

AGREEMENT BETWEEN THE

M.S.A.D. #17 BOARD OF DIRECTORS

AND

OXFORD HILLS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

July 1, 2023 - June 30, 2026

TABLE OF CONTENTS

ARTICLE NUMBER	NAME OF ARTICLE	PAGE NUMBER
-	Preamble	3
-	Witnesseth	3
1	Recognition	4
2	Management Rights	4
3	Association Rights	4-5
4	Association Dues	5
5	Grievance Procedure	5-7
6	Probationary Period	8
7	Job Description and Reclassification	8
8	Medical Examinations	8
9	Employee Rights	8-9
10	Seniority	9
11	Evaluation	10
12	Personnel Files	10
13	Vacancies	10-11
14	Resignations	11
15	Leaves of Absence with Pay	11-18
16	Unpaid Leave of Absence	18
17	Insurance	18-19
18	Family Medical Leave	20
19	Meal Allowance	20
20	Uniform	20
21	Tool Allowance	20
22	Hours of Work	20-21
23	Hourly Rates	21-22
24	Supplementary Wage Provisions	22-23
25	Severability	23-24
26	Duration of Agreement	24
Appendix A	Hourly Wages	25-27
Appendix B	Cash-in-Lieu Process	28-29
Appendix C	Just Cause Standards	30

PREAMBLE

Agreement entered into this 17th of July, 2023, by and between the Oxford Hills Educational Support Personnel Association (hereinafter called the "Association") and the Board of Directors (hereinafter called the "Board"), of School Administrative District No. 17 (hereinafter called the "District"), comprising the towns of Harrison, Hebron, Norway, Otisfield, Oxford, Paris, Waterford, and West Paris, Maine.

WITNESSETH

WHEREAS, the Board and the Association have a statutory obligation, pursuant to the Municipal Public Employees Labor Relations Law under Chapter 424 of Public Law 1969 State of Maine, to confer and negotiate in good faith with respect to wages, hours and working conditions, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement,

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

ARTICLE 1 - RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative, as defined under 26 M. R. S. A. 962 (6) for all full time and regular part time employees working ten (10) or more hours a week within the District, including Ed Tech I, office assistant/dispatcher/driver, route manager/dispatcher/bus driver, bus drivers, van drivers, custodians, mechanics, lead mechanic, maintenance specialists, maintenance personnel, and all food service personnel (excluding the Food Service Director, Assistant to the Food Service Director, and all temporary, seasonal, or on-call staff including substitutes).

ARTICLE 2 - MANAGEMENT RIGHTS

The Board shall retain all of its management functions including the sole and exclusive control, direction, and supervision of operations and personnel except as limited or modified by the express provisions of this Agreement.

ARTICLE 3 - ASSOCIATION RIGHTS

1. Upon prior approval by the building principal, the Association may be permitted to transact official Association business on school property when school is not in session, the building is not being used for other purposes and where it does not interfere with assigned duties of the employees, subject to Board policy governing use of facilities.
2. The Association may post notices of activities and matters of Association concern on bulletin boards designated by the appropriate administrator away from areas open to the public or students.
3. The Association shall be notified of and have the right to meet with newly hired employees without loss of pay for a minimum of 30 minutes at any orientation or if no orientation is held, at a mutually agreed upon time within 10 days of hire, per Maine statute.
4. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, mediation, fact finding, or arbitration, he or she shall suffer no loss of pay.
5. The Association shall be permitted to post notices on the bulletin boards serving the employees in each work location.
6. It is agreed that the Superintendent and the Association President and/or Vice President or other executive board member will meet monthly to discuss matters

of mutual concern in an effort to maintain positive communications between both parties.

ARTICLE 4 - ASSOCIATION DUES

- A.** The Committee shall deduct Association dues from the pay of the Association employees during the school year upon receipt of signed authorization from members of the Association on forms satisfactory to the Committee.
- B.** The Committee agrees to notify the Association verbally within one (1) week and in writing within a reasonable period of time of the name, address, job classification, and date of employment or termination thereof of all employees covered by this Agreement, if such information is not included in the Board agenda and/or minutes.
- C.** Upon appropriate written authorization from the employee, the Committee shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), savings bonds, charitable donations, insurance, or any other plans or programs approved by both the Association and Committee.
- D.** Deductions shall carry over from year to year unless stopped by written request of the employee.
- E.** The Association agrees fully to indemnify and hold the district harmless from any claim or suit of any nature arising out of, or in connection with, any deduction pursuant to this provision.

ARTICLE 5 - GRIEVANCE PROCEDURE

Definitions

Grievance - A grievance is a dispute over the interpretation or application of the terms of the Agreement.

Grievant - A grievant may be either an individual employee or a group or class of employees or the Association, provided that it identifies the affected employee/s.

Days - Days shall mean school days except during summer recess when days shall mean Monday through Friday except for legal holidays.

Informal Procedure

The employee with a grievance must discuss the matter with his/her immediate supervisor either directly or through his/her Association's representative with the objective of resolving the matter informally within fifteen (15) days of the date of the occurrence.

Formal Procedure

Step One - Immediate Supervisor

If the grievant is not satisfied with the disposition of the grievance at the informal stage, the grievance may be presented in writing to the Supervisor within ten (10) days of the outcome of the informal procedure. The Supervisor shall meet with the grievant within five (5) days of receipt of such grievance and render a written decision to the grievant within ten (10) days of such meeting.

Step Two - Superintendent

If the grievance has not been resolved at step one to the satisfaction of the grievant, the grievance may be appealed to the Superintendent within five (5) days of receipt of such decisions. The Superintendent shall meet with the grievant to discuss the allegations within five (5) days of receipt of the written appeal and render a written decision within five (5) days of such meeting.

Step Three - Board

If the grievance has not been resolved at step two to the satisfaction of the grievant, the grievance may be appealed to the Board within ten (10) days of receipt of the step two decision. The Board and the grievant will meet for the purpose of resolving the grievance at the next regularly scheduled meeting of the Board provided at least five (5) days have passed between receipt of the grievance and the Board meeting. Within ten (10) days of said meeting a written decision will be sent to the grievant.

Step Four - Arbitration

If the grievance has not been resolved at step three to the satisfaction of the Association, the Association may, by giving written notice to the Board within ten (10) days after receipt of the step three decision., present the grievance for arbitration. Within five (5) days of receipt of the notification for arbitration, representatives of the parties will select a mutually agreeable arbitrator. If they

fail to agree on a name, within ten (10) days, the Association may request the services of the American Arbitration Association for disposition in accordance with their rules. The arbitrator's decision will be final, binding, and in writing, and will set forth the findings of fact, reasoning, and conclusions on the issues as submitted by the parties, subject to review as provided by Maine statute.

The arbitrator is without authority to render a decision which requires the commission of an act prohibited by state law or violative of the terms of this Agreement. The arbitrator's authority shall be limited to the application of the express terms of this Agreement, and he or she shall have no power to add to, subtract from or modify the terms of this Agreement.

All costs for the services of the arbitrator shall be borne equally by the parties.

Miscellaneous

A grievance which shall affect a group or class of employees, or employees at more than one school, or is a matter over which the Supervisor has no authority, may be initiated at step two.

No written document or record relating to any grievance shall be filed in the personnel folder of any employee.

The time limits set forth herein may be extended in writing by mutual agreement of the parties.

All grievances filed shall include the nature of the grievance, the article(s) of the Agreement that are applicable, the date, time, and place of occurrence, the current date, the supervisor responsible for the infraction, all to the extent known at the time of filing. The name of the grievant, the name of the representative of the group or class, and the remedy sought shall also be included.

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

The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

Each appeal must be responsive to the answer from the step being appealed.

No employee shall suffer retaliation or discrimination for exercising his or her rights under this article.

ARTICLE 6 - PROBATIONARY PERIOD

1. All new employees shall be on probationary status for their first Twelve (12) months of employment. During this period, employees must exhibit their fitness for their position to the satisfaction of the superintendent or his/her designee before becoming non-probationary employees.
2. All employees who apply for and are hired to serve in a different position within this Agreement shall be placed on probationary status for their first six (6) months of employment in the new position. During this period, employees must exhibit their fitness for their new position to the satisfaction of the superintendent or his/her designee before changing to non-probationary status. If the new position is deemed inappropriate for the employee, he/she will be returned to a position equal to the one held before the change in status with no probation.

ARTICLE 7 - JOB DESCRIPTION AND RECLASSIFICATION

The District shall make available to all employees copies of their job descriptions. The Association shall be provided with a copy of all current job descriptions of employees in the Bargaining Unit, and whenever jobs are created or modified.

When an employee works in a higher job classification than his/her current classification he/she shall be paid a flat dollar amount of \$20 per day from the first day of such consecutive work.

ARTICLE 8 - MEDICAL EXAMINATIONS

If employees are required by the Board to have x-rays and physical examinations other than by the school physician, the Board shall pay the cost of such services that are not covered by health insurance.

ARTICLE 9 - EMPLOYEE RIGHTS

1. No employee shall be subjected to discipline, including written reprimand, suspension, demotion, or discharge, without just cause. The Association shall be given prompt notice of any such discipline. (See Standards Appendix C).
2. The provisions of this article shall not apply to probationary employees.
3. The Superintendent will convene a School Safety Committee, comprised of administrators, teachers from every school selected by OHEA, and support personnel employees selected by OHESPA. This committee will meet as needed

to identify needs, formulate plans, and evaluate the progress of steps taken to improve school safety. Critical responsibilities of the committee will be to recommend ways to improve safety and to develop training programs to address safety concerns. The School Safety Committee will address safety concerns brought before it by District employees.

4. When practical one month's notice will be provided to Ed Tech I staff members in the event of an involuntary transfer.

5. No period of temporary full-time employment shall exceed three (3) months except in cases where the temporary employee is substituting for a regular employee who is absent due to illness, injury, or other approved leave.

ARTICLE 10 - SENIORITY

1. Employment begins on the first day of reporting for work.

2. In the event a layoff becomes necessary, employees shall be laid off in the inverse order of their seniority by job classification; unless the needs of the District, as determined by the Superintendent, require other factors to be considered in the reduction in force.

3. Employees who are laid off shall have the right to be recalled in reverse order of layoff for two (2) years following the date of layoff.

4. Seniority shall mean 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. An employee shall have no seniority for the initial twelve (12) months of employment, but upon completion of this period, shall have seniority retroactive to the commencement of this period.

5. Seniority (length of service) shall be calculated from the first day of work.

6. Employees hired before January 1 shall be credited with a year's service the following July 1.

7. Employees hired after January 1 shall not be credited with a year's service until the second subsequent July 1.

8. The Board shall establish a seniority list by department and job classification, with the employee with the greatest seniority listed first. The list shall be brought up to date annually and a copy shall be sent to the President of the Association. The President will post the list in designated areas.

9. Any objections to the seniority list must be reported to the Board and the Association within thirty (30) days from the date posted or it shall stand as accepted.

ARTICLE 11 - EVALUATION

1. All monitoring of the work or performance of an educational support employee shall be conducted openly and with the knowledge of the employee.
2. An employee shall be given a copy of any written evaluation reports. No such report shall be submitted to the Central Office, placed in an employee's file or otherwise acted upon until the evaluator has had a conference with the employee if requested by either the employee or the evaluator. An employee must sign the completed written evaluation report after the conference with the evaluator.
3. At the beginning of each school year the administration shall review the evaluation procedure with the educational support employees. All employees shall be given a copy of the form to be used in the evaluation process upon request.

ARTICLE 12 - PERSONNEL FILES

1. An employee shall have the right, upon request, to review the contents of his/her personnel file in the presence of the appropriate administrator. An employee shall have the right to have a copy made of the materials in his/her file.
2. No material pertaining to an employees' conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review such material. The employee shall acknowledge that he/she has reviewed such material by signing the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee may submit a written answer to such material and his/her answer shall be initialed by the Superintendent or his/her designee. All written responses to such material must be submitted to the Superintendent within fifteen (15) days from the receipt of the copy to be placed in the file. After a period of two (2) years, the employee can request obsolete and inappropriate material be removed. The decision of the Superintendent shall be final.

ARTICLE 13 - VACANCIES

Seniority will be given consideration in filling any new or vacated position, however, it will not be the only or the most important criteria. Among the criteria to be considered will be qualifications, experience, work performance and record.

The Board will notify employees of newly created or vacated positions occurring within the unit. Notice shall be by posting within District buildings on designated bulletin boards and on the District website. Job postings shall include hours per day, numbers of days worked, and a brief job summary. Employees shall be allowed no less than one week to apply for such vacancies from the date of the posting.

ARTICLE 14-RESIGNATIONS

Employees may have the right to resign upon submitting two (2) weeks written notice, unless such time is waived by the Superintendent.

ARTICLE 15-LEAVES OF ABSENCE WITH PAY

1.Vacations

Fifty-two (52) week employees:

After 3 months of service	5 days
After 6 months of service	10 days
After 3 years of service	15 days
After 5 years of service	20 days
After 10 years of service	25 days

- a. Vacation days may be requested by employees two weeks in advance through their supervisor. Final vacation dates will be approved in advance by the supervisor. Every reasonable effort shall be made to grant the employee's vacation request. In the event that the District is unable to find coverage when multiple employees have requested vacation leave, the employee with greater seniority will be given preference of vacation dates.
- b. Once vacation days have been approved, no employee may assert his/her seniority rights and bump another employee from an approved vacation.
- c. Vacations will be taken during a single contract year, and vacation pay will be equal to a normal rate of pay for the normal work week, not to

exceed eight (8) hours per day or forty (40) hours per week of the employee.

d. Vacation for less than 52-week employees is not an allocated period of time off but is a cash benefit equal to the earned (accrued) vacation time. Less than 52-week employees will earn vacation on an accrual basis from the date of hire. Earned vacation time will be withheld and paid in a lump sum payment at the end of the school year unless requested in writing by September 15. In such cases where it has been requested in writing, the earned vacation time will be paid in the regular biweekly paycheck as it is earned. With 30 days written notice the superintendent may approve an earlier disbursement of accrued time.

e. All employees in the bargaining unit shall have the opportunity to use accrued vacation time in the event of a school closing due to inclement weather or other emergency. Requests for such use shall be made within the pay period of the school closure.

f. All employees in the bargaining unit shall have the opportunity to use accrued vacation time during February or April school breaks. Request for such use shall be made at least one week in advance of the break.

Thirty-eight week employees:

The first year of service	5 days
After 3 years of service	10 days
After 5 years of service	15 days
After 10 years of service	20 days
Take vacation during school vacation weeks.	

2. Holidays

a. All fifty-two (52) week employees shall have the following paid holidays:

Labor Day

Indigenous People's Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

*Christmas Day

*New Year's Day

Martin Luther King Day

President's Day

Patriot's Day

Memorial Day

Juneteenth

*Independence Day

b. All thirty-eight (38) week employees shall have the following holidays:

Labor Day

Indigenous People's Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

*Christmas Day

*New Year's Day

Martin Luther King Day

President's Day

Patriot's Day

Memorial Day

Juneteenth- only paid when it falls within their work year

c. When thirty-eight (38) week employees are requested to work an entire week of a school vacation, any holiday that falls during that week will be paid to such employees.

	FY24	FY25	FY26
July 4 th	7/3/23	7/4/24	7/4/25
July 4 th 2 nd Day	7/4/23	7/5/24	7/7/25
Labor Day	9/4/23	9/2/24	9/1/25
Indigenous Peoples Day	10/9/23	10/14/24	10/13/25
Veteran's Day	11/10/23	11/11/24	11/11/25
Thanksgiving	11/23/23	11/28/24	11/27/25
Day after Thanksgiving	11/24/23	11/29/24	11/28/25
Christmas Holiday 1	12/25/23	12/24/24	12/25/25
Christmas Holiday 2	12/26/23	12/25/24	12/26/25
New Years Day	1/1/24	1/1/25	1/1/26
New Years Day 2	-	-	1/2/26
MLK Day	1/15/24	1/20/25	1/19/26
President's Day	2/19/24	2/17/25	2/16/26
Patriot's Day	4/15/24	4/21/25	4/20/26
Memorial Day	5/27/24	5/26/25	5/25/26
Juneteenth	6/19/24	6/19/25	6/19/26

3. Sick Leave

a. Fifty-two (52) week employees shall have fifteen (15) days available for sick leave and thirty-eight (38) week employees shall have twelve (12) days available for sick leave per year, cumulative to 120 days. An employee beginning work after July 1 or leaving work before June 30, shall have the sick leave pro-rated as to time worked.

b. Sick leave pay will be equal to the normal rate of pay for the normal work day of the employee, not to exceed eight (8) hours per day.

c. Employees must call their appropriate administrator or supervisor at least one (1) hour prior to the start of the work shift and report they are sick in order to receive sick pay for the day. Sick days may be used for doctor or dentist appointments.

d. The Superintendent reserves the right to require medical authentication of any sick leave claimed, including the right to suspend the sick leave

until such authentication is received. The District shall pay for any medical examination that it requires under this article.

e. Employees deemed eligible for paid leave under Workers Compensation benefits are not entitled to similar district provided paid leave for the period of time. The District may require any workers compensation eligible employee using district sick leave to apply for and participate in Workers Compensation insurance programs.

f. In cases of emergency, employees shall be entitled to a maximum of ten (10) absences annually charged to sick leave to care for an employee's spouse, significant other (live-in, spousal type relationship), child or parent who is seriously ill. Absences for such leave must be for a good cause and taken only after obtaining approval from the appropriate administrator/supervisor.

g. A sick leave pool shall be established for the benefit of non-instructional personnel who suffer a catastrophic illness that is non-work related.

i. One day of each support staff annual sick leave entitlement shall be automatically donated to the sick leave pool unless the support staff declines participation by written notification to the Superintendent by September 15th. Each eligible contributing support staff shall be a member of the pool and eligible to withdraw days as provided in this section.

ii. Enrollment in the pool shall be voluntary.

iii. Additions to the pool must be made by October 15 of each school year. If the 15th is on a Saturday, it shall be the Monday after the 15th.

iv. No member shall be granted sick leave pool days until his/her own sick leave is down to five (5) days but may not use pool days until his/her own sick days are exhausted.

v. Members withdrawing from the pool will not be required to replace the days withdrawn, except as a regular contributing member of the pool.

vi. At the close of the school year in June, all unused sick leave days will remain in the pool until the following September, at which time they will be added to the new pool for the ensuing year, but such accumulation shall at no time exceed 180 days.

vii. Would be recipients of the sick pool shall submit a doctor's statement in evidence of extended illness or disability on the District's medical certification form.

viii. The Superintendent and the Association President shall jointly name the recipient from the pool, not to exceed thirty (30) days per recipient per year. In the event that the Superintendent and the Association President are unable to agree as to who shall receive days from the pool, the Board shall make the decision. Recipients may not apply or receive more than thirty (30) days per year.

4. Bereavement Leave

Up to five (5) consecutive working days at any one time to attend the funeral and/or care for family business matters associated with the death of a spouse, significant other (live-in, spousal type relationship), child, step-child, parent, step-parent, sibling, step-sibling, parent in-law, sibling-in-law, son-in-law, or daughter-in-law, and up to three (3) consecutive working days at any one time to attend the funeral of a grandparent, grandchild, aunt, uncle, niece or nephew. One (1) additional day of leave will be granted for the purpose of attending the interment if held at a time distant from the death.

5. Personal Leave

a. Staff will have three (3) days leave of absence for personal reasons. Staff may request two additional personal days through their supervisor. Notification to the staff's immediate supervisor for this leave shall be made at least one week before taking such leave except in cases of emergency. The two (2) additional days may be used as described above and will be deducted from the employee's available sick leave. If this leave is denied by the supervisor, the staff member may appeal the decision to the superintendent or their designee. Personal leave may not be used to extend a holiday or vacation, or to extend any other leave provision of this contract except for bereavement leave.

b. Where the request for personal leave does not arise as the result of an emergency, the employee shall give at least one (1) day's notice and the number of days of absence requested.

c. An Employee's request for time off for personal leave will be granted upon approval of the appropriate administrator or supervisor where the need for the absence is beyond the control of the individual and cannot readily be scheduled after or before the work day. Personal leave may not

be used to extend a holiday, vacation or other leave provision of this contract except for above. The Superintendent may request such information as he/she deems necessary to determine if the leave request may be properly granted under the terms of this contract.

6. Jury Duty

Employees shall be paid the difference between any jury duty compensation received and their regular wages for each day of jury duty service. The employee is required to present an official statement of jury pay received to the Superintendent. Any reimbursement for expenses shall remain the property of the employee.

7. Childbearing, Rearing or Adoption Leave

A leave of absence shall be granted to an employee who fulfills eligibility criteria under federal or state Family Medical Leave contained in the Family Medical Leave Act for the purpose of childbearing and/or rearing or adoption. The Board will grant paid leave in an amount up to the applicable FMLA laws funded by the employee's available accrued sick leave. Said employee shall notify the Superintendent of Schools and confer with the Superintendent to determine mutually agreeable terms of the leave after which the leave shall be granted. Any employee seeking qualifying FMLA leave for the purposes of childbearing, rearing or adoption shall notify the Superintendent in writing of the need for childbearing leave at least thirty (30) days in advance of the commencement of leave, if possible.

- a. An employee who is pregnant and medically unable to work as certified by a licensed physician shall be eligible to utilize sick leave pay if available.
- b. The day following delivery, the staff member may elect to use up to 60 workdays of paid leave or whatever number of days employee has accrued for sick leave for the purposes of child bonding and rearing in accordance with FLMA allowable provisions.
- c. Adoptive Parent: Any employee adopting a child may receive similar leave as described above (Section C), which shall commence upon him/her receiving de facto custody of said child.
- d. Extension of Parental Leave: If an employee desires to request an extension of parental leave without pay, said employee shall notify the Superintendent of Schools and confer with the Superintendent to determine mutually agreeable terms of the leave. An extended parental

leave time without pay shall not count toward increment credit on the pay scale; however, an employee returning to employment from parental leave shall be entitled to all benefits accumulated prior to the leave.

e. Disabilities: Disabilities arising from pregnancy in the absence of a request for an extended parental leave without pay, or prior to or following a parental leave shall be treated the same as other disabilities.

ARTICLE 16-UNPAID LEAVE OF ABSENCE

Employees may request special leave of absence without pay for personal, family problems, maternity sick leave, or emergency situations. Each leave of absence without pay must be approved by the Superintendent.

ARTICLE 17 - INSURANCE

1. Health Insurance

a. The Board agrees to furnish health insurance from the MEA Benefits Trust (Anthem Blue Cross/Blue Shield) to all employees employed to work fifteen (15) or more hours per week if hired before June 21, 1993 or twenty-five (25) or more hours per week if hired after June 21, 1993. To that health insurance plan the Board will contribute 80% of the premiums for MEA Health Benefits Trust Choice Plus toward the MEA Health Benefits Trust Choice-Plus or Standard Plans. The Board will contribute 100% of the cost of a single premium or 80% dependent care coverage as described above to employees employed by the district on or before May 1, 1991. The portion of the payment paid by the employee will be taken out of pre-tax dollars in accordance with Section 125 of the I.R.S. code. This language will sunset when the last employee who fits the criteria no longer works for the district.

b. The Board may offer additional health plan options from other health plan providers to Association members in order to provide a broad selection of choice and premium costs. The District must offer plans outlined in Article 10 A (1) as three of the available options. The district will fund 80% of the premium for such alternative plans.

c. If both spouses are benefit eligible as described above and employees of M.S.A.D. No. 17, the District shall pay 100% of Choice Plus plan (Two Adults), or 100% of the Choice Plus Family Plan. In the event that the premium cost structure makes it less costly to pay 100% for two separate Single plans as opposed to the premium cost for the Two-Adults plan the district may elect that option.

d. If an employee has a spouse enrolled in a Two-Person or Family plan not provided by M.S.A.D. No. 17, the Board shall not provide insurance coverage for that employee. Each new enrollee in M.S.A.D. No. 17 insurance plan shall sign a certificate that he/she is not covered by another Two-Person or Family plan and will terminate enrollment in the M.S.A.D. No. 17 plan if he/she becomes covered by a plan not provided by M.S.A.D. No. 17. The Board may recover any amount accepted in violation of this provision in a civil action.

2. Cash-in-Lieu Option

Support staff will be given an opportunity under the terms of the flexible benefit plan to elect no medical coverage. If a support staff elects no medical coverage or reduces coverage from the coverage the support staff had on June 1, and documents that he/she is otherwise covered, by another employer-sponsored group health plan or a federal or state sponsored plan (other than a "health insurance exchange" under the Affordable Care Act. Provided that the support staff is still eligible for the higher level of coverage he/she had on June 1, the Superintendent will reimburse the support staff up to \$4000 for the premium cost the Board saves as a result of the election of reduced coverage or no coverage. The cash payments under this provision are taxable income and shall be paid to the support staff not later than June 30th of each year. In order to receive this benefit, a participating support staff must sign an annual form certifying that he/she is eligible for the higher level of insurance coverage. When a support staff's level of coverage is reduced because of a change in eligibility or a qualifying event such as divorce, or when the dropped insurance is covered by the Board-provided insurance of another M.S.A.D. #17 School District employee, this provision shall not apply. An election to receive cash-in-lieu of dropped or reduced coverage may be made only during the annual Open Enrollment period. In order to receive the reimbursement under this cash-in-lieu program, the program must generate sufficient funds to be self supporting. Self-supporting means that the number of new participants enrolled in this option is sufficient to result in health insurance cost savings equal to the cost of this cash-in-lieu program. The self-supporting cash-in-lieu option will be considered each year of this contract. (See appendix B).

3. Dental Insurance

a. The Board agrees to furnish, at its own expense, to all employees employed to work twenty-five (25) or more hours per week, a dental insurance plan comparable to the Maine School Management Association

Dental Trust Fund for all eligible employees. The Board will pay \$30.00 a month.

b. Any employee enrolled in an insurance plan pursuant to this Article whose scheduled hours drops below twenty-five (25) per week through no fault of his/her own, shall be eligible to maintain his/her insurance benefit.

ARTICLE 18 - FAMILY MEDICAL LEAVE

The Family Medical Leave Act (FMLA) entitles eligible employees to take a job protected unpaid leave for specified family and medical reasons. If you believe you are in need of this leave, please contact the central office to schedule an appointment.

ARTICLE 19 - MEAL ALLOWANCE

When bus drivers are on out-of-district trips for the Board, if the sponsoring organization is unable to provide meals, the District, upon submission of receipts, will reimburse meals purchased while on the trip at the following rate: \$15.00 for every four hours, up to a maximum of 12 hours.

ARTICLE 20 - UNIFORMS

1. A foul weather suit will be made available at each school site in the District for use by the custodians.
2. Maintenance Personnel and Maintenance Specialists will be provided coveralls for painting and other appropriate maintenance repair activities.
3. Maintenance Personnel, Maintenance Specialists, and Garage Mechanics will be paid a \$5.00 per week uniform allowance.
4. 52-week custodians shall be reimbursed up to \$150 annually for shoes and job-specific clothing.
5. Aprons and hairnets shall be provided to all food service personnel and a foul weather suit shall be provided to the food service driver.

ARTICLE 21 - TOOL ALLOWANCE

Mechanics and Maintenance will be paid a tool allowance of \$25.00 per week.

ARTICLE 22 - HOURS OF WORK

1. Employees will be given one (1) fifteen (15) minute break period in each four (4) hours worked.
2. Custodians on night shift work will be entitled to take one-half (1/2) hour during their regular eight (8) hour shift on site each day as eating time.
3. Weather related delays or a weather-related dismissal from school, or a weather-related school cancellation, as determined by the Superintendent or his/her designee, shall be considered as time worked that day, and the Ed Tech I shall be paid for a full day's work.
4. Employees dismissed from their duties due to extraordinary circumstances (as determined by the Superintendent or his/her designee) resulting in the closure of school(s) shall receive their regular pay for that day.
5. Any phone application download by employees on their personal handheld device for the purpose of tracking/logging hours shall be used exclusively for reporting hours worked.
6. The Transportation Director will establish a transparent and equitable way to assign extra bus trips, for those who opt into the rotation process, taking into account the amount of hours worked, distance, and overtime cost to the district.
7. The Facilities Director will establish a transparent and equitable way to assign custodial coverage, taking into account the amount of hours worked, distance from their usual place of work, and overtime cost to the district.

ARTICLE 23 - HOURLY RATES

1. The hourly rates of pay as specified in Appendix A shall become effective on the date specified in Article 26 of this Agreement.
2. Employees may request to be reclassified and recommended to a higher pay grade category.
3. The provisions of this Article are contingent on approval of the District Budget as presented by the Board of Directors.
4. The steps listed in Appendix A represent the hourly rate paid through the years of service indicated on the scale (example: Step One, 0-2 years - employee is paid the hourly rate through the third year of employment). New hires may receive credit for prior work experience in a related field and be placed at the

equivalent wage step at the discretion of the Superintendent. Seniority, for the purposes of RIF order, vacation and other benefits, is still to be determined by continuous years of service in MSAD 17 and will not be affected by a new employee being placed at a higher step.

5. The first year of employment is probationary.
6. The steps listed in Appendix A represent the years of continuous service in the District, and the hourly rate is paid through the years of service indicated on the scale.

ARTICLE 24 - SUPPLEMENTARY WAGE PROVISIONS

1. Overtime shall be paid for approved hours worked in excess of 40 hours work per week, including hours actually worked and holiday pay.
2. On out-of-district trips, the rate of pay for bus drivers will be on the regular hourly rate.
3. Bus drivers employed on a thirty-eight (38) week basis shall be paid the equivalent of a day's pay if they make one run on storm days. If the drivers are notified there is no school less than thirty (30) minutes before their scheduled run, they will receive two (2) hours reporting pay. Food service employees who are notified there is no school less than thirty (30) minutes before their required reporting time will receive a minimum of two (2) hours' reporting pay.
4. Employees who are required by their supervisors to attend meetings or conferences during working hours shall receive pay, equal to their normal rate of pay, for the hours or days during which the meetings occur.
5. Any employee who is terminated due to reduction in force or who resigns in good standing after three (3) years of employment due to circumstances beyond his/her control, shall be entitled to one (1) week's severance pay, commencing with the effective date of severance from employment.
6. Any employee who retires after ten (10) years of employment or is terminated due to reduction of force, shall be entitled to one-half (1/2) accumulated sick leave pay, not to exceed thirty (30) days, commencing with the effective date of severance of employment.
7. A seventeen cent (\$.17) shift differential shall be paid to any custodian, maintenance specialist or maintenance personnel whose work day begins at or after 3:00 p.m. A twenty-five cent (\$.25) shift differential shall be paid to any custodian, maintenance specialist or maintenance personnel whose work day begins at or after 11:00 p.m.

8. Regular full or part time employees who work less than fifty-two (52) weeks, upon the request of the employee, shall have their paychecks pro-rated over 26 pay periods

9. There will be a \$1.00 per hour differential for Ed Tech Is who are required by the Special Education Director to be Safety Care Trained.

10. An Ed Tech I who must be authorized shall be reimbursed for courses taken toward their State authorization. The Ed Tech I must receive prior approval as specified under Board Policy GCI using form GCI-E and present evidence that they have completed the course, earned a grade of B or better and have paid for the course as specified in GCI-E to be reimbursed.

11. Educational Loan Advance Program:

a. The District will make available an educational loan/advancement program for Ed Tech I employees that will provide advance tuition for approved courses, provided a third-party billing for the educational loan/advancement is available.

b. In order to receive such educational loan/advancement, the employee shall complete an "Employee Payroll Deduction Authorization Form" for each course for which such payment is requested.

c. Receipt of such educational loan/advancement must have prior written approval of the Superintendent.

d. If an employee fails to provide written grade notification to the Superintendent within thirty (30) days from the grade being posted or the employee withdrawing from the course, the employee will reimburse the District the amount of the 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 no more than six (6) consecutive payments or by the end of the calendar year whichever occurs first.

e. Should the employee cease employment with the District, the amount remaining shall be paid in full from the employees' remaining paychecks. In the event of any outstanding balances, the employee shall repay the District within thirty (30) days of his/her employment severance from the District.

12. Employees who are required to cover additional areas due to short-staffing, vacancy, or absence shall be compensated with an additional \$15.00 per day differential.

13. Employees who are called to report for an unexpected duty shall receive a minimum of two (2) hours reporting pay.

14. Drivers who report for a duty, but the assignment is cancelled after they report will receive a minimum of two (2) hours reporting pay.

ARTICLE 25 - SEVERABILITY

In the event that a Maine court finds any provision of this Agreement is found to be in conflict with any state, federal, or other applicable law, such law(s) shall prevail and such provision 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. Negotiations on the provision(s) found invalid shall commence within thirty (30) days of a request by either party.

ARTICLE 26 - DURATION OF AGREEMENT

This Agreement shall be effective as of July 17, 2023 and shall continue in effect until June 30, 2026, subject to the Association's right to negotiate a successor agreement as provided by law. In the event that collective bargaining pursuant to MRSA Title 26 shall not have been successfully completed prior to the expiration date herein provided, employee wages and benefits will remain "static" until a successor agreement has been negotiated.

The Board agrees to make the wages and benefits afforded in this contract retroactive to July 1, 2023.

In witness whereof, the parties hereto have caused this Agreement to be signed by Their respective Presidents and/or Chairmen, attested to by their respective members, all on the date and year noted below.

This document constitutes the entire agreement between the parties for the term hereof as to all matters subject to collective bargaining; negotiations for changes or additions shall be by mutual consent only.

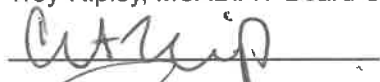
The attached signatures certify to majority ratification by both parties.



Troy Ripley, MSAD#17 Board Chair

8/30/2023

Date



Catherine Winship, MSAD#17 Negotiations Chair

9/5/2023

Date



Kevin Farnum, OEASP

8-31-22

Date

Diane Waltanen, OEASP

Date

APPENDIX A SALARY SCALES

old scale	new	Bus Driver		
		FY24	FY25	FY26
0-3	0-2	\$ 20.04	\$ 20.84	\$ 21.46
4-6	3-4	\$ 20.63	\$ 21.45	\$ 22.09
7-10	5-6	\$ 21.22	\$ 22.07	\$ 22.73
11-15	7-8	\$ 21.81	\$ 22.68	\$ 23.36
16-19	9-10	\$ 22.40	\$ 23.29	\$ 23.99
20-24	11-12	\$ 22.99	\$ 23.91	\$ 24.62
25+	13-14	\$ 23.58	\$ 24.52	\$ 25.26

old scale	new	Ed Tech I		
		FY24	FY25	FY26
0-3	0-2	\$17.59	\$ 18.30	\$ 18.85
4-6	3-4	\$18.13	\$ 18.86	\$ 19.42
7-10	5-6	\$18.67	\$ 19.42	\$ 20.00
11-15	7-8	\$19.21	\$ 19.98	\$ 20.58
16-19	9-10	\$19.75	\$ 20.54	\$ 21.16
20-24	11-12	\$20.29	\$ 21.10	\$ 21.74
25+	13-14	\$20.83	\$ 21.67	\$ 22.32

old scale	new	Van Driver		
		FY24	FY25	FY26
0-3	0-2	\$ 17.45	\$ 18.15	\$ 18.69
4-6	3-4	\$ 17.98	\$ 18.70	\$ 19.26
7-10	5-6	\$ 18.51	\$ 19.25	\$ 19.83
11-15	7-8	\$ 19.04	\$ 19.80	\$ 20.39
16-19	9-10	\$ 19.57	\$ 20.35	\$ 20.96
20-24	11-12	\$ 20.10	\$ 20.90	\$ 21.53
25+	13-14	\$ 20.63	\$ 21.45	\$ 22.10

old scale	new	Food Service Asst		
		FY24	FY25	FY26
0-3	0-2	\$ 16.51	\$ 17.18	\$ 17.69
4-6	3-4	\$ 17.04	\$ 17.73	\$ 18.26
7-10	5-6	\$ 17.57	\$ 18.28	\$ 18.83
11-15	7-8	\$ 18.08	\$ 18.80	\$ 19.37
16-19	9-10	\$ 18.63	\$ 19.38	\$ 19.96
20-24	11-12	\$ 19.16	\$ 19.93	\$ 20.53
25+	13-14	\$ 19.69	\$ 20.48	\$ 21.10

old scale	new	Café Driver		
		FY24	FY25	FY26
0-3	0-2	\$ 17.30	\$ 17.99	\$ 18.53
4-6	3-4	\$ 17.83	\$ 18.54	\$ 19.10
7-10	5-6	\$ 18.36	\$ 19.09	\$ 19.67
11-15	7-8	\$ 18.89	\$ 19.64	\$ 20.23
16-19	9-10	\$ 19.42	\$ 20.20	\$ 20.80
20-24	11-12	\$ 19.95	\$ 20.75	\$ 21.37
25+	13-14	\$ 20.48	\$ 21.30	\$ 21.94

old scale	new	Food Serv. Mgr.		
		FY24	FY25	FY26
0-3	0-2	\$ 17.07	\$ 17.75	\$ 18.28
4-6	3-4	\$ 17.60	\$ 18.30	\$ 18.85
7-10	5-6	\$ 18.13	\$ 18.85	\$ 19.42
11-15	7-8	\$ 18.66	\$ 19.40	\$ 19.98
16-19	9-10	\$ 19.19	\$ 19.95	\$ 20.55
20-24	11-12	\$ 19.72	\$ 20.50	\$ 21.12
25+	13-14	\$ 20.25	\$ 21.06	\$ 21.69

old scale	new	Mechanic		
		FY24	FY25	FY26
0-3	0-2	\$ 20.21	\$ 21.02	\$ 21.65
4-6	3-4	\$ 20.75	\$ 21.58	\$ 22.22
7-10	5-6	\$ 21.28	\$ 22.13	\$ 22.80
11-15	7-8	\$ 21.82	\$ 22.69	\$ 23.37
16-19	9-10	\$ 22.35	\$ 23.25	\$ 23.94
20-24	11-12	\$ 22.89	\$ 23.80	\$ 24.52
25+	13-14	\$ 23.42	\$ 24.36	\$ 25.09

old scale	new	Lead Mechanic		
		FY24	FY25	FY26
0-3	0-2	\$ 21.00	\$ 21.84	\$ 22.50
4-6	3-4	\$ 21.54	\$ 22.40	\$ 23.07
7-10	5-6	\$ 22.07	\$ 22.96	\$ 23.65
11-15	7-8	\$ 22.61	\$ 23.51	\$ 24.22
16-19	9-10	\$ 23.14	\$ 24.07	\$ 24.79
20-24	11-12	\$ 23.68	\$ 24.63	\$ 25.37
25+	13-14	\$ 24.21	\$ 25.18	\$ 25.94

old scale	new	Maintnenance		
		FY24	FY25	FY26
0-3	0-2	\$ 20.15	\$ 20.96	\$ 21.59
4-6	3-4	\$ 20.68	\$ 21.51	\$ 22.15
7-10	5-6	\$ 21.21	\$ 22.06	\$ 22.72
11-15	7-8	\$ 21.74	\$ 22.61	\$ 23.29
16-19	9-10	\$ 22.27	\$ 23.16	\$ 23.86
20-24	11-12	\$ 22.80	\$ 23.71	\$ 24.42
25+	13-14	\$ 23.33	\$ 24.26	\$ 24.99

old scale	new	Maint Spec.		
		FY24	FY25	FY26
0-3	0-2	\$ 24.65	\$ 25.64	\$ 26.41
4-6	3-4	\$ 25.18	\$ 26.19	\$ 26.97
7-10	5-6	\$ 25.70	\$ 26.73	\$ 27.53
11-15	7-8	\$ 26.23	\$ 27.28	\$ 28.10
16-19	9-10	\$ 26.75	\$ 27.82	\$ 28.66
20-24	11-12	\$ 27.28	\$ 28.37	\$ 29.22
25+	13-14	\$ 27.80	\$ 28.92	\$ 29.78

old scale	new	Custodian		
		FY24	FY25	FY26
0-3	0-2	\$ 18.88	\$ 19.64	\$ 20.23
4-6	3-4	\$ 19.47	\$ 20.25	\$ 20.85
7-10	5-6	\$ 20.05	\$ 20.86	\$ 21.48
11-15	7-8	\$ 20.64	\$ 21.46	\$ 22.11
16-19	9-10	\$ 21.22	\$ 22.07	\$ 22.73
20-24	11-12	\$ 21.81	\$ 22.68	\$ 23.36
25+	13-14	\$ 22.39	\$ 23.29	\$ 23.99

APPENDIX B

Process for calculating Cash-in-Lieu (CIL) Payments

Do I qualify?

You do if one of the following applies:

- I am an employee who has elected not to participate in the district's health insurance plan.
- I am an employee who has dropped health insurance through the district's plan but is still eligible to participate.
- I am an employee who has reduced coverage for family members who are still eligible to be covered through the district's health insurance plan.

What documentation do I need to provide?

In order to participate in the program the following is required:

- Complete the Request for Cash-In-Lieu of Health Insurance form.
- Submit proof that you are covered by another health insurance plan.
- The request form and proof of insurance must be provided to the Central Office annually in September.

Which employees' savings are contributed to the CIP pool?

- Only savings for employees hired after June 30, 2008 are contributed to the pool.

How will the district's savings for my insurance be calculated and contributed to the pool?

- For employees hired after June 30, 2008 who have elected not to participate in district health insurance plans, the district will contribute the savings equivalent to the district's cost for an adult with child(ren), or single plan - based on the plan the employee would have qualified for.

- For employees who have dropped insurance since June 30, 2008, the district will contribute the saving equivalent to the district's cost for the plan the employee had in place prior to June 30, 2008, not to exceed the cost of an adult with child(ren) or single plan.
- For employees who have reduced insurance coverage for eligible family members since June 30, 2008, the district will contribute the savings equivalent to the district's cost for the plan in place prior to June 30 2008 minus the cost of the plan in effect after that date. NOTE: Spouses who are eligible to be covered under their own organizations health care plan, are not eligible to be covered under the district's plan. Therefore there is no savings contributed to the pool when a spouse moves from the district's plan to another plan. Savings will be added to the pool if an eligible dependent or dependents are moved from the districts plan to another plan.
- Employees who enroll after September 30th but before February 27th of each year, will be considered 50% participants both in terms of contributions to the pool and payments from the pool.
- Employees who have been hired or become eligible after February 27th can enroll in September of the next school year.

Who is part of my pool?

- Any person within your bargaining group who has elected to reduce or not participate in the district's health insurance plan.

When will I receive my portion of the pool?

- As per the bargaining agreement, CIL payments will only be made if the program is self-supporting.
- Savings will be calculated in March of each year, and eligible participants will be notified of the amount of benefit they will receive.
- Payments are taxable income and will be distributed to qualified participants in the first payroll in June.
- The savings pool will be recalculated annually.

APPENDIX C

JUST CAUSE STANDARDS

As set forth in an arbitrated ruling, the seven just cause standards, adapted to fit the context of school employee discipline, are as follows:

1. Did the employee have prior notice that his/her conduct would be subject to discipline, including possible non-renewal of contract?
2. Was the rule or performance standard violated reasonably related to the proper operation of the schools?
3. Did the school make a reasonable effort before taking action to discover whether the employee did in fact violate the rule or standard?
4. Was the investigation or evaluation fair and objective?
5. Is there adequate proof that the employee did in fact violate the rule or standard?
6. Was the decision non-discriminatory, i.e., was the employee treated differently than other employees?
7. Was the degree of discipline reasonably related to the seriousness of the violation of the school rule or standard?