

AGREEMENT

Between the

BRUNSWICK SCHOOL

BOARD

And the

LOCAL 2010-UNIT 01, COUNCIL 93,
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES,
AFL-CIO

July 1, 2019, through June 30, 2022

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This Agreement is made and entered into this 1st day of July 2019, by and between the BRUNSWICK SCHOOL BOARD of the Town of Brunswick, County of Cumberland, and State of Maine, hereinafter referred to as "SCHOOL BOARD," and LOCAL 2010-UNIT 01, COUNCIL NO. 93, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "UNION."

1. PREAMBLE: Pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Chapter 9-A, Title 26, MRSA), the parties have entered into this Agreement in order to establish mutual rights, preserve proper employee morale, and promote effective school operations.
2. RECOGNITION: The Board hereby recognizes the Union as the sole and exclusive representative for the purposes of bargaining with respect to wages, hours, and other terms and conditions of employment for all members of the bargaining unit composed of Head Mechanics, Mechanics, Head Groundskeeper, Head Custodians, Night Watchman, Bus Drivers, Custodians, Groundskeepers, employed by the Board, but specifically exempting department secretaries and the Director of Facilities /Grounds and Food Services and Director of Transportation.
3. NO DISCRIMINATION BY PARTIES: Employees covered by this Agreement shall have all rights afforded under Section 963 of Chapter 9-A, Title 26, MRSA.

No employee shall be favored or discriminated against by either the School Board or the Union because of the employee's membership or non-membership in the Union.

The parties to this Agreement agree that they shall not discriminate against any employee because of race, creed, color, sex, age or disability.

4. DUES DEDUCTION: The Brunswick School Department shall deduct regular Union dues and benefits premiums for Union sponsored insurance plans from the pay of Union employees upon receipt of signed authorization from members of the Union on forms supplied by the Union and satisfactory to the School Department.

The Board shall forward all such dues so collected to the Treasurer of the Union at that office in Augusta, at the end of each month. The Union shall indemnify and save the School Board harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article. This authorization shall be irrevocable during the term of this Agreement.

5. TIME OFF WHILE PERFORMING UNION DUTIES: The Union Chief Steward or designee (see note) shall be allowed time off for meetings with School Department officials concerning union business, provided, in the judgment of the Superintendent of Schools or designee, said time off does not interfere with work flow requirements. The Chief Steward or designee shall not leave that employee's regularly assigned work in order to investigate a grievance without first obtaining approval from that employee's supervisor.

The Chief Steward or designee shall be allowed time off with pay during the employee's regular shift working hours for investigating grievances, up to a maximum of thirty (30) minutes per incident involving a grievance or alleged grievance, but not to exceed three (3) hours per week, except with the written permission of the Superintendent of Schools or designee.

Union employees elected as delegates to the AFSCME International Convention, Public Legislature Convention, Council 93 Convention, Maine State Labor Council Convention, AFSCME 93 Institute, or union employees elected to attend officer training, organization training, or other such union training/organization sessions required to perform certain union duties shall be allowed leave without pay. This leave will be granted to a maximum of two employees at any one time and shall not exceed fifteen (15) unpaid days per year for the entire bargaining unit.

The Superintendent of Schools shall meet with Union officials, upon request, to discuss matters pertaining to non-grievable items not covered in this agreement, provided the Union officers submit a written agenda of items for discussion at least three (3) work days prior to the meeting date. Such meetings shall be at mutually convenient times.

Note: The Chief Steward may, if necessary, have one other Union officer in such investigations/meetings with the Chief Steward.

6. MANAGEMENT RIGHTS AND DEPARTMENTAL RULES: The School Board retains the right and authority to manage and direct its employees, except as other-wise specifically provided in this Agreement. The Union acknowledges the right of the School Board and/or Superintendent of Schools to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. The School Board agrees that the Superintendent of Schools will meet and consult with Union officers on changes to existing rules or on new rules prior to the implementation date of any such changes or new rules.
7. STRIKES AND SLOWDOWNS PROHIBITED: The Union agrees that during the term of this Agreement, neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any (1) strike, (2) slowdowns, (3) mass resignations, (4) mass absenteeism, (5) picketing which would involve suspension of or interference with normal work of the School Board, or (6) other similar actions which would involve suspension of or interference with the normal work of the School Board.

In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged, to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be discharged by the School Board.
8. GRIEVANCE PROCEDURE: Should the Union, or one of its members, feel aggrieved concerning the interpretation or application by the School Board or its designated supervisors of any provision in this Agreement, the Union may seek adjustment of the grievance as follows:

- A. Informal Procedure: If an employee feels that the employee may have a grievance, the employee may first discuss the matter with the Director of Facilities/Grounds and Food Services or Director of Transportation in an effort to resolve the problem informally. If the employee is not satisfied with the disposition of the matter, the employee may discuss it with the Superintendent of Schools in an effort to resolve the problem informally. The employee shall have the right to have a Union Steward present at any such meeting(s).
- B. The Union, through its Executive Committee, may submit the grievance in writing to the Director of Facilities/Grounds and Food Services or Director of Transportation on such forms that are mutually developed for that purpose.
- C. If the Union and said Director of Facilities/Grounds and Food Services or Director of Transportation have not resolved the grievance within seven (7) working days, and the Union wishes to continue the grievance process, the Union shall submit the details of such grievance in writing within five (5) working days to the Superintendent of Schools. Within five (5) working days thereafter, the Superintendent of Schools shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance.
- D. If such grievance is not resolved within five (5) working days after such meeting, the Union shall, if the grievance is to continue, present such grievance in written detail, within five (5) working days after said meeting to the School Board. Within ten (10) working days thereafter, the School Board shall meet with representatives of the Union for the purpose of adjusting or resolving such grievances. The decision of the School Board shall be rendered within five (5) working days after the meeting. Said decision shall be final subject to Subsection (E) hereof.
- E. In the event that the decision of the School Board rendered pursuant to Step D is not acceptable to the Union, it may, within fifteen (15) working days thereafter, submit the matter to arbitration. The Board and the Union shall attempt to agree on an arbitrator which may include the use of the Maine State Board of Arbitration and Conciliation. In the event they are unable to agree upon an arbitrator within seven (7) working days of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association in accordance with the rules of said Association then in full force and effect. Said arbitrator shall have no authority to add to, subtract from, or modify the provisions of this Agreement. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue the arbitration decision within thirty (30) days after the conclusion of testimony and argument.

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

- F. The time limits for processing of grievances may be extended by written consent of the parties.
 - G. All grievances shall be commenced not later than thirty (30) days after the occurrence of the event giving rise to the grievance, or within thirty (30) days after the time such event became known to the Union or to the employees concerned, whichever shall be later.
 - H. Nothing in this article shall diminish the right of any employee covered hereunder to present the employee's grievance, as set forth in 26 MRSA 967.
9. SAVINGS CLAUSE: If any provision of this Agreement shall be found to be contrary to any town ordinance, or found to be contrary to law by a competent court of law having jurisdiction, such invalidity shall not affect the validity of the remaining provisions of this Agreement.
10. WAGES AND SALARIES:
- A. Full-time employees covered by this Agreement shall be paid a weekly compensation for a forty (40) hour week based upon the salary schedule in appendix A accompanying and being part of this Agreement. The Superintendent shall notify the Union Chairperson of new hires and their rates of pay, and transfers.

Employees shall receive earned vacation pay prior to the beginning of any vacation period of one full week or more. Request must be made by the time card.
 - B. Part-time employees covered by this Agreement must work at least 20 hours per week and shall receive prorated salary and benefits based upon time worked compared to forty hours.
 - C. People working on a temporary, seasonal or on-call basis, or less than twenty (20) hours per week are not covered by this Agreement.
11. OVERTIME: Employees covered by this Agreement shall receive overtime pay at one and one half times their applicable hourly rates for all hours in excess of forty (40) hours per week or in excess of eight (8) hours per day.

The School Board, at its discretion, may establish a four (4) day work week during the summer recess and/or school vacation periods. In weeks where this schedule is in effect, overtime pay shall be for all hours in excess of forty (40) hours per week or in excess of ten (10) hours per day.

When overtime work is necessary, the School Board will make every reasonable effort to distribute overtime equally among the regular, full-time employees, within their respective classifications, providing the employee is capable of performing the work. However, the School Board will not make such reasonable efforts in cases where employees refuse

overtime work. Refusal of trips posted after twelve (12) noon the day before the trip will not be considered a refusal for purposes of rotation but will be considered regular overtime trips and will be filled by volunteers, by the rotation list of full-time employees first, part-time employees second and spare drivers third. The School Board will make available information on overtime distribution at the request of the Union.

If the Union believes that the School Board is not making every reasonable effort to distribute overtime equally and make accurate postings, then, upon request, the Superintendent of Schools will meet the officers of the Union to discuss Union suggestions for the improvement of the School Board's procedure.

Call-Back Pay Employees called back to work shall receive a minimum of three (3) hours per day for the work for which they are called back, or may receive one and one-half (1 1/2) times their base hourly rate, whichever is greater, but not both. This provision applies only when such call-back hours result in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. This provision does not apply to scheduled overtime.

12. HIGHER PAY FOR TEMPORARY ASSIGNMENTS TO HIGHER CLASSIFICATIONS:

Any employee who is temporarily assigned to work of a higher classification, for which a higher rate of pay is applicable, shall receive such higher rate of pay or a minimum of 5% above the employee's existing rate of pay for all hours worked in the higher classification. Any claim for higher wages under this provision shall be deemed waived unless the employee gives the Director of Facilities/Grounds and Food Services or Director of Transportation written notice of the employee's failure to receive such higher wages within fifteen (15) working days following the pay day for the period during which the assignment was made. The provisions of this section shall not apply to temporary assignments during school vacation periods or while substituting for a building head custodian for periods of 5 consecutive days or less. On the 6th consecutive day higher class pay will be retroactive to the 1st day of the higher class assignment.

An employee may be temporarily assigned to work of any position of the same or lower class grade without change in pay.

13. HOLIDAYS: The following holidays shall be paid holidays for all employees covered by this Agreement:

1. New Year's Day, January 1st
2. Martin Luther King Day, 3rd Monday in January
3. Washington's Birthday, 3rd Monday in February
4. Patriot's Day, 3rd Monday in April
5. Memorial Day, 4th Monday in May
6. Independence Day, July 4th
7. Labor Day, 1st Monday in September
8. Columbus Day, 2nd Monday in October
9. Veteran's Day, November 11th
10. Thanksgiving Day, 4th Thursday in November and the following day, Friday
11. Christmas Day, December 25th

12. The day before or day after Christmas as determined by the Superintendent of Schools

The Board reserves the right to substitute another day for any holiday in conflict with any school schedule adopted at any time during the period of this Agreement.

If an observed holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee will not be charged a vacation day for the day of the observed holiday.

Holiday Pay: Employees who are called in to work on an observed holiday shall be paid time and one-half for all hours worked during the normal eight (8) hour work period and double time premium for all hours worked in excess of eight (8) hours.

No employee shall be entitled to holiday pay unless the employee worked the employee's last scheduled workday prior to the holiday unless the employee is on an excused absence.

14. VACATIONS:

- A. Entitlement: Each employee shall be eligible for vacation in accordance with the following schedule:

- From the first year through the 6th year of employment – 1.0 day per month.
- Beginning with the 7th year through completion of the 11th year – 1.25 days per month.
- Beginning with the 12th year through completion of the 14th year – 1.50 days per month.
- Beginning with the 15th year through completion of the 19th year – 1.75 days per month.
- Beginning with the 20th year – 2.0 days per month.

No employee shall be entitled to take vacation during the first 6 months of employment. In the event that a person's employment terminates prior to completion of the one year probationary period, the employee shall not be eligible for any vacation benefits. Employees whose employment continues beyond the six month probationary period shall be credited with vacation in accordance with the entitlement allowed in this section.

Vacation shall be determined on the basis of consecutive periods of employment in position(s) covered by this contract or preceding contracts and calculated as of the employee's anniversary date of employment.

For the purpose of this paragraph, entitlement shall mean the amount of vacation which an employee will earn in the 12 month period following the employee's anniversary date of employment in a given year. For the purpose of determining the initial entitlement, employees whose anniversary dates of employment occur on or before the 15th day of a month shall receive full vacation credit for the month and employees whose anniversary date falls after the 15th day of the month shall receive 1/2 vacation credit for the month.

Employees, other than probationary employees may be allowed vacation time up to the amount of their entitlement for the year during the summer months with the understanding that, should their employment terminate during the year, their pay will be adjusted to reflect that vacation which is earned through the date of termination. Partial days shall be rounded off to the nearest 1/2 day when termination pay is calculated.

Employees may carry-over a maximum of seven (7) unused vacation days over their yearly entitlement from one anniversary date to the next year's anniversary date. If an employee is denied the opportunity to take vacation days that would be lost due to this 7 day carryover clause before their anniversary date, the employee shall be eligible to carry those denied additional days into the next anniversary year.

- B. Scheduling: Vacations shall be approved and scheduled by the Director of Facilities/Grounds and Food Services and the Director of Transportation following consultation with the employees. Vacation requests must be in writing and submitted

least 15 days prior to vacation time requested. Approval or disapproval shall be given to the employee within seven (7) working days after a written request. Any request not responded to within seven (7) days shall be deemed as granted except for non-school days. For non-school days vacation requests must be in writing and submitted at least two (2) calendar days prior to vacation time requested. Seniority of employees within job classifications will be the basis for giving preference in scheduling vacations.

Exceptions to the above vacation scheduling procedure may be granted by the superintendent in special circumstances where the 15 day prior notice is not possible. The superintendent's decision will be final.

Vacation may be taken on days when school is in session. Vacation days may be taken in hourly increments, or one half day, or full day.

15. INSURANCE AND RETIREMENT:

- A. Medical Insurance: The Board will pay on behalf of each employee eligible for and participating the amounts specified in Appendix B toward the cost of a group health

and major medical insurance plan approved by the Board. For school year employees, the School Board will contribute toward ten (10) months coverage. A school year employee will be allowed to continue coverage over the summer months at the employee's expense.

Contribution rates effective July 1, 2016:

Employer – 85% of the premium the employee is eligible for

Employee – 15% of the premium he/she is eligible for

Dental Insurance: The Employer shall provide single dental coverage for all employees. The employer will pay 90 % of the premium of the dental single coverage.

B. Workers' Compensation:

1. The School Board shall provide workers' compensation coverage for all employees covered by this agreement.
2. While receiving Workers' Compensation payments, employees may use their accumulated sick leave to increase their total daily compensation up to 100% of their normal day's pay.

C. Social Security: The School Board agrees to continue to provide Social Security coverage for the employees covered by this Agreement.

D. Retirement: The School Board agrees to participate in the Maine State Retirement System's Participating Local District Plan that includes a cost of living adjustment, for employees covered by this agreement.

The School Board agrees to match up to six percent (6%) of wages earned on the first forty (40) hours in each work period for employees who participate in a tax deferred retirement program and who are non-contributing or not members of the Maine State Retirement System.

16. REGULAR HOURS OF WORK:

- A. The regular work week for full-time custodians shall consist of five (5) consecutive days, Monday through Friday inclusive, except as noted herein. The regular hours of work for full-time custodians shall be an eight (8) consecutive hour shift excluding interruptions for lunch or meal periods. Regular hours of work for custodians shall be posted by the Director of Facilities/Grounds and Food Service, stating employees' starting and quitting times of their work day. Except for unusual circumstances as determined by the Superintendent of Schools such as power outages, natural disasters, and building construction projects, any custodian shall have five (5) days notice of any change in schedule. For the purpose of this section, Bus Drivers are considered custodians during the summer recess and school vacations and will suffer no reduction in pay during those times. The Board, at its

discretion, may schedule custodians on a four-day week during the summer recess and school vacation periods. In the event a four-day week is implemented for any employees, they shall be scheduled for four consecutive days of ten consecutive hours each excluding interruptions for lunch or meal periods. When employees are working a 4 day-per-week, 10 hour-a-day shift, they will be permitted to take 10 hours of approved vacation time to cover their entire shift. The regular work day and work year for school year bus drivers shall consist of two hundred ten (210) days each school year.

- B. Part-time employees working 20 or more hours per week shall receive prorated salary and benefits based upon time worked compared to forty hours.
- C. The regular work days and work hours of Bus Drivers, Head Custodians, Head Groundskeeper, Night Watchman, and Groundskeepers shall be determined by the Superintendent of Schools or designee.
- D. Lunch or meal periods shall be one-half (1/2) hour in the middle of the work period. Morning and afternoon coffee or rest breaks of fifteen (15) minutes maximum duration shall be granted, but no such break need be granted during periods of emergency operation. The employees will be provided with a written copy of the district Emergency Management Plan, receive training appropriate to that plan and have membership on any district committee regarding the plan.
- E. School Board shall provide meals to any bus drivers who are out of town on a regular overtime trip at a maximum of \$15.75 per meal unless otherwise approved in advance. Any bus drivers who are out of town on a regular overtime trip for more than eight (8) hours shall receive reimbursement for up to 2 meals per trip. The maximum will be increased by \$.25 per year for each year this contract is in force. Itemized receipts are required for all reimbursements over \$10.00

17. SICK LEAVE:

- A. Sick leave shall accrue at the rate of one and one quarter (1 1/4) days for each full calendar month of service to a maximum of one hundred thirty-five (135) days.
- B. Sick leave may be used only in the following cases:
 - 1. Personal illness or physical incapacity of such a degree to render the employee unable to perform the duties of the employee's position, or for medically related appointments. If requested, by the Superintendent or his/her designee, upon the employee's return to work, the employee shall furnish the Superintendent or his/her designee a certificate from the attending physician after three (3) consecutive working days of absence. In the situation where a Family Medical Leave may apply, the Human Resource personnel may contact an employee during their absence

2. Attendance upon members of the immediate family or significant other, as defined in Article 19 – Bereavement leave of the employee when their illness requires care by such employee, not to exceed fifteen (15) days per year. If requested, the employee shall furnish the Superintendent or his/her designee a certificate from the attending physician.
 - C. Upon return to work following sick leave, the employee shall sign a form indicating that the employee has taken sick leave indicating whether it applies to 1 or 2 under B above.
 - D. The Board shall provide each employee with an up-to-date accounting of his/her accrued leave (sick, vacation, and personal) on his/her pay stub each pay period.
 - E. Family Medical Leave: The Board shall observe all provisions in accordance with the Family Medical Leave Act and Maine Family Leave Act. An employee taking leave to which he or she is entitled under FMLA may use, at the employee's discretion, any paid leave earned under this Agreement for any unpaid FMLA leave. The Board shall not require an employee to substitute any paid leave earned under this Agreement for unpaid leave taken under FMLA.
18. PERSONAL LEAVE: All year around and school year employees shall have up to three (3) days leave of absence per year with pay for urgent personal matters which cannot be conducted outside the regular work day (such as sickness or death in the family, legal matters and wedding or birth in the immediate family) therefore requiring absence from work, may be taken. Personal days may be used on days school is cancelled unless staff is needed for snow removal as determined by the Director of Facilities/Grounds and Food Service, a maximum of two employees per school can be required, and may also be used in 1/2 day increments. The use of personal leave days may not be used to extend vacation time or for recreational type activities. Application to the Superintendent through the Director of Facilities/Grounds and Food Services or Director of Transportation for such leave shall be made in writing at least one (1) week in advance. The applicant shall state the reasons for requesting such leave. In case of emergency, the one (1) week notification may be waived by the Superintendent.
19. BEREAVEMENT LEAVE: Up to five (5) days with pay may be taken for each death in the immediate family. It is understood that the purpose of bereavement leave is to allow personal participation in services held for the decedent or to manage details relating to the service or burial. Immediate family shall be defined as: spouse, child, stepchild, parents, brothers, sisters, parents-in-law, sons and daughters-in-law, life partner, and grandparents, or other persons at the discretion of the Superintendent in individual cases.
20. LEAVE OF ABSENCE: An employee who has had at least two years of continuous employment with the Brunswick School Department may request an unpaid leave of absence for up to one year for reasons such as, but not restricted to, personal health, care of seriously ill member of the immediate family, childrearing. The granting of such leave shall be at the discretion of the Superintendent of Schools providing such decision is not

arbitrary or capricious. Denial of a request by the Superintendent may be appealed to the School Board by the employee or the employee's representative. In such cases, the Board's decision shall be final.

This provision shall not be subject to the grievance procedure. Upon return to work, employees granted leave under this provision shall not suffer a loss of benefits such as sick leave or seniority accumulated prior to the leave being granted. Additional benefits shall not be accumulated during the leave, however. An individual granted a leave of absence shall be returned to the employee's original position if available or to a substantially equivalent position. The employee shall be eligible for continued coverage under group

insurance plans during the leave providing the employee bears the entire cost of the insurance to the extent allowed by the insurer.

Employees with three consecutive years of employment may apply for unpaid leave under this article for educational purposes.

Note: Exception - An unpaid medical leave shall be granted to any employee other than probationary employees upon proof by a physician that the employee is unable to perform the job due to the employee's medical condition. Said leave shall end at such time as a physician determines the employee is able to return to work or at the end of one (1) year whichever is less. The Superintendent may require an additional medical examination which shall be at the Board's expense by a physician chosen by the Board at any time prior to granting or during a medical leave. The School Board, at its sole discretion, may extend an unpaid medical leave beyond one year.

21. MILITARY LEAVE: Any employee other than probationary employees who is a member of a reserve or National Guard force of the United States or the State of Maine and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this state shall be granted an unpaid leave of absence for up to two weeks per calendar year. The Board will pay the employee the difference between the employee's pay for the two week period and the pay received from the military during said two weeks period upon presentation of evidence of the amount received from the military by the employee or \$150, whichever is less. Employees shall be provided military leave as provided by State and Federal law.
22. JURY PAY: The School Board shall pay to an employee called for jury duty the difference between his regular pay and juror's pay upon presentation of an official statement of juror's pay received.
23. COURT APPEARANCES: Employees will be paid for court appearances that are directly related to their job responsibilities. All other court appearances will require employees to use one of their personal days, vacation days, or to take as an unpaid day.
24. CLOTHING: The School Board shall continue to maintain its present policy of purchasing special safety clothing and equipment for its employees. In addition, the School Board shall provide a clothing allowance to each head mechanic, mechanic, head groundskeeper,

and groundskeepers for the purchase of uniforms and other necessary clothing. The clothing allowance shall be paid to eligible employees in a separate check issued in the first pay period of each fiscal year. The annual clothing allowance is \$450. Cleaning of uniforms shall be the employee's responsibility. Probationary employees shall receive a prorated allowance after completing six (6) months of employment.

25. FILLING OF JOB VACANCIES: Job vacancy notices will be published by the Superintendent by means of a notice posted in each school and the bus garage. A copy will be forwarded to the Chairperson of the Union or designee. Job openings shall be posted internally for five (5) working days prior to advertisement outside the bargaining unit and

all employees may apply for such openings. As between applicants whom the Superintendent considers equally qualified, a vacancy shall be filled by the senior applicant presently employed by the School Department.

Any employee selected and retained in said vacancy shall serve a trial period of twenty (20) working days, after which the employee will be considered qualified and assigned to said position. Otherwise, the employee shall be returned to the employee's former position or one of equal classification without loss of seniority and at the employee's previous rate of pay. During the first twenty (20) working days, the employee may choose to return to his or her former position without loss of seniority and at the employee's previous rate of pay. If an individual applicant has cause for disputing the choice of applicant, the employee may appeal the Superintendent's decision using the established grievance procedure.

26. DISCIPLINARY PROCEDURES: The School Board and/or the Superintendent of Schools may make disciplinary rules and work rules which will be posted from time to time during the duration of this agreement. The Union shall receive a copy of any such rules prior to the effective date of implementation and may comment on the appropriateness of the rules.

All reprimands, suspension, demotions, and discharge shall be for just cause (including, but not limited to, violations of any rules adopted as provided above). Written notice of the reasons for reprimand, suspension, demotion, or discharge shall be stated in writing to the employee affected within five (5) working days after the effective date of the disciplinary action taken by the Superintendent or the Superintendent's designee.

27. BULLETIN BOARDS: The School Board shall permit reasonable use of bulletin boards by the Union for the posting of notices of non-controversial nature relating to Union business.

28. ACCESS TO PREMISES: With the permission of the Director of Facilities/Grounds and Food Service, such permission not to be arbitrarily withheld, representatives of American Federation of State, County, and Municipal Employees, International Council No. 93, and Local 2010-Unit 01, may enter school department premises for the investigation of pending disputes under this Agreement. A list of authorized Union representatives who may enter school department premises shall be furnished by the Union within thirty (30) days of the effective date of this Agreement to the Director of Facilities/Grounds and Food Service.

The Board agrees that the Union shall be allowed to utilize the school premises for their Union meetings, upon five (5) days notice and approval of the Director of Facilities/Grounds and Food Service.

29. PERSONNEL REDUCTION AND RECALL:

- A. In the event it becomes necessary to lay off employees for any reason, the employees shall be laid off in the inverse order of their seniority within their classification. Employees who are laid off shall be permitted to bump (replace) the least senior employee within the specific classification. If there are no less senior employees within the specific classification, the employee may bump the least senior employee in an equal classification provided the employee is qualified at the entry level for that classification, to perform the job. (Equal classification should be determined by pay grade.) If there are no less senior employees in an equal classification, the employee may bump the least senior employee in a lower classification, provided the employee is qualified to perform the job. Employees shall be given fifteen (15) working days notice prior to the effective date of any such layoff. Employees may opt to accept layoff at any point in the bumping process rather than exercising their bumping rights.

Note 1: In the event that there are no least senior head custodian positions available to bump into, then a head custodian could bump into a regular custodial position.

Note 2: In the event an employee is eligible to bump into a bus driver position under this article, the employee will be subject to the same criteria and qualifications as those that would be applied to a new hired bus driver.

- B. Employees shall be recalled (or reinstated to their former positions) from layoff in accordance with their seniority. Eligibility for recall shall be for a two year period from the date of layoff. The School Department agrees to send a certified letter to the last known address of the laid off employee and to allow a ten working day period to run from the date of mailing to respond affirmatively that the employee will accept employment. In every case, a copy of such notification shall be given to the President of the local Union. No new employees shall be hired until the fifteen day period has expired as outlined above.

30. SENIORITY ROSTER: The School Board shall prepare a seniority roster by July 1st of each year and shall make copies available to the Union Chief Steward and officers. This roster shall be considered final if it is unchallenged by the Union within twenty (20) working days after it is available to the Union.

Notwithstanding the contents of this list, the Board shall use seniority status existing at the time that any action is necessary under any provision of this Agreement where seniority is a criteria.

31. RETIREMENT STIPEND: Upon written notification to the Superintendent of Schools of intent to retire, filed no less than sixty (60) days prior to the budget deadline of the year

prior to an employee's last year of employment, a retirement stipend will be included as part of the employee's last year's salary at the rate of one percent (1%) of the employee's current step pay for each year of continuous full-time service in the Brunswick School Department. Eligibility shall be based on a minimum of fifteen (15) years of continuous full-time service in good standing to the School Department. The maximum stipend rate shall be twenty (20) percent (1% a year up to 20 consecutive years) of the employee's last year's salary. In the unfortunate event that an employee, who has fifteen years or more of service, should pass away while in the service of the School Department, the employee's retirement stipend, outstanding wages, and any unused accrued vacation time shall be paid

to the employee's beneficiary or estate. In addition, an employee may contribute up to ninety (90) days of his/her unused accrued sick leave to MPERS as allowed by the retirement system.

32. PROBATIONARY PERIOD: All new employees shall serve a probationary period of one (1) year. All employees who satisfactorily complete the probationary period shall be considered regular employees for the purpose of seniority and shall be added to the seniority list in accordance with their first date of hire. Probationary employees shall be entitled to the benefits under this Agreement upon date of hire. Probationary Employees may not use any accrued vacation time prior to the completion of six (6) months of employment. The Board shall have the right to terminate the employee without just cause during the employee's one year probationary period and without compliance with the terms of this agreement.
33. NO SMOKING POLICY:
- A. General Rule Prohibiting Use of Tobacco. No person, including students and school employees, is allowed to use tobacco in the buildings or on the grounds of any school.
 - B. Tobacco Use. "Tobacco use" includes smoking, which means carrying or having in one's possession a lighted cigarette, cigar, pipe or other object giving off or containing any substance giving off tobacco smoke, and also includes the use of smokeless tobacco.
34. PERSONNEL FILES: The School Department shall maintain one (1) personnel file (written and/or electronic) for each employee in accordance with state statute (MRSA 20-A 6101 & 6102). The file shall be kept under conditions that ensure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence, written evaluations, and other appropriate materials relating to the employee's employment. Medical information shall be considered part of the employee's personnel file but shall be kept separately.

An employee shall be given a copy of all evaluations and any detrimental material prior to its being placed in the file. An employee shall have the right to submit a written answer to any materials placed in the file within thirty (30) days. Anonymous or unattributed materials shall not be placed in the file. Written disciplinary actions will stay in the


employee's personnel file for a two year period. If there are no recurrences during this time, it will be removed. A copy will be sent to the employee. An employee shall have the right to examine his/her file in the presence of the Superintendent, or appropriate administrative personnel, during the normal business hours of the office in which the file is kept and within twenty-four (24) hours of the request. Upon request, an employee may obtain copies of any material in the personnel file without cost.

35. TRAINING – All employees are required to perform custodial duties as part of their responsibilities. The State requires training to be properly prepared to carry out those duties. Therefore the employer shall make all training, including the CPR training available to all employees at no cost to the employee. The Director of Transportation and the Director of Facilities/Grounds and Food Services will collaboratively schedule training that the bus drivers must make a reasonable effort to attend and actively participate. Employees unable to attend the training will be given another opportunity to attend the training at a mutually agreeable date and time.
36. TERM OF AGREEMENT: This Agreement shall govern the rights of the parties from July 1, 2019, through June 30, 2022. It shall automatically be extended for successive one year periods unless either party shall give the other written notice of its desire to negotiate a new agreement at least one hundred and twenty (120) days prior to June 30, 2022. Negotiations shall begin as promptly as possible following notification of a party's desire to negotiate a new Agreement.

IN WITNESS WHEREOF, the School Board has caused this Agreement to be executed by its Chairman, thereunto duly authorized, and the Union has caused this instrument to be signed by its President, thereunto duly authorized as of the day and year first above written.

In the Presence of:

BRUNSWICK SCHOOL BOARD


Superintendent: Paul Perzanoski

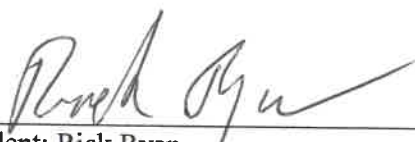

Its Chair: Jim Grant


Negotiations Committee: Ben Tucker


Negotiations Committee: Joy Prescott


Negotiations Committee: William Thompson

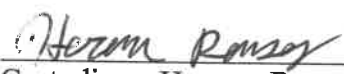
LOCAL 2010-UNIT 01, COUNCIL 93, AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO NEGOTIATION COMMITTEE


President: Rick Ryan



Secretary: Elizabeth Keith


Shop Steward: Richard Bisson


Grounds: Shawn Larrabee

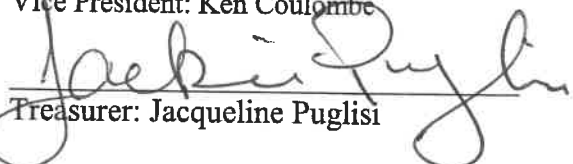

Custodians: Herman Ramsey


Bus Drivers: Cynthia Hilton



Alternates: Mark Harpell


AFSCME Council 93 Staff Representative: Sylvia Hebert


Vice President: Ken Coulombe



Treasurer: Jacqueline Puglisi

Shop Steward:


Mechanics: Donald Hilton


Custodians: Brian Thibeault


Bus Drivers: Kent Spaulding


Alternates: Roger Dionne

APPENDIX A

WAGES

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>		
	<u>7/1/2019 (2.75%)</u>	<u>7/1/2020 (2.25%)</u>	<u>7/1/2021 (2.75%)</u>
Head Mechanic	27.44	28.06	28.83
Mechanics	24.34	24.89	25.57
Head Groundskeeper	23.70	24.24	24.90
Head Custodian	23.70	24.24	24.90
Night Watchman	23.70	24.24	24.90
Bus Drivers	23.20	23.72	24.38
Custodians	21.32	21.80	22.40
Groundskeepers	21.32	21.80	22.40

NOTES

1. All full-time custodians whose regularly scheduled work shift begins after 2:00 p.m. shall be paid a differential of \$.45 per hour in addition to their regular wages. All full-time custodians whose regular work shift begins at 10:30 a.m. shall be paid a differential of \$.45 per hour in addition to their regular wages for hours worked after 2:00 p.m. This differential shall not apply during the periods of the year such as school vacation periods when employees are scheduled to work a day shift, nor shall it apply during employees' vacation periods or in any case where a day shift employee is working on an overtime basis.
2. Probationary employees shall receive \$.50 less than their classification and after 6 months of continuous employment shall move to the rate for their classification.
3. A physical examination shall be given annually to all drivers at Board expense by the Board physician.
4. Flu shots will be made available annually at Board expense unless unavailable due to statewide or national shortages.
5. During school vacations, the administration, or designee, will determine which high school, junior high school, and Harriet Beecher Stowe Elementary School head custodian is responsible for the day-to-day direction of work crews (i.e. scheduling, planning). This selected head custodian of each building will be paid an additional \$.50 per hour during school vacations when there is no night differential paid. It is the intent of the school department that this person will be notified three (3) days in advance.
6. All employees in risk exposure classification Category I (outlined in the School Department's Employee Bloodborne Pathogen Handbook) will be offered the Hepatitis B vaccine free of charge.

6. All employees in risk exposure classification Category I (outlined in the School Department's Employee Bloodborne Pathogen Handbook) will be offered the Hepatitis B vaccine free of charge.
7. All personnel hired after July 1, 2013, must be paid through direct deposit.

APPENDIX B

INSURANCE

The Board agrees to make available a group medical insurance plan which consists of the MEA Health Insurance Trust Standard, Choice Plus Plans, MEA Standard Plan \$500 Deductible and MEA Standard Plan \$1000 Deductible or comparable insurance coverage with another company. The Board's premium contributions will be made only on behalf of members of the bargaining unit, persons legally married to those unit members, domestic partners as qualified by the health insurance carrier and the partnership is recorded in the Maine State Domestic Partner Registry, and the employee's dependent children.

Effective July 1, 2016, on behalf of each unit member eligible for and electing to take the Standard coverage type plan, or the choice Plus Plan, the Board will contribute eighty-five percent (85%) of the premium for the level of coverage he/she is eligible for.

Note: The following provisions will apply in all years of this contract:

- A. This benefit is based on a prorated amount tied to time worked compared to 8 hours per day (8 hours per day considered full time).
- B. A bargaining unit member married to another Brunswick School Department employee will receive only the lowest cost health insurance plan for which he or she is eligible. By way of illustration, in the case of two members without children married to each other, if the cost of two single plans is less than one two-person plan, each member will receive a single plan.
- C. The insurance rates are established in June and the new rates are effective in July of each year.
- D. If the spouse of an employee covered by this contract is eligible for MEA Health Insurance Trust health insurance coverage through his or her employer (whether through direct premium payment, cafeteria plan benefit, cash allowance, or otherwise) at no cost, the maximum health insurance premium paid by the Board to which said employee shall be entitled shall be 85% of the adult with child or children premium. (hereafter called "the applicable percentage"). If such a spouse's eligibility for MEA Health Insurance Trust coverage with his or her employer ceases during the course of a contract year, the Board shall pay the applicable percentage of the spouse's coverage if the spouse transfers to the employee's MEA Health Insurance Trust health insurance coverage with the Brunswick School Department.

- E. If the spouse of an employee covered by this contract is eligible for MEA Health Insurance Trust health insurance coverage through his or her employer as set forth in paragraph B above but must pay a portion of the cost of said insurance in order to obtain it, the maximum health insurance premium paid by the Board to which said employee shall be entitled shall be the applicable percentage of the applicable adult with child or children premium/ but the Board shall 1 in addition/ reimburse the employee for the amount by which the health insurance premium which his or her spouse is required to pay exceeds 15%. Any such reimbursements shall be made only on presentation of a properly authenticated receipt substantiating that payment by the spouse has been made. As in

paragraph B, if a spouse's eligibility for MEA Health Insurance Trust coverage through his or her employer ceases during the course of a contract year 1 the Board shall pay the applicable percentage of the spouse's coverage if the spouse transfers to the employee's MEA Health Insurance Trust health insurance coverage with the Brunswick School Department.

To implement the provisions of paragraphs D and E above, as a precondition to receiving any paid health insurance premium for his or her spouse, said employee shall file a certificate with the Superintendent detailing spousal insurance benefits as set forth above/ and shall provide the Superintendent with notification of any such changes in such benefits. Any payments for spousal health insurance found to be improperly made shall be deducted from the employee's pay at a mutually agreed upon schedule but not later than the end of the contract year.