

# **Educational Support Personnel Agreement**

**between**

**Regional School Unit #22 Board of Directors**

**and**

**EA 22 Education Association**

**July 1, 2017 - June 30, 2020**

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## **PREAMBLE**

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

## **ARTICLE 1 - RECOGNITION**

A. The Board hereby recognizes the Association as the sole and exclusive agent for the ESP bargaining unit composed of cafeteria workers including head cooks, administrative assistants and/or main office coordinator, custodians including head custodians, maintenance workers, and educational technicians I, II, and III, and tutor facilitator.

B. In the absence of a mutual written agreement to include a new position into the existing bargaining unit, either party may petition the Maine Labor Relations Board in accordance with its rules and procedures to determine whether the position should be included in this bargaining unit.

## **ARTICLE 2 - DEFINITIONS**

A. Board - Whenever the term "Board" is used it refers to the Maine Regional School Unit No. 22 Board of Directors and any of its designated representatives, by committee, individual member, or authorized agent whether or not a member.

B. Gender - Whenever the masculine is used, it is to include the feminine unless otherwise expressly provided or clearly indicated by the context.

C. Number - Whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated by the context.

D. Principal - Whenever the term "Principal" is used, it is to include the administrator of any work location or functional division, including the lunch program and student services.

E. School - Whenever the term "school" is used it is to include any work location or functional division.

F. Superintendent - Whenever the term "Superintendent" is used it shall include the Superintendent of Schools of Maine Regional School Unit No. 22, the Assistant to the Superintendent, or any other person whom the Superintendent or Board designates to act for them in any particular situation or class of situations.

G. Employee - Whenever the term “employee” is used, unless otherwise expressly provided or clearly indicated by the context of this Agreement, it shall refer to all employees defined as “public employees” in Chapter 424, Public Law 1969 as amended. The term “employee” shall include all custodians, maintenance workers, administrative assistants and/or main office coordinator, cafeteria workers including head cooks, and educational technicians I, II, and III, III, and tutor facilitator employed by RSU No. 22 and covered by this Agreement, except for the following positions. The word “employee” shall not include (1) secretarial personnel employed in the office of the Superintendent of Schools; (2) the Supervisor of Buildings and Grounds; (3) the Maintenance Supervisor; (4) the Food Services Director; and (5) temporary or intermittent employees.

H. Part-Time Employees - Personnel who work a specified number of hours each day and on a regular weekly basis, but who work less than the normal work weeks listed in Article 21, shall be considered part-time employees. In addition, school administrative assistants and/or main office coordinators working less than thirty-five (35) hours per week shall be considered part-time employees.

I. Days - Whenever the term “days” is used, it shall mean Monday through Friday (excluding holidays), unless otherwise expressly provided.

J. Association - Whenever the term “Association” is used, it refers to the RSU No. 22 Education Association and any of its designated representatives.

K. Administrative Assistant - Whenever the term “Administrative Assistant” is used, it refers to the position of administrative assistant and/or main office coordinator.

L. Educational Technician - Whenever the term “educational technician” is used, it refers to the position of educational technicians I, II, III, or tutor facilitator.

### **ARTICLE 3 - PUBLIC EMPLOYEES**

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

### **ARTICLE 4 - MANAGEMENT RIGHTS**

A. Except otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the determination of educational policy, the operation and management of the schools and the control, number, supervision and direction of the non-teaching staff are vested exclusively in the Board.

B. The Board has the authority to adopt rules for the operation of the District and the conduct of its employees, provided such rules do not conflict with any of the provisions of this Agreement.

C. The Board has the right of direction of the working force of the District, including the right to suspend or discharge in accordance with the provisions of this Agreement.

#### **ARTICLE 5 - PROBATION PERIOD**

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

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

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

A. Holidays - Part-time employees shall be paid for holidays on the same basis as regular full-time school year employees.

B. Sick Leave - Part-time employees shall earn and accumulate sick leave on a pro-rata hourly basis equivalent to their part-time assignments.

C. Bereavement Leave - Part-time employees shall be eligible for bereavement leave on the same basis as regular, full-time employees.

D. Vacations - Part-time employees shall be eligible for pro-rata vacation benefits on the same basis as regular time school year employees.

E. Insurance - Part-time employees shall be eligible to receive the District's medical and hospital insurance benefits subject to the provision of Article 17 §B.

F. Wages - For purposes of advancement on the wage scale, a year of service will be calculated based on a fiscal year, irrespective of the number of hours worked in this year. To be eligible for a year of service, the employee must have begun work before January 1.

G. Work Week - The work week of part-time employees will be determined by the Superintendent and principals to whom these employees are assigned. On days when school is canceled due to storms, part-time employees will work as required of their full-time counterparts. (See Article 21)

H. Assignments - The provisions of Article 22, Assignments, shall not apply to part-time employees due to the uncertainty of the District's part-time personnel needs from year to year.

## **ARTICLE 7 - VACANCIES**

- A. When a regular bargaining unit vacancy occurs in a job classification, the full-time employee with the highest seniority in that particular job classification shall be given the opportunity to fill the vacancy, provided that employee is shown to be the most qualified of all the applicants by the Board. Applicants from outside the District will not be employed until all employee applicants have been given consideration and have been disqualified by the Board or its designee. After a vacancy has been filled, an employee applicant who was not awarded the job may meet with the appropriate administrator.
- B. When a regular position is created that is within the bargaining unit, the full-time employee with the highest seniority shall be given the first opportunity to fill the position pursuant to Section F below, providing that employee is shown to be the best qualified by the Board. Applicants from outside the District will not be employed until all employee applicants have been given consideration and have been disqualified by the Board or its designee.
- C. When a regular bargaining unit vacancy occurs, if no employee in that particular job classification is allocated to said job under Section A or B above, full-time employees wishing to change job classifications will be considered in order of their seniority. Applicants from outside the District will not be employed until all employee applicants have been given consideration and have been disqualified by the Board or its designee.
- D. In the event that no full-time employee has applied for, or, if a full-time employee has applied for and been found not to be qualified under Sections A, B, or C, part-time employees who wish to apply for the position shall be considered under Sections A, B, or C above.
- E. In the event that an employee is selected to fill a regular bargaining unit vacancy in a different classification, the employee shall serve a trial period of thirty (30) working days. During this trial period, either the Superintendent may return the employee to their previous position for any reason or the employee may request of the Superintendent to be returned to the employee's former position. If the employee is returned to the former position, the employee shall have their seniority restored back to the date of the voluntary move. Upon successful completion of the probationary trial period, the employee shall be transferred to said job, if the necessity for the said job continues to exist; otherwise, the employee shall be returned to the former position. An employee who is transferred to a position in a new job classification shall retain their overall seniority as a District employee and said seniority shall count as seniority in the new classification but they shall lose seniority in the former job classification.
- F. All regular bargaining unit vacancies and new positions within the bargaining unit shall be posted for a period of not less than five (5) working days. Said vacancies shall be posted on each bulletin board. The written "reasonable assurance" letter provided to returning employees for the following year shall include a check-off to be completed by employees who wish to receive notices of bargaining unit vacancies when school is not in session over the summer months. In the event of a vacancy occurring as a result of an employee quitting without due

notice (see §G. below), the Board reserves the right to fill such vacancy on a temporary basis. In the event the Board decides to fill the vacancy on a permanent basis, it shall do so according to the regular vacancy procedure.

G. Vacancies will be posted every 15 days and advertised in conjunction with other district vacancies. Typical means of advertising may include job agencies, web sites, newspapers and journals. Subcontracting will be used only if all permanent employment options have been utilized.

H. Whenever any employee decides to leave the employ of the District, the employee must notify the Superintendent in writing at least ten (10) working days prior to the date that the employee intends to stop work.

I. Once a vacancy occurs, the Board of Directors may fill the vacancy on a temporary basis for no longer than six calendar months.

### **ARTICLE 8 - REDUCTION IN FORCE**

A. In the event it becomes necessary for the Superintendent to lay off or reduce the hours of employees for any reason, employees shall be laid off or reduced in inverse order of their seniority by classification provided the remaining employees meet the qualifications to perform the remaining work. All affected employees shall receive a twenty (20) day advance notice of layoff with written reasons, and the Superintendent shall meet with the affected employees and the Association prior to the actual occurrence of layoff.

B. The affected employee may have the right to displace the least senior employee in their current classification, or in any other bargaining unit classification in which the employee has satisfactorily served as an employee within the District, provided they meet the criteria contained in the job description. Written notice of intent to exercise this right must be given to the Superintendent with a copy to the Association within five (5) days after an employee is notified that they no longer have a position. Within five (5) days after the employee gives such notification, the Superintendent will notify the less senior employee that the employee is to be displaced.

C. The seniority list shall be brought up to date on October 1 of every year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days, and a copy of same shall be sent to the Association President. Any objections to the seniority list, as posted, must be reported to the Superintendent within fifteen (15) days from the date posted or it shall stand as accepted.

D. Seniority is defined as continuous service with the District from the most recent date of permanent hire and applies to the employees' current job classification.

1. Continuous service shall be broken by voluntary resignation, quitting, retirement or discharge.

2. A bargaining unit member with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months which are not included within the employee's work year.

E. Employees shall be recalled from layoff within their classifications according to their seniority, provided the employee is qualified to perform the work. No new employees shall be hired until all employees on layoff status within the classification have been afforded recall notice. The recall period shall be for fifteen (15) months.

F. The following accrued benefits to which an employee was entitled at the time of the layoff shall be restored upon return to active service:

1. Accumulated sick leave
2. Seniority status
3. Vacation

G. Any laid off employee may participate at the employee's expense in the District's health insurance program as provided by COBRA.

## **ARTICLE 9 - HOLIDAYS**

A. Year Round Employees

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

2. Independence Day
- |  |                        |
|--|------------------------|
| Labor Day                                  | Christmas Day          |
| Columbus Day                               | Martin Luther King Day |
| Veterans Day                               | New Year's Day         |
| Thanksgiving Day                           | Presidents' Day        |
| Day after Thanksgiving                     | Memorial Day           |
| Day before or the day after Christmas Day* |                        |

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

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

B. School Year Employees

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

- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Memorial Day

### **ARTICLE 10 - SICK LEAVE**

A. Sick leave shall be computed at the rate of one (1) day for each month of the work year; ten (10) days per year for school-year employees; twelve (12) days per year for year-round employees. Sick leave may be accumulated to a maximum of one hundred thirty-five (135) days in 2016-17. Such leave shall be granted upon application in writing before or within reasonable time after the absence, depending upon the circumstances of each case. A doctor's certificate may be required for any absence and the District shall pay for the cost for the doctor's visit and/or certificate. No employee shall receive full pay for sick leave plus Workers' Compensation.

B. An employee will not be paid overtime pay for any week during which sick leave is taken unless the employee works more than forty (40) hours exclusive of the sick leave hours.

C. It is agreed that the only reason for sick leave is personal sickness, a doctor's appointment, or up to ten (10) personal sick leave days for school year employees and up to twelve (12) personal sick leave days for year round employees may be used to care for a spouse, child(ren), parents, or others with the Superintendent's approval. Such days shall be deducted from personal sick leave in increments of half days (.5) FTE or full days (1.0) FTE.

D. The Board agrees to provide a written statement for every employee at the beginning of each school year indicating the employee's unused sick leave credit.

E. Employees must notify the Principal or designee, as appropriate, as early as possible, but in no case no less than two (2) hours prior to starting time, except in an emergency, in order to receive sick leave benefits. The employee must give notice on each day of absence, unless prior arrangements have been made.

F. If the Superintendent has reason to believe that an employee is not fit for work, the Superintendent may require medical evidence satisfactory to the Superintendent in order to assure the Superintendent that the employee is fit to resume or continue the duties without jeopardizing the health or safety of the employee or others. The cost of a required medical

examination shall be paid by the Board. In the event the employee is relieved by the Superintendent of the job responsibilities pending medical evidence, the employee shall be placed on administrative leave with pay.

G. Wellness Incentive Program - Any employee that does not use more than three (3) paid individual or family sick leave days or personal leave days, per year, shall receive a single day's pay based on the employee's average work day for the year. Payment shall be forwarded to the employee in the second paycheck issued after July 1.

#### H. Sick Leave Pool

1. Each employee who wishes to become a member of the sick leave pool shall contribute one (1) day of ten (10) for school year employees and one (1) day of twelve (12) for year round employees of annual entitlement of sick leave to the sick leave pool on September 1 of each year. This contribution shall reduce the school year employee's annual entitlement to nine (9) days and the year round employee's annual entitlement to eleven (11) days. The maximum number of days in the pool allowed shall be one hundred twenty-five (125) days. When a participant uses up accumulated sick leave, the participant may draw on the sick leave pool. Any days remaining in the pool at the end of the year shall be carried forward up to the amount necessary to increase individual employee sign-up total to the aforesaid one hundred twenty-five (125) days. The Superintendent shall provide the Association with an annual report of days carried forward.

2. Withdrawals from the sick leave pool become subject to review by the Executive Board of the Association.

3. Sick leave days contributed to the pool may not be withdrawn if the member at a later date leaves the employ of the Board or wishes to withdraw membership from the pool.

4. Members who, because of a period of illness, have exhausted their accumulated personal sick leave, and have waited three (3) days, may make application to the sick leave pool according to the following conditions:

a. The member must have been ill and absent from work without pay for at least three (3) consecutive school days. Reimbursement will be retroactive to the first day.

b. The number of days a participant is eligible to draw from the sick leave pool is equal to four (4) times the participant's accumulated personal sick leave, provided that the total is not more than the total number of days remaining in the pool. Accumulated sick leave will be determined at the beginning of each month prior to the extended illness, not to be less than one (1) day.

I. Any employee who has twenty (20) or more continuous years with RSU 22 shall receive payment at the employee's per diem for up to thirty (30) days accrued and unused sick leave upon severance in good standing.

**ARTICLE 11 - BEREAVEMENT LEAVE**

A. Up to five (5) days of leave shall be granted upon the death of a member of the immediate family. The term “immediate family” shall include spouse, grandparents, parents, step-parents, parents-in-law, siblings, children and step-children or in situations where a unique relationship exists between an employee and some other person over a period of time and which evinces a state of responsibility and of caring and closeness similar to kinship, such leave may be approved by the Superintendent. Bereavement leave may be granted with or without pay by the Superintendent for other members of the employee’s immediate household.

**ARTICLE 12 - JURY DUTY LEAVE**

A. Employees required to report for jury duty shall be paid the difference between their regular base pay and the amount of fee for such jury duty. If the employee reports to jury duty and is released from such service on or before noon, the employee must report to work as soon as possible to receive pay for that day.

**ARTICLE 13 - VACATIONS**

A. An employee who works fifty-two (52) weeks each year, including vacation time, shall be entitled to two (2) weeks paid vacation. If an employee has been employed for less than a full year as of the day that schools close for the summer vacation, the employee shall be entitled to paid vacation as follows:

- |    |                    |             |
|----|--------------------|-------------|
| 1. | Less than 6 months | no vacation |
| 2. | 6 -7 months        | 5 days      |
| 3. | 8 months           | 6 days      |
| 4. | 9 months           | 7 days      |
| 5. | 10 months          | 8 days      |
| 6. | 11 months          | 9 days      |

7. An employee who has completed ten (10) years of continuous service shall be entitled to three (3) weeks paid vacation.

8. An employee who has completed eighteen (18) years of continuous service shall be entitled to four (4) weeks paid vacation.

B. Except in unusual circumstances, all vacations shall be taken during the period when schools are closed for the summer.

C. The vacation period for each employee shall be determined by mutual agreement between the employee and the Superintendent or designee prior to the closing of school in June. No

vacations shall be taken while school is in session, except for year round employees who may request such vacation from the Superintendent of designee.

D. Any employee who works the school year only will be entitled to five days of paid vacation leave per year, following the employee's first year of employment. A school year employee will not be eligible for any vacation pay as a result of the employee's first year of employment. Said vacation time will be paid at the end of the school year to eligible employees as follows:

1. Employees in the first year of employment will receive no vacation pay.
2. Employees in the second year of continuous employment will receive five days of vacation pay if they started their first year of employment at the beginning of the school year, or a prorated amount if they began employment after the beginning of the school year.
3. Employees in the third through fifth year of continuous employment will receive five days of vacation pay.
4. Employees in the sixth year of continuous employment will receive six days of vacation pay.
5. Employees in the seventh year of continuous employment will receive seven days of vacation pay.
6. Employees in the eighth year of continuous employment will receive eight days of vacation pay.
7. Employees with 15 years of service in the district will receive nine (9) days of vacation pay in 2014-15 and ten (10) days of vacation pay in subsequent years.
8. An employee who leaves the District's employ before the end of a school year will not be eligible for vacation pay.

E. An employee may request up to three (3) days of absence for personal, religious, legal, business or family matters which require absence during school hours. The first of these days will not be charged to sick leave; any subsequent days will be charged to sick leave. Except in cases of an emergency nature or illness, requests for such leave shall be made at least three (3) days before such leave is to be taken and must be approved in advance by the Superintendent. A maximum of one (1) day from the above may be taken for which employees shall not be required to state the reason(s) for requesting leave other than to indicate that it is for "personal reasons," "a legal matter," "a business matter," or "a family matter." Personal leave to be taken the day before or after a holiday or vacation period must be for an approved reason and the reason(s) must be stated. A long weekend, such as Columbus Day weekend, will not be considered a vacation for this purpose. It is understood that such leave will not be used for holiday, shopping trips, or recreational purposes including travel and will not be used to search for employment or spend time with a future employer, except in the case that an employee's position in the District is to be eliminated.

1. Personal Leave Incentive Program - Any employee who does not use any paid personal leave days in a given work year shall receive two days' pay based on the employee's regular

work day for the year. Payment shall be forwarded to the employee in the second paycheck issued after July 1.

F. The Board encourages regular, normal and continuous attendance of all employees. Each employee is a valuable contributing member to each school team. Within this framework, employees are discouraged from taking unnecessary leaves of absence. Unpaid leave shall not include travel before or after a holiday, scheduled vacation time that is not included in the District school year or other activities the employee has control over scheduling. However, the Board does recognize individuals may experience extenuating circumstances when such leave may be necessary. Unpaid leave shall include any absence from work during which less than an employee's full benefits are paid by the District.

1. All unpaid leaves of absence may be requested after exploring the options of all other paid leave.
2. All unpaid leave that is governed by Federal or State law shall be administered in accordance with such law.
3. Sick leave and benefits for persons using leave under FMLA shall be negotiated on a case by case basis.
4. Unpaid leave shorter than three days in duration may be granted, once a year, without impact on benefits at the Superintendent's discretion.

A) School Year Employees

1. Health insurance benefits of school year employees will be deducted at the rate of 1/185 of the district's cost of health insurance for each day of unpaid leave.
2. Sick leave will not accrue during absences in excess of 10 days in a month. For absences of 10 days or less in a month, the employee will accumulate one-half (1/2) the monthly benefit.
3. For unpaid leave in excess of 20 calendar days, vacation pay will be prorated at 1/10 of 5 days for each 20 calendar days while on unpaid leave.

B) Year Round Employees

1. Health insurance benefits of school year employees will be deducted at the rate of 1/260 of the district's cost of health insurance for each day of unpaid leave.

2. Sick leave will not accrue during absences in excess of 10 days in a month. For absences of 10 days or less in a month, the employee will accumulate one-half (1/2) the monthly benefit.
3. For unpaid leave in excess of 20 calendar days, vacation pay will be prorated at 1/12 of the number of days to which the year round employee is entitled to receive.

#### **ARTICLE 14 - PROFESSIONAL LEAVE**

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

#### **ARTICLE 15 - LABOR REQUIREMENTS**

A. In justice and fairness to the District and the taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform said duties. In the event of inclement weather, an employee shall call the immediate supervisor to notify the supervisor that the employee cannot arrive at work on time because of the weather conditions. No more than one (1) hour of lateness will be allowed without a reduction in pay.

#### **ARTICLE 16 - PROTECTION OF PROPERTY AND EQUIPMENT**

- A. It shall be the responsibility of any employee having custody of any equipment and property to see to it that said equipment and property is properly cared for, kept clean, and returned to its place of storage.
- B. The Board shall make every effort to maintain safe, hazard-free working conditions.

#### **ARTICLE 17 - INSURANCE**

A. Workers' Compensation

1. The Board agrees to provide coverage for all employees under the provisions of the Workers' Compensation Act. This coverage provides medical and other benefits for injuries received while in the course of the employee's performance of duties.

2. All personal injuries shall be reported in writing to the Superintendent within twenty four (24) hours of the time of the accident. The Board may request confirmation from a doctor periodically confirming that the employee is still unable to carry on the employee's duties.

3. In cases of injury covered under the Workers' Compensation law, an employee will be paid from the employee's accumulated sick leave the difference between the amount of the employee's regular pay and the amount received under Workers' Compensation. This

difference shall be charged on a pro-rated basis to the employee's accumulated sick leave and will cease when the accumulated sick leave is exhausted. In no case, will an employee receive double compensation under both the sick leave policy and the Workers' Compensation law.

4. There will be no accumulation of sick leave or vacation benefits while receiving Workers' Compensation.

B. Health Insurance:

2017-20

A Scale (pre 7/2011)

For single coverage district pays 100% Choice Plus Single Subscriber.

For coverage other than single, the district pays 70% of the difference between the Standard 500 Plan premium and the Choice Plus Single premium.

B Scale (post 7/2011)

For single coverage district pays 100% Choice Plus Single Subscriber.

For coverage other than single, the district pays 75% of the Standard 500 premium.

C Scale (post 7/2014)

The district pays 100% of Standard 500 Plan premium for single coverage.

For coverage other than single district pays 75% of the Standard 500 premium.

Employees may choose to buy up to Choice Plus or Standard

3. For those employees working less than full-time as defined in Article 21 - Work Week, the medical insurance paid by the District will be prorated based on the District's cost of full-time status.

4. Those employees working 15-20 hours will pay 50% of the eligible total health insurance premium cost.

C. Cash in Lieu - Current Employees. Any employee who is participating or new employee may elect the following medical insurance option:

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

6. By mutual agreement of the Board and Association, in the event of a catastrophic change in health insurance, either party may request to reconsider the sections of Article 17, Health Insurance of the ESP contract. This provision does not obligate either side to a particular

outcome, but rather to foster a dialogue regarding unforeseen events pertaining to the aforementioned article.

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

c. Dental Insurance. The employee may participate in the district's dental program. The employee will pay all costs for participation.

### **ARTICLE 18 - ASSOCIATION RIGHTS**

A. The Board agrees to furnish and maintain one 2' by 3' (or larger) bulletin board in a convenient place in each school to be used for the posting of Board notices to employees and also for use by the Association. All notices posted by the Association shall limit its posting of notices and bulletins to such bulletin boards.

B. The Association shall be permitted to conduct official Association business on school property when school is not in session in the building in question and where it does not interfere with scheduled meetings, schools functions, or assigned duties of the employees and to use school facilities and equipment subject to Board policies governing the use of same by other community organizations.

C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operation.

D. The District agrees to provide payroll deductions of local, MEA and NEA dues for members of the bargaining unit, provided authorization for such deductions is granted by the individual unit members. The District shall forward all such dues so collected to the MEA before the tenth (10th) day of the month following the month in which deductions are made.

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

### **ARTICLE 19 - WORK RULES**

A. When existing work rules are changed or new rules are established, they shall be posted prominently on all bulletin boards to become effective within ten (10) working days except in an emergency. It is the responsibility of the employee to check the bulletin board periodically so as to be aware of such notices. A copy of any revised work rule or new work rules shall be forwarded to the President of the Association.

B. The Board agrees to furnish employees in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules and a copy of this Agreement at the time of hiring. Employees must sign an acknowledgment of receipt of said rules and the signed acknowledgment shall be placed in the employee's personnel file.

## ARTICLE 20 - SPECIAL ASSIGNMENTS & WAGES

### A. Special Duty Assignment

1. Compensation for special duty assignments for said employees hired by persons other than the Board shall be paid a minimum of three (3) hours.

2. No custodian shall be taken off regular assignments for this purpose.

3. Personal Care Salary Adjustment - For Ed Techs doing personal care, an annual Salary Adjustment as denoted in Appendix B will be added to the employee's salary and paid out quarterly. If the student for whom the Ed Tech is performing the personal care is absent more than 10% of the student days during a given quarter the PCSA will be adjusted. For example, if a student's attendance rate is 85% then the PCSA will be adjusted by approximately 3% (5 times 0.6).

a) Personal Care. Personal care may include administering medication orally or through a feeding tube, clean intermittent catheterization, suctioning or tracheotomy tubes, tube feedings, monitoring medical support systems, showering/shampooing, diapering, and/or assistance during menstruation and/or other procedures as written in the student's IEP or IHP.

b) Training. Training should be provided before an employee administers medication or performs a procedure as authorized by a licensed health professional or qualified person or persons.

Training should be compensated for by the school district.

Training should be offered at a time when trainees are free from other job assignments. Once training is complete, the procedure should be demonstrated to a licensed health professional or other qualified person for documented observation. Periodic monitoring of the employee by a licensed health professional or the qualified personnel should be documented.

If an employee is asked to perform a procedure that the employee has not been trained to perform, the employee should 1) document the request and 2) contact the supervisor to arrange a training session. If training is not forthcoming, the employee should object in writing and has access to the grievance process.

c) Right to a Witness. The employee has the right to request a witness when performing procedures where all or a part of the student's body is exposed, as in catheterization or diaper changing.

d) Transportation. The employee shall be compensated by an extra hour's pay per occurrence for any transportation that arises during the course of fulfilling a student's IEP. This shall include transportation for the student provided by the employee to and from school. In the event the mileage reimbursement amount would exceed the extra hour's pay, the district will pay the higher compensation amount of the two.

e) Immunizations. Any employee who is deemed at risk for blood borne pathogens as stated in his/her job description may elect to have the Hepatitis B vaccination series. The district will reimburse employees for any costs incurred upon submission of proof of vaccination and relevant receipts.

4. If an employee is recalled for a job assignment, as specified in a student's IEP, the employee would be paid for a minimum of two hours.

B. Wage Scales - Employees shall be paid in accordance with the wage scales attached as Appendix A and B to this Agreement.

C. Step Placement for New Hires – Initial placement on the salary schedule shall be determined by giving credit for equivalent experience and/or relevant education, training and skills.

D. Longevity - One time bonus of \$500 upon reaching 20 years in the district. (Starts year 2 of contract)

E. Pay Day - When a pay day falls on a school holiday, employees shall receive their paychecks on the last previous working day before the holiday. When a pay day falls during a vacation, employees may receive their checks by mail or by picking them up in person on the regular pay day. Employees wishing to receive their checks by mail shall be required to address the envelopes to be used. Pay day shall be every other week.

#### F. Payroll Deductions

1. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s) and District purchased insurances.

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

## ARTICLE 21 - WORK WEEK

A. Custodians - The work week for custodians shall be five eight-hour working days. The eight (8) hours will be working hours. The lunch or supper period will not be included in the eight (8) hour work day. All hours worked beyond forty (40) hours per week will be paid at the rate of time-and-a-half. Custodians are required to work on days when school is canceled, although on such occasions the daily work hours may be altered from the regularly worked hours. The work year shall be fifty-two (52) weeks, inclusive of vacation time.

B. Administrative Assistants and/or Main Office Coordinator

1. The normal work week for administrative assistants and/or main office coordinator will be thirty-five (35) hours per week, but in no case will it exceed forty (40) hours without prior authorization of the Superintendent of Schools.

2. Administrative assistants and/or main office coordinator (except in the Principal's office at Hampden Academy) will not work during school vacations. Whether or not an administrative assistant and/or main office coordinator works on days when classes in the schools are called off for teacher workshops and conventions will be left to the discretion of the Superintendent. Administrative assistants and/or main office coordinator are required to work on days when school is canceled, although on such occasions the daily work hours may be altered from the regularly worked hours. Any employee who elects not to report to work on a storm day will not be paid for that day. In the event that the Superintendent declares a storm emergency, then the employees will not be required to report for work and the employees will receive pay for said day. The Superintendent will determine the beginning and ending of a storm emergency.

3. The work year for administrative assistants and/or main office coordinator in all schools (except the Hampden Academy Principal's office) will start one week prior to the first student day and will end one week after the last student day. The work year of the administrative assistants and/or main office coordinator in the office of the Principal of Hampden Academy will be fifty-two (52) weeks, inclusive of the vacation time.

C. Cafeteria Workers - The normal work week for cafeteria workers will be thirty (30) hours with the exception of any staff working in breakfast programs. Hourly wages will be paid for weeks, or parts thereof, when lunches are served. Part-time workers will be paid on a negotiated hourly rate for the actual hours worked. Cafeteria workers are not required to work on days when school is canceled due to a storm emergency and the employee will not be paid for any day when school is canceled. However, cafeteria workers may access their accrued and earned vacation pay when school is canceled. The employee's lunch period will not be included as a part of the work day.

D. Educational Technicians I - The normal work week for educational technicians I will be thirty (30) hours (five 6-hour days), except in special circumstances. Hourly wages will be paid for weeks or parts thereof, when work is performed. Educational technicians I are not required

to work on days when school is canceled due to a storm emergency and the employee will not be paid for any day when school is canceled. However, Educational Technicians I may access their accrued and earned vacation pay when school is canceled. The employee's lunch period will not be included as part of the work day.

E. Educational Technicians II and III - The normal work week for educational technicians II and III will be thirty-five (35) hours (five 7-hour days), except in special circumstances. Hourly wages will be paid for weeks or parts thereof, when work is performed. An educational technician II or III who is required or approved by an administrator to attend I.E.P. meetings, team meetings, or parent/teacher conferences, or to perform other work outside the educational technicians' II and III normal work hours, shall be paid for all time worked at the educational technicians' II and III appropriate rate of pay. Educational technicians II or III are not required to work on days when school is canceled due to a storm emergency and the employee will not be paid for any day when school is canceled. However, Educational Technicians II and III may access their accrued and earned vacation pay when school is canceled. The employee's lunch period will not be included as part of the work day. The minimum work year shall be 182 days. On Inservice, Management and Teacher Prep days it will be the responsibility of each building principal and/or other administrator to notify the Ed Techs in that building as to their assignment for that specific day. The Ed Tech, with permission from the supervising teacher and building principal, may elect to take an Inservice Day (NON STUDENT) as not paid if the Ed Tech is not needed for that specific day, thus decreasing the minimum amount of days worked. Additional days may be added as needed to be determined by the building principal and superintendent.

F. Tutor Facilitator - The normal work week for tutor facilitator will be thirty-five (35) hours (five 7-hour days), except in special circumstances. Hourly wages will be paid for weeks or parts thereof, when work is performed. A tutor facilitator who is required or approved by an administrator to attend I.E.P. meetings, team meetings, or parent/teacher conferences, or to perform other work outside the tutor facilitator's normal work hours, shall be paid for all time worked at the tutor facilitator's appropriate rate of pay. Tutor facilitators are not required to work on days when school is canceled due to a storm emergency and the employee will not be paid for any day when school is canceled. However, Tutor facilitators may access their accrued and earned vacation pay when school is canceled. The employee's lunch period will not be included as part of the work day.

G. Administrative Assistants - The normal work week for administrative assistants will be thirty (30) hours, but it may vary according to the particular school or office assigned. Hourly wages will be paid for weeks, or parts thereof, when work is performed. Administrative assistants are required to work on days when school is canceled, although on such occasions the daily work hours may be altered from the regularly worked hours. Any employee who elects not to report to work on a storm day will not be paid for that day. In the event that the Superintendent declares a storm emergency, then the employees will receive pay for said day. The employee's lunch period will not be included as part of the work day. The Superintendent will determine the beginning and ending of a storm emergency.

H. Except as provided above, whenever an employee is directed not to report to work on a regularly scheduled work day, the employee shall be paid at the regular rate for such hours as the employee had been scheduled to work.

I. On days when the schedule is altered by the Board resulting in a work day shorter than the employee is normally scheduled to work, the pay for that day will be what it would have been had the employee worked the normally scheduled hours.

J. Call Back - Any affected employee shall be guaranteed one (1) hour of their base pay or time and one-half (1 1/2), if beyond 40 hours per work week, for any time called back to perform their work responsibilities. All call backs must be authorized.

K. Employees who work 6 hours or more per day will receive an unpaid, duty-free lunch period scheduled during the work day at a time which is approved by both the principal and the supervising teacher.

L. In order to make up the time lost due to the Teacher Compensation Day (after parent conferences in the fall), Ed Techs and Secretaries may work up to 7 additional hours (or 8 in some cases) over the course of the remainder of the school year.

M. Support Staff who work on a Saturday, Sunday or Monday when that Monday is a holiday, shall receive their weekend work hours at time-and-a-half, as long as the employee has not taken any other paid or unpaid time off during that same work week.

N. Support Staff who work more that 40 hours during the week Veterans Day is observed and parent teacher conferences occur, will be paid overtime for any hours over the 40 hours inclusive of the holiday hours as long as the employee has not taken any other paid or unpaid time off during that same work week.

## **ARTICLE 22 - ASSIGNMENTS**

A. Assignments - All employees shall be given written notices of their salaries, work assignments and hours, inservice dates, and building assignments for the forthcoming year no later than July 15. Because enrollments may affect assignments, changes may be made after these dates. In the even that work assignments, hours or building assignments are made subsequent to the July 15 notification date, the employees shall be given a thirty (30) day written notice, except in the case of an emergency.

## **ARTICLE 23 - PROFESSIONAL DEVELOPMENT**

A. The Board agrees to pay the expenses (including fees, meals, lodging, and/or transportation) incurred by personnel attending workshops, seminars, conferences, courses or other sessions which are approved in advance by the Superintendent. Administrative assistants and/or main office coordinator may attend one (1) conference per year (sponsored by M.E.S.A. or the M.P.A.) which the Board will reimburse up to \$100.00 for the conference, including yearly

dues, provided the building administrator has recommended the request and the Superintendent has approved it.

B. All cafeteria workers will make themselves available to attend, at a maximum, three (3) hours of training per year as provided locally within the greater Bangor area. The Board will pay for all costs related to tuition, registration, materials, meals, travel, etc. The employee shall receive their appropriate rate of pay during the time in attendance at such meetings and travel time in accordance with the Fair Labor Standards Act.

C. Reimbursement for professional credits - Courses pre-approved by the Superintendent of Schools shall be reimbursed at the rate of 100% of the UM rate for either under graduate or graduate level credit hour rate for the first course in a year, and 50% of the UM rate for subsequent courses. In order to receive reimbursement for any approved course(s) a written request for reimbursement of the tuition rate paid by the Board must be submitted within sixty (60) calendar days of receipt of written notification of satisfactory completion of the course. The submission requirement may be waived by mutual written agreement between the Superintendent and employee.

D. District's Direct Payment Option

1. As an alternative to the above reimbursement procedure, the District shall provide any employee who complies with the above approval procedures course reimbursement the option of receiving a direct payment to any accredited college or university. The Superintendent shall make arrangements at the employee's request with any accredited college or university for a direct payment, provided a direct payment option is available. This direct payment option is not allowable for the payment of any courses exceeding twelve (12) credit hours per school year. In the event that the tuition cost exceeds the University of Maine tuition rate for undergraduate or graduate credits or if any other related costs exist, such cost shall be the financial responsibility of the employee, not the District.

2. In the event that any employee who has used this direct payment option fails to successfully complete the course(s) or to provide written verification within sixty (60) calendar days of receipt of written notification of satisfactory completion of the course, the educational technician shall reimburse the District the amount of payment made on behalf of the employee. Unless other written repayment arrangements are made with the Superintendent, any reimbursement owed to the District by the employee shall be made by payroll deductions in six (6) consecutive payments. Full payment may be made to the business office at any time.

3. Should the employee cease employment with the District, the amount remaining due shall be paid in full by the employee.

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

## **ARTICLE 24 - DISCIPLINE AND DISMISSAL**

A. The Board retains the right to discipline employees who have completed the probationary period, provided that it does so for just cause. Probationary employees are not covered by the just cause standard for discipline, including discharge.

### B. Written Notice

Whenever an employee is required to appear before the Board or any committee thereof, concerning any matter which could adversely affect the continuation of that employee in office, position or employment, or the salary or any increment pertaining thereto, then the employee shall be given at least three (3) days prior written notice of the reason for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent the employee during such meeting or interview.

C. The Association shall be given prompt written notice of the written reprimand, discharge or suspension of any employee provided the disciplined employee signs a waiver authorizing the Superintendent to give such notice. The signed waiver shall be placed in the employee's personnel file.

## **ARTICLE 25 - JOB DESCRIPTIONS AND RECLASSIFICATIONS**

A. Each employee shall be provided with a current written job description which describes the employee's job responsibilities. The Association shall be provided with a copy of all current job descriptions of employees in the bargaining unit.

B. When an employee is assigned by the supervisor to work in a higher job classification on a temporary basis for more than three (3) consecutive work shifts, the employee shall be paid at the rate of the higher classification from the first day of such work shift provided all the duties of the higher classification were performed.

C. An employee promoted or reclassified to a higher job classification shall be placed on the same step in the new classification as the employee held in the old classification.

D. Employees should be evaluated annually by their immediate supervisor and/or the appropriate administrator, who shall meet with them to discuss the evaluation. A copy of the written evaluation shall be given to the employee being evaluated. The employee shall have the opportunity to sign the evaluation report that is to be placed in the employee's personnel folder. The employee's signature does not mean that the employee agrees with the evaluation. The employee shall be able to respond in writing to any and all areas of the evaluation within ten (10) days of receipt of the evaluation and have such response attached to the evaluation in the personnel folder.

E. Where an employee is assigned work by two or more persons, it shall be the responsibility of the employee's appropriate supervisor to resolve conflicts in work assignments which arise.

F. It has been agreed upon to meet with the purpose of looking at the impact of job responsibilities with the main office coordinator position by April 1, 2017. In addition, it has been agreed upon that there will be a re-assessment meeting of job responsibilities with the main office coordinator position by September 1, 2017 to include the new principal.

#### **ARTICLE 26 - PERSONNEL FILES**

A. The Board shall maintain, for official purposes, one (1) personnel file for each employee. This file shall be kept under conditions that insure its integrity and safekeeping.

B. Employees shall be sent a copy of all material henceforth placed in the file. Anonymous or unattributed material shall not be placed in the file. An employee shall have the right to submit a written response to any material placed in the personnel file within ten (10) days of receipt of such material. This written response shall then be filed and attached to the appropriate material.

C. Employees and a designated Association representative shall have the right to examine their file in the presence of the file's custodian provided that a written request has been given in advance of such viewing to the Superintendent. Such viewing shall take place during the normal business hours of the office in which the file is kept.

D. The personnel file will be given only to those who have a need to see it.

E. The employee and duly designated Association representatives may obtain copies of any material in the personnel file during the normal business hours of the office in which the file is kept and at the expense of the employee.

#### **ARTICLE 27 - GRIEVANCE PROCEDURE**

A. Definition - Any grievance or dispute which may arise between the parties as to the meaning or application of the specific terms of the collective bargaining agreement shall be settled in the following manner:

B. Step 1 - Immediate Supervisor - The Association and/or the employee shall take up the grievance or dispute with the employee's immediate supervisor within twenty (20) days of the date on which the employee knew or should have known of the occurrence of the grievance. The supervisor shall meet with the employee to adjust the matter and shall respond to the Association or the employee within five (5) days of the conclusion of the meeting with the grievant.

C. Step 2 - Principal - If the grievance has not been settled, it shall be presented in writing by the Association or the grievant to the Principal or Food Services Director, within five (5)

days after the Supervisor's response is due. The Principal or Food Services Director shall respond to the Association or grievant in writing within ten (10) days of receipt of the written grievance.

D. Step 3 - Superintendent of Schools - If the grievance still remains unadjusted, it shall be presented by the Association or the grievant to the Superintendent in writing within ten (10) days after the response of the Principal or Food Services Director is due. The Superintendent shall respond in writing to the Association or the grievant as appropriate, within ten (10) days of receipt of the written grievance.

E. Step 4 - Board of Directors - If the grievance still remains unsettled, the Association or the grievant may within five (5) days after the reply of the Superintendent is due, by written notice to the Superintendent, appeal to the Board. The Board shall schedule the appeal at the next regularly scheduled Board meeting provided ten (10) days' notice has been given. Within ten (10) days from the conclusion of the next regularly scheduled Board meeting, the Board shall render a written decision.

F. Step 5 - Arbitration

1. Within five (5) days of the date on which the response of the Board is due, the Association may submit the grievance to binding arbitration by written notice to the Superintendent. Said notice shall suggest the name(s) of an arbitrator(s) to hear the grievance. The Association and the Board or their designee(s) shall select an arbitrator within five (5) days of receipt of the notice. If the parties fail to agree on an arbitrator, the Association may request the assignment of an arbitrator by the American Arbitration Association according to its rules.

2. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument. The arbitrator shall have no authority to modify, add to, or subtract from any provision of this Agreement.

3. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Board and the Association. However, each party shall be responsible for compensating its own representatives and witnesses.

4. The parties shall use a mutually agreed upon form for the processing of grievances.

5. Nothing in this procedure prevents an employee from filing a grievance on the employee's own behalf, provided the Association is notified, given a reasonable opportunity to be present at any meeting where the grievance is discussed, allowed to state its view and that no resolution of such grievance is inconsistent with the terms of the Agreement.

6. If either party requests that a transcript be made of an arbitration hearing, such transcript shall constitute the only official record of the hearing. The party causing such transcript to be made shall pay the costs involved and furnish the arbitrator with a copy. If the

opposite party requests a copy of the transcript, it shall pay the costs to have such transcript made.

7. The election to submit the issue(s) of a grievance to any other forum shall be a waiver to submit such issue(s) to arbitration.

8. A grievance shall be initiated at the lowest step where a remedy can be granted.

#### **ARTICLE 28 - SEPARABILITY**

A. In the event that 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 ten (10) days of written request by either party.

#### **ARTICLE 29 - DURATION**

A. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that no additional negotiations on this Agreement shall be conducted on any item, whether contained herein or not except by mutual written agreement.

B. Within sixty (60) days of the signing of this Agreement, the Board shall furnish a copy of this Agreement to all members of the bargaining unit and shall furnish twenty (20) additional copies to the president of the Association.

C. Subject to ratification by both parties, the provisions of this Agreement shall be effective as of its signing date for all active employees within the bargaining unit and shall continue until June 30, 2020.

IN WITNESS WHEREOF the Board and the Association, by their respective representatives duly authorized, do affix their signatures to this Agreement this \_\_\_\_\_ day of February, 2017.

**RSU No. 22 EA 22 Education Association**

**RSU No. 22 Board of Directors**

\_\_\_\_\_  
**Sheryl Mayo, Chief Negotiator**

\_\_\_\_\_  
**Scott Cuddy, Negotiations Chair**

\_\_\_\_\_  
**Richard A. Lyons, Superintendent of Schools**

## APPENDIX A

### A. Employment Requirements for Step Eligibility

Step A =	0-6 months
Step B =	7-12 months (7 months - 1 year experience)
Step C =	12-24 months (1 year - 2 years experience)
Step D =	25-48 months (2 year - 4 years experience)
Step E =	49-96 months (4 year - 8 years experience)
Step F =	97 months + (Over 8 years experience)
Step G =	97 months + with RSU #22

### B. Custodians

1. Any custodian whose regular shift ends after 6 P.M. will be paid \$.10 per hour (\$4.00 per week) more than the amounts listed in the wage scale.

2. Any custodian whose shift ends after 9 P.M. will be paid \$.20 per hour (\$8.00 per week) more than the amounts listed in the wage scale.

3. Any custodian whose regular shift ends after midnight will be paid \$.25 per hour (\$10.00 per week) more than the amounts listed in the wage scale.

4. These night differentials will not be paid during school vacations when all custodians work day shifts.

5. During the school year (September - June) those persons designated as Head Custodians will work a 44 or 45 hour work week. During the period of summer vacation, all the work weeks will be 40 hours unless specifically approved in advance by the Superintendent of Schools. Effective July 1, 1997, newly hired employees, within this job classification as head custodian, will work a 40 hour week, unless requested to work overtime by the building principal or designee.

**2017-18 Pay Scale**

	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Custodian	\$14.12	\$14.87	\$15.49	\$16.29	\$17.29	\$18.46	\$18.86
Head Custodian	\$15.02	\$15.66	\$16.37	\$17.17	\$18.25	\$19.45	\$19.87
Head Custodian HA	\$16.42	\$17.03	\$17.79	\$18.67	\$19.87	\$21.16	\$21.62
Cafeteria	\$12.22	\$12.79	\$13.32	\$14.00	\$14.83	\$15.77	\$16.66
Head Cook	\$13.14	\$13.67	\$14.28	\$14.94	\$15.88	\$16.93	\$17.59
Admin. Assistant	\$13.92	\$14.50	\$15.09	\$15.82	\$16.86	\$17.89	\$18.39
Main Office Coordinator	\$14.68	\$15.34	\$16.04	\$16.87	\$17.91	\$19.05	\$19.58
	(0-6mo)	(6-12mo)	(1-2yr)	(2-4yr)	(4-8yr)	(8+yr) experience	(8+yr) in RSU22

**2018-19 Pay Scale**

	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Custodian	\$14.54	\$15.32	\$15.96	\$16.78	\$17.81	\$19.01	\$19.43
Head Custodian	\$15.47	\$16.13	\$16.86	\$17.69	\$18.80	\$20.03	\$20.46
Head Custodian HA	\$16.91	\$17.54	\$18.32	\$19.23	\$20.46	\$21.79	\$22.27
Cafeteria	\$12.83	\$13.43	\$13.99	\$14.70	\$15.57	\$16.56	\$17.50
Head Cook	\$13.79	\$14.35	\$14.99	\$15.69	\$16.67	\$17.77	\$18.47
Admin. Assistant	\$14.47	\$15.08	\$15.69	\$16.45	\$17.53	\$18.60	\$19.12
Main Office Coordinator	\$15.27	\$15.95	\$16.68	\$17.54	\$18.63	\$19.81	\$20.37
	(0-6mo)	(6-12mo)	(1-2yr)	(2-4yr)	(4-8yr)	(8+yr) experience	(8+yr) in RSU22

**2019-20 Pay Scale**

	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Custodian	\$14.98	\$15.78	\$16.43	\$17.29	\$18.35	\$19.58	\$20.01
Head Custodian	\$15.93	\$16.61	\$17.36	\$18.22	\$19.36	\$20.63	\$21.08
Head Custodian HA	\$17.42	\$18.06	\$18.87	\$19.81	\$21.08	\$22.44	\$22.94
Cafeteria	\$13.47	\$14.10	\$14.69	\$15.43	\$16.35	\$17.39	\$18.37
Head Cook	\$14.48	\$15.07	\$15.74	\$16.47	\$17.50	\$18.66	\$19.39
Admin. Assistant	\$15.05	\$15.68	\$16.32	\$17.11	\$18.23	\$19.35	\$19.89
Main Office Coordinator	\$15.88	\$16.59	\$17.35	\$18.25	\$19.37	\$20.61	\$21.18
	(0-6mo)	(6-12mo)	(1-2yr)	(2-4yr)	(4-8yr)	(8+yr) experience	(8+yr) in RSU22

APPENDIX B

**2017-18 Pay Scale**

Years	Ed Tech II	Ed Tech III
0	\$ 13.59	\$ 14.29
1	\$ 14.25	\$ 15.09
2	\$ 14.90	\$ 15.83
3	\$ 15.57	\$ 16.61
4	\$ 16.25	\$ 17.38
5	\$ 16.93	\$ 18.13
6	\$ 17.57	\$ 18.92
7	\$ 17.57	\$ 18.92
8	\$ 18.19	\$ 19.52
<b>Tutor-Facilitator</b>	\$44,030.23	
<b>Personal Care</b>	\$3,505.95	

(8+ Yrs in RSU 22)

**2018-19 Pay Scale**

Years	Ed Tech II	Ed Tech III
0	\$ 14.27	\$ 15.01
1	\$ 14.96	\$ 15.84
2	\$ 15.64	\$ 16.63
3	\$ 16.35	\$ 17.44
4	\$ 17.07	\$ 18.25
5	\$ 17.77	\$ 19.04
6	\$ 18.44	\$ 19.87
7	\$ 18.44	\$ 19.87
8	\$ 19.10	\$ 20.50
<b>Tutor-Facilitator</b>	\$46,231.74	
<b>Personal Care</b>	\$3,681.25	

(8+ Yrs in RSU 22)

**2019-20 Pay Scale**

Years	Ed Tech II	Ed Tech III
0	\$ 14.98	\$ 15.76
1	\$ 15.71	\$ 16.64
2	\$ 16.43	\$ 17.46
3	\$ 17.17	\$ 18.31
4	\$ 17.92	\$ 19.16
5	\$ 18.66	\$ 19.99
6	\$ 19.37	\$ 20.86
7	\$ 19.37	\$ 20.86
8	\$ 20.05	\$ 21.52
<b>Tutor-Facilitator</b>	\$48,543.33	
<b>Personal Care</b>	\$3,865.31	

(8+ Yrs in RSU 22)

**Cash in Lieu of Health Insurance (LOH)****FY18**

Doesn't take coverage but eligible for:

Single	\$1,195.05
AC	\$1,968.30
Two Person	\$2,454.49
Family	\$2,946.05

Takes Single but eligible for:

AC	\$773.25
Two Person	\$1,259.44
Family	\$1,751.00

**FY19**

Doesn't take coverage but eligible for:

Single	\$1,330.49
AC	\$2,224.63
Two Person	\$2,786.84
Family	\$3,355.27

Takes Single but eligible for:

AC	\$894.14
Two Person	\$1,456.35
Family	\$2,024.78

**FY20**

Doesn't take coverage but eligible for:

Single	\$1,465.92
AC	\$2,480.96
Two Person	\$3,119.19
Family	\$3,764.49

Takes Single but eligible for:

AC	\$1,015.04
Two Person	\$1,653.27
Family	\$2,298.57

**ARTICLE 29 - DURATION**

A. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that no additional negotiations on this Agreement shall be conducted on any item, whether contained herein or not except by mutual written agreement.

B. Within sixty (60) days of the signing of this Agreement, the Board shall furnish a copy of this Agreement to all members of the bargaining unit and shall furnish twenty (20) additional copies to the president of the Association.

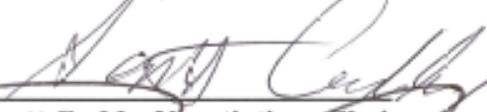
C. Subject to ratification by both parties, the provisions of this Agreement shall be effective as of its signing date for all active employees within the bargaining unit and shall continue until June 30, 2020.

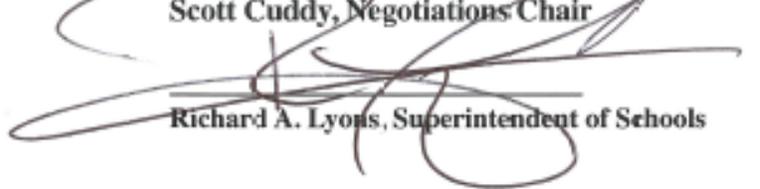
IN WITNESS WHEREOF the Board and the Association, by their respective representatives duly authorized, do affix their signatures to this Agreement this 15<sup>th</sup> day of February, 2017.

**RSU No. 22 EA 22 Education Association**

  
\_\_\_\_\_  
Sheryl Mayo, Chief Negotiator

**RSU No. 22 Board of Directors**

  
\_\_\_\_\_  
Scott Cuddy, Negotiations Chair

  
\_\_\_\_\_  
Richard A. Lyons, Superintendent of Schools