

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**REGIONAL SCHOOL UNIT NO. 18
BOARD OF DIRECTORS**

AND

**REGIONAL SCHOOL UNIT NO. 18
EDUCATION ASSOCIATION**

2021 - 2022

2022 - 2023

2023 - 2024

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ARTICLE 1
PREAMBLE, RECOGNITION AND DEFINITIONS

A. Preamble.

This Agreement is entered into between the Board of Directors of Regional School Unit No. 18 (hereinafter referred to as the "Board") and the Regional School Unit No. 18 Education Association – ESP Unit (hereinafter referred to as the "Association").

B. Recognition

The Board recognizes the Association as the sole and exclusive bargaining agent in accordance with the Municipal Public Employees Labor Relations Law, 26 M.R.S.A. Section 961 et seq., for a unit consisting of all nutrition support members, custodians and educational technicians employed by the Board for at least six months (“employees”). Excluded from this Agreement are maintenance workers and all other persons employed by the Board.

C. Definitions.

1. Number: Whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated by the context.
2. School/Worksite: Whenever the term “school” or “worksite” is used it is to include any work location in Regional School Unit No. 18.
3. School Unit: Whenever the term “School Unit” is used it refers to the Regional School Unit No. 18.
4. Board: Whenever the term “Board” is used it refers to the Regional School Unit No. 18 Board of Directors and any of its designated representatives, by committee, individual member, or authorized agent, unless otherwise expressly provided or clearly indicated by the context.
5. Association: Whenever the term “Association” is used, it refers to the Regional School Unit No. 18 Education Association – ESP Unit and any of its designated representatives, by committee, individual member, or authorized agent, unless otherwise expressly provided or clearly indicated by the context.
6. Superintendent: Whenever the term “Superintendent” is used it shall include the Superintendent of Regional School Unit No. 18, or any other person whom the Superintendent or the Board specifically designates to act for him/her in any particular situation or class of situations.
7. Principal/Supervisor: Whenever the term “Principal” or “Supervisor” is used, it is to include the administration at any work location.

ARTICLE 2
MANAGEMENT RIGHTS

- A. The Association recognizes that, except as explicitly limited by a specific written provision of this agreement, the Board retains all functions, powers, duties and authority vested in it by all applicable laws of the State of Maine, the United States or any other governmental entity, as presently constituted or as may be revised in the future.
- B. The Board further retains the right to subcontract for work or services, and to establish, change, combine or discontinue services, operations, classifications, and the numbers of personnel required. No bargaining unit members shall be laid off as the result of a decision to subcontract work or services until the negotiable impact of the subcontracting has been negotiated by the Board and the Association.

ARTICLE 3
GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest level, solutions to disagreements or 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.

B. Definitions

- 1. Grievance – A grievance is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- 2. Grievant – A grievant is any unit member, group of unit members or the Association making a grievance claim.
- 3. Days – Days shall mean school days and summer workdays exclusive of Saturdays, Sundays, and legal holidays.

C. Time Limits

- 1. A formal grievance to be considered under this article must be filed within twenty (20) days of the date grievant knew of the occurrence of the event or condition giving rise to the grievance. A grievance that is not timely filed shall be waived.
- 2. The number of days in any part of this article may be changed by written mutual agreement between the Board and the Association.

D. Informal Procedure

If a School Unit member feels that he/she may have a grievance, he/she must first discuss the matter with his/her Principal/Director, who may involve the appropriate immediate supervisor, in an attempt to resolve the grievance informally. If the grievance is the result of a decision or action of an administrator other than the Principal, such informal procedure shall be initiated at Level II. The School Unit member shall have the right to have representation from the Association to assist him/her in efforts to resolve the grievance informally.

E. Submission of Grievances

1. Each formal grievance shall be submitted in writing on a form to be provided by the Board. (Appendix 1)
2. Grievances shall be signed by the aggrieved party.

F. Formal Procedure

1. Level I – Principal/Director

- a. If an aggrieved employee is not satisfied with the outcome of the informal procedure, the employee may present the claim as a formal grievance in writing to the Principal/Director, and shall identify the aggrieved party, the contract provision alleged to have been violated, the date, time and place where the alleged events or conditions or acts constituting the grievance occurred and the identity, if known, of the person responsible for causing the act, event or condition and a general statement of the grievance and the relief sought by the aggrieved party.
- b. The Principal/Director shall, within ten (10) days after the receipt of written grievance, render his/her decision and the reasons therefore in writing to the grievant, with a copy to the President of the Association.

2. Level II – Superintendent of Schools

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level I, he/she may, within ten (10) days after receipt of the decision, appeal his/her written grievance with the Superintendent of Schools.
- b. The Superintendent of Schools and up to three (3) representatives shall, within ten (10) days after receipt of the appeal, meet with the grievant for the purpose of resolving the grievance. A maximum of three (3) representatives of the Association may be present.
- c. The Superintendent of Schools shall, within ten (10) days after the meeting, render his/her decision and the reasons therefore in writing to the grievant, with a copy to the President of the Association.

3. Level III – Board of Directors

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level II, he/she may, within ten (10) days after receipt of the decision, appeal his/her written grievance to the Board.
- b. The Board and their representatives shall, within twenty (20) days or at its next regularly scheduled meeting after receipt of the appeal, meet with the grievant and a maximum of three (3) representatives from the Association for the purpose of resolving the grievance.
- c. The Board shall, within ten (10) days after the meeting, render its decision and the reasons therefore in writing to the grievant, with a copy to the President of the Association.

4. Level IV – Grievance Mediation

- a. In the event that the decision of the School Board as rendered pursuant to Article 3, Section F (3), is not acceptable to the grievant, then the Association may, within ten (10) days after the decision due date, or receipt of the School Board's response, file a written notice with the opposite party to submit the grievance to the Maine Labor Relations Board for Grievance Mediation. Either party may decline to engage in mediation. If both parties do not agree to mediation, the Association may proceed to Level V by submitting written notice to the Board within 20 days after receipt of the Board's response.
- b. The parties shall attempt to mutually agree upon a mediator. If the parties cannot agree upon a Grievance Mediator within five (5) days from when notice to mediate is filed, either party may request that the Executive Director of the Maine Labor Relations Board appoint a Grievance Mediator from the Panel of Mediators. The parties shall share the expense of Grievance Mediation equally. If the parties fail to agree to accept the final recommendation by the Grievance Mediator, the grievance shall go to Level V upon written notice by the Association, within ten (10) days of the last mediation session.

5. Level V – Binding Arbitration

- a. If the Association is not satisfied with the disposition of the grievance at Level IV, it may, within ten (10) days after receipt of the decision, submit the grievance to arbitration and so notify the Board in writing.
- b. The Superintendent of Schools and the Association, or their designees, shall within five (5) 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 five (5) days, the American Arbitration Association shall be called upon to select an arbitrator in accordance with its Labor Arbitration rules.
- c. The arbitrator selected shall confer promptly with the representatives of the Board

and the Association to schedule the arbitration hearing.

- d. The arbitrator shall, as soon as practicable, render his/her decision in writing to the parties, setting forth his/her findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator's jurisdiction is limited to interpretation and application of the express terms of this Agreement. The arbitrator shall be without power or authority to make a decision that is violative of the law or the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties, subject to judicial review as provided by law.
- e. The costs of the services of the arbitrator shall be shared equally by the Board and the Association.

G. Rights of Unit Members to Representation

1. There shall be no reprisals against any participant in the grievance process.
2. A grievant shall be represented at all levels of the formal grievance process by the Association.

H. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. Each formal grievance shall be submitted in writing on a form to be provided by the Board. 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.
3. All meetings conducted pursuant to this Article shall be conducted in private or in executive session, except as mutually agreed otherwise by the parties.
4. Grievances shall be signed by the aggrieved party.

ARTICLE 4
ASSOCIATION RIGHTS

A. Use of Facilities

The Association shall be permitted to use school facilities and equipment subject to the same regulations and charges as govern other community organizations using such facilities and equipment.

B. Access to Members

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this does not interfere with the operations of the schools, scheduled meetings or assigned duties of the employees.

C. Communications

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building/work site in areas designated for employee use, such as employees' lounges and workrooms. The Association may use the School Unit mail service and employee mailboxes for communications to members. The Association shall have the right to use the School Unit electronic mail service for messages directed to individual members only, not for mass mailings to the entire membership.

D. Release Time

The Association shall be granted two (2) days of Association leave, to be used at the discretion of the Vice President of the Association, provided that the Association assumes the cost of a substitute. The Vice President of the Association shall notify the principal or immediate supervisor of the day or days to be utilized under this section and the person or persons who will be utilizing such days.

ARTICLE 5
EMPLOYEE RIGHTS

- A. All newly hired employees shall serve a probationary period of fifteen (15) months following the date of hire.
- B. No School Unit member who has completed the probationary period shall be discharged or demoted without just cause. Just cause is defined to include reasonable progressive discipline (verbal warning, written warning, suspension, termination). Circumstances may justify more harsh initial discipline depending upon the offense.
- C. Any School Unit member who is discharged or demoted to a position with a lower pay rate shall be given prompt written notice, either in person or by certified mail, return receipt requested, to the School Unit member's last known address according to Board records, of the discharge or demotion and the reasons therefore.
- D. Pay and benefits shall continue during any administrative leave pending disciplinary action.
- E. A grievance regarding the discharge or demotion of a School Unit member may be initiated at Level II of the grievance procedure Article 3 within ten (10) days after receipt of the notification of the discharge or suspension.

- F. Any School Unit member discharged must be paid in full for all wages owed him/her by the Board as provided by applicable law.
- G. Whenever a School Unit member is called before the Superintendent or the Board concerning any matter which could have an adverse effect on the School Unit member's continuation in position or employment, the School Unit member shall be entitled to prior written notice of the reason for the meeting and to have an Association representative present for advice and representation during such meeting.
- H. Complaints regarding an employee's performance made to any member of the administration and/or Board by any parent, student, or other person shall be promptly called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented at any meetings or conferences regarding such complaint. The School Unit member shall be given notice of the identity of witnesses who provide information supporting disciplinary action before any disciplinary consequences are imposed, except as otherwise provided by law.

Complaints regarding School Unit members shall be confidential to the extent permitted/required by law.

ARTICLE 6
JOB DESCRIPTIONS

- A. Each employee shall be provided with a written job description upon request, which describes his/her job responsibilities.
- B. Job descriptions for educational technicians shall be consistent with Maine Department of Education regulations. Should changes occur, all affected employees will be notified in writing.

ARTICLE 7
WORK WEEK, WORK YEAR, WORK SCHEDULE

- A. Work Year

Subject to such changes as the Board in its discretion may make, the normal employee work years shall be as follow:

| | Custodial/ Maintenance | Nutrition Supv | Nutrition Support | Education Technicians | | | | | | |
|-------------------------------------|---------------------------|-------------------|----------------------|-----------------------|---------------|------------|------------|------------|------------|------------|
| | | | | Reg Ed | Special Ed | K Aide | Pre- K | Title I | Technology | Library |
| Work/Seat Days** | 246 | 181 | 175 | 175 | 175 | 175 | 142 | 163 | 191 | 180 |
| Professional Development Days | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Vacation Days* | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Holidays | 12 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 |
| Total Days Paid | 260 | 194 | 188 | 188 | 188 | 188 | 155 | 176 | 204 | 193 |

*Varies (included in workdays)

** Varies depending on the number of seat days

The Board or its designee shall meet and consult with the Association before making changes in employee work years.

Employee benefits including sick days and personal days will be provided according to the table below and will be prorated for less than full-time employees who work at least 150 days annually according to the following schedule.

| Hours per Week | Percentage |
|----------------|---|
| < 20 hours | As required by Earned Paid Leave Law (26 MRSA section 637) |
| ≥ 20 hours | 70% |
| ≥ 30 hours | 100% |

Any reduction of 30% or more in an employee's normal work hours shall be considered a partial layoff and subject to the reduction in force procedure.

B. Work Week

1. The normal work week for full time employees shall consist of: custodians – 40 hours; nutrition support members – 32.5 hours; nutrition supervisors – 37.5 hours; educational technicians – 32.5 hours.

The Board reserves the right to alter the above schedules to accommodate necessary changes in the affected program. The Board agrees to meet and consult with the Association prior to making any such alterations in schedules.

2. Part-time workweeks shall be established by the Board.

3. For payroll purposes, the workweek shall start at 0000 hours on Sunday and end at 2400 hours on Saturday.
4. The workday for all full-time employees shall include one fifteen-minute rest period.

C. Annual Notice

Each bargaining unit member shall annually be provided written notice of the number of workdays that they will be assigned to work for the forthcoming work year. Notwithstanding any other provision of this Article, the number of workdays for the forthcoming year shall not be reduced, subject to the Board's right to make reductions in force as provided in this Agreement. The written notice shall be provided to year-round employees by June 15 and to school year employees by August 15.

D. Call-in and Early Start

If at any time it is required that an employee reports to work for the purpose of performing job related duties during hours other than his/her regularly scheduled hours of work, that employee shall be compensated at one and one-half (1-1/2) times his/her regular hourly rate of pay for a minimum of one (1) hour for any occurrence.

E. Duty-free Meal Periods

Employees who work six (6) or more hours per day will have a paid duty-free lunch period of thirty (30) minutes.

Employees who work five (5) or more hours, but less than six (6) hours per day, will have a paid duty-free lunch period of thirty (30) minutes if their shift ends after 12:30 p.m.

F. Overtime

Overtime which has been approved in advance by an authorized supervisor shall be paid at a rate of time and one half after the employee has completed forty (40) hours actually worked in a workweek. The administration shall make reasonable efforts to distribute overtime equitably.

G. Storm Days/Early Dismissal

Employees who are sent home early due to closure of school due to weather, fire or other conditions will have the opportunity to make up missed work within the same pay period or the next pay period so that they will suffer no loss of pay. Building administrators will coordinate this make-up time. Custodians/emergency personnel may be expected to remain at work due to snow removal, building security/safety issues, etc.

In the event that scheduled school day(s) cancelled due to weather or other conditions are not made up at the end of the school year, employees shall have the opportunity to be given work assignments or workshop days to make up the missed day(s). In the event that said opportunities are not provided, or cannot be made available to an employee, said employee shall receive pay for such days based upon their regularly scheduled number of hours worked per day.

H. Substitutes and Subbing for a Classroom Teacher

1. Educational technicians regularly assigned to a classroom and/or a program, e.g., library, special education, and who substitute for teachers who are absent, or provide coverage for the teachers, shall be paid at time and one half when the following conditions have been met.

- The employee must sub for the same teacher for a minimum of a half a day. The employee must be responsible for the entire classroom and substituting for the teacher.

2. When a nutrition support member steps up to the nutrition supervisor position, the employee will be compensated at \$2.00 above the employee's current hourly rate.

I. Workshop Days

All bargaining unit members shall be provided at least two workshop days per school year. Employees will be notified promptly when workshop days not included in the school calendar, are scheduled by the administration.

J. Custodial and Nutrition Worker Substitute Assignments

When a custodian or nutrition worker is absent, the administration will make a good faith effort to assign a substitute who shall work the same hours of the custodian or nutrition worker and who is qualified to perform all the duties assigned to the custodian or nutrition worker.

ARTICLE 8
JOB CLASSIFICATION

Employees will be assigned to the classification that most accurately reflects the duties they are assigned to perform. Requests for re-classification should be submitted to the employee's supervisor, and may be appealed to the Superintendent, whose decision shall be final.

ARTICLE 9
CONTINUING EDUCATION

A. Technical Training

Employees approved or required by the Superintendent to attend technical, or job training shall be compensated at their normal rate for the time required for such training.

B. Tuition Costs

1. The School Unit will pay for tuition costs up to but not exceeding an amount equal to the University of Maine at Orono undergraduate tuition rate. Employees may take courses from any institution of higher education, including technical schools, or from any agency approved by the Department of Education. The School Unit will pay for up to nine (9) undergraduate credit hours per contract year. All courses must be related to the employee's job and approved in advance by the Superintendent or designee. Employees will be reimbursed for credit hours, fees and required textbooks for each course as long as it does not exceed their annual tuition reimbursement allowance. Employees must submit their final grade received prior to receiving approval for another course.
2. The School Unit will pay tuition in advance directly to the institution. If the employee does not pass the course with a B or better and provide satisfactory proof thereof, the advance tuition payment shall be deducted from the employee's pay in six equal deductions.

C. Employee Training

The Board will comply with applicable laws and regulations with respect to employee training. Employees shall suffer no loss of pay as a result of attendance and participation in training required by the Board.

ARTICLE 10
PERSONNEL FILE

Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any personnel file, which is not available for the employee's inspection. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee shall have the right to submit a written response to such materials and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

ARTICLE 11
REDUCTION IN FORCE

A. Layoff

The Board has the right to eliminate bargaining unit positions when it deems such action is necessary based upon financial or program reasons.

The Superintendent shall notify the Association at least ten (10) Central Office business days prior to a Board meeting at which a reduction in force is to be decided. The Board shall afford the Association the opportunity to meet and consult regarding any reduction in force.

An employee whose job may be terminated shall be given at least thirty (30) calendar days' written notice of termination due to a reduction in force. A copy of the notice shall be sent to the Association president.

An employee who receives notice of layoff shall be granted an additional two days of paid leave to apply and interview for other positions.

B. Seniority

Seniority shall be based upon continuous years of service within the School Unit and shall run from the date of hire (and including current and continuous years of service for SAD47/China Schools if employed as of July 1, 2009). Seniority shall accrue for part-time employees in the same manner as full-time employees. Employees with work years less than twelve (12) months shall not be considered to have suffered a break in service during the months that are not included in the employees' work year. Probationary employees shall have no seniority during the probationary period, but upon completion of the probationary period, shall have seniority retroactive to the date of hire.

Seniority List

Within sixty (60) days of the execution of this Agreement, the Board and the Association shall establish a seniority list by impact areas with the name and date of hire of each employee, and with the employee with the greatest seniority listed first. The seniority list shall be updated annually, provided to the Association and posted by October 30. If no objections to the seniority list are made in writing by November 30, the list shall be binding on the parties for the balance of the contract year.

C. Impact Areas

For the purposes of this Article the following impact areas shall be used:

- i. Educational Technicians I
- ii. Educational Technicians II
- iii. Educational Technicians III
- iv. Nutrition Support
- v. Nutrition Supervisors
- vi. Custodial/Maintenance

Criteria to be used for a Reduction in Force

1. Length of employment: defined as current and continuous years of service for the School Unit (and including current and continuous years of service for SAD47/China Schools if employed as of July1, 2009).
2. Academic preparation: defined as course work, degree level, specialized training and experience in other locations.
3. Authorization (for Educational Technicians only): defined as current areas of authorization as recognized by the Maine Department of Education.
4. Job performance from performance evaluations.

In the event of a reduction in force, the employee whose position is to be eliminated may displace the employee with the least seniority in his/her current impact area, unless the Superintendent determines that the least senior employee by reason of training, qualifications or job performance from performance evaluations is more capable of meeting the needs of the School Unit than a more senior employee in the same impact area, in which case the least senior employee may be retained.

D. Recall

1. Employees who are laid off shall have the right to be recalled in order of seniority to vacancies within the employees' impact area. The Superintendent shall provide written notice of recall to the employees' last known mailing address.
2. Recall rights shall terminate 12 months after the date of termination, or 10 days after notice of recall is sent to the employee's last known address.
3. All benefits to which an employee was entitled at the time of the reduction in force shall be restored upon return to active employment.
4. The School Unit recognizes its obligations to allow employees to continue health insurance coverage at their own expense under applicable federal law.

ARTICLE 12 **HEALTH AND SAFETY**

- A. Employees while on duty must wear appropriate dress and footwear. For custodians and nutrition support only, there will be a \$50 annual shoe allowance. In addition, custodians will be provided with "grippers" or other footwear that protects employees from slippery surfaces when shoveling.

ARTICLE 13 **TRANSFERS AND VACANCIES**

- A. The Superintendent of Schools by means of a notice in each school will publicize vacancies. A description of the position, listing of requirements and the method of

applying shall be set forth. Additionally, all job postings will be posted on the web site (www.rsu18.org) or the currently used web site for job postings (www.ServingSchools.com).

B. Involuntary Transfers

1. In the event that an involuntary transfer is proposed, the Association and the affected employee shall be promptly notified, in writing, of the reasons for the transfer.
2. An employee who is involuntarily transferred shall be credited, for salary purposes, for continuous years of experience in prior bargaining unit positions.
3. In the event that an involuntary transfer is necessary, attempts will be made to keep the impacted employee in his/her building/town if possible. Upon request from the employee, the involuntary transfer shall be reviewed in a conference between the employee and the Superintendent.
4. Upon a voluntary or involuntary transfer, an employee's total years of service to the School Unit will determine placement on the new scale for salary purposes.

ARTICLE 14
LEAVES

- A. Employee leave time will be taken as a full day, or if less than a full day, time will be taken in hourly increments. Time may not be taken in less than hourly increments.

B. Sick Leave

Year-round employees shall receive fifteen (15) sick leave days each year. Unused sick leave shall accumulate to a maximum of 120 days.

School year employees shall receive twelve (12) sick leave days each year. Unused sick leave shall accumulate to a maximum of 120 days.

Employees who have reached their maximum accumulation of sick days will receive a stipend of \$200 if they use less than four (4) sick days in a given year.

1. The absence shall not qualify for sick leave if compensation is actually received pursuant to Worker's Compensation.
2. Employees will be expected to schedule medical and dental appointments for non-duty times whenever possible except for emergencies.

3. The Superintendent will require a physician's note certifying the need for sick leave, whenever an employee's use of sick leave exceeds five (5) consecutive working days, is used on their last scheduled work day before, or their first scheduled work day after a vacation or holiday, or when there is other questionable use or pattern of use of sick leave.
4. Sick leave days shall not be accrued after a School Unit member is on worker's compensation for three (3) months, or when a School Unit member is on unpaid leave of absence, layoff, or long-term disability.
5. Up to twelve (12) days' sick leave annually may be used in the event of illness in the employee's immediate family, defined as spouse, children, siblings, parents, grandparents and respective in-laws, or any relatives living in the employee's household. The Superintendent may make exceptions to this. A doctor's statement confirming the same will be required, if more than three (3) consecutive days.
6. Employees who resign in good standing after at least ten (10) years of service with the School Unit shall be paid a per diem for any unused sick days over 60 days. The maximum number of days to be paid shall not exceed thirty (30) days. Payment shall be made in the first pay period after the resignation becomes effective.

C. Sick Leave Bank

The Board will cooperate in the establishment for a sick leave bank. Staff may participate in the sick bank on a voluntary basis. The Board and Association will develop a list of procedural rules for the implementation and use of sick bank.

D. Wellness Leave

Employees will be granted two (2) days of wellness leave per year. Wellness leave requests must be made to the building administrator or director five school days prior to the requested day. This leave will be subject to the availability of substitutes. Approval may not be granted for wellness leave requests that extend a vacation period or long weekends, unless the superintendent determines there are extenuating circumstances. Wellness leaves may not be used during the following time periods with the exception of certain situations, which may be approved by the superintendent.

custodians:

- The last week of school
- The first week of summer
- The last week of summer
- The first week of school

nutrition:

- The first two weeks of school
- The last two weeks of school

educational technician:

- The first two weeks of school
- The last two weeks of school

If an employee does not use all of their wellness leave in any given year, the employee can carry forward up to one wellness day forward into the next school year accumulative to a maximum of three (3) days. If zero (0) wellness leave is used during the school year including any carry forward leave, a \$200 stipend will be paid to the employee. Payment for the non-use of wellness leave will be in the last pay period in July.

E. Bereavement Leave

1. A temporary leave of absence shall be given to a support staff member for death in the immediate family, up to a maximum of five (5) days in each instance, with full pay upon approval of the Superintendent of Schools. For the purpose of this section, the immediate family shall include parents, spouse, child, sibling, grandchild, domestic partner, or stepchild.
2. A temporary leave of absence shall be given to a support staff member for death in the extended family, up to a maximum of three (3) days in each instance, with full pay upon approval of the Superintendent of Schools. For the purpose of this section, the extended family shall include grandparent, aunt, uncle, niece, nephew, cousin, in-law, or step-relationship. When a unique relationship existed between an employee and a member of his/her extended family, the Superintendent may grant up to five days paid leave.
3. One (1) day for any funeral other than immediate or extended family. The Superintendent of Schools may make exceptions.

F. Military Leave

The Board recognizes its duty to grant leave for National Guard or Reserve duty in compliance with all applicable state and federal laws.

G. Legal Proceedings Leave

1. Time necessary for appearance in any legal proceeding when the School Unit requires the employee to appear shall be provided without loss of pay.
2. Time necessary for jury duty shall be provided. The employee shall be paid the full rate of pay, less the amount paid for jury duty. Employees shall suffer no interruption of pay because of jury duty.

H. Family Medical Leave

The Board recognizes its obligation to provide leave for employee illness, family illness and parenting as required by federal and state family medical leave laws.

I. Other Unpaid Leaves

Other extended leaves of absence may be granted by the Superintendent of Schools when requested at least twenty (20) days in advance. In the event of emergency, the twenty days prior written notification may be waived. Employees on unpaid leave will not be entitled to accrue sick leave or personal days, and employees will not be able to use personal days while on unpaid leave, and sick days may only be used with a physician's note.

J. Earned Paid Leaves

The Board recognizes its obligation and agrees to provide earned paid leave to any qualifying employee as required by state law. Any paid leave or vacation used under this Agreement will be used concurrently with any paid leave that the employee is entitled to under 26 MRSA sect. 637.

ARTICLE 15
VACATIONS

All year-round support staff members who work 20 or more hours per week will be entitled to the following vacation benefit.

| Completed Years of Service | Week(s) Vacation |
|----------------------------|------------------|
| hire to 5 | 2 |
| 6 to 10 | 3 |
| 11+ | 4 |

Vacation requests must be submitted in advance on a School Unit leave form and approved by the immediate supervisor then forwarded to the Superintendent's Office. Vacation time must be used during the fiscal year in which it is earned. Vacation time may not be carried over into the new year. Daily vacation pay shall equal normal hours worked per day at their regular hourly rate. For the purpose of call ins, vacation time begins on the first day of requested vacation and runs through the first day of returning to work.

Approval may not be granted for vacation requests that extend a vacation period or long weekends, unless the superintendent determines there are extenuating circumstances. Vacation time may not be used during the following time periods with the exception of certain situations, which may be approved by the superintendent.

custodians:

- The last week of school
- The first week of summer
- The last week of summer
- The first week of school

ARTICLE 16 HOLIDAYS

Employees shall be entitled to the following paid holidays. Holiday pay shall equal normal hours worked per day x hourly rate.

- | | |
|---|--|
| 1. <u>School Year Employees</u> (11 days) | 2. <u>Year-Round Employees</u> (12 days) |
| Labor Day | New Year's Day |
| Columbus Day | Martin Luther King, Jr. Day |
| Veterans' Day | Presidents' Day |
| Thanksgiving Day | Patriots' Day |
| Day after Thanksgiving | Memorial Day |
| Christmas Day | Fourth of July |
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Day | Columbus Day |
| Presidents' Day | Veterans' Day |
| Patriots' Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| | Christmas Day |

ARTICLE 17 EVALUATION

- A. Employees shall be evaluated at least every third year or more frequently as deemed necessary by the Superintendent or supervisor.
- B. The Superintendent or designee shall establish criteria and procedures for all employees. These criteria and procedures shall be distributed to all employees within 12 months after the execution date of this contract.
- C. An employee shall be given a copy of any written evaluation report prepared by the evaluator within seven (7) days after it is completed, and at least one (1) day before any conference to discuss it. No evaluation shall be submitted to the Central Office, placed in the employee's personnel file or otherwise acted upon without being provided first to the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- D. The employee shall have the right to submit a written response to his/her evaluation, which shall be attached to the evaluation and placed in his/her personnel file.

ARTICLE 18
TRAVEL AND USE OF PERSONAL VEHICLE

Employees who are required to use their personal vehicles for assigned business shall be reimbursed for such use at the School Unit rate per mile.

ARTICLE 19
WAGES AND INSURANCE

A. Wages

1. Employees will be paid wages as specified in Appendix 2, Wage Schedule.
2. New employees will be eligible for up to three years of experience for purpose of placement on the pay scale (Appendix 2). In exceptional situations, the Superintendent may consider additional experience by the employee.
3. Length of service to determine eligibility for progression from step to step on the wage scale shall be calculated at the beginning of the annual anniversary date of the contract. Employees with more than six (6) months of service on the annual anniversary date of this contract will be moved from Step 1 to Step 2.
4. The Board also agrees to deduct Association dues from payroll checks, provided individual employees voluntarily authorize such deduction. Open enrollment for payroll deductions will be from September 1 to October 31. The Association shall indemnify and hold the Board harmless from any and all claims arising out of the deduction of Association dues.
5. Upon appropriate written authorization from the employee, the Board shall deduct from the payroll check of any School Unit member and make appropriate remittance for annuities (existing vendors only), credit union(s), savings bonds, charitable donations, insurances, or any other plans or programs approved by the Association. All employees shall be paid by direct deposit, provided that the employee has a bank account that accepts direct deposit.

B. Health Insurance

The Board agrees to furnish 100% of single standard health insurance at School Unit expense to employees working at least 30 hours per week. This benefit is prorated for employees working less than 30 hours per week but more than 20 hours per week (as outlined in the table in article 7-A).

For members of the educational support personnel contract who at the completion of the 2015 Benefits Open Enrollment Period had a health insurance benefit of Adult with Child,

Two Adult, or Family Coverage, the health insurance benefit for this group of employees will be as follows through June 30, 2024.

- The District will pay a health insurance benefit equal to 82% of the Adult with Child Choice Plus Insurance Premium.

If the Board reduces the normal work hours for any employee to an extent that would affect the employee's School Unit provided health insurance benefit described in the table above, the Board will not reduce its percentage contribution toward the employee's health insurance premium for the remainder of contract year only after the reduction in hours occurs, provided the employee continues to work a number of hours which is sufficient for eligibility for participation in the insurance plan. If employees are eligible for health insurance benefit, they may choose to reduce the employee share of insurance costs by applying their dental insurance benefit towards this cost (instead of receiving dental benefit).

C. Dental Insurance

The School Unit provides a dental benefit of up to \$1,200 annually for employees and immediate family. Employees must annually select their dental benefit coverage option (single, two-person, family) during the open enrollment period (month of May).

Note: China ESP employees currently receiving the longevity benefit will be allowed to make a one-time choice of continuing the longevity benefit and not receiving the dental benefit option.

D. Medical and Child Care Reimbursement Plan

Employees shall be entitled to set aside pre-tax dollars in medical and childcare reimbursement accounts to cover anticipated expenses, in accordance with Internal Revenue Code Section 125. The School Unit will collect and forward any employee fee associated with the program.

ARTICLE 20
NEGOTIATIONS

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and, except by mutual agreement, no negotiations on this Agreement shall be conducted on any item, whether contained herein or not.

ARTICLE 21
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 22
TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2024, subject to the Association's right to negotiate over a successor Agreement.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____ 2021.

REGIONAL SCHOOL UNIT NO. 18

By _____

REGIONAL SCHOOL UNIT NO. 18
EDUCATION ASSOCIATION

By _____

REGIONAL SCHOOL UNIT NO. 18
EDUCATION ASSOCIATION

By _____

**REGIONAL SCHOOL UNIT NO. 18
GRIEVANCE FORM**

Date of Filing: _____

Stage: _____

_____ Level I, Principal, Director

_____ Level II, Superintendent of Schools

_____ Level III, Board of Directors

_____ Level IV, Mediation

_____ Level V, Arbitration

Grievant: _____

Position: _____ Building: _____

Contract Provision Allegedly Violated: _____

Date, Time and Place of Occurrence: _____

Statement of Grievance (Include events and conditions of the grievance and persons responsible.):

Redress Sought: _____

Response: _____

Date: _____ Signed: _____

Position: _____

Initial Applicable Statements:

_____ I hereby accept the above determination.

_____ I hereby decline the above determination.

_____ I intend to process the grievance to the next level.

Signature of Grievant

Date

Appendix 2

FY 22 ESP Wage Scale

| Completed Years | Ed Tech I | Ed Tech II | Ed Tech III | Custodian / Maintenance | Nutrition Support | Nutrition Supervisor |
|------------------------|------------------|-------------------|--------------------|--------------------------------|--------------------------|-----------------------------|
| 0 | 13.00 | 14.37 | 15.93 | 14.60 | 12.60 | 15.00 |
| 1 | 13.27 | 14.72 | 16.27 | 14.89 | 12.87 | 15.32 |
| 2 | 13.54 | 15.06 | 16.61 | 15.18 | 13.14 | 15.64 |
| 3 | 13.82 | 15.41 | 16.95 | 15.47 | 13.41 | 15.96 |
| 4 | 14.10 | 15.76 | 17.29 | 15.76 | 13.68 | 16.28 |
| 5 | 14.38 | 16.11 | 17.63 | 16.05 | 13.95 | 16.60 |
| 6 | 14.67 | 16.46 | 17.97 | 16.34 | 14.22 | 16.92 |
| 7 | 14.96 | 16.81 | 18.31 | 16.63 | 14.49 | 17.24 |
| 8 | 15.25 | 17.16 | 18.65 | 16.92 | 14.76 | 17.56 |
| 9 | 15.54 | 17.51 | 18.99 | 17.21 | 15.03 | 17.88 |
| 10 | 15.83 | 17.86 | 19.33 | 17.50 | 15.30 | 18.20 |
| 11 | 16.12 | 18.21 | 19.67 | 17.79 | 15.57 | 18.51 |
| 12 | 16.41 | 18.56 | 20.01 | 18.08 | 15.84 | 18.82 |
| 13 | 16.69 | 18.91 | 20.35 | 18.37 | 16.11 | 19.13 |
| 14 | 16.98 | 19.26 | 20.69 | 18.66 | 16.38 | 19.43 |
| 15 | 17.26 | 19.61 | 21.03 | 18.95 | 16.65 | 19.73 |

Appendix 2

FY 23 ESP Wage Scale

| Completed Years | Ed Tech I | Ed Tech II | Ed Tech III | Custodian / Maintenance | Nutrition Support | Nutrition Supervisor |
|-----------------|-----------|------------|-------------|-------------------------|-------------------|----------------------|
| 0 | \$13.65 | \$14.71 | \$16.29 | \$15.15 | \$13.13 | \$15.35 |
| 1 | \$13.83 | \$15.03 | \$16.62 | \$15.42 | \$13.39 | \$15.66 |
| 2 | \$14.11 | \$15.36 | \$16.95 | \$15.72 | \$13.66 | \$15.99 |
| 3 | \$14.39 | \$15.69 | \$17.28 | \$16.02 | \$13.94 | \$16.32 |
| 4 | \$14.68 | \$16.04 | \$17.62 | \$16.32 | \$14.22 | \$16.65 |
| 5 | \$14.97 | \$16.39 | \$17.96 | \$16.63 | \$14.50 | \$16.98 |
| 6 | \$15.25 | \$16.74 | \$18.31 | \$16.93 | \$14.78 | \$17.31 |
| 7 | \$15.55 | \$17.09 | \$18.66 | \$17.23 | \$15.06 | \$17.64 |
| 8 | \$15.85 | \$17.44 | \$19.01 | \$17.53 | \$15.34 | \$17.97 |
| 9 | \$16.15 | \$17.79 | \$19.36 | \$17.82 | \$15.62 | \$18.30 |
| 10 | \$16.45 | \$18.16 | \$19.71 | \$18.11 | \$15.90 | \$18.63 |
| 11 | \$16.75 | \$18.53 | \$20.07 | \$18.43 | \$16.19 | \$18.96 |
| 12 | \$17.05 | \$18.91 | \$20.43 | \$18.74 | \$16.47 | \$19.28 |
| 13 | \$17.35 | \$19.30 | \$20.80 | \$19.04 | \$16.75 | \$19.63 |
| 14 | \$17.64 | \$19.71 | \$21.18 | \$19.35 | \$17.04 | \$19.97 |
| 15 | \$17.98 | \$20.17 | \$21.62 | \$19.70 | \$17.37 | \$20.32 |

Appendix 2

FY 24 ESP Wage Scale

| Completed Years | Ed Tech I | Ed Tech II | Ed Tech III | Custodian / Maintenance | Nutrition Support | Nutrition Supervisor |
|-----------------|-----------|------------|-------------|-------------------------|-------------------|----------------------|
| 0 | \$13.90 | \$14.95 | \$16.45 | \$15.29 | \$13.25 | \$15.50 |
| 1 | \$14.15 | \$15.26 | \$16.89 | \$15.66 | \$13.60 | \$15.91 |
| 2 | \$14.33 | \$15.59 | \$17.24 | \$15.95 | \$13.88 | \$16.24 |
| 3 | \$14.56 | \$15.86 | \$17.50 | \$16.18 | \$14.10 | \$16.53 |
| 4 | \$14.85 | \$16.20 | \$17.84 | \$16.49 | \$14.39 | \$16.87 |
| 5 | \$15.15 | \$16.56 | \$18.19 | \$16.80 | \$14.68 | \$17.19 |
| 6 | \$15.45 | \$16.92 | \$18.55 | \$17.12 | \$14.97 | \$17.53 |
| 7 | \$15.74 | \$17.29 | \$18.91 | \$17.43 | \$15.25 | \$17.87 |
| 8 | \$16.05 | \$17.65 | \$19.27 | \$17.73 | \$15.54 | \$18.22 |
| 9 | \$16.36 | \$18.01 | \$19.63 | \$18.04 | \$15.83 | \$18.56 |
| 10 | \$16.67 | \$18.37 | \$19.99 | \$18.34 | \$16.12 | \$18.90 |
| 11 | \$16.98 | \$18.75 | \$20.35 | \$18.64 | \$16.41 | \$19.24 |
| 12 | \$17.29 | \$19.13 | \$20.73 | \$18.97 | \$16.71 | \$19.58 |
| 13 | \$17.60 | \$19.53 | \$21.10 | \$19.29 | \$17.00 | \$19.91 |
| 14 | \$17.91 | \$20.00 | \$21.48 | \$19.60 | \$17.32 | \$20.28 |
| 15 | \$18.30 | \$20.54 | \$22.02 | \$20.06 | \$17.68 | \$20.70 |