

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**REGIONAL SCHOOL UNIT NO. 5 BOARD OF DIRECTORS**  
**AND**  
**COASTAL EDUCATION ASSOCIATION**  
**FOR**  
**EDUCATIONAL SUPPORT**  
**PROFESSIONAL UNIT**  
**FOR SCHOOL YEARS**  
**JULY 1, 2020 – JUNE 30, 2023**

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## **PREAMBLE**

This Agreement is entered into between the RSU No. 5 Board of Directors (hereinafter referred to as the "Board") and the Coastal Education Association, Educational Support Professional Unit (hereinafter referred to as the "Association").

## **ARTICLE 1 – RECOGNITION**

The Board recognizes the Association as the sole and exclusive bargaining agent in accordance with the Municipal Public Employees Labor Relations Law, 26 M.R.S.A. Section 961 et seq., for a unit consisting of all public employees, as defined by 26 M.R.S.A. Section 962(6), employed by RSU No. 5 including the following job classifications in the unit: Bus Drivers, Custodians, Educational Technicians, Secretaries, Nutrition Services, Van Drivers, and Maintenance with the following job titles: Bus Driver, Custodian, Head Custodian, Ed Tech I, Ed Tech II, Ed Tech III, Administrative Secretary, Office Secretary, Printing Clerk, Kitchen Manager, Food Service Assistant, Van Driver, Field Maintenance Supervisor, Maintenance Fields and Grounds, Maintenance Specialist, Maintenance Working Foreman, Mechanic and Van Driver/Field Maintenance at the signing of this agreement and excluding Central Office staff and all other positions in RSU No. 5.

## **ARTICLE 2 – BOARD RIGHTS**

- A. Except as explicitly limited by a specific provision of this Agreement, the Board shall have the exclusive right to take any action it deems appropriate in the management and operation of RSU No. 5, the implementation of educational policies, and in the direction of the work of the employees in the bargaining unit. Such rights shall include, but shall not be limited to, the operation of the school unit; the right to hire, classify, assign, transfer, promote, discipline and discharge employees; to reduce the work force; to establish working schedules; to require employees to observe work rules; to introduce new or improved methods of work, equipment or facilities; and to contract or subcontract work assignments.
- B. The Association recognizes that the right of contracting or subcontracting for school unit operations is vested exclusively in the Board. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Association, nor to discriminate against any members of the bargaining unit. If during the term of this contract, the Board contracts or subcontracts out any services performed by members of the bargaining unit, the Board agrees to request a contractor or subcontractor to employ, on a first refusal basis, any member of the bargaining unit whose duties may be thereby reduced or terminated by virtue of such contracting or subcontracting.

## **ARTICLE 3 – ASSOCIATION RIGHTS**

- A. The Association shall be permitted to transact official Association business on school property when school is not in session and where it does not interfere with scheduled

meetings or assigned duties of the employees, and to use school facilities subject to the school facilities use policy, in accordance with 26 M.R.S. § 975.

- B. The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, and in employee mailboxes and school e-mail, in accordance with 26 M.R.S. § 975.
- C. Duly authorized representatives of the Association/MEA/NEA shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or work of employees, in accordance with 26 M.R.S. § 975.
- D. The Association and Employer agree that, at the request of the Association, a reasonable time will be made available during Employee Orientation Day for Association purposes.
- E. One day per month shall be set aside as the Association meeting day by mutual agreement during the school year. Reasonable efforts will be made by the District not to schedule conflicting meetings.
- F. The Board recognizes the value of the Association's input on school related business. At least seven days in advance of a Board meeting the Association may request in writing that the Board consider placing an item on its agenda.
- G. The Board shall provide the names, positions, and buildings of each newly hired employee within the bargaining unit to the Association in accordance with 26 M.R.S. § 975.

#### **ARTICLE 4 – EMPLOYEE RIGHTS**

- A. All new employees shall serve a probationary period of two years following the date of hire.
- B. No employee who has completed the probationary period shall be suspended without pay or discharged without just cause.
- C. Pay and benefits shall continue during any administrative leave pending disciplinary action.
- D. A grievance concerning the suspension or discharge of an employee may be initiated at Level Two of the grievance procedure in this Agreement.
- E. Whenever an employee is called before the Superintendent or the Board concerning any matter which could have an adverse effect on the employee's continuation in his/her position or employment, the employee shall be entitled to prior written notice of the reason for the meeting and to have an Association representative present for advice and representation during such meeting.
- F. Complaints that result in disciplinary action or used to evaluate an employee regarding an employee's performance made to any member of the administration and/or Board by any

parent, student or other person shall be called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented at any meetings or conferences regarding such complaint.

- G. In the event that changes in schedules or assignments within their buildings are proposed, the employee will be notified verbally. When an employee is assigned to a different building, the employee and the Association will be notified verbally and in writing. In the case that a second meeting is scheduled regarding the employee's schedule or assignment, either by the employee or principal/director, the employee can request a CEA representative

#### **ARTICLE 5 – PERSONNEL FILE**

- A. The Board shall maintain, for official school unit purposes, a personnel file for each employee in accordance with 20-A M.R.S.A. Sections 6101-6102. These files shall be kept under conditions that ensure their integrity and safekeeping. Personnel files shall contain copies of personnel forms, official correspondence to and/or from the employee, written evaluations and other appropriate material relating to the employee's employment.
- B. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has been provided a copy. The employee shall have the right to submit a written response to any such material placed in the file within thirty (30) working days.
- C. An employee shall have the right to examine his/her personnel file in the presence of an administrator/designee during normal business hours of the office where the file is kept within two (2) working days of the request. Upon request, an employee may obtain copies of any material in the personnel file without cost (except for confidential references).

#### **ARTICLE 6 – REDUCTION IN FORCE**

- A. Seniority
1. Seniority shall be based upon continuous years of service measured from the employees latest date of hire in a position(s) contained in this bargaining unit within RSU No. 5 (including the predecessor school units of Freeport, Durham and MSAD No. 62). Seniority shall accrue for part-time employees in the same manner as full-time employees. Employees with work years less than twelve (12) months shall not be considered to have suffered a break in service during the months that are not included in the employee's work year. Probationary employees shall have no seniority during the probationary period, but upon completion of the probationary period, shall have seniority retroactive to the date of hire.
  2. The Board and the Association shall establish a seniority list by impact areas with the name and date of hire of each employee, with the employee with the greatest seniority listed first. The seniority list shall be updated annually by the Superintendent, provided to

the Association and posted by October 1<sup>st</sup>. If no objections to the seniority list are made in writing by November 1<sup>st</sup>, the list shall be binding on the parties until the posting of the next seniority list.

**B. Impact Areas**

For the purposes of this article, the following impact areas shall be used as defined in Appendix A.

**C. Layoff**

1. In the case of layoff, qualified employees within the same job classification will be considered as a group.
2. The Board has the right to eliminate bargaining unit positions when it deems such action is necessary based upon financial or program reasons.
3. The Superintendent shall notify the Association at least 30 calendar days prior to a Board meeting at which a reduction in force is to be decided. The Superintendent shall meet and consult with the Association regarding any reduction in force.
4. A selection matrix will be completed for each employee which will measure a combination of seniority (50%) and the two (2) most current performance evaluations (50%). The employees with the lowest matrix scores will be the first to be laid off. The matrix will be prepared by equal numbers of Association and Board representatives.
5. Employees shall be given at least thirty (30) calendar days written notice of termination due to a reduction in force. A copy of the notice shall be sent to the Association. At the Board's discretion, an employee may be paid for the requisite days in lieu of notice.
6. A laid off employee is entitled to continue his/her insurance benefits in accordance with COBRA requirements.

**D. Recall**

1. The Superintendent shall establish a recall list of all laid off employees. It is the responsibility of the employee to keep the Superintendent's Office informed of his/her current contact information.
2. An employee who is laid off shall have the right to be recalled in inverse order of layoff order to vacancies within the employee's impact area for a period of twelve (12) months from his/her date of layoff. The Superintendent shall provide written notice of recall to the employee's last known mailing address by certified mail, return receipt requested, and to the Association. Employee recalled needs to have appropriate credentials for the vacant position.

3. An employee offered re-employment must accept in writing to the Superintendent within five (5) calendar days of the notice. An employee who refuses a position or fails to respond to a notice shall be removed from the recall list.
4. All benefits to which an employee was entitled at the time of layoff shall be restored upon return to active employment.

## **ARTICLE 7 – LEAVES**

All leave benefits are pro-rated for part-time employees based on hours worked compared to full-time for the particular position as specified in Article 9.

### **A. Sick Leave**

1. School Year Employees shall receive ten (10) sick leave days each year. Full Year Employees shall receive twelve (12) sick leave days each year. Unused sick leave shall accumulate to a maximum of one hundred twenty (120) days.
2. Sick leave is provided for use when an employee is unable to complete his/her job duties due to personal illness or injury. If an employee makes a worker's compensation claim with the employer, or another employer, and that claim is contested, the employee may use sick leave. However, if an employee later received worker's compensation benefits for their claim, they must reimburse the employer the sick leave pay and will be credited back their sick leave. If an employee is receiving worker's compensation, he/she cannot access sick leave.
3. Sick leave may be used in half hour increments.
4. Sick leave shall not accrue while an employee is on worker's compensation, unpaid leave of absence, layoff or long-term disability. If an employee is out on worker's compensation, the sick leave will be prorated upon return.
5. Employees are expected to schedule routine medical and dental appointments for non-work times whenever possible.
6. The Superintendent may require medical documentation certifying the need for sick leave whenever an employee's use of sick leave exceeds three (3) consecutive work days or whenever there is a pattern of sick leave use.
7. An employee may use up to five (5) days of available sick leave each year to care for a member of his/her immediate family when the employee's presence is required. The Superintendent may require medical documentation confirming the need for such leave. For the purposes of this section, "immediate family" shall include an employee's parent, spouse/domestic partner, child, step-child or grandchild.

## 8. Employee Sick/Personal Day Pay Out

Employees may choose to be paid for their non-use of sick and personal days in the following manner.

### Year Round

- 0 sick days used = 6 sick days paid
- Greater than 0 to 3 sick days used = 4 sick days paid
- Greater than 3 to 6 sick days used = 2 sick days paid

The payout is at the end of the work year.

### School Year

- 0 sick days used = 5 sick days paid
- Greater than 0 to 3 sick days used = 3 sick days paid
- Greater than 3 to 6 sick days used = 1 sick day paid

The payout is at the end of the work year.

All paid out days will be subtracted from employee's sick time accumulation.

9. Central Office shall provide a written or electronic statement for every employee at the beginning of each school year indicating the total amount of accumulated sick leave.

10. An employee will use 5 sick days before being able to draw their Short Term Disability; thereafter an employee is not required to use the remainder of their sick or vacation time. However, if an employee wishes to use their sick or vacation time simultaneously with their Short Term Disability, they may do so.

11. If an employee is injured by a student due to dangerous behavior, the employee is not required to use their own sick leave, in accordance with 20-A M.R.S.A § 6555.

## B. Bereavement Leave

1. Leave without loss of pay shall be allowed as follows:

- a. Up to five (5) consecutive workdays for a death in the immediate family. For the purposes of this section, "immediate family" shall include an employee's spouse, domestic partner, child, stepchild, grandchild, parents.
- b. Up to three (3) days for the death of a step-parent, foster parent, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, sibling.
- c. One (1) day may be used in the death of a close friend or relative not enumerated above. In the event of extenuating circumstances upon request, an additional leave of another day can be authorized by the Superintendent at their sole discretion.



**C. Personal Leave**

1. Employees shall be allowed to take two (2) days of personal leave deducted from sick leave time during the contract year. This leave shall be used only for business which cannot reasonably be taken care of outside the employee's work hours. Personal days may not be used for recreational purposes or other employment.
2. Personal days may only be taken on the day before or after a holiday or vacation period for bona fide emergencies beyond the employee's control.
3. Employees must obtain the approval of the building principal/supervisor at least five (5) days in advance except in an emergency. Applications shall not have to state a reason for the leave unless it is before or after a holiday, vacation period, or in the months of May and June.
4. Personal days may be taken in half-hour increments.

**D. Legal Proceedings Leave**

1. Employees shall be granted leave with pay for jury duty. Employees must turn over their jury duty pay (less expenses). If an employee is released from jury duty during work hours, he/she is expected to contact the building principal and return to work if required.
2. Employees shall be granted leave with pay for any legal proceedings when RSU No. 5 requires the employee to attend.

**E. Other Leaves**

Upon written request from the employee, the Superintendent may grant other leaves of absence with or without pay and stated benefits. The decision to grant or deny the request is at the sole discretion of the Superintendent; however, an appeal may be made to the Board. The Board's decision cannot be grieved.

**F. Sick Leave Bank**

The intention of the sick leave bank is to provide additional sick leave days to employees who experience a serious or catastrophic non-work related illness or injury, who have exhausted their personal accumulated sick leave days. By October 31<sup>st</sup> of each school year, the Superintendent shall provide to the President of the Association and an ESP Board member verification of the number of days available in the bank as well as a list of current participants.

1. As of the execution date of this Agreement, the beginning number of accumulated days in the bank is zero (0).

2. To be eligible for the sick leave bank an employee must contribute one (1) day of his/her annual sick leave days to the sick leave bank by the following dates:

2020-2021 October 1<sup>st</sup>

2021-2022 October 1<sup>st</sup>

2022-2023 October 1<sup>st</sup>

3. Any unused days in the sick leave bank remaining at the end of the school year shall be carried forward and accumulated.
4. If, during any year, the balance of Sick Leave Bank days falls below fifty (50), members will be asked by the Superintendent, Association President and an ESP Board member to voluntarily contribute one (1) additional day from the employee accumulated sick leave days in an effort to sustain the bank.
5. Deductions from the bank shall be irrevocable and may not be redeemed from the bank except by an authorized withdrawal for long-term illness under this provision. Application for withdrawal from the sick leave bank shall be presented to the Superintendent, Association President, and an ESP Board Member as soon as possible.
6. A participant of the sick leave bank may use up to ten (10) sick leave bank days per 2020-2021 school year. A participant of the sick leave bank may use up to fifteen (15) sick leave bank days per 2021-2022 school year. A participant of the sick leave bank may use up to twenty (20) sick leave bank days per 2022-2023 school year; thereafter, a participant of the sick leave bank may use up to twenty (20) sick leave bank days per year. The sick leave bank days will be at full pay with written approval from the Superintendent and the Coastal Education Association.
7. All annual and accumulated sick leave days must be exhausted prior to withdrawals from the bank.
8. The participant must have been absent for at least five (5) consecutive school days prior to withdrawal from the bank. Reimbursement will be retroactive to the beginning of the five (5) day period.
9. If a participant is medically cleared to return to employment on a part-time basis, portions of the approved Sick Leave Bank days may be used as needed up to the total amount taken out.
10. To be eligible to withdraw days from the Sick Leave Bank. An employee must submit medical documentation certifying that his/her illness or injury constitutes Serious Health Condition as defined by the Family and Medical Leave Act.

## **ARTICLE 8 – INSURANCE BENEFITS**

A. The RSU No. 5 agrees to furnish an option of the MEA Benefits Trust Option II Health Plan or equivalent plan.

1. For the purposes of this section, 30 hours per week is considered full time employee. No one under 18 hours per week will receive health and/or dental benefits.
2. The maximum health insurance benefit amount is based on an employee working at least 2,080 hours per year. Health insurance premiums for all hours worked below 2,080 hours will be prorated accordingly.\*
3. A single person dental plan will be provided to employees working more than eighteen (18) hours per week.
4. The RSU No. 5 will pay a portion of the costs according to the specifications listed in the following paragraph.

100%	Single Rate Current Year Dental Premium
100%	Single Rate Previous Year Health Premium
95%	Adult/Child Previous Year Health Premium
95%	2 Adults Previous Year Health Premium
85%	Family Previous Year Health Premium

\*Notwithstanding Article 8(A)(2), Board contributions for Full-Time School-Year Employees electing single subscriber coverage shall be paid in accordance with the following schedule over the 2020-23 contract. The Board will pay rates based upon the following formula:

Contract Year 2020-21	– Single: 95% of previous year
Contract Year 2021-22	– Single: 93% of previous year
Contract Year 2022-23	– Single: 85% of previous year

5. Any remaining balances due for health and/or dental premiums shall be deducted from the employee’s bi-weekly paycheck.
6. RSU No. 5 agrees to deduct insurance payments from an employee’s paycheck on a “pre-tax” basis to the extent permitted by law.
7. If a spouse/domestic partner of an employee is eligible for health insurance through his/her employer, he/she is not eligible for insurance coverage paid for by RSU No. 5. If an employee wishes to enroll his/her spouse/domestic partner in the RSU No. 5 health insurance plan, he/she will assume any and all cost above the premium paid by RSU No. 5 for the single or adult with child plan. As a precondition for receiving any paid health insurance for his/her spouse/domestic partner, an employee shall certify to the Superintendent that his/her spouse/domestic partner is not eligible for health insurance through his/her own employer. The employee is responsible for reimbursing RSU No. 5

for any health insurance payments improperly made for a spouse's health insurance. Spouses/domestic partners enrolled as of July 1, 2015 will be grandfathered.

**B. Health Insurance/Cash In-lieu of Health Insurance (Starting July 1, 2016)**

1. An employee may voluntarily elect no coverage or to withdraw from their existing district health insurance coverage at anytime and receive an annual \$3,500 bonus pro-rated for the amount of the contract year remaining. Part-time employees will receive a pro-rated bonus.
2. The bonus will be distributed over the employee's contract period in the regular paycheck and not as a one-time distribution. The bonus is subject to employment and income tax withholdings, but does not qualify for Maine State Retirement System (MSRS). The employee must notify the district in writing of his/her intent to decline district health coverage.
3. If an employee desires to reinstate the coverage during the contract year due to a qualifying life event, the bonus will be terminated as of the first month of health coverage. Qualifying events are determined in accordance with the Anthem Blue Cross/Blue Shield Employee Booklet and Summary of Benefits and the Internal Revenue Code. Eligibility requirements for health benefits are subject to Anthem Blue Cross and Blue Shield policy.

**ARTICLE 9 – WORK YEAR AND WORK HOURS**

**A. Work Year**

It is understood between the parties that the scheduled work year of an employee may be increased or decreased by the Board in order to meet the educational, operational and financial needs of RSU No. 5, and that wages shall be adjusted accordingly should there be a change in work year for any reason. The Board or its designee(s) shall meet and consult with the Association before making any change in employee work year. Employees shall be provided a wage agreement each year which includes their wages, total daily hours worked, and days worked per year for the upcoming school year.

**B. Work Hours**

1. It is understood between the parties that the scheduled work hours of employees may be increased or decreased by the Board in order to meet the educational, operational and financial needs of RSU No. 5, and that wages shall be adjusted accordingly should there be a change in work hours for any reason. The Board or its designee(s) shall meet and consult with the Association before making any change in employee work hours.
2. Notwithstanding the previous paragraph, the normal work schedule will be arranged to allow each employee to work the number of hours per week specified in his/her wage agreement.
3. Part-time employees shall receive pro-rated insurance and leave benefits based upon their regularly scheduled hours compared to full-time. However, employees who work under

eighteen (18) hours per week are not eligible for insurance benefits paid for by RSU No. 5.

4. School year employees who miss work because of late arrival or early dismissal, may make up their time to not suffer a loss of wages. The employee and the immediate supervisor will coordinate when that time is made up.

### C. Breaks

Employees who work six (6) consecutive hours or more per day are entitled to a fifteen (15) minute paid break during the workday and an unpaid thirty (30) minute duty-free break which time shall not be considered part of the workday. The time scheduled for this break shall be determined by the building principal or supervisor.

### D. Overtime

1. Overtime that has been approved in advance by the building principal or supervisor shall be paid at time and one-half after forty (40) hours actually worked in a workweek. Overtime will be calculated using blended overtime, or overtime will be paid at the rate of the job being performed when the overtime occurs, whichever is more beneficial to the employee.
2. In addition to actual hours worked, hours compensated on holidays shall be included as time worked for overtime computation purposes.

### E. Rotation of Bus Driver Overtime and Nutrition Catering

Guidelines for equal offerings of overtime for Bus Drivers who are 40 hour employees.

1. A list will be generated starting in the order of seniority. If an employee refuses an overtime drive within 24 hours of the drive time, they will not be put to the bottom of the list. However, if an employee does refuse an overtime drive when given 24 hours notice, they will be moved to the bottom of the list. If an employee refuses an overtime drive the next person will be asked and so forth down the list. Once the list is finished it will start at the top again. The list will keep record of overtime offered and will be kept on file for review.

### Nutrition Services Catering Rotation

1. Whenever catering is ordered through Nutrition Services that requires it to be done outside of work hours or during work hours and a sub needs to be hired, a rotating list will be generated by seniority. Workers will be asked at the beginning of each year if they wish to be put on the list. Catering jobs that can be done during the workday without having to hire a sub will be exempt from the rotating list. The list will keep record of catering jobs offered and will be kept on file for review.

The above guidelines are not grievable. Failure to follow the above guidelines will be brought to the Director's attention. If non-compliance continues, a meeting with the Superintendent will be scheduled to address this issue.

## ARTICLE 10 – HOLIDAYS

- A. Full Year employees shall be entitled to the following holidays paid at the regular rate of pay:
- Labor Day
  - Indigenous Peoples' Day
  - Veterans Day
  - Thanksgiving Day
  - The Day after Thanksgiving
  - Christmas Day
  - New Years Day
  - Martin Luther King Day
  - Presidents Day
  - Patriots Day
  - Memorial Day
  - Independence Day
- B. School Year employees shall be entitled to the following holidays paid at the regular rate of pay:
- Labor Day
  - Indigenous Peoples' Day
  - Veterans Day
  - Thanksgiving Day
  - The Day after Thanksgiving
  - Christmas Day
  - New Years Day
  - Martin Luther King Day
  - Presidents Day
  - Patriots Day
  - Memorial Day
- C. Any employee who is required to work on a holiday shall be paid at one and one-half times his/her regular rate of pay in addition to holiday pay.
- D. An employee must be at work on his/her last regularly scheduled workday before and after the holiday in order to receive holiday pay, unless otherwise authorized by the Superintendent at their sole discretion.
- E. If an employee comes to work on their scheduled day before or after a holiday and has to leave his/her assignment due to illness and if he/she has worked at least 33.3 % of his/her shift, he/she shall receive the holiday pay.

- F. If an employee has a doctor's note due to an illness and cannot work the day before or after a holiday, the employee will receive the holiday pay.
- G. School year employees who are working full time, continuously from the end of the school year through at least the first workday following July 4<sup>th</sup> will be compensated for Independence Day.

**ARTICLE 11 – VACATIONS**

- A. Full Year Employees shall receive paid vacation time based upon the following schedule:
  - 1. From the completion of the first year to completion of the fifth year, ten (10) days per year.
  - 2. From the start of the sixth year to the completion of the fourteenth year, fifteen (15) days per year.
  - 3. From the start of the fifteenth year and thereafter, twenty (20) days per year.
- B. School Year Employees who are contracted to work at least 200 days and are regularly scheduled to work 25 hours or more per week will be eligible for paid vacations as follows:
  - 1. From the completion of the first year to the completion of the fifth year eight (8) days per year.
  - 2. From the start of the sixth year to the completion of the fourteenth year, twelve (12) days per year.
  - 3. From the start of the fifteenth year and thereafter, fifteen (15) days per year.
- C. School Year Employees who are contracted to work up to 199 days and are regularly scheduled to work 25 hours or more per week will be eligible for paid vacations as follows:
  - 1. From the completion of the first year to the completion of the fifth year five (5) days per year.
  - 2. From the start of the sixth year to the completion of the fourteenth year, eight (8) days per year.
  - 3. From the start of the fifteenth year and thereafter, ten (10) days per year.

**Rolling Two Year Implementation - School Year Employees Vacation Time**

2020/2021

Years	Full Year	School Year>200	School Year<200
0	0	0	0
1-5	10	4	3
6-14	15	6	4
15+	20	8	5

2021-2022 & 2022-2023

Years	FY	School Year>200	School Year<200
0	0	0	0
1-5	10	8	5
6-14	15	12	8
15+	20	15	10

NO NP

- D. Employees may not take more than ten (10) days of vacation at one time.
- E. Employees must obtain prior approval from their immediate supervisor before scheduling vacations.
- F. Vacation days accrue during the first year of employment and employees will be eligible to access the vacation once they have worked twelve months. Vacation days will be prorated, if necessary, for the contract year in which the first anniversary date falls. For all subsequent years, the anniversary date shall be considered July 1<sup>st</sup>.
- G. For School Year employees, vacation days will only be used for non-student days, for example, snow days, vacation breaks, or in-service days when not needed.
- H. Employees who leave employment with RSU No. 5 during the year will be paid for any unused vacation time.

**ARTICLE 12 – TRAVEL AND USE OF PERSONAL VEHICLE**

Employees who are required to use their personal vehicle for RSU No. 5 business shall be reimbursed for such use at the current IRS rate. Reimbursement must be requested within sixty (60) days using the appropriate form(s).

**ARTICLE 13 – WAGES**

- A. Employees shall be paid wages as specified in Appendix B.
- B. Initial placement on the wage scale shall be determined by the Superintendent, based on
  - a. his/her evaluation of the employee’s prior experience.
- C. An employee shall be eligible for progression on the wage scale if he/she works a minimum of one hundred thirty (130) days in a work year unless the employee is on designated FMLA leave.
- D. Employees shall be paid bi-weekly. Time slips and/or electronic system must be accurately



maintained daily and submitted bi-weekly unless requested earlier.

- E. Upon appropriate written authorization from the employee, the Board shall deduct from the payroll check of any employee and make appropriate remittance for insurance and other plans and programs approved by RSU No. 5.
- F. The Board agrees to deduct Association dues from payroll checks, provided that individual employees provide written authorization for such deduction. The Association shall certify to the Board the current rate for dues by October 1<sup>st</sup> of each year. The Association shall indemnify and hold the Board and its representatives/designees harmless from any and all claims arising out of the deduction of Association dues.
- G. Employees shall be required to utilize direct deposit.
- H. If an employee is scheduled to work on any day, and reports to work on that day, and is sent home by the administration for any reason other than sickness, bereavement or disciplinary reasons, said employee shall be compensated for a minimum of two hours at the employee's regular pay rate.

#### **ARTICLE 14 – PROFESSIONAL DEVELOPMENT**

- A. Any employee who is required by the Superintendent to attend job training shall be compensated at their normal rate of pay for the time required for such training.
- B. An employee may request to attend a conference, workshop, course or training directly related to his/her position as follows:
  - 1. The request must be made in writing to the building principal/supervisor and be approved by the building principal/supervisor and the Superintendent.
  - 2. The request must be made at least twenty (20) days prior to the conference, workshop, course or training.
  - 3. Payment for conferences, workshops, courses and training is subject to the availability of funds up to \$300 per school year or tuition costs for one 3 credit job related course at the USM rate.
  - 4. The employee shall sign a written agreement that if he/she fails to attend or complete the conference, workshop, course or training, or does not attain a grade of "B" or "Pass" in a course, he/she shall reimburse RSU No 5 for the cost.

#### **ARTICLE 15 – TRANSFER OF EMPLOYEES WITHIN THE DISTRICT**

- A. Upon transfer to the same job title within the district, the employee shall retain his/her current rate of pay, hours and benefits unless the transfer results in higher pay, benefits and hours of the ESP

contract. No employee shall suffer a reduction in pay, benefits or hours due to a transfer to the same job title within the district. An employee will be given up to 2 weeks notice, if possible, when transferred within the district.

- B. Employees who desire a change in job or who desire to transfer to another building shall file an electronic statement with the Superintendent/Human Resource with a copy to the Association President. Such statements shall include the job and the school to which he/she desires to be transferred to.
- C. In the determination of requests for a voluntary reassignment and/or transfer, the wishes of the individual employee shall be considered in connection with whether the transfer conflicts with the best interests of the school system. Any qualified employee requesting a transfer shall be afforded an interview by the school's interview team. The Superintendent's decision as to which candidate will be chosen to fill a vacancy is final.

#### **ARTICLE 16 – RETIREMENT**

- A. All employees who do not participate in the Maine State Retirement System will be eligible to participate in a 403b, RSU No. 5 sponsored retirement plan on July 1<sup>st</sup>, following one full year of employment with the RSU No. 5. An employee who is enrolled in the 403b will receive up to 5% matching 403b funds.
- B. Upon retirement or leaving in good standing from the RSU No. 5 and with a minimum of 15 years of continuous service an employee will be entitled to receive up to 20 days of their unused accumulated sick leave. Upon retirement or leaving in good standing from the RSU No. 5 and with a minimum of 20 years of continuous service, an employee will be entitled to receive up to 30 days of their unused accumulated sick leave.
- C. Employees should notify the Superintendent of their intent to retire no later than January 1<sup>st</sup> to receive this benefit in the last paycheck of the current fiscal year. If notification occurs after January 1<sup>st</sup>, payment will be deferred to the following budget year.

#### **ARTICLE 17 – EQUIPMENT AND MATERIALS PROVIDED**

Bus driver/custodians, bus drivers, custodians, food service, and maintenance personnel will be allotted \$100 to purchase shirts, jackets, sweatshirts, shoes, or aprons that are used at work. Employees will be reimbursed for their work related purchase.

RSU No. 5 expects the employee to wear the purchased merchandise while performing their job responsibilities.

#### **ARTICLE 18 – EVALUATION**

- A. Employees shall be evaluated by March 15<sup>th</sup> by the principal/supervisor, who shall meet with them to discuss the evaluation. A copy of the written evaluation shall be given to the

employee being evaluated. The employee shall have the opportunity to sign the evaluation report that is to be placed in the employee's personnel file. The employee's signature does not mean that the employee agrees with the evaluation. The employee shall be able to respond in writing to any and all areas of the evaluation and have such response attached to the evaluation in the personnel folder.

- B. The evaluation shall be confined to the employee's job performance. The evaluation will consider only factors that reasonably reflect the employee's ability to complete his/her job duties. These duties include demonstrating dependability, integrity, and other ethical standards.
- C. All formal monitoring and observation of the work performance of an employee shall be conducted openly and with the full knowledge of the employee.

### **ARTICLE 19 - GRIEVANCE PROCEDURE**

- A. The purpose of this procedure is to secure, at the lowest possible level, resolution of disputes over the meaning or application of this Agreement.
- B. Both parties agree that this procedure shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with a member of the administration, and having the grievance adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present and to state its views.
- D. For the purposes of this article, the following definitions shall be used:
  - 1. "Days" shall mean school days, except during the summer months when "days" shall mean Mondays through Fridays when the Superintendent's Office is open.
  - 2. A "grievance" is any controversy, complaint, misunderstanding or dispute arising between the parties as to the meaning or application of the specific terms of the Agreement. It is expressly understood and agreed that the definition of grievance contained in the Article shall in no way affect the Board's exercise of its obligation to formulate and establish educational policies pertaining to the management of the school system, pursuant to the Constitution, laws and regulations of the State of Maine or its duly authorized agencies.
  - 3. An "employee" is a person or persons submitting a grievance.
  - 4. A "party in interest" is any person who might be required to take action or against whom action might be taken to resolve the grievance.

- E. A grievance must be submitted at Level One within thirty (30) days of the event or occurrence which gave rise to the grievance. Failure on the part of an employee to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance shall constitute a waiver of the grievance and a complete bar to arbitration.

No arbitrator shall have the authority to waive, amend, modify or adjust the time requirements set forth in this procedure. A failure on the part of the administration or Board to adhere to time requirements shall enable the employee to advance to the next grievance level.

F. **Informal Procedure:**

1. If an employee feels that he/she may have a grievance, he/she must first discuss the matter with his/her building principal or direct supervisor in an effort to resolve the problem informally.
2. If the employee is not satisfied with such disposition of the matter, he/she shall have the right to have the Association's Grievance Committee assist him/her in further efforts to resolve the problem informally with the supervisor or other appropriate Administrator.

G. **Formal Procedure:**

1. **Level One – Building Principal/Direct Supervisor**
  - a. If the employee is not satisfied with the outcome of the informal procedure, he/she may file the grievance in writing (using the grievance form supplied by the Superintendent) with the building principal within 30 days of the event which gave rise to the grievance.
  - b. The building principal shall, within ten (10) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the employee with a copy to the chairperson of the Association's Grievance Committee.
2. **Level Two – Superintendent**
  - a. If the employee is not satisfied with the outcome of the procedure at Level One, he/she may file the grievance in writing with the Superintendent within ten (10) days after receipt of the Level One response, stating the reason why he/she is not satisfied with the outcome at Level One.
  - b. Within ten (10) days after receipt of the written grievance, the Superintendent shall meet with the employee and the Association representative.
  - c. Within ten (10) days after the meeting, the Superintendent shall render his/her decision and the reasons therefore in writing to the employee with a copy to the chairperson of the Association's Grievance Committee.

### **3. Level Three – Board**

- a. If the employee is not satisfied with the outcome of the procedure at Level Two, he/she may, within five (5) days after the decision, request that the Association's Grievance Committee appeal the decision to the Board.

If the Association's Grievance Committee decides to appeal the decision, it shall file the grievance in writing with the Board within ten (10) days of the decision at Level Two, stating the reason for dissatisfaction with the decision.

- b. The Board shall meet with the employee and the Association representative at a mutually agreed upon time within twenty (20) days, unless an extension is mutually agreed upon.
- c. Within ten (10) days after the meeting, the Board shall render its decision and the reasons therefore in writing to the employee with a copy to the chairperson of the Association's Grievance Committee.

### **4. Level Four – Arbitration**

- a. If the employee is not satisfied with the outcome of the procedure at Level Three, he/she may, within five (5) days after receiving the Board's decision, request that the Association's Grievance Committee submit the grievance in writing to the President or designee of the Association that the grievance be submitted to arbitration.
- b. If the Association decides to proceed to arbitration, the Association President or designee shall notify the Board Chair and Superintendent within ten (10) days of the Board's decision.
- c. Within ten (10) days after notification, the Association President/designee and the Board Chair/designee shall meet or consult in an effort to agree upon an arbitrator of recognized competence.
- d. If the parties are unable to agree within five (5) days, the American Arbitration Association shall be called upon to select an arbitrator in accordance with its procedures.
- e. The arbitrator selected shall review the record of prior meetings and shall hold such further hearings with the employee and other parties as he/she shall deem requisite.
- f. The arbitrator shall have thirty (30) days after the hearing to render his/her decision in writing to all parties, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited

by law or which violates the terms of the Agreement. He/she shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final and binding upon the parties, subject only to judicial review.

#### H. Miscellaneous Provisions

1. By mutual agreement, the Association and the Board/Superintendent may request grievance/arbitration mediation services prior to invoking Level 4 above. If no settlement to a grievance is met in these mediation sessions, the grievance will be submitted to arbitration, if the Association so chooses, as set forth in Level 4 above.
2. By mutual agreement between the Superintendent and the Association's Grievance Committee, any step of the grievance procedure may be bypassed.
3. If, in the judgment of the Grievance Committee, a grievance affects a group or class of employees, the Grievance Committee may submit such grievance in writing to the Superintendent at Level Two. Any such grievance must include a minimum of two employees who agree to be party to the grievance, and their names.
4. The cost of the mediator and/or arbitrator shall be borne equally by the parties.
5. If the Board or Association's Grievance Committee requests a court reporter at Level Three, the requesting party shall pay the cost. If any copy is requested by the other party, then the cost shall be shared.
6. No reprisals shall be taken by either party against the other.
7. All meetings and hearings under the grievance procedure shall be confidential unless mutually agreed by both parties.
8. An employee may not be represented by any employee organization other than the Association. If an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.
9. The Association may call upon the services of the Maine Education Association for consultation and assistance at any stage of the procedure, and the administration and Board may also use professional assistance at any stage.
10. By mutual agreement of the Association and the Superintendent, a grievance may be settled without establishing precedent. Any such settlement shall not be in violation of any terms of this Agreement.
11. A standard form for filing and processing grievances shall be mutually agreed upon.

12. All records related to a grievance shall be filed separately from the personnel records of employees.
13. When a grievance is submitted to arbitration, no other forum will be used to address the facts and circumstances that gave rise to the grievance.
14. A grievance may be withdrawn by the employee or Association at any step without establishing precedent.

#### **ARTICLE 20 – MISCELLANEOUS**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, but all other provisions or applications will continue in full force and effect.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other:
  1. If by the Association, to the Board Chair with a copy to the Superintendent.
  2. If by the Board, to the Association President.



**ARTICLE 21 – DURATION OF AGREEMENT**

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been raised or negotiated by the parties, whether or not included in this Agreement. The parties agree that neither party shall be obligated to negotiate with respect to any subject during the term of this Agreement, whether such subject is contained herein or not, except by mutual agreement of the parties.
- B. This Agreement shall be effective July 1, 2020 and shall continue in effect until June 30, 2023. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated above.
- C. In witness whereof, the parties hereto have caused this Agreement to be signed by their designated representatives.

RSU No. 5 BOARD OF DIRECTORS



RSU No. 5 COASTAL EDUCATION ASSOCIATION FOR EDUCATIONAL SUPPORT  
PERSONNEL



## **APPENDIX A**

### **Impact Areas:**

- 1. Bus Driver**
- 2. Custodian**
- 3. Ed Tech**
- 4. Secretary/Printing Clerk**
- 5. Van Driver**
- 6. Nutrition Services**
- 7. Maintenance**

## APPENDIX B

POSITION	STEPS	2020-2021	2021-2022	2022-2023
Education Technician I / II	Start	16.99	17.33	17.76
	5 Yrs	18.55	18.92	19.39
	10 Yrs	19.50	19.89	20.39
	15 Yrs	20.47	20.88	21.40
	20 Yrs	20.88	21.30	21.83
	25 Yrs	21.30	21.73	22.27
Education Technician III	Start	18.10	18.46	18.92
	5 Yrs	19.66	20.05	20.55
	10 Yrs	20.61	21.02	21.55
	15 Yrs	21.58	22.01	22.56
	20 Yrs	21.99	22.43	22.99
	25 Yrs	22.41	22.86	23.43
Bus Driver Full Year	Start	19.89	20.39	20.90
	5 Yrs	20.75	21.27	21.80
	10 Yrs	21.70	22.24	22.80
	15 Yrs	22.68	23.25	23.83
	20 Yrs	23.10	23.68	24.27
	25 Yrs	23.54	24.13	24.73
Bus Driver School Year	Start	19.59	20.39	20.90
	5 Yrs	20.44	21.27	21.80
	10 Yrs	21.38	22.24	22.80
	15 Yrs	22.35	23.25	23.83
	20 Yrs	22.77	23.68	24.27
	25 Yrs	23.20	24.13	24.73
Custodian	Start	18.47	18.93	19.40
	5 Yrs	19.33	19.81	20.31
	10 Yrs	20.28	20.79	21.31
	15 Yrs	21.27	21.80	22.35
	20 Yrs	21.69	22.23	22.79
	25 Yrs	22.13	22.68	23.25
Head Custodian	Start	19.60	20.09	20.59
	5 Yrs	20.46	20.97	21.49
	10 Yrs	21.41	21.95	22.50
	15 Yrs	22.40	22.96	23.53
	20 Yrs	22.82	23.39	23.97
	25 Yrs	23.26	23.84	24.44

Van Driver	Start	19.04	19.42	19.91
	5 Yrs	19.89	20.29	20.80
	10 Yrs	20.83	21.25	21.78
	15 Yrs	21.80	22.24	22.80
	20 Yrs	22.21	22.65	23.22
	25 Yrs	22.64	23.09	23.67
	Administrative Secretary	Start	18.07	18.80
5 Yrs		20.02	20.83	21.35
10 Yrs		21.46	21.89	22.44
15 Yrs		22.51	22.96	23.53
20 Yrs		22.97	23.43	24.02
25 Yrs		23.42	23.89	24.49
Office Secretary		Start	17.02	17.36
	5 Yrs	18.88	19.25	19.74
	10 Yrs	20.19	20.59	21.11
	15 Yrs	21.19	21.61	22.15
	20 Yrs	21.62	22.06	22.61
	25 Yrs	22.05	22.49	23.05
	Printing Clerk	Start	16.99	17.33
5 Yrs		18.55	18.92	19.40
10 Yrs		19.50	19.89	20.39
15 Yrs		20.47	20.88	21.40
20 Yrs		20.88	21.29	21.83
25 Yrs		21.30	21.73	22.27
Kitchen Manager (formerly Food Service Specialist I)		Start	16.50	16.83
	5 Yrs	17.36	17.71	18.15
	10 Yrs	18.20	18.56	19.03
	15 Yrs	19.13	19.51	20.00
	20 Yrs	19.49	19.88	20.38
	25 Yrs	19.89	20.28	20.79
	Food Service Assistant	Start	13.95	14.23
5 Yrs		14.71	15.00	15.37
10 Yrs		15.39	15.70	16.09
15 Yrs		16.18	16.50	16.92
20 Yrs		16.50	16.83	17.25
25 Yrs		16.84	17.17	17.60

<b>Field Maintenance Supervisor</b>	<b>Start</b>	<b>25.97</b>	<b>26.62</b>	<b>27.29</b>
	<b>5 Yrs</b>	<b>27.80</b>	<b>28.50</b>	<b>29.21</b>
	<b>10 Yrs</b>	<b>29.24</b>	<b>29.97</b>	<b>30.72</b>
	<b>15 Yrs</b>	<b>30.63</b>	<b>31.40</b>	<b>32.19</b>
	<b>20 Yrs</b>	<b>31.21</b>	<b>31.40</b>	<b>32.19</b>
	<b>25 Yrs</b>	<b>31.82</b>	<b>31.99</b>	<b>32.79</b>
	<b>Maintenance, Fields and Grounds</b>	<b>Start</b>	<b>17.14</b>	<b>17.57</b>
<b>5 Yrs</b>		<b>18.39</b>	<b>18.85</b>	<b>19.32</b>
<b>10 Yrs</b>		<b>19.39</b>	<b>19.88</b>	<b>20.37</b>
<b>15 Yrs</b>		<b>20.35</b>	<b>20.85</b>	<b>21.38</b>
<b>20 Yrs</b>		<b>20.75</b>	<b>21.26</b>	<b>21.80</b>
<b>25 Yrs</b>		<b>21.17</b>	<b>21.70</b>	<b>22.24</b>
<b>Maintenance Specialist</b>		<b>Start</b>	<b>19.60</b>	<b>20.09</b>
	<b>5 Yrs</b>	<b>21.02</b>	<b>21.55</b>	<b>22.09</b>
	<b>10 Yrs</b>	<b>22.17</b>	<b>22.73</b>	<b>23.29</b>
	<b>15 Yrs</b>	<b>23.26</b>	<b>23.84</b>	<b>24.43</b>
	<b>20 Yrs</b>	<b>23.72</b>	<b>24.31</b>	<b>24.92</b>
	<b>25 Yrs</b>	<b>24.20</b>	<b>24.81</b>	<b>25.43</b>
	<b>Maintenance Working Foreman</b>	<b>Start</b>	<b>20.16</b>	<b>20.67</b>
<b>5 Yrs</b>		<b>21.64</b>	<b>22.18</b>	<b>22.73</b>
<b>10 Yrs</b>		<b>22.82</b>	<b>23.39</b>	<b>23.97</b>
<b>15 Yrs</b>		<b>23.93</b>	<b>24.53</b>	<b>25.15</b>
<b>20 Yrs</b>		<b>24.41</b>	<b>25.02</b>	<b>25.64</b>
<b>25 Yrs</b>		<b>24.90</b>	<b>25.52</b>	<b>26.16</b>
<b>Mechanic</b>		<b>Start</b>	<b>23.60</b>	<b>24.19</b>
	<b>5 Yrs</b>	<b>25.32</b>	<b>25.95</b>	<b>26.60</b>
	<b>10 Yrs</b>	<b>26.69</b>	<b>27.36</b>	<b>28.04</b>
	<b>15 Yrs</b>	<b>28.00</b>	<b>28.70</b>	<b>29.42</b>
	<b>20 Yrs</b>	<b>28.56</b>	<b>29.27</b>	<b>30.00</b>
	<b>25 Yrs</b>	<b>29.13</b>	<b>29.86</b>	<b>30.61</b>
	<b>Van Driver/Field Maintenance</b>	<b>Start</b>	<b>18.45</b>	<b>18.91</b>
<b>5 Yrs</b>		<b>19.80</b>	<b>20.30</b>	<b>20.81</b>
<b>10 Yrs</b>		<b>20.88</b>	<b>21.40</b>	<b>21.94</b>
<b>15 Yrs</b>		<b>21.90</b>	<b>22.45</b>	<b>23.01</b>
<b>20 Yrs</b>		<b>22.33</b>	<b>22.89</b>	<b>23.47</b>
<b>25 Yrs</b>		<b>22.79</b>	<b>23.36</b>	<b>23.94</b>

**MEMORANDUM OF UNDERSTANDING  
SALARY SCALE FOR RENA FRANK FOOD SERVICE ASSISTANT  
FOR SCHOOL YEARS JULY 1, 2020 – JUNE 30, 2023**

This Memorandum of Understanding is made this 1<sup>st</sup> day of July 2020, by and between the RSU No. 5 School Board of Directors (the “Board”) and the Coastal Education Association, Educational Support Professional Unit (the “Association”).

WHEREAS, the Board and the Association negotiated the Collective Bargaining Agreement Between the Board and the Association for School Years July 1, 2020 – June 30, 2023 (the “Agreement”); and

WHEREAS, the Board has eliminated the Food Service Specialist II position and the parties have negotiated an individual rate of pay for Rena Frank for the upcoming school years.

NOW, THEREFORE, the Board and the Association agree as follows:

1. The Board and Association have negotiated a wage scale for food service assistant employees’ personnel pursuant to the Agreement;
2. Notwithstanding the Agreement, the Board agrees to pay Ms. Frank at the rate of pay of \$17.39 for 2020-2021, \$17.74 for 2021-2022, and \$18.18 for 2022-2023.
3. This Memorandum of Understanding shall be incorporated by reference into Article 13 and Appendix B of the Agreement.

Date: 6/24/2020

RSU5 Coastal Education Association  
For Educational Support Personnel

Nancy M. Dault  
President

Nancy E. Oyer  
Chief Negotiator

RSU5 Board of Directors

Michelle Ritcheson  
Michelle Ritcheson  
Board Chair

**MEMORANDUM OF UNDERSTANDING  
SALARY SCALE FOR LAURIE PIETKIEWICZ ADMINISTRATIVE SECRETARY  
FOR SCHOOL YEARS JULY 1, 2020 – JUNE 30, 2023**

This Memorandum of Understanding is made this 1<sup>st</sup> day of July 2020, by and between the RSU No. 5 School Board of Directors (the “Board”) and the Coastal Education Association, Educational Support Professional Unit (the “Association”).

WHEREAS, the Board and the Association negotiated the Collective Bargaining Agreement Between the Board and the Association for School Years July 1, 2020 – June 30, 2023 (the “Agreement”); and

WHEREAS, the Board has no other year round administrative secretary positions and the parties have negotiated an individual rate of pay for Laurie Pietkiewicz for the upcoming school years.

NOW, THEREFORE, the Board and the Association agree as follows:

1. The Board and Association have negotiated a wage scale for administrative secretary employees’ personnel pursuant to the Agreement;
2. Notwithstanding the Agreement, the Board agrees to pay Ms. Pietkiewicz at the rate of pay of \$21.78 for 2020-2021, \$22.32 for 2021-2022, and the 15 Year Step - \$23.53 for 2022-2023.
3. This Memorandum of Understanding shall be incorporated by reference into Article 13 and Appendix B of the Agreement.

Date:

*07/01/2020*

RSU5 Coastal Education Association  
For Educational Support Personnel

*Nancy M. Smith*  
\_\_\_\_\_  
President

*Nancy E. Oprea*  
\_\_\_\_\_  
Chief Negotiator

RSU5 Board of Directors

*Michelle Ritcheson*  
\_\_\_\_\_  
Michelle Ritcheson  
Board Chair

**MEMORANDUM OF UNDERSTANDING  
SCHOOL YEAR EMPLOYEES VACATION**

WHEREAS, Article 11(C)(1) of the collective bargaining agreement, set out below, expressly provides that certain school year employees are eligible for **five** days of paid vacation per year, beginning in the school year 2021-2022.

- C. School Year Employees who are contracted to work up to 199 days and are regularly scheduled to work 25 hours or more per week will be eligible for paid vacations as follows:
1. From the completion of the first year to the completion of the fifth year **five (5)** [emphasis added] days per year.
  2. From the start of the sixth year to the completion of the fourteenth year, eight (8) days per year.
  3. From the start of the fifteenth year and thereafter, ten (10) days per year.

WHEREAS, The Parties agree that the chart set out below Article 11(C)(1) has a typographical error indicating that such employees are eligible for **six** days of paid vacation for beginning in the school year 2021-2022.

2021-2022 & 2022-2023


Years	FY	School Year>200	School Year<200
0	0	0	0
1-5	10	8	6
6-14	15	12	8
15+	20	15	10

NOW, THEREFORE, the parties agree as follows:

1. The chart on page 16 of the collective bargaining agreement will be redrafted to fix the typographical error described above to be consistent with the express language of Article 11(C)(1) and reflect that such employees shall be eligible for five days of paid vacation under the category of school year less than 200 for years 1-5 for the school year 2021-2022.
2. The collective bargaining agreement will be amended by the inclusion of the new chart and initialed by both Parties.
3. The collective bargaining agreement going forward shall contain the new chart.
4. This Memorandum of Understanding resolves any and all possible disputes about the amount number of eligible vacation days provided for in the collective bargaining agreement.

Date: 8/26/20

RSU5 Coastal Education Association  
For Educational Support Professionals

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chief Negotiator

RSU5 Board of Directors

  
\_\_\_\_\_  
Michelle Ritcheson

Board Chair