

JULY 1, 2021 TO JUNE 30, 2024

AFL - CIO

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES
UNION COUNCIL 93 - LOCAL 2177

FULL-TIME CUSTODIANS
FULL-TIME COOKS

and the

EAST MILLINOCKET SCHOOL BOARD

Between the

COMPREHENSIVE
AGREEMENT

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Pursuant to the Municipal Public Employees
Labor Relations Law, Chapter 424 of Public
Law 1969, State of Maine, 26 MRSA Chapter 9-
A, as amended, the EAST MILLINOCKET
SCHOOL BOARD hereby adopts the following
Comprehensive Agreement.

2177 AFL - CIO

COUNCIL 93 - LOCAL

FULL-TIME
CUSTODIANS FULL
TIME COOKS

and the

EASTMILLINOCKET SCHOOL
BOARD

of the

COMPREHENSIVE AGREEMENT

This agreement is for the bargaining unit established on April 24, 1973, comprised of Full-time custodians and revised in June 2007 to include Full-time cooks (cooks working over 35 hours per week will be considered full-time) in the East Millinocket School Department as negotiated by Local 2177 and the East Millinocket School Board for the year beginning July 1, 2021 through June 30, 2024.

PREAMBLE

The union shall bear the responsibility for bringing to the attention of the School Board the need for such a meeting. All issues proposed for discussion and negotiation shall be submitted in writing by the Union to the School Board or its delegated representatives at this first meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed upon by

2. Opening Negotiations: The first meeting will be held not later than the first week of March preceding the expiration date of any agreement (contract) in which the Union has an interest by virtue of the conditions of this document, unless both parties mutually agree on another date.

1. Negotiating Teams: The School Board, or designated representatives of the School Board, will meet with representatives designated by the agent of the Union for the purposes of collective negotiations (bargaining). The parties shall exchange certificates verifying team members.

ARTICLE 4 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

This recognition constitutes an agreement between the School Board and the Union to reach mutual understandings regarding matters related to wages, hours, working conditions, and contract grievance arbitration. The School Board and the Union recognize that the School Board is the legally constituted body responsible for the determination of policies covering all aspects of the East Millinocket Public School System. The statutory provisions of the State, and such other rules and regulations as are promulgated by the proper State Officials in accordance with such statutes. The School Board cannot reduce, negotiate, or delegate its legal responsibilities.

Right to Join or Not Join: It is recognized that full-time covered employees have the right to join, or not to join the Union, but membership shall not be a prerequisite for employment or continuation of employment to any employee.

ARTICLE 3 - PRINCIPLES

The School Board recognizes the Union as the sole and exclusive bargaining agent for the following classification of employees: Custodians, Kitchen Staff for the purposes of establishing wages, hours and working conditions.

ARTICLE 2 - RECOGNITION

This agreement made and entered into this _____ day of _____, 2021, by and between the East Millinocket School Board (hereinafter referred to as the School Board) and the Full-time Custodians and Kitchen Personnel American Federation of State, County and Municipal Employees Union, Council, Local 2177, AFL-CIO (hereinafter referred to as the Union).

ARTICLE 1 - AGREEMENT

the parties. At the second meeting, the School Board or its delegated representative(s) will respond to the issues submitted by the Agent of the Union and submit all additional issues which it wishes to negotiate.

3. Negotiating Procedures: Designated representatives of the School Board shall meet at such mutually agreed upon places and times with representatives of the Union for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations with each other on all matters. Following the initial meetings as described in paragraph 2 above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours unless mutually agreed upon to do otherwise.

4. Exchange of Information: Both parties shall furnish each other, only in these sessions, upon reasonable request, all available information pertinent to the issue(s) under consideration.

5. Consultants: The parties may call upon consultants to assist in preparing for negotiations, and to advise them during their separate caucus conference sessions. The expense of such consultants shall be borne by the party requesting them.

6. Reaching Agreement: When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the School Board and Union for approval. Following approval by a majority of the School Board and by a majority of the Union as attested by a notarized report of the vote, the School Board will take such actions upon the recommendation(s) submitted as are necessary to make them official.

7. Resolving Differences: In cases of disagreement with regards to wages, hours, working conditions and contract grievance arbitration, both parties agree to the following procedures in an attempt to resolve their differences:

A. Mediation: Either party may request mediation prior to arbitration by requesting the Executive Director of the Public Employees Labor Relations Board to appoint one mediator within ten (10) days. The Mediator will meet as soon as possible with both parties in order to effect a settlement of their controversy

B. Fact-finding: If mediations has not resolved the controversy, either or both parties may request the Executive Director of the Public Employees Labor Relations Board to appoint a fact-finding board of three (3) members. Any person who has actively participated as a mediator in the immediate proceedings for which fact-finding has been called shall not sit on the fact-finding board. The Board shall hear the contending parties to the controversy. It may request statistical data and reports on its own initiative in addition to the data regularly maintained by the Executive Director. Two members of the fact-finding board shall submit their findings and recommendations to the parties only. The parties shall have a period of thirty (30) days, after the receipt of

findings and recommendations from the fact-finders, in which to make a good faith effort to resolve their controversy. If the parties have not resolved their controversy by the end of said period, either party may, but not until the end of the said period unless the parties otherwise jointly agree, make the fact-finding and recommendations public.

C. Arbitration: In addition to the 30-day period referred to in sub-section 3, the parties shall have 15 more days, making a total period of 45 days from the receipt of findings and recommendations, in which to make a good faith effort to resolve their controversy. If the parties have not resolved their controversy by the end of the said 45-day period, then either party may, by written notice to the other, request that their differences be submitted to a board of three (3) arbitrators. The bargaining agent of the Union and the East

Millinocket School Board shall within five (5) days of such request each select and name one arbitrator and shall immediately thereafter notify each other in writing of the name and address of the person so selected. The two arbitrators so selected and named shall, within ten (10) days of such request, agree upon and select and name a neutral arbitrator. If either party shall not select its arbitrator or if the 2 arbitrators shall fail to agree upon, select and name a neutral arbitrator within ten (10) days, either party may request the Labor Relation Connection to utilize its procedures for the selection of the neutral

arbitrator. As soon as possible after receipt of such request, the neutral arbitrator will be selected in accordance with the rules and procedures prescribed by the Labor Relation Connection for making such selection. The neutral arbitrator so selected will not, with the consent of both parties, be the same person who was selected to serve as a mediator pursuant to subsection A nor any member of the fact-finding board selected pursuant to subsection B. As soon as possible after the selection of the neutral arbitrator, the three arbitrators or if either party shall not have selected its arbitrator, the two arbitrators, as the case may be, shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as they deem appropriate. If the neutral arbitrator is selected by utilizing the procedures of the Labor Relation Connection, the arbitration proceedings will be conducted in accordance with the rules and procedures of the Labor Relation Connection. The hearing shall be formal, and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrators may be received in evidence. The arbitrators shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records, and other evidence relative and pertinent to the issues represented to them for determination.

If the controversy is not resolved by the parties themselves, the arbitrators shall proceed as follows: With respect to a controversy over salaries, pensions and insurance, the arbitrators will recommend terms of settlement and may make findings of fact; such recommendations and findings will be advisory only and will be made, if reasonably possible, within thirty (30) days after the selection of the neutral arbitrator, the arbitrators may in their discretion, make such recommendations and findings public, and either party may make such recommendations and findings public if agreement is not reached with respect to such findings and recommendations within ten (10) days after their receipt from the arbitrators; with respect to a controversy over subjects other than salaries, pensions and insurance, the arbitrators shall make determinations with respect thereto if reasonably possible within thirty (30) days after the selection of the neutral arbitrator; such determinations may be made public by the arbitrators or either party; and if made by a majority of the arbitrators, such determinations will be binding on both

parties and the parties will enter an agreement or take whatever other action that may be appropriate to carry out and effectuate such binding determinations; and such determinations shall be subject to review by a Justice of the Superior Court in the manner specified by section 972 of the Municipal Public Employees Labor Relations Law as amended.

D. The cost for the services of the mediator, the members of the fact-finding board, and the members of the board of arbitrators including, if any per diem expenses and actual and necessary travel and subsistence expenses and the cost of hiring the premises where any mediation, fact-finding or arbitration proceedings are conducted, and a public stenographer and typist, will be shared equally by the parties to the arbitration. All other costs will be assumed by the party incurring them.

E. If the Municipal Public Employees Labor Relations Law changes to permit binding arbitration of wages, pensions, and insurance or grant employees the right to strike, then the employees and the Union shall have the right to use those methods.

ARTICLE 5 - DEFINITIONS

A. Board. Whenever the term "Board" is used, it refers to the East Millinocket School Board 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 or designate.

E. School. Whenever the term "School" is used, it shall include any work location or functional division.

F. Superintendent. Whenever the term "Superintendent" is used, it shall include the Superintendent of Schools of East Millinocket, or any other person whom the Superintendent or the Board specifically designates to act for him in any particular situation or class of situations.

G. Support Staff. Whenever the term "Support Staff" is used, unless otherwise expressly provided or clearly indicated by the context of this agreement, it shall refer to those in the bargaining unit.

H. Union. Whenever the term "Union" is used, unless otherwise expressly provided or clearly indicated by the context of this agreement, it shall refer to Local #2177.

B. Definitions

1. It is the policy of the School Board and the Union that all grievances be resolved informally or at the earliest possible stage of this grievance procedure; however, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlements but shall not be precedents in a later grievance proceeding.

A. Purpose

ARTICLE 8 - GRIEVANCE PROCEDURE

- E. The Board reserves the right to hire personnel for full-time or part-time work in any building or for any job classification.
- D. The Board has the right of direction of the working force, including the right to suspend or discharge for proper cause. This will be conducted through the Administration.
- C. Support Staff assignments will be made by the Board, through the Administration.

2. Kitchen - Seven and a quarter (7.25) hours with the exception of emergencies, snow days, and break for meals. Other arrangements may be made by mutual agreement.

- 1. Custodial - eight (8) consecutive hours with the exception of a break for meals.
- B. The Board, through the Administration, will determine the schedule of working hours, which shall be as follows for the following classifications unless otherwise determined:

A. Except as otherwise specifically provided in this agreement, or otherwise specifically agreed to in writing between the parties, the operation and management of the schools and the control, supervision and direction of the Support Staff are vested exclusively in the School Board, through administrative delegation.

ARTICLE 7 - MANAGEMENT RIGHTS

The Board shall maintain a written job description for each classification in the bargaining unit and shall notify the Association of any changes. Upon hire, or when a job description changes, each employee will be provided a new job description. General job expectations will be reviewed annually.

ARTICLE 6 - JOB DESCRIPTIONS

1. The number of days indicated at each level should be considered as maximum and every reasonable effort, consistent with the best interests of both parties and the system, should be made to expedite the process. The time limits may be extended by mutual agreement in writing by the parties in interest.
2. Between the end of the school year and the beginning of the next school year, the time limit set forth herein shall refer to the regular week days, Monday through Friday, except when school is not in session.
3. Time is of the essence in the filing and processing of all grievances under this article. Failure on the part of a grievant to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance shall constitute a waiver of any grievance and shall be a complete bar to arbitration. Failure by the

D. Time Limits

1. The grievance shall be submitted directly to the Superintendent.
2. The Union may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the building principal. Otherwise, it shall be submitted directly to the Superintendent.
3. An employee, or group of employees, may submit grievances which affect them personally and shall submit such grievance to the building principal.
4. The Union may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the building principal. Otherwise, it shall be submitted directly to the Superintendent.
5. A grievance shall be deemed waived unless it is submitted within twenty-five (25) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
6. Each grievance shall be submitted in writing, on a form approved by the Board and the Union and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
7. A grievance shall be deemed waived unless it is submitted within twenty-five (25) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
8. Each grievance shall be submitted in writing, on a form approved by the Board and the Union and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
9. The aggrieved party must attempt to resolve the grievance informally during the twenty-five (25) day period specified in C-3 below.

C. Submission of Grievances

1. A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
2. A "grievant" is any person in the unit covered by this agreement.
3. An "aggrieved party" is the support staff employee who submits a grievance.

District to adhere to the time requirements for processing/responding to a grievance shall permit the grievant to proceed to the next level of the grievance procedure.

E. Informal Procedure

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

2. If the employee is not satisfied with such disposition of the matter, he/she shall have the right to discuss it with the Superintendent in an effort to resolve the problem informally.

F. Formal Procedure

1. Level One - School Principal

- a) If an aggrieved party is not satisfied with the outcome of the informal procedure, he/she may present his/her claim as a formal grievance in writing on a mutually agreed upon form to his/her principal or other designated administrator with jurisdiction thereunder. A grievance will be deemed waived unless submitted in writing twenty-five (25) days after the aggrieved party knew or should have known of the events or conditions constituting the alleged grievance.
- b) The principal or other designated administrator shall, within five (5) days after receipt of the written grievance, have rendered his/her decision and the reasons therefore in writing to the aggrieved party.
- c) Level One of the formal grievance procedure may be bypassed when the Superintendent is the "designated administrator" as described in subsection "a" above. In such instances the formal grievance procedure shall commence at Level Two.

2. Level Two - Superintendent of Schools

- a) If the aggrieved party is not satisfied with the resolution of the grievance at Level One, he/she may within five (5) days submit it to the Superintendent at Level Two.
- b) The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the aggrieved party for the purpose of resolving the grievance.
- c) The Superintendent shall, within five (5) days after the meeting, render his/her decision and the reasons therefore in writing to the aggrieved party.

3. Level Three - School Board

- a) If the aggrieved party is not satisfied with the resolution of the grievance at Level Two, he/she may, within five (5) days after receiving the Superintendent's response, request in writing a meeting on the matter before the Board.

I. Filing

If a grievance affects a group or class of employees, the Union may submit such grievance in writing to the Superintendent with a copy to building principal(s) or other appropriate administrator(s) directly involved, and the processing of such grievance shall be commenced at Level Two. The Union may process such a grievance through all levels of the grievance procedure.

H. Group Grievance

Any party in interest may be represented at Levels One, Two, Three, and Four of the formal grievance procedure must be represented by a Union Officer. When an employee is not represented by the Unit offices, the Union shall have the right to be represented by its Field Representative. Any agreement or resolution arrived at by the parties must be consistent with the collective bargaining agreement.

G. Rights to Representation

- d) The costs for the services of the arbitrator shall be borne equally by the Board and the aggrieved party.
- e) The arbitrator shall, as soon as practicable after his/her selection, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make decisions which requires the commission of an act prohibited by law or which is in violation of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the aggrieved party and shall be final and binding on the parties, subject to judicial review.
- f) The costs for the services of the arbitrator shall be borne equally by the Board and the aggrieved party.
- g) The Chairperson of the Board and the aggrieved party shall, within ten (10) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within ten (10) days, the Labor Relation Connection shall immediately be called upon by the Union to propose a list of arbitrators. The arbitrator selected shall confer promptly with the representatives of the Board and the aggrieved party and shall review the record of the prior meetings and shall hold such hearings with the aggrieved party and Board as he shall deem requisite.
- h) The arbitrator shall, as soon as practicable after his/her selection, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make decisions which requires the commission of an act prohibited by law or which is in violation of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the aggrieved party and shall be final and binding on the parties, subject to judicial review.
- i) The costs for the services of the arbitrator shall be borne equally by the Board and the aggrieved party.

3. Level Four - Impartial Arbitration

- a) If the Union is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days, submit the grievance to arbitration by so notifying the Board in writing.
- b) The Chairman of the Board and the aggrieved party shall, within ten (10) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within ten (10) days, the Labor Relation Connection shall immediately be called upon by the Union to propose a list of arbitrators. The arbitrator selected shall confer promptly with the representatives of the Board and the aggrieved party and shall review the record of the prior meetings and shall hold such hearings with the aggrieved party and Board as he shall deem requisite.
- c) The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved party.
- d) The Board meeting for the purpose of reviewing the grievance.
- e) The Board shall, meet with the aggrieved party at its next regularly scheduled Board meeting for the purpose of reviewing the grievance.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, except that regular personnel documents shall be returned to the personnel file at the conclusion of the grievance process.

J. Forms See Appendix B.

ARTICLE 9 - VACANCIES & DISCHARGE

A. At such time that vacancies occur within this bargaining unit, positions will be posted. Any bargaining unit member who meets the qualification requirements for the position will have ability to apply and be considered for the position based on seniority providing the applicant meets the qualifications established.

1. Current non-probationary employees will be given first consideration based upon their job performance, and the needs of the position.
2. The board reserves the right to hire the candidate it deems appropriate for the position.

B. Layoff

1. In the event it becomes necessary to lay-off any bargaining unit member for any reason, employees shall be laid off in inverse order of their seniority, providing they meet qualifications with-in their classification.

C. Recall

1. Notice of recall shall be given by certified mail to the last address given to the Board by an employee.
2. Those affected by lay-off, will have the right of recall within eighteen (18) months, at the position, or similar position for which they were employed. No new employee shall be hired within that classification until all employees on lay-off status, desiring to return to work, have been recalled. However, failure of an employee to respond or accept recall within ten (10) calendar days shall automatically result in forfeiture of all further rights to recall.

D. Recall Privilege

1. In the event of a reduction in force, employees reemployed after a layoff shall retain their seniority, and accumulated sick leave, earned prior to the layoff.
2. An employee who is reemployed after a layoff shall be placed in the same wage step corresponding to his/her number of years of service as an employee in the district.
3. Failure of an employee to respond or accept recall within ten (10) calendar days shall automatically result in forfeiture of all further rights to recall.

The listing of actions above is not to be construed as being necessary in progression or limiting the school board or the school board's discretion regarding what action to take.

- 4. In the event of a Reduction In Force, employees shall be recalled in reverse order of layoff.
 - 5. Notice of recall shall be given by certified mail to the last address given to the Board by an employee. A copy of the notice of recall will be given to the Association at the same time the notice is mailed to the employee.
- E. Whenever any employee decides to leave, he/she must notify the Superintendent in writing at least ten (10) working days prior to the date that he intends to stop work.
- F. Whenever the Board makes a decision to discharge an employee for cause or decrease the number of employees within a classification, the Superintendent must notify the employee in writing at least ten (10) working days prior to the date that the employee's services will be terminated.
- G. Discipline
 Disciplinary action may be imposed upon an employee for failing to fulfill his/her responsibility as an employee. Disciplinary action or measures shall include the following:
 1. Oral reprimand
 2. Written reprimand
 3. Suspension
 4. Discharge
- H. Discharge
 The Board shall not suspend or discharge any employee without just cause. The Board shall not be required to give ten (10) working days' notice in the following cases. Such cases are grounds for suspension and hearing prior to dismissal.
 • Insufficiency
 • Insubordination
 • Misconduct or immoral conduct during working hours
 • Intoxication
 • Convicted of a felony
 • Consistent nonpayment of financial obligations to the school
 • Theft
 • Falsifying any reports
 • Sleeping on the job
 • Harassment
 • Any other just cause

Call time may be accumulated as compensation time with prior approval from the Superintendent or designee and must be used within 30 days. Exceptions for this will be at the discretion of the Superintendent/Designee. If there is an emergency situation due to unforeseen circumstances preventing the employee from using the time within this 30-day period, the compensation time can be bought out or extended.

Whenever a custodian is called in outside of their regular work shift, the individual shall receive a minimum of two (2) hours pay at the rate of pay of time and one-half.

C. Call Time

B. Support Staff Employees will receive time and one-half after forty (40) hours of actual working hours.

10. After Fifteen (15) consecutive years of service, full time year around and full-time school year shall receive a five-hundred-dollar (\$500.00) bonus at the end of their 15th year of service and every year thereafter on their anniversary date of hire.

9. For employees in this bargaining unit Holiday and Vacation time is considered work time.

8. When a cook is filling in for the Kitchen Manager when he/she is on vacation, or when necessary to fill in during regularly scheduled vacations, he/she shall receive an additional rate of \$.50 per hour.

7. When a custodian is filling in for the Head Custodian when he/she is on vacation, or when necessary to fill in during regularly-scheduled vacations, he/she shall receive an additional three (\$3.00) per hour above their base rate of hourly pay.

6. The Board reserves the right to establish hourly rates for part-time Custodians and Kitchen employees.

5. It is agreed that evening custodial shift (P.M.) will receive a fifty cent (.50) differential per hour.

4. For employees in this bargaining unit, the probationary period will be:
a. 6 months for those hired prior to Dec 1, 2007. Employees will go to step 1 after the 6 months probationary period.
b. 1 year from date of hire thereafter. Employees will go to step 1 experience after the 1 year probationary period.

3. Custodians hired prior to July 1, 1998 will be considered step 9 experience.

2. Base rate will be current rate for each employee.
a. Any hours worked for functions by kitchen staff shall receive a differential of \$.50 per hour.

A. 1. See Schedule A for wages. (page 21)

ARTICLE 10 - WAGES

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

B. Kitchen

If a custodian is assigned work on a holiday, arrangements will be made by the Superintendent of granting another day off, with pay.

- The following days will be considered paid holidays
- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Christmas Day
- Patriot's Day
- Columbus/Indigenous People's Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Martin Luther King Jr. Day
- President's Day

A. Custodial

ARTICLE 11 - HOLIDAYS

Full time custodian hired after July 1, 2004 will get first refusal on planned overtime duties such as weekend duty and game clean up over part time custodians.

Overtime will commence after forty (40) hours of actual work time. Holiday time and vacation time is considered time worked.

E. Overtime

For the purpose of this section, the work week shall be defined as 7.25 hours per day for scheduled work days. The school board or designee reserves the right to change the schedule in emergency situations.

2. Kitchen

b. At the discretion of the superintendent, Custodial Staff may work 4 – 10-hour days during the summer months provided the time change does not interfere with the building supervisory needs resulting from summer programs that use the facility throughout the week.

*The Night Shift for custodial staff will be defined as 2:00 P.M. to 10:00 P.M., Monday through Friday.

- a. Five (5) consecutive days beginning Monday, 6:00 A.M. and concluding on Friday, 2:30 P.M. * The School Board reserves the right to change this schedule in emergency situations.

1. Custodial

For the purpose of this section, the work week shall be defined as follows:

D. Work Week

The following will be considered paid holidays:

- | | |
|----------------------------|----------------------------------|
| New Year's Day | Columbus/Indigenous People's Day |
| Memorial Day | Veterans Day |
| Thanksgiving Day | Labor Day |
| Day after Thanksgiving | Christmas Day |
| Martin Luther King Jr. Day | Patriot's Day |
| President's Day | |

Holiday and Vacation time is considered actual time worked. However, for the purpose of calculating overtime, other leave does not equal actual time worked.

ARTICLE 12 - VACATIONS

A. Custodial

1. *Head custodians and Full-time custodians* will receive:

- i. One week paid vacation after one (1) year of service;
- ii. Two weeks paid vacation after two (2) years of service;
- iii. Three weeks paid vacation after seven (7) years of service;
- iv. Four weeks paid vacation after fifteen (15) years of service;
- v. Five weeks paid vacation after twenty (20) years of service; and
- vi. Six weeks paid after twenty-five (25) years of service.

B. Kitchen

1. For *Full-time Kitchen Staff* - Vacation taken during the regular school year (when school is in session) will be at the discretion of the Superintendent

- i. One week paid vacation after four (4) years of continuous work in the system;
- ii. Two weeks paid vacation after six (6) years of continuous work in the system;
- iii. Three weeks paid vacation after ten (10) years of continuous work in the system;
- iv. Four weeks paid vacation after fifteen (15) years of continuous work in the system;

C. No vacations will be allowed the week prior to the opening of school in the fall.

D. Vacation Pay will be at current weekly pay.

E. Employees may request vacation pay on the previous payroll.

F. Employees will be allowed to take vacation during regular school vacation times with the pre-approval of the superintendent, no more than 1 Custodial employee shall expect to have the approval of vacation during regular school vacation.

ARTICLE 13 - SICK LEAVE

- A. Each Custodial employee will be granted fourteen (14) days sick leave per year to be added to his/her current sick leave to a maximum of two hundred sixty days (260) and employees may take up to forty (40) hours of paid leave as Family Care Leave per 12 month period based on contract year. Days will be deducted from cumulative sick leave.
- B. Each Kitchen Staff will be granted twelve (12) days sick days per year, to be added to his/her current sick leave to a maximum of one hundred and twenty (120) sick days and must be used for personal illness. As stated in East Millinocket GBO Family Care Policy, employees may take up to forty (40) hours of paid leave as Family Care Leave per 12-month period based on contract year. Days will be deducted from cumulative sick leave.
- C. FMLA: State and Federal laws will be followed as it applies to FMLA. Per East Millinocket Policy, the twelve-month period in which an employee is entitled to twelve weeks of FMLA leave shall be the calendar year. Paid sick leave, vacation and/or personal leave will run concurrently with FMLA leave.
- D. Doctor Note
The East Millinocket School Board reserves the right to request a doctor's certificate of illness.
- E. Extended Sick Leave
Emergency leaves of absence, in the case of prolonged illness or disability of the employee, may at the superintendent's discretion be granted, provided the request is made in writing to the Superintendent or designee. This is after any and all possible benefit time has been exhausted. This time would be without pay or benefits. Employees may, at their own expense, continue to participate in the employees' insurance plan. Prior to returning to work, any employee granted said leave is required to submit a note from their physician indicating the employee is fully able to return to their previous job without risk of injury. The employee should understand that the job will not be held open indefinitely.
- F. A bargaining unit member who uses fewer than seven (7) sick days during the school year will be paid a bonus of \$100 per day for each day (up to the seven) that are unused. Professional, personal and bereavement leave shall not be considered as an absence. The bonus shall be paid during the pay period immediately following the completing of the academic year.

The School Board agrees to pay a health insurance benefit of single, two-person, adult with child, or family plan equivalent to MBA Option II, of the board's choice. If the board is planning a change in health providers, the health insurance portion of contract will be re-opened to discuss the impact of proposed changes.

A. For year-round employees:

ARTICLE 16 - BASIC HEALTH INSURANCE PLAN

- 1. In lieu of personal days, the Custodians will be given three (3) floating holidays.
 - 2. In lieu of personal days, the Kitchen Staff will be given two (2) floating holidays.
- A. Upon prior approval from the Superintendent / Designee, school year employees may be granted 2 days personal leave for compelling, non-recreational reasons. Any personal requests for leave will be made to the Superintendent of Schools/designee.

ARTICLE 15 - PERSONAL LEAVE

- A. In the case of the death of spouse, daughter, son, mother, father, mother-in-law, father-in-law, sibling or stepchild, all covered bargaining unit employees shall be granted Bereavement leave as follows:
* 3 days per incident
* Additional leave may be granted at the discretion of the superintendent.
- B. All covered bargaining unit employees shall be granted one (1) day in case of death of grandparent, sister-in-law, brother-in-law, grandchildren, aunt, and uncle.
- C. All covered bargaining unit employees shall be granted a maximum of one (1) day per year or two (2) half days per year to attend a funeral of a relative not listed above or that of a personal friend.

ARTICLE 14 - BEREAVEMENT LEAVE

Sick Days Used	Bonus
Zero (0)	\$700.00
One (1)	\$600.00
Two (2)	\$500.00
Three (3)	\$400.00
Four (4)	\$300.00
Five (5)	\$200.00
Six (6)	\$100.00
Seven (7)	\$ 0.00

ARTICLE 20 - PAYROLL DEDUCTIONS

The Board agrees to pay the difference between the daily jury pay and the regular daily rate of a support staff who is summoned to serve on a jury.

ARTICLE 19 - JURY DUTY

- A. When a TB. test is required, the Board agrees to pay the cost of either the intradermal test or the cost of a frontal chest X-ray.
- B. When a Background check is required and/or employee needs to get fingerprinted, the Board agrees to pay the cost of the Background check and the cost associated with getting fingerprinted.

ARTICLE 18 - MANDATORY T.B. TEST / BACKGROUND CHECKS

In order to qualify for long-term disability insurance coverage, to be paid by the East Millinocket School Board, the employee must have worked for the East Millinocket School Department full time, for a minimum of fifteen (15) years. The School Board will pay up to \$50 per month for the long-term disability coverage.

ARTICLE 17 - LONG-TERM DISABILITY INSURANCE

The East Millinocket School Department agrees to provide the opportunity to participate in Section 125 Premium Only Plan for health insurance premiums. All employees who do not qualify for the above benefit shall receive a \$2,000 stipend annually.

- C. For all other employees

At 77%

The School Board agrees to pay a health insurance benefit of single, two-person, adult with child, or family plan equivalent to MBA Option II, of the board's choice. If the board is planning a change in health providers, the health insurance portion of contract will be re-opened to discuss the impact of proposed changes.

- B. For school-year employees working more than 200 days per year

At 77%

Employees who are required to use their personal vehicle for assigned business will be compensated at the state rate.

C. Mileage Reimbursement

- 1. Full-time kitchen staff shall receive a \$100 clothing allowance per year.
- 2. Full-time custodians shall receive a \$100 shoe allowance per year.

B. Clothing Allowance

With Prior approval and at the discretion of the superintendent, employees will receive up to \$200 per year for professional development that leads to certification related to the employees' respective profession.

A. Course reimbursements

ARTICLE 24 - MISCELLANEOUS

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

ARTICLE 23 - PROTECTION OF PROPERTY AND EQUIPMENT

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

ARTICLE 22 - LABOR REQUIREMENTS

When the Board establishes new rules, all employees will be notified in writing two (2) days prior to the effective date, except that new rules will take effect immediately in case of an emergency.

ARTICLE 21 - WORK RULES

- A. Employees will be paid bi-weekly for all hours worked or earned during the established pay period.
- B. The Board will make such deductions from an employee's pay as are legally required and make timely and appropriate remittances of all such deductions.
- C. The Board agrees to deduct Union Dues and insurance on the payroll.

- D. Retirees who currently receive health insurance coverage under the East Millinocket School Department will maintain present benefit according to the contract in effect at the time of retirement.
- C. Head Custodian
 Upon retirement from the East Millinocket School Department, head custodians hired prior to 2009, with twenty-five or more years of service in the East Millinocket School Department the head custodian will receive reimbursement for a single person Subscription medical insurance up to a maximum annual reimbursement of \$3,000.
- B. After fifteen (15) continuous years of service, and upon notice of intent to retire by January 15th, from the East Millinocket School Department, employees who were part of this bargaining unit prior to December 1, 2007 shall receive a \$1,800.00 bonus upon retirement.
- A. After ten (10) continuous years of service, and upon notice of intent to retire by January 15th, from the East Millinocket School Department, employees who were part of this bargaining unit prior to Dec 1, 2007 shall receive a \$1,200.00 bonus upon retirement.

ARTICLE 26 - RETIREMENT

The Union shall have the exclusive right to payroll deductions for employees included within the applicable bargaining unit and subject to the following provisions:

The Employer agrees to deduct the Union's weekly membership dues and benefit premiums from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by Council 93, and the aggregate deductions of all employees shall be submitted together with lists of employees having deductions made and the total amounts deducted for each of those employees to the Union by the fifteenth (15th) day of the succeeding month, after such deductions are made. The amount deducted for union dues and the amount deducted for benefit premiums shall be submitted by two (2) checks along with separate lists showing the amount deducted for each employee.

The written authorization for payroll deductions of Union membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided the employee notifies, in writing, the Employer and Council 93 at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

The authorization for deduction of benefit fund contributions may be stopped at any time, provided the employee submits in writing to the Employer and the Union a sixty (60) day notice of such intent.

ARTICLE 25 - CHECKOFF

Steps	\$	0.30	\$	0.30	\$	0.35
	July 1, 2021	July 1, 2022	July 1, 2023			
1	21.57	21.87	22.22			
2	22.00	22.30	22.65			
3	22.44	22.74	23.09			
4	22.89	23.19	23.54			
5	23.35	23.65	24.00			

Head Custodian Scale - For employee hired after 07/01/2021

Current	July 1, 2021	July 1, 2022	July 1, 2023
\$26.01	\$26.31	\$26.61	\$26.96

Head Custodian Scale
2021-2024

Steps	Current	2020-2021	2021-2022	2022-2023	2023-2024
Probationary	14.32	14.62	14.92	15.27	
1	15.01	15.31	15.61	15.96	
2	15.46	15.76	16.06	16.41	
3	16.05	16.35	16.65	17.00	
4	16.36	16.66	16.96	17.31	
5	16.96	17.26	17.56	17.91	
6	17.26	17.56	17.86	18.21	
7	17.71	18.01	18.31	18.66	
8	18.16	18.46	18.76	19.11	
9	18.61	18.91	19.21	19.56	
10	19.06	19.36	19.66	20.01	

Custodial Scale
2021-2024

Five (5) years but less than ten (10) years of continuous service: Fifty cents (\$.50) per hour added to their base hourly rate.

Ten (10) years but less than fifteen (15) years of continuous service: One dollar and fifty cents (\$1.50) per hour added to their base hourly rate.

Fifteen (15) years but less than twenty (20) years of continuous service: Two dollars (\$2.00) per hour added to their base hourly rate.

Twenty (20) or more years of continuous service: Two dollars and fifty cents (\$2.50) per hour added to their base hourly rate.

Longevity
Kitchen Manager and the Assistant Cook:

Steps	Current	2020-2021	2021-2022	2022-2023	2023-2024
Asst Cook	\$ 13.34	\$ 13.64	\$ 13.94	\$ 14.29	\$ 14.29
Kitchen Manager	\$ 15.29	\$ 15.59	\$ 15.89	\$ 16.24	\$ 16.24

Kitchen Staff Scale
2021-2024

AFSCME Council 93

OFFICIAL GRIEVANCE FORM

Employer _____

Local No. _____ Dept. _____

Local Grievance No. _____

Grievant _____

Title _____

Address _____

Immediate Supervisor _____ Title _____

I Authorize AFSCME Local _____ As My Representative To Act For Me In The Processing Of This Grievance.

Date _____ Signature of Employee _____

Signature of Union Rep. _____ Title _____

AT EACH STEP, MAKE 3 COPIES OF THE GRIEVANCE
1 TO THE UNION, 1 TO MANAGEMENT, 1 WORKING COPY

STATEMENT OF GRIEVANCE

ARTICLES AND SECTIONS of the contract which have been violated:

and any related articles, agreements, practices, rules, regulations, and law.

GRIEVANCE: State the facts (include date/s who, when, where, what, why.)

REMEDY:

Witnesses: _____

EMPLOYER, IN ORDER THAT THE UNION CAN DETERMINE WHETHER TO PROGRESS THIS GRIEVANCE, IT REQUESTS THE FOLLOWING INFORMATION:

1. Any and all records, documents and/or statements in the Employer's possession pertaining to this matter.

2. A written, detailed explanation for the decision to deny this grievance.

_____ of _____ Signed _____ Date _____

Waiver form: 1 2 3 4 5
 The time limits for submission to step # (circle) have been extended for a period

_____ Signed _____ Title _____ Date _____

My response is as follows: _____

FOURTH STEP RESPONSE: The grievance was submitted to me on _____

_____ Signed _____ Title _____ Date _____

My response is as follows: _____

THIRD STEP RESPONSE: The grievance was submitted to me on _____

_____ Signed _____ Title _____ Date _____

My response is as follows: _____

SECOND STEP RESPONSE: The grievance was submitted to me on _____

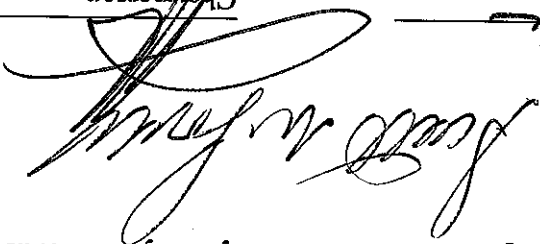
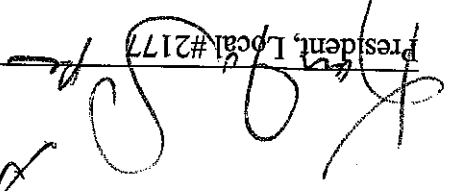
_____ Signed _____ Title _____ Date _____

My response is as follows: _____

FIRST STEP RESPONSE: The grievance was submitted to me on _____

ARTICLE 27 - DURATION OF AGREEMENT

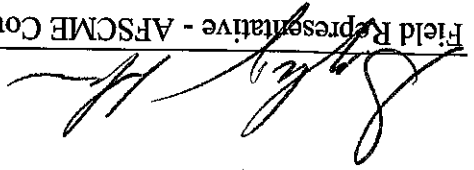
- A. This agreement shall be effective as of July 1, 2021 through June 30, 2024. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof, the parties have caused day and year first above written.

 Scott M. Jernigan
 Chairman
 East Millinocket School Board

 Ken O'Sullivan
 President, Local #2177

Date 5-12-2021



 Field Representative - AFSCME Council 93