

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

BOARD OF DIRECTORS OF  
KENNEBEC INTRA DISTRICT SCHOOLS RSU #2

(KIDS RSU #2)

AND THE

KENNEBEC INTRA DISTRICT SCHOOLS EDUCATION ASSOCIATION/MEA/NEA

(Food Service/Custodian/Maintenance/Drivers)

2018-2021

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## ARTICLE 1 – RECOGNITION

The KIDS RSU # 2 Board of Directors, hereafter referred to as the “Board,” recognizes the KIDS Education Association MEA/NEA, hereafter referred to as the “Association,” as the exclusive bargaining agent for employees who have been employed by the Board for more than six (6) months in the positions of Bus Drivers, Van Drivers, Custodial and Maintenance, Food Service Workers, Food Service Managers and excluding all other employees of KIDS RSU # 2 including seasonal, temporary, and on-call employees.

## ARTICLE 2 – DEFINITIONS

- A. **RSU #2** - Kennebec Intra District Schools Regional School Unit #2
- B. **District** - Former school districts of Dresden, Monmouth, MSAD #16, or Richmond
- C. **Association** - KIDS Education Association MEA/NEA
- D. **Bargaining Unit Members** - Employees who have been employed by the Board for more than six (6) months in the positions of Bus Drivers, Van Drivers, Custodial and Maintenance, Food Service Workers, Food Service Managers
- E. **Bargaining Agent** - Exclusive representative of the bargaining unit members (KIDS Education Association MEA/NEA)
- F. **Days – Work days** - “Days” shall mean working school days, the end of one school year and the beginning of the next school year, the time limits set forth herein shall refer to regular weekdays, Monday through Friday, excepting legal holidays.
- G. **Regular Bus Routes** - Daily a.m. and p.m. regular bus runs that equal a minimum accumulated total of 2 hours per run.
- H. **Extra Daily Runs** - Daily mid day runs that happen on a regular basis. Employees paid for actual time worked.
- I. **Bus Cleaning, Maintenance, Meetings and Related Duties** - Drivers are expected to spend any extra time of the regular 4 hours; bus cleaning, general maintenance, attending meetings, completing required paperwork, and other related duties necessary to their job. Any time that exceeds the regular 4 hours must be approved time.
- J. **Extra and Co Curricular Trips** - Sports, clubs, music and field trips that are not part of the regular transportation / bus driver daily expectation.
- K. **School Year Full-Time Employee** - is defined as those employees who are regularly scheduled to work thirty five (35) hours per week.
- L. **School Year Part-Time Employee** - is defined as those employees who are regularly scheduled to work less than thirty five (35) hours per week.

- M. **Year Round Full-Time Employee** - is defined as those employees who are regularly scheduled to work forty (40) hours per week.
- N. **Year Round Part-Time Employees Part-time** - is defined as those employees who are regularly scheduled to work less than forty (40) hours per week.
- O. **Essential Personnel** - Employees that ensure the safety and security of facilities and communications.
- P. **Non-Essential Personnel** - Employees that are not responsible for the safety and security of facilities and communications.
- Q. **Benefit Eligibility** - Unless specified by another provision of this agreement, all benefits contained within this agreement shall be pro-rated against defined full time and part time employment.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

Except as clearly and expressly limited by the specific terms of this Agreement, all rights, powers, discretion, authority and prerogatives of the Board and Superintendent including, but not limited to, the right to manage and operate the schools, the right to hire, discharge for just cause, lay off and recall employees and maintain discipline, the right to assign work, to direct the work force, to create reasonable work rules and the right, in all other aspects, to carry out the ordinary and customary functions of management necessary for the supervision and direction of its staff, are retained by and shall remain exclusively vested in the Board and Superintendent except as provided by a specific provision of this Agreement.

### **ARTICLE 4 - JOB DESCRIPTIONS AND ASSIGNMENTS**

- A. Each employee shall be provided with a written job description, describing his/her job responsibilities. The Association President shall be provided with a copy of all job descriptions in the bargaining unit and copies of new job descriptions when positions are created in the unit or positions are modified requiring new job descriptions. Impacted employees will also receive a copy of the modified job descriptions. The Superintendent shall notify and, upon request, meet and consult with the Association regarding the creation or modification of job descriptions. The employee shall sign an acknowledgement of receipt of his/her job description.
- B. If requested, the Superintendent will meet annually with representatives from the Association, prior to February 1st of each year, to review job descriptions.
- C. In the event of an inappropriate initial placement or a significant change in duties, an employee may seek a reclassification using the following procedure:
  - 1. A written petition with supporting documentation must be filed with the appropriate RSU Program Director (Director).

2. Within twenty (20) days of receipt of the petition, the Director will review the request and make a written recommendation to the Superintendent.
3. Within twenty (20) days of receipt of the Director's recommendation, the Superintendent shall review the request and, if necessary, meet with the petitioner. The Superintendent shall provide a written decision to the petitioner with a copy to the Association President.
4. In the event that the employee is dissatisfied with the Superintendent's decision referred to in subsection C(3) regarding the classification of the employee's assigned duties, he / she may file a grievance pursuant to Article 8 (Wages) and Appendix A.

D. **Copies of Agreement**

Employees shall be given a copy of this Agreement.

E. **Probationary Period**

In addition to the statutory six (6) month period required to be a public employee, all bargaining unit members shall serve an additional probationary period of six (6) months, for a total period of one (1) year. Employment of probationary employees may be terminated at the discretion of the Superintendent without recourse to Article 9 – Employee Rights. Employees will be notified on their one-year anniversary date, in writing, when the probationary period is completed.

F. **Position Vacancies**

Whenever a job opening occurs for a position within the bargaining unit, it shall be posted internally for a period of seven (7) days. Such posting shall be accomplished by placing notices on designated bulletin boards-accessible to all employees. A notice shall be sent to the Association President at the same time it is posted or mailed to each employee. The Superintendent may advertise externally, if so desired. Qualified internal candidates shall be given an opportunity to meet with the appropriate administrator to express their desire for the vacant position.

- G. When an involuntary transfer or reassignment is necessary, the Board will utilize the procedure in Article 10 Seniority and Reduction in Force to select the employee to be involuntarily transferred or reassigned. If the selected employee is transferred to a different town they will receive (1) day of pay at their per diem pay.

**ARTICLE 5 – LEAVES**

Requests for leaves that require approval will be submitted directly to the appropriate administrator. The appropriate administrator will either approve or deny the requested leave.

A. **Holidays**

1. Support staff employed for the school year will be paid for the following holidays in the school year: Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day and the following Friday; Martin Luther King, Jr. Day; and Memorial Day. In addition, food service employees will receive Christmas Day, New Year's Day, Presidents Day, and Patriots Day.
2. In addition to the above holidays, full year employees and those who are also scheduled to work the week of the holiday, shall also be paid for the 4<sup>th</sup> of July, Christmas Day, New Year's Day, President's Day, and Patriot's Day. Bus drivers and van drivers would only receive holiday pay if they work on the holidays listed above.
3. Year round, full-time custodians will be allowed ½ day holiday pay for Christmas Eve.
4. Employees must work their last scheduled work day or be on approved paid leave prior to, and their first scheduled work day immediately following the holiday in order to be eligible for holiday pay. Food Service workers are exempt from this requirement in regards to Christmas Day, New Year's Day, Presidents Day and Patriots Day.

B. **Vacation for Year Round Employees**

1. Vacation days for full year employees are as follows: two (2) weeks paid vacation will be granted after one (1) year; three (3) weeks will be granted after five (5) years; and four (4) weeks will be granted after ten (10) years; and five (5) weeks will be granted after fifteen (15) years with the District and its predecessor. Scheduling of vacations shall be subject to the approval of the department Director.
2. Employees must use all vacation days within twelve (12) months after it is earned. In the event that vacation time cannot be scheduled because of school needs, an employee may carry his/her vacation over to the following year with prior written approval of the department Director. The total amount of carry over unused vacation shall not exceed five (5) days. If a request for carry over days is not granted, the employee shall be paid for up to five (5) unused vacation days that could not be scheduled because of school needs. Each employee's anniversary date of hire will determine the balance of accumulated vacation days.
3. Any 2009-10 employees eligible for five (5) weeks shall continue to be granted five vacation weeks annually.

C. **Sick Leave**

1. Year Round full time employees will be provided with 15 days sick leave per year accumulative to 120 days. School year full time employees will be provided 12 days

sick leave accumulative to 120 days. Year Round Full time employees hired after July 1<sup>st</sup> will have their sick leave prorated for the contract year. Full time School year employees hired after the school year begins will have their sick leave prorated for that contract year. Sick leave may be taken for either personal or family illness. Sick leave shall be granted in quarter day increments subject to the following conditions:

- a. The absence must be necessitated by personal illness or physical incapacity of such a degree as to render the employee unable to perform the work of the assigned position or other work in the department or, in the event of illness in the immediate family, require the presence of the employee to care for the family member. Should the illness or injury arise from other employment, no personal sick leave benefits will be paid by the Board. Sick leave may not be used for doctor's appointments, which can be scheduled outside the employee's normal workday or do not require the immediate care and/or attention of the employee's physician.
- b. Except in emergencies, the absence must be reported by the employee to his/her immediate supervisor and/or department Director at least one (1) hour prior to the start of work in order to be eligible for sick leave.
- c. In the event that the Superintendent has a reasonable basis for believing there is abuse of sick leave, the Superintendent shall have the right to request, at the District's expense, a certificate from a medical doctor certifying that the employee's condition is such that he or she is unable to work. If belief there is abuse of family sick leave time, the employee must produce a doctor's note covering the need to be with family member at the employee's expense.
- d. In cases of injury covered under the Workers' Compensation Act, an employee will be paid from his/her accumulated sick leave the difference between the amount of his/her regular pay and the amount which he/she receives pursuant to Workers' Compensation. This difference shall be charged on a pro-rata daily basis to the employee's sick leave and will cease when said employee's sick leave is exhausted. In no case shall an employee receive double compensation under both the sick leave policy and the Workers' Compensation Act.
- e. Employees may use their accumulated sick leave when on leave under the Family Medical Leave Act.
- f. Any employee who makes a false claim for paid sick leave shall be subject to immediate disciplinary action.

D. **Personal Business Leave**

1. Upon approval and subject to the needs of the District, an employee may be granted two (2) personal business leave days per year to conduct compelling personal business affairs which cannot be conducted outside the work day. The personal business day(s) shall not be used to extend a scheduled school vacation period except to conduct personal business which cannot be conducted outside the work day. Requests must be in writing.
2. Personal business means:
  - a. Legitimate and necessary personal business.
  - b. Household business.
  - c. Family business.
  - d. Religious holidays.
  - e. Legal business matters, any of which require absence during work hours.
3. The personal business leave shall not be used for recreational purposes, political activities, vacation or vacation-like activities, and other employment purposes.

E. **Bereavement**

1. Not chargeable as sick leave.
2. Up to five (5) days absence from duties, with pay, is allowed for each death in the immediate household or member of the family. This is to include father, father-in-law, mother, mother-in-law, husband, wife, brother, brother-in-law, sister, sister-in-law, grandparent, child, life partner or any person living in the immediate household. Additional bereavement leave may be granted by the Superintendent and shall be deducted from the employee's sick leave.
3. Absence from duty, with pay, due to the funeral of a relative or very close friend not included in the list under No. 2, is allowed at the discretion of the Superintendent. A maximum of one (1) day is allowable for each instance.

F. **Jury Duty**

Notification must be made at least five (5) days before reporting date. Regular wages will be paid by RSU #2, and all court reimbursements must be turned in to RSU #2.

G. **Unpaid Leaves**

Unpaid leaves of absence may be granted when requested at least twenty (20) days in advance. Request for an unpaid leave of absence must be in writing setting forth the



reason for the leave and such leave shall not be unreasonably denied. In the event of an emergency, the twenty days prior written notification shall be waived.

H. **School Closing**

When, because of emergency situations, it is necessary to open school late or close school early, but not so late or early as to require the day, or part thereof, to be made up, non-essential employees will be paid for actual hours worked. Employees may make up the time within the next two pay periods. Employees may also choose to use a portion of available personal time. Employees shall not incur overtime when making up time. This shall be accomplished by making up the total time within the two pay periods. This may mean that the employee cannot make up all time within one week.

- I. Employees will receive, in writing, each fall, a notification of accumulated sick leave, personal leave and vacation time.

J. **Severance**

1. Following ten years of service in the RSU, including service with one or more of the districts that comprise RSU #2, the employee shall upon retirement through Maine PERS, Social Security, or upon death, receive severance pay equivalent to thirty (30) full days of unused sick leave based upon the pay of the final full year of employment. Employees must notify the Board prior to March 1 the year of retirement to be eligible for the severance pay the first pay period of the next fiscal year. Notifications after March 1 result in the severance being paid in the next fiscal year, but later than in the first pay period of the next fiscal year. The decision as to when the severance pay is dispersed will be at the discretion of the Superintendent who will also consider extenuating circumstances.
2. Upon involuntary termination resulting from position elimination or reduction in force, the employee shall receive severance pay equivalent to three (3) days' pay from his/her accumulated sick leave for each year of employment in the RSU, including service with one or more of the districts that comprise RSU #2, up to thirty (30) days of severance pay.

K. **Sick Leave Bank**

The sick leave bank is designed to provide income protection for employees who have exhausted their personal leave and annual / accumulated sick leave, and who may have illness that exceeds the common cold, flu, or ailment. Sick leave bank days are not available for elective surgery that is not medically necessary.

1. New employees will be required to submit (1) day to the sick bank upon initial hiring. Part-time employees' contributions will be pro-rated.
2. If the sick leave bank drops below 50 days, all school year employees will contribute another half (1/2) day and year-round employees will contribute one (1) full day to replenish the bank. All employees will be informed of the deduction in their next

direct deposit notification. The sick bank will be replenished within 30 days of it dropping below 50 days.

3. Sick bank days may only be applied to cover actual work days, and will not be granted for holidays, storm days, or any other days for which the employee might otherwise be paid.
4. The Association President will be informed of the amount of sick bank days to begin each year by September 30<sup>th</sup>. The Association President will also be provided a summary at the end of the school year, no later than June 30<sup>th</sup>, with the amount of days used and what employees used these days.

#### Eligibility

1. Membership in the sick leave bank is mandatory.
2. Employees may not access the sick leave bank until they have depleted their annual and accumulated sick leave. If a sick leave bank request is approved, it shall be retroactive to the first day the employee was absent following depletion of his / her personal sick leave days.
3. All days donated to the sick bank become the property of the sick bank and may only be withdrawn in accordance with these contract provisions; sick bank days cannot be withdrawn by individuals who leave RSU #2.

#### Sick Leave Bank Administration and Requests

1. The Human Resources Director shall administer the sick leave bank.
2. Employees must make requests for sick leave bank days in writing on the application form available in the central office and must also provide complete medical documentation on the RSU 2's Certification of Health Care Provider Form prior to exhausting all personal and sick leave days, unless extenuating circumstances prevented this from occurring.
3. Decisions about whether to grant sick leave bank days shall be based upon medical documentation that meets sick leave criteria.
4. Requests for sick leave bank days and medical information received shall be maintained in a confidential file separate from personnel files.

### **ARTICLE 6 - BENEFITS**

- A. Insurance Benefits for part-time employees will be prorated against defined full-time employment for school year and year round employees.
- B. Current employees, who are working 30 hours per week and are receiving full-time insurance as described by their respective municipal contracts, shall continue to receive

these benefits as a full-time employee. If any of these employees change benefit levels, they must then work 35 hours per week to receive full-time benefit status.

- C. Employees who work less than 20 hours per week shall not be entitled to these benefits. Said employees deemed eligible by the insurer may participate in the group plan at the employee's expense.

D. **Health Insurance**

- 1. All eligible employees may select coverage under available MEABT plans (Choice Plus, Standard 500, or Standard 1000). Employees shall be responsible for the costs above the Board's contribution amount. The Board's contribution amount is as follows, based on Choice Plus premiums: for single coverage, 100%; for two-adult coverage, 77.2%; for adult with child or family coverage, 76.8%.

In 2018-2019 bus drivers who in the 2017-2018 school year did not qualify for full time status at 30 hours, and who work between 20 and 30 hours, will be eligible for 85.7% of Choice Plus single subscriber insurance paid for by the District.

In 2019-2020 bus drivers who in the 2017-2018 school year did not qualify for full time status at 30 hours and who work 20 hours or more will be eligible for 100% of Choice Plus single subscriber insurance paid for by the District.

- 2. Spouse eligibility requirements for the board's health plan shall apply to all employees in the bargaining unit.
- 3. An employee is only eligible for board contributions towards spousal coverage under a two-adult or family coverage if his/her spouse (For the purpose of this article life partner may be used interchangeably instead of spouse.) is not eligible for employer paid group health insurance coverage through his/her employer or, if self employed, does not provide employer paid group health insurance for his or her employees. For the purpose of this provision, "eligible" shall mean access to employer paid group health insurance, regardless of the plan design or cost to the spouse, provided that the employer or self employed person pays a portion of the spouse's/employee's health insurance premium. 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 Board contributions for spousal coverage. Employees requesting health coverage for a spouse are required to complete a certification form upon enrollment in the Board's plan, and each year thereafter, concerning their spouse's eligibility for health insurance. The Board may require further documentation as it deems appropriate.

4. Employees shall have their contributions made on a pre-tax basis pursuant and subject to the District's 125 Plan. Insurance deductions will be deducted for those "paid as earned" and "21 pays" to encompass amount due to entire contract year.

E. **Dental Insurance**

1. Full single coverage of the District dental health insurance will be provided for all support staff that do not have dental insurance elsewhere. Coverage will be based on Plan 4 to include ortho rider 3 of the Northeast Delta Dental Plan.
2. Employees who elect no health insurance may receive up to 100% full family dental insurance Plan 4, paid for by the RSU. This plan includes ortho rider 3, the employee is responsible for the cost of the rider.

F. **Life Insurance**

Beginning February 1, 2010, the employer will pay 100% of the cost of term life insurance equal to \$30,000 for those employees who work thirty (30) hours or more per week. Employees who work less than thirty (30) but twenty (20) or more hours per week shall have the employer's contribution prorated. Employees who work less than twenty (20) hours per week shall receive no contribution from the employer. The employee is responsible for the cost of any dependent coverage or plan increase above \$30,000. This benefit shall be provided by Unum and the company's rules and restrictions shall apply. All employee contributions shall be paid through payroll deduction.

**ARTICLE 7 - WORK WEEK, WORK YEAR & WORK SCHEDULE**

- A. Each employee in the bargaining unit will be notified in writing no later than August 1<sup>st</sup> of each year of the employee's normal length of his/her work day and work year in accordance with the provisions below.

B.

<b>Employee Classification</b>	<b>Days Per Year</b>
Food Service Workers	176
Food Service Managers	176
Custodians Full Year	260
Custodian School year	176
Head Custodians	260
Bus Drivers	178
Van Drivers	178 - 260

- C. Notwithstanding the provisions of Section B, the length of an employee's work day, work week and work year shall not be reduced except for a bona fide program or financial reason. If the Board is contemplating a change lasting more than thirty (30) calendar days

to an employee's length of workday, work week, or work year, the Superintendent shall notify the employee and the Association in writing. Upon written request and prior to any such change, the Board shall meet with the Association to discuss the proposed change and any alternatives. Should the Superintendent adjust the workday, work week or work year of the employee(s), the Association may negotiate the impact of such change.

- D. **Temporary Employees** - Temporary employees are those employees appointed to a position for a limited period of time, including replacements for employees on leaves, extended or otherwise. Temporary employees, in addition to seasonal and on-call employees, are not governed by this Agreement. A current employee of RSU 2, who is working as a temporary, seasonal, or on-call employee, is not covered by this agreement while working in one of these positions.
- E. **Year Round Full-Time Employees** - Year Round Full-time employees are defined as those employees regularly scheduled to work at least forty (40) hours per week for at least 260 work days within a twelve month period. Hours worked in excess of 40 hours per week shall be paid at time and a half.

The basic work week for full-time employees shall consist of five (5) days. The normal work day shall be eight (8) hours. All hours worked in excess of forty (40) hours per week, will be paid at time and a half of the employee's regular hourly rate.

- F. **Year Round Part-time Employees** - Part-time employees are defined as those employees regularly scheduled to work less than a forty (40) hour week.
- G. **School Year Full-Time Employees** - School Year Full-time employees are defined as those employees regularly scheduled to work at least a thirty five (35) hour week. The basic work week for full-time employees shall consist of five (5) days. The normal work day shall be seven (7) hours. All hours worked in excess of thirty five (35) hours per week, but less than forty (40) hours per week, will be paid at the employee's regular hourly rate. Hours worked in excess of 40 hours per week shall be paid at time and a half.
- H. **School Year Part-time Employees** - Part-time employees are defined as those employees regularly scheduled to work less than a thirty five (35) hour week.

I. **Summer Bus Runs**

1. Bargaining unit members who are school bus and/or van drivers may apply for any summer bus driving opportunities involving RSU #2 students and any others authorized by the Superintendent as follows:
  - a. Authorized summer bus/van driving opportunities shall be posted and the posting shall contain the specific job responsibilities;
  - b. Bargaining unit members who apply shall be interviewed;
  - c. The Superintendent's decision will be made based on qualifications, seniority, and training that best meets the needs of RSU #2;

- d. Selection is an annual appointment and not an individual entitlement; and
- e. Qualified bargaining unit members have first refusal prior to the hiring of a non-bargaining unit member.

### **Extra Daily Bus Runs**

Extra, daily runs will be selected by the employees in order of seniority. The most senior employee may select one extra daily run from the list. This process shall continue down the seniority list until all extra daily runs are distributed. Once the rotation has reached the end of the list and there are extra runs, the process continues until all runs have been assigned. Assignments will be made only after all drivers have been asked if they wish to be considered for these daily runs.

Extra daily run coverage for when the regular driver is absent shall be distributed among the other regular drivers by rotating seniority. These runs shall include, but not limited to: CAT run, Pre K and Alternative Ed runs and late runs. No extra daily runs shall be offered to non regular drivers until all regular drivers have been offered such runs. In case of emergencies (last minute runs or driver absences), the transportation director may select any available driver. Overtime will be avoided whenever possible.

### **Extra Curricular Bus Trips**

1. When an extra bus trip opportunity within Monmouth or Richmond districts becomes available it will be posted. The bus drivers who have volunteered for extra bus trips within the respective district will be offered the extra work based on a seniority rotation list. If no driver from that district volunteers, then the drivers on the rotation list from the other district will be provided the opportunity for the extra bus trip.
2. The rotation list shall list the most senior regular drivers first and selection shall be made on a rotation basis. If the driver at the top of the rotation accepts or declines the extra trip, the driver will then rotate to the bottom of the list.
3. The rotation list is voluntary and drivers will be provided the opportunity in writing to be added to or dropped from the list by August 1 for fall, November 1 for winter, and April 1 for spring. If no regular drivers are available for an extra trip, then spares may be used. If no regular drivers or spares accept the extra trip, the rotation list based on inverse seniority shall be used to cover the extra trip.

### **Essential Personnel**

During inclement weather the RSU will consider the needed use of the facilities, the safety and security of the facilities, and the safety of essential personnel when deciding if, and when, essential personnel are required to report to work.

## ARTICLE 8 – WAGES

### A. Wage Schedule

Employees will be paid in accordance with the wage schedule attached as Appendix A.

### B. Years of Experience

Step/Experience Credit increases will be granted only at the beginning of each defined contract year. An employee hired prior to January 15<sup>th</sup> of any year covered by this Agreement will receive credit for one year's experience on the salary scale. An employee hired on or after January 15<sup>th</sup> of any year covered by this contract shall receive no experience credit for that year.

### C. Placement of New Employees on Wage Scale

For purposes of initial placement on the wage schedule, prior related experience in another SAU will be given year for year credit. Prior private sector credit for related documented job experience may be granted at the discretion of the Superintendent.

### D. Higher Classification Pay

1. When an employee is temporarily reassigned and that assignment extends beyond (5) five days, the employee shall be placed on the wage step, in the higher classification closest to, but not less than or equal to, the employee's current rate of pay. Once an employee has worked 11 consecutive days, the employee shall be paid at the higher rate retroactive to the first day of the temporary assignment.
2. When an employee is assigned to work in a higher classification on a permanent basis, the employee shall be placed on the wage step in the higher classification closest to, but not less than or equal to, the employee's current rate of pay.

### E. Pay Averaging Option

1. School Year employees may elect the option of being paid "as earned" or have the option of having their pay averaged over 21 or 26 pay periods as described below. Employees who are scheduled to work less than six (6) hours a day will be paid as earned.
2. Adjustments for additional work or reduction in work from the employee's regularly scheduled workweek shall be made during each pay period. Any unpaid hours missed during a pay period ("unpaid leave") shall be deducted from the employee's paycheck for that pay period. Any extra hours worked during a pay period will be added to the paycheck for the pay period. If, because of mid-year termination or any other reason, the amount that the employee receives under this pay averaging system is more than the employee's paid hours multiplied by his/her hourly rate of pay, such overage will be withheld from the last check the employee receives. If such overage is not withheld, the employee shall pay such overage to

the Board. If the employee receives less than the employee's paid hours multiplied by his/her rate of pay under this pay averaging system, the Board will pay such underpayment to the employee in the employee's last pay check.

3. Employees who elect to receive their pay over 21 pay periods must sign the individual's "Pay Averaging or Paid as Earned Option Sheet" and submit the form to the Superintendent's office by August 1st of each year. Employees hired during the school year may elect pay averaging within the first week of employment, provided such averaging is practical. Once an election is made, the employee cannot change his/her election until the annual election period.

- F. Custodians who work the second shift will receive a \$.20 per hour shift differential above the rate of the first shift/daytime custodian. The third shift custodians will receive a \$.35 per hour shift differential above the rate of the first shift/daytime custodian.

G. **Call-In Pay**

1. Custodians called back into work during non-working hours shall be paid a minimum of two (2) hours regular rate pay for each call in, or the actual hours worked, whichever is greater.
2. Drivers who are not notified of a school delay or run cancellation by 5:30 a.m. and who have reported to work, shall be paid a minimum of two (2) hours.
3. Head Custodians will receive ½ hour of pay at their hourly rate for each call that they answer in the following circumstances only:
  - a. The call is received and responded to outside of their regularly scheduled shift; and
  - b. The call is made by a person in one of the following positions only:
    - i. The building principal or assistant principal
    - ii. Director of Buildings and Grounds or Assistant Director of Buildings and Grounds
    - iii. An authorized representative of the RSU's alarm vendor
  - c. The Head Custodian is not required to answer the phone from a person not listed in section b above. If a Head Custodian answers a call in any situation that does not meet all of the conditions listed in a or b, they will not receive the additional ½ hour compensation.

**ARTICLE 9 - EMPLOYEE RIGHTS**

- A. No non-probationary employee shall be disciplined, suspended or dismissed without just cause.
- B. Whenever an employee is called before a department Director, Superintendent, or the Board concerning any matter which could have an adverse effect on the employee's continued



employment, the employee shall receive prior notice of the reasons for such meeting and the employee shall be entitled to have an Association representative present during such meeting.

- C. The Superintendent may place an employee on administrative leave pending charges. Administrative leave may be without pay when charges involve serious criminal activities or endangerment to the student body or staff, otherwise such leave shall be with pay. The employee may appeal his/her non-pay status to the Board.
- D. Disciplinary action, which is less than suspension or discharge, may only be grieved to the Board level of the grievance procedure. Disposition at the Board level shall be final and not subject to arbitration.
- E. Personnel files for employees shall be maintained and, on request, made available to employees or their designated representative as provided by applicable law.
- F. Evaluations
  - 1. All monitoring or observations, related to the formal employee evaluations shall be conducted openly with the knowledge of the employee by appropriate administrator(s). All employees will be formally evaluated every other year.
  - 2. The employee shall be given a copy of any evaluation and may request a conference to discuss it. Any written comments related to formal evaluations will be shared with the employee before being included in the employee's personnel file. No employee shall be required to sign a blank or incomplete evaluation form.
    - a. Evaluations shall include:
      - i. The written results of two formal walkthroughs/observations completed in the presence of the employee by the appropriate director or assistant director
      - ii. Strengths of the employee as evidenced
      - iii. Areas of needed improvement (if applicable)
      - iv. Specific suggestions as to the measures the employee may take to improve his/her performance in any areas of needed improvement
  - 3. For school year employees, the evaluation process will be fully completed by the end of the academic school year. For the year round employees, the process will be fully completed before the beginning of the next academic school year.

## **ARTICLE 10 - SENIORITY AND REDUCTION IN FORCE**

### **A. Seniority**

- 1. Seniority shall be the employee's length of continuous service since the date of employment within the classifications in the bargaining unit or its predecessors. In the event of tie in seniority, the following order shall be use to break the tie:

- a. Total school unit aggregate service time in any position
  - b. Prior total experience within the job classification; and
  - c. Lottery by cutting a deck of cards (ace of spades being the high card).
2. By October 1st of each school year, the Superintendent or designee shall establish a seniority list by impact area with the name and date of employment of each employee, and with the employee with the greatest seniority listed first. A copy of such list shall be sent to the Association president and posted on the bulletin board within each work location. The Association shall have thirty (30) calendar days to file an objection to the seniority list with the Superintendent or designee; otherwise the list shall be assumed to be accurate for the following twelve (12) months.

**B. Impact Areas**

1. Custodians
  - a. Head Custodian
  - b. Custodian
2. Food Service
  - a. Food Service Manager
  - b. Food Service Worker
3. Transportation
  - a. Bus Driver with required license
  - b. Van Driver

**C. Position Elimination**

1. If the Board is contemplating the elimination of any bargaining unit positions, it (or its designee) will provide written notification to the Association. The Board (or its designee) will meet and consult with the Association upon written request prior to a decision to eliminate any bargaining unit positions.
2. A decision by the Board to eliminate any bargaining unit position shall not be subject to the grievance procedure or arbitration.
3. In the event that the Board decides to eliminate any bargaining unit position, it shall give the Association prompt written notice of the positions to be eliminated.

**D. Selection Procedure**

In the event the Board determines that a reduction in the work force is necessary, employees shall be laid off based on qualifications, seniority, and training.

E. **Notice of Layoff**

An employee who is the subject of a reduction in force shall receive at least thirty (30) calendar days' written notice.

F. **Bumping Procedures**

Within five (5) working days of notification of layoff, a non-probationary employee designated for layoff in accordance with Paragraph D above shall either (1) accept layoff subject to recall; or (2) bump the least senior employee in terms of length of continuous employment in any lower classification within the impact area as set forth in Paragraph B above, if the employee has greater seniority, provided that (1) the displacing employee is capable of performing the available job duties in the position; (2) any part-time employee who displaces any full-time employee shall work the same number of hours as the displaced full-time employee; and (3) any full-time employee who displaces a part-time employee shall work the same number of hours as the displaced part-time employee. Any bumped employee shall be covered by the same procedures in this Section, i.e. may (1) accept layoff subject to recall or (2) bump the least senior employee in a lower classification within the impact area.

G. **Recall**

1. An employee whose position is eliminated as a result of a reduction in work force shall have a right of recall based on the inverse order of layoff for twenty-four (24) months from the effective date of layoff of the first available position within the impact area, unless the employee:
  - a. waives recall rights in writing;
  - b. fails to submit a written response by mail or email to an offer of recall that is postmarked no more than five (5) working days after receipt of the offer of recall by the employee;
  - c. is not available for work within ten (10) working days after the Superintendent receives the employee's written acceptance of an offer of recall; or
  - d. does not maintain proper certification or licenses as required.
2. The Superintendent or designee shall establish a recall list of laid-off employees. Employees shall be recalled based on their inverse order of layoff (last person laid off is offered recall first). No new employee shall be hired until after the recall list has been exhausted.
3. The President of the Association will be notified of recalls.

4. An employee who is reemployed within 24 months of the effective date of layoff shall be placed on any wage step earned and shall have any accrued benefits obtained prior to the layoff restored.
5. Any employee laid off shall be provided information regarding any applicable COBRA benefits.

## **ARTICLE 11 – PROFESSIONAL IMPROVEMENT**

### **A. Workshops/In-Service Training**

The District shall provide training as required by state regulations. Employees will be paid when attending workshops or in-service training programs required by the District or approved by the Superintendent. Association representatives from each classification may suggest suitable workshop programs appropriate for their classification. Subject to advanced approval from the Superintendent, up to full reimbursement will be made for workshops and seminar registration fees that will enhance the employee's abilities to perform specific duties of their job classification. Reimbursement will be made only after the employee presents evidence of attendance and/or successful completion.

All drivers will receive, at minimum, one additional day of training and / or professional development. This training will occur on a non-student day.

### **B. Course Reimbursement**

1. Subject to advance approval from the Superintendent, reimbursement will be made, in full, for course tuition, including Adult Education courses that will enhance the employee's abilities to perform their specific duties. Reimbursement will be made only after the employee presents evidence of attendance and successful completion. Reimbursement will not exceed six (6) credit hours per year at the University of Maine undergraduate rate or three (3) credit hours per year at the UMaine graduate rate. Such reimbursement shall be made to the employee within thirty (30) days subsequent to presentation to the Superintendent of receipts and/or proof of completed training or college credits. Additional undergraduate college courses may be awarded at the discretion of the Superintendent.
2. Employees must fill out a prepayment request and turn in to the Superintendent for approval with all supporting documentation including invoice, course description. Employees electing third party billing or advanced payment must reimburse the District the amount of payment made on behalf of the employee in the event the employee fails to complete the course and/or does not receive a course grade of B or better. The employee must submit to the Superintendent's office proof of successful course completion, with grade, within thirty days of course completion. Any reimbursement owed to the Board by the employee shall be made by payroll deductions.

## **ARTICLE 12 - EMBODIMENT OF AGREEMENT**

This Agreement incorporates the entire understanding on all matters which were the subject of negotiations. During this Agreement, neither party shall be required to negotiate with respect to any such matter covered by this Agreement.

## **ARTICLE 13 - SEVERABILITY**

In the event that any provision of this Agreement is found to be in conflict with any state, federal, or other applicable laws, such law(s) shall prevail and such provisions of the agreement shall be considered invalid and void. Such invalidity shall not affect the validity of the remaining provisions of this Agreement which shall remain in full force and effect.

## **ARTICLE 14 - UNIT WORK AND SUB CONTRACTING**

- A. The Board reserves the right to continue to employ outside contractors for work requiring specialized skills or licensing (such as temporary employment services, but not limited to specialists) or obtain equipment or technology not available within the District, provided it will not result in the reduction in hours or the layoff of an employee who may be qualified and capable of performing such work or specialty. In addition, it is understood that the Board shall be allowed to continue its current practice of permitting volunteers and/or non bargaining unit members to perform spare or temporary work.
- B. In the event that the Board decides to consider subcontracting for the subsequent contract year, it will appoint a subcommittee to make a recommendation to the full Board. The subcommittee shall consist of 2 association representatives, 2 board representatives, and 1 administrator. All members of the subcommittee shall have access to all information, including draft or final bid specifications, contractor proposal, etc. In the event that having received a recommendation from the subcommittee, the Board decides in its discretion to subcontract some or all of its operations, all affected employees and the President of the Association will be provided with ninety (90) days written notice of the elimination of their positions. In addition, the Board will negotiate on request with the Association with respect to the impact of the subcontracting decision on the affected employees.

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

A. **Purpose**

The purpose of this procedure is to provide for resolution of disputes over the meaning or application of this agreement. Both parties agree that the grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and provided the Association has been given an opportunity to be present at any adjustment.

**B. Definitions**

1. A “grievance” is an alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. The “aggrieved” is a member of the bargaining unit (as defined in Article 1) or the Association.
3. A “party in interest” is the employee or employees making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. “Days” shall mean working school days, excepting as provided in C-2 below.

**C. Time Limits**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum. The time limits specified may, however, be extended by mutual written agreement.
2. Between the end of one school year and the beginning of the next school year, the time limits set forth herein shall refer to regular weekdays, Monday through Friday, excepting legal holidays.

**D. Informal Procedure**

If an employee feels that he/she may have a grievance, he/she is strongly encouraged to discuss the matter with the Administrator responsible for the act which resulted in the grievance in an effort to resolve the problem informally. If the employee is not comfortable discussing the matter with the Administrator responsible for the act, the employee may discuss the matter with the RSU #2 Human Resources Director. An Association representative may be present.

**E. Formal Procedure**

1. Level One – Department Director
  - a. If an aggrieved person is not satisfied with the outcome of informal procedures, or if he/she has elected not to utilize them, he/she may present his/her claim as a formal grievance, in writing, to his/her department Director, Principal or HR Director or other appropriate administrator. A grievance will be deemed waived unless submitted in writing twenty-five (25) days after the aggrieved party first knew, or should have known, of the events or conditions constituting the alleged grievance.

- b. The department Director shall, within ten (10) days after receipt of the written grievance, render his/her decision and the reasons therefore, in writing, to the aggrieved person, with a copy to the President of the Association.

2. Level Two – Superintendent

- a. If the aggrieved is not satisfied with the resolution at Level One (if the grievance was appropriately lodged at this level), or if no answer is received, he/she may, within five (5) days, submit it to the Superintendent at Level Two.
- b. The Superintendent shall schedule a meeting within three (3) days (to occur within ten (10) days) of receipt of the grievance, to meet with the aggrieved party for the purpose of resolving the grievance. Representatives of the Association may be present.
- c. The Superintendent shall, within ten (10) days after the meeting, render his/her decision and the reasons therefore, in writing, to the aggrieved person, with a copy to the President of the Association.

3. Level Three - Board Of Directors

- a. If the aggrieved is not satisfied with the resolution at Level Two, or if no answer is received, he/she may within five (5) days submit it to the Board at Level Two.
- b. The Board shall, within ten (10) days of receipt of the grievance meet with the aggrieved party for the purpose of resolving the grievance. Representatives of the Association may be present.
- c. The Board shall, within 5 (five) days after the meeting, render its decision and the reasons therefore, in writing, to the aggrieved person, with a copy to the President of the Association.

4. Level Four - Impartial Arbitration

- a. If the Association is not satisfied with the disposition of the grievance at Level Three, the Association may, within ten (10) days, submit the grievance to arbitration by so notifying the Superintendent in writing.
- b. The Board Chair or designee and the President of the Association or designee shall, within ten (10) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within ten (10) days, they shall request the American Arbitration

Association to utilize its rules and procedures for the selection of an arbitrator.

- c. The arbitrator selected shall confer promptly with the Board, representatives of the Association, and the arbitrator shall review the record of the prior meetings and shall hold such meetings with the aggrieved person and other parties in interest, as he/she shall deem requisite.
- d. The arbitrator shall, as soon as practicable after his selection, render his decision, in writing, to the parties in interest, setting forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement, and shall confine any decision to the meaning of the specific written contract provision which gives rise to the dispute. The arbitrator shall be without power to make any decision which is contrary to law, interferes with the statutory duties of the Board, or violates the terms of this Agreement. The arbitrator's decision will be binding, subject to judicial review.
- e. The cost of the services of the arbitrator shall be borne equally by the Board and the Association consistent with the state statutes.

F. **Other**

- 1. Forms - Forms for filing and processing grievances shall be prepared by the Superintendent, with the approval of the Association, and made available to the Association President, so as to facilitate operation of the grievance procedure.
- 2. Meetings - All meetings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this grievance procedure.

**ARTICLE 16 - UNION SECURITY**

- A. The Board recognizes its obligation to meet with the Association for the purpose of collective bargaining in accordance with Chapter 9-A of Title 26, as amended.
- B. All employees in the bargaining unit shall have the right to join or to refrain from joining the Association. No employee in the bargaining unit shall be favored or discriminated against by the Board or by the Association because of an employee's membership or non-membership in the Association. The Board agrees to treat, and the Association agrees to represent, all employees in the bargaining unit without discrimination.

Dues will be deducted from the salary of members of the Association who so authorized, in writing, and be transmitted to the Association. The Association agrees to fully indemnify, defend and hold the Board harmless from any claim or suit of any nature arising out of or in connection with any deduction pursuant to the Article.



The Board agrees to notify the Association in writing of the name, address, job classification, and date of employment, or termination of employment, of all persons covered under this Agreement within a reasonable period of time of their employment or termination.

**ARTICLE 17 - MISCELLANEOUS**

A. **Use of Personal Vehicle**

Support staff will receive gas mileage at the State of Maine rate when their vehicles are used for District business. Prior approval is required for all such vehicle usage. Approved mileage must be submitted for reimbursement monthly and must not overlap fiscal years.

B. **Extra/Co-Curricular Positions**

For the duration of the Agreement, the Board shall maintain compensation for extra-curricular position held by support employees at an amount not less than the amount paid to the teachers.

**ARTICLE 18 - TERM OF AGREEMENT**

The term of this Agreement shall become effective as of July 1, 2018 and shall expire on June 30, 2021.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

BOARD OF DIRECTORS / RSU #2

By: \_\_\_\_\_

Date: \_\_\_\_\_

KIDS EA/MEA/NEA

By: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix A

**Wage Schedules 2018-2021**

<b>2018-2019</b>						
<b>Step</b>	<b>Bus Driver</b>	<b>Van Driver</b>	<b>Custodian</b>	<b>Head Custodian</b>	<b>Food Service</b>	<b>Food Service Mgr</b>
1	\$15.50	\$13.49	\$13.72	\$15.50	\$12.00	\$13.56
2	\$15.81	\$13.75	\$13.99	\$15.81	\$12.24	\$13.83
3	\$16.13	\$14.03	\$14.27	\$16.13	\$12.48	\$14.11
4	\$16.45	\$14.31	\$14.56	\$16.45	\$12.73	\$14.39
5	\$16.78	\$14.60	\$14.85	\$16.78	\$12.99	\$14.68
6	\$17.11	\$14.89	\$15.15	\$17.12	\$13.25	\$14.97
7	\$17.46	\$15.19	\$15.45	\$17.46	\$13.51	\$15.27
8	\$17.80	\$15.49	\$15.76	\$17.81	\$13.78	\$15.58
9	\$18.16	\$15.80	\$16.08	\$18.16	\$14.06	\$15.89
10	\$18.52	\$16.12	\$16.40	\$18.53	\$14.34	\$16.21
11	\$18.89	\$16.44	\$16.72	\$18.90	\$14.63	\$16.53
12	\$19.27	\$16.77	\$17.06	\$19.28	\$14.92	\$16.86
13	\$19.66	\$17.10	\$17.40	\$19.66	\$15.22	\$17.20
14	\$20.05	\$17.44	\$17.75	\$20.06	\$15.52	\$17.54

<b>2019-2020</b>						
<b>Step</b>	<b>Bus Driver</b>	<b>Van Driver</b>	<b>Custodian</b>	<b>Head Custodian</b>	<b>Food Service</b>	<b>Food Service Mgr</b>
1	\$15.81	\$13.75	\$13.99	\$15.81	\$12.24	\$13.83
2	\$16.13	\$14.03	\$14.27	\$16.13	\$12.48	\$14.11
3	\$16.45	\$14.31	\$14.56	\$16.45	\$12.73	\$14.39
4	\$16.78	\$14.60	\$14.85	\$16.78	\$12.99	\$14.68
5	\$17.11	\$14.89	\$15.15	\$17.12	\$13.25	\$14.97
6	\$17.46	\$15.19	\$15.45	\$17.46	\$13.51	\$15.27
7	\$17.80	\$15.49	\$15.76	\$17.81	\$13.78	\$15.58
8	\$18.16	\$15.80	\$16.08	\$18.16	\$14.06	\$15.89
9	\$18.52	\$16.12	\$16.40	\$18.53	\$14.34	\$16.21
10	\$18.89	\$16.44	\$16.72	\$18.90	\$14.63	\$16.53
11	\$19.27	\$16.77	\$17.06	\$19.28	\$14.92	\$16.86
12	\$19.66	\$17.10	\$17.40	\$19.66	\$15.22	\$17.20
13	\$20.05	\$17.44	\$17.75	\$20.06	\$15.52	\$17.54
14	\$20.45	\$17.79	\$18.10	\$20.46	\$15.83	\$17.89

<b>2020 - 2021</b>						
<b>Step</b>	<b>Bus Driver</b>	<b>Van Driver</b>	<b>Custodian</b>	<b>Head Custodian</b>	<b>Food Service</b>	<b>Food Service Mgr</b>
1	\$16.13	\$14.03	\$14.27	\$16.13	\$12.48	\$14.11
2	\$16.45	\$14.31	\$14.56	\$16.45	\$12.73	\$14.39
3	\$16.78	\$14.60	\$14.85	\$16.78	\$12.99	\$14.68
4	\$17.11	\$14.89	\$15.15	\$17.12	\$13.25	\$14.97
5	\$17.46	\$15.19	\$15.45	\$17.46	\$13.51	\$15.27
6	\$17.80	\$15.49	\$15.76	\$17.81	\$13.78	\$15.58
7	\$18.16	\$15.80	\$16.08	\$18.16	\$14.06	\$15.89
8	\$18.52	\$16.12	\$16.40	\$18.53	\$14.34	\$16.21
9	\$18.89	\$16.44	\$16.72	\$18.90	\$14.63	\$16.53
10	\$19.27	\$16.77	\$17.06	\$19.28	\$14.92	\$16.86
11	\$19.66	\$17.10	\$17.40	\$19.66	\$15.22	\$17.20
12	\$20.05	\$17.44	\$17.75	\$20.06	\$15.52	\$17.54
13	\$20.45	\$17.79	\$18.10	\$20.46	\$15.83	\$17.89
14	\$20.86	\$18.15	\$18.47	\$20.87	\$16.15	\$18.25

## GRIEVANCE FORM

Date: \_\_\_\_\_

Level Submitted:

\_\_\_\_\_ Principal/Appropriate Administrator

\_\_\_\_\_ Superintendent

\_\_\_\_\_ School Committee

\_\_\_\_\_ Date Submitted to Arbitration

Grievant: \_\_\_\_\_

Position and Building: \_\_\_\_\_

Contract Provision(s) Violated (Be Specific):

Date of Occurrence of Alleged Violation: \_\_\_\_\_

Nature of Dispute:

Remedy Sought:

Signature of Grievant: \_\_\_\_\_

Date received by the Administration: \_\_\_\_\_