

Collective Bargaining Agreement

Between the

RSU 23 School Board

and the

RSU 23 Educational Association/MEA/NEA

for the

**Instructional and Non-Instructional Support Staff
Bargaining Unit**

July 1, 2021 — June 30, 2024

Table of Contents

<i>PREAMBLE</i>	<i>3</i>
<i>1. RECOGNITION</i>	<i>3</i>
<i>2. ASSOCIATION SECURITY DUES AND RIGHTS</i>	<i>3</i>
<i>3. MANAGEMENT RIGHTS</i>	<i>4</i>
<i>4. EMPLOYEE RIGHTS</i>	<i>4</i>
<i>5. CONDITIONS OF EMPLOYMENT</i>	<i>5</i>
<i>6. GRIEVANCE PROCEDURE</i>	<i>6</i>
<i>7. CLASSIFICATIONS</i>	<i>9</i>
<i>8. WORK WEEK AND WORK SCHEDULE</i>	<i>10</i>
<i>9. EVALUATIONS</i>	<i>15</i>
<i>10. POSITION VACANCY</i>	<i>16</i>
<i>11. HEALTH AND SAFETY</i>	<i>16</i>
<i>12. CLOTHING AND SAFETY EQUIPMENT</i>	<i>17</i>
<i>13. TRAVEL AND USE OF PERSONAL VEHICLE</i>	<i>18</i>
<i>14. PERSONNEL FILE</i>	<i>18</i>
<i>15. PROFESSIONAL DEVELOPMENT AND TRAINING</i>	<i>18</i>
<i>16. LEAVES</i>	<i>19</i>
<i>17. HOLIDAYS</i>	<i>25</i>
<i>18. WAGES</i>	<i>26</i>
<i>19. INSURANCE</i>	<i>27</i>
<i>20. REDUCTION IN FORCE</i>	<i>29</i>
<i>21. RETIREMENT</i>	<i>32</i>
<i>22. MISCELLANEOUS</i>	<i>32</i>
<i>ARTICLE 23. DURATION OF AGREEMENT</i>	<i>34</i>
<i>Appendix A- WAGE SCALES</i>	<i>35</i>

PREAMBLE

This Agreement is entered into between the RSU 23 Board of Directors (hereinafter referred to as the "Board") and the RSU 23 Educational Support Professionals Association/MEA/NEA (hereinafter referred to as the "Association").

1. RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining agent pursuant to Title 26 of the Maine Revised Statutes Annotated for a unit consisting of those public employees, excluding temporary, on-call (substitutes), and seasonal employees, in the following educational support job classifications: Educational Technicians, Custodians, Groundskeeper, Bus Drivers, Van Drivers, Transportation Aides, School Secretaries, Administrative Assistants and Food Service Employees in the RSU 23 School Unit. All other employees of the RSU 23 School Unit, including central office personnel, the Director of Maintenance and Transportation, Food Service Director, and Food Service Transporter are excluded from this Agreement.

2. ASSOCIATION SECURITY DUES AND RIGHTS

- A. The Board and the Association recognize the right of employees to become or remain a member of the Association, or to refrain from becoming and/or remaining a member of the Association, and neither party will interfere with any employee in the exercise of that right.
- B. Upon appropriate written authorization from the employee, the Board shall deduct Association dues from the bi-weekly paycheck of bargaining unit members and promptly transmit such dues and fees to the Association at least once a month.
- C. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittances for annuities, direct deposit, and charitable deductions.
- D. The Association shall indemnify, defend, and hold the School Department harmless against any claim made and against any suit brought against the School Department or its agents on account of deductions made pursuant to this Article.
- E. 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.
- F. Release Time For Association Business
 - 1. During a contract negotiation year the President of the RSU 23 Education Association or his/her designee(s) shall be allowed a total of four (4) days for

Association business. Additional days may be granted by the Superintendent. The RSU 23 Education Association President shall notify the Superintendent or designee, at least two (2) days in advance of use of these release days. In the case of an emergency, the Superintendent or designee may waive the two (2) day notice.

2. Whenever any representative(s) of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, mediation, fact-finding, arbitration, conferences or meetings, he/she shall suffer no loss in pay. A forty-eight (48) hours' notice will be given to each principal to arrange for coverage.

3. MANAGEMENT RIGHTS

The Association recognizes that the Board has the responsibility and authority to manage and direct, including to designate, discontinue, or establish job classifications on behalf of the public, all the operations and activities of the school unit to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with provisions of this Agreement.

4.EMPLOYEE RIGHTS

- A. Pursuant to Maine Revised Statutes, Title 26, Sec. 963, the Board hereby agrees that every employee, employed by the Board shall have the right freely to organize, join and support the Association for the purpose of collective bargaining in regard to wages, hours, working conditions, and contract grievances.
- B. Any complaints regarding an employee that may be made to any member of the administration or the Board by a parent, student, or other person, which are used in any manner in evaluating an employee shall be called to the attention of the employee. If investigated, the employee shall be given an opportunity to respond to and/or rebut such complaints, and shall have the right to be represented by the Association at the meeting or conferences regarding such response/rebuttal.
- C. No non-probationary employee shall be suspended without pay, disciplined in writing, reduced in compensation, or terminated/discharged without just cause.
- D. All disciplinary actions shall be consistent with the infraction for which disciplinary action is being applied.
- E. Disciplinary actions shall normally follow this order; however, discipline may be taken out of order depending on the severity of the infraction:
 1. Oral warning with written follow up placed in personnel file
 2. Written warning;
 3. Suspension without pay;
 4. Discharge.

- K When an employee receives a notice of discipline, the supervisor will meet with the employee, if requested by the employee.
- L In the event that a non-probationary employee is discharged from his/her employment, any related grievance shall be processed starting at Level Two of the grievance procedure.
- M An employee who is discharged or suspended shall be given prompt written notice, whether in person or by certified mail, return receipt requested, to the employee's last known address according to the Board records, of the suspension or discharge with a copy to the President of the Association.
- N Whenever an employee is required to appear before the Superintendent of Schools, or his/her designee, concerning any matter which could adversely affect the continuation of that employee in his/her position or employment, then he/she shall be given prior written notice of the reasons for such meeting and the employee shall be entitled to have an Association representative present for advice and representation during such meeting. Employees shall be deemed to be continuously employed unless notified to the contrary.

5. CONDITIONS OF EMPLOYMENT

- A. The probationary period for all full-time and regular part-time employees shall be nine (9) months from date of hire as a permanent employee.
- B. Employees shall be evaluated annually by the Superintendent or designee.
- C. It shall be the responsibility of each employee to meet the qualifications for any license or certification required for the performance of his/her job responsibilities and they must be kept valid and up to date to qualify for continued employment.
- D. Any driver found to be driving without a valid State of Maine bus driver's license (CDL) will be immediately dismissed from his/her duties. All drivers must report any arrest, within five (5) calendar days after the incident, and any motor vehicle moving violations to the Transportation Director prior to the employee's next work shift.
- E. The RSU will pay for the cost of the required annual physical for any driver with a CDL when performed by the RSU's assigned physician or medical provider. Anyone wishing to have his/her annual driver physical done by their own family physician may do so at their own expense. All employees will receive two (2) hours of pay for a physical exam each year and will be paid for the time required for random drug testing.
- F. School year employees shall be notified of their employment status, or "written reasonable assurance" if possible, for the ensuing year no later than the last day of school. Unless a letter of resignation is submitted to the Superintendent, it will be assumed the employee is returning to his/her position for the following school year.

- G. In case of any involuntary transfer or reassignment, the Superintendent or other appropriate administrator will meet with the employee involved to discuss the transfer and reasons therefore. The employee may have a representative of the Association accompany him/her to the meeting. Prior to an involuntary transfer, the Superintendent may consider, but will not be limited to, the transfer of any available volunteers.
- H. Employees are required to provide two (2) weeks written notice of resignation of employment to the Superintendent.

6. GRIEVANCE PROCEDURE

A. Purpose

The Board and the Association agree that all grievances shall be resolved consistent with the terms and conditions of this Agreement and that these proceedings will be kept confidential as may be appropriate at all levels.

B. Definitions

1. "Grievance" is any alleged violation of a specific term of this Agreement or any dispute with respect to its meaning or application.
2. "Employee" is any person in the unit covered by this Agreement.
3. A "grievant" is the person, persons, or Association making the claim.
4. A "party in interest" is the person(s) or Association making the claim and any person who might be required to take action against whom action might be taken in order to resolve the claim.
5. "Days" shall mean working school days.

C. Time Limits

In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable.

D. Informal Grievance Procedure

Before submitting a formal grievance, the employee shall first attempt to resolve the matter with his or her immediate supervisor.

E. Formal Grievance Procedure

If, in the judgement of the Association, a grievance affects a group of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

1. Level One — Principal/ Supervisor

- a. A grievance will be deemed waived unless submitted in writing within twenty-five (25) days of the treatment, act, or condition that is the basis of the grievance complaint.
- b. The principal or supervisor shall within five (5) days after receipt of the written grievance render his/her decision and the reasons therefore in writing to the grievant and the Association representative.

2. Level Two — Superintendent

- a. If the grievant is not satisfied with the disposition of the grievance at Level One, they may within ten (10) days file the written grievance with the Superintendent.
- b. The Superintendent shall within ten (10) days of the receipt of the referral meet with the grievant and his/her Association representatives in an effort to resolve the grievance.
- c. The Superintendent shall within ten (10) days after the hearing render his/her decision and the reasons therefore in writing to the grievant and the Association.

3. Level Three — School Board

- a. If the grievant is not satisfied with the resolution of the grievance at Level Two, they may, within ten (10) days after receipt of the Level Two response, appeal the decision of the Superintendent to the Board.
- b. The Board shall, within fifteen (15) days after receipt of the appeal, meet with the aggrieved person and with representatives of the Association for the purpose of reviewing the grievance.
- c. The Board shall, within ten (10) days after such meeting, render its decision and the reason(s) therefore in writing to the grievant, with a copy to the President of the Association.

4. Level Four — Impartial Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at Level Three, they may, within five (5) days after the decision, or within ten (10) days

after the Board meeting, request in writing to the President of the Association that the grievance be submitted to arbitration.

- b. The Association shall, within five (5) days after receipt of such request, if the Association formally determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by so notifying the Board in writing.
- c. The Chairperson of the Board and the President of the Association or their designees shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to utilize its voluntary labor arbitration procedures for the selection of an arbitrator.
- d. The arbitrator selected shall confer promptly with the representatives of the Board and the Association, shall review the record of the prior hearings and shall hold such further hearings with the aggrieved person and other parties in interest as he/she shall deem requisite.
- e. The arbitrator shall, within thirty (30) days after the hearing, render a decision in writing to all parties in interest, setting forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties and may be appealed pursuant to law. The cost for the services of the arbitrator shall be borne equally by the Board and the Association. If the Association or the Board unilaterally withdraws the grievance during the penalty cancellation period prior to the arbitration hearing or fails to attend the grievance arbitration hearing, that party shall pay the full cost of the arbitrator's late cancellation fee.

5. Miscellaneous

- a. In the event that a grievance is not timely answered by the appropriate administrator at any step in the procedure, the grievant may file at the next step in the procedure.
- b. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum and every effort should be made to expedite the process. The time limits in this Article, however, may be extended by written mutual agreement.
- c. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

- d. If the grievance involves a matter which cannot be resolved at Level One, the grievant may initiate procedure at Level Two.
- e. A form for the filing of a grievance is attached to this Agreement as Appendix B.
- f. All meetings and hearings under this procedure shall be conducted in executive session, unless by mutual agreement, and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this grievance procedure.
- g. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.
- h. No reprisals shall be taken by the grievant, the Association, the Board or its agents against any participant in the grievance procedure by reason of such participation.
 - i. A grievance regarding the discharge or suspension without pay of an employee may be initiated at Step 2 of the grievance procedure as set forth therein within twenty (20) days after receipt of the notification of discharge or suspension without pay.

7. CLASSIFICATIONS

- A. Any employee may, at the discretion of the Superintendent, be assigned to work within one or more classifications. When an employee works within two or more classifications, he or she shall be paid for the hours worked in each classification according to the salary scale for that particular classification.
- B. Where an employee is assigned work by two or more persons, it shall be the responsibility of the employee's appropriate supervisor to resolve conflicts in work assignments which arise.
- C. At the time of hire, employees will be provided a copy of their current job description requiring the employee's signature; said signature signifies only that the employee has received their current job description. Employees may also obtain a current written job description from the Superintendent's office. The Association shall be provided with a copy of job descriptions of employees in the bargaining unit whenever bargaining unit jobs are created or job descriptions are modified.
- D. An employee promoted or reclassified to a higher position within a similar job classification shall be placed on the same experience step in the new classification as the employee held in the old classification.

For purposes of this Article, similar job classifications are as follows:

Educational Technician I, II, and III

School Secretary
Administrative Assistant
Custodian, Groundskeeper
Bus Driver, Van Driver, and Transportation Aide
Kitchen Manager, Cook, Kitchen Attendant

- E. An employee involuntarily assigned to a lower similar job classification shall receive the same rate of pay as in the former classification. The employee will remain at that rate of pay until the pay of the other employees in the new classification is equal to or exceeds the employee's pay at which point the employee would continue in step with the other employees in that classification. This section (E) does not apply to reassignments for disciplinary reasons.

8. WORK WEEK AND WORK SCHEDULE

A. Work Day/Week

1. The employee work day, work week, and work year shall not be reduced except for a bona fide program change or financial reason as determined by the Superintendent or designee. The Superintendent or designee will endeavor to provide to affected employees as much advance notice of schedule changes as practicable.
2. The work week for payroll purposes shall be 12:01 AM Sunday through midnight Saturday.
3. Full Time Educational Technicians, School Secretaries, Administrative Assistants, Kitchen Managers, Custodians, and Grounds Keepers are defined as those employees regularly scheduled to work at least a 30 hour work week.

Full Time Bus/Van Drivers, Food Service Attendants and Cooks, and Transportation Aides are defined as those employees regularly scheduled to work at least a 25 hour week.

Part Time Educational Technicians, School Secretaries, Administrative Assistants, Kitchen Managers, Custodians and Grounds Keepers are defined as those employees regularly scheduled to work less than a 30 hour work week.

Part Time Bus/Van Drivers, Food Service Attendants and Cooks, and Transportation Aides are defined as those employees regularly scheduled to work less than a 25 hour week.

4. A normal work day for full time Educational Technicians shall be seven (7) hours; a normal work day for full time School Secretaries, Administrative Assistants, Custodians, and Groundskeepers, shall be eight (8) hours. A normal work day for full time Kitchen Managers shall be seven (7) hours. A normal work day for full time Kitchen Attendants and Cooks and Bus/Van Drivers shall be five (5) hours. Some work days may be longer than normal hours or less than normal hours, depending on the specific position needs, as determined by the principal/director.

All full-time employees, except those in transportation positions, will have thirty (30) minutes unpaid lunch per full workday. If the employee obtains prior approval, he/she may work through the lunch period and will be paid for the time worked. If the employee obtains prior approval, he/she may leave school property during his/her lunch period. (Only custodians will receive two ten-minute breaks per full work day, to be scheduled before lunch and after lunch.)

5. Substitute pay

Educational Technicians who are called to substitute teach for one-half (1/2) of the school day or greater shall be paid at a rate of thirty dollars (\$30) per diem pro-rated for the ratio of the school day over their current daily rate.

B. Work year

1. The minimum work year for Educational Technicians, Transportation, and Food Service employees shall be student days as set forth on the school calendar plus workshop days that apply to them. Working schedules may vary to meet extenuating circumstances.
2. The minimum work year for School Secretaries and Administrative Assistants shall be teacher work days and workshop days, plus 5 days. An additional fifteen (15) days may be scheduled at the discretion of the building principal. Working schedules may vary to meet extenuating circumstances. Summer hours will be determined at the discretion of the building principal.
3. The minimum work year for Custodians and Groundskeepers shall be 52 weeks. Working schedules may vary to meet extenuating circumstances.

C. Overtime/Compensatory Time

1. Overtime shall be paid at a rate of time and one-half after the employee has completed forty (40) hours worked per week. Only hours actually worked shall be included in the overtime calculation. Overtime may only be worked with the approval of the employee's Supervisor.
2. Employees may, upon approval of the supervisor, request compensatory time off in lieu of overtime pay at a rate of 1.5 hours off for every hour actually worked over 40 hours in a given work week. Employees who have accumulated compensatory time may use that time with their supervisor's approval provided it does not unduly disrupt school operations. Compensatory time must be used in the fiscal year in which it was earned (July 1 — June 30). If there is compensatory time remaining at the end of the fiscal year, the RSU may require the employee to use that time or the RSU may pay the employee for the time accumulated. Employees must use any accrued compensatory time before using vacation time in any fiscal year.

D. Extra Work — for non-transportation positions only

- 8.. When extra work is necessary, the supervisor will develop a rotation initially based on seniority within each classification to bring those employees who are scheduled to work less than 40 hours a week up to 40 hours a week. The most senior, less than 40-hour a week employee, will be allowed first refusal. If the employee accepts the extra work, the next extra work will be offered to the second most senior, less than 40-hour a week, employee and so on, on a rotating basis. If the person who has the right to first refusal refuses the extra work, his/her name goes to the bottom of the list of eligible employees. If the employee is ineligible for the extra work due to a conflict with a work assignment or the extra work would cause overtime, the employee would retain his/her position on the list. When all employees within a job classification become eligible for overtime, then the regular forty (40) hour per week employees shall be placed at the top of the rotation list based on seniority. In the event that all eligible employees refuse extra work or are unavailable, then a substitute referred to as a spare employee shall be assigned the work. If all eligible employees and all spare employees refuse the extra work, then the employee at the top of the rotation list on any given day shall be assigned the extra work.
- 8.. It is understood that extra work is not when an employee is absent due to a temporary leave of absence such as sick leave or personal leave day. If a regular employee is absent due to a planned leave such as vacation leave or an absence greater than a temporary leave, the supervisor's first option is to hire spare personnel, not cover with a regular bargaining unit member.
- 8.. It is understood that, from time to time, emergency situations and/or program needs may necessitate that extra work/overtime be assigned at the Superintendent's discretion, and will be exempt from the rotation cycle. The decision of the Superintendent regarding extra work may be grieved at Level Two of the grievance procedure.

E. Hours of Work — Bus/Van Drivers and Transportation Aides Only

Definitions

- a. A run is defined as a recurring transportation of students to and from school.
- b. A trip run is defined as the transporting of students on a non-recurring basis such as field trips or extra-curricular events.
- c. A bus driver is defined as an employee, holding a bus driver license (CDL), who is primarily responsible for transporting the school system's students, and is a member of the bargaining unit.

6. Regular daily runs are paid with a two and a half (2½) hour minimum in the morning and a two and a half (2½) hour minimum in the afternoon, or the actual time worked, whichever is greater. Reporting time — AM run is six-thirty (6:30) to nine (9:00) AM; PM run is one (1:00) to three-thirty (3:30) PM. These times are subject to change to meet any changes in the beginning or ending times of the student day.
6. If a driver is not able to report to work for the AM run, he/she will call the supervisor or designee no later than five (5) AM for the AM run and no later than eleven (11) AM for the PM run. Due to unforeseen circumstances, exceptions to these required call-in times may be granted by the supervisor with the exception that the employee will call in as soon as possible.
6. A vocational run that is not part of a regular run is paid with a one (1) hour minimum, or the actual time worked, whichever is greater. The Transportation Director determines whether a vocational run is part of a regular run.
6. Field trips are paid with a two (2) hour minimum if the driver is called in, or actual time if the driver is already working, whichever is greater, unless it overlaps the regular daily shift. Drivers will receive two (2) hours pay for all cancelled trips without notice or "no show."

F. Summer Work

Work that is customarily performed by bargaining unit members will first be offered to the bargaining unit members before non-bargaining unit members if it is performed during summer or vacation time.

G. Storm Days

1. Custodians, Head Custodians, and Groundskeepers are expected to work on days when school is closed due to weather. These employees must communicate with their Supervisor/designee before the start of their shift if they are not reporting to work. The employee will be paid only for the hours actually worked on storm days, unless the employee elects to use available vacation time. Their shift may be delayed due to travel conditions. It is expected that these employees will work their same number of hours as their regular shift. Employees may be required to provide a doctor's note in the event an employee called out sick on a storm day.
2. If school is closed due to inclement weather and no remote learning is occurring, Educational Technicians, Bus Drivers, Van Drivers, Transportation Aides, School Secretaries, Administrative Assistants and Food Service Employees are not expected to work.

If school is closed due to inclement weather and learning is occurring remotely, instructional support staff are expected to work as directed by their supervisor. Non-instructional support staff will be provided work opportunities by their direct supervisor. Compensation will be at their regular hourly rate.

Any year round employee who works all of the storm days shall be allowed to take a paid day off during July or August following the school year and before the start of the new school year. If a pre-approved vacation day falls on a storm day, that storm day will not count against this incentive.

H. Call-Back Times

Any employee called back in to work during non-working hours not annexed to his/her regular work hours shall be paid a minimum of two and one-half (2.5) hours' pay or the actual hours worked, whichever is greater. In the event that the employee is called back within the same time period as the original call-in time worked, the employee shall not be entitled to any additional call-in pay.

I. Transportation — Summer Employment

1. Summer daily runs are paid with a two and a half (2 1/2) hour minimum in the 7 AM and two and a half (2 1/2) hour minimum in the PM, or actual time worked, whichever is greater.
2. Selection of summer employment will be posted on the board.
 - a. The director or designee will assign summer work by seniority;
 - b. Summer runs will be posted by dates, hours and schools; and
 - c. Summer jobs will be posted by jobs and hours.

J. Extra Bus Trips — the following provisions apply only to extra bus trips

1. Except in emergency circumstances, extra trips and work opportunities will be offered on an on-going basis beginning with the most senior driver listed.
2. Eligible drivers shall be selected from the rotation list provided the trip does not normally interfere with their regular runs and does not result in overtime pay. After all drivers who are interested and eligible to work extra trips have reached forty (40) hours then the additional trips will be assigned via the alternative rotation list.
3. A list will be posted weekly on the board for bidding every Wednesday at nine (9) A.M. By seniority, drivers will select extra trips of their choice. The Transportation Director may excuse employees from not being in attendance at time of bidding. In that case, excused employees will contact the Transportation Director about their choice(s) regarding possible extra trips and if their names come up next in rotation, they can be signed up for the extra bus trip by the Transportation Director.

4. At least a forty-eight (48) hour notice will be given for all extra work, unless the booking party gives the transportation department less time.
5. All drivers shall be on an alternative rotation list for trips that come up after a week's extra trips have already been assigned; see Subsection 2 above. This alternative rotation list is a seniority rotation list that operates separately from the Wednesday AM extra trip list, and employees may work more than forty (40) hours on this alternative rotation list.
6. If a driver chooses not to be on the rotation list, and later decides to be on the rotation list, the employee will be penalized one rotation through the rotation list. The employee will be eligible on the second rotation, after the employee signs up.
7. If a trip is postponed and re-scheduled in the same week, the employee may keep the trip. If a previous commitment interferes with the re-scheduled date, the employee will not be penalized.
8. If a trip is canceled and the employee is already en route to the location, the employee will get two (2) hours of pay, or the actual time worked, whichever is greater.
9. Trips that come in after the list has been posted will be added in red and dated when they are received.
10. The Transportation Director and Office Manager will not be on the drivers' list and it is not the intent to use them as spare drivers except for those situations when no other drivers are available.
11. All drivers shall receive thirty (30) minutes for bus prep prior to trips and thirty (30) minutes after trips for cleaning and refueling.
12. If all eligible employees and all spare employees refuse the extra work, then the employee at the top of the rotation list on any given day shall be assigned the extra work.

K. Overnight Trips

On overnight field trips, drivers will be paid a minimum of five (5) hours per day, or hours actually worked, whichever is greater.

9. EVALUATIONS

- A. All formal monitoring or observation of the work or performance of an employee shall be conducted openly and with full knowledge of the employee.
- B. Employees shall be evaluated in accordance with RSU 23 policy by their appropriate administrator/supervisor.

- 1) An employee shall be given a written copy of any evaluation report prepared by his/her evaluator within ten (10) working days, and at least one 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 prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- 2) The employee shall have the right to submit a written response within ten (10) working days to his/her evaluation, which shall be attached to the evaluation and placed in his/her personnel file.

10. POSITION VACANCY

- C Vacancies for any bargaining unit position shall be simultaneously posted internally and externally. Such posting shall be accomplished by placing notices on designated bulletin boards accessible to all employees, with a copy to the Association, and on the RSU's website or via e-mail. Bargaining unit employees shall be given first consideration for bargaining unit positions.
- D Vacancies posted during the summer recess will be forwarded to the employee's e-mail address. Any employee who wants to receive a written posting shall provide the Superintendent's office with self-addressed envelopes indicating the classification postings requested. The Superintendent's office will provide the necessary postage. Employees may also access servingschools.com to obtain a listing of vacancies.

11. HEALTH AND SAFETY

- A. The Board shall comply with federal, state, and local laws pertaining to health and safety.
- B. Employees shall immediately, or at the end of their shift, report all defective equipment. Such reports shall be made on a suitable form furnished by the supervisor and shall be made in multiple copies, one copy to be retained by the employee. The supervisor shall not ask or require an employee to use equipment that has been reported by any other employee as being in an unsafe operating condition until it has been repaired or cleaned for use by the appropriate party.
- C. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the employer, the employee, before starting the next shift, shall make out an accident report, in writing, on forms furnished by the employer and shall turn in all available names and addresses of witnesses to any accidents.
- D. Every employee shall observe all safety rules which are established by the employer and shall use safety devices or work-related equipment as required by the employer or the manufacturer's recommended instructions. Any infraction of any safety rule or failure to use such safety devices or work-related equipment may result in employee disciplinary action.

- E. There shall be established a Safety Committee composed of the Superintendent, two (2) representatives of the Board and three (3) representatives of the Association. The Committee shall meet annually, or as needed, and shall make recommendations to the parties regarding health and safety matters, including in-service training needs.

12. CLOTHING AND SAFETY EQUIPMENT

A. Custodians

At the beginning of each fiscal year, a one-time annual payment of one hundred twenty-five dollars (\$125) per custodian will be provided for the purchase of work shoes or other work clothing.

B. Food Service

At the beginning of each fiscal year, the Board shall provide up to \$100.00 per year to each food service employee for uniforms as determined by the Superintendent or designee. Food service employees may elect to use a portion of the annual uniform amount to purchase an appropriate pair of close-toe work shoes.

C. Bus/Van Drivers

Bus/Van Drivers shall be provided jackets on an as-needed basis.

D. Groundskeeper

At the beginning of each fiscal year, a one-time annual payment of two hundred dollars (\$200) groundskeeper will be provided for the purchase of work shoes or other work clothing.

E. General Conditions

1. Uniforms, articles of clothing, and provided work equipment are subject to approval of the employee's supervisor.
2. Employees are responsible for the proper care of the provided clothing and equipment including the cleaning of uniforms.
3. Unless excused by the employee's supervisor, an employee is required to wear the provided uniforms and adhere to normal usage requirements of the required equipment.
4. Uniforms and equipment are intended for work use only and are not for personal use.

13. TRAVEL AND USE OF PERSONAL VEHICLE

Employees who use their personal vehicles for assigned and approved business shall be reimbursed for such use at the I.R.S. rate as of January 1 of that calendar year.

14. PERSONNEL FILE

- A. No material shall be placed in an employee's personnel file unless the employee receives a copy of such material. An employee shall have the right to attach a written response within thirty (30) days from receipt of the material to any material placed in the employee's file. Anonymous and unattributed material shall not be placed in the file unless the matter results in discipline.
- B. An employee shall have the right to schedule an appointment within two (2) days of such request to examine his/her personnel file in the presence of the file's custodian, or the individual's designee, during the normal business hours of the Superintendent's office.
- C. On an annual basis, any employee may obtain at no charge, upon submission of a written request to the Superintendent, a copy of any material in the personnel file during the normal business hours of the Superintendent's office. Employees may be charged for additional copies.
- D. For official purposes, there shall be one personnel file. Personnel files are to be housed in the Superintendent's office.

15. PROFESSIONAL DEVELOPMENT AND TRAINING

- A. Subject to the prior written approval of the Superintendent, a bus driver may participate in the bus rodeo.
- B. If the Superintendent requires an employee to attend a course, seminar, or workshop, the RSU shall pay the approved expenses.
- C. If an employee requests attendance at a seminar or workshop, the RSU shall pay the approved expenses or a portion thereof and/or the employee's wages. The Superintendent's or designee's written approval for attendance and expense reimbursement must be obtained prior to the commencement of the requested training or professional development.
- D. Course Reimbursement
 - 1. To increase additional professional development training, the Board agrees to prepay full tuition charges up to a total of six (6) resident University of Southern Maine credits per year for courses taken by Educational Technicians, provided such courses are first approved in writing by the Superintendent. The Board also agrees to prepay full tuition charges up to a total of three (3) resident University of Southern Maine credits per year for courses taken by Secretaries and Administrative Assistants. To be approved, all courses and coursework by employees must be demonstrated to be of benefit to the RSU. Any exception to

this rate of reimbursement or number of credits must have prior written approval of the Superintendent.

2. It shall be the sole responsibility of the employee to provide the Superintendent with satisfactory evidence (a grade of "B" or better or "Pass" in a "Pass/Fail" course) of completion of any such course for which has been prepaid. Thirty (30) days after the completion of the course or when the course was to end, a transcript or official grade report must be submitted using the required RSU 23 paperwork. If after thirty (30) days the employee has not submitted the required paperwork with official college or university evidence of successful completion of coursework, the Superintendent will deduct all prepayments from the employee's salary. Any exceptions to this are at the discretion of the Superintendent. Employees must notify the Superintendent no later than January 5 of their intent to register for a tuition course which qualifies for reimbursement.
- E. The Superintendent or designee shall provide mandatory annual training for employees on such topics as he/she determines are proper (including but not limited to, operation of the buses, student control, safety issues, harassment awareness training, blood borne pathogen safety, and hazardous chemical safety). Employees are encouraged to offer suggestions for training opportunities related to their job responsibilities. The Superintendent or designee will attempt to schedule mandatory training during in-service days or early release days and provide reasonable notice to the employees of the scheduled training. An employee may only be excused from the mandatory training by the Superintendent or designee.
- F. The Superintendent or designee shall arrange training for drivers/bus aides who are interested in becoming drivers and bus aides for students with special needs if the Superintendent determines that the employee is otherwise qualified for a vacant position. Such training shall include but not be limited to the driving of the special needs vehicles and the effective management of the physical and mental disabilities of students with special needs.
- G. Drivers are encouraged to inform their immediate supervisor of desired training opportunities outside of the school RSU.
- H. Education Technicians shall receive training in skills needed for special education assignments, as determined by the Superintendent or designee.

16. LEAVES

A. Sick Leave

- 1) Educational Technicians, School Secretaries, and Administrative Assistants are allowed fifteen (15) days of paid sick leave annually.
- 2) Custodians, Groundskeeper, Bus Drivers, Van Drivers, Transportation Aides, and Food Service Employees are allowed ten (10) paid days for

school year employees and twelve (12) paid days for calendar year employees annually

- 3) Sick leave used will be deducted in one-hour increments.
- 4) Unused sick leave days shall be accumulated from year-to-year to a maximum of one hundred and twenty-five (125) days.
- 5) Employees hired during the school year will have their sick leave pro-rated.
- 6) Up to 5 days per year may be used to care for a member of the employee's immediate family (spouse, parent, grandparents, children, step children, siblings, mother/father-in-law, sister/brother-in-law, and legal domestic partner).
- 7) The Superintendent shall have the right to request a certificate from a medical doctor certifying that the employee's physical condition is such that he or she is unable to return to work, to determine fitness for duty, when sick leave is taken on the employee's last day before and/or the first scheduled working day after the employee's regular vacation or any of the holidays selected by this Agreement, if there is a pattern of absences, or if the employee has been absent four (4) consecutive days.
- 8) Any employee upon accumulating the maximum number of sick leave days (125) may cash in up to twelve (12) days maximum annually (with [113] days staying on the books). Sick days may only be cashed in after June 30th of the fiscal year, and are cashed in at 50% (i.e. twelve [12] days six [6] days paid, eleven [11] days five and a half [5 1/2] days paid, etc.).

B Workers' Compensation

In cases of injury covered under the Workers' Compensation Act, an employee will be paid from his/her accumulated sick leave and the difference between the amount of his/her net regular pay and the amount that he or she received pursuant to Workers' Compensation. This difference shall be charged on a prorated basis to the employee's accumulated sick leave, and will cease when the employee's accumulated sick leave is exhausted. In no case will an employee receive more than his/her regular net compensation.

C Sick Leave Bank

1. The purpose of the Sick Leave Bank is to provide income protection for members who, because of a serious and prolonged health condition (including pregnancy related medical conditions), have exhausted their accumulated paid leave benefits and are unable to return to work, including performance of alternative work assignments.
2. The Sick Leave Bank will be administered by a continuing committee composed of the Superintendent/designee, a Board member/designee and two

(2) members designated by the Association. A majority vote of the committee shall be required for any days to be granted. The committee shall report to the Board, the Association and the employees annually, indicating the use of the Sick Leave Bank regarding the days used, balances available, and/or general operating procedures. The committee may submit recommendations for modifications to the operation of the Sick Leave Bank to the Board and the Association. If the recommendations are ratified by the Board and the Association, the recommendations shall be implemented.

3. Each non-probationary employee will be automatically enrolled in the Sick Leave Bank at the end of his/her probationary period and subsequently, at the start of each school year, one (1) day of his/her accumulative sick leave, based on the employee's normal work day, per year will be placed in the Sick Leave Bank. At the beginning of each school year, a ten (10) calendar day notice will be provided to allow each employee the opportunity to indicate his/her desire to not be enrolled or continue his/her membership in the Sick Leave Bank. Any such employee shall notify the Superintendent in writing on the Declination of Participation in Sick Leave Bank form in Appendix D. Failure to contribute will eliminate the employee's eligibility to use the bank until the next enrollment opportunity is provided and the required contribution made.
4. If the Sick Leave Bank is at the maximum accumulation of three hundred (300) days, all members of the Sick Leave Bank shall continue membership without the donation of a sick leave day for that school year. Only donations from newly hired non-probationary employees and newly participating employees may exceed the maximum accumulation of three hundred (300) days, and only those donated days will be added to the Sick Leave Bank.
5. Should the number of accumulative days in the Sick Leave Bank fall below fifty (50) days, at that time, all members who have at least one (1) sick day must contribute a day of sick leave in order to continue membership and apply for benefits from the Sick Leave Bank. Newly hired non-probationary employees, and those who had previously elected not to participate, or those who were dropped from the Sick Leave Bank, will be given the option to join at this time with the donation of one (1) sick leave day.
6. A part-time employee may make a prorated deposit of sick leave days to the Sick Leave Bank and, if a request is granted, shall receive prorated benefits.
7. The maximum number of days granted in total from the Sick Leave Bank during a school year shall not exceed one hundred fifty (150) days for the bargaining unit. If the one hundred fifty (150) day limit is reached, the committee administering the Sick Leave Bank may make a recommendation to the Board for additional days to be granted. The Board will decide whether the one hundred fifty (150) day limit will be exceeded.
8. An initial request for use of the Sick Leave Bank shall be for no more than thirty (30) days unless otherwise specified by a physician and approved by the Sick

Leave Bank committee. After committee review, additional days may be granted by the committee in blocks of up to thirty (30) days. Upon request and approval of the committee, the thirty (30) day limit may be waived. A second five (5) day unpaid waiting period may be waived by the committee if the serious prolonged health condition extends into the subsequent work year.

9. An employee may be granted up to ninety (90) days by the Sick Leave Bank committee, based on the employee's normal work day, provided that the total annual is not exceeded.

D. Use of the Sick Leave Bank

1. A non-probationary employee will be able to withdraw from the Sick Leave Bank only if:
 - a. The employee has provided a physician's certificate regarding the illness that prevents the employee from attending work in such detail as may be required by the Sick Leave Bank committee. The committee shall have the authority to request and receive a second opinion from another physician selected by the committee, or to receive other written verification(s) from the employee's physician at any time, as a condition of the Sick Leave Bank usage;
 - b. The Sick Leave Bank committee approves the withdrawal request;
 - c. The employee has contributed one (1) day of his/her own personal sick leave and is a member of the Sick Leave Bank;
 - d. All of the employee's own paid sick leave and vacation leave accumulations have been depleted;
 - e. The employee has missed five (5) consecutive days of work without pay;
 - f. The Sick Leave Bank use request is not for elective surgery during the students' school year; and
 - g. Applications must be for a minimum of five (5) workdays.
2. Sick Leave Bank members withdrawing sick leave days from the Sick Leave Bank will not have to replace those days, except as regular contributing members of the Sick Leave Bank.
3. If the request extends from one contract year into the next contract year, the Sick Leave Bank committee shall meet and decide if the extension from one contract year into the next is approved.
4. In the event that membership in the Sick Leave Bank falls to less than twenty percent (20%) of the employees eligible to participate, the Sick Leave Bank shall be terminated as of September 1st of the succeeding year.
 5. If the employee has disability insurance, the maximum number of days an individual employee shall be allowed to withdraw is subject to and ceases upon commencement of disability protection insurance (90th consecutive day out).

6. Usage of the Sick Leave Bank is not subject to the grievance procedure. Violations of the procedural requirements of the Sick Leave Bank are subject to the grievance procedure.

E. Child Care Leave

1. A leave of absence, including but not limited to the provisions of the Family Medical Leave Act, without pay, of up to one (1) school year shall be granted for the employee's own newborn or newly adopted child, a sick member of an employee's immediate family, or to avoid exposure to a disease which would adversely affect an employee's health or the health of an unborn fetus. Such leave if taken shall terminate at the end of a school year or half (1/2) year. Leave of a different duration other than specified herein may be granted at the discretion of the Superintendent.
2. During the leave the employee shall not earn any experience credit or accruals.
3. The employee may elect to continue his/her health insurance by paying the full cost. The employee shall be placed in his/her job classification upon return provided the employee's position has not been eliminated during the leave. The employee's salary and accrued benefits shall be reinstated upon the employee's return to work.

F. Bereavement Leave

Up to five (5) days per instance may be utilized in the event of a death in the employee's immediate family: mother, mother-in-law, father, father-in-law, husband, wife, life partner, sister, brother, or own children (to include foster children, stepchildren or any child under guardianship of the employee) or any other person living in the employee's household. In the case of death of other relatives or in-laws, up to two (2) days per occurrence shall be allowed. In extenuating circumstances, and at the discretion of the Superintendent, additional paid bereavement time may be granted and shall be deducted from the employee's accumulated sick leave days.

G. Military Leave

Employees who qualify for military leave will be granted such leave according to law.

H. Jury Duty and Witness Leave

Employees shall suffer no loss in pay because of jury duty or service as a witness for the RSU. Mileage for jury duty paid by the courts or governmental body shall be paid directly to the employee. Other compensation paid to the employee for jury duty by the court or governmental body in charge of jury compensation shall be given to the Board. Any other qualifying expenses may be submitted for reimbursement to the RSU business office.

I. Personal Leave

- 1 Employees shall be entitled to non-cumulative leaves of absence with pay for personal, religious, legal, business, household, or family matters, which cannot be

conducted outside of the employee's workday. Application, to the Superintendent or his/her designee, for leave shall be made at least five (5) days before taking such leave, except in cases of emergency, and the specific reasons for said leave shall be stated in writing at the time of the application. The employee is required to state a reason for taking such leave. No such leave shall be used to extend a vacation or be used for recreational purposes unless they are being used on a teacher compensation day as outlined in the school board approved RSU 23 School Calendar. Exceptions to these requirements may only be granted at the sole discretion of the Superintendent, whose decision shall be final and not grievable.

- 2 Educational Technicians, School Secretaries, and Administrative Assistants shall receive three (3) days per year.
- 3 Custodians, Groundskeeper, Bus Drivers, Van Drivers, Transportation Aides, and Food Service Employees shall receive three (3) days per year.
- 4 At the end of each contract year any unused personal days will rollover as accrued sick days.

J. Part-time Employees

All benefits are prorated for part-time employees.

K. Leave Statement

Each employee shall receive on his/her regular paystub a statement of annual leave earned, used, and accrued.

L. Vacation

Employees shall receive paid vacation days as follows in the table below. Any employee whose employment is initiated between July 1 and December 31 will be considered a first-year employee.

Bus Drivers and Van Drivers — must be taken during school vacation or non-student days (including storm days) unless the employee has obtained approval from the Superintendent at least four weeks in advance of the vacation time.

Year 1	No vacation
During year 2	5 days
During years 3 and beyond	10 days

Educational Technicians and Food Service Employees — must be taken during school vacation or non-student days (including storm days), unless the employee has obtained approval from the Superintendent at least four weeks in advance of the vacation time.

Year 1	No vacation
During year 2	5 days

During years 3 through 5	10 days
During years 6 and beyond	15 Days

School Secretaries and Administrative Assistants — must be taken during school vacation or non-student days (including storm days), unless the employee has obtained approval from the Superintendent at least four weeks in advance of the vacation time.

Year 1	No vacation
During year 2	5 days
During years 3 through 5	10 days
During years 6 and beyond	15 Days
During Years 21 and beyond	20 Days

Custodians and Groundskeeper - may be taken at any time with prior approval of the Director of Facilities and Transportation. Vacation leave will be deducted in half day or full day increments.

Year 1	No vacation
During year 2	5 days
During years 3 through 8	10 days
During years 9 through 15	15 Days
During Years 16 through 25	20 Days
During Years 26 and beyond	25 Days

Vacation leave will be deducted in half day or full day increments

Employees must submit vacation requests at least two (2) weeks prior to use, unless a different period is specifically stated above. Time-off request forms shall be processed and returned to employees within 10 days of submission.

In order to receive vacation pay, an employee must take the vacation time off. Vacation time will not be paid out at the end of the fiscal year.

17. HOLIDAYS

A. Employees shall receive the following paid holidays:

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
The day after Thanksgiving
Christmas Day (plus Christmas Eve for year-round employees)
New Year's Day (plus New Year's Eve for year-round employees)
Martin Luther King, Jr. Day
President's Day
Patriot's Day
Memorial Day
July 4th (When an employee's work year extends through the week of July 4th, the

employee shall receive July 4th as a paid holiday).

- B To be eligible for holiday pay under this Article for any holiday on which he/she has not been scheduled to work, the employee must have worked both his/her last scheduled work day before and his/her first scheduled work day after the holiday unless the absence has been approved by the Superintendent or designee.
- C An employee who is regularly scheduled to work on a day designated as a holiday shall receive pay at his/her basic hourly straight time rate times the number of hours regularly scheduled on that day.
- D If an employee is required to work on a holiday, the employee shall receive his/her paid holiday and be paid his/her regular hourly rate for any time worked. Holiday pay does not count as hours worked for determining overtime pay.
- E When any of the above specified holidays occur on a Sunday, the following Monday shall be observed as the holiday. When any of the above specified holidays occur on a Saturday, the preceding Friday shall be observed as the holiday.
- F If Christmas or New Year's Day falls on a Saturday, the employee will only receive Friday off with pay. If Christmas or New Year's Day falls on a Sunday, the employee will only receive the following Monday off with pay. If Christmas or New Year's Day falls on a Monday, the employee will only have that day off with pay.

18. WAGES

A. Wage Schedules

Employees shall be paid pursuant to the attached job classification wage schedules as specified in Appendix A.

B. Initial Placement and Step Progression

1. For year one (2018-19), incumbent employees shall be placed on the wage schedule in Appendix A by mutual agreement of the parties. Then, on July 1st of each subsequent year of this Agreement, each employee who was employed as of January 31st will advance one step and move to the wage scale for that new contract year. All other employees will move to the wage scale for that new contract year but will remain on the step at which they were hired until the following July 1st (the next contract year). If an employee's hourly wage as of December 31st of a contract year is below Maine's legally required minimum wage, then that employee will be paid the legally required wage beginning on the next day (January 1st) and will remain on the step equal to that minimum wage until December 31st of that year.
2. For purposes of initial placement, newly hired employees shall be placed at a level as determined by the Superintendent.

C. Longevity

Employees who have completed fifteen (15) continuous years of work for the RSU (including its predecessors) shall be paid a lump sum amount by July 30th of their sixteenth (16th) year, and after each year of this Agreement thereafter, equal to 1.5% of their annual, regular hourly wages. This is a flat rate bonus that is not included in salary so it will not be compounded in future years.

D. Pay Averaging

Pursuant to Maine Law LD 300, employees will have the option of pay averaging. Therefore, employees may make their election at the start of each school year to either be paid in 26 installments or be paid actual time worked. After the 2nd pay period of the school year, employees may not change their election for the duration of the work year. Adjustments for additional hours beyond the employee's regular schedule or for loss of hours from the employee's regular schedule shall be made from the employee's wages for the pay period in which the additional work or loss of work occurred. School year employees hired mid-year shall have their pay averaged in proportion to the remaining work year. If, because of mid-year termination or severance, the amount an employee receives under this pay averaging system is more than the employee has earned, such coverage shall be withheld from the employee's last paycheck. If the employee received less than the employee's paid hours times his or her rate of pay under this pay averaging system, the board will pay such underpayment to the employee in the employee's last check.

19. INSURANCE

A. Health Insurance

1. For all full-time employees who were enrolled in the RSU's insurance on or before July 1, 2019, the Board agrees to contribute the following towards the monthly premium for the MEA Benefits Trust Choice Plus plan (or comparable plan, if negotiated by the Board and the Association and ratified by the parties):

Single 90%
Adult w/Child 86%
2-Person 86%
Family 86%

For all other full-time employees, the Board agrees to contribute eighty percent (80%) towards the monthly premium for any coverage (single or dependent) up to the cost of the MEA Benefits Trust Choice Plus plan (or comparable plan, if negotiated by the Board and the Association and ratified by the parties).

All eligible employees may select from any plan offered by the MEA Benefits Trust, provided that the Board's contribution will not exceed the total cost of premiums in any event.

2. Participating employees may elect the MEA Benefits Trust Standard Plan (as long as MEABT remains the carrier) and shall pay the difference in the cost of the monthly premium.
3. Married Couples/Domestic Partners (as defined per Anthem BC/BS) who are both employed by the RSU shall receive 100% (one hundred percent) of the monthly premium paid by the Board for the eligible coverage selected.
4. Part-time Employee Benefits
 - a. All benefits are prorated for part-time employees.
 - b. Any regular hourly employee working less than 20 (twenty) hours per week, if eligible, may elect to purchase health or dental insurance through the RSU by paying the full cost of the premiums.

5. Cash in Lieu Program

Any eligible employee may choose, as an option, not to enroll in the health insurance program offered by the Board under this Article. The Board, as an alternative, will contribute half of the single coverage of the Choice Plus plan to be disbursed through the payroll process. To receive this benefit, the employee must elect this option by September 15th or two (2) weeks after his/her date of hire with the payment being prorated. This benefit will be administered in accordance with all applicable provisions of the IRS Code and the Board's Section 125 plans. This benefit will be prorated over the course of the year. If a change in the employee's situation requires a change in benefit, it will be handled on an individual, prorated basis. Employees who are employed less than full-time but more than half time shall have their benefit prorated to their proportion of full-time employment. To be eligible for this cash-in-lieu of health insurance benefit, the employee must provide written documentation to the Superintendent that the employee is covered under another employer's health insurance program other than the Board's health insurance plan.

6. Dental Insurance

The Board agrees to contribute 90% towards the RSU's monthly premium of the single subscriber Delta Dental Plan V with Orthodontic Rider, or a comparable plan with comparable benefits that will be approved by a review committee of the Board and the Association.

7. Other Insurances:

Any employee may purchase long-term disability insurance, short-term disability, and/or vision insurance at their own expense.

8. Pretax:

All premium payments for the insurance benefits to be furnished pursuant to this Article shall be provided under a plan intended to qualify under Section 125 of the Internal Revenue Code of 1986, as amended (the "Code"). The employee's portion of the premium cost of the benefits shall be paid by payroll deduction upon receipt of all required documentation on a wage reduction (pre-tax) basis.

9. Rewards

- a. It is strongly suggested that employees take advantage of additional opportunities to utilize the MEABT Wellness program to improve personal wellness.
- b. An employee who received insurance under any of the above coverages and chooses to participate in and complete the applicable wellness program administered by the MEA Benefits Trust/Anthem/Blue Cross will be matched dollar for dollar up to a \$250 maximum as supplemental pay (net any applicable/required withholding via the District's normal payroll practices) at the end of each fiscal year in which the employee shows proof of achievement in such program. Those employees who complete all four quarters and earn the maximum \$250 for the year will receive an additional award of \$50 for a total of \$300.

20. REDUCTION IN FORCE

A. Seniority

1. "Seniority" shall be an employee's length of continuous regular service since the employee's most recent date of hire (i.e., the employee's first day of paid work). An employee with a work year of less than twelve months shall not be considered to have suffered a break in service during the months which are not included within the employee's work year.
2. In the event of a tie in seniority, the employee with the greatest total service time for RSU No. 23 shall be determined to be the more senior.
3. Full time employees regularly assigned to more than one classification shall have seniority in each classification. Employees working occasionally in multiple classifications shall have seniority in their primary assignment. Part-time employees shall accrue seniority on a pro-rated basis, based upon the employee's full-time equivalent (FTE) within the classification. Pro-rated shall mean on a proportional basis. (Example: An employee working 20 hours per week would have half the seniority of an employee who started the same day and works 40 hours per week.)
4. Part-time employees shall be considered along with all other fulltime employees in a classification when a position is eliminated, provided, however, a part-time employee may be required to choose between assuming a full time position and accepting a layoff.

B. Seniority List

1. The Superintendent shall establish a seniority list by job classification and impact area with the name and date of hire of each employee, with the employee with the greatest seniority listed first. The seniority list shall be posted annually by September 30th, with a copy provided to the President of the Association. The employees shall have until October 20th to file with the Superintendent an objection to the seniority list; otherwise the list shall be assumed to be accurate for the following twelve (12) months.
2. For purposes of this Article, the following classifications shall be recognized by the following job classification Impact Areas:

Impact Area 1	Bus drivers Van Drivers Transportation Aide
Impact Area 2	Educational Technicians III Educational Technicians II Educational Technicians I
Impact Area 3	Custodians Groundskeeper
Impact Area 4	Kitchen Manager Cook Kitchen Attendant
Impact Area 5	Administrative Assistants School Secretaries
Impact Area 6	Nurse Assistants

C. Position Elimination

1. Once the Board determines that there shall be an elimination of any bargaining unit positions for any reason, it (or its designee) will notify 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 to the President of 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 for any reason, employees within the classification shall be laid off based upon seniority. The least senior employee shall be laid off except when the remaining employees do not have the training, skills, or ability to perform the work, as determined by the Superintendent/designee. In such case, the next person on the seniority list shall be laid off. The procedure may continue up the seniority list until the remaining employees have the training, skills, and ability to do the remaining work, as determined by the Superintendent/designee. Such determination shall not be arbitrary or capricious.

E. Bumping Procedures

1. Within three (3) working days of notification of layoff, a non-probationary employee designated for termination 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 RSU No. 23 in any lower classification in the applicable Impact Area as set forth in Paragraph B above, if the employee's total seniority is sufficient, provided that (1) the displacing employee is in the judgment of the Superintendent capable of performing the available job duties based on the employee's training, skill, ability and prior experience 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.
2. 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).

F. Recall

1. An employee whose position is eliminated as a result of a reduction in work force shall have a right of recall eighteen (18) months from the effective date of layoff of employment for the first available position for which the employee is, in the opinion of the Superintendent or designee, fully qualified; unless the employee:
 - a. Turns down a job offer;
 - b. Waives recall rights in writing; or
 - c. Fails to submit a written response by mail or email to an offer of recall that is postmarked no more than ten (10) days after receipt of the offer of recall by the employer.
2. Any employee recalled shall be placed on the same wage step obtained prior to the layoff and shall retain his/her seniority and all benefits accumulated prior to the layoff.

G. Continuation of Benefits

Employees who have been laid off shall be eligible to participate at their cost in group life and health insurance as permitted by law.

21. RETIREMENT

- A. Employees with at least ten (10) years of satisfactory service with RSU 23 or its earlier components of Dayton, Old Orchard Beach and Saco, who retire to collect Social Security or Maine Public Employees Retirement System benefits shall receive payment of one-half (1/2) of their accumulated sick leave days, with a maximum capped payment of seven thousand, five hundred dollars (\$7,500).

All employees, who were employed in the following classifications as March 28, 2019, and who then, as of the date they file for retirement with MEPERS/SSA, have fifteen (15) years of continuous satisfactory service in RSU 23 (including its 2 earlier components) shall upon retirement in accordance with the restrictions and specifications of the Maine Public Employees Retirement System and/or Social Security, receive a retirement stipend equal to one-half (1/2) of the retiree's unused sick leave days paid at his/her per diem rate):

Bus Driver, Van Driver, Custodian, and Groundskeeper.

- B. To receive this benefit, the employee must notify the Superintendent in writing 120 days prior to their date of retirement.
- C. Pension: As stipulated by law and pursuant to retirement regulations of the Town, an eligible employee may elect to participate in the Town's pension program.

22. MISCELLANEOUS

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement except as otherwise set forth in this Agreement or mandated by the Legislature, or by mutual written agreement.

B. Review and Amendment Procedure

1. Representatives of the Board and the Association's negotiating committee shall meet, at a mutually agreeable time within ten (10) working days, when deemed necessary and called by either party for the purpose of reviewing the intent of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. Should a mutually acceptable amendment or modification to the Agreement be negotiated by the parties, it shall be reduced to writing and be adopted and signed by the Board and the Association.

C. Non- Discrimination

The parties agree not to discriminate pursuant to statute. The parties are encouraged to participate in the affirmative action procedure contained in the Board's affirmative action policy.

D. Severability

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

ARTICLE 23. DURATION OF AGREEMENT

- A. The provisions of this Agreement shall be effective July 1, 2021 and shall continue in full force and effect through June 30, 2024. Pursuant to 26 M.R.S.A. § 964-A, the grievance arbitration provisions of the expired contract remain in effect until the parties execute a new contract. In any arbitration that is conducted, an arbitrator shall apply only those provisions enforceable by virtue of the static status quo doctrine and may not add to, restrict or modify the applicable status quo following the expiration of the Agreement unless the parties have otherwise agreed in the collective bargaining agreement.
- B. During the life of this Agreement, any provision may be reopened by written agreement between the Board and the Association. Any tentative agreement reached, shall be subject to ratification by the parties and attached to this Agreement.

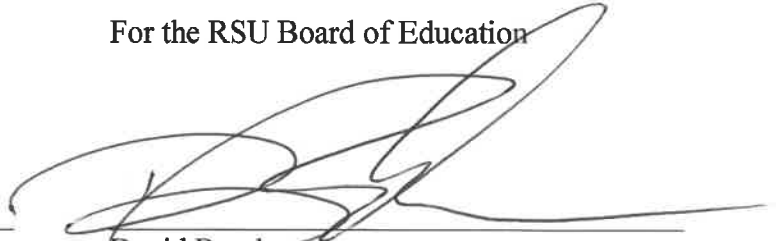
In witness whereof, the parties hereto caused this Agreement to be executed as indicated below.

For the RSU 23 Association



Lisa St. Louis
RSU 23 Education Association President

For the RSU Board of Education



David Boudreau
Chair of the RSU 23 Board of Directors

Appendix A- WAGE SCALES

2021-2022 RSU 23 Wage Scales												
Step	Custodians	Bus Drivers	Van Drivers	Ed Tech I	Ed Tech II	Ed Tech III	Trans Aides	Secretary	Admin	Cooks	Attendants	Managers
1	\$14.01	\$15.22	\$14.15	\$12.63	\$14.27	\$15.36	\$13.72	\$15.91	\$16.22	\$12.66	\$12.59	\$16.12
2	\$14.39	\$15.63	\$14.55	\$12.96	\$14.64	\$15.77	\$14.08	\$16.21	\$16.52	\$13.02	\$12.90	\$16.57
3	\$14.77	\$16.04	\$14.95	\$13.29	\$15.01	\$16.18	\$14.44	\$16.51	\$16.82	\$13.38	\$13.21	\$17.02
4	\$15.15	\$16.45	\$15.35	\$13.62	\$15.38	\$16.59	\$14.80	\$16.81	\$17.12	\$13.74	\$13.52	\$17.47
5	\$15.53	\$16.86	\$15.75	\$13.95	\$15.75	\$17.00	\$15.16	\$17.11	\$17.42	\$14.10	\$13.83	\$17.92
6	\$15.91	\$17.27	\$16.15	\$14.28	\$16.12	\$17.41	\$15.52	\$17.41	\$17.72	\$14.46	\$14.14	\$18.37
7	\$16.29	\$17.68	\$16.55	\$14.61	\$16.49	\$17.82	\$15.88	\$17.71	\$18.02	\$14.82	\$14.45	\$18.82
8	\$16.67	\$18.09	\$16.95	\$14.94	\$16.86	\$18.23	\$16.24	\$18.01	\$18.32	\$15.18	\$14.76	\$19.27
9	\$17.05	\$18.50	\$17.35	\$15.27	\$17.23	\$18.64	\$16.60	\$18.31	\$18.62	\$15.54	\$15.07	\$19.72
10	\$17.43	\$18.91	\$17.75	\$15.60	\$17.60	\$19.05	\$16.96	\$18.61	\$18.92	\$15.90	\$15.38	\$20.17
11	\$17.81	\$19.32	\$18.15	\$15.93	\$17.97	\$19.46	\$17.32	\$18.91	\$19.22	\$16.26	\$15.69	\$20.62
12	\$18.19	\$19.73	\$18.55	\$16.26	\$18.34	\$19.87	\$17.68	\$19.21	\$19.52	\$16.62	\$16.00	\$21.07
13	\$18.57	\$20.14	\$18.95	\$16.59	\$18.71	\$20.28	\$18.04	\$19.51	\$19.82	\$16.98	\$16.31	\$21.52
14	\$18.95	\$20.55	\$19.35	\$16.92	\$19.08	\$20.69	\$18.40	\$19.81	\$20.12	\$17.34	\$16.62	\$21.97
15	\$19.33	\$20.96	\$19.75	\$17.25	\$19.45	\$21.10	\$18.76	\$20.11	\$20.42	\$17.70	\$16.93	\$22.42
16	\$19.71	\$21.37	\$20.15	\$17.58	\$19.82	\$21.51	\$19.12	\$20.41	\$20.72	\$18.06	\$17.24	\$22.87
17	\$20.09	\$21.78	\$20.55	\$17.91	\$20.19	\$21.92	\$19.48	\$20.71	\$21.02	\$18.42	\$17.55	\$23.32
18	\$20.47	\$22.19	\$20.95	\$18.24	\$20.56	\$22.33	\$19.84	\$21.01	\$21.32	\$18.78	\$17.86	\$23.77
19	\$20.85	\$22.60	\$21.35	\$18.57	\$20.93	\$22.74	\$20.20	\$21.31	\$21.62	\$19.14	\$18.17	\$24.22
20	\$21.23	\$23.01	\$21.75	\$18.90	\$21.30	\$23.15	\$20.56	\$21.61	\$21.92	\$19.50	\$18.48	\$24.67
21	\$21.61	\$23.42	\$22.15	\$19.23	\$21.67	\$23.56	\$20.92	\$21.91	\$22.22	\$19.86	\$18.79	\$25.12
Off-Scale Increase	\$0.59	\$0.59	\$0.40	0.33	0.33	\$0.33	\$0.40	\$0.33	\$0.33	\$0.66	\$0.40	\$0.36
Groundskeepers will be paid based upon the custodian wage scale												

2022-2023 RSU 23 Wage Scales												
Step	Custodians	Bus Drivers	Van Drivers	Ed Tech I	Ed Tech II	Ed Tech III	Trans Aides	Secretary	Admin	Cooks	Attendants	Managers
1	\$14.60	\$15.81	\$14.55	\$12.96	\$14.60	\$15.69	\$14.12	\$16.24	\$16.55	\$13.32	\$12.99	\$16.48
2	\$14.98	\$16.22	\$14.95	\$13.29	\$14.97	\$16.10	\$14.48	\$16.54	\$16.85	\$13.68	\$13.30	\$16.93
3	\$15.36	\$16.63	\$15.35	\$13.62	\$15.34	\$16.51	\$14.84	\$16.84	\$17.15	\$14.04	\$13.61	\$17.38
4	\$15.74	\$17.04	\$15.75	\$13.95	\$15.71	\$16.92	\$15.20	\$17.14	\$17.45	\$14.40	\$13.92	\$17.83
5	\$16.12	\$17.45	\$16.15	\$14.28	\$16.08	\$17.33	\$15.56	\$17.44	\$17.75	\$14.76	\$14.23	\$18.28
6	\$16.50	\$17.86	\$16.55	\$14.61	\$16.45	\$17.74	\$15.92	\$17.74	\$18.05	\$15.12	\$14.54	\$18.73
7	\$16.88	\$18.27	\$16.95	\$14.94	\$16.82	\$18.15	\$16.28	\$18.04	\$18.35	\$15.48	\$14.85	\$19.18
8	\$17.26	\$18.68	\$17.35	\$15.27	\$17.19	\$18.56	\$16.64	\$18.34	\$18.65	\$15.84	\$15.16	\$19.63
9	\$17.64	\$19.09	\$17.75	\$15.60	\$17.56	\$18.97	\$17.00	\$18.64	\$18.95	\$16.20	\$15.47	\$20.08
10	\$18.02	\$19.50	\$18.15	\$15.93	\$17.93	\$19.38	\$17.36	\$18.94	\$19.25	\$16.56	\$15.78	\$20.53
11	\$18.40	\$19.91	\$18.55	\$16.26	\$18.30	\$19.79	\$17.72	\$19.24	\$19.55	\$16.92	\$16.09	\$20.98
12	\$18.78	\$20.32	\$18.95	\$16.59	\$18.67	\$20.20	\$18.08	\$19.54	\$19.85	\$17.28	\$16.40	\$21.43
13	\$19.16	\$20.73	\$19.35	\$16.92	\$19.04	\$20.61	\$18.44	\$19.84	\$20.15	\$17.64	\$16.71	\$21.88
14	\$19.54	\$21.14	\$19.75	\$17.25	\$19.41	\$21.02	\$18.80	\$20.14	\$20.45	\$18.00	\$17.02	\$22.33
15	\$19.92	\$21.55	\$20.15	\$17.58	\$19.78	\$21.43	\$19.16	\$20.44	\$20.75	\$18.36	\$17.33	\$22.78
16	\$20.30	\$21.96	\$20.55	\$17.91	\$20.15	\$21.84	\$19.52	\$20.74	\$21.05	\$18.72	\$17.64	\$23.23
17	\$20.68	\$22.37	\$20.95	\$18.24	\$20.52	\$22.25	\$19.88	\$21.04	\$21.35	\$19.08	\$17.95	\$23.68
18	\$21.06	\$22.78	\$21.35	\$18.57	\$20.89	\$22.66	\$20.24	\$21.34	\$21.65	\$19.44	\$18.26	\$24.13
19	\$21.44	\$23.19	\$21.75	\$18.90	\$21.26	\$23.07	\$20.60	\$21.64	\$21.95	\$19.80	\$18.57	\$24.58
20	\$21.82	\$23.60	\$22.15	\$19.23	\$21.63	\$23.48	\$20.96	\$21.94	\$22.25	\$20.16	\$18.88	\$25.03
21	\$22.20	\$24.01	\$22.55	\$19.56	\$22.00	\$23.89	\$21.32	\$22.24	\$22.55	\$20.52	\$19.19	\$25.48
Off-Scale Increase	\$0.59	\$0.59	\$0.40	0.33	0.33	\$0.33	\$0.40	\$0.33	\$0.33	\$0.66	\$0.40	\$0.36
Groundskeepers will be paid based upon the custodian wage scale												

2023-2024 RSU 23 Wage Scales												
Step	Custodians	Bus Drivers	Van Drivers	Ed Tech I	Ed Tech II	Ed Tech III	Trans Aides	Secretary	Admin	Cooks	Attendants	Managers
1	\$15.19	\$16.40	\$14.95	\$13.29	\$14.93	\$16.02	\$14.52	\$16.57	\$16.88	\$13.98	\$13.39	\$16.84
2	\$15.57	\$16.81	\$15.35	\$13.62	\$15.30	\$16.43	\$14.88	\$16.87	\$17.18	\$14.34	\$13.70	\$17.29
3	\$15.95	\$17.22	\$15.75	\$13.95	\$15.67	\$16.84	\$15.24	\$17.17	\$17.48	\$14.70	\$14.01	\$17.74
4	\$16.33	\$17.63	\$16.15	\$14.28	\$16.04	\$17.25	\$15.60	\$17.47	\$17.78	\$15.06	\$14.32	\$18.19
5	\$16.71	\$18.04	\$16.55	\$14.61	\$16.41	\$17.66	\$15.96	\$17.77	\$18.08	\$15.42	\$14.63	\$18.64
6	\$17.09	\$18.45	\$16.95	\$14.94	\$16.78	\$18.07	\$16.32	\$18.07	\$18.38	\$15.78	\$14.94	\$19.09
7	\$17.47	\$18.86	\$17.35	\$15.27	\$17.15	\$18.48	\$16.68	\$18.37	\$18.68	\$16.14	\$15.25	\$19.54
8	\$17.85	\$19.27	\$17.75	\$15.60	\$17.52	\$18.89	\$17.04	\$18.67	\$18.98	\$16.50	\$15.56	\$19.99
9	\$18.23	\$19.68	\$18.15	\$15.93	\$17.89	\$19.30	\$17.40	\$18.97	\$19.28	\$16.86	\$15.87	\$20.44
10	\$18.61	\$20.09	\$18.55	\$16.26	\$18.26	\$19.71	\$17.76	\$19.27	\$19.58	\$17.22	\$16.18	\$20.89
11	\$18.99	\$20.50	\$18.95	\$16.59	\$18.63	\$20.12	\$18.12	\$19.57	\$19.88	\$17.58	\$16.49	\$21.34
12	\$19.37	\$20.91	\$19.35	\$16.92	\$19.00	\$20.53	\$18.48	\$19.87	\$20.18	\$17.94	\$16.80	\$21.79
13	\$19.75	\$21.32	\$19.75	\$17.25	\$19.37	\$20.94	\$18.84	\$20.17	\$20.48	\$18.30	\$17.11	\$22.24
14	\$20.13	\$21.73	\$20.15	\$17.58	\$19.74	\$21.35	\$19.20	\$20.47	\$20.78	\$18.66	\$17.42	\$22.69
15	\$20.51	\$22.14	\$20.55	\$17.91	\$20.11	\$21.76	\$19.56	\$20.77	\$21.08	\$19.02	\$17.73	\$23.14
16	\$20.89	\$22.55	\$20.95	\$18.24	\$20.48	\$22.17	\$19.92	\$21.07	\$21.38	\$19.38	\$18.04	\$23.59
17	\$21.27	\$22.96	\$21.35	\$18.57	\$20.85	\$22.58	\$20.28	\$21.37	\$21.68	\$19.74	\$18.35	\$24.04
18	\$21.65	\$23.37	\$21.75	\$18.90	\$21.22	\$22.99	\$20.64	\$21.67	\$21.98	\$20.10	\$18.66	\$24.49
19	\$22.03	\$23.78	\$22.15	\$19.23	\$21.59	\$23.40	\$21.00	\$21.97	\$22.28	\$20.46	\$18.97	\$24.94
20	\$22.41	\$24.19	\$22.55	\$19.56	\$21.96	\$23.81	\$21.36	\$22.27	\$22.58	\$20.82	\$19.28	\$25.39
21	\$22.79	\$24.60	\$22.95	\$19.89	\$22.33	\$24.22	\$21.72	\$22.57	\$22.88	\$21.18	\$19.59	\$25.84
Off-Scale Increase	\$0.59	\$0.59	\$0.40	0.33	0.33	\$0.33	\$0.40	\$0.33	\$0.33	\$0.66	\$0.40	\$0.36
Groundskeepers will be paid based upon the custodian wage scale												