2021-2024

Agreement between
Regional School Unit #78

and

The Rangeley Support Association
Representing All Support Staff
Employees
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ARTICLE 1 - PREAMBLE

Pursuant to the provision of the Municipal Public Employees Labor Relations Law (Title 26, MRSA 961-974, as amended), the School Board for Regional School Unit #78, hereinafter referred to as the Board, and Rangeley Support Staff Association, hereinafter referred to as the Association, have entered into this Agreement in order to establish mutual rights, preserve proper morale and to promote effective and efficient operations.

ARTICLE 2 - RECOGNITION

The Board hereby recognizes that the Association is the sole and exclusive representative of all support staff employees for the purpose of bargaining with respect to wages, benefits, and working conditions for all employees of the bargaining unit. (These employees are in the position of head cook/supervisor; kitchen assistant; custodian; maintenance; bus driver; Ed Tech I, II and III; school secretaries; and library associate.)

ARTICLE 3 - ASSOCIATION SECURITY

A. ASSOCIATION MEMBERSHIP

1. Membership in the Association is not compulsory.

2. All employees who are members of the Association as of the date of this Agreement, and all employees, who hereafter become members of the Association, may maintain their membership in good standing in the Association for the duration of this Agreement.

B. DUES

1. The Board shall deduct regular monthly dues upon receipt of a signed MEA Enrollment Form from each employee (A copy of which is to be retained by the Board). The dues deduction notice shall be reviewed annually by the Superintendent and the Association. Such authorization shall be continuous unless an employee notifies the Association in writing, thirty (30) days before his/her desire to revoke the authorization for dues deductions.

2. The Board shall forward all such dues and fees so collected to the Secretary Treasurer of the Association before the tenth (10) day of the month following the month in which deductions are made.

3. The Association agrees to indemnify and hold RSU #78, its school board, agents and employees, jointly and severally, and in their
individual and official capacities fully and completely harmless from and against any and all claims, suits, demands, defense costs, including attorney's fees, judgments and damages of any kind or nature whatsoever which may arise either directly or indirectly as a result of any action taken pursuant to the collection of Association dues.

C. PAYROLL DEDUCTIONS

1. The Board agrees to deduct designated amounts each pay period from the wages of those employees who shall have given the Board written approval to make such deductions. The amount so deducted shall be remitted to the applicable agency each month. The Board shall not make deductions and shall not be responsible for remittance to the agency for those weeks during which the employee's earnings shall be less than the amount authorized for deduction.

2. Upon receipt of annual written authorization from any employee, the Board shall provide the following deductions in addition to those required by law:
   
   a) Health insurance
   b) Disability insurance
   c) Life insurance
   d) Charitable contributions
   e) 403 (b) plans
   f) Other deductions requested by the employee in writing.

3. The Association agrees to indemnify and hold RSU #78, its school board, agents and employees, jointly and severally, and in their individual and official capacities, fully and completely harmless from and against any and all claims, suits, demands, defense costs, including attorney's fees, judgments and damages of any kind or nature whatsoever which may arise either directly or indirectly as a result of any action taken pursuant to the written authorization of an employee's deductions.

D. TIME OFF FOR ASSOCIATION ACTIVITIES

The Board agrees to grant the necessary time off without discrimination, without loss of seniority rights, and without pay to any officer who is designated by the Association to attend a labor convention or to serve in any capacity on other official Association
business provided a two (2) week written notice is given to the Board by the Association specifying the length of time off for Association activities which in no case shall exceed five (5) working days per year. Due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Board's operations due to lack of available employees.

E. DISTRICT/BARGAINING UNIT MEMBER INFORMATION

1. The Board agrees to provide through the Superintendent to the President of the Association, in response to reasonable requests, the following:
   
   • Annual school department financial report;
   • The names and addresses of bargaining unit members;
   • The wage and insurance data for all bargaining unit members.

2. The Association agrees to accept full liability for any misuse or unlawful disclosure of such information provided to it and agrees to indemnify and hold RSU #78, its Board of Directors, agents and employees, jointly and severally and in their individual and official capacities, fully and completely harmless from and against any and all claims, suits, demands, defense costs, including attorney's fees, judgments and damages of any kind or nature whatsoever that may arise either directly or indirectly as a result of any such disclosure.

F. MEETINGS

1. Whenever any bargaining unit employee is required by the Board to participate during regularly scheduled working hours in grievance proceedings, conferences, negotiations sessions, or meetings, the employee shall be paid for those scheduled work hours.

2. When any bargaining unit employee is mutually scheduled by the parties to participate during regularly scheduled working hours in grievance proceedings, conferences, negotiations sessions, or meetings, every reasonable attempt will be made to provide the employee with alternate equivalent work hours.
G. ASSOCIATION BUSINESS AND USE OF FACILITIES/EQUIPMENT

1. Representatives of the Association shall be permitted to transact official Association business on school property provided such business does not interfere with the normal operation of the school or the performance of any duties of any employee. Any meetings or conferences that occur during the working hours of any involved employee, the Association shall obtain verbal approval from the Administration of the location and time required. Any activities should also comply with the school building use policy.

2. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. This shall exclude times when school is in session for students. The Principal shall approve such use upon being notified in advance of the time and place of such planned meetings provided that such meeting does not interfere with any other scheduled activities and is in compliance with the school's facilities use policy.

3. The Association shall have the right to reasonable use of school facilities, equipment, and supplies, other than the administrative office's equipment and supplies, when such is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use and for any other related costs, i.e. repairs.

4. The Association shall have the right to reasonable use of a bulletin board in the employee lounge for official Association communications.

5. The Association shall have the right to reasonable use of the employee mailboxes for official Association business.

H. NO STRIKE/NO LOCKOUT

1. The Association agrees that there shall be no strikes, slow-downs, or stoppages of work, and the Board agrees that it will not lockout employees during the term of this Agreement.

2. Should any support staff employee(s) otherwise break the No Strike agreement referred to in Subsection 1 above, the Association shall take every reasonable effort to induce employees to return to work. During the first twenty-four (24) hours of such strike, slow down, or stoppage of
work, the Board shall have the sole and complete right to take reasonable disciplinary action short of discharge, and such employees shall not be entitled to, nor have recourse to, any other provision of this Agreement. After the first twenty-four (24) hour period, and if the activity continues, the Board shall have the sole and complete right to immediately discharge any employee, and such employee shall not be entitled to any recourse to any other provisions of this Agreement.

ARTICLE 4 – PROBATIONARY PERIOD/NEW HIRES

A. All new employees hired after 9/1/21 for the 2021-22 school year thereafter shall serve a probationary period of twelve (12) months from date of hire. Employees during the probationary period shall have no seniority rights, but shall be subject to all other clauses of this agreement. The Board shall have the right to terminate the employment of any such probationary employee within the probationary period without just cause. In the case of termination/discharge of a probationary employee, the employee shall be informed of such termination/discharge both orally and in writing. New employees successfully completing the probationary period shall be known as regular employees and shall be notified of such in writing.

B. All new employees, upon date of hire, shall be provided a "new hire" packet containing a copy of the Association Contract, a copy of the job description, health plan information, 403B plan information, and an Association Informational Packet.

C. Probationary employees will not be eligible for course reimbursement until the end of the probationary period.
ARTICLE 5 - GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to provide for resolution of disputes over the meaning and application of this Agreement. Both parties agree that their proceedings will be as informal and confidential as may be appropriate at any level of the procedure. The Board and Association are committed to an effective and respected dispute resolution process. Both parties agree that they will abide by the Municipal Public Employees Labor Relations Law and refrain from engaging in any prohibited practices.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any member of the administration and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement. The employee may request an Association member to be present during these discussions.

B. DEFINITIONS

1. A "grievance" is any alleged violation of this Agreement or a dispute with respect to its specific meaning or application.

2. An "aggrieved person(s): is/are the employee or employees making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to resolve the claim.

4. "Days" shall mean working school days during the student school year and regular weekdays, Monday through Friday, except legal holidays when school is not in session.

5. The Association may initiate the grievance process attendant to Association rights that may have been violated.

6. The Association may pursue only those grievances that the grievant wishes pursued.
C. TIME LIMITS

Since time is of the essence and it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.

D. INFORMAL PROCEDURES

1. If an employee feels that she/he may have a grievance she/he shall first discuss the matter with the person directly involved in an effort to resolve the problem informally.

2. To facilitate discussions, the aggrieved person may request that a member of the Association be present in a speaking capacity.

E. FORMAL PROCEDURES

1. If the grievant is not satisfied with the outcome of the informal procedure she/he may present his/her claim as a formal grievance, in writing, to the Principal.

2. Level One – Principal

   • A grievance will be deemed waived unless submitted in writing within fifteen (15) days of the precipitating incident or action.
   
   • The Principal shall meet with the grievant and a representative of the Association, within seven (7) days of the filing of the written grievance. The Principal shall within (7) days after meeting render a decision and the reasons therefore in writing to the grievant with a copy to the President of the Association.

3. Level Two – Superintendent

   • If the grievant is not satisfied with the resolution at Level One he/she shall, within ten (10) days, present her/his grievance in writing to the Superintendent. If the Superintendent is the party of
origin, the grievant shall, within fifteen (15) days of the event giving rise to the grievance, present his/her grievance in writing to the Superintendent.

- A grievance will be deemed waived unless submitted in writing within ten (10) days after receipt of the resolution from Level One, or within fifteen (15) days of the event giving rise to the grievance, whichever is applicable.

- The Superintendent shall, within seven (7) days after receipt of the grievance, meet with the grievant and with a representative of the Association, if requested by the grievant, for the purpose of reviewing the grievance with all parties having the right to speak.

- The Superintendent will, within seven (7) days after the meeting, render his/her decision and the reasons therefore in writing to the grievant with a copy to the Association.

4. Level Three – Board of Education

- If the grievant is not satisfied with the resolution of the grievance at Level Two, she/he shall, within five (5) days after receiving the Superintendent’s response, request in writing to the Board Chair a meeting on the matter with all parties before the Board at the next regular meeting.

- The Board, shall within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the grievant person with a copy to the Association.

5. Level Four – Impartial Arbitration

- If the grievant is not satisfied with the disposition of the grievance at Level Three, then the Association may submit the grievance to Arbitration by so notifying the Superintendent and the Board of Directors in writing within five (5) days of receipt of the Level Three decision.
• The Chairperson of the Board and the President of the Association shall, within seven (7) working 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 seven (7) working days, the Association shall request the services of the Labor Relations Connection.

• The arbitrator selected shall confer promptly with the representatives of the Board, representatives of the Association, and the grievant. A review of the record of prior meetings with the aggrieved person and other parties in interest shall be conducted.

• The arbitrator shall, as soon as practicable after his/her selection, render a decision in writing to all parties in interest setting forth findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decisions which substitutes his/her judgment for that of the Board on any policy matter that is not contained in the collective bargaining agreement. The arbitrator will restrict his/her judgment to whether a violation of the specific terms of this agreement has occurred and his/her remedies to those necessary to make the grievant whole in respect to those specific terms. The decision of the arbitrator shall be submitted to the Board and Association and shall be final and binding on the parties, subject to judicial review as provided by law. The election to submit a grievance to arbitration shall automatically be a waiver of all remedies or forums which otherwise could be available.

• The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. RIGHTS OF EMPLOYEES TO REPRESENTATION:

No reprisals of any kind shall be taken by either party against any participant in the grievance procedure by reasons of such participation.
G. FILINGS

All documents, communications, and records dealing with the processing of a grievance shall be filed in a grievance folder within the personnel file of grievant(s) unless otherwise specified in a grievance decision or settlement.

H. FORMS

Forms for filing and processing grievances shall be prepared by the Superintendent with the approval of the Association and made available to the Association President so as to facilitate operation of the grievance procedure.

I. MEETINGS AND HEARINGS

All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated representatives heretofore referred to in this grievance procedure. Any other employee(s) who may be affected by the outcomes of the grievance shall be permitted to participate in proceedings. All decision that includes all such parties, by invitation or by their presence, will be considered binding upon all.

ARTICLE 6 - DISCHARGE AND SUSPENSION

A. Whenever an employee is required to appear before the Superintendent, the School Board or any committee or member thereof in any disciplinary matter that could adversely affect the employee's employment or continuation in his/her position, then the employee shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

B. The employer shall not reprimand in writing, discharge, demotion, or suspend any regular (non-probationary) employee without just cause.

C. In any discipline or discharge, the principles of progressive discipline shall be followed.

D. The Association shall be given prompt written notice of any written reprimand, discharge, demotion or suspension of any employee. Such notice shall be mailed or hand delivered to the President of the Association within one (1) day from the time the discipline was issued to the employee.
E. Records of discipline shall remain on file indefinitely. However, disciplinary records for minor infractions shall not be the basis for subsequent disciplinary action if there have been no disciplinary infractions in the interceding two (2) years. Minor infractions shall be defined as issues such as attendance, tardiness, job performance-related issues which are ordinarily related to corrective action within the scope of progressive discipline. Employees may request of the Superintendent removal of such records from the file.

F. Disciplinary action for serious proven infractions such as possession, use or distribution of illegal drugs on the job; intoxication or use of alcohol on the job; theft of the employer's property; inappropriate sexual or hostile behavior towards a student, fellow employee, or member of the administration or public; violation of school board policies pertaining to the safety and well-being of students and/or fellow employees; criminal felony convictions; gross incompetence; willful insubordination; fail reporting; and the willful violation of safety rules and regulations shall remain in the personnel file indefinitely and shall not be subject to the two-year limitation above.

ARTICLE 7 - PERSONNEL FILES

A. All personnel records are subject to the Maine State Revised Statutes as revised. All personnel records, including home address, shall be confidential and shall not be released to any person other than officials of the school department, the employee and/or the representative.

B. An employee shall have the right to inspect his/her official personnel record during regular business hours under the supervision of the employer. An employee shall have the right to have added to his/her personnel file a written refutation of any material, which he/she considers detrimental.

C. No written reprimand shall be placed in an employee's personnel file unless the employee has been given the opportunity to see a copy of the reprimand. Within five (5) days thereafter, the employee may file a written reply. If the employer thereafter places the written reprimand in the employee's personnel file, the employee's reply should be included.
ARTICLE 8 – LEAVES

Employees shall request non-emergency leaves of absence at least thirty (30) calendar days, prior to the time such leaves shall begin. All requests for leaves shall be made in writing and filed with the supervisor where applicable. The supervisor shall recommend to the Superintendent whether to grant an employee’s request for leave, and all requests must receive the final approval of the Superintendent. The Association shall be notified of any approved leaves.

Emergency leaves may be granted without prior notice. Leaves with pay are subject to Board approval.

A. JURY DUTY

Employees called to jury duty shall be granted leave with pay for the actual time required for the jury duty. In consideration, any compensation for jury duty excluding any mileage reimbursement shall be remitted by the employee to the school. Failure to do so within fifteen (15) calendar days of receipt of compensation shall result in a reduction in pay for the period of the jury duty so compensated.

B. FIREFIGHTING LEAVE

Any volunteer firefighter who serves in one of the towns in RSU #78 shall receive regular pay for any hours missed when called to an emergency during the workday. He/she is expected to return to work when the firefighting responsibilities are done. The employee shall notify the administration when he/she is leaving the school and record all such time on his/her timecard upon return. In consideration of compensation for firefighting, the firefighter shall reimburse equal to but not more than his/her regular rate of pay, excluding mileage reimbursement, such funds to the Board. The intent of which is to assure that the employee receives no more than his/her regular rate of pay. Said reimbursement shall be made to the Board when the employee receives payment for firefighting.

C. MILITARY LEAVE

The Board will comply with all federal and state laws and regulations governing military leave.
D. BEREAVEMENT LEAVE

1. In the event of a death occurring in the immediate family (mother, father, spouse/domestic partner, son, daughter, sister, brother, mother-in-law, father-in-law, step children, step-parents, step-siblings, grandfather, grandmother, grandchildren), or any other relative residing within the household of the employee, the employee shall be granted up to five (5) days off without loss of pay in direct connection to the death and/or burial upon approval of the Superintendent.

2. Additional days off may be granted by the Superintendent, which shall be deducted from available sick leave.

3. The Superintendent may also approve such leave for other persons such as sister-in-law, brother-in-law, niece, nephew, and which shall be deducted from available sick leave.

E. INJURED ON DUTY

1. The Board shall provide Workers' Compensation Insurance according to the Laws of Maine. (Maine Workers' Compensation Act, Title 39-A)

2. Employees are required to comply with the legal requirements and the District's administrative procedures concerning workplace injuries and worker's compensation claims.

3. The Employer will provide each employee with the required information and forms regarding workplace injuries and workers' compensation claims.

4. Employees on a workers' compensation claim may draw from accrued sick leave, in one (1) hour increments, an amount in addition to workers' compensation benefits, to provide full net regular pay.
F. VACATION

1. Employees scheduled to work 260 days per year shall be entitled to annual paid vacation days each contract year after completion of a full year of service as follows:
   a. One (1) year of service: Five (5) days annually
      Two (2) to eight (8) years of service: Ten (10) days annually
      Nine (9) to fourteen (14) years of service: Fifteen (15) days annually
      Fifteen or more (15+) years of service: Twenty (20) days annually
   b. Employees regularly scheduled to work 260 days per year may accrue and carry forward up to a maximum of ten (10) unused vacation days; otherwise, such employees must use their vacation time within the contract year in which it accrued.
   c. Year-round employees who cannot schedule their yearly vacation leave because of work requirements as approved by the Superintendent, and as such accumulate more than ten (10) vacation days as noted above, shall be paid for vacation days in excess of ten (10) days.

2. Employees regularly scheduled to work less than 260 days per year are entitled to annual paid vacation days after the completion of the first full year as follows:
   a. One to three (1-3) years of service: Five (5) days annually
      Four to eight (4-8) years of service: Ten (10) days annually
      Nine to 12 (9-12) years of service: Thirteen (13) days annually
      Thirteen or more year (13+) years of service: Fifteen (15) days annually
   b. Such vacation days must be used during school vacations (ex. December, February, April and summer vacations) when employees are not otherwise required to be at work. Such days cannot be used on days that are also paid holidays under this Agreement. Requests to use vacation leave days when the employee is otherwise required to be at work must be accompanied by an explanation and shall be subject to prior approval by the Superintendent.
   c. Vacation days for employees regularly scheduled to work less than 260 days per year must be used in the year in which they accrue and do not carry forward from year to year.

3. When a holiday falls on an employee's vacation, the employee shall receive an extra vacation day off from work with pay to compensate for the holiday.
4. Any employee who is laid off, retired, or separated from the service of the Board for any reason prior to taking his/her unused vacation, shall be compensated for the unused vacation which has been accumulated at the time of separation.

5. Employees employed as of June 30, 2021 shall not have their current vacation leave accruals reduced and shall not lose any existing accrued vacation time.

G. SICK LEAVE

1. Year-round employees who are scheduled for not less than thirty-five (35) hours per week and 52 weeks per year, shall receive fifteen (15) sick leave days per year credited on September 1st of each year.

   a) School-year employees who are scheduled for not less than thirty-five (35) hours per week shall receive thirteen (13) sick leave days per year, credited on September 1st of each year.

   b) All other non-probationary employees shall receive ten (10) sick leave days per year, credited on September 1st of each year.

   c) Probationary employees shall accrue sick leave in the following manner:

      i. Year round probationary employees shall earn one (1) sick leave day per month, up to a total of twelve (12) during the period of their probation.

      ii. School year probationary employees shall earn one day per month worked, up to a total of ten (10) during the period of their probation.

   d) The maximum accumulation of sick leave shall be ninety (90) days.

2. Sick leave may be used for personal illness. Personal illness shall be understood to include actual illness or injury, which prevents
the employee from attending work. Personal illness may also include, at the discretion of the Superintendent, medical appointments to address immediate medical needs but shall not include routine or elective medical appointments.

3. Employees may use up to ten (10) days of sick leave to care for a family member who requires the personal attention of the employee. Family members shall be defined as parents, spouse or domestic partner, children, step-children, or someone for whom the employee is the legal guardian or a family member living in the employee's household. Notice of such leave shall be given to the Superintendent at the employee's earliest convenience.

H. SICK LEAVE BANK

1. The purpose of the sick leave bank is to provide coverage for employees who experience a catastrophic or chronic illness or has a family member experiencing a catastrophic or chronic illness as defined by FMLA and said employee has exhausted all of their available sick leave.

2. At the beginning of each year, a regular (non-probationary) employee may contribute one (1) day per year of his/her accumulated sick leave to a sick leave bank. At the beginning of each new work year, the regular employee shall be offered the opportunity to continue donating one (1) sick day to the sick leave bank. A notice shall be sent to each regular employee by September 15th of each year asking if they wish to continue contributing to the sick bank. The employee shall notify the Superintendent by October 1st of each year as to their decision regarding continuance.

Those wishing not to continue shall be ineligible to use the sick bank until the next annual enrollment opportunity (September 15th of the next year).

3. The maximum number of sick days within the bank shall not exceed two hundred (200) days.

4. Once an employee has accumulated ninety (90) days and does not use the sick days allotted to him/her during the work year in which he/she is in; those days not used shall be credited to the sick bank, but at no time shall the sick bank exceed two hundred (200) days.
5. Regular employees shall be able to use days from the sick bank only after the employee has used all their accumulated sick days. The employee shall be eligible to use sick leave from the sick leave bank for up to 50% of their previously accumulated sick days. (Ex. The regular employee has forty (40) accumulated sick days. Once these are used, the regular employee may use up to twenty (20) days from the bank.)

6. To withdraw from the bank, the regular employee must submit a letter to the Superintendent listing the number of days to be used, outlining the reason for the request, the anticipated date of return, and a statement of justification from a physician. The decision of the Superintendent shall be final and not subject to Article 6 – Grievance Procedure.

7. As of July 1, 2008, the sick leave bank shall be said to have fifty (50) days accumulated. On or before October 15th of each year, a report shall be provided to the Association President as to the status of the Sick Bank.

8. Any employee who is injured while working in employment other than the district's employment shall not be eligible for sick leave bank benefits under this article if he/she is eligible for Worker's Compensation benefits from another employer.

I. HOLIDAY/PERSONAL DAY

The following days shall be observed as paid holidays if they fall within the employee's regular workweek. Christmas, New Year's Day, and Veterans' Day shall be paid holidays regardless of whether they fall within the employees' workweek.

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

1. To be eligible for holiday pay, the employee must have been regularly scheduled to work in the week the holiday or the observed federal holiday occurs. Holiday pay shall be computed at the employee's basic hourly rate of pay for the number of hours the employee is regularly
scheduled to work. Part-time employees shall only receive holiday pay if the holiday occurs on a day they are regularly scheduled to work.

2. Employees who work the holiday shall be paid at double time his/her straight time rate for all hours worked. At the employee's option, and with the approval of the Superintendent or his/her designee, the employee may select compensatory time off in lieu of cash. Compensatory time shall be computed at two (2) hours for each hour worked. Compensatory time off shall be taken at time mutually convenient to the employee and the Board and within twelve (12) months of its being earned.

3. Employees shall receive five (5) personal days with pay. Personal days will be charged to the employee's sick leave. Personal days may be used for any purpose, including but not limited to Association business, personal business that cannot be conducted outside the employee's work schedule, and for emergencies, and may not extend a vacation or holiday unless in an emergency or with the express advance approval of the Superintendent, five (5) working days' notice prior to the date of the request shall be required unless in the case of an emergency. Personal leave may be used in hourly, half-day, or full day increments.

ARTICLE 9 – MAINTENANCE OF STANDARDS

A. PROTECTION OF CONDITIONS

The employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement unless specifically agreed to by both parties.

B. EXTRA CONTRACT AGREEMENTS

The employer agrees not to enter into any agreement or contract with employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.
ARTICLE 10 – NONDISCRIMINATION

The Board and Association agree that they will not discriminate against employees on the basis of race, creed, color, sex, gender sexual orientation, physical or mental disability, marital status, age, or national origin as prohibited by law.

It is recognized that unlawful sexual harassment in all its forms is a type of sexual discrimination and is unacceptable conduct. Sexual harassment will not be condoned or tolerated by the Association or the School Department.

ARTICLE 11 – SENIORITY AND REDUCTION IN FORCE

A. "Seniority" shall be an employee's length of continuous service since his/her first day of work within the bargaining unit in this District from the most recent date of hire. In the event of a tie in seniority, the employee with the greatest total service time in the district shall be determined to be the more senior. If a tie exists, seniority shall be determined by lot.

B. A seniority list, by classification group/impact areas, as reflected in the attached salary schedule by the following titles: head cook/supervisor; kitchen assistant; custodian; maintenance; bus driver; Ed. Tech I; Ed Tech II; Ed Tech III; school secretaries; and library associate, shall be established naming all the employees covered by this Agreement with the employee with the greatest seniority (years of service) listed first. Seniority for the purpose of this agreement shall be a major factor in all matters affecting layoff, recall, job assignments, and shift assignments. A probationary employee shall have no seniority during the probationary period, as set forth in Article 4, but upon completion of this period, shall have seniority retroactive to the date of hire.

C. In the event of a reduction in force, the employee whose position is to be eliminated may displace the employee with least seniority in his/her current classification/impact area. The displaced employee may displace the least senior employee in a lower impact area within the employee's classification, or in any other classification in which he/she has satisfactorily served, provided that the person to be displaced is less senior than the displacer and is qualified to fill the position. A full-time employee shall not be required to displace a part-time employee, but may displace the least senior full-time employee.
Impact Areas

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<th>Transportation</th>
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The following criteria will be used as the basis for determining if an employee meets the qualifications to perform the remaining work: required and unique documented skills and abilities.

All affected employees shall receive a two (2) calendar week advance notice of layoff, and the Superintendent shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff to their previous position according to their seniority provided the employee is qualified to perform the work. The employee shall keep the Superintendent's Office up-to-date in regards to address changes. Once notified, a recalled employee shall provide the Superintendent written acceptance within five (5) days. The employee waives the right to recall if he/she refuses a position. No new employees shall be hired until all eligible employees on layoff status have been afforded recall notice. The recall period shall be for twelve (12) months from the effective date of layoff. A full-time year-round employee may displace a part-time employee within their classification group provided the full-time year-round employee has greater seniority and meets the qualifications to perform the work.

D. The Superintendent shall post annually a seniority list no later than September 30. The list shall be posted on a bulletin board in the employee's breakroom for a period of not less than thirty (30) calendar days and simultaneously emailed to all employees who have a school email address. The Association President must notify the Superintendent of any alleged discrepancies in the list no later than thirty (30) days after receipt of the list, otherwise the list shall be deemed to be accurate.

E. The Superintendent will place past workers returning to service, whether full or part-time on the seniority and wage list after considering their past service.
ARTICLE 12 - DEFECTIVE EQUIPMENT/PROTECTION OF PROPERTY

The employer will provide employees with safe and properly maintained equipment and vehicles. Employees shall report all defects of equipment and vehicles in writing to the employer as soon as possible.

ARTICLE 13 - EXAMINATIONS

A. Medical examinations required by law or the employer shall be promptly complied with by all employees and paid by the employer.

B. The employer reserves the right to select its own physician and the Association may, if it disagrees with the physician's findings, have said employee reexamined at the employee's expense. In the event of disagreement between the doctor selected by the employer and the doctor selected by the Association, the employer and the Association doctors shall together select a third (3rd) doctor within thirty (30) days, whose opinion shall be final. The expense of the third doctor shall be shared equally by the employer and the employee.

ARTICLE 14 - COMPLAINTS FROM THE PUBLIC

Employees shall be notified of any formal complaint that will be used in evaluative or disciplinary action. The employee shall be given the opportunity to respond to and/or rebut such complaint. The employee, at their request, may have an Association representative present at any meeting or conferences, which they are required to attend in relation to the complaint. Employees are prohibited from interfering in the investigation of complaints. Evidence of such interference may be grounds for disciplinary action.

ARTICLE 15 - EMPLOYER SPONSORED 403 B

Each year as compensation for services rendered, for each employee who enters into a salary reduction agreement with the Board and makes salary reduction (elective) contributions under the Board's tax sheltered annuity plan, the Board shall contribute for the benefit of each such employee a matching contribution equal to $1.00 for each $1.00 contributed by the employee up to a maximum contribution by the Board of $500 per year. All matching contributions shall be paid by the Board to an annuity provider mutually acceptable to the Board and the employee, which provider may be changed from time to time by the employee by written notice to the extent provided by the Board's tax sheltered annuity plan.

Board matching contributions will only be made to tax sheltered annuity providers who are approved to receive employees' salary reduction contributions under the Board's tax sheltered
annuity plan. All contributions to the tax sheltered annuity pursuant to this contract shall be in accordance with federal tax law and the Board's tax sheltered annuity plan document, and the Board shall make any appropriate tax or other withholding from such contributions. By February 1, the employer will inform all eligible employees of the March 1, deadline to participate in the employer sponsored 403B.

In order to receive the matching contribution noted above, the employee must, by March 1st of the preceding year, inform the Superintendent of his/her intent to contribute to a 403B Plan in the coming contract year. The employee must also inform the Superintendent of the amount he/she wishes to contribute to his/her 403B Plan. This amount shall be divided into either twenty-one (21) or twenty-six (26) equal deductions. Deposits to the 403B Plan shall occur monthly together with the employer's match.

It is the responsibility of the employee to provide the Superintendent with the proper details and forms needed to allow the contributions to be made as the Superintendent's Office will not be responsible for the employee's 403B Plan in any way aside from performing requested deductions and making deposits to the employee's plan.

ARTICLE 16 – RETIREMENT/DEATH BENEFIT

Upon retirement from the RSU #78 into either the Maine Public Employees Retirement System or federal social security, or upon death, and after ten (10) years of service, each employee or his/her survivor(s) shall be paid up to the equivalent of twenty-five (25) days of the employee's accumulated sick leave. After fifteen (15) years of service, each employee or his/her survivor(s) shall be paid up to the equivalent of twenty-seven (27) days of the employee's accumulated sick leave. After twenty (20) years of service, each employee or his/her survivor(s) shall be paid up to the equivalent of thirty (30) days of the employee's accumulated sick leave. For the purposes of this Article, it is the parties' intent that employees will be paid the lesser of the actual number of accrued sick leave days or the number of days set forth above as applicable. Written notice of intent for planned retirement must be given by January 1st of the school year prior to date of planned retirement.
ARTICLE 17 - PROFESSIONAL DEVELOPMENT

The Board encourages employees to seek professional development opportunities in order to improve their skills and job performance.

Employees who receive prior written approval of the Superintendent shall be reimbursed for courses, workshops and similar educational experiences that may or may not have formal credits attached, but which relate directly to job performance.

A. ED TECHS

1. The Board shall pay the cost of approved workshops, conferences, courses or other professional development activities needed for authorization. Beyond the professional development required for authorization, the Board may provide funds for workshops and/or conferences deemed necessary for the performance of the employee’s duties. The employer will pay for the initial state test, if not already acquired.

2. The Board may provide tuition or training fees reimbursement for a course of study preparing the employee for an anticipated position or critical need of the school as part of a return service agreement. Within such agreement, the terms shall include, but not be limited to the nature of the course of study, length of the training period, and length of the return service. All courses must be approved, in advance, by the Superintendent prior to enrollment. Upon approval the tuition and fees will be paid based on the UMO cost per undergraduate credit hour up to a maximum of six (6) credit hours. Penalties for failing to fulfill the return service shall be specified. Entering into such an agreement shall not bind the Board to offering a future position to the employee. Such an agreement shall not limit the Board in regards to layoff or discharge as provided elsewhere. In the case of layoff, the Board shall cover the cost of any specific course or program of in service that the employee is attending at the time of lay off. The Board will not be responsible for any future course or program. In the case of termination/discharge, the Board’s obligation to continue support, financial or otherwise, for the course of studies will end. Failure of the employee to fulfill the term of the return service agreement shall result in the employee’s obligation to reimburse the Board for all costs of the agreement to that point.
B. **ALL OTHER SUPPORT STAFF**

The Board shall pay the cost of approved workshops, conferences, courses or other professional development activities needed to remain current with the latest skills and knowledge related to the position in which that person is employed or for the purpose of licensure needed to perform the duties called for by the employees' position.

C. Mileage to and from approved workshops or conferences or to a temporary job assignment lasting no more than five days in any given work year shall be reimbursed at the current IRS rate.

**ARTICLE 18 – INSURANCE**

A. The Board shall provide the employees access to current MEA Benefits Trust Insurance Plans.

B. Effective September 1, 2015, the Board shall provide all full-time employees with paid single MEA Benefits Trust Choice Plus health insurance.

For this purpose, a full-time employee is considered to be employed 30 hours per week or more either school-year or year-round. Employees working less than full-time but more than 20 hours per week will receive a paid health insurance benefit pro-rated with their hours/days worked. Employees working less than 20 hours per week will not be provided an insurance benefit.

1. Employees electing coverage in excess of the above stated amounts shall be responsible for any additional costs to be deducted from their bi-weekly pay.

2. Regular bus drivers are eligible for the above coverage at their average number of hours based on the contracted hours for the current school year.

3. The Board shall provide employees access to comparable plans or payment of benefit to another health insurance plan of the employee's choosing. The employee must enroll in a health insurance plan and shall be required to show proof of insurance in order to qualify for the following contributions paid by the Board. When direct payment to the insurer is impracticable monthly reimbursement to the employee up to the pro-rated monthly benefit the employee is eligible for in Section B shall be provided if the employee provides proof of enrollment and proof of payment of premiums to the plan. Reimbursement shall be on a monthly basis with the monthly submission of proof of enrollment/payment being the sole responsibility of the employee. Failure to provide the proof of enrollment/payment by the end of the month covered shall result in loss of benefit for that month.
C. Any change in the health insurance provider shall be mutually agreed upon by the Board and the Association.

D. The employer agrees to take steps necessary to provide the employees' access to a Section 125 Flexible Spending Account (medical and/or dependent reimbursement) Plan. Participating employees shall bear the cost of any fees for the "Plan" and/or individual accounts.

E. Any employee opting to take dependent coverage, will have the cost of coverage provided during the summer months of July and August paid by RSU #78.

F. A Dental Plan will also be offered with all plan costs being paid by the employee.

**ARTICLE 19 – MANAGEMENT RIGHTS**

A. The Board retains all rights and authority to manage and direct its employees except as otherwise specified in this Agreement.

B. The Board may adopt rules governing the operation of the work force and the conduct and safety of its employees providing that such rules do not conflict with any of the provisions of the Agreement.

C. This Agreement shall not be construed as delegating any of the Board's exclusive statutory rights.

D. The Board has the sole discretion to determine the number of full time and part time positions within each job description.

E. The Board may discuss matters relating to the operation of its business with employees or groups of employees. During such discussions, the Board shall not negotiate over working conditions and/or terms of this Agreement.

**ARTICLE 20 – HOURS AND OVERTIME**

A 1. All authorized work performed in excess of forty (40) hours in any one week shall be paid at the rate of one (1) and one-half (1/2) the base hourly rate.

2. All authorized work performed on a Sunday shall be paid at the rate of one (1) and one half (1/2) the base hourly rate.
3. Prior authorization for overtime work shall be obtained from the Superintendent or his/her designee.

4. Employees called in to work shall be paid either a minimum of two (2) hours call-in pay or actual hours worked over the minimum.

5. Overtime/extra work hours shall be equitably distributed among all employees within each classification. Employees who normally work less than forty (40) hours/week shall be given the first opportunity for the extra work occurring within their classification to bring their hours up to forty (40) before other employees in that classification are offered the work, except as providing in I.S.A for bus drivers.

a) Bus Drivers – Extra work will be defined as bus run trips that occur outside the employees regularly scheduled work time, and are not part of their regular scheduled bus runs. Extra work will be assigned on a rotating basis throughout the year, initially beginning with the most senior employee in that classification and proceeding to the least senior employee. Employees may opt not to accept extra work. In such case the rotation continues. Whenever a bus driver works over 40 hours in a week, they will be skipped in the rotation until all others have attained or had the opportunity to attain the 40 hours.

6. Employees offered non-regularly scheduled work assignments shall not have the number of regularly scheduled hours reduced.

B. BREAKS AND MEALS

All employees with work shifts of at least four (4) hours shall receive a paid, fifteen (15) minute rest period to occur about midway through each shift. All employees whose shift of at least six (6) hours shall receive a thirty (30) minute meal break. This thirty (30) minute meal break, whether on or off site, shall be a paid break. The employee's direct supervisor may require the employee to clock out and in for meal breaks.

C. REGULARLY SCHEDULED HOURS

1. Wage Agreements: Each employee shall annually be issued a letter of agreement stating the rate of pay as designated by this agreement and regularly scheduled hours and scheduled work year of the employee. Scheduled work hours and work year may be changed for bona fide program or financial reasons. Should it become necessary to reduce the scheduled hours of a position by more than one hour per day, the reduction in force procedure shall be used to determine the employee who is to be reduced.
2. The Transportation Director may perform extra work within the classification in the event that all employees who normally work less than 40 hours per week in that classification have attained or had the opportunity to attain 40 hours or more in that week including hours worked in other classifications.

**ARTICLE 21 – CLOTHING ALLOWANCE**

A. The Board agrees that all work uniforms and/or specialized clothing required by the employer shall be provided by the employer. Such uniforms and clothing shall be used exclusively for work. Uniforms and specialized clothing shall be laundered by the employee. Articles of clothing, which are issued by the employer and which are destroyed in the performance of the employee's duties shall be replaced by the Board. Maintenance, custodians and bus drivers will be issued a work jacket at the time of hire. Employees may swap shirts for pants and vice-versa to fulfill their individual needs.

B. The following uniforms will be purchased annually:

1. Custodians
   - Two pants
   - Four shirts
   - One pair of work shoes not to exceed $75.00

2. Maintenance
   - Two pants or coveralls
   - Four shirts
   - One pair of work shoes not to exceed $75.00

3. Food Service
   - Ten shirts
   - One pair of work shoes not to exceed $75.00

4. Bus Drivers
   - Two pants
   - Four shirts
   - One pair of work shoes not to exceed $75.00

C. The following shall be replaced every three (3) years:

   Maintenance, Bus Drivers, and Custodians
   - One jacket, not to exceed $75.00
NOTE: Shirts, pants/coveralls, and jackets shall be consistent by brand and color no matter the position and shall be purchased using the bid process. Shirts may be either long- or short-sleeved. Work shoe brand shall be at the discretion of the employee and meet all OSHA safety clothing/equipment requirements.

ARTICLE 22 – SUBCONTRACTING

A. The Board may subcontract out bargaining unit work only:
   1. To obtain additional expertise or equipment and machinery skilled work not done or available by a member.
   2. To accommodate temporary increases in workload that cannot be met through overtime.
   3. If the subcontracted work does not result in the layoff of any member.

B. When subcontracting is necessary, the Superintendent will notify the Association.

ARTICLE 23 – VACANCIES

A. All permanent job openings and/or vacancies shall be posted by the Board for bid as soon as such opening and/or vacancy becomes available. This provision shall also apply to temporary openings that are likely to last thirty (30) or more calendar days.

B. Qualified employees may apply and will be interviewed for the vacancy, but the Superintendent and the Board make the final decision. The Board shall determine qualifications.

ARTICLE 24 – WAGES

A. Employees shall be paid on scale according to Appendix A.

B. Experience shall be defined as either current or prior service to RSU #78 within the job classification (See Job Classification list) for which application is made or similar experience outside the RSU #78 within the job classification for which application is made. The Superintendent will submit a Support Staff Work Experience Form, for approval, to the Association President for any applicant with work experience outside RSU #78. If the applicant's work experience is disapproved, refer to the final paragraph below.
A RSU #78 Support Staff employee wishing to make application into another job classification may do so via the application process; however, the employee, if chosen to fill the position for which application has been made, shall be considered a new employee within the job classification to which they have been accepted. Years of prior experience and seniority earned in the prior job classification shall not carry over into the new job classification except in the case outlined in the following paragraph.

In the circumstance where the applicant has similar experience and/or in a situation where, due to Board need, the applicant needs to be placed on a higher experience step, such may be done by mutual agreement of the Superintendent and the President of the Association. In these two aforementioned circumstances, the Superintendent will submit to the Association President a "Support Staff Work Experience" form (See Attachment "A"). Once approved, a copy of the form shall be retained by the Association, and a copy shall be placed on file in the Office of the Superintendent.

If the Association President disapproves the request, the reasons for denial shall be made in writing, and the President shall meet with the Superintendent for the purpose coming to a mutual agreement concerning salary step placement. If mutual agreement cannot be reached, the dispute shall be subject to grievance arbitration starting at Level Three.

C. Salary increases will be granted at the beginning of each school year. An employee hired prior to December 1st of any school year covered by this agreement will receive one year's service on the scale as of September 1st of the following contract year. An employee hired after December 1st of any school year will receive no experience credit for that contract year.

D. Employees who substitute shall be paid at the substitute rate or their own hourly rate whichever is greater. Educational technicians will only be asked to substitute when other substitutes are unavailable.

E. Each pay period shall be two weeks long and end on a Friday. Paychecks will be issued one week after the end of the pay period. Employees must complete time cards each week.

F. Full year employees may elect to have their pay averaged over 26 pays or to be paid as earned.
G. School year employees, may either elect the option of being paid as earned, or in either twenty-one (21) or twenty-six (26) equal installments. Employees shall make their election at the start of the school year and may not change their election for the duration of the work year.

Adjustments for additional hours beyond the employee’s regular paid schedule or for loss of hours from the employee’s regular paid schedule shall be made from the employee’s wages for the pay period in which the additional work or loss of work occurred. School year employees hired mid-year shall have their pay averaged in proportion to the remaining work year. If, because of mid-year termination or severance, the amount an employee receives under this pay averaging system is more than the employee has earned, such overage shall be withheld from the employee’s last pay check. If the employee receives less than the employee’s paid hours times his or her rate of pay under this pay averaging system, the Board will pay such underpayment to the employee in the employee’s last check.

ARTICLE 25 – SEPARABILITY AND SAVINGS CLAUSE

If any part or portion of this agreement shall be found contrary to law, only that portion of the agreement shall be invalidated. The remainder of this agreement shall remain in full force and effect. The parties shall have the right to re-negotiate any invalidity within thirty (3) days after notification of such invalidity.

ARTICLE 26 – DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2021, and it shall remain in full force and effect until August 31, 2024.

In witness thereof, the parties hereto have set their hands and seals this 10th day of August, 2021.

For the Association

Sherry Haley
President

Michelle House
Negotiator

Leslie Parker
Negotiator

For the Board

Mary Richards
Chairperson

Deborah LeSaul
Negotiator

Jenifer Campbell
Negotiator

Negotiator

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Appendix A

Employees shall move up a step each year of the Agreement. Employees with twelve (12) or more years of service to the district shall receive a longevity bonus of $500 each year of the Agreement.

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<th>21-22 Step</th>
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Appendix B  
Supervisory Stipend

Supervisor stipend..........................$1000 per year for employees with supervisory responsibilities.
Appendix C
Regional School Unit #78
Support Staff Wage Agreement
2021-2022

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<th>Item</th>
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<td>Workshop Days used in calculation:</td>
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<td>Bi-weekly payroll-21 pay periods ( )</td>
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<td>Bi-weekly payroll-26 pay periods ( )</td>
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The choice of income averaging is given to each employee per contract before the start of the school year. School year employees may either elect the option of being paid in either twenty-one (21) or twenty-six (26) equal installments. Employees shall make their election at the start of the school year and may not change their election for the duration of the work year.

**Indicate your annual wage election preference below:**

- [ ] I would prefer to be paid bi-weekly for the days that I work according to my timecard and the number of hours that I have been assigned to work during each pay period

- [ ] I would prefer to receive my wages in equal bi-weekly payments over twenty-one (21) weeks

- [ ] I would prefer to receive my wages in equal biweekly payments over twenty-six (26) weeks

All support staff who work additional hours above and beyond this calculation, please indicate the hours and reason on your timecard – either using a separate timecard or by clearly marking the additional time to be paid on your timecard. Additional time must be approved by your immediate supervisor by having him/her initial your timecard.

Support Staff Member: ___________________________ Date: ___________________________

Must be completed and returned to the Superintendent.