

Contract between M.S.A.D. No. 75  
Board of Directors  
and the

MERRYMEETING  
EMPLOYEES ASSOCIATION  
(SUPPORT STAFF)



July 1, 2021 - June 30, 2024

Agreement Between  
M.S.A.D. No. 75 Board of Directors and the  
Merrymeeting Employees Association  
(Support Staff Contract)  
July 1, 2021 - June 30, 2024

**TABLE OF CONTENTS**

Preamble .....	1
Article I - Recognition .....	2
Article II - Check-off and Association Security.....	2
Article III - Management Rights .....	3
Article IV - Hours of Work and Overtime .....	3
Article V - Rest Periods and Meal Periods .....	4
Article VI - Wages, Call-In Pay and Fringes .....	4
Article VII - Holidays .....	6
Article VIII - Vacations .....	7
Article IX - Sick Leave .....	8
Article X - Leaves of Absence .....	11
Article XI - Seniority .....	13
Article XII - Discipline and Discharge .....	15
Article XIII - Grievance and Arbitration Procedures .....	15
Article XIV - General Provisions .....	16
Article XV - Strikes and Lockouts .....	17
Article XVI - Additional Staffing.....	18
Article XVII - Job Descriptions and Reclassifications.....	18
Article XVIII – Transportation.....	18
Article XIX - Health and Safety Provisions.....	20
Article XX - Evaluation.....	21
Article XXI - Termination .....	21
Authorized signatures .....	23
Appendix A - Salary Schedules.....	24
Appendix B - Collective Bargaining .....	27
Appendix C – Accrued Vacation Transition.....	27

**AGREEMENT** effective this first day of July, A.D. 2021, between the BOARD OF DIRECTORS of MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 75 (M.S.A.D. No. 75), hereinafter referred to as “**THE BOARD**” and MERRYMEETING EMPLOYEES ASSOCIATION, MEA/NEA, hereinafter referred to as the “**ASSOCIATION.**”

### **PREAMBLE**

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act, Title 26, Maine Revised Statutes Annotated, the parties have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and harmonious relations between the Employer and Employee. The educational process of the students of M.S.A.D. No. 75 is a consideration in the administration and implementation of this collective bargaining agreement.

### **DEFINITIONS:**

1. **NUMBER** - Whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated by the contract.
2. **ASSOCIATION** - Whenever the term “Association” is used, it shall refer to the Merrymeeting Employees Association, MEA/NEA.
3. **EMPLOYEE** - Whenever the term “employee” is used, unless otherwise expressly provided or clearly indicated by the context of this contract, it shall refer to all Transportation Specialists, Mechanics, Transportation Specialist/Trainer, Van Drivers, Couriers, Head Custodians I and II, Custodians, Groundskeepers, Head Food Service Staff, Food Service Staff, Paraprofessionals, Duty/Bus Aides, Head Administrative Assistant(s) and Administrative Assistants who are included in the Bargaining Unit.
4. **ASSOCIATION REPRESENTATIVES** - Whenever the term “Association Representative” is used, it shall refer to employees selected by the Association to represent them in matters related to this contract.
5. **BOARD** - Whenever the term “Board” is used, it shall refer to the Maine School Administrative District No. 75 Board of Directors and any authorized agent whether or not a member.
6. **SUPERINTENDENT** - Whenever the term “Superintendent” is used, it shall include the Superintendent of Schools of Maine School Administrative District No. 75 or any other person whom the Superintendent specifically designates to act for him/her in any particular situation or class of situations.
7. **PRINCIPAL** - Whenever the term “Principal” is used, it is to include any Principal in M.S.A.D. No. 75 or any other person whom that Principal specifically designates to act for him/her in any particular situation or class of situations.
8. **WORK** - Whenever the term “Work” is used, it shall refer to all tasks and services normally performed by the Employee within the Bargaining Unit.
9. **OVERTIME** - Whenever the term “Overtime” is used, it shall refer to all hours of work in excess of forty (40) hours in a week.
10. **SCHOOL-YEAR EMPLOYEE** - School-year employees are defined as those employees working fifty (50) weeks or less per year.
11. **FULL-YEAR EMPLOYEE** - Full-year employees are defined as those employees working fifty-two (52) weeks per year in one budgeted position.

12. **WORK WEEK** - The number of hours in an employee's regular work schedule for a normal week consisting of seven (7) consecutive days, beginning on Saturday.
13. **JOB CLASSIFICATION** - One of the named divisions of labor established by the Board and recognized by the Association as having a unique title and hourly rate of pay and for which a job description has been written (Also known as a "position").
14. **SUMMER INTERMITTENT EMPLOYMENT** - Additional days worked by school-year employees outside of the school year.
15. **VACATION** – The term "Vacation", and the provision of vacation time, are intended to meet the legal obligations of the Board for providing earned paid leave to employees as defined in Maine's Earned Paid Leave law.
16. **DATES**

Date of hire – The first day an employee begins work for the District. A break in service constitutes a new date of hire.

Longevity date – The date an employee began continuous service in a Support Staff position.

Seniority date – The date an employee began continuous service in a particular Support Staff job classification.

Seniority category – A set of closely related job classification representing a career pathway. The seniority category date is the date an employee began continuous service in a particular Support Staff seniority category (categories: Transportation Specialist, Van Driver, Mechanic, Custodian, Groundskeeper, Food Service Staff, Courier, Duty/Bus Aide, Administrative Assistant and Paraprofessional).

## **ARTICLE I RECOGNITION**

- A. The Board recognizes the Association as the sole and exclusive agent for the purpose of negotiating wages, hours of employment, working conditions, or contract grievance arbitration for all hourly employees who are Transportation Specialists, Mechanics, Transportation Specialist/Trainer, Van Drivers, Couriers, Head Custodians I and II, Custodians, Groundskeepers, Head Food Service Staffs, Food Service Staffs, Paraprofessionals, Duty/Bus Aides, Head Administrative Assistant(s) and Administrative Assistants who are in the bargaining unit.
- B. The parties agree that any new position created that would ordinarily have been included in the unit may be added by mutual written agreement during the term of the Agreement. In the absence of a mutual written agreement to include a new position in the existing bargaining unit, either party may petition the Maine Labor Relations Board in accordance with its rules and procedures to determine whether the position should be included in this bargaining unit.

## **ARTICLE II CHECK OFF AND ASSOCIATION SECURITY**

- A. The Board agrees to notify the Association in writing of the name, job classification, date of classification and date of employment, or termination thereof, of all employees in the bargaining unit.
- B. Each employee may elect to become a member of the Association or may elect to pay a representation fee to the Association equal to 80% of the Association dues within thirty (30) days after the date of the execution of this Agreement.

- C. The Board shall deduct Association dues and representation fees from the biweekly paycheck of Association members and transmit such dues and fees to the Association. For those employees who elect to pay their dues directly to the Association, the following statement is recognized by the Board as the means by which an employee shall indicate refusal of the payroll deduction of dues:

“I hereby advise that I do not desire the Board of Directors of M.S.A.D. No. 75 to deduct from my pay for the unified dues to the Merrymeeting Employees Association, Maine Education Association and National Education Association.”

- D. Upon appropriate written authorization from the Employee, the Board shall deduct from the salary of any employee and make appropriate remittance for any eligible annuities and for participation in the Maine State Retirement System’s life insurance program. The Board shall, upon receipt of written authorization from the employee, provide direct deposit services to a financial institution selected by the employee, provided the financial institution allows electronic transfer of said funds. The employee shall make the necessary direct deposit arrangements for all other deductions such as savings bonds and charitable donations with their financial institution within forty-five (45) days from the execution date of this Agreement.
- E. The Association shall indemnify, defend and hold the District harmless against all claims and suits which may arise as a result of action taken pursuant to this Article.

### **ARTICLE III MANAGEMENT RIGHTS**

The Board retains all rights and authority to manage and direct its employees, including the right to hire, classify, assign, transfer, promote, discipline, discharge for cause, decrease the work force and require employees to observe all work rules and regulations and to regulate the use of equipment and other property of the Board, except as otherwise specifically provided in this Agreement. The Association acknowledges the right of the Board to make rules and regulations governing the conduct of its employees not inconsistent with the provisions of this Agreement. All management functions not specifically limited by the express provisions of this Agreement are reserved to the Board.

### **ARTICLE IV HOURS OF WORK AND OVERTIME**

- A. It is recognized that various categories of employees within the District may have workdays of more than or less than eight (8) hours. Whenever the term “working day” is used in this agreement, it applies to the workday of each employee regardless of the total hours normally worked within their job classification.
- B. All work in excess of forty (40) hours in any one (1) week is paid at the rate of time and one-half.
- C. All work performed on Sunday is paid for at the rate of double time.
- D. Employees shall have the option of reporting to work two (2) hours early or working two hours later to have two (2) hours of release time to attend Association meetings provided prior approval is obtained in writing from the employee’s immediate supervisor.
- E. Whenever possible every attempt must be made to equalize any additional work hours among employees without creating an overtime situation. If overtime work cannot be avoided, any overtime work shall be distributed as equally as possible among employees within the same location and classification. Once overtime is assigned to one individual, it cannot be further divided among employees unless extenuating circumstances require it. If no employee volunteers for overtime, the supervisor may require other employees in the affected location and classification to perform required overtime work. Selection will be on a rotating basis, in reverse order of seniority. The supervisor shall maintain overtime records in each classification and shall make such records available to the Association upon request.

The Custodian Supervisor and Food Service Director will provide a list of members, working less than forty (40) hours a week, who are willing to work. Every effort should be made to utilize employees from that list. There shall be no discrimination against any employee who declines to work overtime. Any overtime work declined shall be charged to that employee for the purpose of equalizing overtime scheduling.

**ARTICLE V  
REST PERIODS AND MEAL PERIODS**

- A. All employees working at least three (3) hours per day, except for Transportation Specialists and Food Service staff, shall be provided a fifteen (15) minute rest period, to be scheduled at the discretion of the supervisor. Employees working more than six (6) hours per day are entitled to two (2) fifteen-minute rest periods per day.

All employees except Transportation Specialists and Food Service staff shall be granted a duty-free unpaid thirty (30) minute lunch period during each workday of six (6) hours or more.

- B. All Food Service Staff must be given a twenty (20) minute working break in lieu of a fifteen (15) minute rest period. Food Service staff shall stay within a reasonable proximity to the cafeteria in order to maintain control of that area during a working break.
- C. Weekend, eight-hour day custodians working alone in a building are entitled to a paid 30-minute lunch. If they are asked to work during their lunch period, they will be scheduled to work one-half hour less than their normal workday.

**ARTICLE VI  
WAGES, CALL-IN PAY AND FRINGES**

- A. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A

A new hire, when first hired into the bargaining unit, is assigned a wage set forth in Appendix A. New hires may be awarded relevant prior work/life experience as determined by Human Resources or their designees, in collaboration with the Association. New hires may only receive a one-step increase for relevant prior experience. This will not be retroactive.

- B. Salaries and wages of employees shall be paid biweekly on Friday, but in the event that day is a holiday, the preceding day is the payday. The rate of pay is the rate that is in effect on the last day of the pay period covered by a biweekly payroll. Should a pay period cross fiscal years, the rate of pay for the entire pay period shall be the rate in effect for the last day of the pay period. Exceptions to this rule are for employees receiving longevity increases, employees changing job classifications and employees being laid off, retired or separated. For an employee receiving a longevity increase or changing job classifications, any change in the rate of pay is effective on the actual date the longevity increase is due or the change in job classifications takes effect. An employee who is laid-off, retired or separated shall receive pay at the rate in effect for the last paid day prior to the effective date of lay-off, retirement or separation.

Direct deposit will be required of all employees.

- C. Any employee called in for any reason outside his/her regularly-scheduled time shall be paid for a minimum of two (2) hours at his/her regular rate of pay.
- D. Any employee who is scheduled to report to work, and because of emergency situations work is not available to him/her upon arrival, shall be paid at his/her regular rate for two (2) hours work. Every reasonable effort shall be made to notify employees if there is no work available because of emergency situations.

- E. Employees shall be paid at the State of Maine Standard rate per mile in effect on the day of travel when required to use their own vehicle for School District purposes.
- F. For the period of this contract, the Board will pay a percentage of the MEA Anthem Choice Plus premium based on an employee's weekly hours worked. Employees who choose MEA Standard coverage will be required to pay the difference between the Choice Plus and Standard premiums.

Employees working less than full-time but a total of twenty (20) hours or more for the District (whether full-year or school-year) will receive a premium based on the percentage of the time they are employed.

<u>Weekly Hours Worked</u>	<u>% Contributions</u>
31 - 40 (Year 1)	94%
31 - 40 (Year 2)	93%
31 - 40 (Year 3)	92%
21 - 30	78%
20	53%

The Board will pay the first 18% increase in premium cost above the rates in effect in the previous year of the contract. The employees receiving the insurance will pay their share of the premium, including any increase through payroll deduction.

The payments shall be made through a premium conversion plan, which will conform to the provisions of Section 125 of the Internal Revenue Code. The amount of money to be deposited in the plan shall be adjusted annually in September by those employees participating in the plan.

The Board share of health insurance premiums for the years beginning 7/1/2006 will be computed as follows:

$$\begin{aligned}
 &\text{Premium for previous year} \\
 &\times [100\% + \text{percentage increase (not to exceed 18\% of premium for previous year)}] \\
 &\times \text{Board percent contribution (e.g. 94\%, 78\% or 53\%)} \\
 &= \text{Total Board share of premium}
 \end{aligned}$$

The remainder of the premium will be the employee's share. The employee's share includes the entire amount of any increase above 18% over the premium in effect for the previous year and the employee's percentage contribution (e.g. 6%, 22%, or 47%) for the remainder of the premium. The following illustration is provided: Assume an employee works 30 hours per week (the Board share of the premium is 78%)

Example:

Prior year Premium (Family Policy): \$7,500  
 Current year Premium (Family Policy): \$9,000  
 % Increase: 20%

$$\begin{aligned}
 \text{Board Share} &= \$7,500 \times 118\% \times .78 = \$6,903 \\
 \text{Employee Share} &= (\$7,500 \times 2\%) + \\
 &\quad (\$7,500 \times 118\% \times .22) = \$2,097
 \end{aligned}$$

Please note that employee deductions will be based on a twenty (20) pay period schedule from September through June.

- G. For the period of this Agreement, the Board will pay monthly premiums toward a single subscriber premium for dental insurance from a carrier selected by the Board for all full-time, full-year employees. Employees working less than full-time, full-year will receive a premium based on the percentage of the time they are employed. Please note, however, that in no instance will the Board pay an amount in excess of 95% of the actual premium. Please note that employee deductions will be based on a twenty (20) pay period schedule from September through June.
- H. All employee deductions are the responsibility of both the Board and the Employee. The Support Staff employee will be responsible for making the District whole if the deduction taken has been miscalculated to the benefit of the Support Staff Employee, and the District will make the Support Staff Employee whole should the miscalculation benefit the District.
- I. Course Reimbursement - The District will pay for courses/classes at registration provided the employee agrees to repayment through payroll deduction should the employee fail to successfully complete the course. Courses must be relevant to the employee's work in the District and must be approved in advance by the Superintendent to be eligible for reimbursement. Employees on probationary status or who work less than 20 hours/week are not eligible for this benefit

Employees will be reimbursed for the cost of graduate and undergraduate college courses up to a maximum of six (6) credit hours, not to exceed the current cost of two-three credit hour University of Maine graduate courses, including tuition and applicable university fees, but excluding books. Under no circumstance will employees be reimbursed for more than six (6) credit hours in any contract year. Education leave cannot be used to attend college courses.

**OR**

The Board will pay up to a maximum of seven hundred fifty dollars (\$750) in each contract year for continuing education unit classes relating to his/her job classification.

**ARTICLE VII  
HOLIDAYS**

- A. The following days will be considered paid holidays:

<u>FULL-YEAR EMPLOYEES</u>	<u>SCHOOL-YEAR EMPLOYEES</u>
New Year's Day	New Year's Day
Martin Luther King Day	Martin Luther King Day
Presidents' Day	Presidents' Day
Patriots' Day	Patriots' Day
Memorial Day	Memorial Day
Independence Day	
Labor Day	Labor Day
Indigenous Peoples' Day	Indigenous Peoples' Day
Veterans' Day	Veteran's Day
Thanksgiving Day	Thanksgiving Day
The day after Thanksgiving	Day after Thanksgiving
Christmas Day	Christmas Day
The day before or after Christmas*	Day before or after Christmas*

*\* As determined by the Superintendent or his/her designee.*

- B. A school-year employee who is hired for summer work will have a paid holiday on July 4 provided the employee was originally scheduled to work the week in which July 4 occurs.



- C. If scheduled to work during paid holidays, the employee shall receive holiday pay and time and one-half for work.
- D. An employee must work his/her full scheduled workday preceding and following the holiday to be eligible for holiday pay with the exception of bereavement leave, emergency medical leave, or jury duty or those reasons listed under the Federal Family Medical Leave Act. The Superintendent may grant an exception to the above provision with prior notification.
- E. The holiday pay shall be based on the employee's scheduled workday, for which they are routinely scheduled, and their regular rate of pay in that position.
- F. A paid holiday will be counted as a normal workday for that employee for overtime computation purposes.

**ARTICLE VIII  
VACATIONS**

**A. Eligibility for Paid Vacations**

1. Full-year employees shall be eligible for annual paid vacation days as follows:

- a) 10 days' vacation at initial employment
- b) 15 days' vacation after five (5) years of continuous employment
- c) 20 days' vacation after fifteen (15) years of continuous employment

Employees hired prior to 7/1/2014 shall be eligible for the following vacation days:

- d) 25 days vacation after twenty (20) years of continuous employment

2. School-year employees shall be eligible for 5 days' vacation. Unused vacation time will be paid annually to school-year employees on the last pay date in June.

For Transportation Specialists who work 31- 40 hours/week, vacation time shall be based on 40 hours per week; for those who work 21 – 30 hours/week, vacation time shall be based on 30 hours per week; for those who work 20 hours or less, vacation time shall be estimated based on the actual schedule worked.

Beginning on July 1, 2022, full-year and school-year employees shall receive an additional three (3) days of annual vacation after five (5) years of continuous employment.

Vacation shall be pro-rated for part-time employees. Probationary employees may access their vacation leave after 120 calendar days of employment.

The vacation benefit shall be provided up-front on July 1st for full-year employees, and September 1<sup>st</sup> for school-year employees. Vacation time shall be pro-rated to the next annual date for employees hired after those dates. Proration of vacation earned for an incomplete year of employment, as described in paragraph C.5., shall be computed from these respective dates.

**B. Vacation Pay**

The rate of vacation pay is the employee's regular straight time rate of pay for which the employee is routinely scheduled. Employees shall receive vacation pay on the last day prior to their vacations, providing the vacation pay has been requested one (1) week prior to the pay period preceding the requested vacation time. For laid-off, retired or separated employees, the rate of vacation pay is the

employee's regular, straight rate of pay in effect for the employee's regular job on the last paid work day prior to the effective date of lay-off, retirement or separation.

**C. Choice of Vacation Period**

1. The scheduling of vacations is at the discretion of the employee's immediate supervisor. Employees may be allowed to take vacations during the school year provided that staffing needs can be met. A full-year employee shall request his/her summer vacation period from his/her immediate supervisor before May 1, preceding the summer months that the vacation is to be taken. The supervisor will reply by June 1. The week after school ends and the two weeks before school starts are not available as vacation periods unless approved as an exception by the immediate supervisor. School-year employees may request vacation pay for non-student days during the school year.
2. Supervisors may not arbitrarily refuse requested vacation periods.
3. Full-year employees will work during school vacation on a rotational basis.
4. Carry-over will be allowed as an exception only, with the approval of the Superintendent. (Any carry-over granted by the Superintendent must be used in the current contract year in full.)

A full-year employee may "sell" back one (1) week of unused vacation at the end of a contract year.

5. Any employee laid off, retired, or separated from service of M.S.A.D. No. 75 for any reason shall be paid for vacation days on an accrual basis for vacation earned for the current year. The Board shall recover any unearned vacation pay already paid to the employee.

**ARTICLE IX  
SICK LEAVE**

- A. Eligibility - Under this agreement, the sick leave benefit for new employees accrues upon completion of a period of ninety (90) calendar days employment within the school year for school-year employees, and one hundred twenty (120) calendar days employment for full-year employees.
- B. For the purpose of this Section, sick leave with pay means any non-service-connected sickness or disability, which renders an employee unable to perform the duties of his/her employment. Additionally, sick leave may be used for a doctor's appointment, which cannot be scheduled outside the workday but only for the hours required for the appointment or in-half day increments for Paraprofessionals who work with students and would need a substitute to cover their absence. However, an employee may use his/her sick leave, up to one (1) work week hours of work, to care for a sick child, (under eighteen (18) years of age or legal dependent), spouse, or parent. Exceptions will be considered by the Superintendent. The Board may request a doctor's certificate. The Board recognizes its obligation to comply with the Family Medical Leave Act. All employees who anticipate or are out of work for more than five (5) scheduled workdays must notify their Supervisor and Human Resources. The Board will request a doctor's certificate be completed. As with any absence a "Request for Leave" form will be required. Generic reasoning shall be provided. (I.E. Sick Leave/Medical Appointment; Sick Leave/Illness).
- C. Sick pay shall be based on an employee's workday for which they are routinely scheduled, and their regular rate of pay in that position.
- D. Any employee who is injured while working at a job not connected with his/her school employment is not eligible for sick leave benefits under this Article. Deductions for each day absent for such leave are at the employee's per diem rate.

- E. With the exception of temporary employees, sick leave with pay shall apply to all employees recognized under Article 1, Section A, as follows:
- School-year employees will receive ten (10) days (in one hour increments, based on the number of hours/day worked) of paid sick leave per year with a maximum accumulation of one hundred twenty (120) days.
  - Full-year employees will receive twelve (12) days (in hour increments, based on the number of hours/day worked) of paid sick leave per year with a maximum accumulation of one hundred twenty (120) days.

Employees who had more than one hundred twenty (120 days) accumulated as of 7/1/2006 shall not accumulate any additional days until the number of days are reduced to below the maximum accumulation, as a result of utilization of said days. Such employees will receive their yearly allotment of sick days, but will not be eligible to carry over any unused days until their balance is reduced below the one hundred twenty (120) day cap.

- F. The Supervisor reserves the right to require the employee to produce a doctor's certificate confirming the use of sick leave. If a certificate is requested, this will be at the Employee's expense.
- G. All employees who are permanently separated from employment as a result of voluntary retirement or separation shall receive full payment for one-half (0.5) of their accumulated sick leave, provided there has been ten (10) years continuous employment in the District. Employees who separate from employment as a result of voluntary retirement or separation with twenty (20) years or more continuous employment, will receive full payment (100%) of their accumulated sick leave. In the event of death this benefit will be paid to the estate of the employee without regard to the ten (10) years continuous employment provision.
- H. For all Workers' Compensation claims, there is an initial waiting period where claims are reviewed by the insurance carrier and determined to be valid (approved) or not. An employee may use accrued sick time for this initial waiting period. If a claim is approved, an employee's salary continuation will be paid directly by Workers' Compensation. As is current District policy, while on paid leave, such as sick leave, the District will continue to make payroll deductions to collect the employee's share of their health and dental benefits if applicable. While on unpaid leave, such as Workers' Compensation and FMLA, an employee will be responsible to pay their portion of the premiums for elected health and dental benefits during the period of leave, either in person or by mail. The payment must be received in the Business Office by the first day of each month. If the payment is more than thirty (30) days late, the employee's health care coverage may be dropped for the duration of the leave. The District will provide notification prior to the employee's loss of coverage. If a Workers' Compensation claim is denied, an employee may use accrued sick time to continue pay and benefits for the period they are out or until they have exhausted all sick time accrued. In a rare situation, a claim may first be denied by Workers' Compensation then overturned several months later in mediation. In claims such as these, an employee may receive the difference between the amount of the paid sick leave used and the (retroactive) Workers' Compensation salary continuation benefit. The difference shall be charged on a prorated basis to the employee's accumulated sick leave. After twelve (12) consecutive months of absence due to an injury, which occurred during the employee's work, the Superintendent may discharge the employee. The employee shall be paid any severance benefits available at the time of discharge. Should the employee subsequently recover sufficiently to perform the required job responsibilities as determined by a physician to be paid by the Board, and provided a vacancy exists which the employee is qualified to fill as determined by the Superintendent, the employee shall have first refusal to the vacant position.
- H. 1. A sick leave bank is provided by the Board and Association to assist employees who have exhausted their individual sick leave and who are suffering from an extended or catastrophic illness of their own.

Sick bank use will begin only after the employee's own leave has been exhausted and the employee has incurred ten (10) unpaid work days for the illness.

No employee will draw more than 280 hours for a catastrophic illness in any fiscal year. No employee will draw more than 120 hours for an extended illness in any fiscal year. No employee will use sick bank to supplement his/her pay while working partial hours.

Both of the above limits will be prorated for less than full-time employees based on the ratio of employee's work week to a 40 hour week, rounded to the next higher whole.

Normal pregnancy and normal birth-related absences do not qualify for sick bank use.

An employee must submit a written request and physician certificate. If requested, the employee must meet with the Sick Bank Committee for approval prior to Sick Bank Leave days being drawn from the sick bank. The Sick Bank Committee will be comprised of two (2) Association members and one (1) Board designee. The Association reserves the right to request a second physician certificate from a physician of the Association's choice.

An employee receiving days from the sick leave bank and who is also receiving payments from an insurance/disability claim is eligible for sick leave bank days only in such fractional amount as, when added to the insurance/disability insurance, does not exceed the employee's regular salary/wage.

2. Any employee who commences employment during a contract year is not a member of the sick leave bank until the employee has contributed sixteen (16) hours (prorated for less than full-time employees based on the ratio of the employee's work week to a 40-hour week, rounded to the next higher whole hour) to the bank on October 1. In the event an employee has an insufficient number of sick leave days to contribute sixteen (16) hours (prorated for less than full-time employees based on the ratio of the employee's work week to a 40-hour week, rounded to the next higher whole hour) to the sick leave bank as of October 1, the employee is not a member of the bank until such time as the sixteen (16) hours (prorated for less than full-time employees based on the ratio of the employee's work week to a 40-hour week, rounded to the next higher whole hour) are contributed to the sick leave bank as of the next October 1 and except that an employee drawing sick leave days from the sick leave bank as of October 1 is eligible to continue to draw days from the bank until the maximum number of sick leave days that may be withdrawn by an employee is reached.

By November 1 of each year a list of current sick bank members will be sent to the Association President and posted on the District's website. Those eligible employees not currently in the sick bank will be sent a Merrymeeting Employees Sick Bank election form by Human Resources. They may join by submitting the completed form to Human Resources by October 1. In the event an employee does not return the form by October 1, the employee must wait until the start of the next school year to enroll.

Sick leave days may be accumulated in the sick leave bank to a maximum of twice the number of Merrymeeting Employees Association (Support Staff) personnel. When the number of days in the sick leave bank falls to 50%, members of the sick bank shall be reassessed and asked to contribute additional days. If an employee does not contribute additional sick days, when requested, that employee will no longer be enrolled in the Sick Bank.

- I. In addition to perfect monthly attendance recognition, employees who use five (5) or less sick days per year will be able to "sell" back one (1) sick day at the end of the contract year. Employees who use three (3) or less sick days per year will be able to "sell" back two (2) sick days at the end of the contract year.

**ARTICLE X  
LEAVES OF ABSENCE**

**A. Paid Leaves:**

**1. Bereavement Leave:**

In the event of a death in the family of an employee, the employee shall (following the day of the event) be granted one (1) workweek leave of absence with full pay. The family of an employee means the following relatives: spouse, mother, father, sister, brother, child or stepchild, grandmother, grandfather, grandchild, mother-in-law, father-in-law, stepmother and stepfather.

In addition to the foregoing, if the burial takes place in the summer outside the above five days, a day off with pay must be granted on the day of the burial for those relatives listed above. In the event of the death of a person not listed above, the Superintendent may grant bereavement leave under this provision.

**2. Jury Duty:**

Employees shall be granted a leave of absence any time they are required to report for Jury Duty or Jury Service.

Upon presentation of an official statement of jury pay received, the employee shall be paid the difference between any Jury Duty compensation and his/her regular wages for each day of Jury Service, provided lost time falls within the work week of the employee. Employees excused from Jury Duty during normal work hours shall report back to their places of employment promptly.

**3. Education:**

Each employee is entitled to two (2) school days for workshops, conferences, seminars or briefing sessions relating to his/her job classification. (Probationary employees are entitled to paid education leave upon completion of a period of ninety (90) calendar days employment within the school year for school-year employees, and one hundred twenty (120) calendar days employment for full-year employees.) Every attempt will be made to notify employees of conferences, seminars, or briefing sessions relating to their classification. Employees who are authorized in writing and attend such sessions during work hours shall receive full pay. Employees attending an educational session on their own time shall be reimbursed for travel expenses. If travel expenses are less than twenty-five (\$25.00) dollars, the Association will provide the reimbursement. If travel expenses are greater than twenty-five (\$25.00) dollars, the Board and the Association will split the reimbursement equally. Employees working less than twenty (20) hours per week will not be eligible for paid education leave.

The District will provide job orientation within 30 (thirty) calendar days of date of hire. This will consist of training required to perform the job when necessary and training in all applicable policies, procedures and equipment. The District will provide staff with a half (1/2) day of professional development per school year.

**4. Personal (Only In the 2021-2022 School Year):**

In the 2021-2022 school year only, an employee with five (5) years of continuous employment will be allowed to use up to six-tenths (0.6) work week of personal leave per year without loss of pay and without justification for religious, legal, business, household and family matters that cannot be conducted at times other than normal working hours (Probationary employees are entitled to paid leave upon completion of a period of ninety (90) calendar days employment within the school year for school-year employees, and one hundred twenty (120) calendar days employment for full-year employees.) Probationary employees will receive a prorated portion of the annual allowance of personal leave based upon date of hire once eligibility is satisfied.

Personal business cannot include matters for which the employee receives remuneration. Allowance for said leave shall be at the discretion of the immediate supervisor or the Superintendent, and the Superintendent's decision shall be final. No request shall be unreasonably denied. Requests for personal days may be denied, pending staffing levels on a requested day. Exceptions will be considered by the Superintendent, with input

from the Supervisor. It is the policy of the District that personal leave shall not be taken for vacation purposes, or on days preceding or following school vacations and holidays. However, the District understands that there are occasions of emergency and of family matters of significant importance for which the Superintendent may grant exceptions to the above, always balancing the needs of the District with those of the employee. Additional leave may be granted at the discretion of the Superintendent. The personal leave shall be in addition to sick leave. Requests for leave shall be submitted to the Superintendent five (5) working days in advance, on the agreed-upon request form. In an emergency situation, the employee shall immediately contact the Superintendent of Schools. Any abuse of this leave policy will result in forfeiture of pay at the employee's pay rate for each abuse. Personal leave will be expressed in work hours and shall be based on the definition of "work week." Personal leave will be taken in increments of not less than one hour. Personal leave not used by the end of each year shall be added to the accumulation of sick leave, subject to the same limitations as provided under Article IX, Paragraph C.

**B. Unpaid Leaves:**

**1. Limited leaves of absence:**

The Board will follow the Federal Family Leave Act and State Family Medical Leave guidelines wherever applicable. The Superintendent may grant leaves of absences for a limited period, not to exceed six (6) months.

The Superintendent may extend these leaves for any reasonable period.

The Superintendent may not grant a leave of absence to any employee in order to accept employment outside M.S.A.D. No. 75 except under extenuating circumstances. An individual granted a leave of absence has the right to return to his/her original position if available or to a substantially equivalent position. During the leave period, the employee may continue his/her insurance benefits, provided the employee pays the total premium cost of the insurance benefit selected.

**2. Medical:**

Unpaid medical leave shall be granted to the employee upon proof provided by his/her physician that the employee is unable to perform his/her job. This leave shall not exceed a six (6) month period and shall run concurrently with Federal Family Leave Act and State Family Medical Leave guidelines (if the employee qualifies for such leave). An extension of an additional six (6) months may be approved by the Superintendent upon request by the employee.

**3. Education:**

Employees, with the approval of the Superintendent, whose decision is final, may be granted leaves of absence without pay for educational purposes—not to exceed six (6) months in any one (1) calendar year to attend classes, conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. If an employee is denied approval, the Superintendent shall notify the employee in writing of the reasons for denial. An employee shall not be unreasonably denied approval.

**4. Military Service:**

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence, not to exceed seventeen (17) calendar days annually, without pay during the period of such activity.

Any employee who is drafted into active service in the armed forces of the United States while in the service of the employer shall be granted a leave of absence without pay for the period of military service.

**5. Parental Leave:**

When a parental leave of absence is requested the District will follow the Federal Family Leave Act and State Family Medical Leave guidelines. An unpaid leave will be granted for up to twelve (12)

weeks for birth, placement of a child for adoption or foster care within one year of the birth or placement. Spouses both employed by the District are jointly entitled to a combined total of twelve (12) unpaid work weeks. All requests for leaves of absence must be submitted in writing as soon as possible.

6. **Summer Intermittent Employment:** Leave time is not routinely available to school-year employees working in intermittent summer positions. In the event of extraordinary circumstances; an Employee with available leave time may submit a time-off request for a day to the Superintendent for consideration. The Superintendent's decision will be final in this regard.

## **ARTICLE XI SENIORITY**

- A. Longevity means an employee's length of continuous service since his/her last date of hire in a Support Staff position. Seniority means an employee's length of continuous service in a particular job classification or seniority category. The Board and the Association agree not to investigate classification charges prior to 1993, with the exception of the change in seniority for dual classifications.
- B. All new school-year employees shall serve a probationary period of one hundred and twenty (120) paid days and all new full-year employees a probationary period of one hundred eighty (180) paid days. Neither group of probationary employees has any benefits under this Agreement except the health and dental insurance plan chosen by the Board in effect and holidays during this period. Employees who have served their probation and then change classification will not have to serve a second probationary period. Other benefits, including but not limited to sick leave and personal leave, are not earned until completion of ninety (90) calendar days within the school year and one hundred twenty (120) calendar days for full-year employees. Upon completing this initial phase of the probationary period, employees will receive a prorated portion of the annual allowance of sick leave and personal leave based upon the date of hire.
- C. All school-year employees who have worked one hundred twenty (120) paid days and all full-year employees who have worked one hundred eighty (180) paid days are no longer probationary employees. The probationary period shall be considered for seniority time. During the probationary period, the District shall have the right to terminate, without compliance with the terms of this contract, the employment of any probationary employee.
- D. The Board shall annually, by November 1, furnish to the Association a copy of the seniority list. That list will be considered correct for the year if not challenged by the Association within thirty (30) days after receipt.
- E. An employee's continuous service is broken only by voluntary resignation, retirement or discharge.
- F. Any employee granted an unpaid leave of absence for a period of six (6) months or any employee laid off for six (6) months or more does not accrue time for seniority or longevity for these periods. Employees on unpaid leave of absence, not including sickness, do not accrue time for seniority after sixty (60) days.
- G. The Board shall use seniority on a local basis first within job classification and then within seniority category for promotion at any particular location as a prime consideration. When more than one person applies for a position within the District, seniority will apply to those applicants on a District-wide basis. Employees mandated to maintain and/or acquire a CDL license to work in a secondary classification, shall accrue seniority in both their primary and secondary classifications. (Accrual of seniority in the secondary classification will be retroactive back to the date the employee was required and obtained the CDL license). Current affected classifications include groundskeeper and mechanic.

#### H. Lay-off/Reduction in Hours

1. In the case of lay-off, seniority first within the job classification and hour categories, and then within seniority categories providing relative skills and qualifications are equal, is the deciding factor with the less senior employee to be laid off first. Longevity will be used as tie breaker if the seniority dates are the same and the two employees are in the same classification, hour category and seniority category.
2. The laid-off employee or employee whose hours are reduced in a manner that could result in a change in their health benefits may in turn displace (bump) another employee under the provisions of Section 1. A reduced employee may only bump within a designated classification then seniority category under the provisions of Section 4 and within the following hours of work per week: less than 20 hours, 20 hours, 21-30 hours, or 31-40 hours. Such displacements or reductions shall continue until all bumping rights have been completed. Any employee who elects to exercise his/her bumping rights shall provide a written notification to the Superintendent (or his/her designee) as soon as possible but not later than ten (10) days from the date of receiving his/her lay-off/reduction notice.

If a Bus Aide position is eliminated during the school year, there will be no bumping rights. Instead, the employee will remain on a recall list and will have first refusal of new Bus Aide opportunities that fall outside of their regularly scheduled workday.

3. The Board shall give employees at least sixty (60) days written notice by certified mail prior to the effective date of any lay-off, whenever possible, and send a copy to the Association
4. Reductions in hours may not be made in an arbitrary manner, but shall be based on seniority, and qualifications within the separate job classifications then seniority category.
5. If the Board is contemplating the elimination of any bargaining unit positions, or reducing the work hours for employees within a specific job classification, it (or its designee) will notify the President of the Association in writing. Except in an emergency, the Board (or its designee) shall meet and consult with the Association upon written request prior to such a decision.
6. At the time the Board determines that it may want to sub-contract any of the services performed by the bargaining unit, it shall notify the Association in writing, of its intent, indicating the proposed service or services to be contracted. The Association shall meet within ten (10) calendar days to negotiate over the proposed subcontract. The parties shall have thirty (30) calendar days, thereafter, to resolve the matter.
7. At the time the Association receives the ten (10) day notice referenced in the above paragraph, the parties shall jointly contact the American Arbitration Association by phone to obtain a list of not fewer than seven (7) arbitrators, who will be available, within thirty (30) calendar days, to hold an interest arbitration hearing, and render a final and binding decision within thirty (30) calendar days, thereafter. When the parties each receive their list, they shall use the rules of the AAA to select the arbitrator, except that either party may strike not more than two (2) names from the list, and the remaining five (5) or more shall be ranked according to preference. (The intent of this provision is to have an arbitrator appointed, have a hearing if necessary, and receive an award, not later than sixty (60) calendar days after the Association receives the ten (10) day notice of intent from the Board.)
8. An employee involved in a Reduction-In-Force shall be considered on temporary lay-off, when terminated. Laid off employees remain on the lay-off (recall) list for two (2) years. At the end of two (2) years, each employee who has not been recalled shall be removed from the recall list.
9. Whenever a job opening occurs within a job classification and hour category, the position must be first offered to the most senior employee who is qualified as determined by the factors set forth in Section 1 of this Article to perform the job. In the event this employee declines the offer, the next most senior qualified employee shall be offered the job until the recall list has been exhausted.



10. A new employee may not be hired until all qualified employees on lay-off status have been notified and have first opportunity during the lay-off period of the recall to work.
11. It is the employee's responsibility to notify the Superintendent's Office of his/her current address.

## **ARTICLE XII DISCIPLINE AND DISCHARGE**

- A. The Board has adopted disciplinary rules and work rules which are posted during this Agreement in each building. Any change in these work rules may be adopted only after meeting and consulting with the Association. New employees shall be provided with a copy of the work rules at the time of hire. The Board will post work rules annually.
- B. Disciplinary action may be imposed upon an employee only for failing to fulfill any of his/her responsibilities as an employee or other violations of State and Federal laws in the course of employment, during scheduled working hours.
- C. Any employee suspended, disciplined, or discharged shall be shown just cause why such suspension, discipline, or discharge is appropriate.
- D. Any discipline of an employee shall not be done in front of other employees or the public.
- E. An employee shall be notified in writing that he/she is suspended or discharged. The Association shall have the right to appeal the suspension or discharge through the grievance procedure beginning at Step 3 within seven (7) working days of such written notice.
- F. Any employee found to have been unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment.
- G. A written reprimand must not remain in effect for a period of more than twenty-four (24) months from the date of the occurrence upon which a complaint and reprimand are based, provided that the employee has received no other written reprimands during such period.

## **ARTICLE XIII GRIEVANCE AND ARBITRATION PROCEDURE**

- A. **Grievance procedure**
  1. Should the Association, or one of the members, feel aggrieved concerning the meaning or application of any provision of this Agreement, they may seek adjustment of the grievance as follows:

### **INFORMAL PROCEDURE**

Step 1: The Association's Building Representative or the Association Grievance Committee, with or without the employee, shall take up the grievance with the employee's immediate supervisor within ten (10) working days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the Representative or the Grievance Committee within ten (10) working days.

### **FORMAL PROCEDURE**

3. Step 2: If the grievance has not been settled, it must be presented in writing by the Association Grievance Committee to the Superintendent within ten (10) working days after the supervisor's response is received/due, whichever is earlier. The Superintendent shall respond to the

Association Grievance Committee in writing within ten (10) working days. The Superintendent may schedule a meeting prior to issuing his response.

4. Step 3: If the grievance still remains unsettled, it must be presented by the Association Grievance Committee to the Board in writing within seven (7) working days after the response of the Superintendent is received/due, whichever is earlier. The Board shall respond in writing to the Association Grievance Committee (with a copy of the response to the local Association president) within five (5) working days after the hearing with the Board, which must be scheduled at the next regular Board meeting after notice is received.
5. Step 4: If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the Board is received/due, whichever is earlier, by written notice to the other, request arbitration.
6. The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the Association within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, the parties shall request the State Board of Arbitration and Conciliation to serve as arbitrators on the grievance.
7. The arbitrator has no power to add to, subtract from or modify the provisions of this contract. The arbitrator has no power to make any decision, which is contrary to Law, interferes with the statutory duties of the Board or violates the term of this contract. The arbitrator's decision, requested within thirty (30) days of the hearing, is binding, subject to judicial review.
8. The Board and the Association shall bear the expenses for the arbitrator's services and the proceedings equally. However, each party shall be responsible for compensating its own representatives and witnesses.
9. If either party desires a verbatim record of proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

**B. Grievance Committee**

The Association Grievance Committee is composed of the Association's Grievance Chairperson and the Association President.

**C. Processing Grievances during Working Hours**

Association Representatives may investigate and process grievances during working hours without loss of pay, but only with permission of the supervisor. Such investigations and grievance processes during working hours may not be arbitrarily withheld

## **ARTICLE XIV GENERAL PROVISIONS**

**A. Pledge against Discrimination and Coercion**

1. The provisions of this Agreement apply equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin or political affiliations. The Association shall share equally with the employer the responsibility for applying this provision of this Agreement.
2. The employer agrees not to interfere with the rights of employees to become members of the Association; and there shall be no discrimination, interference, restraint or coercion by the employer or any employer representative against any employee because of Association membership or because of any employee's activity in an official capacity on behalf of the Association or for any other cause.

3. The Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

**B. Association Bulletin Boards**

The Association shall limit its posting of notices and bulletins to designated bulletin boards provided by the Board.

**C. Association Activities on Employer's Time and Premises**

The employer agrees, during working hours, on the employer's premises, without loss of pay, local Association Representatives with the approval of their immediate supervisor are allowed to:

- (a) Post Association notices
- (b) Attend negotiating sessions
- (c) Transmit communications, authorized by the local Association or its officers, to the employer or his/her representatives
- (d) Consult with the employer, his/her representatives or local Association officers
- (e) Attend monthly Grievance Committee meetings

**D. Visits by Association Representatives**

The employer agrees that representatives of the Maine Education Association/National Education Association have access to the premises of the employer at any time during working hours to conduct local Association business, upon authorization of the Superintendent.

**E. Posting Job Openings**

Whenever a job opening occurs in a job classification covered by this contract, a notice of said opening must be posted on the bulletin boards provided by the Board at each work site for five (5) working days prior to any advertising of the opening. Postings will also be made electronically. Any vacancy must be filled, first by seniority, within the classification, providing ability and qualifications are equal; and secondly, by seniority category then seniority within the District, providing relative skills and qualifications are equal. The Board is permitted to hire temporary help without posting in emergency situations. Postings will be emailed to all employees, and each building Administrative Assistant will print and post on designated boards within their buildings.

**F. Involuntary Transfer Notice**

Except in the cases of emergency, the employee has the right to a written notice two (2) weeks in advance of an involuntary transfer within classification.

**G. Stipends**

Paraprofessional Certification Coordinator shall receive a stipend based on his/her current pay rate, times the number of hours required for this stipend position plus mileage.

**H. Resignations**

Employees wishing to voluntarily separate from the District are requested to submit a two (2) week notice in writing to their immediate supervisor and/or building administrator.

**ARTICLE XV  
STRIKES AND LOCKOUTS**

The Board may not institute a lockout of employees during the term of this Agreement. The Association may not cause or sanction strikes, slow-downs or work stoppages of any kind during the term of this Agreement.

**ARTICLE XVI  
ADDITIONAL STAFFING**

- A. If additional staffing is needed during the summer months or vacation period, qualified school-year employees of the Bargaining Unit shall be granted first choice of the jobs, first by seniority within the classification, and secondly by longevity within the District, providing relevant skills and qualifications are comparable, unless various federal job programs make available to the Board other employees at little or no cost to the District. Employees shall be sent a letter of intent to hire, listing where and what weeks they are working, by the second week in May. All summer positions are contingent upon the passing of the District Budget referendum.
- B. If additional staffing is needed during the regular school year or vacation periods, excluding summer months, qualified school-year employees, not working forty (40) hours per week, of the bargaining unit, shall be granted first choice of jobs with seniority being the governing factor. The employee shall be paid at the rate of the appropriate job classification for the period of time that he/she worked in each job classification.

**ARTICLE XVII  
JOB DESCRIPTIONS AND RECLASSIFICATIONS**

- A. Each employee shall be provided with a current written job description, which describes his/her job responsibilities. The Association will participate in a “consult and advise” role with the Board when job descriptions are created or revised. The Association shall be provided with a copy of all current job descriptions of employees in the bargaining unit.
  - 1. When an employee works in a higher job classification than his/her current classification on an ongoing basis, he/she shall be reclassified and paid at the rate of the higher classification effective as of the first day of work at the higher classification.
  - 2. When an employee works in a higher job classification than his/her current classification on a temporary basis for more than five (5) consecutive days, he/she shall be paid at the rate of the higher classification from the first day of such consecutive work.
- B. Where an employee is assigned work by two (2) or more persons, it shall be the responsibility of the employee’s immediate supervisor to resolve conflicts in work assignments which arise. Head Custodians I/II, as well as Head Food Service Staff/Food Service Staff, may receive direction from the building administrator on a day-to-day basis.

**ARTICLE XVIII  
TRANSPORTATION**

**A. Distribution of Bus Trips**

- 1. Whenever possible, on a voluntary basis, school- related trips requiring a paid driver must first be awarded to District Transportation Specialists who are permanently assigned to the Transportation Department, if their schedule allows. All trips shall be posted on the garage bulletin board and must list the name of the employee assigned.

A rotation list, based on employee seniority and consisting of all Transportation Specialists permanently assigned, not on probation, to the Transportation Department, shall be posted on the garage bulletin board. A 48 (forty-eight) hour notice shall be given to the Transportation Specialist for rotation trips. If a 48 (forty-eight) hour notice is not possible and upon offer, the Transportation Specialist declines the trip, the Transportation Specialist will not lose his/her spot on the rotation list.

School related trips fall within the following categories:

**1. Day Trip, 9:15 a.m. - 1:30 p.m.**

- a. Day trip is defined as a trip that departs and returns within the defined time and does not interfere with a driver's regularly-scheduled route.
- b. Day trips will normally be assigned to a driver who is assigned to the elementary school requesting the trip. Drivers shall be assigned on a rotating basis based upon seniority.

**2. Local Shop Trip, 6:30 a.m. – 4:00 p.m.**

- a. Local Shop Trip is defined as any one-way trip that is local in nature (within 10 miles) and has a departure or return time that coincides with a majority of regularly-scheduled driver routes.
- b. Local Shop Trips shall be assigned to any available driver or mechanic.

**3. Afternoon Trip, 4:00 p.m. – 5:00 p.m.**

- a. Afternoon Trip is defined as any trip originating after 4:00 p.m., when some drivers may be available.
- b. Afternoon trips will be assigned based on lowest regular hours of available drivers.

**Note: The above #2 (Local) and #3 (Afternoon) Trip types are not subject to rotation.**

**4. Rotation Trips, after 5:00 pm weekdays, and during any non-student day (Weekends, holidays, staff development days, etc.)**

- a. Trips are to be awarded based on the rotation list.  
Once a trip has been completed, the driver's name will be placed at the bottom of the rotation list.
- b. If a driver is assigned to a trip, and that trip is canceled or postponed, they will be given the next available trip that has not already been assigned in writing to another driver.
- c. Multiple trips occurring on the same day that are canceled or postponed will be reassigned based upon the order in which they were canceled or postponed.

- B. Meal Allowance - The Board shall pay a special meal allowance to Transportation Specialists (receipt required) on trips requiring four (4) hours or more away from the transportation garage according to the following schedule:

Breakfast - up to \$10.00  
Lunch - up to \$10.00  
Dinner - up to \$15.00

If a driver takes a 4-hour trip, he/she is entitled to one meal; 8-hour trip, 2 meals; a 12-hour trip, 3 meals.

- C. Bus Safety Check:

- 1. Transportation Specialists and Van Drivers will perform interior cleaning, equipment checks and fluid adjustments in accordance with State regulations and District requirements.

2. The District shall provide daily checklists of functions to be performed by Transportation Specialists and Van Drivers; said checklists to be turned in weekly to the Director of Transportation.
3. The driver may claim fifteen (15) minutes on his/her time sheet at the beginning of each day to complete the pre-check for equipment and fluid adjustments (excluding fueling).
4. A driver may claim up to one (1) hour per week to clean the exterior of his/her bus using equipment available at the transportation garage.
5. A driver must sweep his/her bus daily during the paid time already available between runs. A driver may fuel his/her bus on paid time, during time already available between runs or with additional time if necessary.

**ARTICLE XIX  
HEALTH AND SAFETY PROVISIONS**

- A. The District shall comply with applicable provisions of federal, OSHA, State and local laws with respect to employment, safety, health, insofar as they pertain to the working conditions of employees. The District will provide an opportunity for training in CPR and emergency First Aid for employees whose Job Description requires such training.

Proposed positions eligible for training are: Transportation Specialists, Working Head Custodians, day Custodians and/or Administrative Assistants or designated person identified by building Principal.

- B. The Association shall name at least two (2) representatives to serve on a District-wide Safety Committee with at least one (1) representative attending each monthly meeting. The committee will meet monthly and shall make recommendations to the Board regarding workplace safety matters.
- C. No employee shall be required to work under conditions which unreasonably expose him/her to imminent chances of injury, death, or damage to his/her health. An employee who has declined to work under such circumstances shall notify his/her supervisor as soon as possible.
- D. The District shall require appropriate safety equipment (personal protective equipment) based on job safety analysis, MSAD No .75 written Safety Programs Manual, and OSHA regulations. All required training on the use of PPE and other OSHA regulated training shall be provided by the District. The District shall notify employees of all mandatory training at least thirty (30) days in advance if scheduled outside the employee's regularly scheduled workday.
- E. In the event an employee is, in the course of his/her professional duties, injured by a student engaging in violent behavior while on school grounds, and a physician determines that the employee is unable to work as a result of the injury sustained, the employee may request time off to recuperate. The employee's time away from work due to an injury caused by this violent student behavior, will not count against the employee's accrued sick leave. The employee should immediately file a worker's compensation claim form. If counseling is desired, the employee must first make use of the District's Employee Assistance Plan. If counseling is still necessary after the three (3) EAP visits, the District agrees to pay fifty percent (50%) of uninsured counseling expenses up to a maximum of two hundred dollars (\$200) per employee per twelve (12) month period for all counseling attributable to the incident(s) described in the subparagraph.
- F. For any loss or damage to an employee's personal property used in connection with their professional duties in excess of fifty dollars (\$50) the District will pay the lesser of:
  1. The difference between the amount of such loss or damage and fifty dollars (\$50), but not exceeding two hundred (\$200).

2. Or the difference between the amount of the employee's insurance deductible and fifty (\$50), but not exceeding two hundred (\$200).

G. No amount shall be payable unless:

1. The employee provides a statement describing the item,
2. The loss or damage was incurred during the course of the employee's professional duties,
3. The employee is unable to be compensated for the loss or damage under a policy of insurance or from the individual or parents of the individual who caused the damage,
4. There was prior notification to the supervisor that the item was in the employee's possession,
5. The employee took reasonable care to protect the item,
6. The District was notified within one (1) week of the loss or damage, and
7. The loss was not attributable to the carelessness of the employee.

#### **ARTICLE XX EVALUATION**

1. Monitoring and observation of employee performance for evaluation purposes is of both a formal and informal nature. Informal observations and monitoring occur regularly during the course of an employee's work year. Both praise for work well done and concerns about work performance may be expressed at any time during the year. Formal evaluation of performance will occur annually.
2. Copies of formal written evaluations of performance by the employee's supervisor will be given to the employee and placed in the employee's personnel file.
3. The employee has the right to attach a formal written response to his/her evaluation to submit to the supervisor and to be placed in the employee's personnel file.
4. Complaints about an employee, whether written or oral, will be brought to the employee's attention within a reasonable period of time and investigated. A complaint that comes to the supervisor anonymously will not be considered legitimate. The employee has the right to be represented by the Association at meetings with the employee's supervisor regarding such complaints. If the complaint is found to be without substance, all record of the complaint will be removed from the employee's personnel file.

If such a complaint is pursued by the complainant beyond the District, the employee is entitled to a letter stating that the District investigated and found no merit to the allegations.

#### **ARTICLE XXI TERMINATION**

1. This Agreement is effective July 1, 2021 and shall remain in full force and effect through June 30, 2024. Wage increases for each period shall be effective in accordance with Appendix A.
2. Should negotiations for a successor Agreement continue beyond the expiration date stated above, this contract shall remain in full force and effect during these negotiations.

3. This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiations. It is agreed that all negotiable items have been discussed during the negotiations leading to this Agreement and that no additional negotiations on this Agreement shall be conducted on any item whether contained herein or not, except as otherwise specifically provided herein. All matters not dealt with herein shall be treated as having been brought up and disposed, of and the Board is under no obligation to discuss with the Association any modifications or additions to this Agreement which are to be effective during the term thereof.
4. In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by a Court of competent jurisdiction, such decision applies only to the specific Article, Section or portion thereof specifically specified in the Court's decision. The Board and the Association agree to negotiate a substitute Article or Section for any Section held to be invalid.
5. This Agreement may be amended by mutual agreement but shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. It is expressly understood and agreed that this Agreement expires on the date indicated above.



**IN WITNESSES WHEREOF**, the parties hereto have caused this Agreement to be signed by their designated representatives on the day and the year written below.

**MERRYMEETING EMPLOYEES ASSOCIATION:**

By: M. A. Watt Date: 9/21/21  
(President)

By: Marcella Givens Date: 9/27/2021  
(Chief Negotiator)

**M.S.A.D. No. 75 BOARD OF DIRECTORS:**

By: Linda W. Hall Date: 9/28/2021  
(Chief Negotiator)

By: Julius B. Pump Date: Sept 30, 2021  
(Chair)

**MERRYMEETING EMPLOYEES ASSOCIATION**  
**APPENDIX A - SALARY SCHEDULE**  
**July 1, 2021 - June 30, 2022**

Position	Seniority	Base	Step A	Step B	Step C	Step D	Step E
	Category	Level	5-8 Yrs.	9-12 Yrs.	13-15 Yrs.	16-18 Yrs.	19+ Yrs.
			3%	5%	8%	10%	13%
<b><u>TRANSPORTATION:</u></b>							
Transportation Specialist	Transp. Specialist	20.27	20.86	21.26	21.89	22.28	22.88
Transportation Specialist/Trainer	Transp. Specialist	20.63	21.22	21.63	22.25	22.66	23.26
Van Driver	Van Driver	19.30	19.88	20.27	20.87	21.25	21.82
Mechanic	Mechanic	25.82	26.61	27.11	27.88	28.40	29.20
<b><u>BUILDINGS &amp; GROUNDS:</u></b>							
Head Custodian I	Custodian	19.45	20.04	20.40	21.01	21.38	21.97
Head Custodian II	Custodian	19.82	20.39	20.79	21.38	21.79	22.39
Custodian	Custodian	19.09	19.65	20.04	20.62	20.99	21.57
Groundskeeper	Groundskeeper	20.10	20.70	21.09	21.69	22.11	22.72
<b><u>FOOD SERVICES:</u></b>							
Head Food Service Staff	Food Service Staff	18.15	18.68	19.05	19.59	19.95	20.51
Food Service Staff	Food Service Staff	16.83	17.32	17.67	18.17	18.51	19.02
Courier	Courier	19.18	19.76	20.14	20.70	21.08	21.66
<b><u>EDUCATION/ ADMINISTRATION:</u></b>							
Duty/Bus Aide	Duty/Bus Aide	16.83	17.32	17.67	18.17	18.51	19.02
Head Administrative Assistant I	Admin. Asst.	19.45	20.04	20.40	21.01	21.38	21.97
Head Administrative Assistant II	Admin. Asst.	19.82	20.39	20.79	21.38	21.79	22.39
Administrative Assistant	Admin. Asst.	19.09	19.65	20.04	20.62	20.99	21.57
<b><u>TEACHER AIDES:</u></b>							
Paraprofessional I	Paraprofessional	17.67	18.75	19.11	19.43	19.82	20.34
Paraprofessional II	Paraprofessional	19.30	20.86	21.26	21.89	22.28	22.88
Paraprofessional III	Paraprofessional	19.69	21.24	21.63	22.24	22.65	23.27

**NOTES:**

1. The salary schedule is increasing by: 2021-2022 (3.5%), 2022-2023 (4.0%), and 2023-2024 (4.25%)
2. Differentials: Custodians on regular shifts only, beginning at or after 2:00 PM shall receive an additional \$.25 per hour to the wage rate.
3. Head Custodian I supervises 1 or 2 custodians; Head Custodian II supervises 3 or more custodians.
4. Head Administrative Assistant I supervises 1 or 2 administrative assistants; Head Administrative Assistant II supervises 3 or more administrative assistants.
5. When an employee is no longer supervising the minimum number of required staff in the position they hold the employee will be moved to the appropriate job classification (position) and pay.
6. Step increases will be given to those employees eligible in this contract year.

**MERRYMEETING EMPLOYEES ASSOCIATION**  
**APPENDIX A - SALARY SCHEDULE**  
**July 1, 2022 - June 30, 2023**

Position	Seniority	Base	Step A	Step B	Step C	Step D	Step E
	Category	Level	5-8 Yrs.	9-12 Yrs.	13-15 Yrs.	16-18 Yrs.	19+ Yrs.
			3%	5%	8%	10%	13%
<b><u>TRANSPORTATION:</u></b>							
Transportation Specialist	Transp. Specialist	21.08	21.69	22.11	22.77	23.17	23.80
Transportation Specialist/Trainer	Transp. Specialist	21.45	22.07	22.50	23.14	23.56	24.19
Van Driver	Van Driver	20.07	20.68	21.08	21.70	22.10	22.69
Mechanic	Mechanic	26.86	27.67	28.19	29.00	29.54	30.37
<b><u>BUILDINGS &amp; GROUNDS:</u></b>							
Head Custodian I	Custodian	20.23	20.84	21.22	21.85	22.24	22.85
Head Custodian II	Custodian	20.61	21.21	21.62	22.24	22.66	23.28
Custodian	Custodian	19.85	20.44	20.84	21.44	21.83	22.43
Groundskeeper	Groundskeeper	20.90	21.53	21.94	22.56	22.99	23.63
<b><u>FOOD SERVICES:</u></b>							
Head Food Service Staff	Food Service Staff	18.88	19.43	19.82	20.38	20.75	21.33
Food Service Staff	Food Service Staff	17.50	18.01	18.37	18.90	19.25	19.78
Courier	Courier	19.95	20.55	20.95	21.53	21.93	22.53
<b><u>EDUCATION/ ADMINISTRATION:</u></b>							
Duty/Bus Aide	Duty/Bus Aide	17.50	18.01	18.37	18.90	19.25	19.78
Head Administrative Assistant I	Admin. Asst.	20.23	20.84	21.22	21.85	22.24	22.85
Head Administrative Assistant II	Admin. Asst.	20.61	21.21	21.62	22.24	22.66	23.28
Administrative Assistant	Admin. Asst.	19.85	20.44	20.84	21.44	21.83	22.43
<b><u>TEACHER AIDES:</u></b>							
Paraprofessional I	Paraprofessional	18.37	19.50	19.87	20.20	20.61	21.15
Paraprofessional II	Paraprofessional	20.07	21.69	22.11	22.77	23.17	23.80
Paraprofessional III	Paraprofessional	20.47	22.09	22.50	23.13	23.55	24.20

**NOTES:**

1. The salary schedule is increasing by: 2021-2022 (3.5%), 2022-2023 (4.0%), and 2023-2024 (4.25%)
2. Differentials: Custodians on regular shifts only, beginning at or after 2:00 PM shall receive an additional \$.25 per hour to the wage rate. Paraprofessionals certified as Behavioral Health Paraprofessionals working in BHP-required positions shall receive an additional \$.50 per hour to the wage rate.
3. Head Custodian I supervises 1 or 2 custodians; Head Custodian II supervises 3 or more custodians.
4. Head Administrative Assistant I supervises 1 or 2 administrative assistants; Head Administrative Assistant II supervises 3 or more administrative assistants.
5. When an employee is no longer supervising the minimum number of required staff in the position they hold the employee will be moved to the appropriate job classification (position) and pay.
6. Step increases will be given to those employees eligible in this contract year.

**MERRYMEETING EMPLOYEES ASSOCIATION**

**APPENDIX A - SALARY SCHEDULE**

July 1, 2023 - June 30, 2024

Position	Seniority	Base	Step A	Step B	Step C	Step D	Step E
	Category	Level	5-8 Yrs.	9-12 Yrs.	13-15 Yrs.	16-18 Yrs.	19+ Yrs.
			3%	5%	8%	10%	13%
<b><u>TRANSPORTATION:</u></b>							
Transportation Specialist	Transp. Specialist	21.97	22.61	23.05	23.73	24.16	24.81
Transportation Specialist/Trainer	Transp. Specialist	22.36	23.00	23.45	24.13	24.56	25.21
Van Driver	Van Driver	20.93	21.56	21.97	22.62	23.04	23.65
Mechanic	Mechanic	28.00	28.85	29.39	30.23	30.79	31.66
<b><u>BUILDINGS &amp; GROUNDS:</u></b>							
Head Custodian I	Custodian	21.09	21.72	22.12	22.78	23.18	23.82
Head Custodian II	Custodian	21.49	22.11	22.54	23.18	23.62	24.27
Custodian	Custodian	20.69	21.31	21.72	22.35	22.76	23.39
Groundskeeper	Groundskeeper	21.79	22.44	22.87	23.52	23.97	24.63
<b><u>FOOD SERVICES:</u></b>							
Head Food Service Staff	Food Service Staff	19.68	20.25	20.66	21.24	21.63	22.24
Food Service Staff	Food Service Staff	18.25	18.77	19.16	19.70	20.06	20.63
Courier	Courier	20.79	21.42	21.84	22.44	22.86	23.49
<b><u>EDUCATION/ ADMINISTRATION:</u></b>							
Duty/Bus Aide	Duty/Bus Aide	18.25	18.77	19.16	19.70	20.06	20.63
Head Administrative Assistant I	Admin. Asst.	21.09	21.72	22.12	22.78	23.18	23.82
Head Administrative Assistant II	Admin. Asst.	21.49	22.11	22.54	23.18	23.62	24.27
Administrative Assistant	Admin. Asst.	20.69	21.31	21.72	22.35	22.76	23.39
<b><u>TEACHER AIDES:</u></b>							
Paraprofessional I	Paraprofessional	19.16	20.33	20.71	21.06	21.49	22.05
Paraprofessional II	Paraprofessional	20.93	22.61	23.05	23.73	24.16	24.81
Paraprofessional III	Paraprofessional	21.34	23.03	23.45	24.11	24.55	25.23

**NOTES:**

1. The salary schedule is increasing by: 2021-2022 (3.5%), 2022-2023 (4.0%), and 2023-2024 (4.25%)
2. Differentials: Custodians on regular shifts only, beginning at or after 2:00 PM shall receive an additional \$.25 per hour to the wage rate. Paraprofessionals certified as Behavioral Health Paraprofessionals working in BHP-required positions shall receive an additional \$1.00 per hour to the wage rate.
3. Head Custodian I supervises 1 or 2 custodians; Head Custodian II supervises 3 or more custodians.
4. Head Administrative Assistant I supervises 1 or 2 administrative assistants; Head Administrative Assistant II supervises 3 or more administrative assistants.
5. When an employee is no longer supervising the minimum number of required staff in the position they hold the employee will be moved to the appropriate job classification (position) and pay.
6. Step increases will be given to those employees eligible in this contract year.

**Appendix B**  
**Collective Bargaining (Side Letter)**

Maine School Administrative District No. 75 and the Merrymeeting Employees Association are committed to a problem-solving approach to collective bargaining which involves both parties working collaboratively on issues and concerns. In this approach problems are seen as belonging to both parties, and solutions should benefit all constituencies. In a climate where all opinions are valued, suggestions are examined and discussed, rather than dismissed.

The following procedures have been used for our collective bargaining as an alternative to the traditional collective bargaining.

1. Working separately, each team develops a list of problems or concerns which each needs to be addressed.
2. At a preliminary meeting, each team presents its list of issues along with any clarifying information available. Copies of relevant information are made available to all participants. Positions are not taken, and solutions are not offered at this meeting. However, questions for information or clarification may be asked.
3. At subsequent meetings, the teams work through the list of problems together. Individuals are free to offer ideas, suggestions, and possible solutions. The process may include brainstorming, generating alternative ways of seeing the problem and discussion of the impact of potential solutions on all constituencies. Requests for additional information may be made. Information available to each team is made available to all. Either team may request a caucus at any time.
4. If our collaborative efforts do not end in agreement, both parties recognize that they may continue negotiating under the procedures outlined under Maine State Bargaining Laws.
5. The agreed-upon contract, developed through this collaborative process, is viewed as a living document, subject to change during the life of the agreement. Either party may request that a portion of the contract be reopened in the event that a problem arises that cannot be resolved within the current contract. If the discussions result in a mutually agreeable resolution to the problem, the agreement may be reopened and modified in accordance with Article XX.5.

**Appendix C**  
**Transition from Accrued Vacation Time for Full-Year Employees**

Accrued vacation time for full-year employees will be calculated as of June 30, 2021, and paid out no later than November 30, 2021.

Full-year employees shall receive vacation time as set forth in Article VIII (A). Vacation time utilized from July 1, 2021 shall be deducted from their allocation of vacation time available at July 1, 2021.