

COLLECTIVE BARGAINING AGREEMENT

between the

Regional School Unit 40
Board of Directors

and the

Medomak Valley Education Association

Support Staff Contract

July 1, 2020 - June 30, 2023

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Part One: Introduction

Agreement

This agreement entered into by and between the Board of Directors of RSU 40 (hereinafter referred to as the "Board"), and the Medomak Valley Education Association (hereinafter referred to as the "Association").

Preamble

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

Article I – Recognition

- A. The Board recognizes the Medomak Valley Education Association, affiliated with the Maine Education Association and the National Education Association, as the sole and exclusive bargaining agent for the following employees who have been in the employ of the Board six (6) months or longer:
- Bus Drivers
 - Bus Mechanics
 - Custodians
 - Educational Technicians
 - Food Service workers
 - Maintenance workers
 - Secretaries (excluding secretaries in the Central Office)

B. Definitions

Except when the context in which the following words are used clearly requires another meaning, and except when otherwise specifically indicated, the following words will have the meanings indicated below:

"Board" -The Board of Directors of RSU 40. Said Board may act through its Chairperson, any committee thereof, its Superintendent or any other representative authorized to act for it in any particular situation or class of situations.

"Association" -The Medomak Valley Education Association. Said Association may act through its President or any committee thereof or any other representative authorized to act for it in any particular situation or class of situations.

"Superintendent" -The Superintendent of Schools of RSU 40 or any other person who the Superintendent designates to act on the Superintendent's behalf in any particular situation or class of situations.

"Principal" - Any Principal or Assistant Principal employed by RSU 40.

"Immediate Supervisor" - The Board will provide a list of immediate supervisors designating their departments of supervision who have managerial direction and authority over employees in the bargaining unit.

"Administration"- The Superintendent, Assistant Superintendent, Business Manager, Principals, Assistant Principals, Director of Special Services, Facilities Director and Transportation Director.

"Calendar Year Employee" - Whenever "calendar year" employee is used, it means an employee who is employed to work fifty-two (52) weeks per year excluding designated holidays and accrued vacation.

"School Year Employee" - Whenever "school year" employee is used, it means an employee who is employed to work less than fifty-two (52) weeks per year excluding designated holidays and accrued vacation.

"Part-Time Employee" - Whenever "part-time" employee is used, it means an employee who is employed to work on a regular basis less than thirty (30) hours per week, except that employees hired prior to July 1, 1999 will be considered part-time employees if they work on a regular basis less than twenty-five (25) hours per week.

"Full-Time Employee" - Whenever "full-time" employee is used, it means an employee who is employed to work on a regular basis thirty (30) hours or more per week, except that employees hired prior to July 1, 1999 will be considered full-time employees if they work on a regular basis twenty-five (25) hours or more per week.

C. Modifications to Bargaining Unit

The Board will notify the President of the Association in writing at the time that the Board approves a permanent, titled position for presentation to the Bargaining Unit.

Part Two: Rights

Article II – Rights of the Board

- A. It is acknowledged that the Board, as the elected representative of the citizens of RSU 40 and with the powers provided by the statutes of the State of Maine, has the final responsibility of establishing the education policies of the public schools of RSU 40.
- B. Nothing in this Agreement should be deemed to derogate or impair the powers and responsibilities of the Board under the statutes of the State of Maine or the rules and regulations of any agencies of the State. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in this Agreement.

Article III - Subcontracting

Nothing in this Agreement should be interpreted as limiting the right of the Board to subcontract work, except that such subcontracting will not cause the discharge or layoff of any member of the bargaining unit.

Article IV – Probationary Period

All new hires will be subject to a probationary period of twelve (12) working months, and all employees heretofore or hereafter retained in service after the completion of such probation will be deemed non-probationary employees. The Superintendent or designee has the right to terminate without compliance with the terms Article VI - Employee Rights, Section C of this Agreement, the employment of any employee within twelve (12) working months from the commencement of the probationary period.

Article V – Association Rights and Privileges

- A. The Board agrees that a copy of the agenda of any regular and/or special School Board meeting will be emailed to the President of the Association at the same time every Board member's copy is emailed. The Association President will be notified by phone of emergency meetings.
- B. The Superintendent will consider granting paid leave to the President of the Association, or any employee designated by the Association, for business concerning the Association. Such leave, if granted, will be limited to three (3) days per year.
- C. The National Education Association, the Maine Education Association, and the Medomak Valley Education Association jointly and severally agree to indemnify and hold RSU 40, its Board of Directors, agent and employees, jointly and severally and in their individual and official capacities, fully and completely harmless from and against any and all claims, suits, demands, defense costs, including attorney's fees, judgments, and damages of any kind or nature whatsoever which may arise as a result of any action taken pursuant to any provision of this Article.

Article VI – Employee Rights

- A. Whenever an employee is required to appear before the Board concerning a disciplinary matter, the employee will be given prior written notice and the reason. The employee will be entitled to have a representative of the Association or legal counsel present on their behalf.
- B. An employee will be provided with a copy of any adverse material which is placed in an employee's personnel file kept at the Superintendent's office, except for communications addressed to and from the employee. The employee may affix their signature to the materials. Such signature does not indicate agreement with the contents. The employee does have the right to make a written response to such

materials, which will be attached to the original document.

- C. Upon written request to the Superintendent/designee at the office of the Superintendent, an employee will be given access to their personnel file during normal business hours. The employee can obtain a reproduction of material in their file at a nominal cost per copy. An employee may submit a written response to any materials placed in their personnel file and the written response will be placed in the personnel file.
- D.
1. No employee will be subject to written reprimand, suspension, or dismissal without just cause. Just cause will mean, under this provision, as to whether or not the RSU 40 Board or any Administrator within the school system, who has initiated a written reprimand, suspension or dismissal, has acted arbitrarily or capriciously.
 2. In any arbitration properly invoked under this provision regarding a written reprimand, suspension, or dismissal, the arbitrator will have no authority to add to, detract from, alter, amend or modify any provisions of this agreement.

Article VII - Job Descriptions

- A. Each employee will be provided with a written job description which accurately describes the employee's job responsibilities. Nothing in the Article will prevent the Board or the Superintendent, as the Board's delegate, from making changes to job descriptions, as it sees fit. The Superintendent/designee will provide the Association and all applicable employees with a copy of the revised job description ten (10) days prior to the change being made.
- B. For the purpose of establishing wage scales for groups of employees and for other purposes, the Board may from time to time establish job categories. Currently, established job categories include the following:
- Bus Drivers
 - Bus Mechanics
 - Custodians
 - Educational Technicians
 - Food Service workers
 - Maintenance workers
 - Secretaries

Article VIII - Job Assignments

- A. School Year Employees will be provided, where possible, with written notice of their assignment by August 15th of each year.
- B. The Board and its designees have the right to reassign employees from one job category to another, including from one location to another, and for either short or extended periods of time, in order to satisfy operational or staffing needs or to preserve an employee's current hours to the maximum extent possible.
- C. In the event that an employee is selected to fill a supervisory position in the same classification, the employee will serve a trial period of twenty working (20) days. During this trial period, the superintendent may return the employee to the employee's former position or the employee may choose to return to their former position with no loss of seniority.

An employee who moves to a supervisory position will serve a probationary period of six (6) working months. If the employee does not successfully complete the probationary period, the employee will be offered a position as comparable as possible to their former position, if available, or the employee may be placed on the recall list.

- D. Notice of an involuntary transfer or reassignment will be given to employees with at least two weeks' notice whenever possible. The Superintendent will notify the affected employee and the Association of the reasons for such transfer in writing and arrange a meeting with the employee if requested. Any employee who is transferred or reassigned by the administration will maintain their seniority and hourly rate.

Article IX - Evaluation

- A. Purpose

It is the intent of the Board that all employees be regularly and fairly evaluated as to their performance. The primary purpose of an evaluation is to promote employee growth and to facilitate personnel decisions concerning promotions, reassignments, transfers and corrective action. Nothing in this Article prevents the use and consideration of evaluations in any decision regarding the suspension or dismissal of an employee.

- B. Process

1. Employees should be evaluated at least annually by the Superintendent/designee.
2. The evaluator will meet with the employee to discuss the evaluation by the last student day of each school year.

3. The employee will be given a copy of the evaluation.
4. The employee does have a right to submit a response to the evaluation, and the response will be placed in the employee's personnel file.

Article X – Work Week

- A. In the event that it becomes necessary to change an employee's work schedule, the employee's supervisor will, to the extent it is practical, provide reasonable notice of the change in the work schedule.
- B. An employee who works for at least four (4) consecutive hours per day is entitled to a fifteen (15) minute rest period which will be counted as part of the workday. An employee is entitled to a thirty (30) minute unpaid lunch period.
- C. Overtime pay will be paid on the basis of time and one-half if an employee works over forty (40) hours in one week. Holidays, as described in Article XXV, will be considered as time worked for the purposes of computing overtime. Except for an emergency, all overtime must be approved in advance by the employee's supervisor.
- D. If a bargaining unit member performs non-District-related work for an outside organization authorized to use the District's facilities, the employee will be paid at the following hourly rates:

Outside regular work hours	1.5 times the employee's regular hourly rate
Sunday.....	2.0 times the employee's regular hourly rate
Holiday.....	2.5 times the employee's regular hourly rate

- E. The opportunity for overtime work will be offered, where possible, to employees within the same classification in continuing rotation on the basis of seniority. If an employee chooses to skip their turn, they will not be offered overtime work until their name is reached again in an orderly sequence. In the event no employee accepts overtime work, the Board will assign employees within the same classification by continuing rotation in inverse order of seniority.

Article XI – Professional Development and Educational Improvement

- A. Tuition will be reimbursed up to the current University of Maine credit hour rate for courses taken by an employee for the purposes of professional development to improve that employee's job related or career advancement skills so that both the employee and the Board benefit from such education.
- B. Prior approval of the courses by the Superintendent and letter grade of at least a B

in the course work is required for an employee to be awarded tuition reimbursement. In cases where a college uses a pass/fail system, a pass will be accepted in lieu of grade B.

- C. A maximum of nine (9) credit hours of tuition cost will be reimbursed in a school year.
- D. The employee's request for reimbursement will be made by submitting a voucher or receipt for the cost of tuition. If the Board has paid for such tuition prior to the completion of the course, and the employee either drops out of the course or receives less than a grade B (or fail where the pass/fail system is used), the cost of tuition paid by the Board will be repaid by the employee within sixty (60) days. If it is not repaid, the full amount will be deducted from the employee's next four paychecks.
- E. Employees may attend workshops, seminars and conferences which relate to their jobs, provided that they obtain prior approval of the Superintendent/designee. The payment of any expenses related to workshops, seminars and conferences will be at the discretion of the Superintendent/designee.

Article XII – Health and Safety

- A. If any employee is requested to administer or dispense any medication to a student, they will first be provided with training and written instructions from the Administration.
- B. Reporting of Unsafe Conditions
 - 1. The Board and the Association agree that they do not want staff to work in unsafe conditions. The Staff member will report an unsafe condition as soon as possible to administration. Administration will work to resolve the reported condition as soon as possible.
 - 2. A Staff member must immediately report cases of assault suffered by a staff member in connection with their employment to their principal or other immediate supervisor.
- C. Reimbursement Procedure

Staff who suffer damage, loss, or theft of personal property incurred while performing duties as employees of the District, will submit, within fourteen (14) days of the loss, a written request to the Superintendent for reimbursement. The Superintendent will have ten (10) working days to notify the individual(s) in writing, whether the request for reimbursement, in whole or part, will be granted.

Article XIII – Reduction in Force

A. Seniority & Layoff

1. "Seniority" means an employee's continuous length of service within the District in a position included in the bargaining unit. An employee will have no seniority for the initial twelve (12) months of employment, but upon successful completion of the probationary period, will have seniority retroactive to the commencement of the initial date of hire.
2. The Superintendent will establish a seniority list by job classification with the name and date of hire of each employee. Employees with the greatest seniority will be listed first. The seniority list will be posted on bulletin boards, and/or emailed individually to employees. The list will be updated by January 1st of each year. A copy of the seniority list will be provided to the Association.
3. The Board will meet and consult with the Association prior to the decision to eliminate any bargaining unit position and make available to the Association all relevant information upon request.
4. In the case of a layoff, the Superintendent will consider ability, employment history, and qualifications for the position. If the Superintendent determines that these factors are equal, seniority within the same job classification will be the deciding factor with the less senior employee to be laid off first.
5. The affected employee will be given a minimum thirty (30) working days layoff notice.
6. The Association will be notified as to the name and positions of the employee(s) laid off in accordance with this article.
7. An employee who receives notice of layoff will be granted a one (1) day leave of absence with pay to apply for other positions with the Superintendent/designee's approval.
8. Educational technicians hired to work one-on-one with a student will be terminated when such services are no longer required.

B. Recall

1. An employee who is laid off can remain on the recall list for twenty-four (24) months from the effective date of layoff unless the employee waives recall rights in writing to be placed on the list or resigns.
2. The Board will establish a list of laid off employees. An employee who has been laid off will be placed on the recall list and will be sent position vacancy

announcements in the unit during the two years of the recall period. The employee does have the responsibility for keeping the Board advised of their current address. Announcements will be sent to the employee's last known address.

3. In the case of a recall, the Superintendent will consider ability, employment history, and qualifications for the position. If the Superintendent determines that these factors are equal, seniority will be the deciding factor.
4. Notice of recall will be given by certified mail to the last address given to the Board. A copy of the notice of recall will simultaneously be given to the Association.
5. If an employee who has been laid off is rehired from the recall list, the employee will be granted the seniority accumulated prior to the layoff.

Article XIV - Position Vacancies

When a job opening occurs for a position within the bargaining unit, the Board will post the position internally at the same time that it is advertised externally. Such postings will be accomplished by placing notices on bulletin boards accessible to all unit employees, by written notice, posting on the District's web site; and direct notification by district e-mail to employees. All qualified internal candidates will receive proper consideration. The position will remain open at least five (5) days after posting.

Part Three: Wages and Payroll Deduction

Article XV - Wages

- A. The wage schedules for each year of the contract are provided in Appendix B.
- B. The annual wages of Calendar Year Employees, minus such deductions as required by state and federal law, will be paid biweekly in twenty-six (26) installments. The wages of School Year Employees will be paid either in twenty-one (21) or twenty-six (26) installments. The employee must make the selection prior to the beginning of the employment year and may not change during the year without written approval from the Superintendent.
- C. The Board will require direct deposit of all salary payments and require new employees to provide written documentation of their financial institution within fourteen (14) days of employment. Employees will notify the business office of any account changes. The Board agrees to carry liability insurance to cover any errors or omissions resulting from electronic payroll use. The Association agrees to indemnify and hold harmless the Board and its administration from all claims, demands, and liabilities that may arise as a result of deductions made pursuant to

this section.

- D. Employees who are requested by Administration to use a private motor vehicle in the performance of assigned duties will be reimbursed based on the IRS rate in effect on January 1 of each year. This reimbursement rate will be effective as of July 1st of the same calendar year.
- E. Shift Differential Pay
 - 1. Any custodian assigned to work the second (2nd) shift (2:00 p.m. to 10:00 p.m. or 3:00 p.m. to 11:00 p.m.) will be paid an additional twenty-five cents (\$.25) per hour to their regular hourly rate of pay.
 - 2. Any custodian assigned to work the third (3rd) shift (10:00 p.m. to 6:00 a.m. or 11:00 p.m. to 7:00 a.m.) will be paid an additional fifty cents (\$.50) per hour to their regular hourly rate of pay.

Article XVI – Special Pay Provisions

A. Substitute Pay

An educational technician assigned the duties of a substitute teacher will receive the higher of their own pay or the substitute's pay.

B. Volunteer Work Pay

1. Definition

A voluntary assignment is a voluntary work assignment of an educational technician made by the Superintendent/designee involving the preparation and the providing of educational assistance to a pupil(s) outside of the employee's normal work schedule such as beyond the normal work day or during vacation/holiday period including summer recess when school is not in session. The specifics of each assignment such as the learning task involved, expected outcomes, time commitment including preparation time (1 hour paid for every 10 hours of actual student contact), and any modifications will be reduced to writing and signed by the educational technician and the appropriate administrator.

2. Rates of pay

- a. If the work occurs after the employee's regular work hours and during a regular school day, the employee will receive the employee's regular hourly rate of pay plus three dollars (\$3.00) per hour.

- b. If the work occurs during non-school time when school is not in session such as during holiday week or summer vacation period, the employee will be paid their regular pay rate plus two dollars (\$2.00) per hour.
3. Time spent on the voluntary work assignment does not count as work hours to determine health insurance benefits paid by the District.

C. Catering Pay

Food service workers who are employed for catering services will be paid the employee's regular hourly rate plus three dollars (\$3.00) per hour for time up to 40 hours per week. Time worked over 40 hours per week will be paid at time and a half. Time worked under this provision does not count as work hours to determine health insurance benefits paid by the district.

D. Temporary-Duty Pay

When a custodian or food service employee temporarily assumes the duties of a head custodian or head cook for a period of more than 10 consecutive days due to the temporary absence of the head custodian or head cook, then starting on the 11th day and thereafter as long as the temporary absence continues, the employee will receive \$0.50 per hour in addition to their regular hourly rate.

E. Pay for School Cancellations

1. When school is canceled after the start time of an employee's regular work day, and as a result the employee is sent home for the rest of the day after already having reported for work, the employee will receive a minimum of three hours pay for that day at their regular hourly rate.
2. When school is canceled during the second half of an employee's regular work day for unanticipated reasons, including, but not limited to, weather or facility problems, employees will be allowed to make up time missed due to such cancellations within two weeks of the cancellation. Employees should coordinate with their immediate supervisor as soon as possible.

Article XVII – Call-in-Pay

Any employee called back to work during non-work hours that do not extend the beginning and/or the end of the employee's scheduled work hours will be paid a minimum of three (3) hours pay for each call-in, or the actual hours worked, whichever is greater. In the event that the employee is called back within the same three (3) hour call-in block, the employee will not receive any additional compensation. This provision does not apply to scheduled overtime.

Article XVIII- Payroll Deduction

- A. The Board agrees that payroll deductions will be made for eligible employees for Association dues, credit union and legal services charges. Such deductions will be made only if the Board receives a signed authorization form from each employee and a certified statement from the Treasurer of the Association as to the amount of Association dues.
- B. The Association will indemnify and hold harmless the Board and its administration from all claims, demands, suits and liabilities which may arise by reason of any action taken in making deductions of said dues and fees.

Article XIX – Retirement Plan

Employees may contribute to a qualifying tax-sheltered retirement plan, provided the District is not required to administer the plan and the District does not contribute to the plan. Employee contributions may be made by payroll deduction.

Article XX – Health Insurance

- A. In order to be eligible for health insurance, any employee must be scheduled to work on a regular basis at least thirty (30) hours per week, except that employees hired prior to September 1, 1999 who work less than thirty (30) hours per week and who are currently eligible for health insurance will be grandfathered. Those grandfathered are eligible at the participating level selected during the 2001-2002 year; i.e. single, adult with children, two person, or family. If any grandfathered employee elects to increase their dependent coverage, the employee will pay the premium cost difference.
- B. The employee may select any benefit plans which are available from a menu of benefits. Representatives of the Board and the Association will meet to develop the menu of benefits. The menu will include the health insurance plans offered by the MEA Benefits Trust.
- C. For the 2020-21 year of this contract, the Board agrees to pay eighty percent (80%) of the cost of single, adult/child, two person or family coverage at the MEA Choice Plus Plan premium rate for each full time support staff employed by the District. The employee will pay the remaining twenty percent (20%) of the monthly premium.

Starting in the second (2021-2022) year of this contract the Board agrees to pay one-hundred percent (100%) of the cost of single coverage or eighty percent (80%) of the cost of adult/child, two person or family coverage at the MEA Choice Plus Plan premium rate for each staff person eligible for health insurance coverage. The employee will pay the remaining twenty percent (20%) of the premium.

1. Employees who elect coverage under the MEA Standard Plan will be responsible for the difference in cost between the MEA Standard Plan premium and the Board's level of contribution to the MEA Choice Plus Plan premium at the applicable level of coverage.
2. Employees who elect coverage under the MEA Standard 500 Plan, the Board agrees to pay eighty-three percent (83%) of the cost of adult/child, two person or family coverage for each fulltime employee. The employee will pay the remaining seventeen percent (17%) of the monthly premium.
3. Employees who elect coverage under the MEA Standard 1000 Plan, the Board agrees to pay eighty-five percent (85%) of the cost of adult/child, two person or family coverage for each fulltime employee. The employee will pay the remaining fifteen percent (15%) of the monthly premium.
4. Employees eligible for health insurance will not be entitled to any payment in lieu thereof.

Article XXI – Special Provision: Health Insurance

- A. The district will make every effort to provide employees eligible under this provision the opportunity to work at least 30 hours per week in a position for which the employee is qualified. If an employee refuses this opportunity, then they will no longer be eligible for district provided health insurance benefits. Those grandfathered are eligible at the participating level selected during the 2001-2002 year: i.e. single, adult with children, two persons, or family. If any grandfathered employee elects to increase their dependent coverage, the employee will pay the premium cost difference.
- B. If an employee eligible under this provision has their hours reduced below the 30 hours per week and the district cannot provide additional hours to achieve 30 hours per week, then the district will continue to provide its share of the health insurance benefit.

Article XXII – Life Insurance

Life insurance is offered to employees through Maine State Retirement for employees working a minimum of seventeen and one-half (17.5) hours per week, based on annual earnings. Payment is made by payroll deduction. Employees will be provided a copy of the benefit/payment schedule from the Central Office upon request.

Part Four: Leaves and Vacations

Article XXIII – Leaves

A. Sick Leave

1. School-year employees are entitled to ten (10) days of sick leave per year and calendar-year employees will be entitled to twelve (12) days of sick leave per year on account of personal illness. Sick leave will not be utilized for reasons other than personal illness, such as, but not limited to, routine preventative medical and dental procedures. Regularly employed, part-time employees will receive sick leave benefits on a prorated basis commensurate with their approved working schedule. In order to qualify for sick leave, an employee must give notice of absence to their supervisor as soon as possible prior to the employee's starting time unless incapacitated from doing so. The employee must give notice on each day of absence, unless prior arrangements have been made.
2. Unused sick leave days will be accumulated from year to year to a maximum of one hundred (100) days.
3. In cases of extended illness (five [5] or more days) the Superintendent may request a statement from a duly licensed physician substantiating a claim for sick leave before honoring such claim. If such a statement is not present within ten (10) days of the request, the claim will be disallowed.
4. Sick leave time used will be recorded in half-day increments.
5. An employee's accumulated sick leave will be included on the advice slip sent each pay period.
6. When an employee leaves the employment of the District in good standing, the employee will be eligible for one of the following:
 - a. If the employee has completed twenty (20) years of continuous service in RSU 40 and has sixty-five (65) days of accumulated sick leave as of their last day of employment, the employee will be paid for twenty (20) days of sick leave.
 - b. If the employee has completed twenty-five (25) years of continuous service in RSU 40 and has fifty (50) days of accumulated sick leave as of their last day of employment, the employee will be paid for twenty (20) days of sick leave.
 - c. If the employee has completed thirty (30) years of continuous service in RSU 40 and has at least eighty (80) days of accumulated sick leave as of their last

day of employment, the employee will be paid for one-half of the accumulated sick leave.

- d. The employee must provide written notice of intent to the Superintendent not later than February 1st of the year the employee intends to end their employment in order to receive t benefit for service rendered to the District. If sufficient funds are available, the employee will receive payment in the same fiscal year. Absent sufficient funds, the employee will receive this payment during the month of July after the beginning of the next fiscal year.

B. Sick Leave Bank

1. At the beginning of each school year, an employee may contribute one (1) day of their sick leave allowance to a common bank to be administered by a committee that includes the Superintendent/designee and two members appointed by the Association.
2. Unless an employee provides written notice to the Superintendent within fifteen (15) days from the beginning of the work year or from the employee's date of hire, one (1) sick leave day will automatically be deducted from employee's (10) sick days and given to the sick leave bank.
3. Employees who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals from the sick leave bank as determined by the sick leave committee, not to exceed thirty (30) days in any given year. Additional days may be granted from the sick leave bank under unusual circumstances at the Superintendent's sole discretion upon consultation with the Association.

(Note: Elective procedures should be scheduled for a time that will not necessitate requests for withdrawals from the sick leave bank.)

4. Employees who make withdrawals of up to thirty (30) days from the sick leave bank will be required to replace half of those days. Employees who withdraw more than thirty (30) days will be required to replace half of the first thirty days, and all of those in excess of thirty (30) days. The replacement will occur over the next five (5) subsequent years.
5. In September of each year the sick leave bank will carry a maximum of three hundred (300) days. In the event that the bank becomes depleted, each participating sick leave bank member who has accumulated sick leave days will be assessed one (1) day from the employee's accumulated sick leave.

All decisions made by the Sick Leave Bank Committee are final and are not subject to review, litigation, or the grievance procedure.

C. Attendance Incentive Stipend

Any employee who does not use sick leave days (including sick leave, personal leave, family illness leave, or additional bereavement leave) during any year will receive \$200, \$150 for using not more than one (1) day, or \$100 for using not more than two (2) days, to be paid at the end of the school year, if funds are available, but in any instance, not later than the first pay period of the next fiscal year. Employees will not qualify for the Attendance Incentive Stipend if they take unpaid days off.

D. Jury Duty

Any employee required to serve as a member of a jury on any scheduled workday will be allowed leave. The employee will be entitled to their regular pay and the employee will, as soon as it is received, pay the jury duty income to the District.

E. Personal Leave

1. Whenever possible and preferably with a two (2) weeks' prior written notice to the employee's supervisor, an employee may elect to take paid personal leave totaling not more than five (5) days during the school year. Under ordinary circumstances, personal leave may be used for non-recreational personal affairs that cannot reasonably be concluded during non-school hours. Examples include but are not limited to the following: Legal matters such as court appearances, real estate transactions, graduation, test required for admission to graduate school, and/or religious observances.
2. Personal Leave will be charged against sick leave.
3. An employee may use up to one day of personal leave to extend a vacation if:
 - a. An employee has been employed by RSU 40 for a minimum of five years.
 - b. An employee has used less than eight sick days per year within the preceding five years.

Requests must be submitted to the Superintendent by September 30 for November and December recesses and by December 1 for winter and spring recesses. The Superintendent may grant up to four requests per vacation period. The vacation periods are: Thanksgiving recess, Holiday recess, Winter recess, and Spring recess. The Superintendent's decision is final and not subject to the grievance procedure.

4. Employees who request personal leave on a day immediately before or after one of the recesses listed in Paragraph 3 and who do not meet the criteria under Paragraph 3 will be required to state the specific reason for the request

prior to receiving approval by the Superintendent. The reason for the request must meet the criteria listed in Paragraph 1.

F. Leave for Family Illness

Five (5) days of sick leave may be used for the express purpose of caring for an ill or injured family member when alternative, suitable provisions for the care of the family member cannot be made. In the event this family illness leave is exhausted, an employee may use personal leave days.

G. Bereavement Leave

1. All employees are entitled up to five (5) days of bereavement leave. This leave will be granted for bereavement of parent, grandparent, child, spouse, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, and for a person with whom the employee had a close, personal relationship. At the sole discretion of the Superintendent, the leave may be extended up to five (5) days with all such additional leave days charged against the employee's sick leave.
2. At the sole discretion of the Superintendent, additional leave may be granted for the bereavement of a second relative or for the bereavement of a non-relative with all such additional leave days charged against sick leave.

Article XXIV – Holidays/Vacations

A. Holidays

1. Calendar Year Employees

The following days will be recognized and observed as paid holidays for all Calendar Year Employees:

Independence Day	New Year's Day
Labor Day	Martin Luther King, Jr. Day
Indigenous Peoples' Day	Presidents' Day
Veterans Day	Patriots' Day
Thanksgiving Day	Memorial Day
Day following Thanksgiving	Religious Observance Day*

*Religious Observance Day is defined as a day used for bona fide observance of designated holidays of the employee's faith. At the beginning of the contract year, the employee must indicate in writing to the Superintendent the identity of religious observance day.

2. School Year Employees

The following days will be recognized and observed as paid holidays for all School Year Employees:

Labor Day	New Year's Day
Indigenous Peoples' Day	Martin Luther King, Jr. Day
Veterans Day	Memorial Day
Thanksgiving Day	Religious Observance Day*
Day following Thanksgiving	

*Religious Observance Day is defined as a day used for bona fide observance of designated holidays of the employee's faith. At the beginning of the contract year, the employee must indicate in writing to the Superintendent the identity of religious observance day.

3. Holidays will be considered as time worked for the purposes of computing overtime pay.

B. Vacation Time

1. Calendar year employees will receive vacation time, based on the following schedule and based upon the average hours in their work week:

After 1 year anniversary 5 days in the second year
After 2 year anniversary 10 days in the third year
After 5 year anniversary 15 days in the sixth year
After 10 year anniversary 16 days in the eleventh year
After 11 year anniversary 17 days in the twelfth year
After 12 year anniversary 18 days in the thirteenth year
After 13 year anniversary 19 days in the fourteenth year
After 14 year anniversary 20 days in the fifteenth year and each additional year

2. For the purposes of this section, the hours for which an employee will be paid in a vacation week will be the same as the number of hours an employee was regularly scheduled to work each week in the qualifying year.
3. Vacation time must be by prior written approval by the employee's supervisor.
4. Employees may carry over a maximum of 5 unused vacation days to the next year beyond the anniversary date.
5. If vacation days cannot be accommodated by the employee's anniversary date and have been requested 3 months prior to the anniversary date, the unused

requested days may be carried over.

6. All vacation requests must be in writing.

Article XXV – Extended Leaves of Absence

- A. The Board encourages regular, normal and continuous attendance of all employees. Each employee is a valuable contributing member to each school team. Within this framework, employees are discouraged from taking unnecessary leaves of absence.
- B. An employee's request for an extended leave of absence will be considered by the Superintendent and the Superintendent will exercise sole discretion in considering whether to grant the request. If the Superintendent denies the request, the employee will be given a reason for the denial in writing.
- C. All benefits will cease during an extended leave of absence, with the exception of insurance, which the employee may continue, providing the employee pays the full premium not later than the first day of the month for which the premium is due. The leave of absence will not be considered a break in service and no seniority, benefits, or salary will accrue during said absence.

Part Five: Grievance

Article XXVI – Grievance Procedure

- A. Purpose
 1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which from time to time arise involving conditions or terms of this contract. 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 will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.
- B. Definitions
 1. A "grievance" for purposes of this contract will be defined as any controversy, complaint, misunderstanding or dispute arising between the parties as to the meaning or application of the specific terms of this agreement. It is expressly understood and agreed that the definition of grievance contained in this section

will in no way affect the Board's exercise of its obligation to formulate and establish educational policies pertaining to the management of the RSU 40 school system, pursuant to the constitution, laws and regulations of the State of Maine or its duly authorized agencies.

2. An "aggrieved person" is the person or persons and/or the Association making the claim.
3. A "party of interest" is the person or persons and/or the Association making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" means any business day that the Superintendent's office is open.

C. Time Limits

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 written agreement.

D. Informal Procedure

A grievance must be initiated within thirty (30) days of the date the acts or omissions giving rise to the grievance were discovered or should have been discovered. If an employee or the Association feels that there may be a grievance, the grievance should first be discussed with the principal or other appropriate administrator in an effort to resolve the problem informally.

E. Formal Procedure

1. Level 1 - School Principal or Immediate Supervisor

- a. If an aggrieved person is not satisfied with the outcome of the informal procedure, they may present their claim within ten (10) days as a formal grievance, in writing, to their principal or immediate supervisor.
- b. The principal or supervisor will, within ten (10) days after receipt of the written grievance, render their decision and the reasons in writing to the aggrieved person with a copy to the President of the Association.

2. Level 2 - Superintendent of Schools

- a. If the aggrieved person is not satisfied with the disposition of their grievance at Level 1, they may, within six (10) days after the decision, or within ten (10) days after the formal presentation, file a grievance with the Superintendent of

Schools.

- b. The Superintendent will, within ten (10) days after receipt of the referral meet with the grievant and their representative for the purpose of resolving the grievance. The Superintendent will, within ten (10) days after the meeting, render a decision and the reasons in writing to the aggrieved person.

3. Level 3 - Board of Directors

- a. If the aggrieved person is not satisfied with the disposition of their grievance at Level 2, they may within ten (10) days after the decision, or within ten (10) days after their formal presentation, upon notification to the Superintendent, file a grievance with the Board of Directors.
- b. The Board of Directors will, at their next regular meeting, meet with the aggrieved person for the purpose of reviewing the grievance.
- c. The Board of Directors will, within ten (10) days after such meeting, render its final decision and reasons in writing to the aggrieved person.

4. Level 4 - Impartial Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at Level 3, the aggrieved person may within ten (10) days after the decision request in writing to the President of the Association that the grievance be submitted to arbitration.
- b. The Association will, within ten (10) 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 Board Chair or a designee and the President of the Association or a designee will, within ten (10) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within ten (10) days, the American Arbitration Association will immediately be called upon to select one.
- d. The arbitrator selected will confer promptly with the representative of the Board and the Association, will review the records of the prior levels, and will hold such further meetings with the aggrieved person and other parties of interest as they deem requisite.
- e. The arbitrator will within thirty (30) days after their selection, render their decision in writing to all parties of interest, setting forth the findings of fact,

reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator will be submitted to the Board and the Association, and will be final and binding on the parties.

- f. The costs for the services of the arbitrator will be borne equally by the Association and the Board.

F. General Provisions

1. Any grievance not initiated or preceded in accordance with the procedures herein will be deemed waived.
2. Each grievance must be filed on the mutually acceptable grievance form attached as Appendix A.
3. No reprisals of any kind will be taken by either the grievant, the Association, or the Board against any participant in the grievance procedure because of such participation.
4. An employee may be represented at any level of the grievance procedure by a representative of their choice.
5. All documents, communications, and records dealing with the processing of a grievance, in cases where the Association President is the grievant acting on behalf of other Association members will be kept in a separate file and not in the Association President's personnel file.
6. The grievance procedure may be used by employees who believe they are performing work outside their job description because of inappropriate or significant changes in responsibility.

Part Six: Duration and Scope

Article XXVII – Duration

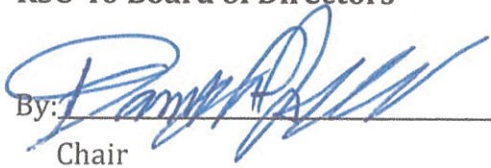
This Agreement will become effective on July 1, 2020 and will remain in full force and effect until midnight on June 30, 2023.

Article XXVIII – Scope of Agreement

- A. Copies of this Agreement will be made available by the Board to all employees described in Article I, Section A within thirty (30) days after the Agreement is signed. The cost for preparing the copies will be shared equally between the Board and the Association.
- B. This instrument will contain the entire agreement between the parties and no statement, promises or inducements made by any party hereto, or agent or employee of either party hereto, which is not contained in this written contract will be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and the year first above written, the signatures hereto being authorized to sign and agree to this agreement.

RSU 40 Board of Directors

By:  Date: 3 / 11 / 20
Chair

Medomak Valley Education Association

By:  Date: 3 / 11 / 2020
President

APPENDIX A

RSU 40 Grievance Form
Please print all information

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 occurred:

Date: _____ Time: _____ AM ___ PM ___

Place: _____

Complete statement by the grievant of the alleged violation. Include: events and/or conditions of the alleged violation(s) and the persons responsible.

Remedy sought (be specific):

_____/_____/_____
Signature of Grievant Date Filed

APPENDIX B

Bus Drivers			
	2020-21	2021-22	2022-23
Years		2.5%	2.5%
0	\$18.19	\$18.65	\$19.11
1	\$18.19	\$18.65	\$19.11
2	\$18.19	\$18.65	\$19.11
3	\$19.07	\$19.55	\$20.04
4	\$19.07	\$19.55	\$20.04
5	\$19.07	\$19.55	\$20.04
6	\$19.07	\$19.55	\$20.04
7	\$19.07	\$19.55	\$20.04
8	\$19.07	\$19.55	\$20.04
9	\$19.07	\$19.55	\$20.04
10	\$19.22	\$19.70	\$20.20
11	\$19.53	\$20.02	\$20.52
12	\$19.83	\$20.33	\$20.84
13	\$20.18	\$20.68	\$21.20
14	\$20.67	\$21.18	\$21.71
15	\$20.89	\$21.41	\$21.94
16	\$21.21	\$21.74	\$22.28
17	\$21.44	\$21.98	\$22.52
18	\$21.68	\$22.22	\$22.77
19	\$21.79	\$22.34	\$22.90
20	\$21.91	\$22.46	\$23.02
21	\$22.00	\$22.55	\$23.11
22	\$22.09	\$22.64	\$23.21
23	\$22.18	\$22.74	\$23.30
24	\$22.28	\$22.83	\$23.40
25+	\$22.43	\$22.99	\$23.56

Custodians			
	2020-21	2021-22	2022-23
Years		2.5%	2.5%
0	\$14.72	\$15.09	\$15.47
1	\$14.87	\$15.24	\$15.62
2	\$15.02	\$15.40	\$15.78
3	\$15.43	\$15.82	\$16.21
4	\$15.75	\$16.15	\$16.55
5	\$15.91	\$16.31	\$16.72
6	\$16.24	\$16.65	\$17.06
7	\$16.53	\$16.94	\$17.36
8	\$16.72	\$17.13	\$17.56
9	\$16.91	\$17.33	\$17.77
10	\$17.25	\$17.69	\$18.13
11	\$17.66	\$18.10	\$18.55
12	\$17.85	\$18.29	\$18.75
13	\$18.13	\$18.58	\$19.05
14	\$18.49	\$18.96	\$19.43
15	\$18.66	\$19.13	\$19.61
16	\$18.85	\$19.32	\$19.81
17	\$19.00	\$19.47	\$19.96
18	\$19.11	\$19.58	\$20.07
19	\$19.19	\$19.67	\$20.16
20	\$19.26	\$19.74	\$20.23
21	\$19.31	\$19.79	\$20.28
22	\$19.36	\$19.84	\$20.34
23	\$19.41	\$19.89	\$20.39
24	\$19.46	\$19.95	\$20.45
25+	\$19.53	\$20.02	\$20.52

Bus Mechanics			
	2020-21	2021-22	2022-23
	2.5%	2.5%	2.5%
	\$24.42	\$25.03	\$25.65

Head Custodians will receive an additional \$1.00 per hour plus 10 cents per employee they supervise.

Longevity Pay for Bus Mechanics:

- After 15 years - an additional \$0.15 per hour
- After 20 years - an additional \$0.30 per hour
- After 25 years - an additional \$0.45 per hour

Educational Technicians I			
	2020-21	2021-22	2022-23
Years		2.5%	2.5%
0	\$13.37	\$13.70	\$14.04
1	\$13.52	\$13.86	\$14.21
2	\$13.69	\$14.04	\$14.39
3	\$13.99	\$14.34	\$14.70
4	\$14.28	\$14.64	\$15.01
5	\$14.47	\$14.83	\$15.20
6	\$14.87	\$15.24	\$15.62
7	\$15.05	\$15.43	\$15.82
8	\$15.31	\$15.70	\$16.09
9	\$15.50	\$15.89	\$16.29
10	\$15.77	\$16.17	\$16.57
11	\$16.05	\$16.45	\$16.86
12	\$16.33	\$16.74	\$17.16
13	\$16.57	\$16.98	\$17.41
14	\$16.76	\$17.18	\$17.61
15	\$16.97	\$17.39	\$17.83
16	\$17.13	\$17.56	\$18.00
17	\$17.25	\$17.68	\$18.12
18	\$17.49	\$17.93	\$18.37
19	\$17.57	\$18.01	\$18.46
20	\$17.62	\$18.06	\$18.51
21	\$17.66	\$18.10	\$18.55
22	\$17.70	\$18.14	\$18.60
23	\$17.74	\$18.18	\$18.64
24	\$17.78	\$18.22	\$18.68
25+	\$17.83	\$18.28	\$18.73

Educational Technicians II			
	2020-21	2021-22	2022-23
Years		2.5%	2.5%
0	\$15.47	\$15.86	\$16.25
1	\$15.63	\$16.03	\$16.43
2	\$15.84	\$16.24	\$16.65
3	\$16.33	\$16.74	\$17.16
4	\$16.62	\$17.03	\$17.46
5	\$16.80	\$17.22	\$17.66
6	\$17.06	\$17.49	\$17.93
7	\$17.30	\$17.73	\$18.18
8	\$17.57	\$18.01	\$18.46
9	\$17.77	\$18.21	\$18.67
10	\$18.07	\$18.52	\$18.98
11	\$18.40	\$18.86	\$19.34
12	\$18.63	\$19.10	\$19.58
13	\$18.85	\$19.32	\$19.80
14	\$19.03	\$19.51	\$20.00
15	\$19.19	\$19.67	\$20.17
16	\$19.37	\$19.86	\$20.35
17	\$19.47	\$19.96	\$20.46
18	\$19.60	\$20.09	\$20.59
19	\$19.68	\$20.17	\$20.68
20	\$19.73	\$20.22	\$20.73
21	\$19.77	\$20.27	\$20.77
22	\$19.81	\$20.31	\$20.81
23	\$19.85	\$20.35	\$20.86
24	\$19.90	\$20.39	\$20.90
25+	\$19.95	\$20.45	\$20.96

Educational Technicians III			
	2020-21	2021-22	2022-23
Years		2.5%	2.5%
0	\$17.18	\$17.61	\$18.05
1	\$17.42	\$17.85	\$18.30
2	\$17.64	\$18.09	\$18.54
3	\$17.93	\$18.38	\$18.84
4	\$18.26	\$18.72	\$19.19
5	\$18.55	\$19.02	\$19.49
6	\$18.94	\$19.42	\$19.90
7	\$19.18	\$19.66	\$20.15
8	\$19.45	\$19.93	\$20.43
9	\$19.67	\$20.16	\$20.67
10	\$19.96	\$20.46	\$20.97
11	\$20.30	\$20.81	\$21.33
12	\$20.60	\$21.12	\$21.65
13	\$20.86	\$21.38	\$21.92
14	\$21.06	\$21.59	\$22.13
15	\$21.25	\$21.78	\$22.33
16	\$21.44	\$21.97	\$22.52
17	\$21.55	\$22.09	\$22.64
18	\$21.75	\$22.30	\$22.85
19	\$21.88	\$22.42	\$22.98
20	\$21.93	\$22.48	\$23.04
21	\$21.97	\$22.52	\$23.08
22	\$22.01	\$22.56	\$23.13
23	\$22.05	\$22.61	\$23.17
24	\$22.10	\$22.65	\$23.22
25+	\$22.15	\$22.70	\$23.27

Educational Technicians who are Behavioral Health Professional (BHP) certified and are required to perform BHP duties will receive an additional \$1.00 per hour.

Food Service Workers			
	2020-21	2021-22	2022-23
Years		2.5%	2.5%
0	\$13.61	\$13.95	\$14.30
1	\$13.80	\$14.14	\$14.50
2	\$13.96	\$14.31	\$14.67
3	\$14.17	\$14.53	\$14.89
4	\$14.39	\$14.75	\$15.12
5	\$14.61	\$14.98	\$15.35
6	\$14.84	\$15.21	\$15.59
7	\$15.05	\$15.42	\$15.81
8	\$15.21	\$15.59	\$15.98
9	\$15.37	\$15.75	\$16.15
10	\$15.71	\$16.10	\$16.51
11	\$15.86	\$16.26	\$16.67
12	\$16.01	\$16.41	\$16.82
13	\$16.19	\$16.60	\$17.01
14	\$16.38	\$16.79	\$17.21
15	\$16.57	\$16.99	\$17.41
16	\$16.70	\$17.12	\$17.54
17	\$16.76	\$17.18	\$17.61
18	\$16.79	\$17.21	\$17.64
19	\$16.82	\$17.24	\$17.67
20	\$16.91	\$17.34	\$17.77
21	\$16.92	\$17.35	\$17.78
22	\$16.94	\$17.36	\$17.80
23	\$16.95	\$17.38	\$17.81
24	\$16.96	\$17.39	\$17.82
25+	\$16.99	\$17.41	\$17.85

Kitchen Managers will receive an additional \$1.00 per hour plus 10 cents per employee they supervise.

Maintenance Workers			
	2020-21	2021-22	2022-23
	2.5%	2.5%	2.5%
	\$20.57	\$21.09	\$21.61

Longevity Pay for Maintenance Workers:

- After 15 years - an additional \$0.15 per hour
- After 20 years - an additional \$0.30 per hour
- After 25 years - an additional \$0.45 per hour

Secretaries			
	2020-21	2021-22	2022-23
Years		2.5%	2.5%
0	\$15.77	\$16.17	\$16.57
1	\$15.94	\$16.34	\$16.75
2	\$16.11	\$16.51	\$16.92
3	\$16.42	\$16.83	\$17.26
4	\$16.76	\$17.18	\$17.61
5	\$16.95	\$17.38	\$17.81
6	\$17.36	\$17.79	\$18.24
7	\$17.60	\$18.04	\$18.49
8	\$17.89	\$18.34	\$18.79
9	\$18.09	\$18.54	\$19.01
10	\$18.51	\$18.97	\$19.45
11	\$19.03	\$19.50	\$19.99
12	\$19.31	\$19.80	\$20.29
13	\$19.54	\$20.03	\$20.53
14	\$19.72	\$20.21	\$20.72
15	\$19.92	\$20.42	\$20.93
16	\$20.03	\$20.53	\$21.05
17	\$20.13	\$20.63	\$21.15
18	\$20.23	\$20.74	\$21.25
19	\$20.28	\$20.78	\$21.30
20	\$20.29	\$20.80	\$21.32
21	\$20.30	\$20.81	\$21.33
22	\$20.31	\$20.82	\$21.34
23	\$20.33	\$20.83	\$21.35
24	\$20.34	\$20.85	\$21.37
25+	\$20.36	\$20.87	\$21.40

The Registrar will receive an additional \$1.62 per hour.

