

**COMPREHENSIVE AGREEMENT
BETWEEN**

**THE
MOOSABEC COMMUNITY SCHOOL
DISTRICT**

AND

SCHOOL UNION NO. 103 BOARDS

AND THE

**MOOSABEC EDUCATIONAL SUPPORT
STAFF ASSOCIATION**

2021-2024

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ARTICLE I

DEFINITIONS

- **EMPLOYEE**

The term "Employee" or "Bargaining Unit Member" includes any person holding a position as included in Recognition Clause.

- **DAYS**

The term "days" when used in this agreement, except where otherwise indicated, shall mean an employee's scheduled workdays. For grievance purposes, "days" shall mean work days.

- **SUPERINTENDENT**

The title Superintendent shall indicate the Superintendent of Schools or his/her designee.

- **BOARD**

The Moos-a-bec joint Board, acting as authorized by the Moosabec C.S.D., Jonesport, and Beals School Boards. Said Board may act through its chairperson, any committee thereof, its Superintendent or any other representative authorized to act for in any particular situation or class of situations.

- **PAID LEAVE OF ABSENCE**

Paid Leave of Absence means that a bargaining unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, and receive credit for annual salary increments provided during his/her leave.

- **DEPENDENT**

Dependent means any spouse, domestic partner, or other person for which the bargaining unit member has physical or legal custody.

- **CENTRAL OFFICE**

Employees of School Union No. 103, including but not limited to the Superintendent's Administrative Assistants.

- **ASSOCIATION**

Support Staff Moos-a-bec Teachers Association. Said Association may act through its President or any committee thereof or any other representative authorized to act for it in any particular situation or class of situations

ARTICLE II PREAMBLE

In consideration of the following covenants, it is hereby mutually agreed as follows:

Whereas, the School Board (hereinafter referred to as "Board") and the Association (hereinafter referred to as "Association") desire to establish a constructive, cooperative and harmonious relationship; to avoid any interruption or interference with the operations of the school; to promote effective learning and quality of work life towards the accomplishment of the missions of the School; and to establish an equitable and peaceful procedure for the resolution of differences;

Therefore, this Agreement by and between the parties is entered into as of _____ day of June 2019.

ARTICLE III RECOGNITION

The Board, hereby recognizes, the Support Staff Moosabec Teachers' Association/MEA/NEA, as the sole and exclusive bargaining agent, as defined in 26 M.R.S.A. 962, of a unit consisting of employees of Moosabec C.S.D., the Jonesport School Committee, and the Beals School Committee in the following positions:

- educational technicians I,
- educational technicians II,
- educational technicians III,
- administrative assistants,
- secretaries,
- facilities-custodial/maintenance,
- bus drivers,
- food service managers,
- and food service employees.

This agreement excludes employees of the Central Office.

ARTICLE IV NON-DISCRIMINATION

The Board and the Association agree that they will not discriminate against employees on the basis of: race, creed, color, gender, sexual orientation, physical or mental disability, Association activity, marital status, age, national origin, or any other characteristic protected by law.

It is recognized that sexual harassment in all its forms is a type of sexual discrimination and is unacceptable conduct. Sexual harassment will not be condoned or tolerated by the Association or the school district.

ARTICLE V **PROBATIONARY PERIOD**

All new hires shall serve a probationary period of twelve (12) months from the date of hire, (in order to be considered a month, the employee needs to work in their job classification during these months) will no longer be considered probationary employees after that time.

ARTICLE VI **ASSOCIATION RIGHTS**

- ASSOCIATION USE OF SCHOOL FACILITIES
 - The Association shall be permitted to transact official Association business on school property as long as it does not interfere with employee work schedule.
 - The Association shall have the right to utilize existing employee mailboxes and email for the distribution of written communications to its members. Further, the Association shall be permitted to post notices, announcements, and information leaflets in areas primarily used to communicate messages to employees.
- ASSOCIATION/BOARD COMMUNICATIONS
 - The Superintendent shall email the Association President an electronic copy of all School Board meeting agendas and minutes of all School Board meetings.
 - In the event the School Board calls an emergency meeting, the President of the Association shall be notified at the same time and in the same manner as School Board members.
 - The Board shall provide the Association electronic access to its Board Policies on the Moos-a-bec Community School District/School Union 103 official website and a hard copy.
- PARTICIPATION IN LEGAL PROCEEDINGS

Whenever any representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, mediation, fact finding, arbitration, prohibited practice complaints or any hearing before the Maine Labor Relations Board, he or she shall suffer no loss in pay.
- RIGHT TO SPEAK AT EMPLOYEE MEETINGS

The Association may, upon request, be granted at least fifteen (15) minutes immediately following any employee meeting scheduled outside of the regular school day to speak to its members and other employees covered by this collective bargaining unit.

- The Board agrees that it shall not directly or indirectly interfere with the rights of employees to be members of the association, participate in any association activities, or exercise the rights included in this collective bargaining agreement.
- Notice to Appear Before Moos-a-bec Community School District/School Union 103. Whenever any employee is required to appear before the Board concerning any matter that could adversely affect the continuation of that employee in his/her position, or employment or the wages pertaining thereto, then he/she shall be given written notice of the reasons prior to the requested date of appearance and shall be afforded the right of association representation during such meeting.
- At the beginning of each school year the Association shall notify the superintendent and the Committee of the names and positions of Association representatives and officers designated to conduct business on behalf of the members of the bargaining unit. In addition to these representatives, The Maine Education Association reserves the right to designate members of its staff to provide counsel and other representational services as needed.

ARTICLE VII MEDICATION AND MEDICAL PROCEDURES

- No employee shall be required to administer or dispense any prescription medication to a student or perform any medical procedure upon a student other than rendering emergency first aid unless specified in their job description.
- Any such employee who administers medication shall be provided with adequate training regarding the medication or medical procedure.
- The Board shall indemnify and hold harmless the employee against any claims resulting from required administration of prescribed medication or performance of authorized medical procedures to the extent required under the Maine Tort Claims Act.

ARTICLE VIII JUST CAUSE

No employee who has completed the probationary period shall be reprimanded in writing, terminated, or suspended without just cause.

In the event an employee is called before the Superintendent or the Board concerning a matter that could lead to discipline, the employee shall receive reasonable prior notice and the reasons for such meeting, and the employee shall be entitled to have an Association representative present.

ARTICLE IX

WORK WEEK AND WORK SCHEDULE

- WORK YEAR, WORK WEEK, WORK DAY

- Work Year

The normal work year shall be defined as 52 weeks. The normal work year for school year employees will continue to be 37 weeks.

Full Year Full-Time	Full Year Part-Time	School Year Full-Time	School Year Part-Time	Bus Drivers/ Custodial Full-Time
260 Days 40 Hours/Week	260 Days < (Less Than) 30 Hours/Week	175+ Days 30 Hours/Week	175+ Days < (Less Than) 30 Hours/Week	175 Days School Year

- Work Week and Work Day

Full-time custodians shall work a regularly scheduled forty (40) hours per week, consisting of eight (8) consecutive hours interrupted only by a meal period per day.

The normal work week shall be five (5) days, Monday through Friday.

Work Days for school year employees

	Head Bus Driver s	Bus Driver s/ Van Driver s	Ed Tech s	Food Service Manage r	Food Service Assistan ts	School Secretari es	Transportati on Admin. Asst.	Librar y Media Tech	Technolo gy Specialist s
School Days	175	175	175	175	175	175	175	175	175
Holidays *	11	11	11	11	11	11	11	11	11
Workshops	2	2	3	3	2	1	5	3	5
Extra Days	1	0	0	3	2	6	28	5	5
Total Days	189	188	189	192	190	193	219	194	196

- OVERTIME

- The Board shall equitably distribute opportunities for overtime work among qualified employees in the affected classification(s). There shall be no mandatory overtime.
- The Board shall not unilaterally curtail the scheduled hours of work of an employee during a work week in which the employee has previously worked hours outside of his/her regular work schedule in order to avoid overtime pay or compensatory time.
- Employees required by the Board to be in active pay status more than forty (40) hours in any work week shall be compensated for such time over forty (40) hours at one and one-half (1 ½) times the base rate of pay.
- In the computation of eligibility for overtime pay, any hours paid for but not worked which are included in the regular work schedule shall be counted.

- **STORM AND OTHER RELEASE DAYS**

Employees reporting to work shall be paid for their regularly scheduled hours if there is a late start or early closing.

- **HOLIDAYS**

- Holiday pay for an unworked holiday shall be computed on the basis of the employee's normal hourly rate of pay for the number of straight-time hours the employee would have normally worked had the day not been a holiday. The following days will be considered paid holidays if they fall within the employee's regular work year:

Labor Day
Indigenous Peoples' Day
Veterans' Day
Thanksgiving Day, plus the day before Thanksgiving
Christmas Day, plus one additional day
New Year's Day
Martin Luther King Day
Presidents Day
Patriots Day
Memorial Day
Independence Day

- Whenever any of the holidays above fall on a Saturday, the preceding Friday shall be observed as a holiday. Whenever any of the holidays listed above fall on a Sunday, the succeeding Monday shall be observed as a holiday.
- An employee who is regularly scheduled to work on a day designated as a holiday shall receive pay at his/her basic hourly straight-time rate times the number of hours regularly scheduled on that day.

- Holiday pay is in lieu of other paid leave to which an employee might otherwise be entitled on the employee's holiday.

ARTICLE X VACATIONS

Vacation days will be based on the number of days the employee works per year according to the chart below. Vacation days are to be used when students are not present and scheduled with advance approval of the employee's supervisor:

87 – 111	5 days
112 – 136	6 days
137 – 161	7 days
162 – 186	8 days
187 – 208	9 days
209 – 233	10 days
234 and above	11 days

An employee may carry forward from year to year annual leave not to exceed 2 days.

**Available vacation time will be written on the employee's paystub.

**Support Staff will be able to use their vacation days on days when school is not in session (i.e. weather-related closure days, school breaks, in-service days when employee is not scheduled to work).

ARTICLE XI RECLASSIFICATION

- When an employee is assigned to work in a higher job classification than his/her current classification on an on-going basis, he/she shall be reclassified and paid at the rate of the higher classification effective as of the first day of work at the higher classification.
- When an employee is assigned to work in a higher job classification than his/her current classification on a temporary basis, he/she shall be paid at the rate of the higher classification from the first day of such consecutive work.
- An employee promoted or reclassified to a higher job classification shall be placed on the same step in the new classification as the employee held in the old classification.
- An employee involuntarily demoted to a lower job classification shall be placed on the step in the new classification which comes closest to, without exceeding, the step the employee held in the old classification.

- An employee assigned to work on a temporary basis in a higher job classification shall be placed on the same step in the new classification as the employee held in the old classification.
- Employees engaged in more than one classification of work during a workday shall be paid at the higher classification rate.
- An employee assigned the duties of a substitute teacher shall be paid at a premium rate of pay equal to one and one-half (1 ½) times their rate of pay for days in excess of one (1) full day, with the first day being payable at this rate of pay beginning the second consecutive full day in the same position. Example (If support staff serves as a teacher for only one full day, they will receive their regular rate of pay. If a support staff serves as a teacher for two (2) consecutive full days, the support staff shall receive 1 ½ times their regular pay for the two (2) days worked in the same position.)

ARTICLE XII NOTICE

- **WRITTEN REASONABLE ASSURANCE**

Employees who are to be re-employed shall be provided written reasonable assurance each year of the Board's intent to reemploy for the following year. This assurance shall be provided no later than the last payroll date in June.

- **POSTING OF VACANCIES**

A notice of any vacancy in the unit shall be posted internally for one week prior to any external posting. All will be by district email.

ARTICLE XIII JOB DESCRIPTIONS

- Each employee shall be provided with a current written job description which describes his/her job responsibilities. The Association shall be provided with a copy of all current job descriptions of employees in the bargaining unit within thirty (30) days of the execution of this Agreement, and whenever jobs are created or modified.
- A joint committee, composed of three (3) Association and three (3) Board representatives, shall be formed to develop the job descriptions required by Section A of this Article for review and approval by the Superintendent and the Board.
- Where an employee is assigned work by two or more persons, it shall be the responsibility of the employee's appropriate supervisor to resolve conflicts in work assignments which arise.

ARTICLE XIV

SUBCONTRACTING

For the following reason only, the Board may contract out bargaining unit work:

To obtain additional expertise, experience, influence, skills, facilities, equipment, or machinery not available within the School Department and not within a bargaining unit positions description.

Additionally, the Board agrees that subcontracting bargaining unit work shall not cause the discharge or layoff of any member of the bargaining unit.

ARTICLE XV EVALUATION

The Board and the Association agree on the importance of comprehensive, regular, and systematic evaluation of support staff.

Employees shall be evaluated by their designated administrator or their designee.-

At the beginning of the year all employees shall receive a copy of the evaluation criteria and form to be utilized. Employees shall have the right to a conference with their evaluator to discuss the evaluation criteria and form.

All monitoring or observations related to the formal evaluations of an employee shall be conducted openly. All formal evaluations will be conducted with the knowledge of the employee.

The employee shall be given a copy of any evaluation and may request a conference to discuss it. No employee shall be required to sign a blank or incomplete evaluation form. No evaluation shall be placed in the employee's file or otherwise acted upon unless the employee has received a copy.

Evaluations shall include:

- Strengths of the employee as evidenced;
- Areas of needed improvement (if applicable); and
- Specific suggestions as to the measures which the employee may take to improve his/her performance in any areas of needed improvement.

An employee shall have the right to attach written rebuttal to any subjective material, including evaluations, being placed in his/her file.

Any written complaints regarding an employee which are made to any member of the administration by a parent, student, or other person, which are used in any manner in evaluating

an employee, shall be promptly called to the attention of the employee and investigated. 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 the meetings or conferences regarding such complaint.

ARTICLE XVI **PERSONNEL FILES**

- The employer shall maintain, for official purposes, one (1) personnel file for each employee. 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 individual's employment.
- Employees shall be sent two (2) copies of all material, within 30 days of delivery confirmation employee shall date and initial or sign one copy and return to the office to show evidence of receipt prior to its placement in the file. Anonymous or unattributed material shall not be placed in the file. An employee shall have the right to submit a written response to any material placed in the personnel file. This written response shall be attached to the appropriate material and then filed.
- Employees and designated Association representatives shall have the right to examine their files in the presence of the file's custodian, or that individual's designee, during the normal business hours of the office in which the file is kept.
- No person other than the employee, the employee's representative, the Board when acting as a collective body, or the employee's administrators shall have access to the employee's personnel file unless specific written authorization is granted by the employee.
- The employee and duly designated Association representatives may obtain copies of any material in the personnel file without cost during the normal business hours of the office in which the file is kept, with 48 hours' notice. If the office is able to prioritize the copying of these files, you may be able to receive them earlier.
- By mutual consent between the employee and the Board or its designee, any item contained in an employee's personnel file may be removed and destroyed.

ARTICLE XVII **INSURANCE**

The Board will pay one full single subscriber fee on all employees who work a minimum of thirty (30) hours per week, MEA Anthem Standard or Choice Plus Health insurance coverage. If the employee elects not to participate in the medical insurance plan, a maximum amount of

\$2,850.00 will be received as a taxable cash payment – the intent is that each employee will have medical insurance coverage from another health insurance vendor other than the Board's health plan. An employee may elect any other coverage level offered under the District's plan and pay the monthly cost difference for the coverage for which the employee is eligible and selects.

A rehired retired employee who is receiving benefits from the Maine Public Employee Retirement System (MainePERS) shall receive cash payment in lieu of the single monthly premium paid by the Board, less the amount contributed by MainePERS toward the employee's premium.

DENTAL INSURANCE

The Board agrees to pay the single rate subscription for MEA/Northeast Delta Dental Plan/Option 3, with Orthodontic Rider 3 for all employees covered by this contract. Employees can purchase additional coverage at their expense.

ARTICLE XVIII PROFESSIONAL DEVELOPMENT

- Employees are encouraged to discuss their professional training needs with their supervisor. Employees covered under this contract may be granted paid professional days by the principal/supervisor and subject to the review and approval of the Superintendent. Upon prior written approval of the supervisor and the Superintendent, employees shall be allowed to attend conferences, workshops, and/or seminars without loss of pay. Employees shall be reimbursed for expenses, which may include meals, lodgings, registration and travel, upon presentation of proper paperwork.
- Educational technician training shall include, but shall not be limited to: support attendance at district inservice programs, conferences and special project work on non-student days. Educational technicians shall receive recertification credits for all professional development activities and new learning related to their work as approved by the building principal and his/her designee. Staff development activities funded under this Section must meet Department of Education standards for educational technician authorization/certification renewal credits and shall be at the district's expense. Employees shall suffer no loss of pay as a result of such attendance and participation.

TUITION REIMBURSEMENT

- The Board agrees to pay the employee, the full University of Maine System charge per credit hour or 120% of the present year tuition credit cost, whichever is the lesser amount, for the maximum of three (3) credits per employee contract year, as approved in advance by the Superintendent of Schools. Courses will be educationally

related, related to the employee's job and/or beneficial to the district. Upon presentation of an invoice, the District will pay up to \$200 per course for books and fees. Failure to provide documentation (original transcript) of a "B" or better will result in a payroll deduction to recover upfront costs plus a \$75.00 processing fee.

- Direct Payment
 - The Superintendent shall develop and maintain procedures for direct payment of tuition and fees to the college or university as an alternative to reimbursement, if allowed by the college or university. Use of this option shall be at the request of an employee using the course approval form.
 - Employees who use the direct payment option shall reimburse the School Department the full amount of tuition paid if they fail to provide written verification of "b" or better within sixty (60) days from the ending date of the course.
 - Repayment shall be by lump sum or by payroll deductions in six (6) consecutive payments or in equal amounts per payroll if less than six (6) payrolls remain in the contract year or employee's employment with the School Department. In the event that the employee leaves employment with the School Department, the employee will be responsible for any collection costs, including attorney's fees.

ARTICLE XIX RENEWAL FEES

The Board shall pay for the criminal history records check and fingerprinting renewals for all employees as required by the state.

The Board will pay for all re-certification fees required for the employees to be in compliance with current mandates.

ARTICLE XX LEAVES

- SICK LEAVE
 - All employees shall be granted 15 paid sick days a year at the beginning of each school year. All unused sick leave will accumulate up to a total of one hundred

twenty (120) days. Each employee shall receive at the beginning of each contract year a statement informing the employee of personal leave days granted, used, and accumulated. Available and used sick leave days will be printed on employee paystub.

- Staff covered under this Agreement shall be entitled to be paid up to 30 unused sick days upon separation from employment provided they have worked a minimum of five consecutive years in the school district.
- Pay for sick leave accumulated and used will be computed on the basis of the hours the employee is scheduled to work times the hourly rate of pay.
- Sick leave shall not be accrued after an employee is on worker's compensation for two (2) months, or when an employee is on an unpaid leave of absence, layoff, or long-term disability.
- Employees shall make every effort to notify the appropriate supervisor of their inability to report to work as soon as possible.
- Sick leave may be used to care for an ill family member (up to 12 days).
- Sick leave may be used for doctor and dentist appointments that cannot be scheduled outside the school day.
- A regular employee who uses five or fewer sick leave days in a school year (for personal and/or family use) will receive a payment equal to his/her per diem for one day.

- **BEREAVEMENT LEAVE**

An employee is entitled up to five (5) days of bereavement leave in the event of a death in the immediate family. Such leave must be approved by the Principal or Superintendent. For the purposes of this bereavement leave, immediate family includes an employee's parents, grandparents, sons, daughters, aunts, uncles, nephews, nieces, brothers, sisters, respective in-laws, grandchildren, spouse and significant other. In the event of a death of a close friend or relative, an employee may be granted one (1) day's leave to be taken from their accumulated sick leave.

- **PERSONAL LEAVE**

- Each employee shall be granted three (3) personal days each year as of the first day of the school year. The employee must notify the Principal at least three (3) days prior to taking such leave. In an emergency, the employee should notify the Principal as soon as possible. Personal days can be taken at any time and the employee is not required to give a reason.

- Unused personal leave days shall be converted to sick leave. Each employee shall receive at the beginning of the contract year a statement informing the employee of personal days granted, used and accumulated.
 - **PARENTING LEAVE**

An unpaid leave of absence up to six (6) months shall be granted to any employee who applies for such leave for the purposes of caring for a newly-born or adopted child. A request for such leave shall be made as early in advance as is feasible. This leave is only available to employees who have completed their probationary period of employment.
 - **JURY DUTY & COURT APPEARANCE LEAVE**
 - 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.
 - If an employee is required to appear in court at the request of SU 103/MCSD, this will be paid work time.
 - **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, providing the employee has made every reasonable effort to satisfy this service during non-school time. All other benefits shall remain intact during the period.
 - **PAYMENT FOR UNUSED SICK LEAVE AT TERMINATION OF EMPLOYMENT**

At termination of employment, an employee having at least 15 years of service with the District, and at least thirty (30) days of accumulated sick leave will be entitled to a lump sum payment of one thousand, five hundred dollars (\$1,500).
- ARTICLE XXI**
WAGES
- **WAGE SCHEDULE**

Effective September 1, 2018, employees shall be paid wages as specified in Appendix A, Wage Schedule.

- INITIAL PLACEMENT AND STEP PROGRESSION
 - Incumbent employees shall be placed on the wage schedule equivalent to number of years of equivalent job experience.
 - For purposes of initial placement, new employees shall be given year- for-year credit for equivalent job experience.
 - Length of service to determine eligibility for progression from step to step on the salary schedule shall be calculated from the employee's date of hire.

- SHIFT DIFFERENTIAL

The Board will pay a shift differential of .25 cents per hour to any employee who works a normally scheduled shift, the majority of which falls between the hours of 4:00 PM and 8:00 AM. Such differential will apply to all hours of such shift, and is in addition to the employee's regular rate of pay.

- WORKERS' COMPENSATION

All support staff are covered by Workers' Compensation. In the case of injury covered under the Workers' Compensation Act, an employee shall suffer no loss of benefit or pay. The District will pay the employee the difference between his/her net regular pay and the amount received as Workers' Compensation for a period not to exceed six (6) months.

- BHP/TCI/MANDT

School employees who are mandated by the District to receive BHP, TCI, Mandt, or similar training shall be reimbursed for the course and associated expenses (i.e. mileage) and shall receive an annual stipend of \$250.00 for current, valid certificate.

ARTICLE XXII PAY AVERAGING

School year employees shall have the option be paid in twenty-six (26) equal installments. Employees shall make their election at the start of the school year and may not change their election for the duration of the work year. 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. School year employees hired mid-year shall have their pay averaged in proportion to the remaining work year. If, because of mid-year termination or severance, the amount an employee receives under this pay averaging system is more than the employee has earned, such overage shall be withheld from the employee's last pay check. If the employee receives less than

the employee's paid hours times his or her rate of pay under this pay averaging system, the Board will pay such underpayment to the employee in the employee's last check.

ARTICLE XXIII **PAYROLL DEDUCTION**

- Upon receipt of written authorization from any employee, the Board shall provide payroll deduction including but not limited to insurance, retirement contributions, pension funds, dues, and others as authorized by the Board in addition to those required by law.
- **ASSOCIATION DUES**

The Association shall certify to the Superintendent the amount of dues to be deducted for each school year. Dues shall be remitted to the Association monthly. The Association shall indemnify, defend, and hold the Board harmless against claims and suit of any nature which may arise by reason of said dues, deductions, and the transmission of same to the Association.

ARTICLE XXIV **RIF, SENIORITY, LAYOFF, RECALL**

- **SENIORITY**

"Seniority" shall be an employee's length of continuous regular service since the date of his/her employment. An employee with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months which are not included within the employee's work year.
- **SENIORITY LIST**
 - Within thirty (30) days of the execution of this Agreement, the Board shall establish a seniority list by department and job classification with the name and date of hire of each employee, and with the employee with the greatest seniority listed first. The seniority list shall be brought up to date every twelve (12) months.
 - Such seniority list(s) shall be posted in a central location in each building where employees are employed. A copy of such list(s) shall be sent to the Association at the same time that the list(s) is posted.
- **REDUCTION IN FORCE (RIF)**
 - "Reduction in Force" (RIF) shall mean the elimination of a position for bona fide financial or program reasons.

In the event of a RIF, the employee whose position is to be eliminated may displace the employee within their school unit with the least seniority in his/her current classification, or in any other classification in which he/she has satisfactorily served, provided that the person to be displaced is less senior than the displacer. A full-time employee shall not be required to displace a part-time employee, but may displace the least senior full-time employee. The displaced employee may in turn displace another employee under this provision. Such displacements shall continue until all displacements are completed.

- An employee who is to be RIF'd shall receive at least thirty (30) days' written notice.
- The Board agrees to advise the Association prior to a RIF and shall make available to the Association all relevant information upon request.

- **CONTINUATION OF BENEFITS**

Employees who have been laid off shall be eligible to participate at their cost in group life and health insurance for eighteen (18) months following the effective date of layoff. Employees who desire to maintain group life and health insurance in accordance with this Agreement must so notify the Board in writing no later than thirty (30) days after the effective date of the layoff.

- **RECALL**

- The Board shall establish a recall list of laid-off employees. An employee who has been laid off shall be placed on a recall list and shall be sent position vacancy announcements in the unit. For this purpose, it shall be the employee's responsibility to keep the Board advised of his/her current address.
- The Board shall offer re-employment to employees on the recall list for any vacancies in the classification from which they were laid off or in which they had previously satisfactorily served. Re-employment shall be by order of seniority. Notice of recall will be given by certified mail to the last address given to the Board by an employee. A copy of the notice of recall will be given to the Association at the same time the notice is mailed to the employee. Employee shall respond within two (2) weeks of receipt of the mailing. The Board has the right to fill the position after 30 days of the initial mailing.
- An employee who is reduced in force will remain on the recall list one (1) year unless the employee:
 - waives recall rights in writing; or
 - resigns.

- Employees re-employed within one (1) year of the effective date of layoff shall retain their seniority and all benefits accumulated prior to the layoff, including the same wage step obtained prior to the layoff.
- JOB SEARCH LEAVE

An employee who receives a notice of layoff shall immediately be granted an additional three (3) days' leave with pay to apply and interview for other jobs.

ARTICLE XXV GRIEVANCE PROCEDURE

- PURPOSE
 - The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which from time to time may arise affecting the meaning, application, or interpretation of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
 - Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- DEFINITIONS
 - A "grievance" is an alleged violation of this Agreement or any dispute with respect to the meaning or application or interpretation of the specific terms of this agreement.
 - An "aggrieved party" is the person, persons, or the Association making the claim.
 - A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
 - "Days" shall mean working school days during the school year and Monday through Friday, excluding legal holidays, during summer vacation.
- TIME LIMITS

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum. The time limits

specified may, however, be extended by mutual agreement, in writing. A grievance shall be deemed waived unless submitted in writing within 20 days after the alleged occurrence.

- INFORMAL PROCEDURE

If an employee feels that he/she may have a grievance, he/she must first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.

- FORMAL PROCEDURE

- Level One – School Principal

- If an aggrieved person is not satisfied with the outcome of the informal procedure, he/she may present his/her claim as a formal grievance in writing to his/her principal or other appropriate administrator.
 - The principal shall, within ten (10) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the president of the Association.

- Level Two – Superintendent

- If the Aggrieved is not satisfied with the resolution at level one or if no answer is received, he/she may within five (5) days submit it to the Superintendent at Level Two.
 - The Superintendent shall, within ten (10) days of receipt of the grievance, meet with the aggrieved party for the purpose of resolving the grievance. Representatives of the Association may be present.
 - The Superintendent shall, within ten (10) days after the meeting, render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the president of the Association.

- Level Three – Board

- If the aggrieved is not satisfied with the resolution of the grievance at Level Two he/she may within ten (10) days after receiving the Superintendent's response, request in writing a meeting on the matter before the Board.
 - The Board shall, within twenty (20) days after receipt of the appeal, meet with the aggrieved person and with representatives of the Association for the purpose of reviewing the grievance.

- The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person, with a copy to the president of the Association.
- Level Four – Impartial Arbitration
 - If the grievant is not satisfied with the disposition of the grievance at Level Three, he/she may within ten (10) days after receipt of the Level Three response, request in writing to the President of the Association that the grievance be submitted to arbitration.
 - If the Association determines that the grievance is meritorious and elects to submit the issue to arbitration, the Association shall, within fifteen (15) days after the receipt of the Level Three decision, notify the Board of its intent to request arbitration.
 - The Board, through its representative, and the Association, through its representative, shall, within five (5) days after the notification above, jointly select an 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, they shall request the services of the American Arbitration Association (AAA).
 - The Arbitrator selected shall confer promptly with representatives of the Board, representatives of the Association and the Aggrieved and shall review the record of the prior meetings.
 - The Arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement and shall confine any decision to the meaning of the specific written contract provision(s) which gave rise to the dispute. The Arbitrator shall be without power to make any decision which is contrary to law, interferes with the statutory duties of the Board, or violates the terms of this Agreement. The Arbitrator's decision shall be final and binding on the parties, subject to judicial review.
 - The costs of the services of the Arbitrator shall be borne equally by the Board and the Association.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

- FORMS

Forms for filing and processing grievances shall be prepared by the Superintendent, with the approval of the Association, and made available to the Association President so as to facilitate operation of the grievance procedure. (The grievance form can be found in the Appendix.)

- **MEETINGS AND HEARINGS**

All Meetings and Hearings under this procedure shall be conducted in the confidence of an Executive Session and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this grievance procedure, unless the aggrieved party chooses in writing to hold such hearings in open session

ARTICLE XXVI HEALTH AND SAFETY

- Employees shall promptly report any conditions they believe are unsafe or unhealthful to their supervisor.
- The Board shall comply with applicable provisions of federal, state, and local laws with respect to employment safety and health insofar as they pertain to the working conditions of employees. Alleged violations of safety or health laws or rules shall be addressed by the government agency responsible for their enforcement.
- There shall be established a Safety Committee composed of two (2) representatives of the Board and two (2) representatives of the Association. The Committee shall meet twice yearly and shall make recommendations to the parties regarding health and safety matters.
- No employee shall be required to work under conditions which he/she in good faith believes exposes him/herself to an imminent danger of injury, death or damage to his/her health. An employee who declines to work under such circumstances shall notify his/her supervisor as soon as possible.
- The Board shall provide safety equipment required by the Occupational Safety and Health Act, including personal protective equipment.
- The employees may exercise all their legal rights to obtain a safe and healthful workplace without threats, loss of pay or benefits, or reprisals of any kind.

ARTICLE XXVII SEVERABILITY

In the event that any provision, in part or in whole, of this Agreement for any reason be adjudged by a court of competent jurisdiction to be invalid, such provision, or part of, of the Agreement shall be considered invalid and void. Such invalidity shall not affect the validity of remaining provisions of the Agreement which shall remain in full force and effect. Negotiation on the

provision(s) found invalid shall commence within ten (10) days of a written request by either party.

ARTICLE XXVIII **DURATION**

This Agreement shall be effective July 1, 2018, and shall continue in effect until June 30, 2021, subject to the Association's right to negotiate over a successor agreement.

In witness whereof the parties hereto have caused this Agreement to be signed by their duly authorized representatives.

President of the Association

Date

Chairperson – Negotiating Team

Date

Chairperson, Joint Board - SU 103 & MCSD

Date

Secretary of Board/Superintendent

Date

APPENDIX A – COMPENSATION SCHEDULE

			Ed Tech III	Ed Tech II	Ed Tech I	Prin Sec	Custodian	Bus driver	Head Cook	Cook	Guid sec
2021-22	0		14.26	13.38	12.80	13.97	12.94	15.00	12.99	12.73	13.20
	1		14.48	13.74	13.17	14.33	13.30	16	13.35	13.09	13.56
	2		14.81	14.11	13.53	14.70	13.66	17	13.71	13.46	13.92
	3		15.15	14.47	13.89	15.06	14.02	18	14.08	13.82	14.28
	4		15.48	14.83	14.25	15.42	14.39	19	14.44	14.18	14.65
	5		15.81	15.19	14.61	15.78	14.75	19.5	14.80	14.54	15.01
	6		16.16	15.56	14.98	16.15	15.11	20	15.16	14.90	15.37
	7		16.51	15.92	15.34	16.51	15.47	20.5	15.53	15.27	15.73
	8		16.87	16.28	15.70	16.87	15.84	21	15.89	15.63	16.09
	9		17.23	16.64	16.06	17.23	16.20	22	16.25	15.99	16.46
	10		17.60	16.43	16.43	17.60	16.56	23	16.61	16.35	16.82
2022-23	0		14.76	13.85	13.25	14.46	13.39	15.53	13.44	13.18	13.66
	1		14.99	14.23	13.63	14.84	13.77	16.56	13.82	13.55	14.03
	2		15.33	14.60	14.00	15.21	14.14	17.60	14.19	13.93	14.41
	3		15.68	14.98	14.38	15.59	14.52	18.63	14.57	14.30	14.78
	4		16.03	15.35	14.75	15.96	14.89	19.67	14.94	14.68	15.16
	5		16.37	15.73	15.13	16.34	15.26	20.18	15.32	15.05	15.53
	6		16.72	16.10	15.50	16.71	15.64	20.70	15.69	15.43	15.91
	7		17.09	16.48	15.88	17.09	16.01	21.22	16.07	15.80	16.28
	8		17.46	16.85	16.25	17.46	16.39	21.74	16.44	16.18	16.66
	9		17.84	17.23	16.63	17.84	16.76	22.77	16.82	16.55	17.03
	10		18.21	17.00	17.00	18.21	17.14	23.81	17.19	16.93	17.41
2023-24	0		15.28	14.34	13.71	14.97	13.86	16.07	13.91	13.64	14.14
	1		15.51	14.72	14.10	15.36	14.25	17.14	14.30	14.03	14.52
	2		15.87	15.11	14.49	15.74	14.64	18.21	14.69	14.41	14.91
	3		16.23	15.50	14.88	16.13	15.02	19.28	15.08	14.80	15.30
	4		16.59	15.89	15.27	16.52	15.41	20.35	15.47	15.19	15.69
	5		16.94	16.28	15.66	16.91	15.80	20.89	15.85	15.58	16.08
	6		17.31	16.66	16.04	17.30	16.19	21.42	16.24	15.97	16.46
	7		17.68	17.05	16.43	17.68	16.58	21.96	16.63	16.35	16.85
	8		18.07	17.44	16.82	18.07	16.96	22.50	17.02	16.74	17.24
	9		18.46	17.83	17.21	18.46	17.35	23.57	17.41	17.13	17.63
	10		18.85	17.60	17.60	18.85	17.74	24.64	17.79	17.52	18.02