COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MT. BLUE REGIONAL SCHOOL DISTRICT - RSU 9

AND

MT. BLUE REGIONAL SCHOOL DISTRICT
EDUCATION ASSOCIATION

SUPPORT STAFF

2024-2027

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PREAMBLE

This Agreement is entered between the Mt. Blue Regional School District - RSU 9's Board of Directors and the Mt. Blue Regional School District Education Association.

WHEREAS, the Board and the Association have reached certain understandings which they desire to confirm in this Agreement,

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I - RECOGNITION

A. The Mt. Blue Regional School District Board of Directors - RSU9, (hereinafter referred to as the Board), recognizes the Mt. Blue Regional School District Education Association, (hereinafter referred to as the Association), as the sole and exclusive bargaining agent, as defined in Title 26 M.R.S.A. § 962 of a unit consisting of the entire group of drivers, bus drivers, bus driver/custodians, bus driver/maintenance, maintenance, security, mechanics, lube technicians, lead personnel, custodians, secretaries, education technicians, study hall monitors, bus aides, American sign language interpreters, registrar, and Certified Occupational Therapist Assistant (COTA) who have been employed with RSU 9 for nine (9) months or more.

B. The term "employee" shall refer to all employees in the bargaining unit except where specific language refers to only one classification of employees.

C. The term "driver" shall mean any RSU 9 employee, including bus and car drivers, receiving pay for the purpose of operating a district vehicle transporting RSU 9 students.

ARTICLE II - MANAGEMENT RIGHTS

A. Except as explicitly limited by a specific written provision of this Agreement, the Board shall continue to have all rights, functions, powers, duties, or authority available to it under law. A failure to exercise any function reserved to the Board shall not be deemed a waiver of its right to exercise such function. The exercise of any right or power of the Board or the effect thereof shall not become the basis for a grievance or a prohibited practice complaint in and of itself, nor because it is alleged to have been done inconsistently or in violation of past practice.

B. The Association acknowledges the right of the Board to make such rules and regulations governing the conduct of its employees in accord with this Agreement.

ARTICLE III - PROBATIONARY PERIOD

A. All newly hired employees shall serve a probationary period of nine (9) working months. Probationary employees shall have their benefits and wages set by the Board. The Board shall have the discretion to place any new employee on the salary schedule based on the employee's actual work experience and/or training within the specific job classification based on the current support staff salary and, upon completion of the probationary period, employees who are retained shall be covered by the Agreement.

B. Probationary employees will earn one sick day at the start of each month of their probationary period. At the beginning of the tenth (10th) month of employment, the employee shall receive the full complement of fourteen (14) sick days, minus any sick days used during the probationary period.

C. During the probationary period, probationary employees can apply for any position openings.

ARTICLE IV - EXAMINATIONS

A. The Board shall require each driver to have an annual physical and such requirement shall be promptly complied with. Examinations shall be taken during working hours. Examinations shall be fully paid for by the Board. Said examination shall be completed no later than the day before school opens.

B. The Board reserves the right to select its own occupational health vendor at no cost to the employee. If the vendor offers a choice of medical personnel for the annual physical, the employee shall select the examiner.

C. The Board shall require each new driver, custodian, mechanic and maintenance staff member to have a physical examination. The employee required to have a job suitability physical will be expected to demonstrate, and to be certified by the District's examining physician, essential job functions of their job description.

ARTICLE V - EMPLOYEE RIGHTS

A. Pursuant to Title 26 M.R.S.A. § 961 and the following, the Board hereby agrees that every employee of the Board has the right to freely organize, join or not join, and support or not support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Maine, the Board undertakes and agrees that it shall not directly nor indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred under Title 26 M.R.S.A. § 961. The Board further agrees that it shall not discriminate against any employee with respect to hours, wages, or working conditions by reason of their membership in the Association.

B. Any formal written complaints regarding an employee by any parents, students, or other persons that warrant further action shall be called to the attention of the employee and investigated. Should it become necessary to conduct an investigation into alleged misconduct against an employee concerning any matter which could adversely affect the continuation of that employee in their position, salary, or increments pertaining thereto, or any matter which could lead to disciplinary action, the employee shall be advised an investigation is being conducted. The employee shall also be told the nature of the investigation as specifically as possible without jeopardizing the investigation. Before the employee being investigated is questioned as part of that investigation, the employee shall be given prior written notice that an investigatory meeting will be taking place. The employee will be entitled to have a representative present during such an investigatory meeting. Other employees questioned as part of the investigation are not entitled to the same information as the employee being investigated. A request for a reasonable continuance shall be granted if a representative is not available. The investigation will be conducted by the superintendent or their designee, provided, however, the designee may not be a member of the Board.

C. At the conclusion of the investigation, the employee will be informed of the results of such investigation in writing. If the results of the investigation show the allegations are unfounded, such will be noted in the investigation record. When an investigation has taken place, which concludes no wrongdoing by the employee, a letter indicating the allegations were unfounded will accompany all documents in the employee's personnel file. If the result of the investigation shows the allegations are proven, the employee shall be advised in writing and provided a copy of all pertinent information used.

D. Before disciplinary action is imposed, the superintendent or designee taking such discipline shall afford the employee the opportunity to rebut the findings against them. Such meeting shall be mutually scheduled and must take place not more than ten (10) working days after receipt of the finding.

E. Discipline and Discharge: No employee who has satisfied the probationary period shall be issued a written reprimand, suspended, or discharged without just cause. Any written reprimand is subject to the grievance procedure with the understanding that the decision of the Board of Directors is not appealable to arbitration.

F. When it is necessary to suspend an employee, the employee will be notified and the suspension shall be immediate and without pay. A written explanation will be provided to the employee within three (3) business days.

ARTICLE VI - ASSOCIATION RIGHTS

A. When any representative of the Association or any employee is mutually scheduled by the parties to participate in negotiations (including grievance proceedings, mediation, fact-finding, or arbitration), conferences, or meeting with the Board and/or its representatives, they shall suffer no loss of pay or any action which may affect their employment or salary status.

B. The local Association will be permitted to transact its business on school property, provided that this does not interfere with or interrupt normal school operations and that permission is granted by the principal or appropriate supervisor. The local Association has the right to utilize personnel from the state and national levels in the process of transacting such business.

C. The Association and its representatives may have the right to use school buildings at reasonable hours for meetings, provided that the principal or appropriate supervisor of the building in question has approved in advance the time and place of all such planned meetings.

D. The Association may have the right to use the school facilities and equipment on school property-and all types of audiovisual equipment when such equipment is not otherwise in use, with the permission of the principal or appropriate supervisor in each case, and charges will be made for materials used.

E. The Association shall have, in each building, the right to use a bulletin board in each custodian's room, in the bus garage staff room, and in each existing faculty/employee lounge with the approval of each principal or appropriate supervisor and the superintendent. The Association may have the right to the use of the bulletin board in the Central Office for Association notes with the approval of the superintendent.

F. The Association may have the right to use the inter-school mail facilities, school email system, and school mailboxes, as long as it does not interfere with normal operation.

G. Every year up to five (5) paid days leave will be allowed should the Association President or designee(s) attend local, state, or national conferences, or other business pertinent to Association affairs, provided substitutes are available, they shall be excused with pay provided that the Association shall reimburse the Board for the salary of the substitute. A written notification for leave shall be submitted to the superintendent by the President of the Association three (3) working days prior to the meeting. The Board shall attempt to hire a substitute for the requested days.

H. Both parties agree to make available to the other, in response to reasonable and timely requests, any information related to bargaining issues.

I. Both parties agree to make available to the other in response to reasonable and timely requests, any information related to the processing of a grievance.

ARTICLE VII - WAGES

A. Eligible employees shall be paid wages as specified in APPENDIX A.

B. The workweek shall be Monday through Sunday.

C. Method of payment

1. Year-round employees shall be paid as an as-earned basis not more than one (1) week after the employee's first day of employment. Thereafter, the employee shall be paid on a two-week basis.

2. School-year employees shall have the following bi-weekly pay options:

    a. Pay for the hours earned during the fourteen (14) day pay period.

    b. Pay averaged over twenty-six (26) pay periods between September and August. Adjustments for additional hours beyond the employee's regular schedule or for loss of hours from the employee's regular schedule shall be made from the employee's wages for the pay period in which the additional work or loss of work occurred.

    The pay choice made will remain in effect until the start of the next school year and will not change from year to year unless the employee notifies the superintendent in writing on or before August 1st.

    In the event that the pay averaging option chosen results in the employee having insufficient gross pay to meet the employee's health and/or dental deductions in any given pay period, the employee agrees to pay the RSU the insufficient amount by the end of the month in which the event occurs. The RSU agrees to notify the employee in writing of any such insufficient funds and the due date of said funds.
    Employees leaving employment with the RSU prior to the end of their pay option's bi-weekly pay period will receive a final settlement of their earned pay (including pro-rated vacation and holiday pay) no more than two (2) bi-weekly pay periods following their termination date.

3. All employees will have their paychecks directly deposited to the employee's authorized financial institution and shall receive an electronic notification of the direct deposit to their individual district email address.

4. The Association and the employees shall fully indemnify and hold the District, Board and superintendent and/or designee completely harmless against any claims or suits of any nature which may arise by reason of the Board's compliance or noncompliance with the terms of this Article.

D. Wage adjustments shall be made annually on July 1 and shall be based on the employee's credited experience on the salary schedule. Employees who begin work between July 1 and January 1 shall be given credit for a full year of employment for purposes of step progression.

E. An employee who is promoted to a classification in a higher wage track or classification shall take with them their experience step and be placed on the new track according to this experience.

F. Experience Credit: The superintendent shall place any new employee on the salary schedule based on the employee's actual work experience and/or training within the specific job classification.

G. Shift Differential: Those employees who normally work the so-called second (2nd) and third (3rd) shift shall receive a $.25 per hour differential. Regular second (2nd) and third (3rd) shift employees who temporarily work first (1st) shift will receive the shift differential.

H. Experience step increases and/or other wage increases shall only be granted upon ratification of the Agreement by both parties. The effective date of any step increase shall be determined by the parties in the settlement terms of the successor Agreement.

I. Special License Differential: Any licensed employee who is assigned the responsibility of water quality testing shall receive an additional twenty (20) cents per hour added to their regular hourly rate of pay.

J. Employee hours will be tracked by an electronic system chosen by the district.

K. Nursing Responsibilities: Any employee covered by this contract, who in the judgment of the head nurse, and in consultation with the superintendent or their designee, is required to conduct nursing duties outside of their job description, when the nurse is not on the premises for an hour or more, shall receive the same hourly differential as the day treatment program educational technicians.

ARTICLE VIII - CONDITIONS OF EMPLOYMENT

A. Health Insurance

1. The Board shall contribute 79.5 % of the cost of Choice Plus of MEA Benefits Trust/Anthem Health Insurance plan. Employees working for RSU 9 as of 30 June 2015 who had single-person health insurance will be grandfathered at the 80% coverage level by the district for the duration of this contract should they choose. The employee will have the remainder of the cost deducted from the employee's salary check(s) toward the cost of the plan the employee is eligible for as determined by their marital status and number of eligible dependents in the program selected by the Board. An employee may elect to participate in the MEA Standard Health Insurance Plan, Standard 500 or Standard 1000, if available, and shall pay the difference in the monthly premium cost. The Board is not responsible for any modifications to benefits or out-of-pocket expenses imposed by the health insurance company. In the event that the MEA health plan is not available, the Board and the Association shall meet to negotiate other health insurance plans.

2. There shall be no dual insurance coverage for employees and/or their dependents and the cash-in-lieu option is not available to them.

3. Cash-in-lieu Option

    a. Any employee, who chooses to decline the MEA Benefit Trust Plan health insurance coverage and provides proof of insurance coverage outside the employer (other than a subsidized government plan, e.g. Medicare, MaineCare), shall receive three thousand, seven hundred fifty dollars ($3,750) in lieu of insurance coverage provided the following conditions are met:

        1. If an employee is opting out of the district health insurance plan, they must provide notice (paperwork for cash-in-lieu and proof of other insurance) between May and August 20th.

        2. Employees are required to report any errors for their health insurance or cash-in-lieu by September 30th in order for the business office to rectify any errors for the current contract year.

    b. New hires shall, at the time of employment, decide whether to participate in the cash-in-lieu program.

    c. Once an employee elects to participate in this cash-in-lieu program, the employee cannot rejoin the District's health insurance plan during the year except in case of a bona fide reason according to the IRS's rules and regulations (i.e. change in marital status, birth of a child, loss of health insurance) or during the insurance plans open enrollment period. In such cases, the employee shall not be eligible for any cash-in-lieu payment.

    d. If an employee wishes to reinstate district health coverage due to a qualifying event during the contract year, they must notify the district immediately. Upon notification of the qualifying event, the district will cease the in-lieu payment and district health coverage shall be reinstated.

    e. The in-lieu payment will be distributed in equal bi-weekly installments over the course of the insurance year (between September and June).

B. Workers' Compensation: The Board shall provide workers' compensation coverage for all employees.

C. The Board shall provide dental insurance for each full-time employee. The Board shall contribute the cost of the employee's single subscriber plan in the program selected by the Board. The employee will have the option to add additional family members at the employee's expense through payroll deduction.

D. The Board agrees to formally adopt a section 125 cafeteria plan to permit employees to pay insurance premiums with pretax dollars and to have deductions for dependent care.

E. Use of Personal Vehicle

Employees who may be required to use their own automobiles in the performance of their duties, and employees who are assigned to more than one school per day, shall be reimbursed for all travel at the rate that is calculated as an average of the State mileage rate and the Federal mileage rate in place on September 1 each year under the following guidelines:

Miles required by the administration to be traveled in the employee's vehicle during the assigned workday shall be eligible for reimbursement upon completion of the mileage reimbursement form and approval of the superintendent or the superintendent's designee.

F. Tool Allowance: Any employee (mechanics, lube technician, and maintenance staff), who is required to supply their own tools to perform their assigned duties, shall receive an annual tool allowance of three hundred twenty-five ($325) dollars subject to the written approval of the employee's supervisor.

G. Uniforms

1. Uniforms for employees (excluding secretaries, education technicians, and duty monitors), will be provided to the employee from a list of designated uniform components. Maintenance and mechanics shall be provided four (4) pairs of pants, shirts, and a jacket annually. At no additional cost to the District, employees may opt to lease uniforms from a designated vendor. All OSHA-required safety clothing/equipment shall be provided as needed. It is understood that all employees covered by this Agreement, (excluding secretaries, education technicians, and duty monitors) shall wear the uniform whenever working for RSU 9. Dark-colored jeans are considered acceptable provided they are not torn or showing excessive wear. Staff will be informed of their annual uniform allocation at the beginning of the year and permitted to use that as required. A uniform exemption may be granted with the prior approval of the supervisor.

2. Notwithstanding the above section, any employee eligible for uniforms and who is beginning their fourth (4th) year or more shall be allowed to use their designated uniform allotment to purchase substitute items from the approved uniform list including safety shoes. It is understood that if the employee uses all of their annual allotment and is in need of replacement of their normal uniform item(s), the employee shall be responsible for purchasing said item(s) if requested to do so by a supervisor.

H. Assignment: Schedules of employees who are assigned to more than one school shall be arranged between the affected administrators. If a disagreement exists over a tentative schedule, the administrators involved shall meet with the superintendent whose decision shall be final. Such employees shall be notified of any changes in their schedule as soon as practicable.

I. Administration of Medication

1. No employee shall be required to administer or dispense medication, either prescription or non-prescription, to a student without the appropriate required training provided by a licensed health professional and advance written permission from the student's parent or legal guardian.

2. At the beginning of each school year, the employee's supervisor and the school nurse shall provide the employee with a written procedure to follow when assisting students with their prescription needs.

3. The Board shall not seek legal action for each employee who is authorized to administer or dispense medication, either prescription or non-prescription, to the extent of the Board's liability policy.

J. Custodian-School Bus Driver License

1. The District will strive to maintain at least six (6) more licensed bus drivers than there are routes. In the instance that an employee with said bus driver license should leave the district or move from a driver position (reducing the total to fewer than 6), the posting for a position will require the obtaining and use of a bus license.

2. Failure to obtain and maintain the required school bus driver's license may result in the employee's discharge from employment.

3. The Board shall pay the cost of the school bus driver test, training for the test, and the initial school bus license fees.

ARTICLE IX - LEAVES

A. Leaves of Absence: The superintendent may grant a leave of absence subject to the following: Any leave of absence shall be presented to the superintendent in writing. The superintendent shall review and issue a decision within seven (7) days of the receipt of the written proposal. An employee who has an approved leave of absence of one (1) year or more and returns will not be credited with a year of employment, but the continuity of service will not be considered broken when considering seniority.

B. Sick Leave

1. At the beginning of each contract year, leave for personal illness shall be granted to all full-time employees at the rate of fourteen (14) days per year for all members of the bargaining unit, accumulative to a maximum for one hundred and eighty (180) days including days from previous years as well as the current school year. Sick leave is prorated to employees who work less than full time in the following classifications:

a. Drivers
b. Custodians
c. Lube Technician
d. Lead Custodian
e. Mechanics
f. Lead Mechanic
g. Lead Driver
h. Maintenance

a. Sick leave shall accumulate only for consecutive years of employment, is not transferable, and no reimbursement shall be made for unused days, except for the retirement benefit listed in Article XXII.

2. Sick leave is defined as one's own illness or illness within the immediate family and the employee's presence is of a compelling nature. Immediate family is defined to include grandparent, parent, spouse, child, sibling, to include step and in-law relationships, or any person residing within the household of the employee.

3. After investigation and upon notification to the employee, the superintendent or assistant superintendent may request a physician's certificate for any employee whose absenteeism may indicate a pattern of sick leave abuse.

4. Each employee shall be notified at the beginning of the school year as to their accumulated sick leave.

5. Wellness Incentive Program: If a full-time (either year-round or school-year) employee uses three (3) days or less of sick leave and does not take unpaid days during the year, the employee shall receive at the end of the year a stipend equal to one (1) day's pay based on the employee's regular day's pay.

6. School-year employees scheduled for shifts during school vacations and during summer school may access any accumulated sick time. A supervisor may request documentation in accordance with section B(4) of this article.

C. Sick Leave Bank

1. During September of each year, every support staff employee will be given the option to opt out of becoming a member of the sick leave bank for the year or will become a member by donating one day of their sick leave to the bank. Membership entitles the employee to apply for additional sick days from the bank. Failure to become a member during the enrollment period will disqualify the employee from applying to the bank for additional days during the year.

2. The maximum number of sick leave bank days shall not exceed two hundred and fifty (250) days and any unused sick leave days shall be carried over into the next year up to the allowable maximum number of days.

3. The bank will be administered by a continuing committee composed of the superintendent, a Board member or designee, and two (2) employees designated by the Association who are members of its executive committee. In order for days to be granted, a majority vote of the committee shall be required. The decision of the Sick Leave Bank Committee shall be final and not subject to Article XIV, Grievance Procedure.

4. An employee shall be able to withdraw from the bank only after: (i) their own sick leave accumulation has been depleted; and (ii) a waiting period of five (5) consecutive workdays has been served. Applications must be for a minimum of five (5) workdays. A maximum of thirty (30) days can be drawn by any one individual from the pool for each illness or disability. Exceptions may be granted for catastrophic illness. The Sick Leave Bank Committee may require a doctor's certificate verifying the disability or injury.

D. Additional leave for personal illness may be granted without pay for each day absent.

E. Any employee who is injured while working in employment not connected with their school employment shall not be eligible for sick leave benefits under this article if they are eligible.

F. For Workers Compensation benefits from another employer. Deductions for each day absent for such leave shall be at the employee's daily rate of pay.

   If an employee is eligible for Workers' Compensation benefits, they shall not be eligible for coverage under sick leave beyond the difference between the Workers' Compensation payment and their regular take-home pay. The Board shall pay an employee sick leave pay, provided the employee has sick leave available until Workers' Compensation benefit payments begin. At the time Workers' Compensation payments begin, the employee shall reimburse the Board for all sick leave pay received during the period of time that Workers' Compensation benefits were received.

G. Jury Duty

   Employees shall be granted a paid leave of absence any time they are required to report for jury duty or jury service during a normal working day. Employees excused from jury duty during normal work hours shall report back to their places of employment promptly.

H. Military Leave

   Employees who are called into active military service while employed by RSU 9 shall be given credit for the number of years of involuntary service on the wage scale. No credit will be given for military experience unless the above qualifications are met.

I. Bereavement Leave:

   1. For the purpose of this section, which relates to the death of a member of the immediate family, the immediate family is defined to include parents, parents-in-law, brother-in-law, sister-in-law, stepparents, stepchild, grandparents, husband, wife, child, brother, sister, or any loved ones at the discretion of the superintendent or designee). In case of death of a member of the immediate family, the employee shall be excused, without loss of pay, for an absence not to exceed five (5) workdays to attend the funeral or tend to other matters associated with the death.

2. The person can apply for additional days in case of the death of any other person whose bereavement an employee attends, such employee may be excused without loss of pay, for an appropriate period not to exceed one (1) day. In the event, the death occurs outside of the employee's normal work year and the bereavement is subsequently scheduled during the employee's workday, the employee shall be allowed to attend the bereavement without loss of pay.

J. Firefighting Leave:

An employee who serves as a firefighter in one of the towns within RSU 9 shall receive their regular rate of pay for any hours missed during any workday on which they are called to a fire before the start of work or during the workday. The employee is expected to return to work when their firefighting responsibilities are completed. The time paid during such firefighting shall be treated as other time paid but not worked. To receive this paid leave, the fire call must come from the fire department for the town where the employee resides or in response to a mutual aid call from the employee's town of residence.

K. Additional Leaves:

Leaves of absence either with or without pay may be granted at the discretion of the Board. Seniority, sick leave accumulation, and scale placement benefits to which an employee was entitled at the time of such leave of absence commenced may be restored to them upon return from said leave, and they shall be assigned to the same position, if available, which they held at the time their leave commenced, or if not, to a substantially equivalent position. All leave requests and grants shall be in writing. An employee on any unpaid leave of more than five (5) days shall be responsible for reimbursing the Board the total employer's cost of insurance benefits on a per diem basis. It is understood that the ratio used shall be the number of leave days which are unpaid compared to the number of days in the total work year (261).

L. Personal Leave:

1. Unrestricted personal days shall be granted as follows; two (2) paid days per year for employees who receive vacation time, and three (3) paid days per year for employees that do not receive vacation time provided that:

    a. The employee gives five (5) business days written notice of anticipated absence; and

    b. only two (2) employees per building shall be granted personal leave per day.

2. Personal leave may be taken in half (1⁄2) day increments.

3. Exceptions may be granted at the discretion of the superintendent or designee.

4. Employees who do not use all of their personal days will be paid for each unused personal day (up to 3 days) at the following rates - full pay for the 1st unused day, $85 for each of the 2nd and 3rd unused days.

M. Earned paid leave runs concurrently with all types of paid time off or leave (personal days, sick or vacation).

ARTICLE X - HOLIDAYS

A. The Board shall grant employees the listed paid holidays, subject to the conditions being met. In order to be eligible for holiday pay, except for Veterans' Day, Christmas, New Year's Day, and Presidents' Day, holidays, which shall be paid to all employees with no restrictions, the listed holiday must fall within the workweek of an employee.

1. Labor Day
2. Indigenous People's Day
3. Veterans Day*
4. Thanksgiving
5. Day After Thanksgiving
6. Christamas
7. New Year's Day
8. Martin Luther King Jr. Day
9. President's Day
10. Patriot's Day
11. Memorial Day
12. Juneteenth**
13. Independence Day

*When Veterans' Day falls on a Saturday or Sunday, the Board may observe it on Wednesday, the day before Thanksgiving. In the alternative, the Board may elect to observe it on Friday if it falls on Saturday, or on Monday if it falls on Sunday.

**The employee is scheduled to work immediately prior to and following Juneteenth in order to receive holiday pay.

B. The employee must work their last scheduled workday before, and the first scheduled day after, a holiday to receive holiday pay unless they are on vacation, ill, or on an approved leave. If required by an administrator, the employee will provide a doctor's note certifying an illness or injury. Any leave approved by the superintendent or assistant superintendent, paid or unpaid, taken immediately before or after a paid holiday, will qualify for holiday pay under this Section. Disputes over denial of the approval of the leave may be grieved up to and including level three (3). The Board's decision is final and not arbitral. The superintendent or assistant superintendent shall provide an electronic response to a leave request not later than seven (7) days after receipt.

ARTICLE XI - VACATIONS

A. Vacation days for drivers, custodians, mechanics, maintenance, lead maintenance, lube technicians, lead custodians, lead mechanics, lead drivers, and registrar must be taken prior to the end of the contract year unless special permission is granted by the superintendent or their designee to carry days over into the next contract year.

1. For the purpose of calculating vacation time, July 1 shall be considered the anniversary date. Vacation time is normally not given until after July 1 following the year in which it is accumulated.

2. Employees hired between July 1 and January 1 shall be given credit for a full year of employment for the specific limited purpose of vacation calculation only.

B. The qualifying full-time employees, which excludes the bus aides, ed techs, secretaries, study hall monitors, COTA, and ASL techs shall be allowed vacation time as follows:

    1. First sixty working days of employment: No vacation time.

    2. For each sixty (60) working days of employment after the first sixty and until the first July 1: One day of vacation time.

    3. After one full year (July 1 - June 30): One week of vacation time.

    4. After two full years (July 1 - June 30): Two weeks of vacation time.

    5. After eight (8) full years (July 1 - June 30): Three weeks vacation time.

    6. After twelve (12) full years (July 1 - June 30): Four weeks of vacation time.

C. Vacation time will be prorated for full-time/school year only eligible employees from the driver, custodian, mechanic, and maintenance employee classifications.

D. If an eligible employee separates from RSU 9 during the year and before July 1, it is at the discretion of the superintendent to determine the portion of any vacation time that will be given.

E. All requests to take vacation time shall be submitted by the eligible employee to the appropriate supervisor as far in advance as possible and shall be subject to the approval of the supervisor. The superintendent or assistant superintendent shall provide an electronic response to a vacation request not later than seven (7) days after receipt.

F. Eligible employees with up to and including two or more weeks of vacation will take five (5) or more days of their vacation during designated periods within the summer school break unless special permission is granted by the superintendent or their designee. Any remaining vacation days will be used during school vacations, snow days or with prior permission by the superintendent or their designee.

    Eligible employees with three or four weeks of vacation may take the third and, if applicable, the fourth week during the school year with permission granted by the superintendent or their designee. Any days beyond the aforementioned five (5) days to be used between July 1 and August 15, vacation time is to be taken during snow days, school vacations, or with prior permission by the superintendent or their designee.

    Employees working in the summer program may be permitted to use vacation days up to and including August 22nd.

    If two or more people apply for the same time period, they may be asked to try and resolve who is to change to another time. If no resolution can be made, the person who has submitted their request first has preference. Vacation time requests shall be made for a minimum of 1/2 day or more.

G. Employees with one week or less of vacation are required to take those days between July 1 and August 15.

H. Employees who do not use all of their vacation days will be paid $100 per unused vacation day (up to 3 days). Request for incentive needs to be sent to the Business Office by June 1st to be paid out the last payroll in June. This incentive does not apply to full-time school year only employees.

ARTICLE XII - PAYROLL DEDUCTION

A. Upon receipt of annual written authorization from any employee, the Board shall provide the following deductions in addition to those required by law:

1. Health Insurance
2. Dental Insurance
3. Disability Insurance
4. MPERS Life Insurance
5. Cancer Insurance
6. United Way
7. Dependent Care
8. IRAs
9. 403(b) Plans
10. Association Dues - Local, State & National

B. Authorization for these deductions must be made no later than seven (7) calendar days before the first payroll date of each school year. The Board agrees to deduct the amounts authorized and to forward the amounts deducted to the appropriate agency within fifteen (15) days after the last payroll date of the month. Only two (2) changes per employee per year will be permitted for items 2 through 9. Those changes may be made, in addition to the first payroll of the school year, on the first payroll in January, and the first payroll in May. Item 10 may only be changed in February and September. Item 1 may be changed as needed.

C. The Association will submit the member list to the business office by September 30th. The Board agrees to deduct from employees' salaries money for local, state, and national Association dues as authorized by the employee in writing. Deductions shall be taken in eighteen (18) equal installments. Authorization shall be continuous unless an employee revokes such authorization by giving notice to the Association and the Board between August 15 and September 15 of any year. The Association shall certify in writing to the Board the current rates of local, state, and national dues by September 15th; and will give written notice of any changes in dues prior to the effective date of the changes. The Association shall indemnify and hold the Board and payroll employees harmless against all claims and suits, which may arise by reason of making any such deductions.

D. United Way contributions shall be deducted in twenty (20) equal installments beginning each September.

E. Should any other employee payroll deduction incur a fee, said fee will be deducted from the employee’s regular payroll.

F. The Association shall fully indemnify and hold the District, Board, and superintendent and/or designee completely harmless against any claims or suits of any nature, which may arise by reason of the Board's compliance or noncompliance with the terms of this Article.

ARTICLE XIII - REDUCTION IN FORCE

A. Seniority

1. Seniority shall mean the employee's length of continuous service with the Board since the employee's most recent date of hire in the bargaining unit. An employee with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months, which are not included in the employee's work year. A probationary employee shall have no seniority during the probationary period, but upon completion of this period, shall have seniority retroactive to the date of hire. A part-time employee's seniority shall be prorated.

2. Continuous service shall be broken by voluntary resignation, retirement, or discharge. Seniority shall not be broken during a layoff.

B. Seniority List

The superintendent shall annually post a seniority list by classification no later than October 1. Employees who work in more than one classification shall be listed within the classification in which the employee works a majority of their time. The list shall be posted in each building and a copy shall be provided to the President of the Association. The Association President must notify the superintendent of any alleged discrepancies in the list no later than thirty (30) days after receipt of the list, otherwise, the list shall be deemed to be accurate.

C. Classification

1. Drivers (Non-CDL)
2. School Bus Drivers (CDL) & Lead Driver
3. Lead Custodian & Custodians
4. Lube Technician
    i. (State Inspection Licence Required)
5. Lead Mechanic & Mechanics
    i. (State Inspection Licence Required)
6. Lead Maintenance & Maintenance
7. Secretaries
8. Ed Tech I, Bus Aides, Duty Monitors
9. Ed Tech II, Study Hall Monitors
10. Ed Tech III
11. ASL Interpreters
12. Registrar
13. COTA
14. Assistant Maintenance Supervisor

D. Consultation: The Board agrees that it or its designee will meet and consult with the Association prior to the elimination of a position and shall make available all relevant public information upon written request of the Association.

E. Elimination of Positions

1. In the event the Board determines that a reduction in the workforce is necessary for any reason, employees shall be laid off based upon the following criteria:

    a. Seniority

    b. Documented skill(s) and ability(ies)

c. Completed written performance evaluation

2. Decision-making process

    a. A committee of two (2) Association Representatives and two (2) representatives appointed by the superintendent shall review all reduction in force decisions. The superintendent shall forward a written meeting notice to the members of the committee. The committee shall meet within ten (10) working days after receipt of the notice. The determination shall be made by the superintendent.

    b. However, an employee may appeal the decision to the committee within five (5) days after receipt.

3. The Board shall have the sole determination of which classification shall be effected by an elimination of positions.

4. Bumping Options

    a. An employee laid off in their impact area, per the classification list found in Article XIII (C) may request that the Board eliminate an employee in another classification to which the employée originally selected for layoff, has previously served satisfactorily, and has the documented skills and abilities to do the job currently.

    b. Provided the criteria in subsection a is met, an employee who receives a notice of layoff shall have the right to displace an employee with the least seniority in the classification for which they are eligible to work.

        1. The following guidelines shall direct displacement for full-time employees:

            a. A full-time, year-round employee may displace the least senior full-time, year-round in another classification for which they are qualified to work.

            b. If no full-time, year-round positions are available, the employee may displace the least senior full-time, school year employee in another classification for which they are qualified to work.

            c. A full-time, school year employee may displace the least senior full-time, school year employee in another classification for which they are qualified to work.

            d. A full-time employee whose position hours are reduced may displace the least senior part-time employee whose part-time hours would restore the full-time status of the full-time employee.

e. A full-time employee may displace the least senior part-time employee.

2. The following guidelines shall direct displacement for part-time employees:

a. A part-time year-round employee may displace the least senior part-time year-round employee in another classification for which they are qualified to work.

b. If no part-time year-round positions are available, the employee may displace the least senior part-time school year employee in another classification for which they are qualified to work.

c. A part-time school year employee may displace the least senior part-time school year employee in another classification for which they are qualified to work.

5. Notification of Layoff. An employee who is to lose their position as a result of the elimination of their position shall receive at least thirty (30) calendar days written notice. The superintendent or designee shall notify in writing the Association President of all bargaining unit members who are laid off at the time notice is given to each employee being laid off.

6. An employee who loses their position as a result of subcontracting is entitled to one (1) month's compensation.

F. Recall

1. The superintendent or designee shall establish a recall list by classification area of all employees who are on layoff status. Employees shall be listed within the classification in which the employee spends a majority of their work time and in any classification in which the employee has previously served satisfactorily.

2. Employees shall remain on the recall list for a period of up to fifteen (15) months from the date of severance. Employees on layoff shall be rehired before any new employee is hired for said position. It is the responsibility of the employee to inform the superintendent in writing of changes in job status and to furnish the superintendent with either the employee's current mailing address or their email address.

3. When a vacancy occurs within a specific classification, those employees who have lost their position within the specific classification or have served in another classification satisfactorily as evidenced by the listing on another classification list shall be recalled in reverse order of layoff after the position is posted internally and current employees have the opportunity to apply for a transfer.

4. If the laid-off employee accepts a vacant position of fewer hours and/or benefits, the recalled employee reserves their recall status. In the event a higher-paid position is recreated by the Board, the affected employee, if still employed by the Board or still on the recall list, shall have the first refusal of the position.

5. Employees shall receive notice of recall by certified mail to the last known address. Employees have a responsibility to keep the superintendent informed of a current address. Failure to respond to a notice of recall within fourteen (14) calendar days shall be deemed an abandonment of position and shall constitute a waiver of any further recall rights.

G. Other Considerations

1. Employees whose positions have been terminated due to a reduction in force shall be entitled to not more than two (2) days of leave with pay for the purpose of seeking alternative employment with the prior approval of the superintendent.

2. Any employee who has lost their position as a result of a reduction in force shall be entitled to continue their insurance coverage according to COBRA regulations providing that they make the entire payment for the plan they are enrolled in. Said payment must be received by the insurance company no later than the first day of the month for the month in which the premium is due.

3. Any employee recalled shall have all seniority which was accumulated as of the day of layoff, and previous sick leave accumulation restored to them upon reinstatement.

4. While on the recall list, employees shall be permitted to enroll tuition-free in courses offered through the Foster Career and Technical Education Center and the RSU 9 Adult Education Program.

5. RIF Committee: During the term of this Agreement, a labor/management committee composed of an equal number of Association and Board representatives shall meet upon written request from either. The purpose of this committee is to review this reduction in force provision for any mutually acceptable modifications. Any agreed-upon recommendations shall be submitted in writing to the Board and Association.

ARTICLE XIV - 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 may arise affecting the meaning or application of this Agreement. 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 having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without the intervention of the Association.

B. Definitions

1. A "grievance" is an alleged violation of this Agreement or any dispute with respect to the meaning or application of the specific terms of this Agreement.

2. A "grievant" is the employee covered by this Agreement who files a grievance or the Association.

3. A "party in interest" is the employee or employees making the claim, any person who might be required to take action, or any person whose action might be taken against in order to resolve the claim.

4. "Days" shall mean weekdays, Monday through Friday, excluding legal holidays.

C. Time Limits

1. The number of days indicated at each level should be considered as maximum and every reasonable effort, consistent with the best interest of both parties and the school system, should be made to expedite the process. The time limits may be extended by mutual agreement in writing.

2. A grievance will be deemed waived unless submitted in writing within thirty (30) days after the grievant first knew, or should have known, of the events or conditions constituting the alleged grievance.

3. Time is of the essence in the filing and processing of all grievances under this Article. Failure on the part of a grievant to make timely filing or to strictly adhere to all further time requirements in the process of a grievance shall constitute a waiver of any grievance and shall be a complete bar to arbitration. No arbitrator shall have the authority to waive, amend, modify, interpret or adjust the time requirements set forth herein. Failure on the part of the Board or its agent to respond to a grievance in the time specified shall automatically give the grievant access to the next step of the procedure.

D. Informal Procedure

1. If an employee feels that they may have a grievance, they shall first discuss the matter with their principal or other appropriate supervisor in an effort to resolve the problem informally.

2. If an employee is not satisfied with such disposition of the matter, they shall have the right to discuss the matter with the superintendent in an effort to resolve the problem informally.

E. Formal Procedure

1. Level One - Principal/Appropriate Supervisor

    a. If the grievant is not satisfied with the outcome of the informal procedure, they may present their claim as a formal grievance in writing, on a form supplied by the superintendent, to the principal or other appropriate supervisor.

    b. The principal/supervisor shall, within five (5) days after receipt of the grievance, render their decision and the reason(s) therefore in writing to the grievant, with a copy to the President and Grievance officer of the Association.

2. Level Two - Superintendent or Designee

    a. If the grievant is not satisfied with the resolution of the grievance at Level One, they may, within ten (10) days after receipt of the Level One response, file their grievance with the superintendent or designee.

    b. The superintendent or their designee shall, within ten (10) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance.

    c. The superintendent or their designee shall, within five (5) days after the meetings, render their decision and the reason(s) therefore in wiring to the grievant, with a copy to the President and Grievance Officer of the Association.

3. Level Three Board of Directors

    a. If the grievant is not satisfied with the resolution of the grievance at Level Two, they may, within five (5) days after receipt of the level Two response, appeal the decision of the superintendent or their designee to the Board.

    b. The Board, at the next possible Board meeting (meaning with adequate time to add this to the agenda) or at a special meeting will, within twenty-three (23) calendar days after receipt of the appeal, meet with the grievant for the purpose of reviewing the grievance.

c. The Board shall, within five (5) days after such meeting, render its decision and the reasons(s) therefore in writing to the grievant, with a copy to the president and grievance officer of the Association.

4. Level Four - Arbitration

a. If the grievant is not satisfied with the disposition of the grievance at Level Three, they may, within five (5) days after receipt of the Level Three response, request in writing to the president of the Association that the grievance be submitted to arbitration.

b. If the Association determines that the grievance is meritorious and elects to submit the issue to arbitration, the Association shall within fifteen (15) days after receipt of Level Three decision, notify the Board of its intent to request arbitration.

c. The Board, through its representative, and the Association, through its representative, shall within ten (10) days after the notification in b. above, 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 Association may ten (10) days after notification to the Board, request the services of the American Arbitration Association for resolution using its rules and procedures.

d. The arbitrator selected shall confer promptly with the representatives of the Board and the grievant, and shall review the record of the prior meetings and shall hold such hearings with the grievant and the Board as they shall deem requisite.

e. The arbitrator shall, within thirty (30) days after the hearing, render their decision in writing to all parties in interest, setting forth their findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement, and shall confine any decision to the meaning of the specific written contract provision(s) which gave rise to the dispute. The arbitrator shall be without power to make any decision which is contrary to law, interferes with the statutory duties of the Board, or violates the terms of this Agreement. The arbitrator's decision shall be final and binding on the parties, subject to judicial review.

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

F. Rights of Employees to Representation

1. Any party in interest not part of this bargaining unit may be represented at Level Three of the formal Grievance procedure by a person of their own choosing.

2. The grievant or parties in interest who are part of this bargaining unit may only be represented by a person approved by the Association.

3. No reprisals of any kind shall be taken by either party or by any member of the Administration against any participant in the grievance by reason of such participation.

G. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant. The Association shall hold the Board and its designee completely harmless against any claims or suits of any nature which may arise by reason of the Board's compliance with this specific section.

2. Any meetings or hearings under this procedure shall be conducted in private and shall include only such parties in interest and the designated or selected representatives, heretofore referred to in this procedure.

3. If a grievance affects a group of employees, the Association may submit the grievance in writing beginning with Level Two of the formal procedure and the Association may continue to process the grievance through the remaining levels of the procedure.

4. Forms for filing and processing the grievances shall be prepared and distributed by the superintendent with copies provided to the Association.

ARTICLE XV - WORKING CONDITIONS

A. Bus Drivers/Custodians

1. Full Time/Year Round: Full time means normally scheduled for six (6) hours or more per day and normally scheduled for thirty (30) hours or more per week year-round (July 1 to June 30).

2. Full Time/School Year: Full time means normally scheduled for six (6) hours or more per day and normally scheduled for thirty (30) hours or more per week during the school year (first academic day to mid-June).

3. Part-Time

    a. Part-time means normally scheduled for less than six (6) hours per day and normally scheduled for less than thirty (30) hours per week.

    b. The Board agrees to compute the actual average hours worked by part-time employees twice each year, on January 1 and July 1. Part-time employees, who have worked at least two (2) months during the periods of January 1 to June 30 and from July 1 to December 31, shall have their actual hours worked computed to determine their average hours worked per week. The average shall be computed by using all weeks worked in the period, and the hours actually worked during those weeks.

c. If a part-time employee has, in fact, averaged more than thirty (30) hours of work in the previous six month period, computed in 3 (b) above, said employee shall be immediately reclassified as a full-time employee with all respective benefits effective no later than the first of the next month.

1. Replacement Substitute Employees

a. An employee may work as a substitute to replace a regular employee who is absent from work when the work is for more than one-day duration. The employee will be paid at their rate of pay or the job classification rate, whichever is greater, for the work that was performed.

b. All extra work which is of more than one (1) day duration shall be offered first to full-time employees who work less than forty (40) hours and then offered to part-time employees before hiring temporary substitute employees. It is understood that any additional hours worked by a present part-time employee while filling in for another full-time employee shall not be counted toward increasing their average hours worked per week for the purpose of receiving health insurance benefits.

c. It is understood that any additional hours worked by a present employee during the summer break shall not be counted toward increasing their average hours worked per week for the purpose of receiving health insurance benefits.

d. Any temporary substitute employee who is hired after offering the substitute work to present employees shall only perform the regularly scheduled work of the person whom they are replacing.

e. Any person who is hired as a substitute to replace a full-time employee who is on a paid leave and who is also receiving benefits shall only be entitled to the wages of this Agreement. No fringe benefits shall apply until said substitute employee is employed for more than six (6) months in any three hundred and sixty-five (365) day period.

B. Secretaries/Ed Techs

1. Work Load

a. The primary work for a secretary is that work needed by the supervisor. Work done for individual teachers will be done only upon completion of the regular work and at the discretion of the supervisor.

b. No employee shall be required to perform personal services for their supervisor or for any other employee. Personal services are defined as providing support for activities which are unrelated to the supervisor's or employee's position and the bargaining unit employee's job description.

2. Full Time

   Full time means normally scheduled for six (6) hours or more per day, normally scheduled for thirty (30) hours per week, and one hundred seventy nine days per year.

3. Part-Time

   Part-time means normally scheduled for less than six (6) hours per day, normally scheduled for less than one hundred seventy-five (175) days per year.

4. An Ed Tech/Secretary assigned the duties of a substitute teacher shall receive the higher of their own hourly rate of pay or that of the substitute's prorated hourly rate of pay and the differential if they qualify. The actual time worked as a substitute will be reported on a time adjustment sheet.

C. Hours of Work

1. The Board reserves the right to hire employees for either more or fewer hours identified above. When additional hours are required to meet the needs of the Board, those employees with less than forty (40) hours per week shall be given the first opportunity to work additional hours.

2. Any new part-time employee hired after September 25, 2001, shall not be assigned a regular workweek of more than twenty-seven and a half (27.5) hours.

3. If the employee's work hours or workday is reduced due to a loss of district-wide state subsidy or anticipated local budget revenues, the employee's salary will be reduced proportionally.

D. Notice of Vacancies

Vacancy and job assignment openings shall be electronically posted via the District's website and to employees' individual email addresses. A hard copy of the postings will be provided to the President of the Association. Current employees shall be given first consideration for openings using the same criteria as in Reduction in Force, provided the employee meets the requirements of the vacant position or job assignment as per the job description. The final decision regarding the filling of a job vacancy or assignment is the sole discretion of the superintendent.

E. Emergency Beginning/Closing Days

1. Bus Drivers/Custodians

   On regularly scheduled days when school is called off due to adverse weather conditions, employees shall be paid only for the hours worked,

2. Secretaries/Ed Techs/Duty Monitors

    a. On regularly scheduled days when school is called off due to adverse weather conditions, secretaries shall be paid only for the hours worked, not to exceed the length of a regular workday. Ed Techs and duty monitors shall not report to work and will not be paid for days when school is called off due to adverse weather.

    b. On days when school is dismissed as a result of an emergency condition, employees at work at the time the dismissal is announced will be paid for a full day of work, if a partial day is counted for Department of Education purposes as a full day.

    c. On days when school is dismissed early as a result of adverse weather conditions, employees have the option of leaving the school or finishing the workday by working on tasks assigned to them by their supervisor or the building administrator.

    d. In the event that the beginning of the workday is delayed by the administration, employees may arrive at their regular start time and work their full day by working on tasks assigned to them by their supervisor or the building administrator or arrive at the delayed start time for a reduced number of hours.

F. Overtime

1. Employees required by the Board to work beyond their regular work schedule, but not more than forty (40) hours in any workweek, shall be compensated for such time at their regular rate of pay. Employees shall not work beyond their regular scheduled workday without the prior approval of their immediate supervisor.

2. Employees required by the Board to work more than forty (40) hours in any workweek shall be compensated for such time over forty (40) hours at one and a half (1 and 1/2) times the hourly rate of pay, (computed for daily paid employees).

3. In the computation of eligibility for overtime pay, only hours which are worked or paid holiday shall be counted.

4. When the Board determines that additional work is necessary, the Board shall offer, whenever possible, the additional work to those employees who work less than forty hours. Such assignment shall be made on a rotating basis until all employees who wish additional time have reached forty hours. The Board shall then equitably distribute opportunities for any additional work among qualified employees as is needed.

G. Call-In Pay

Any employee called back in to work during non-working hours shall be paid a minimum of three (3) hours for the call-in at their regular hourly rate, or the actual hours worked, whichever is greater.

H. Lunch Period

All employees who work more than six (6) consecutive hours per day shall receive a thirty (30) minute duty-free unpaid lunch period.

I. Break

Any employee who works six (6) consecutive hours shall be given a fifteen (15) minute break. Any employee who works eight (8) consecutive hours shall be given two (2) fifteen-minute breaks.

J. Drug and Alcohol Testing-Bus Drivers

All bus drivers shall comply with the testing requirements for drug and alcohol as required by the State and/or Federal statutes and Board Policy and Regulations. The Board agrees to meet and consult with the Association prior to any changes in the Policy or Regulation.

K. It is mutually agreed and understood that, should the total number of workdays for employees be reduced by a reduction in the number of student days, a reduction in the number of in-service days, or a combination of the two, then the annual days of pay for employees shall be reduced.

ARTICLE XVI - PROFESSIONAL DEVELOPMENT

A. Should the Board or its agent require an employee to enroll in a specific course, the Board shall reimburse the employee, upon successful completion of the course, for actual costs of tuition, books, fee, and travel.

B. Should the Board require all employees in a classification to take a specific course, the Board shall either arrange to have the course offered during regular work hours for hours spent attending such class.

C. Employees who receive written approval from the superintendent prior to enrollment in a course shall be paid, at the time of course approval, the full cost of tuition and fees up to the UMF cost per undergraduate credit hour with a maximum of twelve (12) credit hours per year as follows:

1. Courses must be approved in advance by the superintendent. Other professional development activities must be approved in advance by the Certification Committee and the superintendent.

2. Any employee who does not satisfactorily complete the course requirement/ professional development activity shall reimburse to the Board the amount advanced. If the employee fails to reimburse the Board within thirty (30) days of receiving their grade, the Board may deduct the amount owed from the employee.

3. The employee must submit a transcript for completed courses/professional development activities to the superintendent's office within one (1) year of advance payment. If the transcript is not submitted in a timely manner, the Board shall deduct the amount advanced from the employee's pay.

D. Should the Board require an individual employee to take a specific course, the Board shall pay the employee for the actual time spent attending the course.

E. Employees who receive prior written approval of the superintendent shall be reimbursed for courses, workshops, and similar educational experiences that may or may not have formal credits attached, but which relate directly to job performance

F. RSU 9 Staff Development Committee

1. The Board shall have a representative from each of the groups in this bargaining unit on the RSU 9 Staff Development Committee.

2. This committee will plan workshop activities that are appropriate for professional development of the staff. The planning of these days shall be in conjunction with the Staff Development Committee. On in-service workshop days (excluding early release days), secretaries and ed techs are expected to be in attendance and to participate in the planned activities for that day.

3. In-service for ed techs shall be consistent with the requirements of the Department of Education's ed tech regulations.

ARTICLE XVII - NOTICE

A. Employees shall be provided written reasonable assurance each year of the Board's intent to re-employ for the following year. This assurance shall be provided no later than the first payroll date in June.

B. Employees may have the right to resign upon submitting two (2) weeks written notice unless such time is waived by the superintendent.

ARTICLE XVIII - PERSONNEL FILES

A. The Board shall maintain, for official purposes, one (1) personnel file for each employee. This file shall be kept under conditions required by statute and shall contain copies of personnel forms, official correspondence to and/or from the employee, written evaluations, and other material relating to the individual's employment.

B. Employees shall be sent a copy of all material henceforth placed in the file, at the same time the material is placed in the file. An employee shall have the right to submit a written response to any material placed in the personnel file. This written response shall then be filed with the appropriate material.

C. Employees and/or their designated representative shall have the right to examine their file in the presence of the file's custodian, or that individual's designee, during the normal business hours of the office in which the file is kept.

D. The employee may obtain a copy of any material in the personnel file at the Board's expense during the normal business hours of the office in which the file is kept. Additional copies may be obtained at a cost to the employee.

E. No material shall be placed in an employee's personnel file unless the employee has been given a copy of the material. A form shall be sent with the copy for the employee to acknowledge receipt of the material. The employee shall have the right to submit a written answer to such material and their answer shall be reviewed by the superintendent or their designee and attached to the file copy. Material shall remain on file forever, however, non-evaluation material shall not be the basis for any subsequent disciplinary action if there has been no disciplinary action in the interceding five (5) years.

ARTICLE XIX - EVALUATION

A. Employees shall be evaluated according to Board policy by their immediate supervisor and/or the superintendent or designee. All evaluations will be conducted openly and with the knowledge of the employee. Self-evaluations are required.

B. At the beginning of the year, all employees shall receive a copy of the evaluation criteria and form to be utilized.

C. The Board agrees to notify the Association and bargain any changes in the evaluation procedure prior to the adoption of any addition, change, or deletion to the Evaluation Policy of the Board.

D. Employees shall have the right to a conference with their evaluator to discuss the evaluation. An employee shall be given a copy of any evaluation report prepared by their evaluator. No evaluation shall be placed in the employee's file or otherwise acted upon unless the employee has received a copy.

ARTICLE XX - JOB DESCRIPTIONS

A. Each employee shall be provided with a current written job description no later than August 15 after this Agreement becomes effective, which accurately describes their job responsibilities. The Association shall be provided with a copy of the current job description of employees in the Bargaining Unit.

B. The Board agrees to consult with the Association prior to the adoption and/or change of job descriptions.

ARTICLE XXI - HEALTH AND SAFETY

A. The Board shall comply with applicable provisions of federal, state, and local laws with respect to workplace/employment safety insofar as they pertain to the working conditions of unit employees.

B. When an employee is required to work under conditions which they believe pose a hazard to their health and/or safety, they shall call said condition(s) to the attention of their immediate supervisor. The supervisor shall investigate the condition(s) and cause to be corrected any condition(s) which is hazardous. If no hazardous conditions are found to exist, the employee shall be so informed.

C. Should the employee disagree with the supervisor's decision, the employee may appeal to the superintendent.

ARTICLE XXII - RETIREMENT BENEFITS

Employees intending to retire are encouraged to notify the district by June 30 or December 30 in order to receive the following benefits either in full (June 30) or pro-rated (December 30).

A. Primary Retirement Benefit

Employees who retire (who are full benefit eligible and are of normal retirement age) from Mt. Blue Regional School District may receive all salary and any other compensation due to them no later than the second payroll in July. Upon retirement and at the end of the employee's employment contract, an employee shall receive payment on the last day of employment for up to eighty percent (80%) of accumulated sick leave not to exceed $5000 in 2024-25, $6850 in 2025-26 and $8750 in 2026-27.

B. Supplemental Retirement Benefit

The Mt. Blue Regional School District Board of Directors and the Mt. Blue Regional School District Education Association agree to the following supplemental retirement benefit in addition to the primary benefit outlined in section A above.

1. Amount of Benefit

For each five (5) years of continuous service to the Mt. Blue Regional School District, the Board will make an annual payment to the employee to help defray the cost of health insurance. The amount during the 2024-25 year will be $2,000, during 2025-26 year will be $2250 and during 2026-27 year will be $2500, towards single subscriber health insurance coverage from the effective date of retirement up to the age of sixty-five (65).For example, if you have worked 15 continuous years immediately prior to retirement, you would qualify for 3 years of payments ($2000, $2250 and $2500 respectively). The change in amount will apply to all retired employees eligible to receive this supplemental retirement benefit.

ARTICLE XXIII-EMPLOYMENT OF RETIRED EMPLOYEES

A. Definition

A retired employee is defined as any employee who was eligible to retire, who retired and served employment, who is receiving retirement benefits from the Maine Public Employees Retirement System, and has returned to employment pursuant to MPERS Rule 410. A retired employee can also be defined as any employee who is eligible to retire, who retired from RSU 9 employment and is receiving benefits from the Social Security System.

B. Any retired employee hired or re-hired by the Board shall be hired as a probationary employee pursuant to 5 M.R.S.A. § 7051 (5) and shall serve a 9 month probationary period. The terms and conditions of the Agreement pertaining to the probationary employee shall be controlling.

C. With respect to the initial placement on the salary schedule, the employee shall be placed on the salary schedule consistent with the District's policy for initial salary placement.

D. The employee's seniority date for the purposes other than placement on the salary schedule referred to in Article III A shall be based on continuous employment in Mt. Blue as of the most recent date of hire or re-hire.

E. If the employee was previously employed by the District, there shall be no entitlement to any previous benefit accruals including but not limited to sick leave, eligibility for other leaves, and no credit for previous experience for such benefits shall be given.

F. All other terms and conditions of the Agreement shall, to the extent applicable, be controlling.

G. If any provision regarding the re-employment of retired employees contained in this section is amended by the Maine Legislature, the provision shall be modified pursuant to the applicable law.

H. Contracts offered to retirees are for one year, and may or may not be offered again depending upon the needs of the district.

ARTICLE XXIV - SAVINGS OR SCOPE AND SEPARABILITY

Should any provision of this Agreement be found to be contrary to law, then such provision shall be deemed null and void, however, all other provisions shall continue in full force and effect.

ARTICLE XXV - DURATION

A. This agreement shall become effective either on the first day of July 2024, or on the date signed, whichever is later, and remain in effect until midnight on the 30th day of June 2027. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

B. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective Chairperson and President and attested to by the respective Chairperson of their negotiation teams.

President, Mt. Blue Regional School District Education Association	Date
Chair, RSU 9 Board of Directors	Date
Chair, Negotiations Team - Mt. Blue Regional School District Education Association	Date
Chair, Negotiations Team - RSU 9 Board of Directors	Date

APPENDIX A

MT. BLUE REGIONAL SCHOOL DISTRICT
JULY 1, 2024
SUPPORT STAFF SALARY SCHEDULE

2024-25

TRACK	YEARS EXPERIENCE				
	0	**3**	**6**	**9**	**11**
1 - Driver / Custodian	$21.09	$21.83	$22.59	$23.38	$24.90
2 - Custodian	$19.53	$20.21	$20.92	$21.65	$23.06
3 - Lube Technician (State Inspection License Required	$16.67	$17.25	$17.86	$18.48	$19.69
4 - Lead Custodian	$20.06	$20.76	$21.48	$22.24	$23.68
5 - Mechanics (State Inspection License Required) & Lead Maintenance	$22.25	$23.03	$23.83	$24.67	$26.27
6 - Secretaries	$19.10	$19.76	$20.46	$21.17	$22.55
7 - Ed. Tech I, Bus Aids, Duty Monitors	$15.74	$16.08	$16.33	$16.58	$18.29
8 - Ed. Tech II, Study Monitors	$16.76	$17.35	$17.96	$18.59	$19.79
9 - Ed Tech III	$21.09	$21.83	$22.59	$23.38	$24.90
10 - Lead Mechanic	$24.19	$25.04	$25.91	$26.82	$28.57
11 - Lead Driver	$21.02	$21.75	$22.51	$23.30	$24.81
12 - Maintenance	$19.96	$20.66	$21.38	$22.13	$23.57
13 - ASL Interpreter (State Licence Required) & Registrar Secretary	$19.20	$19.88	$20.57	$21.29	$22.67
14 - Custodian / Spare	$20.06	$20.76	$21.48	$22.24	$23.68
15 - COTA	$27.89	$28.88	$29.88	$30.92	$32.31
16 - Assistant Maintenance Supervisor	$21.02	$21.71	$22.44	$23.19	$24.62

Differentials:

Behavioral Health Professional (BHP) Certification	$1.13 per hour
Day Treatment Program (DTP) Ed Tech & employees who fall under Article VII Section K	$2.00 per hour
Lead custodian that has a school(s) greater than 170,000 sq. ft.	$1.80 per hour
Lead custodian for all schools	$2.00 per hour

Longevity (once you reach each benchmark, the following differentials will begin):

10 years -	$0.25/hr
15 years -	$0.50/hr
20 years -	$0.75/hr
25 years -	$1.00/hr
30+ years -	$1.25/hr

APPENDIX A CONT…

MT. BLUE REGIONAL SCHOOL DISTRICT

JULY 1, 2025

SUPPORT STAFF SALARY SCHEDULE

2025-26

TRACK	YEARS EXPERIENCE				
	0	3	6	9	11
1 - Driver / Custodian	$22.46	$23.25	$24.06	$24.90	$26.52
2 - Custodian	$20.80	$21.53	$22.28	$23.06	$24.56
3 - Lube Technician (State Inspection License Required	$17.75	$18.37	$19.02	$19.69	$20.97
4 - Lead Custodian	$21.36	$22.11	$22.88	$23.68	$25.22
5 - Mechanics (State Inspection License Required) & Lead Maintenance	$23.70	$24.53	$25.38	$26.27	$27.98
6 - Secretaries	$20.34	$21.04	$21.79	$22.55	$24.01
7 - Ed. Tech I, Bus Aids, Duty Monitors	$16.76	$17.12	$17.39	$17.66	$19.48
8 - Ed. Tech II, Study Monitors	$17.85	$18.48	$19.12	$19.80	$21.08
9 - Ed Tech III	$22.46	$23.25	$24.06	$24.90	$26.52
10 - Lead Mechanic	$25.76	$26.66	$27.60	$28.56	$30.43
11 - Lead Driver	$22.38	$23.17	$23.98	$24.82	$26.43
12 - Maintenance	$21.26	$22.00	$22.77	$23.57	$25.10
13 - ASL Interpreter (State Licence Required) & Registrar Secretary	$20.45	$21.17	$21.91	$22.67	$24.15
14 - Custodian / Spare	$21.36	$22.11	$22.88	$23.68	$25.22
15 - COTA	$29.71	$30.75	$31.82	$32.93	$34.42
16 - Assistant Maintenance Supervisor	$22.39	$23.12	$23.90	$24.70	$26.22

Differentials:

Behavioral Health Professional (BHP) Certification	$1.50 per hour
Day Treatment Program (DTP) Ed Tech & employees who fall under Article VII Section K	$2.50 per hour
Lead custodian that has a school(s) greater than 170,000 sq. ft.	$1.80 per hour
Lead custodian for all schools	$2.25 per hour

Longevity (once you reach each benchmark, the following differentials will begin):

10 years -	$0.25/hr
15 years -	$0.50/hr
20 years -	$0.75/hr
25 years -	$1.00/hr
30+ years -	$1.25/hr

APPENDIX A CONT…

MT. BLUE REGIONAL SCHOOL DISTRICT

JULY 1, 2026

SUPPORT STAFF SALARY SCHEDULE

2026-27

TRACK	YEARS EXPERIENCE				
	0	3	6	9	11
1 - Driver / Custodian	$23.81	$24.64	$25.50	$26.39	$28.11
2 - Custodian	$22.05	$22.82	$23.62	$24.44	$26.04
3 - Lube Technician (State Inspection License Required	$18.82	$19.47	$20.16	$20.87	$22.22
4 - Lead Custodian	$22.64	$23.44	$24.25	$25.11	$26.74
5 - Mechanics (State Inspection License Required) & Lead Maintenance	$25.12	$26.00	$26.90	$27.85	$29.66
6 - Secretaries	$21.56	$22.31	$23.09	$23.90	$25.45
7 - Ed. Tech I, Bus Aids, Duty Monitors	$17.77	$18.15	$18.44	$18.72	$20.65
8 - Ed. Tech II, Study Monitors	$18.92	$19.59	$20.27	$20.99	$22.34
9 - Ed Tech III	$23.81	$24.64	$25.50	$26.39	$28.11
10 - Lead Mechanic	$27.31	$28.26	$29.25	$30.27	$32.25
11 - Lead Driver	$23.72	$24.56	$25.42	$26.31	$28.01
12 - Maintenance	$22.53	$23.32	$24.14	$24.99	$26.61
13 - ASL Interpreter (State Licence Required) & Registrar Secretary	$21.68	$22.44	$23.22	$24.03	$25.59
14 - Custodian / Spare	$22.64	$23.44	$24.25	$25.11	$26.74
15 - COTA	$31.49	$32.60	$33.73	$34.91	$36.48
16 - Assistant Maintenance Supervisor	$23.73	$24.51	$25.33	$26.18	$27.74

Differentials:

Behavioral Health Professional (BHP) Certification	$1.50 per hour
Day Treatment Program (DTP) Ed Tech & employees who fall under Article VII Section K	$2.50 per hour
Lead custodian that has a school(s) greater than 170,000 sq. ft.	$1.80 per hour
Lead custodian for all schools	$2.25 per hour

Longevity (once you reach each benchmark, the following differentials will begin):

10 years -	$0.25/hr
15 years -	$0.50/hr
20 years -	$0.75/hr
25 years -	$1.00/hr
30+ years -	$1.25/hr

MT. BLUE REGIONAL SCHOOL DISTRICT

EARNED PAID LEAVE SIDE AGREEMENT

Compliance with Earned Paid Leave Law

This Side Agreement is made this 1st day of July, 2024 by and between the Board of Directors of RSU No. 9 (the "Board") and the Mt. Blue Regional School District Education Association (the "Association") (collectively the "Parties").

WHEREAS, effective January 1, 2021, Maine enacted an Earned Paid Leave law (26 M.R.S.A. §637) which permits employees to accrue one hour of earned paid leave for every forty (40) hours worked, beginning with the first day of employment, up to a maximum of forty (40) hours per year;

WHEREAS the law does not entitle employees who already receive paid leave benefits from their employer to any additional paid leave, so long as existing leave policies permit employees to use up to (40) hours of paid leave per year, in no less than one hour increments, for any reason, subject to reasonable notice limitations depending on the use of the leave; and

NOW, THEREFORE, in order to meet the statutory requirements under 26 M.R.S.A. §637, the Parties hereby agree as follows:

1. The restriction on the number of personal days and the scheduling of personal days for non-emergency purposes shall remain in place;

   Up to forty (40) hours based on each employee's schedule will be front loaded on July 1st each year. Employees may use the hours in one (1) hour increments. This will be calculated by taking the employee's annual contracted work days multiplied by hours per day divided by forty;

2. Employees seeking to use earned paid leave for planned purposes are required to provide five (5) business days' written notice of the anticipated absence;

3. Employees who request paid leave for emergency purposes shall be required to provide a general description of the purpose of the leave and may be required to provide appropriate documentation demonstrating the necessity of using leave when absent for more than three (3) consecutive days or uses emergency leave for non-emergency purposes;

4. In limited circumstances, the Superintendent will grant supplemental personal leave days for non-emergency purposes solely in order to comply with 26 M.R.S.A. §637. Said days:

a. for employees who earn vacation time* shall have days deducted in the following order when a reason is not provided:

    i. Sick , personal, sick ,vacation , sick.

    *School year only employees that fall under the classification of employees who earn vacation time, will follow the EPL day language as employees who do not earn vacation time.

b. For employees who do not have vacation time shall have days deducted in the following order when a reason is not provided:

    i. Sick ,sick , personal, sick, sick

5. Any unused Earned Paid Leave hours will be rolled over into the following year, not to exceed a total of 40 hours for any given year;

6. The Parties recognize that, pursuant to 26 M.R.S.A. §637(7), the Maine Department of Labor has the exclusive authority to enforce the requirements of the new law. Decisions regarding approval of Earned Paid Leave days are subject to the grievance procedure to the Board level only, after which may be appealed to the Department of Labor.

7. In the event that the Legislature and/or the Maine Department of Labor determines that 26 M.R.S.A. §637 should not/does not apply to public school units, this Side Agreement shall expire on its own accord at that time.

Earned paid leave runs concurrently with all types of paid time off or leave (personal days, sick or vacation).

President, Mt. Blue Regional School District Education Association	Date
Chair, RSU 9 Board of Directors	Date
Chair, Negotiations Team - Mt. Blue Regional School District Education Association	Date
Chair, Negotiations Team - RSU 9 Board of Directors	Date