of the rotation list. If this employee does not accept the assignment, the next

listed employee shall be offered the assignment. This procedure shall be followed until the required employees have been selected for overtime work.

- C. For voluntary overtime, the employee who declines to work overtime will move to the bottom of the rotation list. An employee shall retain their position if the overtime work is offered less than four hours prior to the end of their regular scheduled work assignment.
- D. Whenever possible, all school-sponsored trips requiring a paid driver will be awarded to a driver in this bargaining unit as long as it does not interfere with regular scheduled bus runs.
- E. For bus drivers, extra trips will be assigned in accordance with Appendix E,
- F. Mandatory overtime may be assigned by the Director of Facilities to Custodial & Maintenance staff to prepare schools following weather events, school functions outside the normal school day, or emergencies. Volunteers will be sought prior to assigning overtime. Overtime shall be assigned in reverse order of voluntary overtime in Article 16 Section 4.

Section 5.

- A. A banquet rate of time and one-half (1 ½) the employee's regular hourly rate will be paid to school nutrition staff for employees who work before or after the regular workday, established in Article 4, Section 5, and for banquet work scheduled on days when school is not in session.
- B. School nutrition managers and assistant managers will receive a rate of time and one-half (1 ½) manager pay for banquet work on unscheduled workdays, for time scheduled before or after the regular workday (established in Article 4, Section 5), and for banquet work scheduled beyond their work year.

## ARTICLE 17. INSURANCE AND RETIREMENT

Section 1. Worker's Compensation Insurance

The Employer shall provide Worker's Compensation Insurance in accordance with the laws of the State. The Employee shall report all personal injuries, in writing, to the Superintendent within twenty-four (24) hours of date of accident. Any available paid leave benefits may be applied to make up the difference between regular pay and Worker's Compensation benefits at the option of the employee, to the extent of their accumulated leave. The Employer may request confirmation from a doctor, periodically, confirming that the employee is still unable to carry on their duties.

To access this option, the employee must notify the payroll office in writing within the five business days immediately following the injury.

Section 2. Health Insurance

- A. Eligibility: The employee must be scheduled to work a minimum of 25 hours per week to be eligible for Health Insurance.
- B. The employer shall make available to those employees who are eligible, the so-called MEA Choice Plus Plan (or comparable coverage) for single, two adult, adult with child, or family, if the employee so desires.
- C. Qualifying 12-month employees: (Employees who are scheduled to work a minimum of 25 hours per week for 12 months)

The employer will pay 85% of the current year premium for either single, two adult, adult with child, or family for eligible 12-month employees who qualify under the criteria established by the carrier, except that the district's contribution will be limited to no more than 106% of the prior year's contribution plus 50% of any amount above this limit.

- D. Qualifying School-year employees: (Employees who are scheduled to work a minimum of 25 hours per week and a minimum of 36 weeks)

The employer will pay 86.5% of the current year premium for single coverage for eligible school-year employees who qualify under the criteria established by the carrier, except that the district's contribution will be limited to no more than 106% of the prior year's contribution plus 50% of any amount above this limit.

- E. Employees who are eligible under C or D who decline health insurance coverage and who are covered by another plan, may elect to apply the amount specified in Table A toward a variety of insurances and tax sheltered annuities which shall include, but may not be limited to: (1) Tax Sheltered Annuities; (2) income protection for loss of time which pays a per diem allowance for time off from work due to illness or an accident; or (3) Group Life and Supplemental Insurance; or (4) an additional life insurance plan mutually agreed upon; (5) dental insurance, (pending sufficient participation by support staff to satisfy insurance provided) or (6) cash-in-lieu benefits, which shall be paid monthly in the employee's regular wages. A section 125 Plan for childcare and medical reimbursement shall be offered to those employees who wish to participate in such a program.

<u>Table A Annual Alternative Benefit</u>		
<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
\$3400	\$3400	\$3400

- F. It is the responsibility of the employees to avail themselves of the above insurance coverage by notifying the Superintendent of School's office, in writing, prior to June 1. The coverage may be reviewed and adjustments made each succeeding June 1 for the duration of the contract.

- G. Spousal Eligibility for employees hired prior to September 1, 2016  
 An employee hired prior to September 1, 2016 is only eligible for spousal coverage under a two-adult or family coverage plan if the employee's spouse is not eligible for employer contributions toward health insurance coverage through their employer. For the purpose of this provision, "eligible" shall mean access to employer-paid health insurance, regardless of the plan design, provided that the employer pays a portion of the spouse's/employee's health insurance premium in an amount equal to or greater than the amount contributed by the Yarmouth School Department for single subscriber coverage for a year-around employee of this unit. If the spouse has access to a health insurance plan that meets the above conditions and elects compensation or another form of benefit in lieu of health insurance the spouse shall be ineligible for the School Committee contributions for spousal coverage. Employees requesting health coverage for a spouse are required to complete a certification form (Appendix C) upon enrollment in the School Committee's plan and each year thereafter, concerning their spouse's eligibility for health insurance. The School Committee may require further documentation as it deems appropriate. If a spouse is not eligible for coverage, the School Committee's contribution will be capped at the Single Subscriber level so long as the employee does not have children covered by district-provided health insurance.

H. Spousal Eligibility for employees hired on or after September 1, 2016

An employee hired on or after September 1, 2016 is only eligible for spousal coverage under a two –adult or family coverage plan if the employee’s spouse is not eligible for employer contributions toward health insurance coverage through their employer. For the purpose of this provision, “eligible” shall mean access to employer-paid health insurance, regardless of the plan design, or contribution level, provided that the employer pays a portion of the spouse’s/employee’s health insurance. If the spouse has access to a health insurance plan that meets the above conditions and elects compensation or another form of benefit in lieu of health insurance the spouse shall be ineligible for the School Committee contributions for spousal coverage. Employees requesting health coverage for a spouse are required to complete a certification form (Appendix D) upon enrollment in the School Committee’s plan and each year thereafter, concerning their spouse’s eligibility for health insurance. The School Committee may require further documentation as it deems appropriate. If a spouse is not eligible for coverage, the School Committee’s contribution will be capped at the Single Subscriber level so long as the employee does not have children covered by district-provided health insurance.

- I. If both parties agree, this Agreement may be reopened for the sole purpose of considering changes to Article 17, Section 2: Health Insurance, with the stated intent that the discussions will focus only on plan provider, plan design, and contribution levels and that no changes to this Agreement will occur unless ratified by both parties. No other articles will be opened for bargaining until such time as the parties agree procedure to negotiate a successor to this agreement.

Section 3. Social Security

The Employer agrees to continue to provide Social Security for its employees.

Section 4. Retirement Contributions

12-month employees and school-year employees who are scheduled to work a minimum of 25 hours a week and a minimum of 36 weeks may select one, or neither of the following retirement benefits.

Option 1: The Employer shall contribute seven (7%) percent of the employee's wages, and the employee shall contribute a minimum of 5% and a maximum of 7% of their wages, to the ICMA Retirement Corporation Retirement Plan for those employees who wish to participate in the plan. Changes to employee contributions may only be done during the open enrollment period or due to extenuating family circumstances with approval of the Director of Business Services.

Option 2: The Employer shall provide Maine State Retirement for those employees who wish to participate as per the present contract with the Maine State Retirement System.

Section 5. Life Insurance

The Employer will pay the premium for the State Group Life Insurance Program for all eligible employees in coverage increments of \$1,000 based on annual compensation. 12-month employees and school calendar year employees who work a minimum of 25 hours a week and a minimum of 36 weeks are eligible for this benefit.

Section 6. The employer agrees to deduct premiums for AFSCME Income Protection, and to forward the deduction to the treasurer, from the pay of any employee who voluntarily authorizes the employer to do so in writing.

## ARTICLE 18. DISCIPLINE AND DISCHARGE

The Employer shall have the authority to adopt rules for the operation of the Employer and the conduct of its employees, with proper notice to employees and the Union, provided such rules do not conflict with any provision of this Agreement. The parties agree that the Employer has the right of direction of the working force of the Employer, including the right to suspend or discharge for just cause. Unless the offense is sufficiently serious to warrant immediate discharge (major rule violation) the first offense (minor rule violation) may result in a written reprimand. All reprimands, suspensions, demotions and discharges shall be for just cause (including, but not limited to, violations of any rules adopted as provided herein) and written notice of the reasons for reprimand, suspension, demotion or discharge shall be stated, in writing, to the employee affected, and copy to the chairman of the bargaining unit, within five (5) days after the effective date of the action, subject to the grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a private manner, as much as possible.

When an employee is disciplined with a suspension from work, demotion or discharge, the Employer will ensure that all due process requirements are met, and the employee will be notified in writing of the discipline.

## ARTICLE 19. SETTLEMENT OF DISPUTES

Section 1. A grievance is a difference of opinion as to the meaning and application of the provisions of this contract, or as to the compliance of either party hereto with any of its obligations under this contract. Grievances must be filed and appealed within the time limit established by each step of the procedure, or they shall be considered settled on the basis of the last answer given. If the Employer fails to answer a grievance within the time limit specified, the Union may appeal the grievance to the next step.

### STEP 1

The Union steward, with or without the employee, but with signed authority by the aggrieved employee, shall take up the grievance with the employee's immediate supervisor within fourteen (14) working days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward within (10) working days.

### STEP 2

If the grievance has not been settled, it shall be presented, in writing, by the Union steward or the Union Grievance Committee to the Director of Business Services, within (10) working days after the supervisor's response is due. The Director of Business Services shall respond to the Union steward or the Grievance Committee, in writing, within (20) working days.

### STEP 3

If the grievance still remains unadjusted, it shall be presented by the Union steward, representative or Grievance Committee to the Superintendent of Schools, in writing, within (10) working days after the response of the Director of Business Services is due. The Superintendent of Schools shall respond, in writing, to the Union steward, representative or committee, with a copy to the President of the Union, within (20) working days).

### STEP 4

If the grievance still remains unadjusted, it shall be presented by the Union steward, representative or Grievance Committee to the School Committee, in writing, within (10) working days after the response of the Superintendent of Schools is due. The School Committee shall respond, in writing, to the Union within (30) working days.

#### STEP 5

If the grievance is still unsettled, either party may, within thirty (30) working days after the reply of the Employer is due, by written notice to the other, request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within (14) working days after notice has been given. If the parties fail to select an arbitrator, either party may request the assignment of the arbitrator by the Labor Relation Connection or American Arbitration Association. The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance as defined in the Article and submitted to them consistent with this agreement and considered by them in accordance with this agreement. In making their decision, the arbitrator shall be bound by the principles of law relating to the interpretation of agreement followed by the Maine courts and shall construe the agreement in a manner which does not interfere with the exercise of the Employer's rights, functions, duties and responsibilities to the extent that such rights are clearly, expressly and specifically limited by this Agreement. The arbitrator may interpret this agreement and apply it to the facts of the particular case submitted to them, but they shall limit their decision to the application and interpretation of the expressed provision of this Agreement and they shall be without power or authority to make any decision contrary to or inconsistent with, or to add to, subtract from, to in any way modify the express terms of this Agreement, nor shall they have any power or authority to limit or change any policies, practices, rules or regulations of the Employer not in conflict with this Agreement, nor shall they have the power to formulate any new policies, rules or regulations nor substitute their discretion for the Agreement.

The decision of the arbitrator shall be final and binding on the parties, subject to MRSA 14, Chapter 706, Section 5938 (judicial review) and the arbitrator shall be requested to issue their decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's 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. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

#### Section 2. Grievance Committee

Employees selected by the Union and acting as Union representatives, shall be known as stewards. The names of the employees shall be certified, in writing, to the Employer by the local Union, and the individuals so certified shall constitute the Grievance Committee. The Employer shall meet when necessary with the Union Grievance Committee. All Grievance Committee meetings, including the regular monthly meeting, shall be held at mutually agreed upon times. The purpose of the 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.

## **ARTICLE 20. JURY DUTY**

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service, and for any mandatory court appearance on behalf of the district in a proceeding for which the employees are not defendants. Employees shall be paid the difference between the jury duty compensation they receive and their regular wages for each day of jury service. Any payments paid by the court and received by the employee excluding any mileage reimbursement, shall be turned over to the Employer. Whenever an individual called for jury service is not picked, they shall report to work immediately after dismissal by the judge.

## ARTICLE 21. UNION ACTIVITIES

Section 1. 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 age, sex, marital status, race, color, creed, national origin, sexual orientation, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 2. 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 its representative against any employee because of Union membership or because of an employee's activity in an 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.

1. The Union shall limit its posting of notices to such bulletin boards provided within reason, at suitable places. The Union may send official union notices to members via school email.

2. The employer agrees, with permission of the Superintendent or the department supervisor during working hours, on the employer's premises without loss of pay, local Union representatives shall be allowed to:

- a. Post Union notices
- b. Transmit communications, authorized by the Local Union or its officers, to the Employer or its representatives
- c. Consult with the Employer, its representative or Local Union officers or other Union representatives
- d. Investigate and process grievances, with permission of the employee's Supervisor

Section 3. Visits by Union Representatives: The Employer agrees that accredited representatives of the A.F.S.C.M.E., whether local, council, regional, or national, shall have full and free access to the premises of the Employer to service the unit for reasonable purpose, as mutually agreed by both parties.

Any alleged violation of Article 21 may be processed through the Maine Labor Relations Board and shall not be subject to the grievance/arbitration procedures contained in this Agreement.

## ARTICLE 22. WORK RULES

Section 1. 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 2 Protection of Property and Equipment: It shall be the responsibility of any employee having custody of any equipment and property to see that said equipment and property is properly cared for, kept clean, and returned to its place for storage.

Section 3. An employee shall accept any reasonable work assignment by their supervisor or take reasonable directions from an individual designated as supervisor.

Section 4. When existing rules are changed or new rules established, they shall be posted on all bulletin boards with copies sent to all employees covered by this agreement and to become effective two (2) weeks from the date of posting/notification. The Employer agrees to furnish such employees in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New

members shall be provided with a copy of the rules at the time of hire. 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.

Section 5. Employer Working Rules: These rules are published for your information and to minimize the likelihood of any employee, through misunderstanding or otherwise, becoming subject to any disciplinary action. Employees shall conduct themselves with professional behavior acceptable for school employees in their relationships with students and adults.

The supervisor will informally communicate with the employee regarding the employee's first minor rule violation. This informal communication shall not have the status of a formal, written reprimand and shall not be grievable.

A. Definition of Minor Rule Violations

Rule violations are of a minor nature which have little or no effect on the continuity, efficiency and safety of the school plant work, but which cannot be tolerated if repeated. Examples of minor rule violations are as follows:

- 1) Excessive tardiness or absenteeism.
- 2) Failure to notify your supervisor within one (1) hour before the beginning of the morning shift or two (2) hours before the start of all other shifts on the first day of absence.
- 3) Failure to notify the immediate supervisor between the hours of 8 a.m. and 2 p.m. of the day prior to their intent to return to work following an absence of four (4) or more days.
- 4) Failure to observe Employer working hour schedules (starting time, quitting time, rest and meal periods).
- 5) Unsatisfactory work performance.
- 6) Loafing or other abuse of time during assigned working hours.
- 7) Interfering with any employee's performance of duties by talking or other distractions.
- 8) Leaving regularly assigned work location without notifying your immediate supervisor (personal needs excepted) unless scheduled to do so.
- 9) Performing unauthorized personal work on Employer time.
- 10) Minor violations of safety rules.
- 11) Failure to record work time as instructed.

B. Definition of Major Rule Violations

Major offenses are any willful or deliberate violations of Employer's rules or safety rules of such a degree that continued employment of the individual may not be desirable. The following are examples of some offenses which may subject an employee to immediate discharge without warning:

- 1) Any act which might endanger the safety or lives of others.
- 2) Refusal to properly perform work assigned by a supervisor.
- 3) Willful, deliberate, or repeated violation of Employer safety rules.
- 4) Leaving Employer's premises during working hours without permission of a supervisor.
- 5) Deliberately abusing, destroying, damaging or defacing school department property, tools, equipment, or the property of others on Employer's premises.
- 6) Gambling of any kind on Employer's premises.
- 7) Deliberately delaying or restricting assigned work, or inciting others to delay or restrict assigned work.
- 8) Fighting on company premises (any employee directly involved).
- 9) Bringing liquor or narcotics into the school plant, or consuming liquor or using narcotics on Employer's premises, or reporting for duty under the influence of liquor or narcotics.
- 10) Carrying firearms or other dangerous weapons on Employer's premises.

- 11) Failure to return to work on expiration of vacation or leave of absence or when called back after a lay-off.
- 12) Disclosure of confidential Employer information to unauthorized person.
- 13) Theft of any kind.
- 14) Willful failure to report involvement in an accident while on Employer business.
- 15) Three (3) written reprimands over a one-year period.

## **ARTICLE 23. MANAGEMENT RIGHTS**

The Union recognizes the exclusive prerogative of the Employer to manage and direct its affairs in the operations and activities of the Yarmouth School Department to the full extent authorized by the laws of the State of Maine. The Employer further reserves the right to lay-off for lack of work or conditions beyond the control of the Employer, or where such continuation of work would be wasteful and unproductive.

The Union recognizes that the right of contracting or subcontracting for matters relating to the Yarmouth School Department operations is vested exclusively in the Employer. The School Committee agrees to give the Union 30 days' notice of its intent to contract out services for work that is acknowledged in Article 1, recognition, when no existing bargaining unit employees will be affected by reduced hours or loss of employment. If existing bargaining unit employees are affected by reduced hours or loss of employment the school committee agrees to give the Union 6 months' notice of its intent to contract out services for work that is acknowledged in Article 1 recognition. If requested, the school committee will share any feasibility studies with the Union and the Union will have an equal opportunity to submit a proposal under the same terms and conditions of any other contractor or subcontractor.

The School Committee agrees to require a clause in the contract with the contractor or subcontractor to consider for employment for a minimum of six months any bargaining unit employee whose position is reduced or terminated as a direct result of the contract or subcontract.

## **ARTICLE 24. SAVINGS CLAUSE**

If any provision of this Agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions.

## **ARTICLE 25. NO STRIKE**

The Union agrees there shall be no strikes, slow-down, 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 Employer unless this action is necessary to maintain schools as prescribed by state law.

## **ARTICLE 26. UNIFORMS AND PROTECTIVE CLOTHING**

The employer will purchase and issue special safety clothing and equipment for its employees that is required of public employers by the Occupational Safety and Health Act. The employer agrees to provide a clothing allowance of \$250 to employees who are designated as custodians and bus driver/custodians.

## ARTICLE 27. MILEAGE REIMBURSEMENT

Any employees who use their own vehicle for travel that has been authorized by the administration, will be reimbursed in accordance with the Town of Yarmouth rate.

## ARTICLE 28. PERSONNEL FILES

The Employer shall maintain one (1) personnel file for each employee in accordance with 20-A MRSA § 6101 and 6102. The file shall be kept under conditions that ensure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the employee, written evaluations and other appropriate material relating to the employee's employment.

- A. An employee shall be given a copy of any detrimental material prior to its being placed in the file. An employee shall also have the right to submit a written answer to any materials placed in the file within thirty (30) days. Anonymous, unattributed or inappropriate material shall not be placed in the file.
- B. An employee shall have the right to examine their file in the presence of the Superintendent, their designee, or appropriate administrative personnel, during the normal business hours of the office in which the file is kept and within twenty-four (24) hours of the request. Upon request, an employee may obtain copies of any material in the personnel file without cost.

## ARTICLE 29. DURATION OF AGREEMENT

- A. Subject to ratification by a majority vote of the bargaining unit and of the Yarmouth School Committee, the provisions of the Agreement shall be effective on July 1, 2025, and shall continue until June 30, 2028.
- B. This Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of negotiations.
- C. This Agreement may be amended by mutual agreement, but shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties. It is expressly understood and agreed that this Agreement shall expire on the date indicated above.

In Witness thereof the parties hereto have set their hand this \_\_\_\_ day of \_\_\_\_\_, 2025.

FOR THE UNION:

\_\_\_\_\_  
*Scott Thompson*  
Scott Thompson, Local 2010 Representative

\_\_\_\_\_  
*Josh Basso*  
Josh Basso, AFSCME Representative

FOR THE EMPLOYER:

\_\_\_\_\_  
*Christina Patrick*  
Christina Patrick, School Committee Chairperson

## APPENDIX A: Wage Scale

Increase over prior year: \$1.00 in 2025-2026.

CPI-U not to exceed 5.5% nor be less than 3.0% in 2026-2027.

CPI-U not to exceed 5.5% nor be less than 3.0% in 2027-2028.

The 12-month average CPI-U will be calculated in November of the year preceding the adjustment. For example, if the adjustment were for the 2025-2026 school year, the average would be based on the twelve months covering November 2023 through October 2024:

November 2023	3.1
December 2023	3.4
January 2024	3.1
February 2024	3.2
March 2024	3.5
April 2024	3.4
May 2024	3.3
June 2024	3.0
July 2024	2.9
August 2024	2.5
September 2024	2.4
October 2024	2.6
AVERAGE	3.0%

The following wages are calculated for the 2025-2026 school year (FY26).

	Probationary 0-6 months	6mo-4 Years	5 -9 Years	10-14 years	15-19 Years	20-24 Years	25+ Years
Custodian I	25.94	26.68	27.05	27.42	27.80	28.17	28.56
Custodian II	26.12	26.85	27.23	27.60	27.97	28.36	28.75
Custodian III	26.34	27.08	27.45	27.82	28.21	28.58	28.99
Driver, Driver/Custodian, Driver/Administrative Assistant	26.70	27.49	27.86	28.25	28.64	29.02	29.43
Administrative Assistant	26.24	26.92	27.29	27.65	28.04	28.43	28.81
Maintenance Assistant	28.26	29.11	29.51	29.92	30.33	30.75	31.18
Asst. Transportation Coordinator/Mechanic	29.58	31.50	31.94	32.39	32.83	33.29	33.75
Cook/Manager Assistant	22.77	23.25	23.54	23.83	24.13	24.41	24.73
Cook/Manager Additional	26.00	26.73	27.09	27.47	27.84	28.23	28.61
School Nutrition Employee	21.02	21.50	21.79	22.08	22.38	22.66	22.98
School Nutrition Delivery	21.82	22.32	22.62	22.92	23.24	23.53	23.86
Cook/Manager/Administrative Assistant	28.15	28.94	29.33	29.75	30.15	30.57	30.98

**Banquet Pay** will be 1.5x the employee's rate, in accordance with Article 16 of this Agreement.

**Longevity** is included in pay steps.

## APPENDIX B: Sick Time Accruals

The following employees shall be eligible to accrue sick time at the levels indicated below:

Eligible employees shall be compensated in cash for one-half of any accumulated unused sick leave when they are permanently separated from employment as a result of retirement or death. This benefit will also be paid to employees in the event of voluntary separation after 5 years of continuous service for those employed before 7/1/83. All employees engaged after 7/1/83, must have ten (10) years of continuous service to qualify for accumulated sick pay benefit. In the event of death, payment is to be made to the estate of the employee. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation. Retirement refers to those employees who retire under the Maine State Retirement System and/or Social Security.

Payment shall be made in the last paycheck prior to retirement if the employee notified the superintendent, in writing, of their intent to retire on or before February 1 of the previous year.

School year employees:

Maximum accumulated sick leave 120 days  
John Boucher                    9/1/92

# APPENDIX C: Annual Spousal Health Insurance Certification

## LOCAL 2010 UNIT – EMPLOYEES HIRED PRIOR TO SEPTEMBER 1, 2016

I, \_\_\_\_\_, hereby certify to the members of the Yarmouth School Committee as follows:

I will be selecting the following Health Insurance coverage in the \_\_\_\_\_ school year:

- \_\_\_\_\_ Single Subscriber *(no need to complete form)*
- \_\_\_\_\_ Adult with Child *(no need to complete form)*
- \_\_\_\_\_ Two Adult *(please complete form, below)*
- \_\_\_\_\_ Family *(please complete form, below)*

I further certify that my spouse **IS ELIGIBLE** or **IS NOT ELIGIBLE** *(please circle one)* for employer contributions toward health insurance through their workplace.

If my spouse is eligible for employer contributions through their workplace in an amount equal to or greater than the amount contributed by the Yarmouth School Department for single subscriber coverage for a year-around employee of this unit, I understand that my spouse will not be eligible for coverage under the Yarmouth School Department plan.

I certify that the above information is true, based on the information provided to me by the school and my spouse's employer, and agree to notify the Superintendent's Office within 10 days of any change. I understand that the School Committee reserves the right to require documentation concerning my certification. I further understand that any health insurance payments made by the Yarmouth School Department based upon a false certification will require repayment, including any collection costs and attorneys' fees, by me, and may result in disciplinary action against me, up to and including dismissal.

Signature                  Date

# APPENDIX D: Annual Spousal Health Insurance Certification

## LOCAL 2010 UNIT – EMPLOYEES HIRED ON OR AFTER SEPTEMBER 1, 2016

I, \_\_\_\_\_, hereby certify to the members of the Yarmouth School Committee as follows:

I will be selecting the following Health Insurance coverage in the \_\_\_\_\_ school year:

- \_\_\_\_\_ Single Subscriber *(no need to complete form)*
- \_\_\_\_\_ Adult with Child *(no need to complete form)*
- \_\_\_\_\_ Two Adult *(please complete form, below)*
- \_\_\_\_\_ Family *(please complete form, below)*

I further certify that my spouse **IS ELIGIBLE** or **IS NOT ELIGIBLE** *(please circle one)* for employer contributions toward health insurance through their workplace.

If my spouse is eligible for employer contributions through their workplace, I understand that my spouse will not be eligible for coverage under the Yarmouth School Department plan.

I certify that the above information is true, based on the information provided to me by the school and my spouse's employer, and agree to notify the Superintendent's Office within 10 days of any change. I understand that the School Committee reserves the right to require documentation concerning my certification. I further understand that any health insurance payments made by the Yarmouth School Department based upon a false certification will require repayment, including any collection costs and attorneys' fees, by me, and may result in disciplinary action against me, up to and including dismissal.

Signature                  Date

## APPENDIX E: Transportation Trip Bid Procedure

For bus drivers, the trip bidding process is used to give drivers a chance to bid on their choice of work by a rotation of seniority. It is intended to be a fair rotation with integrity so that each driver may bid according to their preference of work. While mistakes in choosing will happen or a situation may arise that forces a driver to turn a trip back in, a driver found to be turning in trips with frequency will be addressed by the Transportation Manager.

1. Trip bidding for extra work will be by rotation of seniority beginning at the first week of the school year. The rotation will be continuous through the end of the school year.
2. Drivers & Driver/Custodians may bid only on extra work beginning and ending outside of scheduled morning and afternoon runs or other regularly scheduled work. Driver/custodians may not bid for a trip during the first round of the bid except on weekends or holidays but may bid in all future rounds to sustain the trip needs of the Transportation Department in balance with the needs of the Facilities Department. Bus Driver/Custodians may be allowed to do summer break bus custodial cleaning upon the request of the Transportation Director to the Facility Director.
3. The Bid meeting will occur weekly on Thursday. If Thursday is not a regular day of in-person school, the bid meeting will be held either the day before (when schedule allows) or the next normal workday.
4. On Tuesday of each week, unless it is a holiday or school cancellation/remote day, the Employer shall post on the bulletin board and via email to all drivers, a list of all known available extra bus trips for the following work week. If the week is a vacation period, then the following week shall also be posted.
5. The bidding meeting will normally start at 9:00 a.m. If a driver is not present in the bidding room for any reason except assigned work or being on bereavement leave, they will skip their turn until present. Drivers on assigned work or on bereavement leave may give their preference list to another driver to bid in their place. If a driver is out for a medical appointment or previously approved leave when the bidding day has been changed, another driver can bid for that driver.
6. Bidding on the gray dot shall occur prior to bidding on the blue dot. The gray dot is for day trips, starting between 9:00 a.m. and 1:30 p.m., Monday through Friday. The blue dot is used for bidding afternoon/evening trips, starting at or after 4:30 p.m., Monday through Friday. Bidding blue dot trips shall occur before bidding red dot trips.
7. The red dot is used for bidding trips on Saturday, Sunday, holiday, and/or non-scheduled school day trips.
8. I.O.U.s will be issued to drivers who lost a trip, to be used at the next bid meeting. I.O.U.s will not carry over beyond the next bid meeting, although the assigned trip for an I.O.U. may be scheduled later than the next bid meeting. I.O.U.s are to be used only at the bidding meeting by the driver and shall be used prior to using the dot rotation. I.O.U.s shall be listed on the posting board in the order that they are received. An I.O.U. shall be given preference in bidding selection at the bidding meeting after it is earned if there are trips of that dot color. I.O.U's may only be used to bid the same dot color OR red to bid for blue or gray OR blue or gray to bid for gray.

9. Spare drivers may be used to fill in any trips not bid on by drivers in the bidding meeting. In the event no spares are available, the Transportation Director reserves the right to assign on a rotating basis or subcontract the trip.

10. Drivers must notify the Transportation Director, in writing, at the start of the school year if they do not want to participate in the trip bidding procedure. Drivers may be added to or removed from the bid process by written request November 1 and/or March 1. Drivers who are not part of the bid process may be assigned trips as necessary for the operation of the school program by the Transportation Director.

11. A driver who must cancel a bid trip for any reason, other than illness or death in the family, will lose one turn in the rotation at the next trip bidding session

12. After the bidding meeting, the following shall apply:

- i. The gray dot is used for day trips that come in after the bidding meeting. If this trip is cancelled/rescheduled, the driver will receive a gray dot I.O.U.
- ii. The blue dot is used for any afternoon/evening trips, starting after 4:30 p.m., that come in after the bidding meeting. If this trip is canceled/rescheduled, the driver will receive a blue dot I.O.U.
- iii. The red dot is used for any Saturday, Sunday, and holiday trips that have come in after the bidding meeting. If this trip is cancelled and rescheduled, the driver receives a red dot I.O.U. If that trip is rescheduled for a weekday, the gray or blue dot rules apply for reassignment.
- iv. If a weekday trip is cancelled and rescheduled for a red dot time period, the red dot is used for reassignment. The original driver shall be given an I.O.U. with the color of the cancelled trip. If a cancelled trip is in the same week, the driver may follow the trip and not receive an I.O.U.
- v. The Transportation Director/designee will attempt to assign trips that are received after the bidding meeting with a leave lead time of 24 hours or less by current rotation of that dot color. If the next driver in the rotation for that color cannot take the trip, the dot will remain in place and the rotation will continue down the list until a driver accepts the trip. If cancelled, those trips receive an I.O.U.

13. The Union will have input in the bidding procedure and may suggest changes. Such changes will be considered by the Transportation Manager. The Union and the Transportation Manager must mutually agree to any changes, additions/deletions, or modifications prior to implementation. If the Union and the Transportation Manager are unable to reach a mutual resolution, the Director of Business Services will make the final decision.

14. Notwithstanding the foregoing, the Transportation Director reserves the right, on a case-by-case basis, to deny the assignment of a trip for safety or other appropriate reasons as determined by the director.