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Collective Bargaining Agreement

Between RSU 16 Board of Directors

&

RSU 16 Educational Support Unit

Represented by:

**The RSU 16 Educational Association
and the MEA & NEA**

2023-2025

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PREAMBLE

The RSU 16 Board of Directors (hereafter called "Board") and the RSU 16 Educational School Unit, represented by the RSU 16 Educational Association, affiliated with the Maine Educational Association and the National Education Association (hereafter called "Association") agree that they share a joint interest and dedication to operate within their respective duties and powers to provide the best possible educational system for the children of RSU 16. This Agreement is entered into by the Board and the Association with the hope that the mutual respect held by each of the parties will engender a spirit of cooperation, which will result in the finest quality education.

ARTICLE 1 RECOGNITION

The board recognizes the Association as the sole and exclusive bargaining agent in accordance with the Municipal Public Employees labor Relations law, 26 M.R.S.A. Section 961 et seq., for a unit consisting of all public employees, as defined by 26 M.R.S.A. Section 962 (6) (including seasonal, temporary, or on-call employees), employed by RSU 16 as Food Service Staff; Food Service Managers; School Administrative Assistants, and Secretaries; Educational Technicians I, II and III; and Licensed Practical Nurses, Custodians/Maintenance and excluding all other positions in RSU 16.

ARTICLE 2 NEGOTIATION PROCEDURE

The Board and the Association have a statutory obligation pursuant to the Maine Municipal Public Employees Labor Relations law to confer and negotiate a successor agreement in good faith with respect to wages, hours, working conditions and contract grievance arbitration.

ARTICLE 3 BOARD RIGHTS

The Board hereby retains and reserves unto itself (or to its designees, which it may from time to time designate to act on its behalf on any matter covered by this Agreement) all powers and duties vested in it by law and/or regulations; the right to act on educational policy matters; the right to sole and exclusive control, direction and supervision of operations and personnel; and the right to carry out ordinary and customary functions of management, except as such rights are specifically limited by a provision of the Agreement.

ARTICLE 4 ASSOCIATION RIGHTS

- A. The Association shall be permitted to use school facilities and equipment outside of work hours, subject to the same regulations and charges as community organizations.
- B. The Association shall have the right to post notices of activities and matters Association concern in areas designated for employee use. The Association may use the district mail service, employee mailboxes, school computer equipment, and district email for communications to employees, provided that such use complies with board's policies and rules.
- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this does not interfere with the operations of the schools, scheduled meetings or assigned duties of the employees. The Association will obtain prior written approval from the Building Principal and provide the Building Principal with the name of any non-employee who is requesting access to Board property.
- D. MEA/NEA Office Leave: Employees who are elected to office in either MEA or NEA may be granted one (1) year leave without pay subject to Superintendent approval.

ARTICLE 5 EMPLOYEE RIGHTS

- A. All newly hired employees shall serve a probationary period of one (1) year following the date of hire.
- B. No employee who has completed the probationary period shall be given a written reprimand, suspended, demoted or discharged without just cause.
- C. Complaints regarding an employee's performance made to any member of administration by any parent, student or other person shall be called to the attention of the employee, if the administration investigates the complaint, the employee shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any investigatory meetings regarding such complaint(s).

- D. Whenever an employee is called before the Superintendent concerning any matter which could have an adverse effect on the employee's continuation in their position or employment, the employee shall be entitled to forty-eight (48) hours prior written notice of the reason for the meeting and may request to have an Association representative present. It is understood that the forty-eight (48) hours prior written notice may be waived if the Superintendent determines that there is an immediate health or safety concern that must be addressed or the matter involves the welfare of any student.
- E. Pay and benefits shall continue during any administrative leave pending disciplinary action.
- F. A grievance concerning the discharge or demotion of an employee may be initiated at Level Two of the grievance procedure (Article 19).
- G. The Board and the Association agree that any unit employee will not be treated differently than another unit employee with respect to wages, hours and working conditions, based on membership or non-membership in the Association.

ARTICLE 6 PERSONNEL FILE

- A. The Board shall maintain, for official school department purposes, one (1) personnel file for each employee in accordance with 20-A M.R.S.A. sections 6101 and 6102. This file shall be kept under conditions that ensure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the employee, written evaluations and other appropriate material relating to the employee's employment.
- B. An employee shall be given a copy of any detrimental material prior to its being placed in the file. An employee shall also have the right to submit a written answer to any materials placed in the file within (30) days. Anonymous or unattributed material shall not be placed in the file unless the matter is investigated and found to have merit, in which case an investigation report shall be placed in the personnel file.

- C. An employee shall have the right to examine their file in the presence of the Superintendent, their designee, or appropriate administrative personnel, during the normal business hours of the office in which the file is kept and within two (2) working days of the request. Upon request, an employee may obtain copies of any material in the personnel file without cost.

ARTICLE 7 JOB DESCRIPTIONS

- A. Each employee shall be provided with a written job description, which describes their job responsibilities upon hire and upon request.
- B. The Association shall be provided copies of all current job descriptions of employees in the bargaining unit upon request.
- C. The administration will notify affected employees and the Association of any substantive changes in job descriptions and meet and consult about such changes upon request. The administration's decision regarding the content of job descriptions is final.
- D. Educational Technicians will be notified by June 1st of the current school year of their building and classroom assignments for the following school year.

ARTICLE 8 HEALTH AND SAFETY

- A. The Association and Board are committed to the health and safety of all employees. Unsafe conditions and acts should be treated seriously and resolved with a sense of urgency and in accordance with applicable provisions of federal and state laws and regulations with respect to employee safety and health in order to provide a safe working environment. If the Association President would like to review a particular policy or procedure related to health and safety, they may request a meeting with the Superintendent to do so.
- B. It is the responsibility of the employee to notify the administration as soon as possible of any threat, assault or other situation that they believe to be unsafe or hazardous. The administration will investigate and remediate as appropriate. Additional training will be available to staff who require it as soon as available. Staff who desire training related to safely performing their assignments should notify their Building Administrator of the need for such training.

- C. Written, verbal or physical threats made against an employee by students, parents, community members or colleagues should immediately report to the building administrator, superintendent and the appropriate law enforcement officials, if necessary. The administration shall conduct an investigation and the employee shall be notified of the outcome of the investigation to the extent allowed by law.

ARTICLE 9 VACANCIES AND TRANSFERS

- A. An employee who wishes a change of assignment may make such requests in writing to the Superintendent, including the specific assignment and/or building desired. An employee who applies for a vacancy in a timely manner and has the requisite qualifications for a position shall be considered by the interviewing committee.
- B. An employee who is involuntarily transferred shall be notified by the Superintendent at least ten (10) working days in advance, except in an emergency. The Association Co-President(s) shall also be notified of all involuntary transfers. The employee may request a meeting with the Superintendent to discuss the transfer.
- C. It is understood between the parties that decisions about employee assignments and transfers will be made based on the best interests of the RSU 16 and such decisions by the administration are final.
- D. During the school year, whenever a job opening occurs within the bargaining unit, it shall be posted in schools and the Superintendent's Office not less than five (5) days before the position is permanently filled.
- E. The Superintendent shall notify the Association President (s) of all new hires and their placement on the scale once confirmed.

ARTICLE 10 WORK YEARS AND WORK HOURS

A. Work Years

1. It is understood between the parties that the scheduled work year of the employees may be increased or decreased by the Board in order to meet the educational, operational and financial needs of RSU 16, and that wages shall be adjusted accordingly should there be a change in the work year for any reason. The Board or its designee(s) shall meet and consult with the Association before making any change in the employee's work year.
2. Notwithstanding the previous paragraph, the normal work year for each position as follows:
 - a. School Administrative Assistants, Secretaries and Receptionists: The teacher work year, plus additional days as determined by the Superintendent.
 - b. Educational Technicians: The student year, plus workshop days as determined by the Superintendent.
 - c. Food Service Managers: The student year, plus additional days as determined by the Superintendent.
 - d. Food Service Staff: The student year, plus additional days as determined by the Superintendent.
 - e. Licensed Practical Nurses: The student year, plus five (5) workshop days. If the nurse to student ratio exceeds 1:425 then an additional two (2) workshop days will be granted.
 - f. Custodians/Maintenance: 260 days
3. A calendar will be provided at the beginning of each school year detailing which days they should attend that year, with the understanding that unforeseen circumstances may cause the Superintendent to have to modify the calendar.

B. Work Hours

1. It is understood between the parties that the scheduled work hours of employees may be increased or decreased by the Board in order to meet the educational, operational and financial needs of RSU 16, and that wages shall be adjusted accordingly should there be a change in work hours for any reason. The board or its designee(s) shall meet and consult with the Association before making any change in employee work hours.

2. The minimum work hours per week for full-time employees shall be 30 hours and shall be used to determine eligibility for full-time insurance and leave benefits.
3. A part-time employee shall receive pro-rated insurance and leave benefits based upon their regularly scheduled hours compared to full-time. However, employees who work under twenty-five (25) hours per week are not eligible for insurance benefits paid for by RSU 16.
4. Building Custodians and maintenance employees will work weekends when needed. The Maintenance Directors will establish a rotation list where every custodian or maintenance worker is assigned to work weekend shifts, if needed. If an employee cannot work on a scheduled weekend shift, they are responsible for finding their own replacement. Employees will be paid their regular salary rate per hour and overtime when appropriate. No compensation time will be authorized.
5. Custodians who are on call will receive a \$650 annual stipend. There will be a rotating schedule provided by the supervisor in advance.

C. Breaks

Employees who work six (6) hours or more per day are entitled to an unpaid (30 minute) duty-free lunch each day, which shall not be considered part of the workday. The time scheduled for this break shall be determined by the building and/or their immediate supervisor.

D. Overtime

Overtime that has been approved in advance by the building principal or supervisor shall be paid at time and one-half forty after (40) hours actually worked in a work week.

E. Early Release Days

Employees will work a regular schedule on early release days, unless provided with an alternate schedule. The alternate schedule will be provided at the beginning of the school year with the understanding that meeting dates and times are subject to change as deemed necessary by the Superintendent. Employees shall perform such duties after student dismissal as assigned by their supervisor.

F. Required Attendance

Employees who are required to attend staff meetings by their supervisor outside of regular work hours shall be paid for this time. This time must be recorded on employee time sheets.

ARTICLE 11 WAGES

- A. Employees shall be paid wages as specified in Appendix A.
- B. Initial placement on the wage scale shall be determined by the Superintendent, based on their assessment of the employee's prior experience. The Superintendent shall provide the Association President (s) with RSU 16 New Employee Information within 10 work days of their hire date.
- C. An employee shall be eligible for progression on the wage scale if they work a minimum of ninety (90) days in a work year, with the exception of custodians who must work on hundred eighty (180) days for progression on the wage scale. During the term of this contract, employees will receive step increases at the beginning of each contract year.
- D. Employees shall be paid every two (2) weeks. Time slips must be completed on a weekly basis.
- E. Upon appropriate written authorization from the employee, the Board shall deduct from the payroll check of any employee and make appropriate remittance for insurance and other plans and programs approved by RSU 16.
- F. The Board Agrees to deduct Association dues from payroll checks, provided that individual employee provides written authorization for such deduction. The Association shall certify to the Board the current rate for dues by October 1st of each year. The Association shall indemnify and hold the Board and its representatives/designees harmless from any and all claims arising out of the deduction of Association dues.
- G. Employees shall be required to utilize direct deposit. Pay stubs will be emailed to the employee's RSU 16 email address. Upon written request to the Superintendent's Office, an employee will be provided with a paper copy of their pay stubs.

- H. If an education technician substitutes for a classroom teacher the educational technician shall receive their regular hourly wage, plus a stipend of twenty-five dollars (\$25) for any coverage up to a half day and (\$50) dollars for any coverage up to a full day. This only applies to administrative requested coverage.
- I. In the event that the Food Service Manager requires a substitute, the substitute employee shall receive compensation in the amount of one dollar (\$1.00) per hour in addition to their hourly wage. This decision will be made by the Superintendent and/or designee.
- J. In the event that the Maintenance Director requires a substitute, the substitute employee shall receive compensation in the amount of one dollar (\$1.00) per hour in addition to their hourly wage. This decision will be made by the Superintendent and/or designee.
- K. Newly-hired educational technicians shall be informed of the Maine Department of Education certification website. Educational technicians are responsible for maintaining current authorization status with the Maine Department of Education at all times. Upon reaching the year required for recertification, education technicians who do not have valid certification by August 31st shall be terminated. Re-employment after receipt of a valid certification shall be at the discretion of the Superintendent.
- L. Longevity Stipends:
 - 1. When a support staff individual has completed:
 - a. 25 years in the school district a one-time longevity stipend of \$1250
 - b. 30 years in the school district a one-time longevity stipend of \$1750
 - c. 35 years in the school district a one-time longevity stipend of \$2500
 - d. 40 years in the school district a one-time longevity stipend of \$3500
 - 2. The longevity stipend will be awarded at the successful completion of the specific longevity year.
- M. Education Technicians who are in Functional Life Skills (FLS), Social Emotional Self Contained, and Restorative Classrooms positions will receive an Additional \$1.50 per hour wage. If a Food Services Manager supervises two school lunch programs, they will receive a \$1,000 stipend for that contract year. Nighttime custodians will receive an additional \$1.00 per hour night differential.

N. Pay Averaging

1. School District year hourly employees who work regularly scheduled hours, and who are bargaining unit members at the start of a contract year, shall be paid every other week, unless they elect in writing to be paid their regular weekly hourly wages in 22 equal installments. For employees who make such an election in writing, the amount to be averaged shall be based on the employee's anticipated hour per week over the school year and the applicable hourly wage. By selecting to be paid an average amount, instead of an amount based on their actual hours and wage rate, the employee is voluntarily and knowingly choosing to be paid less than they would otherwise be paid for each pay period and to have that unpaid compensation deferred over a period longer than their duty period. Employees shall make their election before the start of each contract year and may not change their election for the duration of the year. School year employees hired mid-year are not eligible for pay-averaging. Employees who elect to receive their pay over 22 pay periods must sign the "District Wage Payment Election Form" and submit the form to the Superintendent's office by May 1st of each year. Employees who do not submit the form by the deadline will be paid on an "as earned" basis for the year.
2. Employees shall only receive pay for hours actually worked or for authorized paid leave pursuant to the collective bargaining agreement. Adjustments for additional hours beyond the employee's regular schedule, or for loss of hours from the employee's regular schedule, shall be made from the employee's wages for the pay period in which the additional work or loss of work occurred. For example, any regularly scheduled hours that are not worked during a pay period ("unpaid leave") shall be deducted from the employee's paycheck for that pay period and any hours worked above their regularly scheduled hours during a pay period will be added to the paycheck for the pay period.
3. If an employee's employment with the school unit terminates during the course of the year and the employee has been overcompensated, the employee must immediately repay the school unit. For purposes of this agreement, "overcompensation" means the payment of any wages for time not actually worked or taken as paid leave. If such overage is not withheld, the employee shall pay such overage to the Committee immediately upon demand.

4. If an employee's employment with-the school unit terminates during the course of the year, and the employee is owed any wages, the school unit will provide such wages to the employee in the employee's final paycheck.

ARTICLE 12 INSURANCE

- A. Full-time employees: RSU 16 shall pay up to 88% of the MEA Benefits Trust Choice Plus Single and Adult with child premium: 84% of the two Adult premium and 82% of the Family premium.
- B. Part-time employees: RSU 16 shall pay pro-rated insurance benefits based upon the employee's regularly scheduled hours compared to full-time. However, employees who work under twenty-five (25) hours per week are not eligible for insurance benefits paid for by RSU 16.
- C. Employees who select a plan other than the Choice Plus plan shall pay an excess premium amount.
- D. If an employee's spouse or domestic partner has access to health insurance through their own employer, they will not be eligible for insurance benefits paid by RSU 16. This provision does not apply to an employee employed prior to July 1, 2012 whose spouse or domestic partner is currently covered by RSU 16. Support staff who seek to cover a spouse/domestic partner under RSU 16's health insurance plan are required annually to sign a certification that they are not eligible for insurance through their own employer during open enrollment.
- E. If both spouses are employed by RSU 16, they will receive ninety-five (95%) health insurance coverage, but they must agree to take the lowest cost option available (i.e., if two (2) single plans are less expensive than the two-adult plan, they will take two (2) single plans).
- F. Employees who are eligible for coverage under another employer's provided health insurance plan may opt out of RSU 16's health insurance plan and receive a cash-in-lieu payment of \$175.00 per month, subject to all applicable taxes. An employee taking this benefit is required to sign an annual certification that they are covered by another employer's health insurance plan at open enrollment. A part-time employee will only receive pro-rated cash-in-lieu payments of \$87.50 per month, subject to all applicable taxes.

- G. Employees are eligible to participate in the RSU 16 dental plan at their own expense.

ARTICLE 13 COURSE REIMBURSEMENT

The Board and the Association recognize that ongoing professional development is essential to providing a quality education. Furthermore, the board recognizes that it shares with its staff responsibility for continuing training of employees and improvement of instruction.

- A. Course Approval - RSU 16 will reimburse support staff for courses up to a maximum of three courses at the University of Maine at Orono undergraduate rate per fiscal year. The UMO rate is the maximum that will be paid for any course. If a support staff takes a course at a higher rate, they will be responsible for the difference in cost. There will be an overall cap of \$15,000 for tuition reimbursement. A support staff must obtain prior approval from the Superintendent and meet the following conditions:
1. Courses will only be approved from institutions that appear in the U.S. Department of Education's Database of Accredited Postsecondary Institutions and Program <http://ope.ed.gov/accreditation>
 2. The course must be job-related and help improve future performance.
 3. Course approval forms must be submitted four (4) weeks prior to the registration deadline for a course.
 4. The support staff must obtain a "B" or better (or Pass in a Pass/Fail course) in order to be reimbursed.
 5. The support staff must still be working for RSU 16 to receive reimbursement.
 6. Support staff may request pre-payment for courses provided that they meet the applicable requirements above and sign a written agreement that they shall reimburse RSU 16 for the cost of the course(s) if they do not obtain a "B" in the course; withdraw from the course; or leave their employment with RSU 16 within two (2) years of completing the course(s).
 7. A support staff must submit a transcript for completed courses to the Superintendent's Office within thirty (30) days of the course completion. If the transcript is not submitted, RSU 16 may deduct the amount prepaid from the support staff's bi-weekly pay.
 8. If a support staff fails to reimburse RSU 16 within sixty (60) days of receiving a grade less than a "B" or "fail", RSU 16 may deduct the amount owed from the support staff's pay.
 9. This benefit will be available to employees working twenty-five (25) hours or more as a normal work week.

- B. If a support staff leaves the district prior to two (2) years after completion of a course, repayment of the coursework must be made according to the following criteria:
1. If it is for 1-3 courses it must be paid in full prior to the support staff leaving their employment.
 2. If it is for 4 or more courses, the support staff will reimburse three of the courses in full and will reimburse 50% of any remaining courses and will be paid for prior to leaving their employment and the other 50% can be negotiated into a payment plan of up to 2 years in length with the prime borrowing interest rate added into the total at the date of departure.
 3. The repayment will be deducted from their remaining salary payments, unless another arrangement has been made in agreement with the Superintendent.
- C. Seminars, Workshops and Other Professional Development in addition to the normal workshop/PD line budgeted by the office of the Principal each year, there will be an additional \$3000 district-wide reserved for conferences/workshops. Requests will be considered on a first-come first-serve basis at the beginning of each school year with Superintendent's approval until this amount is depleted. The Superintendent will make decisions on such requests based on funds available and the relevance/value of the particular activity to the support staff assignment in RSU 16, and the Superintendent's decision is final and not grievable.

ARTICLE 14 TRAVEL AND USE OF PERSONAL VEHICLE

Employees who are required to use their personal vehicle for RSU 16 business shall be reimbursed for such use at the current IRS rate.

ARTICLE 15 AUTHORIZED LEAVES

All leave benefits are pro-rated for part-time employees based on hours worked compared to full-time for the particular position as specified in Article 1.

A. Sick Leave

1. School year employees shall receive ten (10) sick leave days each year. Employees who work two hundred twenty (220) days or more per year shall receive twelve (12) sick leave days each year. Unused sick leave shall accumulate to a maximum of one hundred (100) days.

2. Employees will receive sick day contractual allotments at the beginning of each contract year.
3. Sick leave may be used by the employee for personal illness/injury and/or for the diagnosis or treatment of illness by a healthcare professional, which cannot be scheduled at a time other than the regular school day and may not be used for any other purpose, except as provided in this agreement. Employees shall not receive sick leave for absences due to illness or injury incurred during the course of outside employment.
4. Sick leave may be used in either half-day or full-day increments.
5. Sick leave shall not accrue while an employee is on worker's compensation, unpaid leave of absence, layoff or long-term disability.
6. Employees are expected to schedule routine medical and dental appointments for non-work times, whenever possible.
7. The Superintendent may require medical documentation certifying the need for sick leave whenever an employee's use of sick leave exceeds five (5) consecutive work days or whenever there is a concern about questionable use of sick leave or a pattern of sick leave use.
8. An employee may use up to their current year's allotment of sick leave each year to care for a member of their immediate family when the employee's presence is required. The Superintendent may require medical documentation confirming the need for such leave. For the purposes of this section, "immediate family" shall include an employee's parent, spouse/domestic partner or child. In the event that an immediate family member has an extended serious health condition that requires ongoing care by the employee (such as post-surgical care) and the employee has already used the ten (10) or twelve (12) days of personal sick leave allowed for family care, the employee may request that the Superintendent permit the use of up to a maximum of (15) additional personal sick leave days to care for such family member. The employee must include medical documentation of the need for such leave with their request.

B. Sick Leave Bank

1. The sick leave bank is designed to assist support staff who experience a serious and extended non-work related illness or injury. It is not intended for elective surgery that could be performed outside the school year; for pregnancy and childbirth (unless medically necessary); or for illness or injury to family members. It is intended to serve those support staff who have used their accumulated sick leave and who anticipate a long-term absence.
2. Participation in the sick bank is open to all support staff.

3. Participation in the sick bank is optional. Any eligible support staff who wishes to participate in the sick bank must contribute one (1) sick day by October 1st.
4. The sick bank shall be administered by the Superintendent, Business Manager, and Co-President(s). In the event that no consensus is reached, the decision shall be made by the Superintendent and it is not grievable.
5. Sick bank days contributed each year shall be added to the bank, but no more than 360 hours shall be carried over from one contract year to the next.
6. In order to withdraw days from the sick bank, a support staff must have exhausted their personal sick leave. A support staff requesting days from the sick bank shall apply in writing to the Superintendent. The request must be accompanied with specific medical documentation from a health care provider detailing the nature of the illness or injury, the anticipated length of absence and the anticipated return to work date. The Superintendent and Co-President(s) have the discretion to request additional medical documentation, if needed to act upon the request. A support staff is eligible to receive no more than fifteen (15) sick bank days each school year, except that a support staff may apply for up to fifteen (15) additional sick bank days in extraordinary circumstances. A support staff may access the bank no more than twice in any five (5) year period.
7. Support staff who cancel their membership in the bank will not be reimbursed for days donated.

C. Bereavement Leave

Leave without loss of pay shall be allowed as follows:

1. Up to five (5) consecutive workdays per occurrence for a death in the family which includes an employee's spouse, domestic partner, parents, children/stepchildren, siblings, in-laws (mother, father, brother, sister, aunt, uncle, niece, nephew, grandparents, grandchildren, sibling or child of a domestic partner).
2. In extenuating circumstances, additional days may be granted at the discretion of the Superintendent and shall be taken from sick leave or be unpaid.

D. Earned Paid Leave

1. Support staff are allowed up to five (5) Earned Paid Leave days per contract year (first 2 days are personal days) and next three days must be used to replace a day of scheduled work. These days may be used for any purpose. The earned paid leave days do not accrue and expire at the end of each school year.
2. Earned Paid Leave days may be taken in half or full day increments.

3. Support staff are required to request Earned Paid Leave days at least (10) ten days in advance, except in cases of emergency. If requested later but there is availability then they may be approved, under building admin discretion.
4. Earned Pay Leave can be used for any reason such as an emergency, illness, sudden necessity, planned vacation, etc., as long as the leave replaces a day of work.
5. Support staff must notify their principal or supervisor as soon as practicable, if the use of Earned Paid Leave is for an emergency, illness (if no sick days are available), or sudden necessity.
6. Earned Paid Leave cannot be used before or after a holiday, school break or vacation period, without prior approval.
7. Support staff cannot use more than two (2) consecutive days of Earned Paid Leave days at one time, without prior approval.
8. If Earned Paid leave is used for sickness (if no sick days are available) and there is a suspicion of misuse, RSU 16 may require the support staff to provide a doctor's note. All earned Paid Leave will run concurrent with any authorized FMLA leave when FMLA is approved.
9. All support staff will receive two (2) days of Earned Paid Leave at the beginning of the school year (front-load accrual). Earned Paid Leave will not be paid out upon termination or resignation, but will be reinstated if the employee returns within the same school year.
10. Support staff can use no more than (5) days of Earned Paid Leave (2 personal and 3 workday replacement) in any defined school year.
11. Support staff cannot use Earned Paid Leave during the months of May and June, without prior approval and coverage availability.
12. New employees must wait 120-days before they can use their accrued Earned Paid Leave.
13. If the state laws changes during the length of this contract and eliminates Earned Paid Leave for support staff under this contract, then this section of the contract will immediately revert back to two (2) personal days and the the previous contract language found under personal days and will hold those who have taken more than two (2) Earned Paid Leave days harmless for the remainder of that specific contract year in which the change goes into effect.

E. Legal Proceedings Leave

1. Employees shall be granted leave for jury duty. Employees must turn over their jury pay (less expenses, including mileage). If an employee is released from jury duty during work hours, they are expected to contact the building principal and return to work, if required.

2. Employees shall be granted leave with pay for any legal proceedings when RSU 16 requires the employee to attend.

F. Child Care Leave

An Employee may request an unpaid leave of absence for child care purposes for a period up to one (1) Year following the birth of a child or an adoption. Any such request must be made in writing to the Superintendent and is subject to approval by the Board. Requests should be submitted at least sixty (60) days prior to the requested start of the leave, except in an emergency.

G. Military Leave

The Board shall comply with all applicable federal and state laws and regulations concerning military leave.

H. Other Unpaid Leave

An employee may request an unpaid leave for a period up to one (1) year for good reason shown. Any such request must be made in writing to the Superintendent and is subject to approval by the Board, whose decision is final. Requests should be submitted at least sixty (60) working days prior to the requested start of the leave, except in an emergency.

I. Snow Days

A school year employee may use only three (3) earned paid leave days to receive pay on snow days. This must be indicated on the employee's timesheet. Employees dismissed early due to snowstorms or emergencies shall be paid for the full day, if it will be counted as a school day. The Association agrees that the day must count as a school day in order to be paid for the full day on a snow day.

Day Custodians are expected to work on snow days. If a night custodian believes that the weather conditions are so severe that they cannot drive to work, they may use ~~two (2)~~ three (3) earned paid leave days annually. If they have no earned paid leave days available, any such time taken by a custodian shall be unpaid.

ARTICLE 16 HOLIDAYS

- A. Full-time employees shall be entitled to the following holidays paid at the regular rate of pay.
- Labor Day
 - Indigenous Peoples Day
 - Veteran's Day
 - Thanksgiving Day
 - The day after Thanksgiving
 - Christmas Day
 - New Year's Day
 - Martin Luther King Day
 - Memorial Day
 - Juneteenth Day, if it falls during the school year.
- B. Any employee whose work year exceeds two hundred twenty (220) days per year shall also receive the following holidays:
- President's Day
 - Patriots Day
 - Independence Day
 - Juneteenth Day
- C. Part-time employees who are regularly scheduled to work on the day of the week designated as a holiday will receive holiday pay for their regularly scheduled hours. Part-time employees who are not regularly scheduled to work on the day of the week designated as a holiday are not eligible for holiday pay
- D. Any employee who is required to work on a holiday shall be paid at one and one-half times their regular rate of pay.
- E. An employee must be at work on their last regularly scheduled work day before and after the holiday pay in order to receive holiday pay. Vacation time that is pre-approved may count as an approved work day before/after a holiday.

ARTICLE 17 VACATIONS

- A. Any employee who works two hundred twenty (220) days per year or more shall receive one (1) week of vacation after 110 days of employment, two (2) weeks after one (1) year, (3) weeks after ten (10) years, and four (4) weeks after fifteen years.
- B. Employees may not take more than ten (10) Days of vacation at one time. employees must obtain prior approval from their immediate supervisor before scheduling vacations. Employees are expected to schedule vacations during periods when school is not in session, with the exception of custodians who can take them at any time during the year, with the approval of their supervisor. In unusual circumstances, the superintendent may grant exceptions to this requirement.
- D. Vacation days are accrued on the employees anniversary date and cannot be carried over from year to year.
- E. Employees who leave employment with RSU 16 during the year will be paid for any earned pro-rated unused vacation time.

ARTICLE 18 REDUCTION IN FORCE

- A. Seniority shall be based upon continuous years of service since the last date of hire in a position(s) contained in this bargaining unit within RSU 16 or the predecessor School units (Poland, Minot or Mechanic Falls). Seniority shall not accrue for part-time employees. Employees with work years of less than (12) months shall not be considered to have suffered a break in service during the months that are not included in the employee's work year. Probationary employees shall have no seniority during the probationary period, but upon completion of the probation period shall have seniority retroactive of the date of hire. The Board shall establish a seniority list by impact areas with the name and first date of continuous service of each employee, with the employee with the greatest seniority listed first. In the case of a tie, the date when the employee signed their initial individual work agreement shall be used to break the tie. The seniority list shall be updated annually by the Superintendent, provided to the Association and posted in the designated area in each building by October 1st. If no objections to the seniority list are made in writing by November 1st, the list shall be signed by the Superintendent and the Association Co-President(s) and shall be binding on the parties for the balance of the contract year, unless changes are mutually agreed to.

B. Impact Areas

For the purposes of this article, the following impact areas shall be used:

1. Food Service Manager
2. Food Service Staff
3. School Administrative Assistant
4. School Secretary
5. Attendance Clerk
6. Educational Technician I
7. Educational Technician II
8. Educational Technician III
9. Educational Technicians who are hired specifically to meet the needs of an individual student as identified by an IEP Team or a Section 504 Team. Since each student situation is unique, each one-on-one position will be considered separately. Therefore, if the student leaves or no longer requires services, the ed tech hired for that student will be terminated and will not have seniority or recall rights. This provision does not apply to an education technician who was already employed by RSU 16 and was transferred to a one-on-one position. Such an employee shall continue to accrue seniority in their specific impact area and shall be subject to the RIF procedure.
10. Licensed Practical Nurse
11. Custodians/Maintenance

C. Layoff

1. The Board has the right to eliminate bargaining unit positions when it deems such action is necessary based upon bonafide financial or program reasons.
2. The Superintendent shall notify the Association at least ten (10) working days prior to a Board meeting, at which a reduction in force is to be decided. The Association may request a meeting to discuss the RIF prior to the Board meeting.
3. In the event of a reduction in force, the employee whose position is to be eliminated within an impact area shall be selected on the basis of qualifications and seniority. Qualifications shall include Maine Department of Education authorization (if applicable), any additional coursework or training specific to the employee's position and performance evaluations. If all employees are equally qualified, then the least senior employee shall be laid off.
4. Employees shall be given at least thirty (30) working days written notice of termination due to a reduction in force. A copy of the notice shall be sent to the Association Co-President(s). At the Board discretion, an employee may be paid for the requisite days in lieu of notice.

5. An employee who has been notified that their position has been eliminated shall be entitled to take two (2) days from available sick and/or personal leave to seek other employment.

C. Recall

1. The Superintendent shall establish a recall list of all laid-off employees and shall provide the Association with a copy whenever changes are made. It is the responsibility of the employee to keep the Superintendent's Office informed of their current contact information.
2. An employee who is laid off shall have the right to be recalled in order of seniority to vacancies within the employee's impact area for a period of two (2) years from their date of layoff, unless the employee waives their recall rights in writing or resigns. The Superintendent shall provide written notice of recall to the employee's last known mailing address by certified mail, return receipt requested and to the Association
3. An employee offered re-employment must accept in writing to the Superintendent within ten (10) working days of the notice. An employee who refuses a position or fails to respond to a notice shall be removed from the recall list. A refusal to accept a position that is less than what the employee had prior to the layoff (full time/part-time) will not remove an employee from the recall list.
4. Seniority and all benefits to which an employee was entitled at the time of layoff shall be restored upon return to active employment.
5. Should identical vacant positions occur, re-employment shall be by order of seniority with the ability and the knowledge for the classifications being equal factors.

ARTICLE 19 GRIEVANCE PROCEDURE

A. Purpose

The Purpose of this procedure is to secure, at the lowest level possible, solutions to disagreements or disputes over the meaning or application of this Agreement. Both parties agree that the grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definitions

1. A "grievance" is any alleged violation of the specific terms of this Agreement or any dispute with respect to its meaning or application.
2. A "grievant" is the employee(s) or Association making the claim.

3. A “party in interest” is any person(s) who might be required to take action or against whom action might be taken in order to resolve the claim.
4. A “day” shall mean a school day during the school year and during the summer it shall mean business days when the Superintendent’s Office is open, exclusive of weekends and legal holidays.

C. Time Limits

1. Since it is important that a grievance 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 between the Superintendent and the Association Co-President(s)
2. Failure of the grievant to timely file a grievance or to strictly adhere to all further time requirements in the grievance procedure shall constitute a waiver of such grievance and shall be a complete bar to arbitration.
3. Failure of the administration to respond within a time limit in the grievance procedure shall provide the grievant with the right to appeal the grievance to the next level of procedure.
4. A formal grievance to be considered under this Article must be filed within fifteen (15) days of the treatment, act or condition that forms the basis of the grievance.

D. Informal Procedure

If an employee feels that they may have a grievance, they must first discuss the matter with their building principal or immediate supervisor, in an attempt to resolve the grievance informally. If the grievance is the result of a decision or action of an administrator other than the building principal or immediate supervisor, the procedure shall be initiated at Level Two.

E. Formal Procedure

1. Level One

- a. If a grievant is not satisfied with the outcome of the informal procedure, they may present their claim as a formal grievance in writing to the building principal or immediate supervisor within the time limit in Section C.4 above.
- b. The building principal/immediate supervisor shall meet with the grievant and within ten (10) days after receipt of the written grievance, render their decision in writing to the grievant, with a copy to the Association Co-President(s).

2. Level Two

- a. If the grievant is not satisfied with the disposition of the grievance at Level One, they may, within ten (10) days after receipt of the decision, appeal their written grievance with the Superintendent.
- b. The Superintendent shall, within ten (10) days after the receipt of the appeal, meet with the grievant for the purpose of resolving the grievance.
- c. The Superintendent shall, within ten (10) days after the meeting, render their decision in writing to the grievant, with a copy to the Association Co-President(s).

3. Level Three

- a. If the grievant is not satisfied with the disposition of the grievance at Level Two, they may within ten (10) days after receipt of the decision, appeal their written grievance with the Superintendent and Board Chair
- b. The Board shall, at its next regularly scheduled meeting after receipt of the appeal (or, at the Board's discretion, at a meeting called to hear the grievance), meet with the grievant for the purpose of resolving the grievance.
- c. The Board shall, within ten (10) days after the meeting, render its decision in writing to the grievant, with a copy to the Association Co-President(s).

4. Level 4

- a. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after receipt of the decision, submit the grievance to arbitration by so notifying the Board Chair and the Superintendent in writing.
- b. The Superintendent/designee and the Association Co-President(s) /designee shall within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall be called upon to select an arbitrator in accordance with its Labor Arbitration rules.
- c. The arbitrator selected shall confer promptly with the representatives of the Board and the Association to schedule the arbitration rules.

- d. The arbitrator shall render their decision in writing to the parties within thirty (30) days of the hearing, setting forth their findings of fact, reasoning and conclusions on the issue(s) submitted. The arbitrator's jurisdiction is limited to interpretation and application of the express terms of this Agreement. The arbitrator shall be without power or authority to make a decision that violated the law of the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties, subject to judicial review as provided by law.
- e. The costs of the arbitrator and meeting space shall be shared equally by the Board and the Association.

F. Other Provisions

1. There shall be no reprisals against any participant in the grievance process.
2. A grievant may choose to be represented by the Association or by another person during informal procedure and Levels one, Two and Three. If the Association is not representing the grievant, it shall have the right to be present and to share its views at any meeting between the grievant and the administration.
3. All documents, communication and records generated in the grievance process shall be filed separately from the personnel files of the participants.
4. All meetings conducted pursuant to this Article shall be conducted in private or executive session, except as mutually agreed otherwise by the parties.
5. Grievances must be filed in writing on a form to be provided by the Board and approved by the Association. Grievances must include the signature of at least one-unit member

ARTICLE 20 SEVERABILITY

In the event that any provision of this Agreement is found to be in conflict with any state, federal or other applicable laws/regulations, such law(s)/regulation(s) shall prevail and such provisions of the Agreement shall be considered invalid and void. Such invalidity shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

ARTICLE 21 CLOTHING ALLOWANCE

- A The Board shall provide five (5) shirts for custodians each fiscal year, which they are required to wear at work. The Board will also reimburse custodians up to \$200 each year for appropriate work clothes, work boots or shoes, upon presentation of an appropriate receipt.

- B. The Board will reimburse LPNs up to \$200 each fiscal year for appropriate work clothing and shoes upon presentation of an appropriate receipt.
- C. An employee through the course of employment in RSU who had a loss of clothing or other personal property during the performance of their job responsibilities, employees will be reimbursed for such clothing or personal property.
- D. FLS Educational Technicians may be reimbursed for up to \$75.00 per year for a bathing suit for the weekly swims they do with students.

ARTICLE 22 RETIREMENT

- A. An employee who has worked continuously for RSU #16 (including service and one or more of the predecessor school units of Poland, Minot, Mechanic Falls or Poland Regional High School) for at least fifteen (15) years who notifies the Superintendent in writing by January 31st of their intention to retire at the conclusion of the contract year shall receive payment for up to thirty (30) accumulated sick leave days at the rate of \$100 per day. Payment shall be made in the last payroll of the fiscal year.
- B. An employee who has worked continuously for RSU 16 (including service and one or more of the predecessor school units of Poland, Minot, Mechanic Falls or Poland Regional High School) for at least (20) years who notifies the Superintendent in writing by January 31st of their intention to retire a the conclusion of the contract year shall receive payment for up to thirty (30) accumulated sick leave days at the rate of \$150.00 per day. Payment shall be made in the last payroll of the fiscal year.

ARTICLE 23 DURATION OF AGREEMENT

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with regard to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement. If the State of Maine minimum wage for support staff changes during this contract, due to new laws, then both parties agree to a limited contract reopening. This reopening would apply only to the salary scale so it can be renegotiated to meet the new legal standards .

This Agreement shall become effective July, 20¹23 or the date that is fully ratified thereafter, for all employees and shall continue in full force and effect until June 30, 2025.

Dated: 6/20/23

RSU 16 Board of Directors By: Mary Martin

Title: Board Chair

RSU 16 Education Association

For the Educational Support Unit By: M. Smith

Title: Chief Negotiator

Appendix A

Wage Rate Scale 2023-2025

5/12/23	Years	2022-2023	2023-2024	2024-2025
	0-2	15.88	16.67	18.01
	3 to 5	17.17	18.03	19.47
Administrative Assistant	6 to 8	18.47	19.39	20.94
	9 to 12	19.77	20.76	22.42
	13	21.07	22.12	23.89
	0-2	13.97	14.67	15.84
	3 to 5	14.88	15.62	16.87
Secretary	6 to 8	15.82	16.61	17.94
	9 to 12	16.76	17.60	19.01
	13	17.70	18.59	20.07
	0-2	14.40	15.12	16.33
	3 to 5	15.66	16.44	17.76
Educational Technician I	6 to 8	16.94	17.79	19.21
	9 to 12	18.22	19.13	20.66
	13	19.48	20.45	22.09
	0-2	15.12	15.88	17.15
	3 to 5	16.39	17.21	18.59
Educational Technician II	6 to 8	17.67	18.55	20.04
	9 to 12	18.95	19.90	21.49
	13	20.21	21.22	22.92

	0-2	16.11	16.92	18.27
	3 to 5	17.37	18.24	19.70
Educational Technician III	6 to 8	18.65	19.58	21.15
	9 to 12	19.94	20.94	22.61
	13	21.19	22.25	24.03
	0-2	13.04	13.69 Minimum Wage	14.79 Minimum Wage
	3 to 5	14.31	15.03	16.23
Food Service Staff	6 to 8	15.57	16.35	17.66
	9 to 12	16.85	17.69	19.11
	13	18.12	19.03	20.55
	0-2	14.22	14.93	16.13
	3 to 5	15.18	15.94	17.21
Food Service Manager	6 to 8	16.14	16.95	18.30
	9 to 12	17.09	17.94	19.38
	13	18.35	19.27	20.81
	Years	2022-2023	2023-2024	2024-2025
	0-2	15.54	16.32	17.62
	3 to 5	16.31	17.13	18.50
Custodian	6 to 8	17.10	17.96	19.39
	9 to 12	17.87	18.76	20.26
	13	19.43	20.40	22.03
LPN	0-2	15.26	16.02	17.30
	3 to 5	16.23	17.04	18.40

	6 to 8	17.21	18.07	19.52
	9 to 12	18.20	19.11	20.64
	13	19.18	20.14	21.75

Edited: Food Service salary scale (Minimum Wage)

Dated: 10/19/23

RSU 16 Board of Directors By: Mary Morte

Title: 10/23/23

RSU 16 Education Association

For the Educational Support Unit By: Micahelle Smith

Title: 10/19/23