

CONTRACT AGREEMENT

BETWEEN

MSAD 34 EDUCATION ASSOCIATION

(Bus Drivers, Custodians, Maintenance, Mechanic)

AND

MAINE SCHOOL ADMINISTRATIVE DISTRICT #34

BOARD OF DIRECTORS

July 1, 2008 through June 30, 2010

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ARTICLE 1

AGREEMENT

This Agreement entered into by Maine School Administrative District #34, hereinafter referred to as the Employer, Board and/or District, and M.S.A.D. #34 Education Association hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the Employer and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 2

RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for employees defined as custodians, bus drivers, mechanics, and maintenance personnel and excluding all other employees of MSAD #34.

ARTICLE 3

CHECK-OFF

- A. The Employer agrees to deduct the Association membership dues and insurances from the pay of the employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer of the Association by the fifteenth (15th) day of the month following the deduction.
- B. The Association shall fully indemnify and hold the District, Board, and Superintendent completely harmless against any claims or suits of any nature, which may arise by reasons of the Board's compliance with the terms of this article, provided that voluntary payroll deductions are mailed so as to arrive at the receiving institution on the payroll date.

ARTICLE 4

ASSOCIATION SECURITY

No employee shall be required to become a member of the Association as a condition of his/her continued employment. Each employee, who on the effective date of the Agreement, is a member of the Association, or who joins thereafter, shall maintain his/her membership in the Association for the duration of this Agreement, unless revoked in writing by June 15.

ARTICLE 5

DISCIPLINE

- A. Generally discipline shall be progressive in nature, (oral reprimand, written reprimand, suspension and discharge); however, the concept of progressive discipline may be departed from depending on the severity of the infraction. Additionally, in applying discipline, the following will be considered:
1. Where a violation of a rule or order of a supervisor is involved, the District must make an effort to discover whether the employee did in fact violate or disobey a rule or order of the supervisor.
 2. The District's investigation of alleged conduct must be conducted fairly and objectively.
 3. The disciplinary action must be consistent with:
 - a. the infraction for which disciplinary action is being applied, and
 - b. the employee's conduct record.
- B. After serving a probationary period of six months (6) months, no employee may receive a written reprimand, be suspended (whether with or without pay), or be discharged without just cause.
- C. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- D. This Article on Disciplinary Procedures does not apply to the discharge of an employee in connection with the elimination of his/her position pursuant to Articles related to Seniority, Layoff, or Recall.

ARTICLE 6

SETTLEMENT OF DISPUTE

Processing Grievances During Working Hours

The Association may process grievances during working hours without loss of pay.

Grievance and Arbitration Procedure

Any grievance or dispute, which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Any employee may attempt to settle any complaint, with or without the Association, concerning the application of this agreement at the lowest level before entering into a formal grievance.

Step I: The Association, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within twenty (20) working days of the date of the grievance or the employee's first knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the Association within five (5) working days. In the absence of the Transportation Supervisor, the grievance shall be filed at Step II if filed by a bus driver.

Step II: If the grievance has not been settled, it shall be presented in writing by the Association to the Superintendent/designee within ten (10) working days after the supervisor's response is due. The Superintendent/designee shall respond to the Association in writing within five (5) working days.

Step III: If the grievance still remains unadjusted, it shall be presented by the Association to the Board of Directors in writing within fifteen (15) working days after the response of the Superintendent/designee is due. The Board shall meet to consider the grievance within thirty (30) calendar days of receipt of the grievance. The Board shall respond in writing to the Association within seven (7) working days of the Board meeting.

Step IV: If the grievance is still unsettled, the Association may, within ten (10) working days after the reply of the Board is due, by written notice to the Board, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer's designee and the Association's designee within ten (10) working days after notice has been given. If the parties fail to select an arbitrator, the State Board of Arbitration and Conciliation shall be requested by either or both parties to serve as arbitrators on the grievance.

The decision of the arbitrator shall be final and binding on all the parties subject to judicial review pursuant to Title 26, Section 972, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

The power of the arbitrator stems from this procedure and his/her function is to interpret and apply the terms of the Agreement and to rule upon alleged violations thereof. He/she shall have no power to add to, subtract from, or alter any of the terms of the Agreement, nor shall

he/she have any power or authority to make any decision that requires the commission of an act prohibited by law or that is a violation of the terms of the Agreement.

ARTICLE 7

PROFESSIONAL DISCUSSIONS COMMITTEE

The employer shall meet with the Association Committee when a meeting has been requested.

The purpose of Committee meetings will be to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the employer other issues, which would improve the relationship between the parties.

ARTICLE 8

HOURS

- A. The Board shall set the total number of hours per week, and weeks per year for all support personnel. The normal workweek shall be Monday through Friday, with the exception of legal holidays. Exceptions to the normal workweek of five (5) consecutive days may be designated by the supervisor and approved by the Superintendent. The parties agree that all bus drivers will be considered as full time, year-round employees. All full-time, year-round employees will be assured forty (40) hours per week, fifty-two (52) weeks per year, with the exception of legal holidays. Current part-time, school year bus drivers shall be grandfathered. This article does not include spare drivers who are not part of the bargaining unit.
- B. Custodial workers and bus drivers shall be on duty in accordance with a time schedule prepared by the supervisor and approved by the Superintendent.
- C. The Supervisor of Transportation shall be responsible for the normal hours of bus drivers to be between the hours of 6:00 a.m. and 5:00 p.m. Exceptions may be made to the normal work week if unusual circumstances exist. Any exception must be of a temporary nature.
- D. It is understood that the determination of the need for overtime is a Board prerogative. Should the Board determine the need for overtime to cover bus trips, the overtime shall be assigned by the Supervisor of Transportation according to the seniority list of bus drivers who wish to work overtime. It is further understood that the Board shall assign trips to employees hired specifically for the purpose of extra-curricular trips and to employees whose driving schedule may be less than forty (40) hours, prior to utilizing the seniority list.

- E. Employees who have had custodial work assigned to them in addition to regular bus runs, may have trips which occur on Monday through Friday assigned to them in lieu of the custodial work, providing the trip has an expected termination time before 6:00 p.m., at the discretion of the Board. It is understood that the employee may decline the extra trip, but in so doing is forfeiting his/her expectation of additional time to equal a forty (40) hour workweek.
- F. Bus drivers whose work week may be less than forty (40) hours, may have trips or other duties assigned to them at the discretion of the Board. It is understood that the employee may decline the extra trip, but in so doing, is forfeiting his/her expectation of additional time to equal a forty (40) hour work week.
- G. Trips during school vacation shall first be offered to full-time, year-round bus drivers who have indicated their interest in writing to the Supervisor of Transportation. All trips during school vacation time are to be offered to employees, by seniority on a rotating basis, from the list of those expressing interest.
- H. The monthly trip schedule and assignments will be updated and posted each Friday in the bus garage.

ARTICLE 9

OVERTIME

A. Overtime

1. Overtime, at time and one-half, shall be paid to employees for all actual work performed over and above forty (40) hours worked per week, except as noted below.
2. All overtime work shall require the advance approval of the Superintendent or designee.
3. Hours worked for the purposes of computing overtime worked shall include regular duty.

B. All Overtime Work Shall be Generally Voluntary

1. Overtime custodial work will be offered on a rotating basis to custodians by seniority first, and then to bus driver/custodians next by seniority. If no one wishes to take the overtime work, the original person asked will be required to do such work.
2. Overtime bus driving will be offered to bus drivers on a rotating basis by seniority. If no one wishes to take the

overtime work, the original person asked will be required to do such work.

C. **Emergency Situations**

Assignment of overtime by seniority for custodians shall be waived in emergency situations where a custodian is asked to remain at school to deal with a specific situation.

ARTICLE 10

WAGES

A. **Wage Schedule**

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A.

B. **Pay Period**

The salaries and wages of employees shall be paid bi-weekly on Friday of the appropriate week. During any period of illness and upon employee's request, the District shall mail the check to the employee.

C. **Shift Differential**

In addition to the established wage rates, the employer shall pay an hourly premium of thirty-five (35) cents to custodians beginning shifts after noon for all hours worked after 3:00 p.m.

ARTICLE 11

BENEFITS

A. Benefits are allowed in two (2) categories: (1) to full-time year round custodians and bus drivers; and (2) part-time staff.

B. Unless otherwise provided in the Agreement, all leave, vacation, holidays, insurance and other benefits of any kind to which employees may be entitled under this Agreement shall be prorated based upon the ratio between the employee's regular scheduled hours, for the previous month, and the full-time hours for that classification.

C. Full-time employees are those who work forty (40) hours per week year round. Part-time employees will receive prorated benefits.

A. Health Insurance-The District will pay the employee's medical insurance throughout the contract year in the health insurance program selected by the Board, as follows:

Insurance:

2008-2009

2009-2010

Choice Plus Plan	Employer	Employee	Employer	Employee
Single	90%	10%	85%	15%
Adult / Child (Children)	90%	10%	85%	15%
2 Adults	90%	10%	85%	15%
Family	90%	10%	85%	15%

D. The employer shall provide Social Security coverage for its employees. The District shall contract and participate in the Maine State Retirement System, under the options selected and in effect, as of July 1, 1996, for employees hired before July 1, 1991.

E. **Attendance Incentive**

An extra day's pay will be awarded to employees with no illness or personal leave absences from July 1 through October 31, November 1 through February 28 and March 1 through June 30. [Three (3) days maximum per year.]

F. **Storm Days**

Full-time employees who report for work will be paid for a full day if they are directed to work four (4) or more hours. If they are directed to work less than four (4) hours, they will be paid for four (4) hours of work.

Storm days are not to be used for sick days, unless the employee has missed the previous day as a sick leave day and the illness has continued to prevent attendance at work. Employees who are sick on a storm day and provide written verification from a doctor, (at employee's expense), will be paid for a sick day.

Employees who notify the transportation supervisor by 6:15 a.m., may choose to take the storm day as a vacation day.

ARTICLE 12

CALL TIME

- A. Any employee called to work outside of the employee's regular scheduled shift shall be paid for a minimum of two (2) hours of work for each call in at the rate of time and one-half.
- B. If the call-time work assignment and the employee's regular shift overlap, the employee shall be paid the call-time rate and one-half until he/she completes two (2) hours of work. The employee shall then be paid for the balance of his/her regular shift at the appropriate rate.

ARTICLE 13

REST PERIODS

All employees work schedules of eight (8) hours shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift.

ARTICLE 14

MEAL PERIODS

All employees will take an unpaid period of one (1) hour for lunch during each eight (8) hour work shift. Whenever possible, the lunch period shall be scheduled in the middle of each shift. If any employee is requested to take a special bus run outside the District either before or after regular hours, the District will pay the driver one (1) extra hour, at the regular rate of pay, as a payment for meal reimbursement providing the trip is at least two (2) hours in duration and the trip is between the hours of 11 a.m. and 1 p.m. on non-school days, and between the hours of 6 a.m. and 8 a.m. or 6 p.m. and 8 p.m. on any day.

ARTICLE 15

HOLIDAYS

- A. All full-time custodians and bus drivers shall receive the following paid holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, a half-day on the day before Christmas, and Christmas Day.
- B. All part-time drivers shall receive the same holidays as full-time except Independence Day, which will be a paid holiday if they work the day before and the day after the holiday.
- C. **Eligibility Requirements**

Employees shall be eligible for holiday pay under the following conditions:

- 1. An approved leave day before or after the holiday shall be considered a work day for this purpose.
- 2. If a holiday is observed on an employee's scheduled day off or vacation, he/she shall be paid for the unworked holiday.
- 3. Employees who have established seniority, but who are on inactive status due to sick leave prior to the week in which the holiday occurs, shall receive pay for such holiday.

- D. **Holiday Pay**

Eligible employees who perform no work on a holiday shall be paid their regular hourly rate of pay, times their regularly scheduled hours.

Eligible employees whose regular workday differs from the standard eight (8) hour day shall be paid their regular hourly rate of pay times the number of hours in their regular work day.

E. **Holiday Work**

If employees work on any of the holidays listed above, they shall be paid at the rate of time and one-half in addition to holiday pay.

ARTICLE 16

VACATIONS

Eligibility

Employees who average more than twenty (20) hours per week during his/her work year, will be eligible for paid vacation time after one (1) year of service with the District on a prorated basis. The vacation hours will be based on the weekly average for the previous year.

Vacation Allowance

Vacation allowance shall be based on the following schedule:

Full-time Employees

After One Year = 10 days
After Eight Years = 15 days
After Fifteen Years = 20 days

Part-time Employees

After One Year = 5 days
After Two Years = 10 days
After Eight Years = 15 days

Vacation Stipulation

With the exception of the last full week before the opening of school, all vacations will normally be taken in the summer. Vacation time may be requested and granted during school vacation weeks.

All transportation, mechanical, maintenance and custodial employees will schedule their vacation periods with the person in charge of transportation by June 1 of every year.

Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Scheduling of Vacations

Vacation shall be approved at such time as may serve the best interest of the school system, as directed by the employee's supervisor and approved by the Superintendent. The District reserves the right to limit the number of employees who might be on vacation at any one time.

Vacation Rights in Case of Layoff or Separation

Any employee who is laid off, retired, or separated from the service of the Employer for any reason, prior to his/her taking vacation, shall be compensated by check for the unused vacation he/she has accumulated at the time of separation.

ARTICLE 17

SENIORITY

A. Probation Period

New employees shall be added to the seniority list six (6) months after their date of hire. During this period, the employer shall have the right to terminate employment at any time for any legally permissive reason. Seniority shall be an employee's length of continuous regular service since the date of his or her employment. An employee shall have no seniority for the initial six (6) months of employment, but upon completion of this period, shall have seniority retroactive to the commencement of this period.

B. Seniority List

Within thirty (30) days of the execution of this Agreement, the Board shall establish a seniority list by classification with the employee with the greatest seniority listed first. The seniority list shall be brought up to date every year. The Association shall verify the validity of the list and sign off on the seniority list within thirty (30) days of its initial publication and within thirty (30) days from its revision each year.

C. Breaks in Continuous Service

1. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement.

ARTICLE 18

WORK FORCE CHANGES

A. Reduction in Force (RIF)

1. In the event it becomes necessary for the Board to eliminate the position of any employee for any reason, the following procedures shall be followed:

- a. The Board, in its sole discretion, shall determine how many positions within each classification (bus driver, custodian, mechanic and maintenance personnel) must be eliminated.
 - b. The Board shall then consider the following criteria in determining which employee(s) to lay off within each classification:
 1. Length of continuous service and
 2. Qualifications
 - c. The Board shall notify the Association at least forty-five
 45) days in advance of the effective date of any position elimination due to a Reduction in Force.
2. The recall of any employee under this Article shall be handled in reverse order of layoff by classification. The affected employee shall have the right, for a period of twelve (12) months from the effective day of layoff, to be notified in writing by certified mail of any available position in the employee's classification, with such notice being mailed to the last address which the employee has furnished to the Superintendent's Office. If the employee does not accept the position within ten (10) calendar days after mailing of the notice, the employee shall waive his/her further right to recall. The next person on the recall list shall be subject to recall. Refusal of any offer of less than full time positions shall not affect the employee's right to notice. The right to recall is limited to non-probationary employees.
 3. Any non-probationary employee who is notified of lay off under this Article shall be entitled to use up to two (2) paid days for seeking other employment.
 4. Any non-probationary employee who is laid off under this Article may elect to continue any insurance authorized under this Agreement in accordance with COBRA guidelines.

B. Promotions/Vacancies

1. The supervisor, in consultation with the Superintendent, shall recommend assignments and transfers of support staff members for the efficient operation of the schools. Such transfers and assignments may be either permanent or temporary.
2. a. The preferences of employees shall be taken into consideration in making assignments and transfers; however, the best interests of students and the District must be given priority.

- b. The Board reserves and shall have the right to make assignments and transfers primarily on the basis of ability and performance of duty but shall be governed by seniority within a job classification where comparable ability and performance of duty have been demonstrated to the Board. Assignments and transfers should not be done in an arbitrary and capricious manner.
 - c. Any employee who is promoted and/or transferred to another classification shall be paid the comparable rate for such classification.
- 3.
- a. All bargaining unit vacancies shall be posted on a bulletin board in each building for a period of ten (10) days. All postings will be dated with a beginning and closing date. Anyone who believes himself/herself qualified for a position may submit a District application in writing. Qualified employees who apply for vacant positions, shall be interviewed and receive first consideration.
 - b. After the initial internal posting procedure as described in (3)(a) has been met, subsequent hirings may occur from employees within the District or may occur from applicants outside of the District employment.
 - c. Staff with the longest continuous service as bus drivers, will be offered available full-time custodial positions, provided he/she meets the qualifications as outlined in the job description for custodians.
4. The criteria used for final selection of qualified applicants shall be vested with the Board.
5. The District will encourage enrollment, and reimburse tuition costs, for vocational courses, that are approved, in advance, by the Superintendent of Schools.

ARTICLE 19

LEAVES OF ABSENCE

A. Application for Leave

Notification of the status of a leave of absence request shall be furnished to the employee by his/her immediate supervisor, and it shall be in writing.

B. Unpaid Leaves

An employee's insurance benefit coverage will be continued at the employee's expense during the leave.

An employee returning from extended leaves will return to the same duties and building, or those of a similar nature, as determined by the supervisor, as were performed prior to the beginning of the

absence, and be placed upon the salary scale at the level from which the employee left.

C. **Reasonable Purpose**

Leaves of absence for a limited period - not to exceed nine (9) months - may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period, at the discretion of the Superintendent.

D. **Education**

After completing one (1) year of service, any employee upon request, may be granted an unpaid leave of absence for educational purposes at the discretion of the Board.

The period of the leave of absence shall not exceed one (1) year, but it may be extended or renewed at the request of the employee and at the discretion of the Board.

Employees shall be encouraged to attend training seminars within the state upon the approval of the Superintendent of Schools.

E. **Military Service**

Employees may take military leave in accordance with state and federal statutes.

F. **Other Leaves**

Other leaves of absence with or without pay or benefits may be granted at the sole discretion of the Superintendent.

G. **Bereavement Leave**

In the event of death in the immediate family of an employee - spouse, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, step-parents, step-children, brother in-law, sister in-law, or domestic partners - the employee shall be granted three (3) days of paid bereavement leave to make household adjustments, arrange for medical services, or to attend funeral services. Additional days needed can be drawn from employee's individual sick leave account.

H. **Personal Leave**

Three (3) days of leave of absence for legal, business, household, or family matters which require absence during school hours, except the day prior to or the day immediately following a school vacation or holiday. The request for leave shall be made to the immediate supervisor at least three (3) days before taking such leave except in the case of emergencies. The day prior to or the day immediately following a school vacation or holiday may be used with the Superintendent's permission. Reasons will be required for permission to be granted. Leave taken under this section shall not

be used for recreational purposes. Other leaves of absence with pay, not deducted from sick leave, including absence caused by the bona fide observance of designated holidays in the church of their faith, or without pay, may be granted by the Superintendent or the Board for good reason and consistent with law.

I. **Association Leave**

Notwithstanding any other provision of this Agreement, the MEA-ESP (Bus Drivers/Custodians) shall be entitled to five (5) days leave with pay each year. The Association will bear the cost of a substitute based on the per diem rates of this contract by job classification. The President of the Association or the President's designee shall grant employee(s) day(s) from the MEA-ESP (Bus Drivers/Custodians) entitlement for Association business. The President of the Association or the President's designee shall inform the Superintendent no later than the day preceding the day of the employee absence indicating the name(s) of the employee(s) who will be absent and the day(s) of the absence. Leaves of absence under this section shall be used for MEA-ESP (Bus Drivers/Custodians) activities.

ARTICLE 20

SICK LEAVE/FAMILY SICKNESS

A. **Sick Leave Allowance**

Employees working more than 20 hours per week will receive 15 sick days per year, awarded annually on July 1, and accrued to 180 days. Employees working twenty (20) hours or less per week will earn six (6) days annually and these days will not be accrued.

B. **Use of sick leave**

Sick leave may be used only in the following cases:

1. Personal illness or physical incapacity of such a degree as to render the employee unable to perform the work of the assigned position or other work in the department; or
2. Medical appointment, which can only be scheduled during the work day.
3. Family Sickness: In the event of sickness in the immediate family of an employee - spouse, parents, children, brother, sister, grandparents, grandchildren, domestic partners, father-in-law, mother-in-law, step-parents or step-children - the employee shall be granted three (3) days leave of absence with full pay.

4. Absences for a fraction of a day that are chargeable to sick leave are charged proportionately in an amount not smaller than one (1) hour
5. Staff, who resign or retire after 8 to 14 years of service, will be paid, upon leaving the District, the accumulated unused sick leave time up to thirty (30) days. Staff who resign or retire after 15 years will be paid, upon leaving the District, the accumulated unused sick leave time up to forty-five (45) days.

C. The employee shall notify his/her supervisor(s), or his/her designated representative, of his/her inability to work at the earliest possible time prior to the time set for his/her regularly scheduled working hours. A medical certificate may be required at any time from an employee requesting compensation for sick leave. If a medical certificate is required by the employer during the first five (5) days of absence, in any one year, it will be done at the District's expense. After five (5) days of illness, in any one year, a medical certificate may be required at the employee's expense at any time an employee is requesting compensation for sick leave. However, if the administration has reason to believe that the use of sick leave has not been used for a bonafide illness, the administration may investigate the alleged abuse. The District central office will maintain a record of all credits and debits to the sick leave account of each employee. These sick leave accounts are available for inspection by the employee. A report of sick leave days accumulated as of September 1 of each year will be issued during the fall of every year.

D. **Certificate of Illness**

The Superintendent reserves the right, at any time, to require an employee to obtain a physician's statement from a physician acceptable to the District substantiating the employee's medical condition. Except as set forth in Paragraph 3 above, in the event that any such certificate is requested, the expense of that certificate shall be borne by the Board.

E. **Medical Examinations**

The Superintendent shall have the right to direct a physical examination for any employee for cause. This physical shall be administered by a practicing physician designated by the District to certify to the physical fitness of such employee to perform the duties of the position. The cost of said physical examination shall be paid by the Board. The Board shall determine the type of medical examination to be administered. Annual bus driver physicals will be scheduled with the District's primary Workers' Compensation Industrial Health Service provider and will be paid by the District. If an employee wishes to go to their own physician, who will use a form approved by the District, the District will pay up to eighty dollars (\$80) for the examination.

F. **Abuse of Sick Leave**

An employee's abuse of sick leave is grounds for disciplinary action, and if not corrected, shall be grounds for dismissal.

G. **Additional Sick Leave**

Additional paid sick leave may be granted by the District, at its sole discretion, on recommendation of the Superintendent for extenuating circumstances.

H. **Sick Leave Bank**

The District will establish a sick leave bank of 200 days. The bank will be under the direction and management of the Superintendent of Schools, with a copy of the guidelines published by September 1, 2001.

ARTICLE 21

COURT LEAVE

- A. A court leave of absence shall be granted to any employee who is called to serve upon a jury, or is summoned to appear in court as a witness on behalf of the District. If the employee is released from jury duty or serving as a witness prior to the end of the first half of his or her shift, then the employee shall return to work unless excused by his or her supervisor.
- B. When court leave is granted to an employee to serve on a jury or appear in court as a witness, and the jury or witness fees, exclusive of travel allowances, received by said employee for such jury duty or for service as a witness in court shall be less than the regular rate of compensation received by him or her from the District, the difference between said fees and regular rate of compensation shall be paid to such employee by the District. If the amount of such fees received by said employee shall exceed the regular rate of compensation received by him/her from the District, no compensation shall be paid to him/her by the District for the period of his/her jury duty or witness duty; provided, however, the employee must furnish the Superintendent with complete and satisfactory evidence of the jury or witness fees paid. As used in this paragraph, the phrase 'regular rate of compensation' shall mean the amount of salary or wages which the District would normally pay to such employee for the hours of work which were consumed by his/her jury or witness service and does not include overtime hours.
- C. When court leave is granted to an employee to appear in court, as a litigant, except in the case where the appearance is as a representative of the District, it shall be granted without pay; provided, however, that the said employee may, with the approval of the Superintendent, substitute one day of court leave with pay for one day of vacation leave with pay, not to exceed in number the total number of days of vacation leave with pay due to said employee during the year in which such court leave with; pay is

granted. The employee may, with the approval of the Superintendent, also use Personal Business Leave to the extent it is available to the employee.

ARTICLE 22

TRAVEL REIMBURSEMENT

- A. If the employer requires training outside the boundaries of the District, the employee shall receive the IRS rate cents per mile for travel to and from the required training unless transportation is provided by the employer.
- B. Any custodian required to work in more than one (1) school as their regular work assignment, shall be compensated for mileage between the schools at the IRS rate.

ARTICLE 23

GENERAL PROVISIONS

A. Pledge Against Discrimination and Coercion

- 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Association shall share equally with the employer the responsibility for applying this provision of the Agreement. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- 2. The employer agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint, because of Association membership or because of any employee activity in an official capacity on behalf of the Association.
- 3. The Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

B. Association Bulletin Boards

- 1. The employer agrees to furnish and maintain a suitable bulletin board in the bus garage.
- 2. The Association shall limit its posting of notices and bulletins to such bulletin board.

C. Association Activities on Employer's Time and Premises

The employer agrees that during working hours, on the employer's premises and without loss of pay, an officer of the Association shall be allowed to:

1. Post Association notices;
2. Consult with the employer, his representative, local Association officers, or other Association representatives concerning the enforcement of any provisions of this Agreement.
2. Association meetings, scheduled after the bus runs are completed and limited to one and one-half hours, may be attended by building custodians if arrangements are made with the building principal and the shift time completed.

D. Visits by Association Representatives

The Association and its representatives shall be permitted to use school buildings during non school hours provided such use does not interfere with normal school district operations and subject to current Board policy.

E. Informing Employees

The employer further agrees to furnish each employee in the bargaining unit either by hard copy or posting on the District Email Communication Site (First Class), all changes in policy, within five (5) days after they become effective. New employees shall be provided with a copy of Bus Driver / Custodian Handbook at the time of hire. The Association will be provided with a copy of the District Policy Manual.

F. Enforcing

1. Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this Agreement.
2. Any unresolved complaint involving discrimination of the application of new or existing rules shall be resolved through the grievance procedure.

G. Uniforms and Protective Clothing

If the employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the employer. Each bus mechanic will be provided with three (3) sets of coveralls on an annual basis.

H. Voluntary Separation of Employment

In the event an employee voluntarily severs employment with the District, proper notice must be given in order to be eligible for any benefits that may have accrued (and are payable). Proper notice shall mean two (2) weeks written notice.

I. **Availability for Summer Work**

Bus drivers that do not normally work during the summer recess shall be given the opportunity to work when work is available at their regular rate of pay. Determination that the employee has the required skills shall be at the discretion of the Superintendent of Schools.

J. **Mechanic Tool Allowance**

A mechanic may purchase at his discretion up to five hundred dollars (\$500) worth of bus garage tools as follows:

\$250 for retention by the District
\$250 for replacement of personal tools

\$500 TOTAL

To be reimbursed for damage, loss or theft of personal property incurred while performing their duties as mechanic of the District not otherwise covered above, employees need to make a written request to the Superintendent within fourteen (14) days of the loss. The reimbursement will be considered by the Board.

ARTICLE 24

MANAGEMENT RIGHTS

- A. Except as otherwise expressly limited in this Agreement, the determination of policy, the operation and management of the schools and the control, assignment, supervision and direction of the staff are vested exclusively in the Board which retains its full authority and rights under Maine law and regulations.
- B. The parties recognize that the statutes, Title 26 M.R.S.A. Chapter 9-A prohibit bargaining of educational policy, but that the Board has the obligation to bargain the impact of any change in educational policy and to meet and consult but not negotiate with respect to educational policy.

ARTICLE 25

CONTRACTING AND SUB-CONTRACTING

During the term of this Agreement, the District shall not contract with, sub-contract, hire welfare/work fare recipients or temporary

employees for any work which would result in the layoff of employees in the bargaining unit.

ARTICLE 26

LABOR/MANAGEMENT COMMITTEE

A joint committee of Association and Board representatives shall be established for discussions relating to the working conditions of employees and the administration of this Agreement. Each party shall designate its own representatives, not to exceed three (3), to this Committee. The Committee shall meet at the request of either party within ten (10) calendar days of a written request from the other party.

ARTICLE 27

TERM OF CONTRACT

This Agreement shall be effective as of the 1st day of July, 2008, and shall remain in full force and effect until the 30th day of June, 2010.

IN WITNESS WHEREOF, the parties hereto have set their hands this 4TH day of August, 2008.

MSAD #34 Board of Directors	_____	_____
		Date
MSAD #34 Administration	_____	_____
		Date
MSAD #34 Association	_____	_____
		Date
MSAD #34 Bus/Cus/Maint. Pres.	_____	_____
		Date

APPENDIX A

WAGE RATES

	7/1/08-6/30/09		7/1/09-6/30/10	
	<u>First</u> <u>Year</u>	<u>1+</u> <u>Years</u>	<u>First</u> <u>Year</u>	<u>1+</u> <u>Years</u>
Bus Driver/Custodian & Maintenance	\$13.57	\$14.36	\$14.18	\$15.00
Mechanic	\$15.22	\$16.10	\$15.90	\$16.83

Transportation Assistant \$1.15 per hour additional

Head School Custodian (Middle & BAHS) \$1.00 per hour extra

Shift Differential \$.35 per hour - shifts beginning after noon for all hours worked after 3:00 p.m.

A. Longevity

1. Effective 7/1/98, employees having completed (served) the following number of years shall receive a longevity stipend on their employment anniversary.

5 years	\$100.00 (paid yearly - years 5-9)
10 years	\$150.00 (paid yearly - years 10-14)
15 years	\$200.00 (paid yearly - years 15-20)
20 years	\$250.00 (paid yearly - years 20-25)
25 years	\$300.00 (paid yearly - years 25+)