THE CONTRACT FOR BUS DRIVERS, CUSTODIANS AND MECHANICS

MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 1

as negotiated by

LOCAL 2177, COUNCIL 93 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO

and

THE BOARD OF DIRECTORS OF
MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 1

JULY 1, 2015 THROUGH JUNE 30, 2018
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>DESCRIPTION</th>
<th>PAGE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Recognition</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>The Bargaining Unit</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>Public Employees</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>Definitions</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>Contract Grievance Procedure</td>
<td>4</td>
</tr>
<tr>
<td>7</td>
<td>Labor Management Committee</td>
<td>7</td>
</tr>
<tr>
<td>8</td>
<td>No Strike or Lock Out</td>
<td>7</td>
</tr>
<tr>
<td>9</td>
<td>General Provisions</td>
<td>7</td>
</tr>
<tr>
<td>10</td>
<td>Checkoff</td>
<td>8</td>
</tr>
<tr>
<td>11</td>
<td>Probationary Period</td>
<td>9</td>
</tr>
<tr>
<td>12</td>
<td>Seniority</td>
<td>9</td>
</tr>
<tr>
<td>13</td>
<td>Vacancies</td>
<td>9</td>
</tr>
<tr>
<td>14</td>
<td>Personnel Reduction</td>
<td>10</td>
</tr>
<tr>
<td>15</td>
<td>Hours of Work</td>
<td>10</td>
</tr>
<tr>
<td>16</td>
<td>Rest Periods</td>
<td>12</td>
</tr>
<tr>
<td>17</td>
<td>Meal Periods</td>
<td>12</td>
</tr>
<tr>
<td>18</td>
<td>Clean-Up Time</td>
<td>12</td>
</tr>
<tr>
<td>19</td>
<td>Call Time</td>
<td>13</td>
</tr>
<tr>
<td>20</td>
<td>Sick Leave</td>
<td>13</td>
</tr>
<tr>
<td>21</td>
<td>Vacation Time</td>
<td>14</td>
</tr>
<tr>
<td>22</td>
<td>Special Scheduling</td>
<td>14</td>
</tr>
<tr>
<td>23</td>
<td>Holidays</td>
<td>14</td>
</tr>
<tr>
<td>24</td>
<td>Other Leaves with Pay</td>
<td>15</td>
</tr>
<tr>
<td>25</td>
<td>Safety</td>
<td>15</td>
</tr>
<tr>
<td>26</td>
<td>Workers Compensation</td>
<td>16</td>
</tr>
<tr>
<td>27</td>
<td>Protection of Property and Equipment</td>
<td>16</td>
</tr>
<tr>
<td>28</td>
<td>Informing Employees</td>
<td>16</td>
</tr>
<tr>
<td>29</td>
<td>Labor Requirements</td>
<td>16</td>
</tr>
<tr>
<td>30</td>
<td>Management Rights</td>
<td>17</td>
</tr>
<tr>
<td>31</td>
<td>Discipline</td>
<td>17</td>
</tr>
<tr>
<td>32</td>
<td>Union Activities on Employers' Time and Employers' Premises</td>
<td>17</td>
</tr>
<tr>
<td>33</td>
<td>Wages</td>
<td>18</td>
</tr>
<tr>
<td>34</td>
<td>Insurance Benefit</td>
<td>19</td>
</tr>
<tr>
<td>35</td>
<td>Duration of Contract</td>
<td>19</td>
</tr>
<tr>
<td>36</td>
<td>Amendment Clause</td>
<td>19</td>
</tr>
<tr>
<td>37</td>
<td>Hold Safe Clause</td>
<td>20</td>
</tr>
</tbody>
</table>
ARTICLE 1 - GENERAL

This contract entered into by the Board of Directors of Maine School Administrative District No. 1, hereinafter referred to as the Employer, and Local 2177 of Council 93, A.F.S.C.M.E., AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the employer and the employees, the establishment of hours and working conditions, and the establishment of equitable and peaceful procedures for the resolution of differences in the interpretation and application of this contract.

ARTICLE 2 - RECOGNITION

The Employer recognizes Council 93, American Federation of State, County and Municipal Employees, Local 2177, AFL-CIO, hereinafter referred to as the Union, as the sole and exclusive bargaining agent for the employees so long as said employees designate said Union as their bargaining agent in accordance with State law.

ARTICLE 3 - THE BARGAINING UNIT

The bargaining unit shall be comprised of all eligible full and regular part-time bus driver-custodians, bus driver mechanics, bus drivers, custodians, head custodians, night custodians, groundskeeper-custodian, courier-food services distributor, maintenance custodian, custodian/maintenance/groundskeeper and any other position that both parties mutually agree fits the definition of a bargaining unit employee.

ARTICLE 4 - PUBLIC EMPLOYEES

The employees are public employees and, as such, they are to be governed by the highest ideals of honor and integrity in all their public relationships in order that they may merit the respect and confidence of the general public. The employees agree that they will individually and collectively perform loyal and efficient work and service and will use their influence and best efforts to promote and advance the interest of the District and the taxpayers of the District.

ARTICLE 5 - DEFINITIONS

A. Gender -
Whenever the masculine is used, it is to include the feminine unless otherwise expressly provided or clearly indicated by the context.

B. Number -
Whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated by the context.
C. Union - Whenever the term "Union" is used, it shall refer to the Presque Isle Unit of Local 2177, Council 93, American Federation of State, County and Municipal Employees, AFL-CIO.

D. 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 employees in the bargaining unit.

E. Stewards - Whenever the term "Stewards" is used, it shall refer to employees selected by the Union to represent them in matters related to this contract.

F. Board - Whenever the term "Board" is used, it shall refer to the Maine School Administrative District No. 1 Board of Directors and any designated representative, by committee, individual member, or authorized agent whether or not a member.

G. Superintendent - Whenever the term "Superintendent" is used, it shall include the Superintendent of Schools of Maine School Administrative District No. 1 or any other person whom the Superintendent specifically designates in writing to act for him in any particular situation or class of situations.

H. Principal - Whenever the term "Principal" is used, it is to include any principal or any other person whom the principal or any other person whom the principal specifically designates to act for him in any particular situation or class of situations.

I. Immediate Supervisor - The Employer will provide the employees and the Union with the name(s) of the employee's immediate supervisor, and the appropriate chain of command.

J. School Year - That portion of the work year which falls between the first day of school in the fall and the last day of school in the spring.

K. School Year Regular Part-Time Employees - Employees hired to work less than forty (40) hours per week during the school year.

L. School Year Regular Full-Time Employees - Employees hired to work at least forty (40) hours per week during the school year.
M. Year Round Regular Part-Time Employees -
Employees hired to work year round less than forty (40) hours per week.

N. Year Round Regular Full-Time Employees -
Employees hired to work year round at least forty (40) hours per week.

O. Split Shift -
Any break in hours of more than two hours in a scheduled shift.

ARTICLE 6 - CONTRACT GRIEVANCE PROCEDURE

A. Purpose

1. For the purpose of this contract the following procedure is to secure, at the lowest possible level, solutions to disagreements or disputes between the employer and any employee or group of employees involving only an alleged specific and direct violation of express language of a specific provision of this contract as it relates to interpretation, meaning, or application except provisions expressly excluded from the grievance procedure contained in this contract.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without intervention of the Union, or any division thereof, provided the adjustment is not inconsistent with the terms of this contract and the Union is given an opportunity to attend any such grievance meeting and/or hearing.

3. Nothing in this article shall diminish the right of any employee covered hereunder to present his own grievance as set forth in 26 M.R.S.A. section 967.

B. Definitions

1. A grievance is a claim based upon an event or condition where there is a disagreement or dispute as to the interpretation, meaning, or application of any provisions of this contract.

2. An aggrieved person is the person or persons making the claim.

3. A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. Days shall mean working days.

5. Employee shall be defined as in Article 5 - Definitions.
C. Time Limits

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

D. Grievance Procedure

1. Step 1

The aggrieved person shall file a grievance in writing with the either the Principal or the Operations Supervisor within ten (10) days of the date on which the grievance occurred. Either the Principal or the Operations Supervisor shall respond to the grievance in writing within ten (10) days of receipt of the grievance.

2. Step 2

The aggrieved person may appeal the grievance in writing to the Superintendent of Schools within five (5) days after the day on which the step 1 decision is due. The Superintendent as appropriate, shall meet with the aggrieved person within five (5) days of receipt of the written appeal. Five (5) days after such meeting, a written decision shall be due the aggrieved person.

3. Step 3

The aggrieved person may appeal the decision of the Superintendent within ten (10) days of the date of receipt of the decision at step 2. All appeals to the Board or a committee thereof, shall be submitted in writing to the Superintendent who shall notify the Chairman of the Board within five (5) days of receipt of the appeal. The Board, or a committee thereof, shall within fifteen (15) days from the date of receipt of the appeal meet with the aggrieved person in executive session for the purpose of reviewing the grievance. The Board, or committee thereof, shall within five (5) days after such meeting render its decision and the reasons therefor in writing to the Union.

4. Step 4

If the Union is not satisfied with the disposition of the grievance by the Board or a committee thereof, the Union may within thirty (30) days from the date of receipt of the decision, request that the grievance be submitted to arbitration by so notifying the Chairman of the Board in writing. Within five (5) days after said written notice has been received by the
parties, they shall attempt mutual agreement on a neutral arbitrator. If the parties fail to agree upon, select and name a neutral arbitrator, within said ten (10) days, the Union may request the American Arbitration Association to utilize its procedure for the selection of a neutral arbitrator. Further, the only dispute which may be taken to arbitration shall be disputes between the parties as to the meaning or application of the specific terms of the collective bargaining agreement. The award of the arbitrator shall be binding upon the parties. All costs associated with the neutral arbitrator shall be shared equally by the parties. The arbitrator shall have no authority to add to, subtract from, or modify the collective bargaining agreement.

E. Miscellaneous

1. At no point prior to an official hearing or meeting of the board, at which time the grievance is being resolved, shall the employee concerned or other employees, discuss with members of said board or any one of them, the subject of the employee's grievance or matters relating to the substance of the grievance.

2. Nothing in these sections denies the right of the employee to secure advice, counsel and representation from any person and/or the appropriate committee of the Union, concerning the alleged grievance, which shall have the responsibility of following the appropriate administrative channels.

3. If in the judgment of a group of employees a grievance affects a group of employees within a single school, or within the school bus garage, a grievance shall be submitted by the group of employees to their immediate administrative authority; the processing of such grievance shall be in the same manner and according to the same time schedule for an individual employee. If said group of employees shall be at more than one school, the submission shall be to the Superintendent. However, all aggrieved individuals must be named.

4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants and they shall not be made available to any other potential employer except with the written permission of the employee.

5. All written grievances shall include the name of the grievant, position with the District, date of grievance occurrence, date of filing grievance, article(s) of the contract violated, brief statement of grievance, remedy sought, and name of Union steward and grievant's signature.

6. Either party may cause to have a transcript made of the arbitration proceeding. Such transcript shall constitute the official record of the hearing. The party requesting such transcript shall pay the cost of having such transcript made which shall include providing a copy to the arbitrator and to the opposite if they so request.
ARTICLE 7 - LABOR MANAGEMENT COMMITTEE

A. The names of employees selected as stewards, and the names of other local Union representatives who may represent employees, shall be certified in writing to the Superintendent of Schools by the local Union, and the individuals so certified shall constitute the Union Labor Management Committee.

B. The Superintendent of Schools and/or his designee shall meet quarterly with the Union Labor Management Committee, provided notification is given by the Union in writing one week prior to such meeting. All Labor Management Committee meetings held with the Superintendent of Schools shall be held at a mutually agreed upon time and place.

C. The purpose of the Labor Management Committee will be to address concerns of either party surrounding health, safety, morale, training, or any other issues which would improve the relationship between the parties. Meetings with the Superintendent of Schools will be to informally adjust grievances and to discuss methods of avoiding future grievances. In addition, the committee may discuss with the Superintendent of Schools other issues which would improve the relationship between the parties.

ARTICLE 8 - NO STRIKE OR LOCK-OUT

A. The employees agree that there shall be no strikes, slowdowns, stoppage of work or any interference with the efficient management of the District.

B. The Employer, in return, agrees that there shall be no lock-out of employees by the Employer unless this action is necessary to maintain schools as prescribed by state law.

C. It is especially agreed by the parties hereto that nothing contained in this section or in any part of this agreement shall be construed or used in a manner to form the basis for an allegation or violation of this contract for the purpose of supporting any legal or court action unless and until the parties so alleging or complaining have notified the other party thereto of the existence of the complaint or contention, and the latter party, after having been allowed a reasonable opportunity to correct the same, shall refuse to do so. Nothing in the above paragraph shall be construed so as to conflict with applicable State or Federal law.

ARTICLE 9 - GENERAL PROVISIONS

A. Pledge Against Discrimination and Coercion. The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The employees shall share equally with the Employer the responsibility for applying this provision of the contract.
B. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other Union cause.

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

D. When an employee is required by the Employer to take a physical examination from a specified doctor, the Employer shall pay the total cost of the fees of such medical examination and tests. If such examination or test must be taken during the work day, the employee shall suffer no loss of pay.

ARTICLE 10 - CHECKOFF

The Union shall have the exclusive right to payroll deductions for employees included within the applicable bargaining unit and subject to the following provisions:

The Employer agrees to deduct the Union’s bi-weekly membership dues and benefit premiums for the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by Council 93, and the aggregate deductions of all employees shall be submitted bi-weekly together with a list of employees to the Union.

The written authorization for payroll deductions of the Union membership dues shall be irrevocable during the term of this Agreement. An employee may revoke the authorization, provided the employee notifies, in writing, to the Employer and Council 93 at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

The authorization for deductions of benefit fund contributions may be stopped at any time, provided the employee submits in writing to the Employer and the Union a thirty (30) day notice of such intent.

If an employee’s bi-weekly wages for any payroll period (after taxes and other authorized deductions) are less than the amount of the insurance premiums the employee has authorized the Employer to deduct, then no deductions for insurance premiums from the employee’s wages for that bi-weekly payroll period will be made and the employee will be responsible for directly paying the employee’s insurance premiums to AFSCME for that bi-weekly payroll period.

AFSCME agrees to defend, indemnify, and hold MSAD #1 (and its agents and employees) harmless from any and all claims (including claims based on negligence of MSAD #1, its agents, or employees), demands, suits, grievances, damages, costs or other liability (including attorney’s fees incurred by MSAD #1 that arise out of or by reason of actions taken or not taken by MSAD #1, its agents or employees.
ARTICLE 11 - PROBATIONARY PERIOD

All new employees shall serve a probationary period of one hundred eighty (180) calendar days and shall have no seniority rights, during this period, but shall be subject to all other provisions of this contract. A bus driver will not be assigned to any trips until after having been licensed to drive a bus for ninety (90) calendar days. All employees who have satisfactorily completed the first ninety (90) calendar days will be placed on the appropriate rotation list(s) and after one hundred eighty (180) calendar days shall be known as regular employees and the probationary period shall be considered part of the seniority time. If the employee does not satisfactorily complete his first probationary period, he will be advised of reason(s), therefore, and may be appointed to an additional one hundred eighty (180) calendar days probationary period. The District shall have the right to terminate, without compliance with the terms of this contract the employment of any such new employee within the probationary period.

ARTICLE 12 - SENIORITY

A. The Employer shall establish a seniority list and it shall be brought up to date on July 1st and January 2nd of each year and immediately made available to each employee, a copy of same to be mailed to the secretary of the Presque Isle Unit of Local 2177. Any objections to the seniority list shall be reported to the Superintendent of Schools within twenty (20) days of receipt or it shall stand approved.

B. It is agreed that seniority shall be determined by length of service. An employee shall not forfeit seniority during absence caused by illness or accident covered by sick leave or Worker's Compensation.

C. Whenever any employee resigns or is discharged and is later rehired, the employee shall be treated as a new employee under the provisions of this contract.

D. The seniority list shall include only bargaining unit employees. Bargaining unit employees shall be placed on the list based on the first day of actual employment.

ARTICLE 13 - VACANCIES

A. Permanent vacancies and promotions. A permanent vacancy is any job opening that is a result of an employee separating from the employment of the District or the creation of a new position in the bargaining unit.

1. When a permanent vacancy within the bargaining unit occurs, it shall be brought to the attention of the bargaining unit within five (5) days of the occurrence by written notice.

2. The notice for all permanent vacancies shall be posted for a period of not less than five (5) days before the job is filled. When the filling of a permanent vacancy by transfer creates subsequent vacancies within the District, the employer will be obligated to post only the first and second posting created by the vacancy.
3. If the permanent vacancy does not constitute a promotional position, the most senior qualified employee will be given first opportunity to fill the vacancy.

4. All temporary vacancies shall be filled by bargaining unit employees except as follows:
   a. No full time employee shall work a double shift.
   b. No part time employee's work schedule shall be changed to accommodate the temporary vacancy work hours.

5. A temporary vacancy shall be a position that has not been permanently vacated by the regular employee.

6. If any posted positions are proposed to be changed the Union and MSAD #1 shall meet and discuss such change. If the parties cannot come to an agreement management shall have the right to implement such change.

B. Promotional Positions

1. A promotional position is one for which an employee would increase his hours of work or hourly rate.

2. If the Employer fills the position, the Employer shall fill the opening by promoting from among the applicants, providing they have the qualifications for the job. Seniority shall be a consideration for promotions, but will not be the only or most important criteria for promotion. The most qualified applicant will be selected for the job. If the qualifications are equal as determined by the Superintendent, the employee with the most seniority will get the promotion.

**ARTICLE 14 - PERSONNEL REDUCTION**

A. In the case that the Employer decides to reduce the number of employees, then the employee with the least seniority in his respective job classification, shall be laid off first. No new employees shall be hired until all laid off employees have been given the opportunity to return to work in the inverse order of seniority.

B. Recall rights may be exercised for a period of two (2) years from the effective date of the layoff. Laid off employees shall be notified by mail of vacant positions.

**ARTICLE 15 - HOURS OF WORK**

A. Seniority lists for the purpose of assigned overtime shall be as follows:

1. All bus trips, except field trips, shall be assigned in accordance with one (1) district-wide seniority list on a rotation basis. Field trips shall be assigned on a rotation basis to part-time employees, if available. A field trip is any trip beginning after 8:00 AM, and ending before 2:35 PM,
the same school day. All bus trips shall be assigned no more than 24 hours in advance. Once a bus trip is assigned, the assigned driver shall take the trip unless the trip is canceled by the district or unless the driver is unable to take the trip. If the trip is canceled by the district, the assigned driver shall fall into rotation after any trips previously assigned to other drivers have been taken. There shall be no bumping of assigned drivers. If the assigned driver is unable to take the trip, the trip shall be assigned to the next unassigned driver on the rotation list.

2. Any scheduled bus trip that is canceled after the driver arrives at the bus garage will generate two (2) hours of pay for the driver. The driver losing the trip due to late cancellation will become the next unassigned driver on the rotation list.

3. Building activities, except field trips, will be assigned by seniority on a rotation basis within the building whenever possible. During the summer months, the seniority list for assigned overtime shall consist only of year-round full time and year-round part time employees. A field trip is as defined in Paragraph No. 1 above.

4. Employees shall not work other than their regular hours of work, or more than their regular hours of work on any day, without the specific authorization of their plant manager and they shall report all time worked on their time card.

5. The District shall provide employees with a ten (10) working day notice for any change of a non-emergency nature of an employee’s hourly work schedule. Such change will not be arbitrary or capricious. A copy of each employee’s schedule shall be given to the Union President.

6. Employees shall be paid one and one-half time (1 1/2) their regular hourly rate of pay for any time worked in excess of forty (40) hours in any one week or for all work performed in excess of eight (8) hours in any one day.

7. Hours paid for but not worked shall not be used in computing overtime.

8. When an event such as basketball games, dances, or building rentals occur that result in a heavier than normal workload additional custodians may be assigned with the approval of the building principal.

9. The Employer agrees that only qualified bargaining unit employees will drive a school bus on all employer sponsored activities. This provision shall be waived in an emergency situation or if a van is used.

10. Full time employees on the payroll as of July 1, 1996 shall not be reduced below forty (40) hours per week.

11. The Employer reserves the right to hire personnel for part-time work in any building or for any job classification. Full time employees on the payroll as of July 1, 1996, who are on layoff status, shall be recalled in inverse order of layoff by job classification for available part-time work.
12. Nothing contained in sub sections 9 and 10 above, shall permit the Employer to create multiple part-time positions from any given full time position held by a full time employee as of July 1, 1994.

13. If the District plans to reduce the current level of hours, it shall notify the Union at least 30 days prior to such reduction. Discussions shall be held to address the impact on the bargaining unit employees.

14. The meal allowance on bus trips shall be seven dollars ($7.00) for breakfast, ten dollars ($10.00) for lunch, and twelve dollars ($12.00) for supper. Drivers shall also be given private rooms on all overnight trips unless due to the nature of the trip Motels/Hotels are not utilized.

15. Head custodians shall be paid one and one-half (1 1/2) times their regular rate for weekend building checks. Building checks shall be one and one-half (1 1/2) hours at PIHS and one (1) hour at all other schools.

16. For four (4) full weeks after the week that includes the 4th of July, employees may be scheduled for four (4) 10-hour days per week to be paid at the regular hourly rate. Each employee's summer schedule shall be determined by the employer. This section may be eliminated by mutual agreement of the parties prior to expiration of the contract.

ARTICLE 16 - REST PERIODS

The work schedule of each employee shall provide for a ten (10) minute rest period to be taken on the premises, during each one-half shift consisting of four or more consecutive hours of work. The rest period shall be scheduled by the immediate administrative authority, and shall be so scheduled at the middle of each one-half shift whenever this is feasible.

ARTICLE 17 - MEAL PERIOD

A. All regular shift employees shall be granted a lunch period without pay during each work shift. The lunch period shall be scheduled in the middle of each shift whenever possible.

B. All night shift employees shall be granted a half-hour evening lunch period with pay, to be taken on the premises, during each work shift. The lunch period shall be scheduled in the middle of each shift whenever possible.

ARTICLE 18 - CLEAN-UP TIME

A. Employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift. Each employee's immediate administrative authority may schedule such clean-up period prior to afternoon bus runs for those employees who have such bus runs.
B. Work schedules shall be arranged so that employees may take advantage of this provision; the Employer shall make the required facilities available.

ARTICLE 19 - CALL TIME

A. Employees called in to work unscheduled overtime outside the regular shift shall receive a minimum of four (4) hours pay at the regular rate. This article applies only when call-in results in hours worked which do not directly precede or follow the regular workday or workshift. This article does not apply to scheduled overtime, time directly preceding the workshift or hold-over time directly following the workshift.

B. Scheduled overtime is any overtime in which an employee is notified on the date before the event in which he is to work.

ARTICLE 20 - SICK LEAVE

A. Sick leave shall be computed at the rate of ten (10) days per year for school year regular part-time or full-time employees and twelve (12) days per year for year round regular part-time or full-time employees to a maximum accumulation of 125 days. Said sick leave shall be awarded on July 1. A doctor's certificate may be requested for any absence of five (5) or more consecutive days. No employee shall receive full pay for sick leave plus Worker's Compensation.

B. The Parties agree the only reason for sick leave is personal illness or injury, however per the State of Maine Act To Care For Families an employee may use up to 40 hours of personal sick leave to care for a child, spouse or domestic partner domiciled in the employees home.

C. Employees must notify their immediate supervisor as early as possible, in order to draw sick leave benefits.

D. Employees may draw up to ten (10) sick days in advance that must be paid back to the District as earned.

E. Upon separation in good standing any employee who has completed twelve consecutive years with the district will be paid $50 per day for each day of accumulated sick leave up to the maximum accumulation of 125. The maximum payment shall be $6,250.

F. The District will comply with all relevant provisions of the Federal Family Medical Leave Act (FMLA). The District will use a rolling 12-month period and will allow up to 12 weeks of leave under the FMLA.

1. The appropriate benefit time shall be used in conjunction with FMLA Leave.
ARTICLE 21 - VACATION TIME

A. Any full-time employee who has completed one year of continuous service shall be entitled to two weeks vacation. Any full-time employee who has completed seven years of continuous service shall be entitled to three weeks vacation. Any full-time employee who has completed fourteen years of continuous service shall be entitled to four weeks vacation.

B. School year regular part-time employees as defined in Article 5 shall not be eligible for any paid vacation. Year round regular part-time employees as defined in Article 5 shall be eligible for a prorated vacation based on years of continuous service as outlined in paragraph A of this Article.

C. Any full-time employee or school year regular part-time employee, as defined in Article 5, with less than one (1) year of service but more than six (6) months of service on July 1, shall be entitled to one week vacation accrued during that fiscal year. On July 1 of each year, eligible employees will receive accrued vacation as outlined in paragraph A of this article.

D. Years of continuous service shall be calculated from the date of hire as a year round regular part-time or year round regular full-time employee as outlined in Article 5.

E. The vacation period(s) for all employees shall be determined by mutual agreement between the Employee and the Superintendent or his designee at least ten working days prior to the commencement of the vacation period(s). At the discretion of the Superintendent, employees in emergency situations may be granted accrued vacation time prior to July 1.

ARTICLE 22 - SPECIAL SCHEDULING

A. Employees may be released from work on all storm days with the approval of the office of Superintendent without loss of pay.

B. It is mutually agreed that if any employee is required but not regularly scheduled to work on a Sunday or holiday, their pay shall be computed at time and 1/2 for any hours actually worked.

ARTICLE 23 - HOLIDAYS

A. The following days will be considered paid holidays for the individual employed, provided schools are not in session:

1. New Year's Day  
   Patriot's Day  
   Memorial Day  Independence Day
   Martin Luther King Day

   Veteran's Day  Independence Day  Day after Thanksgiving Day
   Columbus Day  Thanksgiving Day  Labor Day
   Christmas Day
B. Whenever any of the above days fall on a Saturday or Sunday or a day during which school is in session, and therefore, is not considered a paid holiday, employees shall be granted an additional day's vacation.

C. Whenever any of the above days fall during an employee's vacation time, the employee shall be paid the employee's regular pay for that day and such day shall not be counted as vacation time.

D. Part-time employees shall be paid their normal work day salary for paid holidays occurring during the time of the year they are scheduled to work.

**ARTICLE 24 - OTHER LEAVES WITH PAY**

A. In the event of a death in the immediate family (mother, father, spouse, domestic partner, children, step-children, siblings, or any other person residing in the household) that employee shall be granted up to three (3) consecutive working days off, within five (5) calendar days, and for other family members (mother-in-law, father-in-law, sister-in-law, brother-in-law, grandfather, grandmother and grandchild) that employee shall be granted up to two (2) consecutive working days off within five (5) calendar days, without loss of pay following the death to make household adjustments, arrange for medical services, or make funeral arrangements and one (1) day at interment.

B. Employees shall be granted a leave of absence with pay if they are required to report for jury duty or jury service. The employee(s) shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service not including travel allowance.

C. The District may grant employees a leave of absence without loss of pay to serve as a pall bearer or attend the funeral of a relative at the discretion of the Superintendent.

D. Two (2) days of leave with pay shall be allowed each employee for personal, religious, business or family matters. This leave shall not be accumulated from year to year. The employee shall give the district written notice of intention to use this leave.

**ARTICLE 25 - SAFETY**

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

B. Employees shall notify their immediate supervisor of any unsafe or hazardous working condition and said immediate supervisor shall immediately notify the Superintendent of Schools. Such a report shall be confirmed within twenty four (24) hours.

C. The Employer shall have the right to make regulations for the safety and health of its Employees during their hours of employment. Representatives of the Employer and the employees may meet once in ninety (90) days at the request of either party to discuss the regulations.
D. The District shall provide and maintain any safety equipment which they require employees to use as a condition of employment.

E. The District will pay for the uniform service for district mechanics.

**ARTICLE 26 - WORKERS COMPENSATION**

A. The Employer shall provide Worker’s Compensation Insurance. All personal injuries shall be reported to the Superintendent within twenty-four (24) hours of the date of the accident unless the employee is incapacitated.

**ARTICLE 27 - PROTECTION OF PROPERTY AND EQUIPMENT**

It shall be the responsibility of each employee having custody of, use of, or responsibility for any equipment or property to see to it that said equipment and property is properly cared for, kept clean and returned to its proper place of storage.

**ARTICLE 28 - INFORMING EMPLOYEES**

A. When existing rules are changed or new rules are established by the Employer, they shall be posted promptly on all bulletin boards to become effective immediately.

B. The employer agrees to furnish each employee in the bargaining unit with a copy of all existing work rules and a copy of the Collective Bargaining agreement at the time of hire.

C. Except in emergency situations the District will notify the Union ten (10) calendar days prior to the effective date of any new work rule, regulation, modification, or amendment to any existing work rule. Any such rule shall not be inconsistent with the provisions of this agreement.

**ARTICLE 29 - LABOR REQUIREMENTS**

A. In justice and fairness to the District and to the taxpayers, each employee shall be required to report to work on time, shall not leave the job early without authorization of his immediate administrative authority, shall be prompt in reporting to his assigned duties, and shall faithfully perform said duties.

B. The employees agree that they will comply with the rules and regulations of the Employer so long as those rules and regulations are not in conflict with the terms and provisions of this contract, and so long as they are uniformly applied and uniformly enforced.
ARTICLE 30 - MANAGEMENT RIGHTS

A. Nothing in this contract shall be construed as delegating to others the authority conferred by law upon the Employer, or in any way abridging or reducing such authority.

B. This contract shall be construed as requiring the Employer to follow its provisions in the exercise of the authority conferred upon the Employer by State and Federal Law.

C. The parties agree that the Employer shall have the authority to adopt rules and regulations for the operation of the District and for the conduct of its employees, provided such rules and regulations do not conflict with any of the provisions of this contract.

D. The parties agree that the Employer has the right to reduce the number of employees in any building or in any job classification in the interest of economy and efficiency.

E. The parties agree that the employer shall have the right to request any or each employee at any time to submit a descriptive work schedule showing, in fifteen (15) minute segments of time, the work done and responsibilities assumed by the employee. Any such request shall not be arbitrary or capricious.

ARTICLE 31 - DISCIPLINE

A. The parties agree that the Employer has the right of direction of the working force of the District, including the right to suspend, discharge or otherwise discipline employees for just cause.

ARTICLE 32 - UNION ACTIVITIES ON EMPLOYERS' TIME AND EMPLOYERS' PREMISES

A. The Employer agrees to furnish and maintain one suitable bulletin board in a convenient place to be used by the Union in each building. The Union shall limit its posting of notices and bulletins to such bulletin boards.

B. The Employer agrees that, during working hours on the Employer's premises, and without loss of pay, Union representatives shall be allowed to transact necessary Union business, if mutually agreed upon by the Employer and Union, providing that such activities do not in any way interfere with the efficient operation of the District.

C. The Employer agrees that certified representatives of the American Federation of State, County and Municipal Employees, whether local Union representatives, District Council representatives or International representatives, shall have access to the premises of the Employer at any time during working hours to conduct local Union Business, upon authorization of the Superintendent.
ARTICLE 33 - WAGES

A. All regular employees shall be paid at the following hourly wage rates:

<table>
<thead>
<tr>
<th></th>
<th>7/1/15-6/30/16</th>
<th>7/1/16-6/30/17</th>
<th>7/1/17-6/30/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Bus driver-Mechanic</td>
<td>16.73</td>
<td>17.23</td>
<td>17.75</td>
</tr>
<tr>
<td>2. Bus Driver, and Bus Driver-Custodian, Groundskeeper-Custodian, Maintenance-Custodian and Courier</td>
<td>16.29</td>
<td>16.78</td>
<td>17.29</td>
</tr>
<tr>
<td>3. Custodian and Night Custodian</td>
<td>15.30</td>
<td>15.75</td>
<td>16.23</td>
</tr>
<tr>
<td>4. Head Custodian</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Employees Supervised

<table>
<thead>
<tr>
<th></th>
<th>7/1/15-6/30/16</th>
<th>7/1/16-6/30/17</th>
<th>7/1/17-6/30/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>16.76</td>
<td>17.26</td>
<td>17.78</td>
</tr>
<tr>
<td>1-5</td>
<td>17.56</td>
<td>18.09</td>
<td>18.63</td>
</tr>
<tr>
<td>6 or more</td>
<td>18.40</td>
<td>18.95</td>
<td>19.52</td>
</tr>
</tbody>
</table>

B. A night shift differential of $0.25 per hour will be paid to any employee whose regular full shift assignment begins after 1:30 p.m. A night shift differential of $.30 per hour will be paid to any Employee whose regular full shift assignment begins after 10:00 p.m.

C. The district shall pay mileage to employees whose assignments are at two different locations. The mileage rate shall be the IRS allowable rate.

D. The District shall pay any employee regularly scheduled to work a split shift an additional five dollars ($5.00) per week. This does not apply to the bus driver classification.

E. If an employee fills in on a classification other than his/her own classification, he/she shall receive the greater of his/her own hourly wage rate or the wage rate of the classification for the total hours worked.

F. Effective as of the anniversary date of hire, any employee who has completed five (5) years consecutive service with the district shall receive longevity pay of ten (10) cents per hour. Any
employee who has completed ten (10) years of service shall receive longevity pay of an additional twenty-five (25) cents per hour. Any employee who has completed twenty-one (21) years of service shall receive longevity pay of an additional twenty-five (25) cents per hour.

ARTICLE 34 - INSURANCE BENEFIT

Effective July 1, 2015, the District shall contribute up to one thousand two hundred twenty-five dollars ($1,225.00) per month, per employee, toward the cost of a group family medical insurance plan provided through the district. Effective July 1, 2016, the District shall contribute up to one thousand two hundred eighty dollars ($1,280.00) per month, per employee, toward the cost of a group family medical insurance plan provided through the district. Effective July 1, 2017, the District shall contribute up to one thousand three hundred forty dollars ($1,340.00) per month, per employee, toward the cost of a group family medical insurance plan provided through the district. This dollar amount may, at the option of each individual, may be applied towards the cost of a group family medical insurance plan provided through the district.

Bargaining unit members may choose either the MEA Standard Plan or the MEA Benefits Trust Option 2 Plan.

Married couples employed by the district will be eligible for a maximum benefit of the full cost of the family plan or the cost of the plan selected.

Domestic partners and domestic partners’ dependents may obtain health insurance at the employee’s expense through payroll deduction.

Any custodian/driver hired prior to July 1, 1996 using excess fringe to purchase State Group Life Insurance will be eligible for up to $50,000 of life insurance coverage. Any employee hired after July 1, 1996 will not be eligible to transfer excess fringe for State Group Life Insurance.

ARTICLE 35 - DURATION OF CONTRACT

Subject to ratification by majority vote of the bargaining unit and by majority vote of the Board, the provisions of this contract shall be effective as of the first day of July, 2015, and shall remain in full force until and through June 30, 2018. If the parties are in active negotiations the current agreement will stay in full force for 60 days after the normal expiration date.

ARTICLE 36 - AMENDMENT CLAUSE

The right to add to, take away from, or to amend these provisions during the life of this contract shall require mutual consent of the parties involved.
ARTICLE 37 - HOLD SAFE CLAUSE

If any provision of this contract, or any application thereof to any employee or group of employees, is found to be contrary to law, then such provisions or application will be valid and subsisting only to the extent permitted by law, but all other provisions or application will continue in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have caused this contract to be signed by their respective representatives, duly authorized on the 23rd day of June, 2015.

The undersigned hereby certifies that a majority of the bargaining unit voted on the 23rd day of June 2015, to ratify this contract as herein set forth.

By: [Signature]
Andrea Smith, President
Presque Isle Unit of
Council 93, Local 2177
A.F.S.C.M.E., AFL-CIO

By: [Signature]
Field Representative
Council 93, A.F.S.C.M.E., AFL-CIO

For the M.S.A.D. No. 1 Board of Directors

The undersigned hereby certifies that a majority of the directors of M.S.A.D. No. 1 voted on the 10th day of June 2015, to ratify this contract as herein set forth.

By: [Signature]
Lucy Richard, Chairman
Board of Directors, M.S.A.D. No. 1