

# Educational Support Personnel Agreement between Regional School Unit #22 Board of Directors and Education Association 22

July 1, 2023 - June 30, 2026

# **Table of Contents**

| le of Conte | nts   |          |
|-------------|---|----------|
| PREAMBLE    |   | 2        |
| ARTICLE 1   | RECOGNITION   | 2        |
| ARTICLE 2   | DEFINITIONS   | 2        |
| ARTICLE 3   | PUBLIC EMPLOYEES  | 3        |
| ARTICLE 4   | MANAGEMENT RIGHTS   | 3        |
| ARTICLE 5   | PROBATION PERIOD  | 3        |
| ARTICLE 6   | PART-TIME EMPLOYEE BENEFITS                                       | 3        |
| ARTICLE 7   | VACANCIES   | 4        |
| ARTICLE 8   | REDUCTION IN FORCE, LAYOFF, AND RECALL                            | 5        |
| ARTICLE 9   | HOLIDAYS  | 6        |
| ARTICLE 10  | LEAVES OF ABSENCE   | 7        |
| ARTICLE 11  | VACATIONS   | 11       |
| ARTICLE 12  | LABOR REQUIREMENTS  | 11       |
| ARTICLE 13  | PROTECTION OF PROPERTY AND EQUIPMENT                              | 12       |
| ARTICLE 14  | INSURANCE   | 12       |
| ARTICLE 15  | ASSOCIATION RIGHTS  | 14       |
| ARTICLE 16  | WORK RULES  | 14       |
| ARTICLE 17  | SPECIAL ASSIGNMENTS & WAGES                                       | 15       |
| ARTICLE 18  | WORK WEEK   | 16       |
| ARTICLE 19  | ASSIGNMENTS AND TRANSFERS   | 17       |
| ARTICLE 20  | PROFESSIONAL DEVELOPMENT  | 18       |
| ARTICLE 21  | DISCIPLINE AND DISMISSAL  | 19       |
| ARTICLE 22  | JOB DESCRIPTIONS, RECLASSIFICATIONS, AND EVALUATIONS              | 19       |
| ARTICLE 23  | PERSONNEL FILES   | 20       |
| ARTICLE 24  | GRIEVANCE PROCEDURE   | 20       |
| ARTICLE 25  | REOPENER  | 21       |
| ARTICLE 26  | DURATION  | 22       |
| Appendix A  | A. Employment Requirements for Step Eligibility     B. Custodians | 23<br>23 |
| Appendix B  | A. Cash in Lieu of Health Insurance Coverage                      | 24       |
| Appendix C  | A. Educational Support Personnel Salary Schedule                  | 25       |

### **PREAMBLE**

A. This Agreement entered into by the Board of Directors of Maine Regional School Unit No. 22, hereinafter referred to as the Board, and Education Association 22 (EA 22), hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the Board and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay and hours of work.

# **ARTICLE 1 - RECOGNITION**

- A. The Board hereby recognizes the Association as the sole and exclusive agent for the ESP bargaining unit composed of food service workers, administrative assistants, custodians including head custodians, maintenance workers, Educational Technicians I, II, and III, and tutor facilitator.
- B. In the absence of a mutually written agreement to include a new position into the existing bargaining unit, either party may petition the Maine Labor Relations Board in accordance with its rules and procedures to determine whether the position should be included in this bargaining unit.

### **ARTICLE 2 - DEFINITIONS**

- A. Association Whenever the term "Association" is used, it refers to EA 22 and any of its designated representatives.
- B. Board Whenever the term "Board" is used it refers to the Maine Regional School Unit No. 22 Board of Directors and any of its designated representatives, by committee, individual member, or authorized agent whether or not a member.
- C. Days Whenever the term "days" is used, it shall mean Monday through Friday (excluding holidays), unless otherwise expressly provided.
- D. Employee Whenever the term "employee" is used, unless otherwise expressly provided or clearly indicated by the context of this Agreement, it shall refer to all employees defined as "public employees" in Chapter 424, Public Law 1969 as amended. The term "employee" shall include all custodians, maintenance workers, administrative assistants, food service workers, and Educational Technicians I, II, and III, and tutor facilitator employed by RSU No. 22 and covered by this Agreement, except for the following positions. The word "employee" shall not include (1) secretarial personnel employed in the office of the Superintendent of Schools; (2) the Supervisor of Buildings and Grounds; (3) the Maintenance Supervisor; (4) the Food Services Director; and (5) temporary or intermittent employees.
- E. Immediate Family "immediate family" shall include grandparent, parent, spouse, sibling, child and grandchild including in-law or step relationships
- F. Number Whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated by the context.
- G. Part-Time Employees Personnel who work a specified number of hours each day and on a regular weekly basis, but who work less than the normal work weeks listed in Article 18, shall be considered part-time employees. In addition, school administrative assistants working less than thirty-five (35) hours per week shall be considered part time employees.
- H. Principal/Director Whenever the term "Principal" or "Director" is used, it is to include the administrator of any work location or functional division, including the lunch program and student services.
- I. School Whenever the term "school" is used it is to include any work location or functional division.

- J. Seniority Continuous service with the District from the most recent date of permanent hire and applies to the employees' current job classification. Continuous service shall be broken by voluntary resignation, quitting, retirement or discharge.
- K. Superintendent Whenever the term "Superintendent" is used it shall include the Superintendent of Schools of Maine Regional School Unit No. 22, the Assistant to the Superintendent, or any other person whom the Superintendent or Board designates to act for them in any particular situation or class of situations.

# **ARTICLE 3 - PUBLIC EMPLOYEES**

A. The individual employees of the Board are to regard themselves as public employees and, as such, are to be governed by the highest ideals of honor and integrity in all their public relationships in order that they may merit the respect and confidence of the general public.

# ARTICLE 4 - MANAGEMENT RIGHTS

- A. Except otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the determination of educational policy, the operation and management of the schools and the control, number, supervision and direction of the non teaching staff are vested exclusively in the Board.
- B. The Board has the authority to adopt rules for the operation of the District and the conduct of its employees, provided such rules do not conflict with any of the provisions of this Agreement.
- C. The Board has the right of direction of the working force of the District, including the right to suspend or discharge in accordance with the provisions of this Agreement.

# **ARTICLE 5 - PROBATION PERIOD**

A. All new full-time and part-time employees shall serve a probationary period of twelve (12) months after date of hire. During this probationary period, said employees shall not be eligible for vacation benefits and shall have no seniority rights, but shall be subject to all other applicable clauses of this Agreement. All employees who have worked twelve (12) calendar months or more shall be known as regular employees and the probationary period shall be considered as part of the seniority time, provided, however, the Board shall have the right to terminate, without compliance with the terms of this Agreement, the employment of any such employee within the probationary period.

# **ARTICLE 6 - PART-TIME EMPLOYEE BENEFITS**

The benefits for part-time employees shall be those specified below:

- A. Bereavement Leave Part-time employees shall be eligible for bereavement leave on the same basis as regular, full-time employees.
- B. Holidays Part-time employees shall be paid for holidays on the same basis as regular full-time school year employees, equivalent to their part-time assignment.
- C. Insurance Part-time employees shall be eligible to receive the District's medical insurance benefits.
- D. Sick Leave Part-time employees shall earn and accumulate sick leave on a pro-rata hourly basis equivalent to their part-time assignments.
- E. Vacations Part-time employees shall be eligible for pro-rata vacation benefits on the same basis as regular time school year employees.

- F. Wages For purposes of advancement on the wage scale, a year of service will be calculated based on a fiscal year, irrespective of the number of hours worked in this year. To be eligible for a year of service, the employee must have begun work before January 1.
- G. Work Week The work week of part-time employees will be determined by the Superintendent and principals to whom these employees are assigned. On days when school is canceled due to storms, part-time employees will work as required of their full-time counterparts. (See Article 18)

### **ARTICLE 7 - VACANCIES**

- A. When a regular bargaining unit vacancy occurs in a job classification, the full-time employee with the highest seniority in that particular job classification shall be given the opportunity to fill the vacancy, provided that employee is shown to be the most qualified of all the applicants by the Board or its designee. Applicants from outside the District will not be employed until all employee applicants have been given consideration and have been disqualified by the Board or its designee. After a vacancy has been filled, an employee applicant who was not awarded the job will be notified in writing, and then may meet with the appropriate administrator.
- B. When a regular position is created that is within the bargaining unit, the full-time employee with the highest seniority shall be given the first opportunity to fill the position pursuant to Section F below, providing that employee is shown to be the best qualified by the Board or its designee. Applicants from outside the District will not be employed until all employee applicants have been given consideration and have been disqualified by the Board or its designee.
- C. When a regular bargaining unit vacancy occurs, if no employee in that particular job classification is allocated to said job under Section A or B above, full-time employees wishing to change job classifications will be considered in order of their seniority. Applicants from outside the District will not be employed until all employee applicants have been given consideration and have been disqualified by the Board or its designee.
- D. In the event that no full-time employee has applied for, or, if a full-time employee has applied for and been found not to be qualified under Sections A, B, or C, part-time employees who wish to apply for the position shall be considered under Sections A, B, or C above.
- E. In the event that an employee is selected to fill a regular bargaining unit vacancy in a different classification, the employee shall serve a trial period of thirty (30) working days. During this trial period, either the Superintendent may return the employee to their previous position for any reason or the employee may submit a request to the Superintendent to be returned to the employee's former position. If the employee is returned to the former position, the employee shall have their seniority restored back to the date of the voluntary move. Upon successful completion of the probationary trial period, the employee shall be transferred to said job, if the necessity for the said job continues to exist; otherwise, the employee shall be returned to the former position. An employee who is transferred to a position in a new job classification shall retain their overall seniority as a District employee and said seniority shall count as seniority in the new classification but they shall lose seniority in the former job classification,
- F. All regular bargaining unit vacancies and new positions within the bargaining unit shall be posted for a period of not less than five (5) working days, unless the Association President(s) provide(s) prior approval to post externally at the same time. Vacancies will be shared with all district employees via district email as openings occur. In the event of a vacancy occurring as a result of an employee quitting without notice, the Board reserves the right to fill such vacancy on a temporary basis. In the event the Board decides to fill the vacancy on a permanent basis, it shall do so according to the regular vacancy procedure.
- G. A list of current district vacancies will be distributed by email once a month.

- H. Subcontracting may be used only if all permanent employment options have been utilized. The Board does not intend to subcontract the work presently done by the bargaining unit. However, given the Board's legal responsibility to manage the resources of the District in the best interest of students and citizens, it reserves the right to do so.
- 1. Whenever any employee decides to leave the employ of the District, the employee must notify the Superintendent in writing at least fifteen (15) working days prior to the employee's intention to stop work.
- J. Once a vacancy occurs, the Board of Directors may fill the vacancy on a temporary basis for no longer than six calendar months.

# ARTICLE 8 - REDUCTION IN FORCE, LAYOFF, AND RECALL

- A. In the event it becomes necessary for the Superintendent to lay off or reduce the hours of employees for any reason, employees shall be laid off or reduced in inverse order of their seniority by classification provided the remaining employees meet the qualifications to perform the remaining work. All affected employees shall receive a twenty (20) day advance notice of layoff with written reasons, and the Superintendent shall meet with the affected employees and the Association prior to the actual occurrence of layoff.
- B. The affected employee may have the right to displace the least senior employee in their current classification, or in any other bargaining unit classification in which the employee has satisfactorily served as an employee within the District, provided they meet the criteria contained in the job description. Written notice of intent to exercise this right must be given to the Superintendent with a copy to the Association within five (5) days after an employee is notified that they no longer have a position. Within five (5) days after the employee gives such notification, the Superintendent will notify the less senior employee that the employee is to be displaced.
- C. The seniority list shall be brought up to date on October 1 of every year and posted thereafter by email to each employee in a timely manner and a copy of the same shall be sent to the Association President. Any objections to the seniority list, as posted, must be reported to the Superintendent within fifteen (15) days from the date posted or it shall stand as accepted.
  - 1. A bargaining unit member 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.
- D. Employees shall be recalled from layoff within their classifications according to their seniority, provided the employee is qualified to perform the work. No new employees shall be hired until all employees on layoff status within the classification have been afforded recall notice. The recall period shall be for fifteen (15) months.
- E. The following accrued benefits to which an employee was entitled at the time of the layoff shall be restored upon return to active service:
  - 1. Accumulated sick leave
  - 2. Seniority status
  - 3. Vacation
- F. Any laid off employee may participate at the employee's expense in the District's health insurance program as provided by COBRA.

# **ARTICLE 9 - HOLIDAYS**

### A. Year Round Employees

1. The following days will be considered paid holidays for year round employees providing that the holiday falls on the work day of the individual employee, except that employees shall be paid for Veteran's Day regardless of the day of the week on which it occurs.

| Independence Day        | Day before or the day after Christmas Day* |
|-------------------------|--|
| Labor Day               | Christmas Day                              |
| Indigenous Peoples' Day | New Year's Day                             |
| Veterans Day            | Martin Luther King, Jr. Day                |
| Thanksgiving Day        | Presidents' Day                            |
| Day after Thanksgiving  | Memorial Day                               |
|                         | Juneteenth                                 |

<sup>\*</sup> The day before or the day after Christmas Day to create a four-day weekend. When this recognized holiday occurs on a Wednesday, Tuesday shall be the day observed as the holiday.

 Whenever the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday providing it is not a scheduled day of school. Whenever the above holidays fall on Sunday, the following Monday will be observed as the holiday, provided it is not a scheduled day of school.

### B. School Year Employees

1. School year employees will be paid the following holidays regardless of the day of the week on which they occur:

| Labor Day               | Christmas Day                              |
|-------------------------|--|
| Indigenous Peoples' Day | New Year's Day                             |
| Veterans Day            | Martin Luther King, Jr. Day                |
| Thanksgiving Day        | Memorial Day                               |
| Day after Thanksgiving  | Juneteenth (if school is still in session) |

# **ARTICLE 10 - LEAVES OF ABSENCE**

### A. Sick Leave

- 1. School year employees will be granted a total of eight (8) sick days per year. Year-round employees will be granted nine (9) sick days per year. These days will be provided on the first staff day for school-year employees and on July 1 for year-round employees. Employees who start after their contracted year will be credited sick time proportionally based on the remainder of their contracted year. Upon separation of employment, any credited sick day that was used but not yet accrued, will be deducted from the employee's paycheck.
- 2. Sick leave may be accumulated to a maximum of one hundred thirty-five (135) days. Such leave shall be granted upon application in writing before or within reasonable time after the absence, depending upon the circumstances of each case. A doctor's certificate may be required for any absence and the Board shall pay for the cost for the doctor's visit and/ or certificate. No employee shall receive full pay for sick leave plus Workers' Compensation.
- 3. An employee will not be paid overtime pay for any week during which sick leave is taken unless the employee works more than forty (40) hours exclusive of the sick leave hours.
- 4. It is agreed that the only reason for sick leave is personal sickness, a doctor's appointment that cannot be scheduled outside of work hours, to care for a spouse, child(ren), parents, or others with the Superintendent's approval. Such days may be deducted from sick leave in one hour increments.
- 5. Employees must notify the Principal or designee, as appropriate, as early as possible, but in no case no less than two (2) hours prior to starting time, except in an emergency, in order to receive sick leave benefits. The employee must give notice on each day of absence, unless prior arrangements have been made.
- 6. If the Superintendent has reason to believe that an employee is not fit for work, the Superintendent may require medical evidence satisfactory to the Superintendent in order to assure the Superintendent that the employee is fit to resume or continue the duties without jeopardizing the health or safety of the employee or others. The cost of a required medical examination shall be paid by the Board. In the event the employee is relieved by the Superintendent of the job responsibilities pending medical evidence, the employee shall be placed on administrative leave with pay.
- 7. New employees shall be awarded sick leave days after the first thirty (30) days of employment retroactive to day one (1) after thirty (30) work days.

# 8. Sick Leave Pool

- a. Each employee who wishes to become a member of the sick leave pool shall contribute one (1) day of eight (8) for school year employees and one (1) day of nine (9) for year round employees of annual entitlement of sick leave to the sick leave pool on September 1 of each year upon second year of employment. This contribution shall reduce the school year employee's annual entitlement to seven (7) days and the year round employee's annual entitlement to eight (8) days. The maximum number of days in the pool allowed shall be one hundred thirty-five (135) days. When a participant uses up accumulated sick leave and earned paid leave (EPL), the participant may draw on the sick leave pool.
- b. Sick leave days contributed to the pool may not be withdrawn at a later date.
- c. Application for access to the sick leave pool shall be made in writing and presented to Association Leadership and the Superintendent.
- d. The Board may request a statement from a physician substantiating the facts regarding a claim.

- e. Members who, because of a period of illness, have exhausted their accumulated sick leave and EPL, and have waited three (3) days, may make application to the sick leave pool according to the following conditions:
  - i. The member must have been ill and absent from work without pay for at least three (3) consecutive school days. Reimbursement will be retroactive to the first day.
  - ii. A member of the pool is eligible to apply for up to three (3) times the number of the member's accumulated sick leave days and EPL up to the total number of days remaining in the pool, at the member's current rate of pay. Accumulated sick leave days will be determined at the beginning of each school year and shall include the current year's sick days.
- f. Any days remaining in the pool at the end of the year shall be carried forward up to the amount necessary to increase individual employee sign up total to the aforesaid one hundred thirty-five (135) days. The Superintendent shall provide the Association with an annual report of days carried forward.
- 9. Any employee who has twenty (20) or more continuous years with RSU 22 shall receive payment at the employee's per diem for up to thirty (30) days accrued and unused sick leave upon severance in good standing. A non-binding notice of intent to sever employment shall be given to the Superintendent's office by February 1 of the school year in which the compensation is to be received. This provision is not available for retirees currently receiving retirement compensation from the Maine Public Employees Retirement System.

### B. Bereavement Leave

- 1. Up to five (5) days of leave shall be granted upon the death of a member of the immediate family. In situations where a unique relationship exists between an employee and some other person over a period of time and which evinces a state of responsibility and of caring and closeness similar to kinship, such leave may be approved by the Superintendent. Bereavement leave may be granted with or without pay by the Superintendent for other members of the employee's immediate household.
- 2. Funeral leave may be granted for the purpose of attending the funeral of a person not covered above. Such leave is granted at the discretion of the Superintendent.

# C. Jury Duty Leave

 Employees required to report for jury duty shall be paid the difference between their jury duty compensation, less mileage, and their regular wage for each day of jury duty served on a scheduled workday.

### D. Professional Leave

 Employees may be granted two (2) professional leave days for the purpose of attending workshops, seminars, and similar professional development opportunities. This leave shall be subject to the written approval in advance by the Superintendent.

### E. Military Leave

- 1. Military leave shall be granted pursuant to state and federal laws and regulations. Military leave shall count as experience for calculation of salary and experience increment.
- 2. MILITARY LEAVE WITH PAY: Employees are allowed up to 17 work days in each calendar year without loss of pay or benefits when engaged in any form of required military duty.
- 3. MILITARY LEAVE WITHOUT PAY: When military service exceeds the 17 work days authorized for military leave with pay, the employee must be placed on unpaid military leave. Employees may use, but are not required to use, accrued vacation, compensatory, or personal leave when entering unpaid military service. Provisions for the optional use of accrued vacation, compensatory, or personal leave also apply to employees who are called to active state duty by the Governor.

### F. Unpaid Leave

- 1. The Board encourages regular, normal and continuous attendance of all employees. Each employee is a valuable contributing member to each school team. Within this framework, employees are discouraged from taking unnecessary leaves of absence. Unpaid leave shall not include travel before or after a holiday, scheduled vacation time that is not included in the District school year or other activities the employee has control over scheduling. However, the Board does recognize individuals may experience extenuating circumstances when such leave may be necessary. Unpaid leave shall include any absence from work during which less than an employee's full benefits are paid by the District.
  - a. All unpaid leaves of absence may be requested after exploring the options of all other paid leave.
  - b. All unpaid leave that is governed by Federal or State law shall be administered in accordance with such law.
  - c. Sick leave and benefits for persons using leave under FMLA shall be negotiated on a case by case basis between the employee and the Superintendent.
  - d. Should more than one day of unpaid leave be granted throughout the school year:
    - A) School-Year Employees will experience the following:
      - 1. Health insurance benefits of school year employees will be deducted at the rate of one day of the contractual work year of the district's cost-of health insurance for each day of unpaid leave. (For example, a full time ed tech − 1/182)
      - 2. Sick leave will not accrue during absences in excess of 10 days in a month. For absences of 10 days or less in a month, the employee will accumulate one-half (1/2) the monthly benefit.
      - 3. For unpaid leave in excess of 20 calendar days, vacation pay will be prorated at 1/10 of 5 days for each 20 calendar days while on unpaid leave.
    - B) Year-Round Employees will experience the following:
      - 1. Health insurance benefits of school year employees will be deducted at the rate of 1/260 of the district's cost of health insurance for each day of unpaid leave.
      - 2. Sick leave will not accrue during absences in excess of 10 days in a month. For absences of 10 days or less in a month, the employee will accumulate one-half (1/2) the monthly benefit.
      - 3. For unpaid leave in excess of 20 calendar days, vacation pay will be prorated at 1/12 of the number of days to which the year-round employee is entitled to receive.

### G. Earned Paid Leave

- 1. In accordance with Maine's Earned Paid Leave (EPL) statute (26 M.R.S.A. §637), employees will be credited with earned paid leave at the beginning of their contracted year.
  - a. The advance crediting and accrual of EPL is based on accrual of one (1) hour of EPL for every forty (40) hours worked, up to a maximum of forty (40) hours per year.
  - b. Year-round employees will be credited with up to forty (40) EPL hours on July 1.
    - i. Up to thirty-two (32) hours of unused EPL will rollover to sick days at the beginning of the following contract year.
  - c. School-year employees will be credited with up to thirty-two (32) EPL hours on the first staff work day
    - i. Up to twenty-four (24) hours of unused EPL will rollover to sick days at the beginning of the following contract year.
  - d. Employees may use EPL for an emergency, illness, or other sudden reason for which the employee has had no advance notice. Employees will notify their supervisor as soon as possible.
  - e. Employees will provide at least five (5) days notice to their supervisor for a non-emergency purpose. Employees will be permitted to use their EPL in increments of one (1) hour and will be documented on the time card and approved by their supervisor. Half day and full day EPL requests will be approved by the Superintendent.
  - f. Employees may use EPL for any reason unless it causes undue hardship on the District.
  - g. Up to five percent (rounded to the nearest whole person) of each building's total educational staff may be approved for EPL requests on any given date.
  - h. EPL cannot be used for more than three (3) consecutive workdays.
  - Newly hired employees may not use the EPL until they have been employed by RSU22 for 120 work days.
  - j. There will be no payout of unused earned time upon an employee's separation of employment. However, if the employee returns to work within one year of leaving, the remaining leave will be reinstated.
  - k. Upon separation of employment, any credited EPL that was used but not yet accrued, will be deducted from the employee's final paycheck. EPL will not be paid out upon separation of employment, and it may not be used to extend an employee's employment beyond the last day actually worked.
  - I. In the event of school cancellation, an employee may opt to use EPL or vacation.

# **ARTICLE 11 - VACATIONS**

A. An employee who works fifty-two (52) weeks each year, including vacation time, shall be entitled to annual accrual of vacation following a probationary year of service as follows:

| 0 years                  | 0 days  |
|--------------------------|---------|
| 1 - 4 years              | 5 days  |
| 5 - 9 years              | 10 days |
| 10 - 17 continuous years | 15 days |
| 18+ continuous years     | 20 days |

- B. Except in unusual circumstances, all vacations shall be taken during the period when schools are closed for the summer.
- C. The vacation period for each employee shall be determined by mutual agreement between the employee and the Superintendent or designee prior to the closing of school in June. No vacations shall be taken while school is in session, except for year-round employees who may request such vacation from the Superintendent of designee.
- D. Any employee who works the school year only and has completed a full probationary year will be entitled to paid vacation leave, following the employee's first year of employment. A school year employee will not be eligible for any vacation pay as a result of the employee's first year of employment. Said vacation time will be paid at the end of the school year to eligible employees as follows:

| 1 year of employment       | No vacation             |
|----------------------------|-------------------------|
| 2 - 5 years of employment  | 5 days of vacation pay  |
| 6 years of employment      | 6 days of vacation pay  |
| 7 years of employment      | 7 days of vacation pay  |
| 8 - 14 years of employment | 8 days of vacation pay  |
| 15 years of employment     | 10 days of vacation pay |

# **ARTICLE 12 - LABOR REQUIREMENTS**

In justice and fairness to the District and the taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform said duties.

# **ARTICLE 13 - PROTECTION OF PROPERTY AND EQUIPMENT**

- A. The Board and EA22 jointly recognize the need to provide a healthy and safe school environment for employees and students and agree to work collaboratively toward that goal.
  - 1. The Board shall make every effort to maintain safe, hazard-free working conditions.
  - It shall be the responsibility of any employee having custody of any equipment and property to see that said equipment and property is properly cared for, kept clean, and returned to its place of storage.
- B. The Board acknowledges that at times, working with students can put employees in harm's way.
  - 1. To this end, the Board will be responsible for the replacement or repair of personal effects (i.e. clothing, glasses, cell phones, or other items that are regularly worn or carried) that may become damaged because of the nature of the employee's work.
  - 2. The maximum financial liability of the Board under this section shall be one thousand dollars (\$1000.00) per EA22 employee, per fiscal year.
  - 3. Employees will take care to secure personal effects such as wallets, keys, phones, etc. in the building or on their person as is reasonable. Wear and tear on personal clothing, as is typical of the employees working conditions, will not qualify for replacement by the Board. The Board shall not be liable under this section for damage or destruction resulting from proven employee negligence. "Proven" is defined as meaning proven to the satisfaction of the insurance carrier, or, in the event there is no insurance coverage, proven to the satisfaction of the Board.
  - 4. The provisions of this section shall not apply to automobiles.
  - 5. Employees who bring personal items, types not described in B.1., do so at their own risk.

### **ARTICLE 14 - INSURANCE**

- A. Workers' Compensation
  - The Board agrees to provide coverage for all employees under the provisions of the Workers' Compensation Act. This coverage provides medical and other benefits for injuries received while in the course of the employee's performance of duties.
  - 2. All personal injuries shall be reported in writing to the Superintendent within twenty-four (24) hours of the time of the accident. The Board may request confirmation from a doctor periodically confirming that the employee is still unable to carry on the employee's duties,
  - 3. In cases of injury covered under the Workers' Compensation law, an employee will be paid from the employee's accumulated sick leave the difference between the amount of the employee's regular pay and the amount received under Workers' Compensation. This difference shall be charged on a pro-rated basis to the employee's accumulated sick leave and will cease when the accumulated sick leave is exhausted. In no case, will an employee receive double compensation under both the sick leave policy and the Workers' Compensation law.
  - 4. There will be no accumulation of sick leave or vacation benefits while receiving Workers' Compensation.

### B. Health Insurance:

### 2023-2026

The district pays 100% of Standard 1000 Plan premium for single coverage. For coverage other than single, the district pays 75% of the Standard 1000 premium

- 1. Employees may choose to buy up to Standard 500, Choice Plus, or Standard.
- 2. In 2024-25, employees will be offered dental insurance comparable to Delta Dental Level 4. If the employee elects to participate, then the district will cover 90% of the employee share.
- 3. In 2025-26, employees will be offered dental insurance comparable to Delta Dental Level 4. If the employee elects to participate, then the district will cover 100% of the employee share.

|                     | Health Insurance   | Dental Insurance                                  |
|---------------------|--|---|
| Single              | 100% Standard 1000 plan  | In 2024-25, 90% single<br>In 2025-26, 100% single |
| Adult with children | 100% Standard 1000 single AND 75% of dependent share based on Standard 1000 plan | In 2024-25, 90% single<br>In 2025-26, 100% single |
| Two Adults          | 100% Standard 1000 single AND 75% of dependent share based on Standard 1000 plan | In 2024-25, 90% single<br>In 2025-26, 100% single |
| Family              | 100% Standard 1000 single AND 75% of dependent share based on Standard 1000 plan | In 2024-25, 90% single<br>In 2025-26, 100% single |

- 4. For those employees working less than full-time as defined in Article 18 Work Week, the medical insurance paid by the District will be prorated based on the District's cost of full-time status.
  - a. Those employees working 15-20 hours will pay 50% of the eligible total health insurance premium cost. 15-20 hours per week will be considered a .5 (half time position) depending on the employees regular working hours (30-40).
  - b. Employees working below 15 hours may participate in the district's health care program, but the employee will pay all costs for participation.
- C. Cash in Lieu Current Employees. Any employee whose spouse receives coverage as an employee of RSU22 shall not be eligible for cash in lieu. \*Medicare and MaineCare recipients or their spouses are not eligible for Cash in Lieu.

If an employee elects no medical coverage or reduced coverage from the coverage in which the employee is entitled, and documents that the employee is otherwise covered, the Board will reimburse the employee in accordance to Appendix B. The cash payments under this provision are taxable income and shall be paid to the employee as an addition to the employee's regular paychecks.

D. By mutual agreement of the Board and Association, in the event of a catastrophic change in health insurance, either party may request to reconsider the sections of Article 14, Health Insurance of the ESP contract. This provision does not obligate either side to a particular outcome, but rather to foster a dialogue regarding unforeseen events pertaining to the aforementioned article.

Absent written agreement to modify the health insurance provision, this health insurance article shall continue in full force during the term of this Agreement.

# **ARTICLE 15 - ASSOCIATION RIGHTS**

- A. The Board agrees to furnish and maintain one 2' by 3' (or larger) bulletin board in a convenient place in each school to be used for the posting of Board notices to employees and also for use by the Association.
- B. The Association shall be permitted to conduct official Association business on school property when school is not in session in the building in question and where it does not interfere with scheduled meetings, school functions, or assigned duties of the employees and to use school facilities and equipment subject to Board policies governing the use of same by other community organizations.
- 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 shall not interfere with or interrupt normal school operation.
- D. The District agrees to provide payroll deductions of local, MEA and NEA dues for members of the bargaining unit, provided authorization for such deductions is granted by the individual unit members. The District shall forward all such dues so collected to the MEA before the tenth (10th) day of the month following the month in which deductions are made.
- E. The Association shall indemnify and hold the Board, the Superintendent of Schools, and the District harmless against all claims and suits which may arise by reason of any action taken in making deductions of said monies and remitting the same pursuant to this Article. The employee shall notify the Superintendent of Schools as soon as an error is detected.
- F. The Association recognizes that the Board has the authority and responsibility to manage and direct, on behalf of the public, the activities and operations of the School District to the extent authorized by law. Nothing herein shall be interpreted to deny employees and/or the Association their (its) rights under Chapter 9-A, Title 26 M.R.S.A. or, the Association's right to negotiate in good faith with respect to wages, hours, working conditions, and contract grievance arbitration.

### **ARTICLE 16 - WORK RULES**

- A. When existing work rules are changed or new rules are established, they shall be emailed to all employees covered under this contract through district email to become effective within ten (10) working days except in an emergency. It is the responsibility of the employee to check their district email periodically so as to be aware of such notices. A copy of any revised work rule or new work rules shall be forwarded to the President of the Association.
- B. The Board agrees to furnish employees in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with RSU #22 Work Rules Regarding Disciplinary Actions at the time of hiring. Employees must sign an acknowledgment of receipt of said rules and the signed acknowledgment shall be placed in the employee's personnel file.
- C. In the event of inclement weather, an employee shall call their immediate supervisor to notify the supervisor that the employee cannot arrive at work on time because of the weather conditions.

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

# **ARTICLE 17 - SPECIAL ASSIGNMENTS & WAGES**

- A. Special Duty Assignment
  - 1. Compensation for special duty assignments for said employees hired by persons other than the Board shall be paid a minimum of three (3) hours.
  - 2. No custodian shall be taken off regular assignments for this purpose.
  - 3. Personal Care Salary Adjustment For Education Technicians doing personal care, an annual Salary Adjustment as denoted in Appendix A will be added to the employee's salary and paid out quarterly. If the student for whom the Education Technician is performing the personal care is absent more than 10% of the student days during a given quarter the PCSA will be adjusted. For example, if a student's attendance rate is 85% then the PCSA will be adjusted by approximately 3% (5 times 0.6).
    - a. Personal care may include administering medication orally or through a feeding tube, clean intermittent catheterization, suctioning of tracheotomy tubes, tube feedings, monitoring medical support systems, showering/shampooing, diapering, and/or assistance during menstruation and/or other procedures as written in the student's IEP or IHP.
    - b. Training and protection shall be provided before an employee administers medication or performs a procedure as authorized by a licensed health professional or qualified person or persons,
      - i. Training will be compensated for by the school district.
      - ii. Training should be offered at a time when trainees are free from other job assignments. Once training is complete, the procedure should be demonstrated to a licensed health professional or other qualified person for documented observation. Periodic monitoring of the employee by a licensed health professional or the qualified personnel should be documented.
      - iii. If an employee is asked to perform a procedure that the employee has not been trained to perform, the employee should 1) document the request and 2) contact the supervisor to arrange a training session. If training is not forthcoming, the employee should object in writing and have access to the grievance process.
    - c. Right to a Witness: The employee has the right to request a witness when performing procedures where all or a part of the student's body is exposed, as in catheterization or diaper changing.
    - d. Immunizations: Any employee who is deemed at risk for blood borne pathogens as stated in the employee's job description may elect to have the Hepatitis B vaccination series. The Board will reimburse employees for any costs incurred upon submission of proof of vaccination and relevant receipts.
  - 4. If an employee is recalled for a job assignment, as specified in a student's IEP, the employee would be paid for a minimum of two hours.
- B. Wage Scales Employees shall be paid in accordance with the wage scales attached as Appendix A to this Agreement.
- C. Step Placement for New Hires Initial placement on the salary schedule shall be determined by giving credit for equivalent experience and/or relevant education, training and skills.
- D. Longevity One-time bonus of \$500 upon reaching 20 years in the district.
- E. Payroll Deductions

1. 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) and District purchased insurances.

The Association shall indemnify and hold the Board, the Superintendent of Schools, and the District harmless against all claims and suits which may arise by reason of any action taken in making deductions of said monies and remitting the same pursuant to this Article. The employee shall notify the Superintendent of Schools as soon as an error is detected.

### **ARTICLE 18 - WORK WEEK**

- A. Custodians The work week for custodians shall be five eight-hour working days. The eight (8) hours will be working hours. The lunch or supper period will not be included in the eight (8) hour work day. All hours worked beyond forty (40) hours per week will be paid at the rate of time-and-a half. Custodians are required to work on days when school is canceled, on such occasions the daily work hours may be altered from the regularly worked hours. The work year shall be fifty-two (52) weeks, inclusive of vacation time.
- B. Administrative Assistants and/or Main Office Coordinator
  - 1. The normal work week for administrative assistants and/or main office coordinator will be thirty-five (35) hours per week, but in no case will it exceed forty (40) hours without prior authorization of the Superintendent of Schools.
  - 2. School year administrative assistants will not work during school vacations. Administrative assistants are not required to work on days when school is canceled. Any employee who elects not to report to work on a storm day will not be paid for that day.
  - 3. The work year for administrative assistants will start one week prior to the first student day and will end one week after the last student day.
  - 4. The work year of main office coordinators (currently Reeds Brook and in the office of the Principal of Hampden Academy) will be fifty-two (52) weeks, inclusive of the vacation time.
- C. Food Service Schedules will vary for food service employees based upon operational needs. These schedules will be issued by the Food Service Director by July 1 of each year. Hourly wages will be paid for weeks, or parts thereof, when lunches are served. Food Service workers are not required to work on days when school is canceled due to a storm emergency and the employee will not be paid for any day when school is canceled. However, cafeteria workers may access their EPL or accrued and earned vacation pay when school is canceled. The employee's lunch period will not be included as a part of the work day.
- D. Educational Technicians I The normal work week for Educational Technicians I will be thirty (30) hours (five 6-hour days), except in special circumstances. Hourly wages will be paid for weeks or parts thereof, when work is performed. Educational Technicians I are not required to work on days when school is canceled due to a storm emergency and the employee will not be paid for any day when school is canceled. However, Educational Technicians I may access their EPL or accrued and earned vacation pay when school is canceled. The employee's lunch period will not be included as part of the work day.

- E. Educational Technicians II and III The normal work week for Educational Technicians II and III will be thirty-five (35) hours (five 7-hour days), except in special circumstances. Hourly wages will be paid for weeks or parts thereof, when work is performed. An Educational Technician II or III who is required or approved by an administrator to attend I.E.P. meetings, team meetings, or parent/teacher conferences, or to perform other work outside the Educational Technicians' II and III normal work hours, shall be paid for all time worked at the Educational Technicians' II and III appropriate rate of pay. Educational Technicians II or III are not required to work on days when school is canceled due to a storm emergency and the employee will not be paid for any day when school is canceled. However, Educational Technicians II and III may access their EPL or accrued and earned vacation pay when school is canceled. The employee's lunch period will not be included as part of the work day. The minimum work year shall be 182 days. On Inservice, Management and Teacher Prep days it will be the responsibility of each building principal and/or other administrator to notify the Education Technicians in that building as to their assignment for that specific day. The Education Technician, with permission from the supervising teacher and building principal, may elect to take an In-service Day (NON-STUDENT) as unpaid if the Education Technician is not needed for that specific day, thus decreasing the minimum number of days worked. Additional days may be added as needed to be determined by the building principal and superintendent.
- F. Tutor Facilitator The normal work week for a tutor facilitator will be thirty-five (35) hours (five 7-hour days), except in special circumstances. This is currently a salaried position and will remain so until the current employee is no longer employed with RSU22. When this position becomes vacant, this title and pay scale will be eliminated.
- G. Except as provided above, whenever an employee is directed not to report to work on a regularly scheduled work day, the employee shall be paid at the regular rate for such hours as the employee had been scheduled to work.
- H. On days when the schedule is altered by the Board resulting in a work day shorter than the employee is normally scheduled to work, the pay for that day will be what it would have been had the employee worked the normally scheduled hours. Such examples would be, but not limited to, weather delays or evacuations.
- I. Call Back Any affected employee shall be guaranteed two (2) hours of their base pay or time and one-half (1 1/2), if beyond 40 hours per work week, for any time called back to perform their work responsibilities. All call backs must be authorized by the Superintendent or their designee.
- J. Employees who work 6 hours or more per day will receive an unpaid, duty-free lunch period scheduled for a maximum of twenty minutes during the work day at a time which is approved by both the principal and the supervising teacher.
- K. Support Staff who work on a Saturday, Sunday or Monday when that Monday is a holiday, shall receive their weekend work hours at time-and-a-half, as long as the employee has not taken any other paid or unpaid time off during that same work week.

# **ARTICLE 19 - ASSIGNMENTS AND TRANSFERS**

A. All employees shall be given written notices through district email of their wages and salaries, work assignments and hours, in-service dates, and building assignments for the forthcoming year no later than July 15. This notice will include a current written job description which describes the employee's job responsibilities. Because enrollments may affect assignments, changes may be made after these dates. In the event that work assignments, hours or building assignments are made subsequent to the July 15 notification date, the employees shall be given a thirty (30) day written notice, except in the case of an emergency.

- B. Transfers initiated by Principals, Supervisors, or District Administrators
  - 1. The central administration or a site principal or supervisor may initiate employee transfers in order to meet the staffing needs of the District or site.
  - 2. Before an administrative reassignment is initiated, each person affected by the reassignment shall participate in a conference with the principal and the superintendent or their designee.
- C. Transfers Resulting from School Closure or District Reorganization
  - 1. The Association leadership and the District shall meet to review reassignment procedures in the event of school closure or District reorganization.

### **ARTICLE 20 - PROFESSIONAL DEVELOPMENT**

- A. The Board agrees to pay the expenses (including fees, meals, lodging, and/or transportation) incurred by personnel attending workshops, seminars, conferences, courses or other sessions which are approved in advance by the Superintendent.
- B. Trainings for food service employees vary depending on hours worked. Every effort to have required trainings conducted in-house will be made. In the event that a training(s) cannot be conducted within the school/district, the Board will pay for all costs related to tuition, registration, materials, meals, travel, etc. The employee shall receive their appropriate rate of pay during the time in attendance at such meetings and travel time in accordance with the Fair Labor Standards Act.
- C. Reimbursement for professional credits Courses pre-approved by the Superintendent of Schools shall be reimbursed at the rate of 100% of the UM rate for either undergraduate or graduate level credit hour rate for six (6) credits in a year. In order to receive reimbursement for any approved course(s) a written request for reimbursement of the tuition rate paid by the Board must be submitted within sixty (60) calendar days of receipt of written notification of satisfactory completion of the course. The submission requirement may be waived by mutual written agreement between the Superintendent and employee. In the case of a specialty area of need determined by the Superintendent (i.e. special education), the Superintendent may approve additional courses to ensure adequate certified employee workforce pools.
- D. District's Direct Payment Option
  - 1. As an alternative to the above reimbursement procedure, the District shall provide any employee who complies with the above approval procedures course reimbursement the option of receiving a direct payment to any accredited college or university. The Superintendent shall make arrangements at the employee's request with any accredited college or university for a direct payment, provided a direct payment option is available. This direct payment option is not allowable for the payment of any courses exceeding six (6) credit hours per school year. In the event that the tuition cost exceeds the University of Maine tuition rate for undergraduate or graduate credits or if any other related costs exist, such cost shall be the financial responsibility of the employee, not the District.
  - 2. In the event that any employee who has used this direct payment option fails to successfully complete the course(s) or to provide written verification within sixty (60) calendar days of receipt of written notification of satisfactory completion of the course, the Educational Technician shall reimburse the District the amount of payment made on behalf of the employee. Unless other written repayment arrangements are made with the Superintendent, any reimbursement owed to the District by the employee shall be made by payroll deductions in six (6) consecutive payments. Full payment may be made to the business office at any time.
  - 3. Should the employee cease employment with the District, the amount remaining due shall be paid in full by the employee.

4. The employee must sign the attached payroll deduction form regarding this direct payment option prior to the implementation by the Superintendent.

### ARTICLE 21 - DISCIPLINE AND DISMISSAL

### A. Just Cause

- 1. The Board retains the right to discipline employees who have completed the probationary period, provided that no employee shall be disciplined, suspended, or dismissed without just cause.
- 2. Probationary employees are not covered by the just cause standard for discipline, including discharge.
- B. Written Notice and Due Process
  - 1. Whenever an employee is required to appear before the Board or any committee thereof, concerning any matter which could adversely affect the continuation of that employee's employment or wage, then the employee shall be given at least three (3) days prior written notice of the reason for such meeting and shall be advised that they are entitled to have a representative of the Association present to advise and represent the employee.
    - a. The three (3) day notice shall mean three (3) work days.
- C. The Association shall be given prompt written notice of the written reprimand, discharge or suspension of any employee provided the disciplined employee signs a waiver authorizing the Superintendent to give such notice. The signed waiver shall be placed in the employee's personnel file.

# ARTICLE 22 - JOB DESCRIPTIONS, RECLASSIFICATIONS, AND EVALUATIONS

- A. Each employee shall be provided with a current written job description which describes the employee's job responsibilities upon hire. This shall be provided annually with reasonable assurance of continued employment. The Association shall be provided with a copy of all current job descriptions of employees in the bargaining unit by October 1. Job descriptions will be accurately maintained and reviewed annually.
- B. When an employee is assigned by the supervisor to work in a higher job classification on a temporary basis for more than three (3) consecutive work shifts, the employee shall be paid at the rate of the higher classification from the first day of such work shift provided all the duties of the higher classification were performed.
- C. Employees may be evaluated annually by their immediate supervisor and/or the appropriate administrator. A copy of the written evaluation shall be given to the employee being evaluated. The employee's supervisor will meet with the employee within ten (10) working days upon completion of the evaluation and discuss the result. The unit member shall be given a copy of the written evaluation prepared by their supervisor. The employee shall have the opportunity to sign the evaluation report that is to be placed in the employee's personnel folder. The employee's signature does not mean that the employee agrees with the evaluation. The employee shall be able to respond in writing to any and all areas of the evaluation within ten (10) days of receipt of the evaluation and have such response attached to the evaluation in the personnel folder.
  - 1. Each employee shall receive a blank copy of the evaluation form at the beginning of each school year. No employee shall be asked to sign a blank evaluation form.
- D. 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 23 - PERSONNEL FILES**

- A. The Board shall maintain, for official purposes, one (1) personnel file for each employee. This file shall be kept under conditions that insure its integrity and safekeeping,
- B. Employees shall be sent a copy of all material henceforth placed 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 within ten (10) days of receipt of such material. This written response shall then be filed and attached to the appropriate material.
- C. Employees and a designated Association representative shall have the right to examine their file in the presence of the file's custodian provided that a written request has been given in advance of such viewing to the Superintendent. Such viewing shall take place during the normal business hours of the office in which the file is kept.
- D. The personnel file will be given only to those who have a need to see it.
- E. The employee and duly designated Association representatives may obtain copies of any material in the personnel file during the normal business hours of the office in which the file is kept and at the expense of the employee.

### **ARTICLE 24 - GRIEVANCE PROCEDURE**

### A. Definitions

- 1. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
- 2. An "aggrieved party" is the employee or group of employees who submit a grievance or on whose behalf it is submitted and the Association.
- B. Step 1 Immediate Supervisor The Association and/or the employee shall take up the grievance or dispute with the employee's immediate supervisor within twenty (20) days of the date on which the employee knew or should have known of the occurrence of the grievance. The supervisor shall meet with the employee to adjust the matter and shall respond to the Association or the employee within five (5) days of the conclusion of the meeting with the grievant.
- C. Step 2 Principal/Director If the grievance has not been settled, it shall be presented in writing by the Association or the aggrieved party to the Principal or Director, within five (5) days after the Supervisor's response is due. The Principal or Director shall respond to the Association or grievant in writing within ten (10) days of receipt of the written grievance.
- D. Step 3 Superintendent of Schools If the grievance still remains unadjusted, it shall be presented by the Association or the aggrieved party to the Superintendent in writing within ten (10) days after the response of the Principal or Director is due. The Superintendent shall respond in writing to the Association or the grievant as appropriate, within ten (10) days of receipt of the written grievance.
- E. Step 4 Board of Directors If the grievance still remains unsettled, the Association or the aggrieved party may within five (5) days after the reply of the Superintendent is due, by written notice to the Superintendent, appeal to the Board. The Board shall schedule the appeal at the next regularly scheduled Board meeting provided ten (10) days' notice has been given. Within ten (10) days from the conclusion of the next regularly scheduled Board meeting, the Board shall render a written decision.

### F. Step 5 - Arbitration

- 1. Within five (5) days of the date on which the response of the Board is due, the Association may submit the grievance to binding arbitration by written notice to the Superintendent. Said notice shall suggest the name(s) of an arbitrator(s) to hear the grievance. The Association and the Board or their designee(s) shall select an arbitrator within five (5) days of receipt of the notice. If the parties fail to agree on an arbitrator, the Association may request the assignment of an arbitrator by the American Arbitration Association according to its rules.
- 2. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument. The arbitrator shall have no authority to modify, add to, or subtract from any provision of this Agreement.
- 3. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Board and the Association. However, each party shall be responsible for compensating its own representatives and witnesses.
- 4. The parties shall use a mutually agreed upon form for the processing of grievances.
- 5. Nothing in this procedure prevents an employee from filing a grievance on the employee's own behalf, provided the Association is notified, given a reasonable opportunity to be present at any meeting where the grievance is discussed, allowed to state its view and that no resolution of such grievance is inconsistent with the terms of the Agreement.
- 6. If either party requests that a transcript be made of an arbitration hearing, such transcript shall constitute the only official record of the hearing. The party causing such a transcript to be made shall pay the costs involved and furnish the arbitrator with a copy. If the opposite party requests a copy of the transcript, it shall pay the costs to have such transcript made.
- 7. The election to submit the issue(s) of a grievance to any other forum shall be a waiver to submit such issue(s) to arbitration.
- 8. A grievance shall be initiated at the lowest step where a remedy can be granted.
- G. Time limits may be extended by mutual agreement between the Association and the Board.

# **ARTICLE 25 - REOPENER**

A. In the event of curtailment or significant reduction in state funding, EA 22 agrees to a reopener regarding salary.

### **ARTICLE 26 - DURATION**

- A. This Agreement entered into this first of July, 2023, by and between EA22 and the RSU 22 Board of Directors.
- B. This Agreement is to become effective as of July 1, 2023, and shall remain in effect until June 30, 2026.
- C. Should any part of this Agreement be found to be unlawful, that part shall become void, but all other parts shall remain in effect. Should any part be found to be unlawful, the parties agree to negotiate within ten (10) days on the impact upon the Association of the voiding of that provision.
- D. Should this collective bargaining agreement expire without a successor agreement in place, all employees shall receive their regularly scheduled step increase under the terms of this agreement.

IN WITNESS WHEREOF the Board and the Association, by their respective representatives duly authorized, do affix their signatures to this Agreement.

**RSU 22 Board of Directors** 

**Education Association 22** 

Heath Miller, Chair

Lester French, Vice Chair

Beth Kilgore, Co-President

Cedena McAvov. Co-President

RSU22 Negotiations Team

Nick Raymond, Chief Negotiator
Faye Anderson
Tina Boone
Lester French
Allan Gordon, Jr.
Trish Hayes

EA 22 Negotiations Team
Beth Kilgore, Chief Negotiator

Debbie Hotham
Sheryl Mayo
Betsy Murphy
Ken Wood
Denise Young

### **APPENDIX A**

# A. Employment Requirements for Step Eligibility

EY 0: 0 - 12 months

EY 1: 13 - 24 months

EY 2: 25 - 36 months

EY 3: 37 - 48 months

EY 4: 49 - 60 months

EY 5: 61 - 72 months

EY 6: 73 - 84 months

EY 7: 85 - 96 months

EY 8: 97 months +

V8: 97+ months with RSU22

### B. Custodians

- 1. Any custodian whose regular shift ends after 6 P.M. will be paid \$.10 per hour (\$4.00) per week) more than the amounts listed in the wage scale.
- 2. Any custodian whose shift ends after 9 P.M, will be paid \$.20 per hour (\$8.00 per week) more than the amounts listed in the wage scale.
- 3. Any custodian whose regular shift ends after midnight will be paid \$.25 per hour (\$10.00 per week) more than the amounts listed in the wage scale.
- 4. These night differentials will not be paid during school vacations when all custodians work day shifts.

# **APPENDIX B**

# A. Cash in Lieu of Health Insurance Coverage

Does not take coverage but eligible for:

Single: \$1,500

Adult with Child: \$2,600 Two Person: \$3,200 Family: \$3,800

Takes Single but eligible for:

Adult with Child: \$1,100 Two Person: \$1,700 Family: \$2,300

# **APPENDIX C**

# A. Educational Support Personnel Salary Schedule

|                             | EY 0<br>(0-12<br>months) | EY 1        | EY 2    | EY 3    | EY 4    | EY 5    | EY 6    | EY 7    | EY 8    | V8<br>(8+ yrs ii<br>RSU 22) |
|-----------------------------|--------------------------|-------------|---------|---------|---------|---------|---------|---------|---------|-----------------------------|
| Custodian                   | \$17.19                  | \$18.85     | \$19.34 | \$19.83 | \$20.13 | \$20.33 | \$20.58 | \$21.00 | \$22.36 | \$22.85                     |
| Head<br>Custodian           | \$18.28                  | \$19.92     | \$20.42 | \$20.91 | \$21.26 | \$21.51 | \$21.81 | \$22.17 | \$23.55 | \$24.07                     |
| HA Head<br>Custodian        | \$19.99                  | \$21.65     | \$22.19 | \$22.73 | \$23.08 | \$23.33 | \$23.63 | \$24.12 | \$25.62 | \$26.20                     |
| HA Kitchen<br>Manager       | \$19.99                  | \$21.65     | \$22.19 | \$22.73 | \$23.08 | \$23.33 | \$23.63 | \$24.12 | \$25.62 | \$26.20                     |
| Food Service                | \$15.46                  | \$16.85     | \$17.28 | \$17.70 | \$17.99 | \$18.18 | \$18.42 | \$18.72 | \$19.86 | \$20.97                     |
| Kitchen<br>Manager          | \$16.61                  | \$18.06     | \$18.48 | \$18.90 | \$19.25 | \$19.50 | \$19.80 | \$20.03 | \$21.31 | \$22.14                     |
| Admin.<br>Assistant         | \$17.27                  | \$18.72     | \$19.18 | \$19.64 | \$19.99 | \$20.24 | \$20.54 | \$20.87 | \$22.09 | \$22.71                     |
| Main Office<br>Coord.       | \$18.22                  | \$19.91     | \$20.43 | \$20.94 | \$21.29 | \$21.54 | \$21.84 | \$22.18 | \$23.53 | \$24.18                     |
| Education<br>Technician I   | \$16.30                  | \$16.96     | \$17.67 | \$18.40 | \$19.10 | \$19.84 | \$20.13 | \$20.42 |         | \$21.21                     |
| Education<br>Technician II  | \$17.19                  | \$18.03     | \$18.85 | \$19.70 | \$20.51 | \$21.36 | \$21.74 | \$22.12 |         | \$22.90                     |
| Education<br>Technician III | \$18.08                  | \$19.09     | \$20.03 | \$21.01 | \$21.93 | \$22.88 | \$23.35 | \$23.82 |         | \$24.58                     |
| Tutor<br>Facilitator        | \$55,299.0               | \$55,299.01 |         |         |         |         |         |         |         |                             |
| Personal Care               | \$4,403.23               |             |         |         |         |         |         |         |         |                             |

RSU 22 Educational Support Personnel Agreement - July 1, 2023 - June 30, 2026

| 2024-2025 P                 |                          |             |         |         |         | The second | ALL DITES |         | E 100 100 |                           |
|-----------------------------|--------------------------|-------------|---------|---------|---------|------------|-----------|---------|-----------|---------------------------|
|                             | EY 0<br>(0-12<br>months) | EY 1        | EY 2    | EY 3    | EY 4    | EY 5       | EY 6      | EY 7    | EY 8      | V8<br>(8+ yrs i<br>RSU 22 |
| Custodian                   | \$17.92                  | \$19.65     | \$20.16 | \$20.68 | \$20.93 | \$21, 19   | \$21.45   | \$21.89 | \$23.31   | \$23.83                   |
| Head<br>Custodian           | \$19.06                  | \$20.77     | \$21.29 | \$21.79 | \$22.11 | \$22.42    | \$22.74   | \$23.11 | \$24.56   | \$25.09                   |
| HA Head<br>Custodian        | \$20.84                  | \$22.57     | \$23.13 | \$23.70 | \$24.01 | \$24.32    | \$24.63   | \$25.15 | \$26.71   | \$27.31                   |
| HA Kitchen<br>Manager       | \$20.84                  | \$22.57     | \$23.13 | \$23.70 | \$24.01 | \$24.32    | \$24.63   | \$25.15 | \$26.71   | \$27.31                   |
| Food Service                | \$16.11                  | \$17.57     | \$18.01 | \$18.46 | \$18.70 | \$18.95    | \$19.20   | \$19.51 | \$20.70   | \$21.86                   |
| Kitchen<br>Manager          | \$17.32                  | \$18.83     | \$19.27 | \$19.70 | \$20.02 | \$20.33    | \$20.64   | \$20.88 | \$22.21   | \$23.08                   |
| Admin.<br>Assistant         | \$18.01                  | \$19.52     | \$19.99 | \$20.47 | \$20.79 | \$21.10    | \$21.41   | \$21.75 | \$23.03   | \$23.67                   |
| Main Office<br>Coord.       | \$18.99                  | \$20.75     | \$21.30 | \$21.83 | \$22.14 | \$22.46    | \$22.77   | \$23.12 | \$24.53   | \$25.21                   |
| Education<br>Technician I   | \$16.99                  | \$17.68     | \$18.42 | \$19.18 | \$19.91 | \$20.68    | \$20.99   | \$21.29 |           | \$22.11                   |
| Education<br>Technician II  | \$17.92                  | \$18.80     | \$19.65 | \$20.54 | \$21.38 | \$22.27    | \$22.66   | \$23.06 |           | \$23.87                   |
| Education<br>Technician III | \$18.85                  | \$19.90     | \$20.89 | \$21.90 | \$22.87 | \$23.85    | \$24.34   | \$24.83 |           | \$25.62                   |
| Tutor<br>Facilitator        | \$57,649.                | \$57,649.22 |         |         |         |            |           |         |           |                           |
| Personal Care               | \$4,590.37               |             |         |         |         |            |           |         |           |                           |

| 2025-2026 P                 |                          |         |         |         |         |         |         |         | AL WINE |                             |
|-----------------------------|--------------------------|---------|---------|---------|---------|---------|---------|---------|---------|-----------------------------|
|                             | EY 0<br>(0-12<br>months) | EY 1    | EY 2    | EY3     | EY 4    | EY 5    | EY 6    | EY 7    | EY 8    | V8<br>(8+ yrs ii<br>RSU 22) |
| Custodian                   | \$18.77                  | \$20.58 | \$21.12 | \$21.66 | \$21.93 | \$22.20 | \$22.47 | \$22.93 | \$24.42 | \$24.96                     |
| Head<br>Custodian           | \$19.96                  | \$21.75 | \$22.30 | \$22.83 | \$23.16 | \$23.49 | \$23.82 | \$24.20 | \$25.72 | \$26.28                     |
| HA Head<br>Custodian        | \$21.83                  | \$23.64 | \$24.23 | \$24.82 | \$25.15 | \$25.48 | \$25.80 | \$26.34 | \$27.98 | \$28.61                     |
| HA Kitchen<br>Manager       | \$21.83                  | \$23.64 | \$24.23 | \$24.82 | \$25.15 | \$25.48 | \$25.80 | \$26.34 | \$27.98 | \$28.61                     |
| Food Service                | \$16.88                  | \$18.40 | \$18.87 | \$19.33 | \$19.59 | \$19.85 | \$20.11 | \$20.44 | \$21.68 | \$22.90                     |
| Kitchen<br>Manager          | \$18.14                  | \$19.72 | \$20.18 | \$20.64 | \$20.97 | \$21.29 | \$21.62 | \$21.87 | \$23.27 | \$24.18                     |
| Admin.<br>Assistant         | \$18.86                  | \$20.44 | \$20.94 | \$21.44 | \$21.77 | \$22.10 | \$22.43 | \$22.79 | \$24.12 | \$24.80                     |
| Main Office<br>Coord.       | \$19.89                  | \$21.74 | \$22.31 | \$22.86 | \$23.19 | \$23.52 | \$23.85 | \$24.22 | \$25.70 | \$26.41                     |
| Education<br>Technician I   | \$17.80                  | \$18.52 | \$19.30 | \$20.09 | \$20.85 | \$21.67 | \$21.99 | \$22.30 |         | \$23.16                     |
| Education<br>Technician II  | \$18.77                  | \$19.69 | \$20.58 | \$21.51 | \$22.40 | \$23.33 | \$23.74 | \$24.16 |         | \$25.00                     |
| Education<br>Technician III | \$19.75                  | \$20.85 | \$21.88 | \$22.94 | \$23.95 | \$24.98 | \$25.50 | \$26.01 |         | \$26.84                     |
| Tutor<br>Facilitator        | \$60,387.                | 56      |         |         |         |         |         |         |         |                             |
| Personal Care               | \$4,808.41               |         |         |         |         |         |         |         |         |                             |

RSU 22 Educational Support Personnel Agreement - July 1, 2023 - June 30, 2026