

REGIONAL SCHOOL UNIT #13

AND

SEACOAST EDUCATION ASSOCIATION

EDUCATION SUPPORT PROFESSIONALS

JULY 1, 2021 - JUNE 30, 2024

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PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (26 M.R.S.A., Sub-Section 961 974, as amended), the parties hereto have entered into this agreement in order to establish mutual rights.

ARTICLE 1. RECOGNITION

- A. This Agreement is for the bargaining unit comprised of Educational Support Professionals employed by Regional School Unit #13. All employees shall be classified into one or more of the following classifications: Administrative Assistant, Food Service, Food Service Assistant Manager, Food Service Manager, Bus Driver, Van Driver, Facilities, and Educational Technicians.
- B. This recognition constitutes an agreement to reach mutual understandings regarding matters related to wages, hours, working conditions, and contract grievance arbitration.

ARTICLE 2. GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which from time to time may arise affecting the terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.
3. Nothing herein contained shall be construed as limiting the right of any employee to include other members of the Association in any meetings contemplated in Sections D and E, below (reference Section F).

B. Definitions

1. A "grievance" shall mean a complaint by an employee, or the Association, that there has been a violation or inequitable application of the provisions of this Agreement. However, the only grievances which may be taken to arbitration are those disputes as to the meaning of application of the specific terms of this Agreement.
2. An "aggrieved person" is the employee(s) or the Association making claim.

3. A "party in interest" is the employee(s) or the Association making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. "Days" shall mean Monday through Friday, excluding legal holidays, snow days and emergency days.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each Level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement, but confirmed in writing.

2. A grievance will be deemed waived unless submitted in writing within twenty (20) days after the aggrieved person first knew of the events or conditions constituting the alleged grievance.

D. Informal Procedure

1. If an aggrieved person feels that they may have a grievance, they shall first discuss, within ten (10) days of the alleged violation of the Agreement, the matter with their principal or other appropriate administrator in an effort to resolve the problem informally.

2. The unit member shall have the right to have Association representation to assist them in efforts to resolve the grievance informally.

E. Formal Procedure

1. Level One - School Principal/Immediate Supervisor

a) If an aggrieved person is not satisfied with the outcome of the informal procedures, they shall present their claims as a formal grievance in writing within twenty (20) days after the aggrieved person was first officially notified in writing of the events or conditions constituting the alleged grievance.

b) The principal shall, as soon as practicable, but within ten (10) days after receipt of the written grievance, render their decision and the reason(s) therefore in writing to the aggrieved person, with a copy to the President and ESP Vice President of the Association.

2. Level Two - Superintendent of Schools

a) If the aggrieved person is not satisfied with the disposition of their grievance at Level One, they shall within five (5) days after receipt of the decision, or if no decision is made, within five (5) days after the date that the decision was due, file their written grievance with the Superintendent.

b) The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the aggrieved person and their Association representative(s) for the purpose of resolving the grievance.

c) The Superintendent shall, as soon as practicable, but within ten (10) days after the meeting, render their decision and the reason(s) therefore in writing to the aggrieved person, with a copy to the President and ESP Vice President of the Association.

3. Level Three - Regional School Unit Board

a) If the aggrieved person is not satisfied with the disposition of their grievance at Level Two, they shall, within five (5) days after receipt of the decision, or if no decision is made, within five (5) days after the decision was due, file the grievance with the Board.

b) The Board shall, within ten (10) days after receipt of the appeal, meet with the aggrieved person and with their Association representative(s) for the purpose of reviewing the grievance.

c) The Board shall, within ten (10) days after the meeting, render its decision and the reason(s) therefore in writing to the aggrieved person, with a copy to the President and ESP Vice President of the Association.

4. Level Four – Impartial Arbitration

a) If the Association is not satisfied with the disposition of the grievance at Level Three, the Association shall, within ten (10) days after receipt of the decision, or if no decision was made, within ten (10) days of the date the decision was due, submit the grievance to arbitration by so notifying the Board in writing.

b) The Chair of the Board or their designee and the President of the Association, or their designee in five (5) days after receipt of such written notice by the Board, 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 an additional five (5) days, they shall request the American Arbitration Association to propose the names of arbitrators in accordance with its rules of procedure.

c) The arbitrator selected shall confer promptly with the representatives of the Board and the Association, shall review the record of the prior meetings, and shall hold such hearings with the aggrieved person(s) and other parties in interest, as they shall deem requisite.

d) The arbitrator shall, in accordance with the Rules of the American Arbitration Association render their decision in writing to all parties in interest, setting forth their findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to render any decision which requires the commission of an act prohibited by law or which is a 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 party's subject to

judicial review as provided by law.

e) The cost of the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reasons of such participation.
2. The Association may, if it so desires, call upon the professional services of the Maine Education Association for consultation and assistance at any stage of the procedure.
3. Employees may be represented by the Association at any stage of the procedure.

G. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class 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.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. The Association shall fully indemnify and hold the District, Board and Superintendent completely harmless against any claims or suits of any nature which may arise by reason of the Board's compliance with the terms of this section.
4. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent, with the approval of the Association, and made available through the Association, so as to facilitate operation of the grievance procedure. (Appendix E)
5. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this procedure.
6. The withdrawal of settlement of a grievance by an individual shall bar further processing of the grievance on behalf of the individual by the Association but shall not bar the Association from proceeding with the grievance if it impacts other members.

ARTICLE 3. ASSOCIATION RIGHTS AND PRIVILEGES

A. Association Activities

1. At the beginning of every school year, the Association shall be credited with three (3)

unpaid days to be used by employees who are officers or agents of the Association at the national, state or local level. The use of days shall be at the discretion of the Association. The Association agrees to notify the Superintendent and the immediate supervisor in writing at least forty-eight (48) hours in advance. The Association shall reimburse the Board the rate of pay if a substitute is hired during the employee absence.

2. The Board agrees that a copy of the agenda of any regular and/or special Board meeting shall be e-mailed to the President and ESP Vice President of the Association at the same time every Board member's copy is mailed.

3. Copies of this Agreement shall be available on the district website within thirty (30) days after the Agreement is signed.

4. The Association is permitted use of district mailboxes, interoffice mail, and electronic mail to share information connected to the Association.

B. Association Access to Premises

1. Representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations.

2. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, subject to the approval of the principal of the building in question upon being notified in advance of the time and place of all such planned meetings.

3. The Association shall have the right to use school building facilities and equipment at reasonable times when such equipment is not otherwise in use. This shall not include facilities and equipment located in the office of any person excluded from this agreement. The Association shall pay for the reasonable costs of all materials and supplies incidental to use.

C. Association Bulletin Boards

The Board agrees to provide and maintain a suitable space in each building for the posting of official Association business, such as meeting notices and Association bulletins. The suitable space shall be in the form of a bulletin board or similar designated area appropriate for postings. The posting and removal of materials shall be conducted by the Association. The Association shall refrain from posting any material defamatory to the Board.

ARTICLE 4. EMPLOYEE RIGHTS

A. Disciplinary Action

1. The employer shall not formally discipline in writing, suspend, or discharge any non-probationary employee without just cause. In all cases involving discharge or

suspension of an employee, the employer shall notify: the employee, in writing, prior to said suspension or discharge, of the reason for the action taken.

2. Should an employee be charged or questioned during an investigation by a supervisor, the employee has the right to have a representative present.
3. Before any employee is suspended or discharged, they shall be given a hearing. The employer will notify the employee and the Association of the results of the suspension or discharge hearing.
4. Any employee discharged must be paid in full all wages owed them by the employer, including earned vacation pay, on the next pay date after the effective date of such discharge.
5. Any grievance regarding a suspension or discharge without pay may be initiated at Step 2 of the grievance procedure within ten (10) days of notification of the suspension or discharge.
6. An employee may be placed on paid administrative leave pending a hearing and determination.

B. Probationary Period

1. New employees shall serve a nine (9) calendar month probationary period and during such period may be discharged without recourse under this Agreement. For the purpose of this article, summer months will not count toward the probationary period for school year employees. The employee will be given a written evaluation at four (4) and eight (8) months.
2. Probationary employees shall have all contractual rights and benefits with the exception of just cause, reduction in force, and recall.

C. Personnel Files

An employee shall have the right to inspect their personnel file during regular business hours. No adverse material will be placed in an employee's personnel file unless the employee has received a copy. The copy must state that it will be put in the employee's file. The employee shall have the right to submit a written response to any material placed in their file.

ARTICLE 5. MANAGEMENT RIGHTS

The Board retains all rights and authority to manage and direct its workforce and to promulgate and enforce reasonable rules and regulations, except as otherwise specifically prohibited by this Agreement.

ARTICLE 6. WORK DAYS AND HOURS

A. Work Year

1. Calendar Year Employees are defined as working a minimum of 220 days per year.
2. School Year Employees are defined as working 175 to 219 days per year.
 - a) The parties recognize that the work year for school year employees is contingent upon the number of pupil days within the District. Nothing in this agreement shall interfere with the Board's right to extend or shorten the length of the school year.
3. Full-time Employee is defined as a Calendar or School Year employee who works at least 30 hours per week.

B. Work Week and Work Day (All)

1. The work day and work week shall be established by the Superintendent. The schedule and location are assigned and adjusted by the Superintendent or their designee as needed. The Board shall not reduce the work year or work day of an employee except in accordance with the Reduction in Force Article and as referenced in Article 6.A.2.a. Above.
2. The employee will not work more than the assigned hours in any week without prior approval of the Superintendent or their designee. Any time an employee exceeds forty (40) hours worked in any one week, all hours beyond forty (40) shall be paid at the overtime rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay. For purposes of computing overtime, paid holidays will be considered time worked. If an employee exceeds forty (40) hours as a result of aggregating hours from different positions at different rates of pay, the overtime pay rate shall be calculated based on the weighted blended method.
3. Breaks
 - a) Employees scheduled to work six (6) hours or more per day are entitled to an unpaid thirty (30) minute lunch break scheduled approximately in the middle of the work day.
 - b) Employees scheduled to work eight (8) hours or more per day will receive a single fifteen (15) minute rest period which will be counted as part of the workday and an unpaid thirty (30) minute lunch break scheduled approximately in the middle of the work day. The fifteen (15) minute break can not interfere with the employee's duties and can not be combined with the unpaid lunch break.
 - c) Additionally, an employee who works a ten (10) hour day is entitled to two (2) single fifteen (15) minute rest periods which will be counted as part of the workday.
4. Additional Hours (Custodians)

A voluntary on-call list for additional hours shall be established and distributed by the Superintendent, or designee at the start of each contract year. Non-probationary

Facilities staff and bus driver/custodians will have the option to sign up for additional hour opportunities and will be placed in order of seniority.

Employees may sign up for the voluntary additional hours list *after* the start of the contract year, but will be placed at the bottom of the list for the remainder of that contract year.

The process outlined below shall be used each time there is a known opportunity for additional hours, in the following order:

First, to non-probationary Facilities staff and bus driver/custodians on the voluntary rotation list; second, to other qualified employees, and third, to substitutes and/or temporary employees.

Once the additional hours have been accepted by an employee, the next time that additional hours are available, it will be offered to the next person on the seniority list.

5. Additional Hours (Bus Drivers)

a) Employees must request placement on the seniority rotations for trips during the week prior to September 1st, January 1st, and April 1st of each year. The Transportations Director, or *Trip Coordinator shall provide trip list sign-up sheets prior to the three cycles indicated above. Failure to request placement in a timely fashion will leave the employee off the rotation(s) until the next sign-up period. Two trip lists shall be posted at the beginning of each week, one list for Work Day trips during the school week and the second list for Non-Work Day trips. Drivers may sign up on one list or both. Drivers shall be allowed to pass on trips up to three (3) consecutive times before being removed from the rotation until the next sign-up period.

*The Trip Coordinator shall be defined as: An employee covered under this bargaining unit designated to create, coordinate, and help maintain the trip lists throughout the school year. The Trip Coordinator shall be compensated for the added responsibilities. Upon completion of the first year, the Trip Coordinator shall meet with the Superintendent or their designee to evaluate the duties and responsibilities of the position and revisit the stipend amount to assure it is an appropriate amount for the position.

1. Work Day Trip shall be defined as: A trip during the school week and during school hours. These trips shall be between the hours of 5:30 am - 1:30 pm.
2. Non-Work Day Trips shall be defined as: A trip during the week that shall require a substitute driver and would interfere with the driver's afternoon routes. These trips originate after 1:30 pm during the school week, or anytime of the day or night on weekends, holidays, and vacations.

- b) All requests will be completed by filling in and signing the RSU #13 Trip List Sign Up Form, which is attached to and is part of this contract. (Appendix B) Notwithstanding a) above, the Superintendent or their designee reserves the right to assign extra trips to drivers with less than 40 hours before proceeding to drivers with 40 hours. The Trip List Sign Up Form may be amended under the mutual agreement of both parties.
- c) Additional hours of work shall be offered on a rotating basis by seniority to available employees who have not obtained (or will not obtain) forty (40) hours for the week. Once an additional bus run has been assigned and accepted, the employee cannot be displaced because another run has been cancelled.
- d) If all part-time bus drivers have obtained (or will obtain) forty (40) hours, refuse the additional hours, or are unavailable, the additional hours will be offered to full-time employees based on seniority.
- e) If all bus drivers refuse additional hours, the Superintendent or their designee may assign the least senior driver to perform the required work.
- f) Trips that are scheduled by the District and are cancelled without notifying the driver, due to an error by the District, will result in the scheduled driver being compensated for the missed additional hours scheduled for the trip or a maximum of two (2) hours.
- g) Drivers that request to be on the trip seniority rotation shall be reimbursed up to \$10 per meal when students stop for food. In order to be reimbursed, receipts must be provided.

6. Calendar Year Staff (Summer and Shift Differential)

- a) The Superintendent or their designee may, from the first Monday after summer recess begins until two weeks before the start of school, allow Calendar Year staff to work a modified week which may include four (4) ten (10) hour days.
- b) If the July 4th holiday falls on a scheduled ten (10) hour work day, the employee shall then receive ten (10) hours holiday pay. If July 4th falls on a non-work day, then the holiday will be recognized on the work day closest to the holiday within the same work week.
- c) 2nd-shift Facilities staff will receive a \$0.25 shift differential. 2nd shift means a regularly scheduled shift starting between 2 and 3 pm and ending between 10 and 11 pm.

C. Delays & Cancellations (due to weather or emergency)

- a) When school has been delayed or released early for students and staff, calendar and school year staff shall receive a normal day's pay.
- b) When school has been cancelled for students and staff; Calendar Year staff shall be provided with work opportunities that are as close to normal hours as possible and still provide the necessary coverage of all buildings or be offered the opportunity for make-up hours recognizing overtime might result. School Year staff will be offered the same

opportunity for make-up hours as Calendar Year staff if the cancelled day(s) will not be made up. The employee's supervisor will determine the work schedule on days when school is not in session and will make the opportunities for make-up hours available, understanding that some staff may refuse the make-up hours.

c) In the event a school day has been cancelled and will not be made up, staff have the option to use any available personal leave or vacation time to receive a full day's pay.

D. Call In/Weekend Checks

a) Call In - Any employee called back to work during non-working hours shall be paid, a minimum of two (2) hours for each call-in; provided there is less than a twenty-four (24) hour advance notice.

b) Weekend Checks - Weekend building checks will be offered to qualified staff and subject to normal overtime rules, if applicable.

E. Supervisors will be permitted to perform bargaining unit work on a short-term basis or for training purposes, but not to replace a bargaining unit position.

F. Nothing in this Article shall eliminate the Board's right to create new positions.

ARTICLE 7. JOB DESCRIPTIONS

A. Each employee, and the Association, shall be provided with a current written job description upon hire which accurately describes the job responsibilities. All employees shall be assigned a job classification consistent with the assigned duties and responsibilities of the position.

B. The employee and the Association shall receive, within thirty (30) days, a copy of any job description that is created, changed or modified.

ARTICLE 8. EVALUATION

Employees shall be evaluated according to Board Policy and district-wide procedures by their immediate supervisor, who shall meet with them to discuss the evaluation. A copy of the written evaluation shall be given to the employee being evaluated. The employee shall have the opportunity to sign the evaluation report that is to be placed in the employee's file. Signing their evaluation does not necessarily mean the employee is in agreement. The employee shall be able to respond in writing to any and all areas of the evaluation and have such response attached to the evaluation in the personnel file.

ARTICLE 9. VACANCIES, SENIORITY, LAYOFF AND RECALL

A. Posting of Vacancies

1. Employees shall be notified of all vacant or new positions by electronic mail and shall have ten (10) calendar days from the date of the electronic notification to apply. All employees will have access to the electronic postings through school computers.

Appropriate computer skill training will be provided on work time for any employee who requests assistance.

2. Vacancies shall be filled in accordance with Article 9.B.

B. Filling of Vacancies

1. Current employees in the bargaining unit who can demonstrate the required skills and abilities and/or hold proper certification shall be given preference for any vacancy, including temporary work beyond the school year, for which the employee applies. As part of the determination of "qualified," the most recent completed performance evaluation can be considered. The posted position will be filled by the most senior qualified applicant who can fulfill the job description.

C. Layoffs

1. Positions within the bargaining unit shall not be eliminated without bona fide reasons.

2. Whenever the Board makes a decision to eliminate a position, the Superintendent must notify the affected employee, in writing, as soon as possible and at least thirty (30) calendar days prior to the date the position is eliminated.

3. A copy of said notification shall be sent to the President and ESP Vice President of the Association at the same time as the employee is notified.

D. Resignations

Employees shall give the Board at least 2 weeks written notice of the employee's intent to quit employment. The Board may accept the resignation immediately without further obligation to the employee other than the payment of wages, including 2 weeks pay, if scheduled, and other earned compensation.

E. Seniority Lists

1. The Board will annually, by October 1st, provide to all employees an updated seniority list which shall include date of hire and current job classification(s).

2. The seniority list shall be brought up to date annually by the Superintendent in cooperation with the Association.

3. Seniority shall be defined as the length of continuous service in RSU 13 and shall be assessed from the most recent date of hire.

4. Continuous service in RSU 13 for employees who were employed by MSAD 5 or 50 on June 30, 2009, and who have not had a subsequent break in service, shall be assessed from the most recent date of hire with the MSAD that s/he was employed by on June 30, 2009.

a) Approved leaves of absence of one year or less shall not constitute a break in

service for purposes of seniority only.

5. An employee with a work year of less than twelve (12) months shall not be considered to have a break in service during the months which are not included within the employee's work year.

6. Employees whose regular hours average less than 4 hrs. per day will not earn seniority for any period of employment for which these hours apply, even though they advance on the salary schedule annually.

F. Reduction in Force

1. Reduction in Force (RIF) shall mean the discontinuance of a position for any reason.

2. In the event of a RIF, the employee(s) with the least seniority within the job classification (see J Definitions below) in which the position was eliminated shall be laid off.

3. If the employee who would be laid off has greater seniority than an employee in or another job classification of an equal or lower tier (see J Definitions below), for which the potentially impacted employee has the required skills and abilities as well as greater seniority, then the employee with the least seniority in other classification of an equal or lower tier shall be laid off.

4. No employee who is subject of a RIF may displace another employee if they cannot satisfactorily demonstrate to the Superintendent or their designee that through training and/or experience that they possess the skills to perform the particular job. A determination by the Superintendent that an employee does or does not possess the skills to perform the particular job shall not be subject to the Grievance Procedure.

5. An employee whose position is being eliminated shall not be required, but may choose to accept a position with less hours.

G. Continuation of Benefits

Employees who have been laid off shall be eligible to participate at their cost in group life and health insurance according to COBRA guidelines. Employees who desire to maintain life and health insurance in accordance with this Article must so notify the Board in writing, and will pay their premiums monthly before the due date of premium as set forth by the insurance company.

H. Recall List

1. The Superintendent shall notify the President and ESP Vice President of the Association of all employees who are to be laid off at the time notice is given to each employee.

2. The Superintendent shall maintain a recall list of all employees who are on layoff status. The recall list shall be posted in each school and a copy shall be provided to the President and ESP Vice President of the Association.

3. Employees who have been laid off shall remain on the recall list for up to two (2) years.

I. Recall

1. In the event of a Reduction in Force (RIF), employees shall be recalled in reverse order of layoff.
2. Employees re-employed from the recall list within two (2) years after a layoff shall retain their same wage step and benefits, including accumulated sick leave days, granted vacation day status, and seniority accumulated prior to the layoff.
3. Notice of recall shall be given by certified mail to the last address given to the Board by an employee. A copy of the notice of recall will be given to the President and ESP Vice President of the Association at the same time the notice is mailed to the employee.
4. Failure of an employee to respond or accept recall within ten (10) days shall automatically result in forfeiture of all further rights to recall.

J. Definitions

1. For purposes of this Article "job classification" shall mean
 - a) Administrative Assistant
 - b) Bus Driver
 - c) Van
 - d) Facilities 1
 - e) Facilities 2
 - f) Ed Tech 1
 - g) Ed Tech 2
 - h) Ed Tech 3
 - i) Food Service
 - j) Food Service Asst. Manager
 - k) Food Service Manager

2. "Tier 1" employees shall be defined as Educational Technician 3's and Food Service Managers. "Tier 2" employees shall be defined as Educational Technician 2's and Food Service Assistant Managers. "Tier 3" employees shall be defined as all other employees.

ARTICLE 10. LEAVES

A. Sick Leave

1. Each employee who is scheduled to work twenty (20) or more hours weekly shall accrue up to thirteen (13) days sick leave, with pay. Sick days will accrue based on full months worked (defined as 4 weeks), including school year breaks (September through June).
2. Employees scheduled to work less than forty (40) hours per week shall be eligible for prorated benefits described in this Article.
3. Employees may draw down anticipated annual accrued sick time, recognizing that sick leave may be negative, once their total sick leave accrual has been exhausted.
4. All unused sick leave at the end of the year will accumulate up to a total of one hundred fifty (150) days. Should an employee have used more sick leave than what has been earned at the time of termination of employment, the employee shall reimburse the Board for unearned sick leave which they have received. Employee leave balances shall be reflected every paid period via an employee's pay stub.
5. Up to twelve (12) days per year of sick leave may be used in the event of illness in the employee's immediate family. Immediate family shall be defined as a spouse, domestic partner, child, parent, grandparent, grandchild, sister, brother, including in-laws and step-relations. The employee shall have the right to request from the Superintendent approval of special cases.
6. Whenever an employee is absent from work due to a personal or family illness or injury lasting four (4) days or more, the employee must present a note from a health care provider explaining the reasons for the employee's absence upon the employee's return to work. The Board will pay the difference between the cost of obtaining such documentation and the amount covered by insurance. Failure to provide such documentation in a timely manner shall result in the denial of sick leave days. All medical documentation will be maintained in confidential files, consistent with legal requirements.
7. Attendance is a relevant factor in assessing employee performance. Therefore, the Superintendent/Administration has the discretion to require appropriate documentation whenever they suspect that sick leave is being used for other purposes, or whenever there appears to be a pattern of absences that they believe warrants further investigation. Examples of such patterns include, but are not necessarily limited to, consistent Monday and/or Friday absences; absences just before or after vacation periods or holidays, and frequent, short, unscheduled absences without a documented medical reason.

Employees who consistently utilize all or most of their sick days within a year, although within the amounts permitted under the collective bargaining agreement, or use sick leave days in a manner suggesting misuse, shall be subject to corrective action, up to and including discharge.

8. An employee with a long-term illness that extends beyond eligible sick leave, including sick leave bank leave, may request a leave of absence for one (1) year without pay, district contribution for benefits, or increment. Requests for such leave must be accompanied by a statement from a regularly licensed physician that such leave is medically necessary. Requests for such leave will not be unreasonably denied. Upon returning from such leave, the employee will be assigned the same classification, if available, or if not, to a substantially equal position.

9. Sick leave may be used for medical appointments that cannot be scheduled outside working hours and will be rounded up to the nearest two (2) hour interval.

10. Staff requesting sick leave for surgery must provide documentation from their surgeon that the surgery is medically necessary versus elective. For purposes of this Section, elective surgery means that a delay in the surgery would not adversely impact the employee. For school year employees, elective surgery is expected to occur outside of the staff member's work year.

B. Retirement Sick leave

After fifteen (15) years of continuous service, employees shall receive 1.5 days per year of continuous service at the rate of pay of their most recent completed contract year to a maximum of thirty (30) days, provided that the employee has that many days accumulated in their accrued sick leave. The "day", which will not exceed \$125, adjusted annually by the Boston area CPI, will be prorated based on the average budgeted daily hours for that employee for the most recent five (5) contract years.

C. Employees hired prior to July 1, 2009, shall, after fifteen (15) continuous years of service, be paid a severance of up to thirty (30) accumulated sick days at the current rate of pay provided the employee has thirty (30) days accumulated.

D. Workers' Compensation

In cases of injury covered by Workers' Compensation Law, an employee will be paid from their accumulated sick leave the difference between the amount of their regular net after tax pay and the amount that they received under Workers' Compensation. This difference shall be charged on a pro-rata basis to the employees' accumulated sick leave and will cease when their accumulated sick leave is exhausted, subject to eligibility for sick leave bank days. In no case will an employee receive double compensation under both the sick leave policy and the Worker Compensation Law.

E. Family Medical Leave

All leave granted under provisions of this section that is also eligible leave under the Family Medical Leave Act. (FMLA) shall run concurrently, as opposed to consecutively, with any FMLA leave.

F. Sick Leave Bank for Serious Illness or Injury

1. It is the intent of the Board to establish a Sick Leave Bank that can be accessed by all eligible employees. Access to the bank is reserved to employees who have suffered a serious illness or injury that renders the employee unable to return to work for a temporary period of time because of hospitalization, medical treatment, and/or recovery. Eligible employees are those employees entitled to personal sick time. New employees will become eligible to participate in the Bank ninety (90) days after date of hire. For the purposes of this Article, serious illness or injury shall mean an illness or injury which is unforeseen, requires immediate medical attention, and involves significant bodily impairment.
2. In order to participate in the Sick Leave Bank, employees must contribute one (1) day of personal sick leave annually. For employees that have accumulated beyond the maximum of 150 sick days, the Board will make the contribution to the sick leave bank for that year. This sick leave day will be deducted automatically within fourteen (14) days of the start of the contract year for returning employees. New employees must contribute one (1) day within thirty (30) days after becoming eligible for the bank. If an employee wishes to discontinue participation, they must inform the Superintendent in writing prior to the start of the contract year. The RSU shall annually contribute to the Sick Leave Bank an equal number of days. If the Sick Leave Bank is depleted, this process shall be repeated.
3. An employee must have exhausted their accumulated sick leave days prior to accessing the use of the Sick Leave Bank. The maximum number of days an employee may withdraw from the Bank shall be equal to four (4) times the number of personal sick days the employee had accrued at the start of the illness or injury necessitating the need for sick bank days (if disputed, as established by a doctor's certificate), except that in no event may an employee use more than one hundred (100) days in any three (3)-year period.
4. In order to utilize days from the Sick Leave Bank, the employee must submit to the Superintendent a Sick Leave Bank Form (Appendix C) accompanied by a detailed physician's statement or disability form completed by the physician outlining the nature of the employee's illness or injury and anticipated duration of the resulting incapacitation. The use of the Sick Leave Bank excludes normal pregnancy, childbirth with no complications, and non medically-necessary surgery. The Superintendent will notify the President and ESP Vice President of the Association of all requests, granted and/or denied, for the Sick Leave Bank use.
5. Sick leave days contributed to the Sick Leave Bank cannot be reclaimed by the employee. All unused days left in the Bank on June 30 of each year shall not carry forward.
6. Sick Leave Bank days are not to be used on a sporadic basis as a substitute for individual sick leave days. Sick Leave Bank days are not to be used for family illness. When an employee receiving Workers Compensation has exhausted all of his or her personal sick leave, the employee may access the Sick Leave Bank under the same procedure as outlined in Article 10D of this Agreement.

7. Nothing in this article shall prevent the Board and Association from jointly exploring a short and/or long term disability insurance plan to replace the sick leave bank. No changes will be made without Board and Association participation and approval.

G. Bereavement Leave

1. Employees will be granted up to five (5) days per event with pay in the event of a death in their immediate family. Immediate family shall be defined as spouse, child, grandparent, grandchild, mother, father, sister, brother, father-in-law, mother-in-law, step-relation, domestic partner, or other person with whom the employee can show they had a close relationship similar to that of an immediate family member. Up to two (2) days shall be granted in the event of the death of a relative outside the employee's immediate family as described above.

2. Additional days may be requested from the Superintendent, and if granted, will be deducted from sick leave.

H. Personal Leave

The Board shall grant employees up to five (5) days paid leave for any purpose including emergency, illness, sudden necessity, and school cancellation if the school day will not be made up. Leave taken for any purpose other than stated under this section must be requested in writing to the Superintendent or their designee at least three weeks in advance and must be scheduled to prevent undue hardship to the District as reasonably determined by the Superintendent or their designee. Unused personal leave shall be added to sick leave accumulation provided such addition of days does not exceed the one-hundred fifty (150) sick leave accumulation limit. Unless waived by the Superintendent, personal leave will not be allowed retroactively.

I. Other Leaves

1. Additions to present leaves and/or additional leaves of absence either with or without pay may be granted at the discretion of the Board/Designee.

a. The Board agrees that up to one (1) employee shall, upon request, be granted a leave of absence without pay, district contribution for benefits, or increment for the purpose of engaging in activities of the SEA, the MEA or the NEA. If elected to office as President in either the MEA or NEA, they would be granted up to three (3) years leave.

b. Any employee elected to serve as a State or Federal official shall, upon request, be granted a leave of absence without pay, district contribution for benefits, or increment for the duration of the term in office.

2. Benefits to which an employee was entitled at the time their leave commenced, including accumulated sick leave, shall be restored upon the employee's return from a leave of absence.

The employee shall be assigned to the same or comparable position held at the time the leave commenced.

3. Employees granted unpaid leave of absences, may continue health and dental benefits for up to 1 year at their own cost. After 1 year, COBRA will be made available.

ARTICLE 11. HOLIDAYS

A. The following thirteen (13) days will be paid holidays. Holiday pay will not be affected by pre-approved leaves.

Labor Day	New Year's Day
Indigenous Peoples Day	Martin Luther King Jr. Day
Veteran's Day	President's Day
Thanksgiving Day	Patriot's Day
Day after Thanksgiving	Memorial Day
Christmas Day	Fourth of July**
	Juneteenth**

**To be eligible for holiday pay on these days, the employee must be scheduled to work the work day before and the work day after the holiday.

B. Employees scheduled to work less than forty (40) hours per week shall be eligible for prorated benefits described in this Article.

ARTICLE 12. VACATIONS

A. A full time calendar year employee shall receive paid vacations based upon years of service as an employee in RSU 13 in accordance with the following:

<u>Year of Service</u>	<u>Annual Vacation</u>
Year 1	1 day per month beginning with the 3rd full month
Years 2-5	2 weeks (10 days)
Years 6-11	3 weeks (15 days)
Year 12 and on	4 weeks (20 days)

B. Except with the approval of the immediate supervisor and the Superintendent, all vacation shall be taken while school is not in session.

C. Employees who begin work between July 1 and January 1 shall be given credit for a full year of employment for the purposes of progression of vacation days.

D. Employees scheduled to work fewer than forty (40) hours per week shall receive prorated benefits described in this Article.

E. Employees shall not be allowed to carry over more than ten (10) days of vacation. Employees shall be allowed to carry forward additional vacation days if an exception is approved by the Superintendent. Requests shall not be unreasonably denied.

F. Former school year MSAD 50 Food Service employees will be paid, in lieu of vacation they no longer receive, the equivalent of the number of vacation days they were eligible to receive in the 2011-2012 school year at their 2011-2012 rate of pay. Employees will receive this pay in two lump-sum payments (one in the first pay period of December and the other in the first pay period of June), beginning in the 2014-2015 school year. In the event that an employee's hours are reduced, said payments will be reduced proportionally. The list of these employees and their vacation days are attached to this agreement. (Appendix D)

ARTICLE 13. PROFESSIONAL DEVELOPMENT

A. The Board shall grant employees paid leave during regularly scheduled work hours to attend conferences and workshops for professional development. Conferences and workshops must be related to upgrading skills and/or obtaining new skills in areas directly related to their position. The employee must receive prior written approval from the immediate supervisor and Superintendent or their designee. If attendance at training is required on a non-work day, the employee shall receive their regular hourly rate of pay. Conference and workshop expenses will be paid by the Board with prior written approval from the immediate supervisor and Superintendent or their designee.

B. The Board may reimburse employees for other professional development with prior approval from the Superintendent or their designee.

C. Employees will have access to all staff development programming provided by the District, with prior approval from the immediate supervisor and the Superintendent or their designee on a space available basis. Employees required to attend shall receive their regular hourly rate of pay. All others will be offered the opportunity to attend on a volunteer basis, without pay, on a space available basis.

D. Course Approval

1. Course approval must be obtained from the Superintendent prior to the course being taken.
2. The employee must have worked for the Board for a minimum of two (2) years.
3. The Board will reimburse an employee for no more than two (2) college credit courses (up to six [6] credit hours) per contract year at the University of Maine tuition rate or four (4) college credit courses at the Maine Community College System rate at the time the course is approved.
4. In the event that the tuition cost exceeds the University of Maine Orono tuition rate, such cost

shall be the responsibility of the employee.

5. An employee shall be reimbursed for all required course fees in an amount not to exceed the total fee amount being charged by the University of Maine Orono at the time the course is approved. In no case shall late fees be reimbursed.

6. Reimbursement of tuition and required fees will not be provided if the employee:

- a) Fails to successfully complete the course by achieving a grade of C+ or better;
- b) Withdraws from the course prior to completion; or
- c) Gives notice of resignation from RSU 13.

7. An employee receiving reimbursement under this section who voluntarily leaves the district within one (1) full contract year after the completion of the course, will be required to reimburse the district.

ARTICLE 14. WAGES

A. All steps shall be granted on the first day of the contract year. An employee who begins work from July 1 to December 31 shall be given credit for a full year of employment for the purposes of progression on the wage scale. An employee who begins work from January 1 to June 30 shall not be granted a step until the second July 1 subsequent to their hire date.

B. Placement of Salary Scale

For the purposes of initial placement on the wage scale, Education Support Professionals, excepting Educational Technicians, may be granted years of work related experience outside the public school setting at the discretion of the Superintendent provided that the step level has been determined in consultation with the President and ESP Vice President of the Association prior to making an offer of employment. Written justification for all experience recognized outside of the public school setting will be placed in the employee's file. Educational Technicians will be placed on the step level that matches their years of experience in a public school setting. Absent agreement, the new hire will be placed according to their actual experience in public education.

It is the understanding of the Board and the Association that, for the term of this contract, any current employee of the district who is covered under this collective bargaining agreement that may have years of related experience that were not counted in their initial placement, shall upon request have these years evaluated and if justified, placement on the wage scale will be adjusted.

C. Wages are based on the position worked and may be limited by the certifications held. Current Bus Driver/Custodians will continue to be paid at the bus driver rate.

D. Pay: Employees shall choose to be paid based on one of the following. The option shall be selected prior to the first pay date of the employee's work year.

1. Actual Hours Worked: Bi-weekly time cards shall be signed by the employee and supervisor prior to the required payroll deadline.

2. Annualized pay (School Year): Annual pay will be computed for the employee based on pay rate, budgeted hours per day, and budgeted days per year, including work days, holidays, and vacation days. This will be divided into the total amount of September through June pay periods, starting on the first pay date in September. This option is available after the first full year of employment. The employee will continue to turn in a biweekly time card.

a) Changes in the employee's scheduled weekly hours, reductions in pay such as unpaid leave, and variations in pay, such as overtime pay shall be reconciled at least 3 times per year, including the last pay period in June.

3. Annualized pay (Calendar Year): Annual pay will be computed for the employee based on pay rate, budgeted hours per day, and budgeted days per year, including work days, holidays, and vacation days. This will be divided into 26 pay periods, starting on the first pay date in September. This option is available after the first full year of employment. The employee will continue to turn in a biweekly time card.

a) Changes in the employee's scheduled weekly hours, reductions in pay such as unpaid leave, and variations in pay, such as overtime pay shall be reconciled at least 4 times per year, including the 26th pay period.

E. Wage Schedule

(Appendix A)

F. Payroll Direct Deposit

1. Employees' payroll checks shall be direct deposited into a financial institution account of an employee's choice. Employees who wish not to have payroll checks direct deposited shall submit a written request to the Superintendent and understand that the availability of wages may be delayed. Requests shall not be unreasonably denied.

2. Employees approved not to participate in direct deposit will have their paycheck available at the business office prior to the close of business, as occasionally adjusted, on the last day of the work week which includes a pay day. Checks not picked up by then will be sent the following business day through interoffice mail unless other arrangements are made in writing.

G. Payroll Deductions

1. The Board agrees that payroll deductions are available to eligible employees upon written request. Examples of such requests would be: Health Insurance, Association

Dues, Maine State Retirement, Life Insurance, Tax Shelter Deferred Plans (i.e. 403B Plans), and financial institutions.

2. The employer shall forward all Association dues and fees so collected to the Treasurer of the Association before the end of each month in which deductions were made. In the event dues are deducted each week, the employer shall forward such dues and fees to the Treasurer of the Association before the tenth (10th) day of the month following the month in which deductions were made.

3. The Association shall indemnify and save the employer harmless against all claims and suits which may arise by reason of any action taken in making deductions of any dues and fees and remitting the same to the Association pursuant to this Article.

ARTICLE 15. INSURANCE

A. Cash in Lieu

1. Any employee eligible to participate in one of the Board sponsored Health Insurance Plans who elects not participate in such plans for the entire contract year shall receive additional compensation of \$3,000, subject to applicable employment tax withholding, payable by lump sum no later than June 30th of such contract year provided that prior to the end of the contract year the employee certifies in writing that they have received ACA approved health coverage under another employer's group health plan (such as a spouse's employer's health plan) for the entire contract year.

2. Employees scheduled to work twenty or more hours, but fewer than thirty (30) hours per week shall be eligible for prorated Cash in Lieu compensation as compared to 40 hours benefits described in this Article.

B. Should an employee be eligible for and elect to participate in one of the Board sponsored plans which include all Anthem MEA Benefits Trust plans, the Board will provide group health insurance on a twelve month basis as follows:

1. For employees regularly scheduled to work thirty (30) or more hours per week, the Board will pay up to the following amounts depending on the level of coverage selected by the employee.

a) Choice Plus

1. Single - 100%

2. Dependent Plans - calculated at 100% of the cost of single subscriber plus 65% of the difference between single subscriber and eligible* dependent coverage for which the employee subscribes.

b) Standard

Board's contribution is limited to the amount as calculated for Choice Plus. Any additional cost is the responsibility of the employee.

c) Standard 500

1. Single – 100% plus \$250 lump sum payment.
2. Dependent Plans -- limited to the amount as calculated for Choice Plus for eligible* dependent coverage for which the employee subscribes.

d) Standard 1000

1. Single – 100% plus \$500 lump sum payment.
2. Dependent Plans – limited to the amount as calculated for Choice Plus for eligible* dependent coverage for which the employee subscribes.

2. Employees who begin work between July 1 and January 1 shall be given credit for a full year of employment for purposes of progression of dependent coverage premium contributions.

3. For those employees scheduled to work twenty (20) or more hours but fewer than thirty (30) hours per week the Board will pay a prorated benefit for Section A (1) above or Sections B and D below, based upon time worked compared to 40 hours. For those employees scheduled to work less than twenty (20) hours per week the Board will provide health insurance benefits with no Board contribution.

4. Payroll deductions will be allowed on a pretax basis, if elected by the employee and as provided by law.

5. If an employee and spouse/domestic partner are both employed by RSU 13, the employees shall combine the benefit so that the Board pays no more than the total cost of the Choice Plus Family plan as selected by the employee. The total amount of benefits, including cash in lieu payments, provided under this article to an employee and a spouse/domestic partner, when both are employed in RSU 13, shall not exceed the total premium cost of the Choice Plus Two Adults Plan (or Choice Plus Family Plan if other dependents are enrolled in the plan).

6. Employees requesting health coverage for a spouse may be required to complete a certification form upon enrollment in the Board's plan, and each year thereafter, concerning their spouse's eligibility for health insurance. The Board may require further documentation as it deems appropriate.

C. Domestic Partner Option

If an employee is eligible to participate in the domestic partner option offered by the health insurance carrier and elects such coverage, the cost shall be paid by the Board in the same manner as it would for an eligible* spouse.

*For purpose of these provisions (B & C), "eligible" shall mean access to employer paid group health insurance provided by MEA Benefits Trust, regardless of the plan design or cost to the spouse, provided that the employer pays a portion of the spouse's/employee's health insurance premiums. Any spouse who elects additional compensation in lieu of taking benefit will be ineligible.

D. Dental Insurance

The Board will provide single subscriber Delta Dental Insurance coverage (Option #4) at no cost to employees who work thirty (30) hours or more per week. The employee may cover their dependents provided additional costs are paid by the employee.

ARTICLE 16. MISCELLANEOUS PROVISIONS

A. Physical Examinations

The Board shall require each employee who operates a bus to have an annual physical. Physical examinations may be scheduled during working hours at a time approved by the supervisor. The Board may select its own physician at no cost to the employee. Should an employee wish to be examined by a physician of their choice in lieu of the Board's full paid examination, the Board shall reimburse the employee for any cost not covered by health insurance up to a maximum of \$100 (one hundred dollars) per year.

B. Mileage/Travel

Employees shall be reimbursed at the State of Maine mileage rate, or Board approved rate (whichever is higher) for required and/or approved work-related travel. Approved travel will be paid on a reimbursement basis and be limited to the per diem rates for lodging, meals, and incidentals set by the United States General Services Administration. (<https://www.gsa.gov/travel/plan-book/per-diem-rates>).

C. Jury Duty

Employees who are called to serve on jury duty shall receive their regular rate of pay.

D. Administration of Medications

No employee shall be required to dispense any medication to a student or perform any medical procedure upon a student, with the exception of emergency first aid, without advance written permission from the student's parent or legal guardian, and without annual instruction from a school nurse. The student's medication form with appropriate signatures shall meet the written permission requirement. The Board shall indemnify and hold harmless the employee against any claims resulting from the proper administration of such medication or the performance of such medical procedures.

E. Non-Discrimination

The Board and the Association agree not to discriminate against any individual based on race, color, religious creed, national origin, sex, age, marital status, sexual orientation, or membership or non-membership in the Association.

F. Clothing and Equipment Allowance

1. Any tools owned by an employee that the Board requires the employee to furnish that are lost or damaged in the line of work will be replaced by the Board.
2. Non-instructional employees (Transportation, Facilities, and Food Service) will receive a \$150 annual allowance to purchase approved district clothing.
 - a) A new employee will receive 1.5 times this amount the first year.
 - b) The district will provide several color options as well as different items to choose from for the various departments entitled to this benefit. Employees will not be required to wear 'matching' uniforms.
 - c) An employee may be reimbursed for the purchase of job appropriate footwear, if available, and contingent upon the employee's current uniform sufficiency. This amount will be deducted from the employee's annual clothing allowance in the current year.
 - d) Employees may carry over the unused portion of this allowance.
 - e) The clothing allowance carries no cash value.

G. Retirement

The Board will match a contribution to a retirement plan of the employee's choosing up to four percent (4%) of the employee's annual wages.

ARTICLE 17. SAVINGS AND SEPARABILITY

A. If any article or section of this Agreement or any supplements or riders thereto should be held invalid by operations of law or if compliance with enforcement of any article or section should be restrained by such court pending a final determination as to its validity, the remainder of the Agreement and any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held valid or as to which compliance with or enforcement has been restrained, shall not be affected thereby.

B. In the event any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into collective bargaining in accordance with existing statutes.

ARTICLE 18. EXTRA CONTRACT AGREEMENT

The Board agrees not to enter into any agreement of contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 19. DURATION OF AGREEMENT

This Agreement shall extend from July 1, 2021, or date of execution, whichever is later, through June 30, 2024, *except that the wage agreement shall be retroactive to July 1, 2021, for all employees employed as of the execution date of this agreement.*


IN WITNESS WHEREOF, the parties hereto set their hand by their duly authorized representatives this 27 day of October, 2021.

Seacoast Education Association

RSU 13 School Board

Lynn Snow, President

Loren Andrews, Chairperson

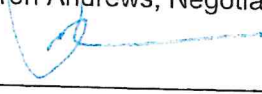




Kevin Moholland, ESP Vice President

Loren Andrews, Negotiations Chair





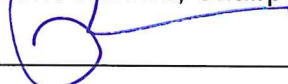
As amended, May 26, 2022

Seacoast Education Association RSU 13 School Board

Lynn Snow, President

Loren Andrews, Chairperson

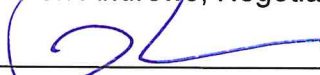




Kevin Moholland, ESP Vice President

Loren Andrews, Negotiations Chair





FY22	Transportation			Facilities		Educational Technicians			Nutrition
	Adm Asst	Bus Driver	Van	Facilities 1	Facilities 2	Ed Tech 1	Ed Tech 2	Ed Tech 3	Food Svc
0	\$ 17.70	\$ 18.70	\$ 16.70	\$ 15.70	\$ 17.20	\$ 13.70	\$ 15.70	\$ 17.70	\$ 14.70
1	\$ 17.90	\$ 18.90	\$ 16.90	\$ 15.90	\$ 17.40	\$ 13.90	\$ 15.90	\$ 17.90	\$ 14.90
2	\$ 18.10	\$ 19.10	\$ 17.10	\$ 16.10	\$ 17.60	\$ 14.10	\$ 16.10	\$ 18.10	\$ 15.10
3	\$ 18.30	\$ 19.30	\$ 17.30	\$ 16.30	\$ 17.80	\$ 14.30	\$ 16.30	\$ 18.30	\$ 15.30
4	\$ 18.50	\$ 19.50	\$ 17.50	\$ 16.50	\$ 18.00	\$ 14.50	\$ 16.50	\$ 18.50	\$ 15.50
5	\$ 18.70	\$ 19.70	\$ 17.70	\$ 16.70	\$ 18.20	\$ 14.70	\$ 16.70	\$ 18.70	\$ 15.70
6	\$ 18.90	\$ 19.90	\$ 17.90	\$ 16.90	\$ 18.40	\$ 14.90	\$ 16.90	\$ 18.90	\$ 15.90
7	\$ 19.10	\$ 20.10	\$ 18.10	\$ 17.10	\$ 18.60	\$ 15.10	\$ 17.10	\$ 19.10	\$ 16.10
8	\$ 19.30	\$ 20.30	\$ 18.30	\$ 17.30	\$ 18.80	\$ 15.30	\$ 17.30	\$ 19.30	\$ 16.30
9	\$ 19.50	\$ 20.50	\$ 18.50	\$ 17.50	\$ 19.00	\$ 15.50	\$ 17.50	\$ 19.50	\$ 16.50
10	\$ 19.70	\$ 20.70	\$ 18.70	\$ 17.70	\$ 19.20	\$ 15.70	\$ 17.70	\$ 19.70	\$ 16.70
11	\$ 19.90	\$ 20.90	\$ 18.90	\$ 17.90	\$ 19.40	\$ 15.90	\$ 17.90	\$ 19.90	\$ 16.90
12	\$ 20.10	\$ 21.10	\$ 19.10	\$ 18.10	\$ 19.60	\$ 16.10	\$ 18.10	\$ 20.10	\$ 17.10
13	\$ 20.30	\$ 21.30	\$ 19.30	\$ 18.30	\$ 19.80	\$ 16.30	\$ 18.30	\$ 20.30	\$ 17.30
14	\$ 20.50	\$ 21.50	\$ 19.50	\$ 18.50	\$ 20.00	\$ 16.50	\$ 18.50	\$ 20.50	\$ 17.50
15	\$ 20.70	\$ 21.70	\$ 19.70	\$ 18.70	\$ 20.20	\$ 16.70	\$ 18.70	\$ 20.70	\$ 17.70
16	\$ 20.90	\$ 21.90	\$ 19.90	\$ 18.90	\$ 20.40	\$ 16.90	\$ 18.90	\$ 20.90	\$ 17.90
17	\$ 21.10	\$ 22.10	\$ 20.10	\$ 19.10	\$ 20.60	\$ 17.10	\$ 19.10	\$ 21.10	\$ 18.10
18	\$ 21.30	\$ 22.30	\$ 20.30	\$ 19.30	\$ 20.80	\$ 17.30	\$ 19.30	\$ 21.30	\$ 18.30
19	\$ 21.50	\$ 22.50	\$ 20.50	\$ 19.50	\$ 21.00	\$ 17.50	\$ 19.50	\$ 21.50	\$ 18.50
20	\$ 21.70	\$ 22.70	\$ 20.70	\$ 19.70	\$ 21.20	\$ 17.70	\$ 19.70	\$ 21.70	\$ 18.70

Ed Techs working in an intensive support behavior program will receive the following additional compensation::

\$/hour

Provisional BHP \$ 0.75
 BHP Certified \$ 1.25
 ACE Certified \$ 1.75

Other Additional Compensation
 Food Service Asst. Manager \$ 1.00
 Food Service Manager \$ 2.00

per
Quarter

Trip Coordinator Stipend \$700.00

Members at Step 20 in the prior year will receive \$0.20/hour longevity adjustment

FY23	Transportation			Facilities		Educational Technicians			Nutrition
	Adm Asst	Bus Driver	Van	Facilities 1	Facilities 2	Ed Tech 1	Ed Tech 2	Ed Tech 3	Food Svc
0	\$ 18.70	\$ 19.70	\$ 17.70	\$ 16.70	\$ 18.20	\$ 14.70	\$ 16.70	\$ 18.70	\$ 15.70
1	\$ 18.90	\$ 19.90	\$ 17.90	\$ 16.90	\$ 18.40	\$ 14.90	\$ 16.90	\$ 18.90	\$ 15.90
2	\$ 19.10	\$ 20.10	\$ 18.10	\$ 17.10	\$ 18.60	\$ 15.10	\$ 17.10	\$ 19.10	\$ 16.10
3	\$ 19.30	\$ 20.30	\$ 18.30	\$ 17.30	\$ 18.80	\$ 15.30	\$ 17.30	\$ 19.30	\$ 16.30
4	\$ 19.50	\$ 20.50	\$ 18.50	\$ 17.50	\$ 19.00	\$ 15.50	\$ 17.50	\$ 19.50	\$ 16.50
5	\$ 19.70	\$ 20.70	\$ 18.70	\$ 17.70	\$ 19.20	\$ 15.70	\$ 17.70	\$ 19.70	\$ 16.70
6	\$ 19.90	\$ 20.90	\$ 18.90	\$ 17.90	\$ 19.40	\$ 15.90	\$ 17.90	\$ 19.90	\$ 16.90
7	\$ 20.10	\$ 21.10	\$ 19.10	\$ 18.10	\$ 19.60	\$ 16.10	\$ 18.10	\$ 20.10	\$ 17.10
8	\$ 20.30	\$ 21.30	\$ 19.30	\$ 18.30	\$ 19.80	\$ 16.30	\$ 18.30	\$ 20.30	\$ 17.30
9	\$ 20.50	\$ 21.50	\$ 19.50	\$ 18.50	\$ 20.00	\$ 16.50	\$ 18.50	\$ 20.50	\$ 17.50
10	\$ 20.70	\$ 21.70	\$ 19.70	\$ 18.70	\$ 20.20	\$ 16.70	\$ 18.70	\$ 20.70	\$ 17.70
11	\$ 20.90	\$ 21.90	\$ 19.90	\$ 18.90	\$ 20.40	\$ 16.90	\$ 18.90	\$ 20.90	\$ 17.90
12	\$ 21.10	\$ 22.10	\$ 20.10	\$ 19.10	\$ 20.60	\$ 17.10	\$ 19.10	\$ 21.10	\$ 18.10
13	\$ 21.30	\$ 22.30	\$ 20.30	\$ 19.30	\$ 20.80	\$ 17.30	\$ 19.30	\$ 21.30	\$ 18.30
14	\$ 21.50	\$ 22.50	\$ 20.50	\$ 19.50	\$ 21.00	\$ 17.50	\$ 19.50	\$ 21.50	\$ 18.50
15	\$ 21.70	\$ 22.70	\$ 20.70	\$ 19.70	\$ 21.20	\$ 17.70	\$ 19.70	\$ 21.70	\$ 18.70
16	\$ 21.90	\$ 22.90	\$ 20.90	\$ 19.90	\$ 21.40	\$ 17.90	\$ 19.90	\$ 21.90	\$ 18.90
17	\$ 22.10	\$ 23.10	\$ 21.10	\$ 20.10	\$ 21.60	\$ 18.10	\$ 20.10	\$ 22.10	\$ 19.10
18	\$ 22.30	\$ 23.30	\$ 21.30	\$ 20.30	\$ 21.80	\$ 18.30	\$ 20.30	\$ 22.30	\$ 19.30
19	\$ 22.50	\$ 23.50	\$ 21.50	\$ 20.50	\$ 22.00	\$ 18.50	\$ 20.50	\$ 22.50	\$ 19.50
20	\$ 22.70	\$ 23.70	\$ 21.70	\$ 20.70	\$ 22.20	\$ 18.70	\$ 20.70	\$ 22.70	\$ 19.70

Members at Step 20 in the prior year will receive \$0.20/hour longevity adjustment

FY24	Transportation			Facilities		Educational Technicians			Nutrition
	Adm Asst	Bus Driver	Van	Facilities 1	Facilities 2	Ed Tech 1	Ed Tech 2	Ed Tech 3	Food Svc
0	\$ 19.20	\$ 20.20	\$ 18.20	\$ 17.20	\$ 18.70	\$ 15.20	\$ 17.20	\$ 19.20	\$ 16.20
1	\$ 19.40	\$ 20.40	\$ 18.40	\$ 17.40	\$ 18.90	\$ 15.40	\$ 17.40	\$ 19.40	\$ 16.40
2	\$ 19.60	\$ 20.60	\$ 18.60	\$ 17.60	\$ 19.10	\$ 15.60	\$ 17.60	\$ 19.60	\$ 16.60
3	\$ 19.80	\$ 20.80	\$ 18.80	\$ 17.80	\$ 19.30	\$ 15.80	\$ 17.80	\$ 19.80	\$ 16.80
4	\$ 20.00	\$ 21.00	\$ 19.00	\$ 18.00	\$ 19.50	\$ 16.00	\$ 18.00	\$ 20.00	\$ 17.00
5	\$ 20.20	\$ 21.20	\$ 19.20	\$ 18.20	\$ 19.70	\$ 16.20	\$ 18.20	\$ 20.20	\$ 17.20
6	\$ 20.40	\$ 21.40	\$ 19.40	\$ 18.40	\$ 19.90	\$ 16.40	\$ 18.40	\$ 20.40	\$ 17.40
7	\$ 20.60	\$ 21.60	\$ 19.60	\$ 18.60	\$ 20.10	\$ 16.60	\$ 18.60	\$ 20.60	\$ 17.60
8	\$ 20.80	\$ 21.80	\$ 19.80	\$ 18.80	\$ 20.30	\$ 16.80	\$ 18.80	\$ 20.80	\$ 17.80
9	\$ 21.00	\$ 22.00	\$ 20.00	\$ 19.00	\$ 20.50	\$ 17.00	\$ 19.00	\$ 21.00	\$ 18.00
10	\$ 21.20	\$ 22.20	\$ 20.20	\$ 19.20	\$ 20.70	\$ 17.20	\$ 19.20	\$ 21.20	\$ 18.20
11	\$ 21.40	\$ 22.40	\$ 20.40	\$ 19.40	\$ 20.90	\$ 17.40	\$ 19.40	\$ 21.40	\$ 18.40
12	\$ 21.60	\$ 22.60	\$ 20.60	\$ 19.60	\$ 21.10	\$ 17.60	\$ 19.60	\$ 21.60	\$ 18.60
13	\$ 21.80	\$ 22.80	\$ 20.80	\$ 19.80	\$ 21.30	\$ 17.80	\$ 19.80	\$ 21.80	\$ 18.80
14	\$ 22.00	\$ 23.00	\$ 21.00	\$ 20.00	\$ 21.50	\$ 18.00	\$ 20.00	\$ 22.00	\$ 19.00
15	\$ 22.20	\$ 23.20	\$ 21.20	\$ 20.20	\$ 21.70	\$ 18.20	\$ 20.20	\$ 22.20	\$ 19.20
16	\$ 22.40	\$ 23.40	\$ 21.40	\$ 20.40	\$ 21.90	\$ 18.40	\$ 20.40	\$ 22.40	\$ 19.40
17	\$ 22.60	\$ 23.60	\$ 21.60	\$ 20.60	\$ 22.10	\$ 18.60	\$ 20.60	\$ 22.60	\$ 19.60
18	\$ 22.80	\$ 23.80	\$ 21.80	\$ 20.80	\$ 22.30	\$ 18.80	\$ 20.80	\$ 22.80	\$ 19.80
19	\$ 23.00	\$ 24.00	\$ 22.00	\$ 21.00	\$ 22.50	\$ 19.00	\$ 21.00	\$ 23.00	\$ 20.00
20	\$ 23.20	\$ 24.20	\$ 22.20	\$ 21.20	\$ 22.70	\$ 19.20	\$ 21.20	\$ 23.20	\$ 20.20

Members at Step 20 in the prior year will receive \$0.20/hour longevity adjustment

APPENDIX B

RSU#13 Trip List Sign Up Form

ARTICLE 6.B.5.a

By completing this form the driver shall be placed on a trip list rotation by seniority, or not if the driver so chooses not to take any trips.

___ September 1st THRU December 31st

___ January 1st THRU March 31st

___ April 1st THRU June 30th

CHECK ONE, OR MORE OF THE FOLLOWING REQUESTS

___ I want NO trips

___ I will take WORK DAY TRIPS returning by 1:30pm on school days

___ I will take NON-WORK DAY TRIPS weekday/weekend/vacation/holiday after 1:30pm and when a substitute is required.

TRIPS WILL BE ASSIGNED TO AVAILABLE REGULAR/ROUTE DRIVERS BEFORE ANY SPARE/SUB DRIVERS WILL BE CONSIDERED. TRIPS SHALL BE ASSIGNED TO DRIVERS THAT HAVE NOT OBTAINED OR WILL NOT OBTAIN 40 HOURS FOR THE WEEK BEFORE PROCEEDING TO DRIVERS WITH 40 HOURS. REGULAR/ROUTE DRIVERS SHALL BE REMOVED FROM THE ROTATION, OR THE REMAINDER OF THE SEASON OF THE ROTATION IF THE DRIVER PASSES ON 3 CONSECUTIVE TRIPS AT ANYTIME WITHIN REASON.

Sign above print below

DATE

Transportation Director, or Designee

DATE

APPENDIX C

RSU#13 Sick Leave Bank Form

ARTICLE 10.G.4

Employee Name: _____

Position: _____

Building/School: _____

Please confirm:

_____ I believe I am eligible to participate in the Sick Leave Bank.

Access to the bank is reserved to employees who have suffered a serious illness or injury that renders the employee unable to return to work for a temporary period of time because of hospitalization, medical treatment, and/or recovery. Serious illness or injury shall mean an illness or injury which is unforeseen, requires immediate medical attention, and involves significant bodily impairment.

_____ I have attached a detailed physician's statement or disability form completed by the physician outlining the nature of my illness or injury and anticipated duration of the resulting incapacitation.

_____ I have exhausted all other available paid time off.

_____ I am requesting this number of days from the Sick Leave Bank.

The maximum number of days an employee may withdraw from the Bank shall be equal to four (4) times the number of personal sick days the employee had accrued at the start of the illness or injury necessitating the need for sick bank days (if disputed, as established by a doctor's certificate), except that in no event may an employee use more than one hundred (100) days in any three (3)-year period.

Signature: _____ Date: _____

Human Resources: _____ Date: _____

Superintendent: _____ Date: _____

APPENDIX D

Former MSAD #50 school year employee vacation pay

ARTICLE 12.F

EMPLOYEE	CLASSIFICATION	CODE	21-22	22-23	23-24
Arsenault, H	food service	0259	\$1442.25	\$1442.25	\$1442.25
Butler, L	food service	0259	\$817.28	\$817.28	\$817.28
Strong, C	food service	0259	\$286.91	\$286.91	\$286.91
York, P	food service	0259	\$2421.10	\$2421.10	\$2421.10
TOTAL			4,967.54	4,967.54	4,967.54

F. Former school year MSAD 50 Food Service employees will be paid, in lieu of vacation they no longer receive, the equivalent of the number of vacation days they were eligible to receive in the 2011-2012 school year at their 2011-2012 rate of pay. Employees will receive this pay in two lump-sum payments (one in the first pay period of December and the other in the first pay period of June), beginning in the 2014-2015 school year. In the event that an employee's hours are reduced, said payments will be reduced proportionally. The list of these employees and their vacation days are attached to this agreement. (Appendix D)

APPENDIX E
Grievance Form
ARTICLE 2.G.4

Grievant Name: _____

Position: _____

Building/School: _____

Specific contract provision(s) allegedly violated:

Article/Section: _____ Page: _____ Article/Section: _____ Page: _____

Article/Section: _____ Page: _____ Article/Section: _____ Page: _____

Alleged incident(s) occurred: *may attach

Date: _____ Time: _____ Place: _____

Statement by the grievant of the alleged violations. Include: events and/or conditions of the alleged violation(s) and the person(s) responsible if applicable: *may attach document

Remedy sought (be specific): *may attach document

Signature of Grievant: _____ **Date:** _____

Signature of Recipient: _____ **Date:** _____

4. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent, with the approval of the Association, and made available through the Association, so as to facilitate operation of the grievance procedure. (Appendix E)