

AGREEMENT

Between

The Board of Directors

And

The Employees' Association

Of

**Maine School Administrative District
No. 49**

2021-2024

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SECTION I - GENERAL

A. This agreement entered into by the M.S.A.D. #49 Board of Directors and/or its representatives, Fairfield, Maine herein after referred to as the "Board", and the M.S.A.D. #49 Employees Association hereinafter referred to as the "Association", has as its purpose the promotion of harmonious relations between the Board and Association, the establishment of an equitable, peaceful, and uniform procedure for the resolution of differences, and the establishment of rates of pay and hours of work.

B. Definitions:

Years: Means a full school year or continuous employment for 12 months.

Central Office: All administrative positions, bookkeeping & secretarial positions in the Superintendent's Office, Business and Adult Education Offices.

Time Worked: Shall mean hours worked within a seven (7) day work week (Monday – Sunday).

Overtime: Defined as hours worked beyond 40 hours per week. Sick leave, personal days, and vacations do not constitute hours worked.

Transfer: Means a move to a different location within the district within the same job classification.

Date of Hire: First work day of the probationary period.

Work Week: Means hours worked Monday through Sunday.

Work Day: Shall mean Central Office working day.

Regular Employee: Employees who have satisfactorily worked the probationary period set under this agreement, shall be known as regular employees for their classification within this agreement.

Full time: Employees who are scheduled for 30 hours or more per week in their job classification.

New Employee: A person who is hired by MSAD 49 and has not been employed by the district in a permanent position in the last 3 calendar months.

Non 52 Weeks Employee: Employee who is not scheduled to work 52 weeks a year.

SECTION II - RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining agent of all permanent non-probationary M.S.A.D. #49 School Department Support Staff, whether full-time, part-time, or part year; except that the following employees shall not be represented: an employee who has been employed less than ninety (90) working days, an employee who is temporary, seasonal or a substitute, educational technicians, Central Office personnel and bookkeeper/secretary to the high school principal.

SECTION III - ASSOCIATION MEMBERSHIP AND MUTUAL RIGHTS

- A. Within thirty (30) business days of hiring a new M.S.A.D. #49 employee, the Board agrees to notify the Association in writing of the name, home address, job classification and date of employment. Upon termination of employment, the Board will notify the Association of such employee termination within three (3) business days of such action. Within thirty (30) business days after the election of Association Officers and Committee Officials, the Association will send a list of the elected officers and officials to the Superintendent.
- B. Employees covered by this agreement shall have the right to join the Association or to refrain from joining the Association. No employee shall be favored or discriminated against either by the Board or by the Association because of his membership or non-membership in the Association.
- C. All sick, holiday, personal days, and vacation time shall be computed at no more than eight hours per day. Holidays are only eight (8) hours, but sick days can be either (8) one day or twelve (12) 1 ½ days, this decision is made between the employee and their immediate supervisor. Vacation weeks are based on 40 hours.

SECTION IV - MANAGERIAL RIGHTS

The Association recognizes and agrees that certain rights, such as management of the district, the direction and control of operations, making of plans, carrying out of decisions and regulating work hours, which are deemed necessary, must remain in the hands of the Board. Except as otherwise restricted, the Board retains all rights and privileges to manage and direct its employees. The Board and Association agree that no individual or group of individuals shall change any part or deviate in any manner from the terms of this agreement between the Board of Directors and the Association nor shall individual agreements be made covering this agreement contrary to the terms hereto, unless such changes or deviation is made in writing and agreed upon by both the Board of Directors and the Association.

SECTION V - DUES DEDUCTION

Upon receipt of a signed authorization from individuals who are members of the Employees Association, on forms supplied by the Association and acceptable to the Board, the Board shall deduct regular bi-weekly Association dues. Said form shall include a provision that the deductible may be canceled only after fourteen (14) days written notice to the Board and the Association. If the notice of cancellation is not revoked in writing by the member within said fourteen (14) day period, the Association shall indemnify and save the Board harmless against all claims and suits which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this section. The Board shall forward the aggregate dues to the Association on monthly.

SECTION VI - PROBATION PERIOD

All new or newly hired employees shall serve a probationary period of ninety (90) working days with a written evaluation by an immediate supervisor after thirty (30) working days and one after sixty (60) working days and prior to approval by the Board. Employee will be eligible for benefits after thirty (30) working days. All employees who have satisfactorily worked the probationary period shall be known as regular employees and the probationary period shall be considered part of the seniority time.

SECTION VII - SENIORITY

Two definitions of "Seniority" shall be recognized: "overall seniority" shall be determined by total time of employment (date of hire) with the Board regardless of classification: "seniority within classification" shall be determined by the time of employment (date of transfer) within a certain job classification and will be the determining factor for layoffs. The Board shall by October 15 of each year provide the Employees Association with a seniority list indicating date of hire and date of hire within job classifications.

In the event that more than one individual was hired on the same date within job classification and/or date of hire, the determination of the longest seniority will be determined by original date of hire in the district.

SECTION VIII - ASSOCIATION RIGHTS AND PRIVILEGES

Subject to prior Board approval, the President and the Association or his/her delegated representative shall be allowed up to four (4) paid days leave in order to conduct Association business. The Association shall pay for the substitute. Time off will be given, if desired, for all night personnel to attend a monthly Association meeting. Make up time will be made up that same evening.

SECTION IX - DISCIPLINE

- A. No employee shall be disciplined without proper cause.
- B. An employee who is discharged or suspended shall be given written notice within three (3) business days either in person or by certified mail, return receipt requested, to the employee's last known address according to Board records, of the discharge, suspension, or discipline and the reasons thereof.
- C. The Association shall be given written notice within three (3) business days of discharge or suspension of an employee.
- D. An employee shall have the right to review the contents of their personal file and upon written request to receive copies, at the Board's expense of any documents contained therein. An employee shall be entitled to have a representative accompany them during such a review. At least once every 18 months an employee shall have the right to indicate those documents and/or other materials in their file, which they believe to be obsolete or otherwise inappropriate to retain. Such documents shall be reviewed by the administration and if in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Written warnings related to harassment shall remain in employee file.
- E. A grievance regarding the discharge or suspension without pay of an employee may be initiated at Step 2 of the grievance procedure.

SECTION X - GRIEVANCE PROCEDURE

The Association and the Board agree that they will use their best efforts to encourage the informal and prompt settlement of any complaint that exists with respect to the interpretation or application of this Agreement. However, in the event such a complaint arises between the Board and the Association which cannot be settled informally, a grievance procedure is describe herein.

A. Definitions

- 1. A "grievance" shall mean an unresolved complaint arising during the period of this Agreement between the Board and an employee, a group of employees, or the Association with respect to the interpretation or application of a specific term of this Agreement.
 - 2. A "grievant" is the employee, group of employees or Association making the complaint.
- B. Informal Procedure: A complaint may be presented informally to the immediate supervisor of whose decision or action is being contested.

C. Formal Procedure:

Step 1: The grievance Chairperson and/or President of the Employees Association, with the aggrieved employee and designated representative shall take up an unresolved grievance or dispute with the Operations Director and supervisor within fifteen (15) business days after the date the grievance occurred. The supervisor then shall respond to the Chairperson in writing within ten (10) business days.

Step 2: If the grievance has not been settled, the Chairperson of the Association Grievance Committee and the aggrieved employee and designated representative may present it in writing to the Superintendent or his representative within ten (10) business days after the supervisor's response. The Superintendent or his representative shall respond to the Chairperson of the Grievance Committee in writing within ten (10) business days.

Step 3: Board of Directors:

- a. In the event satisfactory resolution has not been achieved in Step 2, the Association may file the grievance with the Board within ten (10) days of receipt of the Step 2 answer.
- b. The Board shall within fifteen (15) days after receipt of the grievance meet with grievant and/or the Association for the purpose of resolving the grievance. The Board shall within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the grievant, and the Association.
- c.
 1. No reprisals shall be taken by either the grievant, Association, or the Board against any participant in the grievance procedure by reason of such participation.
 2. An employee may be represented at any level of the grievance procedure by the Association and/or employee designated representative.
 3. When an employee is not represented by the Association at Steps 1 and 2, the Grievance Chairperson or designee shall be notified within three (3) business days and have the right to be present at any meeting between the grievant and the Board after the submission of the written signed grievance.
 4. The time limits in this Section may be extended by mutual agreement of the grievant and the appropriate administrator at any step of the grievance procedure. Any mutual agreement shall be confirmed in writing as soon as practicable.

SECTION XI - VACANCIES, TRANSFERS, & JOB ELIMINATIONS

The Superintendent will post all openings within the bargaining unit on the school website and the Association president will post it on the Association bulletin boards. Regular employees will have five (5) days after the posting of a vacancy to submit a request for transfer within the employee job classification. If outside of the employee job classification an application shall be submitted. Any job openings within the bargaining unit as represented by the Association shall be posted on Association bulletin boards for ten (10) working days within three (3) business days after the vacancy occurs. The posting shall be as specific as possible to the hours and location. Any regular employee voluntarily changing jobs within the district shall serve a (30) working day probationary period. The employee has the option to remain in the new position or return to old position up to ten (10) working days for secretaries and ten (10) working days for other employees after the transfer. Prior to Board approval the employee must have completed the probationary period with a satisfactory evaluation in writing. The rate of pay and benefits for new positions will take effect after satisfactory completion of probationary period and will be determined by overall seniority.

- A. A regular employee will not be involuntarily transferred into a different job classification.
- B. In the event any position(s) are eliminated the personnel with the least amount of seniority in job classification shall be laid off provided such position does not diminish the effectiveness of operation. The individual will be given the option of filling any vacant position, if qualified, within the district as covered by this agreement. Employees will be given a minimum of 60 working days to cross train once in the different classification. An unsatisfactory evaluation at the end of the 60 day period will result in termination.
- C. Management reserves the right to relocate any employee to a different job location within the district provided the relocation is not into a different job classification. The employee will be provided reasoning for the decision.
- D. Upon contemplation of the layoff of any person or the elimination of any position covered by this agreement, the Board will notify the Association. The Board shall, if requested to do so, enter into discussions with the Association regarding the impact of the contemplated layoff or reduction.
- E. Any employee transferred for medical reasons to an open position will only be in that position until released by a physician at which time the open position will be posted for bid.

SECTION XII - SICK LEAVE

- A. All benefited employees shall receive at the first of each month one and a half (1 ½) paid sick leave days per ten (10) months worked (September - June). There shall be accumulation of sick leave up to one year with the number of days depending on classification. Refer to Benefits.
- B. Upon complaint from the immediate supervisor that an employee is abusing sick leave privileges, the Superintendent or representative shall notify the employee involved in such abuse. If the employee again takes sick leave, the Superintendent may require examination by a qualified physician of the employee's choice at the expense of the employee, except that if the employee is again required to have an examination, it will not be made by the same physician.
- C. Employees who incur a temporary physical disability shall be entitled to utilize any and all net accumulated sick leave for the period during which they are physically unable to perform their regular duties. Accrued sick leave may be used until exhausted, after which the employee will not be entitled to compensation. Extended period of actual physical disability shall be verified in writing by qualified physicians to the Superintendent. The District may require written medical documentation of disability. The District reserves the right to require an examination by a doctor of the District's choosing at District expense.
- D. Up to five days of sick leave may also be used by the employee to care for his or her children, spouse or parent suffering from serious illness or physical disability requiring the care of the employee.
- E. The Board may extend sick leave beyond the employee's accumulative leave, if exhausted, when requested by the Association for an employee when there is a serious illness.
- F. Employees will be paid a lump sum of one half their per diem rate calculated for the year prior to retirement based on a maximum of one hundred (100) days of accumulated sick leave less thirty (30) days. The employee must have been continuously employed with M.S.A.D. #49 for ten (10) years. The Superintendent must be notified of retirement by December 1 of the prior calendar year (January 1- December 31) of retirement.
- G. Beneficiary: Employee designated beneficiary of the Term Life Insurance Program that is provided at District expense will be paid the lump sum monies in accordance with F above in the event of death. The claim will be paid as soon as practical.

SECTION XIII - TEMPORARY LEAVE OF ABSENCE

- A. Employees may be entitled to temporary non-accumulative leave of absence with full pay each year, upon application and approval by Superintendent as follows:
1. Leave for the purpose of visiting other schools or attending meetings or conferences upon application through the employee's immediate supervisor.
- B. Employees shall be entitled to temporary non-accumulative leaves of absence with full pay each year as follows:
1. Bereavement Leave - Employees will be allowed up to three (3) days not deducted from their salary, sick leave, or EPL for each death in the immediate family. It should be understood that the immediate family shall mean the spouse, the parents of the spouse, the parents, stepparents, guardian, children, stepchildren, brothers, stepbrothers, sisters, stepsisters, wards, grandparents, grandchildren, sister-in-law, and brother-in-law. However, the Superintendent shall have the prerogative to extend the definition of "immediate family" in consideration of extenuating circumstances. It should be further understood that should further complications arise from the bereavement, which would involve illness of the employee, the Superintendent may give extended bereavement leave, which would be deducted from sick leave.
 2. Personal Leave - Employees shall be allowed two (2) days leave with full pay during each year. Secretaries shall be allowed three (3) days leave with full pay during each year. Except in emergencies, the employee taking leave hereunder shall give his appropriate supervisor written notice of his intention to take his leave at least three (3) working days in advance of the day he proposes to be absent. Such leave shall not be cumulative and shall be charged against sick leave. All requests for leaves shall be answered within two (2) business days. In no event will the number of employees taking leave under this subsection exceed two (2) on any given day.
 3. Jury Duty - No employee shall suffer loss of pay or benefits as a result of fulfilling jury duty obligations and/or when subpoenaed to appear in court. The employee shall turn over to M.S.A.D. #49 any fees received, less expenses incurred during performance of duty.
 4. Temporary leaves of absence without pay up to a maximum of five (5) days may be granted by the Superintendent for good reason.
 5. Earned Paid Leave is a non- accumulative leave.

SECTION XIV - EXTENDED LEAVE OF ABSENCE

- A. A leave of absence without pay at the discretion of the Board may be granted by the Board for good reason. All requests for leave of absence shall be in writing.
- B. All extensions or renewal of leaves shall be applied for and, if granted, shall be in writing. Employees out for the remainder of any fiscal year with approved absence shall indicate their intentions for the next year prior to July 1st. Individuals will be guaranteed position within job classification upon return (refer to Section XI, C).

SECTION XV - ASSOCIATION AND EMPLOYEE SERVICES

- A. Bulletin Boards - The Board shall permit the use by the Association of bulletin boards for the posting of notices relating to Association business in each school. The district will permit Association use of district e-mail for Association business. There will be no expectation of privacy.

SECTION XVI - NEW JOB POSITION(S) or JOB CLASSIFICATION CREATION

When a new position becomes open, the employee who applies with the most seniority within the classification will be given first consideration. The district reserves the right to employ the person most suitable for the position.

SECTION XVII - TEMPORARY ASSIGNMENTS

Higher Pay for Temporary Assignments to Higher Paying Positions - In any case when an employee is qualified for and is temporarily required to serve regularly and accept responsibility of work in a higher paying position, such employee shall receive the rate of pay of that position. To qualify for the higher rate of pay, such temporary assignment to a higher position shall be regular and continuous in character for at least ten (10) full working days. Higher rate of pay will commence on the eleventh (11th) working day. Temporary assignments to a lower position will not affect the employee's regular rate of pay. This section applies only during the school year (10 months), which is to include school vacations if they are already on the higher pay prior to the vacation.

SECTION XVIII - PROFICIENCY TRAINING

The Board agrees to pay the expenses (including lodging, and/or transportation) incurred by personnel who are requested to attend workshops, seminars, conferences, courses or

other sessions, which are approved in advance by the Superintendent. All employees will be paid a normal day's wage for each day of recognized absence, unless otherwise mutually agreed upon between the Superintendent and employee.

SECTION XIX - LICENSED MAINTENANCE SKILLS

The rate of pay set forth in the maintenance classification is a minimum straight time hourly wage rate, and nothing contained herein shall be construed as prohibiting the district from granting individual employees for licensed skills, a wage increase which would result in such employee's hourly rate being in excess of the minimum wage rate herein specified in the maintenance classification.

In the event that an individual employee obtains a license for a current position-related skill that serves useful to the District, said employee may request a wage increase no later than March 1 of the school year prior to the school year of the anticipated change in licensure status. The employee will submit a written request specifying the licensed skill obtained to the Director of Operations and Transportation. The Director will make a recommendation to the Superintendent who will approve or deny the request.

SECTION XX - OVERTIME PAY

Assignment for overtime shall be made by district-wide seniority in job classification to the extent practical on a rotating basis.

SECTION XXI - COMPENSATORY TIME

All work over forty (40) hours in one week may be converted to "Comp Time" in lieu of being paid time and one half. For each hour of time worked over 40 in one week, employee will be entitled to an hour and one half of "Comp Time". Record of "Comp Time" will be kept in the Business Office. Once "Comp Time" has been recorded as such, it cannot be used as anything else. Comp time earned within the fiscal year (July 1 to June 30), any unused "Comp Time" at the end of that fiscal year (June 30) will be paid out in the final paycheck that includes June hours. Employees will be able to carry "Comp Time" up to 72 hours into the next fiscal year. "Comp Time" must be taken by mutual agreement between employee and immediate supervisor. This section will be in compliance with the Fair Labor Standards.

SECTION XXII - CALL IN TIME

Employees called in for work at any time other than during their regular hours shall receive at least two (2) hours pay. The District reserves the right to extend the work day to

meet the District's needs without creating a call in. Meetings scheduled at a time other than regular hours for less than forty-five (45) minutes at any one time shall be covered by this section. Personnel who drive bus may be requested to attend meetings prior to the regularly scheduled bus departure for secondary students. Such meetings shall begin no sooner than forty-five (45) minutes prior to secondary dismissal. Personnel will receive (3/4) three quarters of an hour of pay unless already scheduled to work. The number of meetings will be limited to (15) fifteen. However, the number and time limitations can be extended in case of emergency or by mutual agreement. Maintenance employees that are on call for the week will receive \$100 per week for being on call during that time.

SECTION XXIII - TRAVEL ALLOWANCE

Employees are required to use district vehicles for district travel.

SECTION XXIV - EMPLOYMENT ON NON SCHOOL DAYS

- A. The Board will pay regular rates of pay and benefits for regular employees (who are not employed year round) when employed on non-school days. The employee will work at jobs assigned by the supervisors. The employee will indicate in writing his/her desire to work on non-school days by July 1 of each year. Only employees hired after this date may add their names to the list. Employee may claim sick leave on non-school days worked at the number of hours regularly scheduled during the school year. Regular employees shall be used before any sub unless the regular employee refused to work.
- B. Snow days: Wages will not be paid unless the day is taken as a vacation day or comp day or the district requires the employee to work. Employee must notify immediate supervisor prior to the start of his scheduled workday.

SECTION XXV - WORKERS' COMPENSATION

All employees must report any work related injuries within twelve (12) hours to their immediate supervisor. This includes any accidents that may lead to an injury or any suspected work related injury. The following procedure will be in effect for any employee(s) who are absent from work because of a work related injury and are entitled to compensation from insurance company:

- A. Employee cannot receive a payment for both sick days and compensation from the insurance company.
- B. Employee must choose (if entitled to sick pay) to receive sick pay or compensation from the insurance company.

- C. Employee who is being paid sick leave while out of work for a work related injury must turn their compensation check from insurance company to bookkeeping. The amount of compensation will be used to buy back sick days based on a dollar for dollar value.

SECTION XXVI - MAINE PUBLIC EMPLOYEES RETIREMENT SYSTEM

Members of the Maine Public Employees Retirement System shall pay the employee's contribution to the MainePERS and the Board shall pay the employer's contribution as set forth by the MainePERS.

Non Eligible Positions: Secretaries & Nutrition Services

SECTION XXVII - MISCELLANEOUS PROVISIONS

Please see Uniform procedure

BENEFITS

Only employees who regularly have 30 hours or more of employment per week shall be entitled to benefits. Benefits are based on overall seniority; this would also include the appropriate pay scale when an employee is transferring from one classification to another within the negotiated agreement.

INSURANCE BENEFITS

1. (\$10,000) worth of term life insurance shall be provided at district expense through the program in the district.
2. The following applies to a health and dental plan recognized by the Board:
 - A. The district to pay the full cost of a health plan of the District's choice on all personnel hired before 3/20/98 for the duration of this agreement (personnel to pay for coverage during summer months (2) when not working). (MEA Choice Plus). The Board agrees to pay on behalf of all employees hired after the date of 3/20/98, the following percent per year towards the cost of a health plan as recognized by the Board.

	FY22	FY23 & FY24
Single	100%	100%
2 Adult	60%	65%
Family	60%	65%
Adult w/child	60%	65%

*Employees scheduled by their supervisor to work beyond ten months will receive reimbursement of their full health premium that they qualify for as listed above for the additional months worked, provided they work 120 hours within that month. Only physically worked hours will count towards the 120 hours. Leave time, comp time, and EPL does not count as hours worked. This reimbursement will be in the first paycheck in October.

- B. The district to pay the full cost of a family dental plan. Reimbursement for dental expenses will be paid within ten (10) working days after submitting request to bookkeeper. Request for payment must be submitted within thirty (30) days of payment for dental work. The plan covers the employee, the employee's spouse and the employee's children under the age of 18 years. In the case of an employee who is a single parent, the plan covers the employee and the employee's children under the age of 18 years. For orthodontic work, each person covered shall be reimbursed at the rate of 50 percent for up to a maximum of \$750 in a lifetime per person (\$375 reimbursable).

For dental work, each covered person shall be reimbursed in full for the first \$200 in cost each year. Remaining dental work each year shall be reimbursed at the rate of 50 percent up to a maximum of \$1,500 for each family plan (\$750 reimbursable). The first \$200 per person each year, and the cost of orthodontic work in any particular year, shall be included in the \$1,500 per group yearly maximum. It is understood that each employee (regardless of employment by both husband and wife) has coverage under the dental plan, except that only one spouse may have coverage for any children.

In 2022-2023 the Board and Association will meet and agree to open up SECTION XXVII - MISCELLANEOUS PROVISIONS Insurance Benefits 2B Dental with the intent of increasing dental benefits for the 2023-2024 contract year.

VACATIONS

The vacation period (7/1 - 6/30) for each employee shall be determined by mutual agreement between the employee and the immediate supervisor.

It is the responsibility of the employee, not the employer, to ensure use of employee vacation days and to know how many he/she is entitled to use for the fiscal year (7/1 - 6/30). Days not used by June 30th of the fiscal year are lost unless prior written approval has been given by the Superintendent. The number of days of vacation that each employee is entitled to take is based on their overall seniority date. If the employee's anniversary

date of hire entitles the employee to additional vacation days during the fiscal year, then these additional days will go into effect immediately after the initial anniversary date. If the anniversary date falls so that the additional days cannot be taken prior to July 1st, then they will be allowed to carry into the following fiscal year.

CUSTODIAN, MAINTENANCE, SUPPORT SERVICE PERSONNEL, MECHANIC, & MECHANIC/BUS DRIVER, FOOD SERVICE MANAGER 1:

- A. Five (5) days paid vacation per year with more than one (1) year employed. Ten (10) days paid vacation per year with more than three (3) years employed. Fifteen (15) days paid vacation per year for those employed more than five (5) years. Twenty (20) days paid vacation per year for those employed more than ten (10) years. Twenty-five (25) days for those employed more than twenty (20) years.
- B. The Board agrees to pay one (1) week of vacation to employees who have worked all school days after one year of employment. These employees must work an eight (8) hour day on non-school days during the school year and forty (40) hours a week during school vacations and summer vacations. Vacation pay will be based on the average school year workweek.

SICK DAYS

The number of days for accumulation by classification is dependent on the number of days budgeted for each classification.

Bus Driver	192	Mechanic	260
Custodial	260	Mechanic/Bus Driver	260
Food Service	179-190	Secretaries	193-229
Maintenance	260	Support Service	260

NOTE: For employees who currently have days of accumulated sick leave over the above amounts will be entitled to that number, but will not accumulate anymore.

The Board retains the right to move to disability retirement before all sick days are exhausted.

HOLIDAYS

Eligibility: Employee must work the day immediately scheduled and/or authorized work day for the district before and after the holiday to receive pay for the holiday listed in classification, unless the employee has an approved request for absence. For holidays that are not listed in classification, the employee must be scheduled and work the work day immediately before and after to receive pay for that holiday. Employees who are on vacation the week of a holiday will be paid for the holiday provided they physically worked

the last day scheduled to work before vacation or the holiday and the first scheduled day after vacation or holiday.

Bus Drivers: (11) Labor Day, Indigenous Peoples Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, and Memorial Day.

Custodian
Maintenance
Support Staff: (13) Labor Day, Indigenous Peoples Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Juneteenth Day, and Independence Day.

Food Service: (9) Labor Day, Indigenous Peoples Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, and Memorial Day.

Effective FY22-23

Food Service: (11) Labor Day, Indigenous Peoples Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, and Memorial Day.

School
Secretary: (12) Labor Day, Indigenous Peoples, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Juneteenth Day and Memorial Day.

If a holiday falls on a weekend the employee shall receive the Friday before or the Monday following the weekend, or a mutually agreeable date within the pay period. Employee may only claim for holidays the number of hours that are regularly scheduled and worked during the school year. All holiday pay shall not exceed 8 hours per day.

Classification	7/1/2021	7/1/2022	7/1/2023
Bus Driver	\$18.92	\$19.68	\$20.47
Custodian	18.62	19.36	20.13
Support Service Worker	19.33	20.10	20.90
Maintenance/Mechanic	23.15	24.08	25.04
Mechanic/Bus Driver	23.15	24.08	25.04
School Secretary	18.51	19.25	20.02
Food Service Manager I	17.54	18.24	18.97
Food Service Manager II	17.09	17.77	18.48
Food Service Cook	15.76	16.39	17.05
Food Service Baker	16.22	16.87	17.54
Food Service Assistant I	15.50	16.12	16.76
Food Service Assistant II	16.22	16.87	17.54

Length of Service: Employees employed by the district for more than ten years will receive the following:

Years of Service	Total Cumulative Adjustment
10	\$0.15
15	\$0.25
20	\$0.40
25	\$0.50

Regular employees who are not covered by the agreement, that are currently working within the district may be placed by the Superintendent with board approval at a rate of pay in the current contract in classification based on longevity with the district. The employee's seniority within the classification shall be determined by the date, the employee was placed in classification by the Superintendent - Refer to Section VII - Seniority.

SECTION XXVIII - DURATION OF AGREEMENT

This agreement shall be effective as of 12.21.21 and shall continue in effect until June 30, 2024 unless extended by mutual agreement in writing by both parties.

M.S.A.D. #49 Employees Association

By: [Signature]
Its President

By: [Signature]
Chief Negotiator

By: _____

M.S.A.D. #49 Board of School Directors

By: [Signature]
Its Chair

By: [Signature]
Its Secretary

Association Negotiating Committee

[Signature]
Katie Lancaster

[Signature]
Rosie A. Carlson

[Signature]
Teresa K. Denis

[Signature]
Heather L. New-Clark

Board Negotiation Committee

[Signature]

Date: 12.21.21