

Bargaining Unit Contract

between the

MSAD No. 56 Educational Support Staff/  
MSAD #56 Education Association

and the

MSAD No. 56 Board of Directors

September 1, 2005 - August 31, 2008

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## PREAMBLE

This contract has been entered into by and between the MSAD #56 Teachers Association/MEA/NEA (hereinafter called the "Association") and the MSAD #56 Board of Directors (hereinafter called the "Board") of Searsport, Maine.

## **ARTICLE 1**

### **Recognition**

The MSAD 56 Board of Directors (hereinafter called the "Board") recognizes the MSAD 56 Teachers Association/MEA/NEA (hereinafter called the "Association") as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, and working conditions for its eligible employees of the bargaining unit consisting of bus drivers, custodians, secretaries, educational technicians, mechanic, assistant mechanic, maintenance, and cafeteria workers, including head cook, cooks, assistant cooks, servers, and cashiers, except those employees excluded under 26 M.R.S.A. Section 962(2).

## **ARTICLE 2**

### **Negotiations Procedure**

The Board shall meet with the Association for the purposes of collective bargaining in accordance with Chapter 9-A of Title 26, as amended.

## **ARTICLE 3**

### **Management Rights**

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



## **ARTICLE 4**

### **Checkoff Authorization**

- A. The Board shall deduct regular Association dues from the bi-weekly payroll checks of bargaining unit members who have signed authorization forms. Such authorization shall be ongoing unless revoked by the employee in writing on the Annual Payroll Authorization for Changes Form utilized by the Board. The Board shall forward all such dues so collected to the Association within fifteen (15) calendar days following the month in which deductions are made.
2. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), savings bonds, insurances, or any other plan or programs as approved by the Superintendent.
3. The employee shall have the responsibility to verify accuracy of information as it relates to Article 4 and shall communicate to the Superintendent's Office in a timely manner, not to exceed thirty (30) calendar days, regarding any errors or omissions. The Association shall fully indemnify and hold the District, Board and Superintendent harmless against any claims or suits of any nature which may arise by reason of the Board's compliance or non-compliance with the terms of this article.

## **ARTICLE 5**

### **Association Security**

- A. The Board agrees to provide a copy of the School Board agenda and the minutes of each meeting to the Association President at the same time that the press is notified.

## **ARTICLE 6**

### **Probationary Period**

All newly-hired employees shall serve a twelve-month probationary period. During the probationary period, the employee shall not be a member of the unit and shall not be covered by this Contract until he/she has satisfied the probationary period. Probationary employees shall have their wages and benefits as follows until such time as they are included in the bargaining unit:

1. Probationary employees will be eligible to enroll in the District's health insurance plan in accordance with the requirements of the insurance carrier and Article 11 of this contract.

2. Probationary employees will be eligible for all appropriate paid holidays during the probationary period.
3. Probationary employees may accumulate sick leave at a rate of 1.25 days per month or fifteen (15) days per year in accordance with Article 14, Section 2a .
4. Probationary employees will not be eligible for course reimbursement until the end of the probationary period.

## **ARTICLE 7**

### **Grievance Procedure**

#### **A. Purpose**

For purposes of this Agreement, the following procedure is to secure, at the lowest possible level, equitable solutions to disputes between the parties as to the meaning or application of the specific terms of the Agreement. Both parties agree that the proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

#### **B. Definitions**

1. A "grievance" is an alleged violation of this Agreement on any dispute with respect to its meaning or application.
2. The "aggrieved" is the person or persons and/or the Association making the claim.
3. A "party in interest" is the person or persons and/or the Association 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 calendar days.

#### **C. Time Limits**

1. Since it is important that grievances be processed as rapidly as possible, the number of days 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.
2. A grievance will be deemed waived unless submitted in writing within thirty (30) days after the aggrieved person first knew or should have known of the events or conditions constituting the alleged grievance.

3. Time is of the essence in the filing and processing of all grievances under this Article. Failure on the part of the aggrieved to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance shall constitute a waiver of any grievance. No arbitrator shall have the authority to waive, amend, modify, interpret or adjust the time requirements set forth herein.

#### D. Informal Procedure

If an employee or the Association feels that there may be a grievance, the grievance shall first be discussed with the immediate supervisor or other appropriate administrator in an effort to resolve the problem informally.

Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this agreement and the Association has been given reasonable opportunity to be present at any meeting of the parties called for the resolution of the grievance.

#### 5. Formal Procedure

If an aggrieved party is not satisfied with the outcome of the informal procedure, they may present the claim as a formal grievance.

##### 1. Level One - Supervisor

- a. If an employee or the Association feels that there is a grievance, the grievance may be presented to the Supervisor or the Supervisor's designee in writing within thirty (30) days of the alleged violation.
- b. The supervisor or designee shall, within ten (10) days after receipt of the grievance, render a decision and the reason(s) therefore in writing to the aggrieved. A copy of the decision will be given to the Association.

##### 2. Level Two - Superintendent of Schools

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level One, the grievance may, within five (5) days after the decision is rendered or within ten (10) days after the formal presentation, be filed with the Superintendent of Schools.
- b. The Superintendent shall, within ten (10) days after receipt of the written grievance, meet with the aggrieved for the purpose of resolving the grievance.

A record of the meeting shall be kept by the Superintendent and made available to the Association upon written request.

- c. The Superintendent shall, within five (5) days of the meeting, render a decision to the aggrieved and the Association.

3. Level Three - Board of Directors

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, the grievance may, within five (5) days after the decision is rendered or within ten (10) days after the meeting be filed with the Board.
- b. At no point prior to the official meeting with the Board, at which time the grievance is being reviewed, shall the employee concerned discuss the grievance with members of the Board.
- c. The Board shall within thirty (30) days after receipt of the grievance meet with the aggrieved for the purpose of resolving the grievance.
- d. The Board shall within five (5) days after such meeting, render its decision and the reasons therefore to the aggrieved and the Association.

4. Level Four - Impartial Arbitration

- a. If the Association determines that there is no satisfactory resolution to the grievance at Level Three it may, within ten (10) days after the decision or within fifteen (15) days after the Board meeting, notify the Board that the grievance is being submitted to arbitration.
- b. The Chairman of the Board and the President of the Association and/or respective designees shall within five (5) days following the notice referred to in paragraph "a" above meet and 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 following the meeting, they shall immediately request the American Arbitration Association to assist in selecting an arbitrator. If the services of the American Arbitration Association are used the parties agree to abide by the rules and regulations of the American Arbitration Association. The arbitrator shall be without power or authority to make a decision which requires the commission of an act prohibited by the law or which violates the Agreement. The decision of the arbitrator shall be final and binding upon both parties subject to judicial review. The costs for the services of the arbitrator shall be borne equally by the Association and the Board.

6. No Reprisals

No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by means of such participation.

G. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed in the personnel files of an individual aggrieved.
2. All documents related to a grievance filed by the Association shall be kept in a non-personnel file.
3. All meetings under this procedure shall be conducted in private and shall include only parties in interest and their designated or selected representatives, heretofore referred to in the Grievance Procedure.
4. Nothing in the Article denies the right of the employee to secure advice, counsel, and representation from the Association or other source concerning the alleged grievance.

**ARTICLE 8**

**Hours of Work**

- A. Recognizing that the nature of some of the positions covered in the bargaining unit require "down time" during the school day, the Board will make a reasonable effort to keep the work hours on school days as close to consecutive hours as possible.
- B. The Board or its agent shall set the hours of all employees. Under normal circumstances the daily hours of work for full-time employees shall be:
- |                            |         |
|----------------------------|---------|
| 1. Educational Technicians | 7 hours |
| 2. Bus Drivers             | 8 hours |
| 3. Custodians              | 8 hours |
| 4. Bus Driver/Mechanic     | 8 hours |
| 5. Secretaries             | 8 hours |
| 6. Bus Driver/Custodian    | 8 hours |
| 7. Maintenance             | 8 hours |
- C. The normal work week shall be five (5) days, Monday through Friday. However, in order to provide the necessary services in meeting the needs of the district, it may be necessary from time to time, to schedule an employee for work on a Saturday or Sunday. Every

reasonable effort will be made to provide the employee with as much advance notice as possible and in no event shall notice be less than seven (7) calendar days except for emergency situations such as postponements requiring rescheduling. A weekly schedule shall be distributed each Thursday for the following week which will identify special schedule changes for bus drivers and custodians.

- D. Full-time employees work schedules will normally provide for two (2) rest periods during each work day.
- E. All full-time employees shall be granted an unpaid lunch period during each work day. Whenever possible, the lunch period shall be scheduled near the middle of each work schedule.
- F. Scheduling shall be at the sole discretion of the Board or its agent so that the interests of the district are met. Holidays shall be counted as days worked. Overtime for hours worked in excess of forty (40) hours per week shall be at the discretion of the superintendent. No overtime will be permitted without the prior approval of the superintendent, or his/her designee.
- G. Under normal circumstances, bus drivers will maintain a regular schedule and route. It is understood that the schedule may require "down time" and that the route may change due to changes in district needs.
- H. Any support staff employee called to work by his/her supervisor after completing his/her normal work schedule, or on a nonwork day, shall be paid for a minimum of three (3) hours. The pay for the three (3) hours shall be at the regular rate of pay or overtime, depending upon the number of hours the employee has worked that week.
- I. Every reasonable effort shall be made to notify employees if they are scheduled to work and work is not available because of storms or emergency situations.
- J. In consideration for each bus driver that has a bus with an engine heater, the Board shall provide said driver with an annual payment of one hundred (\$100.00) to defray the cost of electricity.
- K. Employees may use any of the following accrued days if school is called off due to weather: vacation days, sick days, personal days.
- 12. Regular school year bus runs (i.e., morning, noontime, and afternoon) will be offered to the most senior bus driver first, as the bus runs become available. This provision does not apply to temporary vacancies.
- 13. If job related training and education is not scheduled for employees on up to two (2) in-service days, and the employee is not required to perform his/her regular duties which are

necessary for the operation of the school, the employee shall not be required to attend and shall be entitled to use vacation, personal or sick pay for up to two (2) days.

14. Employees will not be required to carry pagers or be on call during non-working hours. It is understood that employees may be available for call back after normal working hours according to the terms of this article.

## **ARTICLE 9**

### **Seniority**

#### A. Definition

Seniority means the employee's length of continuous service with the Board since the employee's last date of hire. Seniority will be used for vacation selection or consideration in other procedures such as layoff.

#### B. Seniority Lists

On September 15 a copy of the seniority list shall be forwarded to the local Association. The Seniority List shall be considered to be final during the year if it is not challenged by the Association within thirty (30) days after it is made available to the Association.

#### C. Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, retirement, and discharge. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service. Time on all leaves other than sick leave shall not be counted towards length of service, but all time before and after said leave shall be counted.

#### D. Promotions

The term promotion, as used in this provision, means the advancement of an employee to higher paying position - or at the employee's request - to a position that the employee considers to be in his or her best interest regardless of the rate of pay.

Whenever a job opening occurs - other than a temporary opening - as defined below in the job classifications covered by this Contract, a notice of such opening shall be posted on the bulletin board for five (5) working days.

During this period, employees who wish to apply for the open position or job - including employees on layoff - may do so. The application shall be in writing and shall be submitted to the employee's immediate supervisor. The Board shall consider applicants with the

longest continuous service by classification or department, as well as their attendance record, skill and ability, and work record.

E. Consolidation or Elimination of Jobs

1. In the event the Board determines that position(s) need to be eliminated, the Superintendent shall notify the Association and the affected employee(s) within thirty (30) calendar days of the decision to eliminate a position.
2. In the event of a layoff, the employee whose position is to be eliminated may displace the employee with the least seniority in his/her current classification, or in any other classification in which he/she has satisfactorily served. A full-time employee shall not be required to displace a part-time employee, but may displace the least senior full-time employee.
3. Employees having equal seniority shall be laid off according to the following criteria:
  - a. skill and ability
  - b. work record
4. An employee who receives notice of a lay off shall be granted an additional three (3) days leave of absence with pay to apply and interview for other positions.

F. Recall

Employees shall be recalled from layoff using the same criteria as used for layoff. Notification of such recall shall be by certified mail. The Superintendent shall notify the Association within three (3) working days of all employees who are to be recalled.

No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

All benefits to which the employee was entitled at the time of layoff, including unused accumulated sick leave, shall be restored upon return to active employment.

Any employee who is laid off shall be on the recall list for a period of two (2) years from the date of separation from MSAD #56.

G. Transfers

Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.

**ARTICLE 10**

**Wages**

- A. Employees shall be paid bi-weekly on Friday. In the event that Friday is a holiday or is observed as a holiday, the preceding work day shall be the pay day for that payroll period.
- B. Employees shall be compensated in accordance with the Schedule A unless modified elsewhere.

**ARTICLE 11**

**Insurance**

- A. The Board shall provide Workers' Compensation coverage for all employees. If an employee is eligible for Workers' Compensation payments, he/she shall be eligible for sick leave pay subject to the available sick leave at that time. An employee shall receive the difference between his regular daily net after tax take home rate of pay and the amount of workers compensation. Such sick leave pay shall be deducted on a prorated basis until sick leave is exhausted. Any excess payments received from sick leave before workers' compensation payments begin shall be returned to the Board.
- 2. The Board agrees to contribute the following for Choice Plus or comparable Major Medical Coverage and to provide pre-tax deductions, under Chapter 125, for support staff paying a share of the coverage:

Coverage	% of cost 2005-06	% of cost 2006-07	% of cost 2007-08
Single membership	90%	90%	90%
Two person	89%	89%	89%
Adult/child(ren)	85%	85%	85%
Family	85%	85%	85%

If support staff members choose to remain in the Standard Plan, they will be responsible for any additional premium costs over and above the cost of the Choice Plus plan.

Part time employees, those working more than twenty (20) and up to twenty-five (25) hours per week, will be provided 90% single subscriber health insurance paid by the Board. They may subscribe to dependent coverage at their own expense. Current part time employees shall continue to be eligible to receive full time employees' health insurance benefits.

Health insurance benefits and applicable rates remain in effect throughout the summer months. School year employees continue to pay their share of the premiums.

- C. The Board reserves the right to select the carrier after consultation with the Association.
- 4. The district will offer a cash payment of \$1,500 in lieu of an employee subscribing to a district health insurance plan. On an annual basis, in September, in order to take advantage of the \$1,500 cash in lieu of medical insurance, written proof of insurance must be presented to the Superintendent. Further, he/she must agree that he/she shall remain insured throughout that year.

## **ARTICLE 12**

### **Holidays**

The Board shall grant the listed paid holidays subject to the conditions being met. In order to be eligible for holiday pay, the holiday must be within the scheduled work year of the employee. If a holiday falls on either a Saturday or Sunday, it shall be observed on either the preceding Friday or the following Monday at the discretion of the Board.

Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans Day	Washington's Birthday
Thanksgiving Day	Patriot's Day
Day after Thanksgiving	Memorial Day
Christmas	Independence Day

**SIDE AGREEMENT:** The parties agree that if, during the term of this contract, September 11<sup>th</sup> becomes a federal and state holiday when schools are required to close, it will be added as a paid holiday in accordance with Article 12.

## **ARTICLE 13**

### **Vacation**

- A. Vacation time shall normally be granted during the summer months or other times when school is not in session. However, vacation time may be taken at other times with two (2) weeks prior written approval of the Superintendent. Vacation days shall

be pro-rated and accrued per quarter from the employee's anniversary date (date of hire).

- B. Paid vacation time shall be equivalent to the normal weekly hours worked or the average number of hours worked per week or forty (40) hours whichever is less. Employees who work in more than one classification shall receive pro-rated pay determined by the percentage of time worked in each classification averaged over the course of the year.

Years of continuous Service	Bus drivers, Secretaries, Custodians, Mechanics, Maintenance, Food Service, Ed Techs
1 year	5 days
2-5 years	10 days
6-10 years	13 days
11-15 years	15 days
16+ years	20 days

Employees eligible for such vacation who have 20 or more years of continuous service, will receive a lump sum longevity bonus of \$300 to be paid on the first pay period in December.

- C. Any employee who is laid off, retired, or separated from the service of the Board for any reason, prior to taking his/her vacation, shall be compensated for the unused vacation which has been accumulated at the time of separation.
4. Vacation will be calculated based on the employee's date of hire to their anniversary date by MSAD #56 and will be used within the following year.

**ARTICLE 14**

**Leaves**

A. PAID

1. Personal Leave

Each employee shall be entitled to up to three (3) days personal leave. Request of the appropriate supervisor shall be made at least three (3) days, or one week if possible, before taking such leave (except in emergencies) or when school is closed at short notice. Leave under this section shall not be used for recreational purposes or to

extend holidays or vacation periods. Exceptions may be made at the Superintendent's discretion.

2. Sick Leave

a. All employees shall receive up to a maximum of fifteen (15) sick days accumulative to one hundred fifty days (150) days for any school year. Pro-rated sick leave shall be based on the employee's normal work day. Sick leave shall not be used under the following circumstances:

- (1) elective surgery
- (2) non-emergency surgery, unless with the prior approval of the Superintendent of Schools
- (3) family illness unless the presence of the employee is of a compelling nature.

b. Any employee who is injured while working at other employment not connected with his school employment shall not be eligible for sick leave benefits under this article.

3. The sick leave bank shall be administered by the Sick Bank Committee. The Committee shall be comprised of the Superintendent, an administrator selected by the Superintendent, and a support staff employee selected by the Association. In the event that the Committee cannot agree as to the disposition of a sick bank leave request, the Superintendent shall make the final decision.

Each employee who wishes to become a member of the sick leave bank shall contribute one (1) day from his/her accumulated personal sick leave to a sick leave bank on the first work day of each year. When an employee uses up his/her accumulated personal sick leave, he/she may draw on the sick leave bank if he/she can satisfy the conditions outlined below:

a. To qualify for sick leave from the sick leave bank, an employee must have:

- (1) Voluntarily contributed one (1) day of his/her own personal sick leave during that year.
- (2) Used all his/her personal sick leave.
- (3) Provided medical documentation satisfactory to the Superintendent of the need for sick bank leave.
- (4) The period of illness must have extended ten (10) days or more. Use of the sick bank is limited to serious illness or disability.

- b. Members withdrawing sick leave days from the bank will not have to replace these days, except as a regular contributing member of the bank.
- c. Employees must notify the Superintendent's Office if they wish to contribute, by the end of the first full week of school each fall.
- d. Sick leave days contributed to the bank may not be withdrawn if the member, at a later date, leaves the employ of the Board.
- e. A member who uses the sick leave bank must contribute a sick leave day to the bank the following year.

Restrictions:

Upon application and approval, a member may draw a maximum of fifty (50) days from the sick leave bank. The actual number of days a member receives shall be decided on a case-by-case basis. In no case shall a member draw more days from the sick leave bank than four (4) times the member's equity in accumulated personal sick leave. Equity in accumulated personal sick leave will be determined at the beginning of a non probationary employee's sickness. The maximum number of sick leave days in the aggregate shall be one hundred and eighty (180) working days.

4. Jury Duty

Employees shall be granted a paid leave of absence any time they are required to report for jury duty or jury service during a normal working day. Employees excused from jury duty during normal work hours shall report back to their places of employment promptly except when the employee is required to serve on jury duty for more than six hours in one day; then the employee shall not be required to report to work for that day. Employees shall reimburse the Board for any pay received for jury duty, the intent of which is to assure that the employee receives no more than his regular daily rate of pay.

5. Bereavement Leave

- a. In the event of death in the employee's immediate family-spouse, children, parent, sister, brother or grandparent or others as approved after consultation with the Superintendent - the employee shall be granted up to five (5) days leave of absence with full pay for each single death providing that the lost time falls within the work week of the employee. Two additional days may be granted at the discretion of the Superintendent.

- b. With prior written approval of the Superintendent, bereavement leave of up to two (2) days, to be deducted from sick leave, will be allowed for the death of other relatives.

B. UNPAID

1. Reasonable Purpose

Leaves of absence, for a limited period not to exceed six months, may be granted for any reasonable purpose, as determined by the Board or its agent, and such leave may be extended or renewed for any reasonable period at the discretion of the Board. An individual granted a leave of absence shall return to a position in his/her original job classification.

2. Military Service

Any employee who is a member of a reserve unit of the United States or the State of Maine and who is ordered by the appropriate authorities to attend a training period or perform other duties as part of the yearly reserve training period of seventeen (17) days, shall be granted leave during the period of such activity.

**ARTICLE 15**

**Examinations**

- A. The Board may require each employee to have an annual physical and such requirement shall be promptly complied with. Examinations shall be taken during other than working hours.
- B. The Board reserves the right to select its own physician at no cost to the employee. Should an employee wish to be examined by a physician of his/her choice in lieu of the Board's fully paid examination, the Board shall reimburse the employee for his/her cost, subject to a maximum amount of forty dollars (\$40) annually.
- C. The Board shall require each employee to have a physical examination prior to being removed from probationary status. The employee will be expected to demonstrate and to be certified by the examining physician that there is no physical disability that would prevent the employee from carrying out the requirements of his/her job description.

**ARTICLE 16**

**Miscellaneous Provisions**

A. Copies of this Contract shall be printed at the expense of the Board within thirty (30) days after the Contract is signed. Copies of this Contract shall be presented to all employees now and hereinafter employed.

B. Whenever any notice is required to be given by either of the parties to this Contract to the other, pursuant to the provisions of this Contract,

1. If by the Association, to the Board in care of the Superintendent; or,
2. If by the Board, to the Association in care of the President.

C. Association Bulletin Board

The Board, within reason, agrees to furnish and maintain a suitable bulletin board to be used by the Association in each building. The Association shall limit its posting of notices and bulletins to such bulletin board.

D. Work Rules/Job Description

1. The Board agrees to furnish each employee in the bargaining unit and the Association with a copy of any and all existing work rules as soon as they become effective. New employees shall be provided with a copy of the rules at the time of hire.
2. Employees shall comply with all existing rules that are not in conflict with the terms of this Contract.
3. The Board agrees to provide each employee in the bargaining unit with a copy of his/her job description.

E. Uniforms and Protective Clothing

The employer shall provide each employee in the specified classification with the following:

1. suspension seats for all regularly used buses; and,
2. appropriate safety gear and equipment for the task being performed.
3. The Board of Directors shall purchase three (3) sets of coveralls annually for the mechanic at the beginning of the school year.

F. Cafeteria workers shall be compensated for hours worked if requested by the Superintendent of Schools or Supervisor to attend relevant training and workshops. The costs of such training and workshops shall be paid by the District.

- G. After ten (10) years of continuous service, retiring employees will be eligible for thirty (30) days of accumulated sick leave @ \$50.00 per day.
- H. Six months prior to the expiration of this contract, a committee will be formed to look at the internal structure of the pay scale and compensation for employees whose educational requirements increase.

## **ARTICLE 17**

### **Reimbursement**

- 1. Course reimbursement of up to the equivalent of 6 credit hours at UMO without books or 3 credit hours at UMO with books, is contingent upon a "B" or better grade average or PASS if course is based on pass/fail grade. If the option of a grade or pass/fail is available, the employee will choose the grade. All courses must have prior approval of the Superintendent.

- 2. Mileage Reimbursement

When it is required by a supervisor that an employee use his or her vehicle on the job, the employee will be reimbursed on the basis of actual mileage at a rate of \$.04 below the prevailing IRS rate, and this rate shall be adjusted at the beginning of each school year.

- 3. License Reimbursement

Any employee shall, upon request, be reimbursed for reasonable costs of licensing, courses, tests, and other requirements necessary to maintain current certification or state licensing if not paid from other sources.

NOTE: The Board agrees to pay any additional cost for bus licensure above the regular cost for a State of Maine driver's license. The cost for a State of Maine Class C Driver's License is the responsibility of the employee.

Employees whose licensure is paid by MSAD #56 are expected to continue employment with MSAD #56 for at least twelve (12) months. In the event that said employee's employment terminates prior to twelve months, the employee will be expected to reimburse MSAD #56 for the cost of that license. The cost of that license will be deducted from the employee's last payroll check.

- 4. An employee who is required by the District to attend training shall be compensated at his/her regular hourly rate for the actual time spent training.

5. An employee who participates in training that is job related, but not required by the Board, may be reimbursed by the Board for the cost of the training if he/she obtains prior approval from the superintendent for reimbursement.

## **ARTICLE 18**

### **Evaluation**

- A. Employees shall be evaluated by their immediate supervisor using a uniform evaluation form, which reflects the skills and abilities required for the position, with space provided on the form for the employee to provide input.
- B. When an employee is not meeting the expectations for his or her position, the supervisor shall include in the evaluation recommendations for improvement or development.
- C. At least two (2) evaluations shall be completed during the probationary year, and more evaluations may be done at the supervisor's discretion.
- D. All non-probationary employees shall be evaluated at least once per year, and more evaluations may be done at the supervisor's discretion.
- E. Employees shall have a right to a conference with their evaluator to discuss their evaluation.
- F. All complaints regarding an employee made to the administration by any person, student or other person shall be promptly investigated and called to the attention of the employee. The employee shall be given the opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaints.
- G. No complaint will be used in the evaluation or discipline of an employee unless the complainant is identified at the time of the complaint and the allegation promptly investigated.
- H. If a complaint is withdrawn or found lacking in merit, the matter shall not be used in any manner as an evaluation, disciplinary action, or in future consideration by the Board in reference to the employment of the employee.

## **ARTICLE 19**

### **Discipline And Discharge**

- A. Discipline

For matters of a less serious nature as determined by the Board's agent, its disciplinary action or measures shall normally include the following:

1. Oral reprimand
2. Written reprimand (a written follow-up by the appropriate administrator shall occur after one year upon the request of the employee)
3. Suspension either with or without pay (notice to be given in writing)
4. Discharge

For matters of a more serious nature as determined by the Board's agent, the less severe steps may not be utilized prior to suspension and/or discharge.

If the employer has reason to discipline an employee, it shall be done in as confidential a manner as is possible. No such discipline shall be without just cause.

**B. Discharge**

If the employer feels that there is a reason for discharge, the employee may be suspended without pay for five (5) working days. In such a case, the employee and the President of the Association will be notified in writing that the employee has been suspended and is subject to discharge.

## **ARTICLE 20**

### **Savings Clause**

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

## **ARTICLE 21**

### **Duration of Contract**

- A. This Contract shall be effective as of September 1, 2005 except as otherwise specifically stated in this Contract, and shall continue in effect through August 31, 2008.

- B. This Contract incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. It is agreed that all negotiable items have been discussed during the negotiations leading to this Agreement and that no additional negotiations on this agreement shall be conducted on any item whether contained herein or not, except as otherwise specifically provided herein.

In witness thereof, the parties have caused this Contract for the 2005 - 08 school years to be signed by their respective representatives, this 29<sup>th</sup> day of September, 2005.

MSAD 56 BOARD OF DIRECTORS

MSAD 56 SUPPORT PERSONNEL

By \_\_\_\_\_  
Chairman

By \_\_\_\_\_

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_

SCHEDULE A  
YEAR 2005-2006

	Secretaries	Bus Drivers	Mechanic	Custodians	Maintenance	Ed Tech II	Ed Tech III	Cooks
1-3 Years	10.86	12.40	14.45	10.86	11.54	10.61	10.83	10.10
4-7 Years	11.73	12.65	14.70	11.48	12.09	11.84	12.06	10.67
8-10 Years	12.33	12.89	14.94	11.85	12.59	12.44	12.69	11.32
11-15 Years	13.13	13.69	15.74	12.70	13.19	13.01	13.24	11.96
16+ Years	13.51	15.04	17.09	13.51	13.84	13.25	13.50	12.60

YEAR 2006-2007

	Secretaries	Bus Drivers	Mechanic	Custodians	Maintenance	Ed Tech II	Ed Tech III	Cooks
1-3 Years	11.11	12.65	14.95	11.11	11.79	10.86	11.08	10.35
4-7 Years	11.98	12.90	15.20	11.73	12.34	12.09	12.31	10.92
8-10 Years	12.58	13.14	15.44	12.10	12.84	12.69	12.94	11.57
11-15 Years	13.38	13.94	16.24	12.95	13.44	13.26	13.49	12.21
16+ Years	13.76	15.29	17.59	13.76	14.09	13.50	13.75	12.85

YEAR 2007-2008

	Secretaries	Bus Drivers	Mechanic	Custodians	Maintenance	Ed Tech II	Ed Tech III	Cooks
1-3 Years	11.36	12.90	15.45	11.36	12.04	11.11	11.33	10.60
4-7 Years	12.23	13.15	15.70	11.98	12.59	12.34	12.56	11.17
8-10 Years	12.83	13.39	15.94	12.35	13.09	12.94	13.19	11.82
11-15 Years	13.63	14.19	16.74	13.20	13.69	13.51	13.74	12.46
16+ Years	14.01	15.54	18.09	14.01	14.34	13.75	14.00	13.10

Longevity: Additional \$.25/hour for 20+ years of service to MSAD #56  
Additional \$.25/hour for 25+ years of service to MSAD #56

Assistant Mechanic: .50 on Bus Driver scale

These rates are effective as of September 1 of the year indicated on the appropriate schedule, or, in the case of employees who work less than 52 weeks per year, as of the commencement of their work year.

This experience is for the beginning of each time period, i.e. a person is at step 2 beginning with his/her 4th year of employment through the end of his/her 7th year of employment.

Step increases will be paid as of the employee's anniversary (date of hire).

Head Cooks: + \$ .20/hour

Employees will be paid bus scale when driving and custodial scale when doing custodial work.

There will be no shift differentials.

Employees who have had prior comparable and relevant experience for the position applied for may be credited for purposes of placement on the salary scale, if documented and approved by the Superintendent. Credit for prior experience shall be for purposes of salary placement only.