

COLLECTIVE BARGAINING AGREEMENT

Between the

**REGIONAL SCHOOL UNIT 3
BOARD OF DIRECTORS**

And the

REGIONAL SCHOOL UNIT 3 EDUCATION ASSOCIATION

Support Educators Contract

2021-2024

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	3
ARTICLE 2 - DEFINITIONS	3
ARTICLE 3 - MANAGEMENT RIGHTS	4
ARTICLE 4 - ASSOCIATION RIGHTS	4
ARTICLE 5 - GRIEVANCE PROCEDURE	5
ARTICLE 6 - PROBATIONARY PERIOD	8
ARTICLE 7 - PHYSICAL EXAMINATIONS	8
ARTICLE 8 - WORK WEEK AND WORK YEAR	9
ARTICLE 9 - EVALUATION	12
ARTICLE 10 - JOB DESCRIPTIONS AND RECLASSIFICATION	12
ARTICLE 11 - PROFESSIONAL DEVELOPMENT	14
ARTICLE 12 - PAYROLL	15
ARTICLE 13 - INSURANCE	16
ARTICLE 14 - VACATION	17
ARTICLE 15 - LEAVES	18
ARTICLE 16 - HOLIDAYS	22
ARTICLE 17 - USE OF PERSONAL VEHICLE	24
ARTICLE 18 - PERSONNEL FILE	24
ARTICLE 19 - POSITION VACANCIES	25
ARTICLE 20 - REDUCTION IN FORCE	25
ARTICLE 21 - DISCIPLINE AND DISCHARGE	28
ARTICLE 22 - NOTICE	29
ARTICLE 23 - FACILITIES	30
ARTICLE 24 - PROTECTION OF EMPLOYEES	30
ARTICLE 25 - MISCELLANEOUS	30
ARTICLE 26 - DURATION	32
SUPPORT EDUCATORS WAGE SCHEDULE 2021-2024	33
SCHEDULE B	36

ARTICLE 1 RECOGNITION

The RSU 3 Board of Directors (hereafter the “Board”) recognizes RSU 3 Education Association MEA/NEA (hereafter the “Association”) as the sole and exclusive bargaining agent for the support staff bargaining unit, as defined in 26 M.R.S.A. 962, consisting of all ed techs Is, IIs, IIIs, secretaries, custodians, cooks, bus drivers, bus monitors, garage mechanics, and van drivers. Excluding central services personnel, seasonal and on-call positions.

ARTICLE 2 DEFINITIONS

- A. Association: Whenever the term Association is used, it refers to the RSU 3 Support Educators Association/MEA/NEA and any of its designated representatives, by committee, individual member, or authorized agent whether or not a member.
- B. Board: Whenever the term Board is used, it refers to the RSU 3 Board of Directors and any of its designated representatives, by committee, individual member, or authorized agent whether or not a member.
- C. Gender: Whenever the masculine is used, it is to include the feminine, and whenever the feminine is used it is to include the masculine, unless otherwise expressly provided or clearly indicated by the context. We acknowledge that the pronouns used in this document encompass all genders.
- D. Number: Whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated by the context.
- E. Supervisor: Whenever the term Supervisor is used, it is to include the administrator of any work location or functional division.
- F. School: Whenever the term school is used, it is to include any work location or functional division.
- G. Superintendent: Whenever the term Superintendent is used, it shall mean the Superintendent of Schools of RSU 3, or the Assistant Superintendent or any other person whom the Superintendent or the Board specifically designates to act for the Superintendent in a particular situation or class of situations.
- H. Employee: Whenever the term Employee is used, unless otherwise expressly provided or clearly indicated by the context of this Agreement, it shall refer to all public employees defined

as public employees in Title 26 MRSA, Chapter 9-A and represented by the Association in the bargaining unit, as defined in ARTICLE 1.

I. Probationary Employee: An employee who has not yet completed six months of service to RSU 3 in a specific job classification. Consecutive time worked as a sub in the same classification area will count towards this six-month period.

J. Full-year Employee: The regular work year for full-year employees shall be 12 months.

K. School-year Employee: The regular work year for school-year employees shall be 9.5 months.

ARTICLE 3 MANAGEMENT RIGHTS

A. Except as explicitly limited by a specific written provision of this Agreement, the Board shall continue to have all rights, functions, powers, duties, or authority available to it under law.

B. The Association acknowledges the right of the Board to make such rules and regulations governing the conduct of its employees in accordance with this Agreement as the Board deems necessary.

ARTICLE 4 ASSOCIATION RIGHTS

A. Representatives of the Association may be permitted to transact official Association business on school property provided that prior approval has been received from the Supervisor and/or Superintendent of Schools, and that such use does not interfere with the normal operation of the school as perceived by the Supervisor and/or the Superintendent.

B. All requests to use school buildings and facilities shall normally be made at least twenty-four (24) hours in advance. Uses of school building shall be pursuant to Board policy.

C. The Association may use school facilities and equipment on school property, providing that such use does not interfere with the normal operation of the school as perceived by the Supervisor and/or the Superintendent.

D. The Association may purchase expendable office supplies and materials from the District by submitting a written request and shall pay for all supplies as billed by the Superintendent's office.

E. The Board agrees to provide to the Association President a copy of the Board's agenda.

F. The Association may continue to use present space in buildings to post Association notices.

G. The Association shall have the right to use the existing inter-school mail facilities, including e-mail, subject to the Board's Acceptable Use Policy, and/or school mailboxes.

H. The National Education Association, the Maine Education Association, and the RSU 3 Association jointly and severally agree to indemnify and hold the Regional School Unit 3, 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 attorneys' fees, judgments and damages of any kind or nature whatsoever which may arise as a result of any action taken pursuant to any provision of this ARTICLE.

ARTICLE 5 **GRIEVANCE PROCEDURE**

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which, from time to time, may arise affecting the interpretation, meaning, or application of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
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.

B. Time

1. Since 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 reasonable effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable.

3. Time is of the essence in the filing and processing of all grievances under this Article. Failure on the part of the grievant to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance, shall constitute a waiver for such grievance and be a complete bar to arbitration. No arbitrator shall have the authority to waive, amend, modify, or adjust the time requirements set forth herein.
4. Whenever referred to in this Article, "Days" shall mean working school days.

C. Informal Procedure

1. If an employee believes that a grievance exists, the matter should first be discussed with the appropriate administrator in an effort to resolve the problem informally.

D. Formal Procedure

Level 1

1. If the grievant is not satisfied with the outcome of the informal procedure, he may present his claim as a formal grievance in writing, on a form supplied by the Superintendent, to the appropriate administrator. Said administrator shall provide a written reply within ten (10) days; either the grievant or the administrator may request a meeting within the same time frame.
2. A grievance shall be deemed waived unless submitted in writing within twenty (20) days after the grievant first knew or was informed of the events or conditions constituting the alleged grievance.

Level 2

Within five (5) days, the grievant may appeal a decision to the Superintendent of Schools who shall review the materials submitted to him, may discuss the issue with the parties involved and shall render a written decision within ten (10) days of the date of appeal.

Level 3

To carry an appeal to the Board, a grievant shall, within five (5) days of the Superintendent's written decision, submit the complete records thus far accumulated, plus written reasons for said appeal to the Superintendent of Schools who shall notify the Chairman of the Board within five (5) school days and the Chairman shall determine whether to schedule the appeal for an executive session at the next regular meeting or at a special meeting. The Board shall within five (5) days after such meeting, render its decision and the reasons thereof, in writing to the grievant.

Level 4

1. If the grievant is not satisfied with the disposition of the grievance by the Board, he may, within five (5) days after the decision or within five (5) days after the Board meeting, request in writing to the President of the Association that his grievance be submitted to arbitration.
2. The Association shall, within five (5) days after the receipt of such request, determine whether the grievance is meritorious and therefore requires further action. The Association shall submit the grievance to arbitration by so notifying the Board in writing if, in its opinion, the grievance is meritorious and therefore requires action by an arbitrator.
3. If the parties cannot mutually agree to an arbitrator within ten (10) days the Association may notify the American Arbitration Association or another mutually acceptable arbitration tribunal such as the Federal Mediation and Conciliation Service or the Maine Board of Arbitration and Conciliation to propose the names of arbitrators pursuant to its selection procedure.
4. The arbitrator selected shall confer promptly with the representatives of the Board and the Association, shall review the record of the prior meetings, and shall hold hearings with the grievant and other parties in interest as he shall deem requisite.
5. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement, and shall confine any decision to the meaning of the specific written contract provision which gave rise to the dispute. The arbitrator shall be without power to make any decision which is contrary to law, interferes with the statutory duties of the Board, or violates the terms of this Agreement. The arbitrator's decision will be binding, subject to judicial review.
6. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

E. Rights of Employees to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
2. Any party in interest may be accompanied by a non-participating support person of his/her own choosing at any level. He/she may not be represented by a representative or by an officer of any employee organization other than the Association. When an employee is not represented by the Association, then the Association shall have the right to be present.

F. Miscellaneous

1. The parties recognize that the Association may file and process grievances on behalf of grievants.
2. All documents, communications, and records dealing with the processing of a grievance, with the exception of an Association grievance, shall be filed in the personnel files of the grievant.
3. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Grievance.

ARTICLE 6 **PROBATIONARY PERIOD**

All newly hired employees shall serve a probationary period of six (6) months. During this time, the employee may elect to become a member of the Association right away, although they will not be covered by this Agreement until the conclusion of the probationary period. Time worked for the District by a person hired as a long term substitute shall count towards the probationary period requirement as long as there has been no break in service.

ARTICLE 7 **PHYSICAL EXAMINATIONS**

A. Pursuant to Title 20-A: Motor Vehicles Heading: PL 1993, C. 683, PT.A, ss2 Chapter 19, Subchapter 4 ss 2303. School bus operator requirements, #3, the Board will require each bus driver to have an annual physical examination confirming their ability to meet job responsibilities as defined in the bus driver job description. The physical shall be completed between May 15th to August 1st. The employee shall be provided a written acknowledgement that the physical examination report has been received by the Supervisor.

B. The District shall pay the cost of all required physical examinations.

C. The annual bus driver physical examination shall be conducted by the District's medical provider, which shall provide at least two different medical facilities locations for the employee to obtain the physical examination.

D. If the annual physical examination is not passed, the driver will be given a two months "grace period" to retake the physical examination and pass it. Health Insurance benefits will be paid and the driver's position held during this "grace period". If, during this two-month "grace period", school begins prior to the driver being able to pass the physical examination, the driver will be required to use accumulated personal sick leave or other applicable leave until such a time as the physical is passed. The driver shall not be eligible to use the sick leave pool. If accumulated

personal sick leave or other applicable leave is exhausted and the two-month “grace period” is not up, the driver may be allowed to return to work with alternative work assignments as designated by the Superintendent. If the driver chooses not to participate in the alternative work assignments, the driver may choose to be placed on unpaid administrative leave for this time period. If, at the conclusion of this “grace period” the driver has been unable to pass the physical examination, the employee’s position may be terminated immediately. The Board will adhere to the provisions of the Federal Family Medical Leave Act. All leave granted by the Board under the provisions of this collective bargaining agreement which is eligible under the Family Medical Leave Act, will be charged against an employee’s FMLA entitlement.

E. Both parties agree that the safety and welfare of children being transported are of the utmost concern. The Board shall not use this provision in an arbitrary or capricious manner.

ARTICLE 8 **WORK WEEK AND WORK YEAR**

- A. The regular work year, work week, and workday
 - 1. The regular work year for school year employees shall be 9.5 months
 - 2. The regular work year for full year employees shall be 12 months.
 - 3. Full time employment shall normally mean thirty-five (35) hours or more per week.
 - 4. Part time employment shall normally mean less than thirty-five (35) hours per week.
 - 5. It is mutually understood that nothing in this Agreement shall require the Board to employ personnel at the hours listed. It is mutually understood that the Board and/or its agent may hire employees for either more or less hours than stated. Existing employees shall only have their hours reduced for bona fide reason(s). If there is such a reduction in hours, then existing benefits shall remain at the level in effect prior to the reduction in hours for the remainder of the school year.
 - a. Employees who are paid with federal funds shall have an employment year which is equivalent to the amount of funds received. When the federal funds are exhausted, the employees who are paid with federal funds shall be laid off. Upon hire under this section, the employee shall be provided written notification regarding layoff in event of loss of federal funds.
 - b. A school-year employee shall be provided a one (1) week notice before the first workday of the school year in writing of their number of work days including specific non-student days for the year. Additional workdays may be required with at least a fourteen (14) calendar day notice to the employee. The number of annual work days is not guaranteed and may be changed pursuant to subsection 5 above.
- B. In the event that an employee’s regular work schedule is changed to a different regular work schedule by the Board, the employee’s supervisor shall inform the employee of the change

at least twenty-one (21) calendar days prior to its effective date. Once the notification is provided to the employee, its implementation date may be shortened by mutual agreement between the Superintendent or designee and the employee. In addition, the Superintendent may shorten this notification time to meet the needs of the District.

C. Rest Periods

1. Except for an emergency, employees who work 7 or more hours per day shall receive two (2) uninterrupted rest periods of fifteen (15) minutes each per full workday. Rest periods should be taken mid-way during a four-hour period or as scheduled by the employee's supervisor. Employees may not skip rest periods to shorten the work day.
2. Except for an emergency, part time employees who work less than 7 hours per day, but more than four (4), shall receive one (1) uninterrupted rest period of fifteen (15) minutes per full work day.
3. Reasonable personal care time such as bathroom breaks shall not be deducted from the employee's scheduled break time of fifteen (15) minutes.
4. Employees must remain on RSU 3 property during a rest period.

D. Overtime

1. Overtime, at time and one half, shall be paid to employees for all actual work performed over and above forty (40) hours worked per week, except as noted below.
2. All overtime work shall require the advanced approval of the Superintendent or designee.
3. Employees, with prior administrator approval, who work on a holiday shall be paid at overtime rates for such hours
4. All overtime work shall be generally voluntary.

E. Storm/Emergency Days

1. In the event school is canceled due to a storm or emergency, only those employees who work year-round shall be paid for the day. In order to be paid for the day an employee must report for work for their normal shift. An employee may use their sick leave subject to the verification provision of Article 15.
2. In the event school is delayed or closed early due to a storm or emergency, employees shall be paid for the actual time worked unless the day is counted as a school day. If the day is counted as a full school day then employees shall be paid for a regular full day of work. Immediate supervisors, however, may require employees to remain until it is determined that their essential daily work is complete. Kitchen staff will be paid for their full day under the following conditions: If school is delayed, kitchen staff are required to report to work at their regularly scheduled time. If there is an early release, kitchen staff will remain until their immediate supervisor has determined that their essential daily work is completed.
 - a. At the beginning of each work year covered by this Agreement, an employee may elect to participate in the District's program pertaining to its storm day payment program. In the event that the first five (5) storm days occur during the months of November, December, January, or February, the participating employee shall be paid for the storm day provided the following conditions are met:

- i. The employee signs a payroll withholding form authorizing the District to withhold from the employee's paycheck the amount paid for any storm day if the employee does not work on the rescheduled workday. The employee shall also agree to repay the District prior to their final workday any outstanding money owed due to this advanced payment if their employment ends; and
- ii. The employee will not be allowed to use any paid leave on any of the five (5) makeup storm days and if absent on any such days will have their salary docked.

F. Employees who work more than five (5) hours per day shall receive a one half (½) hour, unpaid duty-free lunch period. Any employee who had their lunch period interrupted shall receive compensatory time for the length of such interruption.

G. Special Projects

- 1. The Superintendent may contract with individual staff members for special projects, which will be internally posted whenever possible.
- 2. Staff participation in extracurricular activities shall be voluntary. When staff are appointed to the extracurricular positions as listed in Schedule B of the Teachers Association Contract, they shall be compensated for any such activity at a rate per hour to be established on an annual basis by the Superintendent (2021-22 SY of \$17.00/hr) and documentation of hours must be submitted in each pay period.

H. Involuntary Transfer

- a. Notice of an involuntary transfer shall be given to an employee as soon as practicable.
- b. Any involuntary transfer will be made only when the Superintendent determines the transfer is necessary. The Superintendent shall notify the affected employee of such transfer and the reasons for such transfer in writing. The employee may, at their option, have an Association representative present at the meeting with the Superintendent to discuss the transfer.

I. Summer Work

- a. If an employee is interested in working during the summer vacation period, the employee shall complete the internal job "application" indicating their availability to work. The rate paid for this voluntary summer work shall be the rate according to the job classification as determined by the Superintendent for each classification.

J. Routes

- a. A route is a regularly scheduled driving assignment lasting longer than two days, excluding special class trips or extracurricular trips.

K. Trips

- a. For the purposes of this Agreement, a trip is any use of a district transportation vehicle to transport students off school grounds that does not meet the definition of a route. (Ex. Field trips, extracurricular trips, etc)
- b. The Superintendent and/or designee, in consultation with the Association will establish a trip assignment procedure to be reviewed annually by June 30th, by both parties to best meet the needs of the District.

- c. Meals will be given to bus driver through the school nutrition program or ten dollars allotted for a meal.
- L. Call Back Pay
 - a. Any employee who is called back in to work for an unforeseen circumstance during non-working hours which are not annexed to the employee's scheduled hours of work shall be paid a minimum of two (2) hours pay for each call-in which does not overlap, or the actual hours worked, whichever is greater.

ARTICLE 9 EVALUATION

- A. Employees shall be evaluated by their immediate supervisor and/or the Superintendent or designee. The evaluation shall be limited to the criteria set forth in Section B below. All evaluations will be conducted openly and with the knowledge of the employee.
- B. At the beginning of the year all employees shall receive a copy of the evaluation criteria and form to be utilized.
- C. Within ten (10) days after completion of the evaluation, Employees shall have the right to a conference with their evaluator to discuss the evaluation. An employee shall be given a copy of any evaluation report prepared by the evaluator. No evaluation shall be placed in the employee's personnel file or otherwise acted upon unless the employee has received a copy.
- D. Any formal written complaint made against an employee to the administration which is used in evaluating an employee shall be brought to the attention of the employee as soon as possible with a maximum of seventy-two (72) hours of its receipt,. The employee shall be given an opportunity to respond to any such complaints, and shall have the right to have a representative of the Association present during the meetings or conferences regarding such complaints.
- E. The employee shall have the right to attach written rebuttal within fifteen (15) working days to any subjective material, including evaluations, being placed in the personnel file.
- F. No employee shall be required to sign a blank or incomplete evaluation form.

ARTICLE 10 JOB DESCRIPTIONS AND RECLASSIFICATION

- A. At the time of hire or when a change occurs, employees shall be provided with a current written job description that accurately describes their job responsibilities. The Association shall be provided with a copy of the current job description of employees in the bargaining unit. Prior

to any change or modification of a job description, the Superintendent or designee shall meet and consult with Association representatives from the affected classification(s).

B. Moving between classifications:

1. When an employee is required to work in a higher job classification than the current classification on an ongoing basis, reclassification will occur and pay will reflect the rate of the higher classification effective as of the first day of work at the higher classification.
2. When an employee is required to work in a higher job classification than the current classification on a temporary basis, pay will reflect the rate of the higher classification from the first hour of such consecutive work providing at least four (4) hours are worked in the higher classification.
3. When an employee is promoted to a higher job classification, placement on the step of the new classification will be closest to, but not less than, the step of the previous classification.
4. When an employee is involuntarily demoted to a lower job classification, placement on the step in the new classification will be closest to, but not greater than, the step of the previous classification.

C. Reclassification Appeals

1. In the event that an employee believes that the job duties are significantly different from those outlined in the current job description, the employee may request a position review by the immediate supervisor. The immediate supervisor shall provide the employee with a copy of the recommendation to the Superintendent including the reason(s) for the decision.
2. Should the Board's representative agree with a reclassification to either a higher or lower classification, the employee shall begin being paid on the next payroll date according to the new classification.
3. Should the Board's representative disagree with a reclassification appeal; the employee may appeal the decision to the Superintendent.
4. Should the employee disagree with the decision of the Superintendent; the employee may appeal to the Board.

5. The decision of the Board may not be appealed for a period of one year. After that, the employee has up to one (1) year to request a reconsideration and final determination of the Board.

ARTICLE 11

PROFESSIONAL DEVELOPMENT

High quality, job embedded professional development should be provided to all employees regardless of job classification.

- A. Should the Board or its agent require* an employee to enroll in a specific course, the Board shall reimburse the employee, upon successful completion of the course with a grade of "C" or better or a "Pass" if it is a Pass/Fail course, for actual costs of tuition, books, fees, and travel.
- B. The employee shall be paid for the actual class time of any course required* by the Superintendent.

*Required courses do not include any coursework necessary for certification.

- C. Employees who receive written approval from the Superintendent prior to enrollment in a course that is directly related to his/her present position, shall be reimbursed for the costs of tuition up to the University of Maine rate per credit hour and up to \$200.00 for required fees and textbooks upon successful completion of the course with a grade of "C" or better or a "Pass" if it is a Pass/Fail course.
- D. The annual amount of credits approved by the Superintendent shall not exceed six (6) credit hours per year. If the Superintendent determines that sufficient funds are available, the employee may be granted an additional three (3) credit hours.
- E. 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. With approval of the Superintendent, employees may be paid for their time to attend educational experiences that relate directly to their job.
- F. If an employee wishes to attend an in-service day with pay which directly impacts his/her job, he/she may make this request to the Superintendent. Approval of the request is at the discretion of the Superintendent.

G. When a professional development opportunity exists for a group of RSU 3 employees, their travel time will be paid given that district transportation is provided.

ARTICLE 12 PAYROLL

A. Payroll Dates

Employees shall be paid for a work week which begins on Thursday and ends on the following Wednesday. The last day of pay included in a normal payroll shall be the Wednesday of the preceding week. Employees shall normally be paid every two weeks on Thursday. It is understood that the first payroll each year shall be the Thursday after the second work week.

B. Call Back Pay

Any employee called back in to work during non-working hours and/or are required by a supervisor to work during non-working hours, shall be paid a minimum of two (2) hours pay for each call-in, which does not overlap, or the actual hours worked, whichever is greater. If a trip is canceled with less than one (1) hour's notice, the driver shall be compensated as such.

C. Payroll Deductions

The Board shall provide the following deductions in addition to those required by law:

1. health insurance,
2. MEPERS life insurance,
3. those tax-sheltered annuities presently being utilized,
4. voluntary Association dues - local, state, and national,
5. banking institutions - direct deposit limited to one banking account,
6. dental insurance with the complete cost being borne by the employee,
7. those mutual funds presently being utilized, and other programs as mutually agreed to.

Authorization for these deductions must be made no later than seven (7) calendar days before the first payroll date of each school year. Forwarded amounts and changes must be made per the established cycle of said deduction.

ARTICLE 13 INSURANCE

A. Non-Transportation Support Staff: The Board agrees to provide 92% of single subscriber medical insurance coverage. For employees who elect increased dependent care coverage (adult with child, husband/wife, or family) the Board will pay 81% of the premium cost for employees who work an average of 35 hours or more per week for adult with child, and 78% for husband/wife and family coverage. All Board contributions will be based on the Choice Plus Plan.

1. Participating employees who work less than an average of 35 hours per week shall receive the following prorated health insurance benefit paid by the District:

a. 25 to 34 hours per week	75% of the full-time benefit
b. 20 to 24 hours per week	50% of the full-time benefit
c. less than 20 hours per week	Not eligible for paid benefit

B. Transportation Insurance Benefit*

1. The Board will pay 85% of the single subscriber coverage under the Choice Plus Plan.
2. For employees who elect increased dependent care coverage (adult with child, husband/wife, or family), the Board will pay 83% of the premium cost of the Choice Plus Plan for adult with children, and 79% for two adults and family coverage.

Weekly Hours	Insurance Benefit of the full-time benefit
30+	100%
25-29.9	80%
20-24.9	60%
<20	No Benefit

* Any employee who is enrolled in an RSU 3 insurance plan as of May 1, 2021 will remain at their current rate or higher for the 2021-2022 School year.

- C. An employee is eligible to enroll in the plan as determined by marital status and number of eligible dependents.
- D. School-year employees shall receive the above benefit for ten (10) months.
- E. School-year employees hired before September 1, 2003 who have worked for ten (10) or more continuous years shall receive the above benefit for eleven (11) months.
- F. Full year employees, and school-year employees hired before September 1, 2010 who have worked for more than fifteen (15) continuous years, shall receive the above benefit for twelve (12) months.
- G. Any employee who is covered under the Board's plan for 12 months, then elects not to participate in the coverage under this section, shall receive a tax-sheltered annuity payment by the Board of \$1000 annually. In order to participate, an employee must provide written certification at the beginning of the enrollment year showing coverage by a health insurance program. Payment shall be made at the end of the participating year.
- H. Any employee whose spouse is eligible for medical insurance coverage through their own employer shall not be eligible for coverage of the spouse under this provision.
- I. Employees who work less than twenty (20) hours per week shall not be eligible for health insurance benefits.
- J. If a husband and wife are both employed in RSU 3, the Board reserves the right to require employees to take the lowest cost option for which they are eligible.
- K. An employee, who receives partial year coverage, shall have the July and/or August premium deducted between the first payroll in January and the last payroll in June.

ARTICLE 14 **VACATION**

- A. Vacation time shall normally be granted during the summer months or other times when school is not in session. However, vacation time may be taken at other times with the prior approval of the Superintendent. All vacation requests shall be submitted to the Superintendent as far in advance as possible and shall not be unreasonably denied.

B. Paid vacation time shall be equivalent to the normal daily hours worked or the average number of hours worked per day or eight (8) hours whichever is less. Employees who work in more than one classification shall receive prorated pay determined by the percentage of time worked in each classification.

C. Full year employees shall receive paid vacation time according to the following schedule:

Years of Service

1 year	5 days
2-10 years	10 days
11-19 years	15 days
20+ years	20 days

D. Full year employees shall accrue vacation time from July through June and they shall have vacation prorated during their first year of employment at the rate of 5/12th of a vacation day per month.

E. Vacation time used will be recorded in no less than one-quarter (1/4).

F. Employees shall be required to take vacation time within the year in which it is earned and in no event later than September 1 after the year in which vacation time is earned. Any days earned but not used by September 1 shall be lost.

G. Any employee who is laid off, retired, or separated from the service of the Board for any reason, prior to taking earned vacation time, shall be compensated for the unused vacation which has been accumulated at the time of separation.

ARTICLE 15
LEAVES

A. Jury Duty & Legal Proceedings

1. Employees shall be granted a paid leave of absence any time they are required to report for jury duty or jury service during a normal working day. Employees excused from jury duty during normal work hours shall report back to their places of employment promptly, providing there is at least half a work day remaining.

2. Employees shall reimburse the Board for any pay (exclusive of expenses) received for jury duty, the intent of which is to assure that the employee receives no more than his

regular daily rate of pay. Said reimbursement shall be deducted from the next regular payroll after the employee receives payment from the State of Maine.

3. Employees shall be granted a paid leave of absence to respond to a witness subpoena provided the employee is appearing in court on behalf of the school district, or is not a party to the underlying legal proceeding. When excused early, the employee shall report back to the proper supervisor and be instructed on whether to return to work.

B. Sick and Family Leave

1. Thirteen (13) days of sick leave for personal illness or family sick leave shall be awarded at the beginning of the school year for all full-time employees (pro-rated for part-time employees) for school year 2021-2022. An employee may elect to use up to thirteen (13) paid sick leave days per year for family sick leave for school year 2021-2022. Fourteen (14) days of sick leave for personal illness or family sick leave shall be awarded at the beginning of the school year for all full-time employees (pro-rated for part-time employees) for school year 2022-2024. An employee may elect to use up to fourteen (14) paid sick leave days per year for family sick leave for school year 2022-2024. Family sick leave shall be for the purpose of caring for or attending to members of the immediate family whose illness demands the employee's care. Immediate family shall be regarded as spouse, significant other, child, step-child, parents including parents of spouse, brother, sister, son and daughter-in-law, grandchild, grandparent or any relative living in the employee's home. The Superintendent of Schools may make exceptions to this section based upon extenuating circumstances. In such cases, the Superintendent may approve use of personal accumulated sick leave time available to the employee. Employees will not be eligible to use the sick bank under conditions outlined in this section for family sick leave. Leave will be awarded on the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year to a maximum of one-hundred (100) days for school year 2021-2023, one-hundred twenty (120) days for school year 2023-2024.

2. Sick leave shall not be used under the following circumstances:

- a. injury covered under workers compensation (except as in Section C below)
- b. elective surgery.

Employees who begin work after the beginning of the year, shall receive a prorated amount of sick leave based upon time worked compared to full time. Should an employee have used more sick leave than what has been earned at the time of termination of

employment, the employee shall reimburse the Board for unearned sick leave which was received.

3. Additional leave for personal illness may be granted without pay.
4. Any employee, who is injured while working in employment not connected with school employment, shall not be eligible for sick leave benefits under this ARTICLE. Deductions for each day absent for such leave shall be at the per diem rate of the employee.
5. The Board may request a physician's certificate for any employee who has utilized sick leave in a manner that indicates possible abuse as determined by the Superintendent.
6. The Board shall provide a written statement to each employee at the beginning of each school year indicating the total of sick leave accumulated.
7. Employees shall be eligible to participate in the Support Educators Sick Leave Bank as described in Board Policy.
8. Sick leave usage may be:
 - a. docked in half ($\frac{1}{2}$) day intervals,
 - b. may not be docked if an opportunity exists to make up lost time within the same pay period provided work is available as determined by the supervisor.

C. Workers Compensation

1. The Board shall provide workers compensation coverage for all employees.
2. If an employee is eligible for workers compensation benefits, pay will be generated from the accumulated sick leave based on the difference between the amount of the regular net pay (take home pay), and the amount received under workers compensation, providing the difference exceeds ten dollars (\$10) in a pay period.
3. The Board shall pay an employee sick leave pay until workers compensation benefit payments begin. At the time workers compensation payments begin, the employee shall reimburse the Board for all sick leave pay, except as agreed to above, received during the period of time that workers compensation benefits were received.

D. Personal leave

Each employee shall be entitled to two (2) days per year for personal business which cannot be conducted outside of school hours, upon advance approval of forty-eight (48) hours whenever possible. Such leave shall not be used to extend a holiday or vacation period. Exceptions may be granted at the Superintendent's discretion.

E. Bereavement Leave

Each employee shall be allowed up to five (5) days per year for death in the immediate family. Immediate family shall include spouse, significant other, child, step-child, parents including parents of spouse, brother, sister, son and daughter in law, grandchild, grandparent or any relative living in the employee's immediate home. In situations where a unique relationship exists between an employee and some other person over a period of time, and which evinces a state of responsibility, caring and a closeness similar to kinship, such leave may be approved by the Superintendent. Other bereavement leave may be granted by the Superintendent with an explanation.

F. Retirement

1. Upon retirement under either FICA or MEPERS guidelines, an employee, who has worked at least ten (10) continuous years for RSU #3, shall be paid for up to thirty (30) days of unused accumulated sick leave at the point of retirement providing that they have given the Superintendent advance notice not later than one-hundred and twenty (120) days before July 1st. The Superintendent may grant an exception to the deadline for unusual circumstances and the money will be paid in the next fiscal year if sufficient funds are available. In the event that sufficient funds are not available, then payment will be made in the subsequent fiscal year.
2. In the event of a death of a currently employed (including those on an approved, unpaid leave) employee, with at least ten (10) continuous years of service in RSU #3, the deceased employee's survivors will be paid in accordance with the provision of Section F1 above.

G. Parental Leave

Maternity/paternity leave shall be granted for the birth, adoption, or foster placement of a child for up to 12 work weeks. Employees will be permitted to use their accumulated sick days, but will not be permitted to draw from the sick bank for this purpose. During these 12 weeks, paid or unpaid, no change in employee's benefits will occur. These 12 weeks must be continuous per the school calendar.

An extended maternity leave of up to one year, without pay, may be granted upon request. While on extended maternity leave, an employee may elect to continue coverage under existing insurance programs provided the employee assumes the total cost of the premiums and forwards that amount to the Superintendent's Office prior to the date upon which said office makes premium payments. Upon return from extended maternity leave, the employee shall be assigned to her same position, if available, or to an equivalent position.

H. Additional Leaves

1. Other leaves of absence without pay may be granted at the discretion of the Board. The seniority and sick leave accumulation benefits to which an employee was entitled at the time of such leave of absence commenced shall be restored upon return from said leave and the employee will be assigned to the same position, if available, which was held at the time the leave commenced, or if not, to a substantially equivalent position, provided the position has not been eliminated. All leave requests and grants shall be in writing.
2. An employee on any unpaid leave, or leave which is unpaid, shall be responsible for reimbursing the Board the total employer's cost of insurance benefits on a per diem basis. In this case, "per diem" will be calculated based on the days listed on the employee's current year's work agreement.
3. The Board will adhere to the provisions of the Federal Family Medical Leave Act (FMLA). All leave granted by the Board under the provisions of this collective bargaining agreement which are for the purposes which are eligible under the Family Medical Leave Act, will be charged against an employee's FMLA entitlement.

I. Sick/Personal Leave Incentive

If an employee uses no more than 3 sick days (paid or unpaid) per year, that employee will be eligible to receive an incentive in the amount of \$100.00 to be paid out in the payroll warrant immediately following the last day of school. For full year employees, this incentive will be paid in the first payroll of September.

ARTICLE 16 HOLIDAYS

- A. The Board shall grant the listed paid holidays.
- B. If the holiday falls on Saturday, it may be observed on either the actual day or the preceding Friday. If the holiday falls on Sunday, it may be observed on either the actual day or the following Monday.

YEAR-ROUND EMPLOYEES	SCHOOL YEAR EMPLOYEES
Labor Day	Labor Day
Indigenous Peoples Day	Indigenous Peoples Day
Veterans Day	Veterans Day
Thanksgiving Day	Thanksgiving Day
Christmas Day	Christmas Day
New Year's Day	New Year's Day
Martin Luther King Jr. Day	Martin Luther King Jr. Day
Presidents Day	Memorial Day
Patriots Day	
Memorial Day	
Independence Day	

C. Holiday pay is in lieu of any other paid leave to which an employee might otherwise be entitled on the holiday.

D. Should an employee be required to work on a holiday, the employee shall receive their hourly rate of pay in addition to the holiday pay (double pay).

E. An employee may not use a personal day to extend a holiday and still receive the holiday pay. Exceptions may be made only in advance and on a case-by-case basis at the discretion of the Superintendent for compelling reasons. Year round employees may use a vacation day to extend a holiday if students are not present.

F. An employee must work the last scheduled day prior to and the first scheduled day following a holiday in order to receive the paid holiday unless excused by the Superintendent.

G. Extra Holiday Pay Option

If any school year employee meets the requirements of section E and elects to work the Tuesday after Presidents Day or the Tuesday after Patriots Day, the employee shall receive holiday pay in addition to the additional day of work, provided work is available. An employee who elects to work must be approved based on work availability, prior to working the extra holiday pay option. An employee shall provide written notice to the supervisor indicating the option to work the extra day within two (2) weeks of the requested day.

H. Christmas Eve and New Year's Eve

Custodians may request alternative work hours/shifts on December 24th and/or 31st. Such requests shall not be unreasonably denied. The request must be made at least one week in advance.

ARTICLE 17 **USE OF PERSONAL VEHICLE**

- A. Employees who use their vehicles for school business must receive prior approval from their immediate supervisor for such use in order to be eligible for reimbursement for the use.
- B. Employees who are approved to use their personal vehicle for school business shall be reimbursed for such use at the State of Maine employee rate.

ARTICLE 18 **PERSONNEL FILE**

- A. The Board shall maintain, for official purposes, one (1) personnel file for each employee. This file shall be kept under conditions required by statute and shall contain companies of personnel forms, official correspondence to and/or from the employee, written evaluations and other material relating to the individual's employment.
- B. Employees shall be sent a copy of all material henceforth placed in the file at the same time the material is placed in the file. Anonymous or unattributed material shall not be placed in the file. An employee shall have the right to submit a written response to any material placed in the personnel file. This written response shall then be filed with the appropriate material within fifteen (15) working days.
- C. Employees and/or their designated representative shall have the right to examine their file in the presence of the file's custodian, or that individual's designee, during normal business hours of the office in which the file is kept with a reasonable amount of notice. The employee may obtain a copy of any material in the personnel file at the Board's expense.
- D. No person other than the employee, the employee's representative, the Board when acting as a collective body, or the employee's administrators shall have access to the employee's personnel file unless specific written authorization is granted by the employee.
- E. Any adverse document relating to work performance, except those relating to the safety and/or welfare of others, shall be removed after two (2) years at the request of the employee if there have been no other adverse documents relating to work performance since that time. Adverse

work performance materials and other materials contained in the file may be removed and destroyed at any time by mutual consent between employee and the Superintendent.

ARTICLE 19 **POSITION VACANCIES**

- A. Whenever a job opening occurs for a position within the bargaining unit it shall be posted internally and, if advertised, at the same time it is being advertised externally. Such posting shall be accomplished by placing notices on designated bulletin boards in all departments and schools, in the area close to employee's mail boxes, posted on the District's website and sent via email to all staff. Whenever summer work opportunities are available, they shall be posted in the same manner.
- B. Employees who wish to apply for such vacancies may do so by following the procedure stated in the posting.
- C. Qualified employees who wish to apply for a vacancy will be granted an interview and shall be given first consideration prior to the consideration of an outside applicant. This language shall not be interpreted to mean that a bargaining unit member has any first refusal rights to the position. In all instances, the most qualified applicants will be offered the position.
- D. If an employee in the same job classification as the vacancy applies, the Board or its designee agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. The best-qualified applicant in the judgment of the Board or its designee will be appointed.

ARTICLE 20 **REDUCTION IN FORCE**

- A. The Board agrees to consult with the Association prior to a reduction in force.
- B. In the event the Board determines that a reduction in the workforce is necessary for any reason, employees shall be laid off by seniority, classification based on documented skill(s) and ability(ies) which are relevant to the job requirements, and written performance evaluation.
- C. Some employees are paid with federal funds. When the federal funds are exhausted, the employees who are paid with federal funds shall be laid off except for any employee who has held a regular position in another impact area prior to a federally funded position. In such an

instance the employee shall be included in the prior job classification for the purpose of determining layoff.

D. Employees who are to be laid off shall receive at least three (3) calendar weeks written notice.

E. Impact Areas

1. Education Technician I
2. Education Technician II
3. Education Technician III
4. Secretary
5. Custodian
6. Cook
7. Federally Funded Employees
8. Bus Monitor
9. Van Driver
10. Bus Driver
11. Mechanic
12. Head Mechanic

F. Order of Layoff

1. Except in the case of probationary employees who are not re-employed for the following year, the selection of the employee(s) to be terminated as a result of the elimination of any bargaining unit position(s) shall be as follows:
 2. Within each affected impact area, layoffs will be based on seniority, documented skills, and abilities pertaining to the education of students. The following should apply in the event of a RIF:
 - a. Seniority shall be based upon continuous years of service within the RSU 3 school district and shall run from the most recent date of hire. The tiebreakers with the same amount of continuous years of service shall be the employee with the greater length of total service with the District.
 - b. An employee who transfers from one area to another shall retain all seniority in the prior area in the new assignment.

F. Seniority

Seniority shall be based upon continuous employment within the District from the most recent date of hire. An employee with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months which are not included within the employee's work year. When two or more employees have the same length of continuous service, the employee with the greater length of total service with the District shall be deemed to have the greater seniority. Continuous employment shall not be broken while an employee is on layoff status.

G. Seniority List

The Superintendent shall annually, by October 15th, post a seniority list by impact area. The employee with the greatest seniority shall be listed first and the list shall contain the names of each employee and date of hire. Employees who work in more than one impact area shall be listed within the impact area in which the employee spends the majority of their working time. The list shall be posted in each building and a copy shall be provided to the Association. The Association must notify the Superintendent of any alleged discrepancies in the list no later than thirty (30) calendar days after receipt of the list, otherwise the list shall be deemed to be accurate.

H. Recall list

1. The Superintendent shall notify the Association President of all employees who are to be laid off at the time notice is given to each employee.
2. The Superintendent shall establish a recall list by impact area of all employees who are on layoff status. The recall list shall be posted in each building and a copy shall be provided to the Association President.
3. Employees who work in more than one impact area shall be listed within the impact area in which the employee spends the majority of their working time.
4. Employees who meet or exceed the qualifications for a lower level position, e.g. an Ed Tech III meets the qualifications for an Ed Tech II, shall be placed on the recall lists of those lower level positions and shall be recalled to any position which is available in the lower level(s).

I. Recall

1. Employees shall remain on the recall list for a period of up to twenty-four (24) months from the date of severance. It is the responsibility of the employee to inform the Superintendent in writing of changes in job status and to furnish the Superintendent with

a current mailing address. An employee who refuses an offer of recall shall be removed from the recall list.

2. When a vacancy occurs within a specific impact area, those employees who have lost their position within that specific impact area, or have lost a position in a higher level impact area than the opening, shall be recalled in reverse order of layoff.
3. When a vacancy occurs in another impact area employees shall be given first consideration for that position. First consideration shall mean: notification, interview, and full consideration prior to interviewing outside candidates.

J. Other considerations

1. Employees whose positions have been terminated due to a reduction in force shall be entitled to not more than two (2) days of leave with pay for the purpose of seeking alternative employment. These days are in addition to days granted elsewhere in the Agreement.
2. Any employee who has lost a position as a result of a reduction in force, shall be entitled to continue their insurance coverage under COBRA guidelines, providing that payments for the plan enrolled in according to Board policy are paid in full.
3. No new employees in that classification shall be hired until all employees on layoff status in that classification desiring to return to work have been recalled.
4. All benefits to which the employee was entitled at the time of layoff, including unused accumulated sick leave, shall be restored upon return to active employment.

ARTICLE 21
DISCIPLINE AND DISCHARGE

- A. All non-probationary employees shall be provided just cause for suspensions and discharge.
- B. If a supervisor has reason to reprimand an employee, it shall be done in as confidential a manner as possible.
- C. Whenever an eligible employee is disciplined and/or discharged the following progressive discipline shall be followed:
 1. Discipline

- a. For matters of a less serious nature as determined by the Board's agent, its disciplinary action or measures shall normally include the following:
 - 1. Oral reprimand
 - 2. Written reprimand
 - 3. Suspension either with or without pay (notice to be given in writing prior to action being taken)
 - 4. Discharge
- b. For matters of a more serious nature as determined by the Board's agent, the less severe steps may not necessarily be utilized prior to suspension and/or discharge.
- c. Any non-probationary employee who is suspended or discharged may initiate an appeal at the Superintendent level of the grievance procedure within twenty (20) school days after the employee first became aware of such disciplinary action.

2. Discharge

- a. If the Board or its agent feels that there may be a reason for discharge, the employee may be administratively suspended with pay pending investigation. It is understood that not all instances may warrant a suspension prior to a discharge. In a case warranting a suspension, the employee and the President of the Association will be notified in writing that the employee has been suspended and may be subject to discharge.
- b. If the Board determines that discharge is warranted, the employee shall receive written notification of the discharge with a copy to the Association President.
- c. Whenever an employee is required to appear before the Superintendent and/or Board in a formal disciplinary proceeding which could adversely affect the continuation of that employee's employment, prior written notice shall be given of the reasons for such meeting with the entitlement to have a representative of the Association present for advice during such meeting.

ARTICLE 22 **NOTICE**

A. Employees shall be provided written reasonable assurance each year of the Board's intent to reemploy for the following year. This assurance shall be provided no later than the last payroll date in June.

B. All employees will be notified of their work year and work schedules, building assignments and hourly wage rate for the following year as soon as possible after employees schedules/routes are developed and building assignments made, barring extenuating circumstances.

C. An employee may resign in good standing by providing the Superintendent's Office written notice at least fourteen (14) calendar days in advance of the effective date of the resignation, unless such time is waived by the Board, or its designee. This notice may be waived when the resignation is caused by reason(s) beyond the control of the employee.

ARTICLE 23 FACILITIES

Each employee, whose position requires it, shall be provided with keys necessary to perform their duties.

ARTICLE 24 PROTECTION OF EMPLOYEES

A. The Board shall comply with applicable provisions of Federal, State, and local laws with respect to employment health and safety.

B. When an employee is required to work under conditions which are believed to pose a hazard to their health and/or safety, said conditions shall be called to the attention of the immediate supervisor. The supervisor shall investigate the condition(s) and cause to be corrected any condition(s) which is deemed hazardous. If no hazardous conditions are found to exist, the employee shall be so informed.

ARTICLE 25 MISCELLANEOUS

A. Whenever any notice is required to be given by either party of this Agreement to the other party then the following shall apply:

1. if by the Association to the Board, in care of the Superintendent.
2. if by the Board to the Association, in care of the President of the Association.

B. Any individual contract between the Board and an employee hereafter executed shall be subject to and consistent with this Agreement. The Agreement during its lifetime shall be controlling.

C. Should any provision of this Agreement be found to be contrary to law then such provision shall be deemed null and void, however, all other provisions shall continue in full force and effect.

D. This Agreement incorporates the entire understanding of the parties on all matters which were negotiated. Specific sections of the contract may be opened by mutual agreement of both parties in so far as these specific areas are specified in writing in advance of an agreement by both parties to reconsider those sections only.

E. Special Pay Rate Considerations

1. Building food service managers shall be paid an additional \$0.30 per hour. The RSU 3 Kitchen Service Manager shall be paid an additional \$1.20 per hour.
2. The RSU 3 Lead Custodian shall be paid an additional \$1.20 per hour.
3. Custodians who work on the second shift shall receive an additional \$0.15 per hour. Custodians who work on the third shift shall receive an additional \$0.25 per hour.
4. Employees with primary responsibilities in the life skills program caring for personal hygiene needs of students shall be paid an additional \$5.00 per day.
5. The After-School Monitor shall be paid at a rate of \$15.00 per hour with no benefits.
6. School Nutrition Staff shall be paid an additional \$1.00 per hour for Catering Events. Any non-SNP staff will be paid through a Special Pay Request.
7. Longevity (to be paid in June) will be as follows*:
 - a. 5 years = one week's pay
 - b. 15 years = two week's pay
 - c. 25 years = three week's pay

*Transportation longevity will remain status quo for the 2021-2022 school year. Beginning 2022-2023 school year, transportation longevity will be implemented at the above scale (E7)

F. In consideration of each bus driver that has a bus with an engine heater, the Board shall provide said driver with an annual payment of one hundred dollars (\$100) to defray the cost of electricity. If a driver's employment situation changes during the year, the Superintendent may adjust this payment downward. The District shall provide timers for engine heaters.

G. When there is no substitute available and a support educator is asked to substitute for a teacher for a full day or more, The pay rate will be at the regular hourly rate plus two (2) dollars

per hour. Effective as of the first day of working in the position, provided the educational technician's approved time sheet reflects the substitute assignment.

H. Clothing Allowance

1. RSU 3 shall provide kitchen personnel with aprons/ smocks as needed for kitchen work. Each kitchen employee shall be eligible to purchase approved safety shoes from an established vendor that will accept a district purchase order, not to exceed \$150 annually.
2. Mechanics shall be allowed up to \$200 annually for OSHA approved safety shoes and coveralls. The mechanic shall provide the written receipt to the Operations Director for reimbursement.

ARTICLE 26 **DURATION**

- A. This agreement shall be effective as of September 1, 2021 and shall expire at midnight on August 31, 2024 unless extended mutually in writing by the parties.
- B. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective President and Chairman and attested to by their respective secretaries this 14th day of June, 2021.

RSU 3 SUPPORT EDUCATORS
ASSOCIATION

By: K. P. H.
Association President

Date: 12/13/21

RSU 3 BOARD OF
DIRECTORS

By: J. L. Clegg, Jr.
Board Chair

Date: 12/13/21

SCHEDULE A

2021-2022 Hourly Pay Scale

	Ed Tech I	Ed Tech II	Ed Tech III	Elem/ Guidance Secretary	MS/HS Secretary	Cooks	Custodian
6mos-1yr	\$13.75	\$15.25	\$17.50	\$14.50	\$15.00	\$13.75	\$13.75
2 - 4 yr	\$14.25	\$15.75	\$18.00	\$15.00	\$15.50	\$14.25	\$14.25
5 - 7 yr	\$14.75	\$16.25	\$18.50	\$15.50	\$16.00	\$14.75	\$14.75
8 - 10 yr	\$15.25	\$16.75	\$19.00	\$16.00	\$16.50	\$15.25	\$15.25
11 -14 yr	\$15.75	\$17.25	\$19.50	\$16.50	\$17.00	\$15.75	\$15.75
15 yr +	\$16.25	\$17.75	\$20.00	\$17.00	\$17.50	\$16.25	\$16.25

	Bus Driver	Trip Bus Driver	Van Driver	Monitor	Mechanic	Head Mechanic
6mo-3 yr	\$17.00	\$16.00	\$15.50	\$13.00	\$18.00	\$21.00
4 - 6 yr	\$17.50	\$16.50	\$16.00	\$13.50	\$18.50	\$21.50
7 - 9 yr	\$18.00	\$17.00	\$16.50	\$14.00	\$19.00	\$22.00
10 - 12 yr	\$18.50	\$17.50	\$17.00	\$14.50	\$19.50	\$22.50
13 yr +	\$19.00	\$18.00	\$17.50	\$15.00	\$20.00	\$23.00

2022-2023 Hourly Pay Scale

	Ed Tech I	Ed Tech II	Ed Tech III	Elem/Guidance Secretary	MS/HS Secretary	Cooks	Custodian
6mos-1yr	\$14.75	\$16.40	\$18.90	\$16.00	\$16.75	\$14.80	\$14.80
2 - 4 yr	\$15.25	\$16.90	\$19.40	\$16.50	\$17.25	\$15.30	\$15.30
5 - 7 yr	\$15.75	\$17.40	\$19.90	\$17.00	\$17.75	\$15.80	\$15.80
8 - 10 yr	\$16.25	\$17.90	\$20.40	\$17.50	\$18.25	\$16.30	\$16.30
11 -14 yr	\$16.75	\$18.40	\$20.90	\$18.00	\$18.75	\$16.80	\$16.80
15 yr +	\$17.25	\$18.90	\$21.40	\$18.50	\$19.25	\$17.30	\$17.30

	Bus Driver	Trip Bus Driver	Van Driver	Monitor	Mechanic	Head Mechanic
6mo-3 yr	\$18.40	\$17.40	\$16.70	\$14.00	\$19.50	\$22.50
4 - 6 yr	\$18.90	\$17.90	\$17.20	\$14.50	\$20.00	\$23.00
7 - 9 yr	\$19.40	\$18.40	\$17.70	\$15.00	\$20.50	\$23.50
10 - 12 yr	\$19.90	\$18.90	\$18.20	\$15.50	\$21.00	\$24.00
13 yr +	\$20.40	\$19.40	\$18.70	\$16.00	\$21.50	\$24.50

2023-2024 Hourly Pay Scale

	Ed Tech I	Ed Tech II	Ed Tech III	Elem/ Guidance Secretary	MS/HS Secretary	Cooks	Custodian
6mos-1yr	\$15.75	\$17.40	\$19.90	\$17.25	\$18.00	\$15.75	\$15.75
2 - 4 yr	\$16.35	\$18.00	\$20.50	\$17.75	\$18.50	\$16.35	\$16.35
5 - 7 yr	\$16.95	\$18.60	\$21.10	\$18.25	\$19.00	\$16.95	\$16.95
8 - 10 yr	\$17.55	\$19.20	\$21.70	\$18.75	\$19.50	\$17.55	\$17.55
11 -14 yr	\$18.15	\$19.80	\$22.30	\$19.25	\$20.00	\$18.15	\$18.15
15 yr +	\$18.75	\$20.40	\$22.90	\$19.75	\$20.50	\$18.75	\$18.75

	Bus Driver	Trip Bus Driver	Van Driver	Monitor	Mechanic	Head Mechanic
6mo-3 yr	\$19.75	\$18.75	\$18.00	\$15.20	\$21.00	\$24.35
4 - 6 yr	\$20.25	\$19.25	\$18.50	\$15.70	\$21.50	\$24.85
7 - 9 yr	\$20.75	\$19.75	\$19.00	\$16.20	\$22.00	\$25.35
10 - 12 yr	\$21.25	\$20.25	\$19.50	\$16.70	\$22.50	\$25.85
13 yr +	\$21.75	\$20.75	\$20.00	\$17.20	\$23.00	\$26.35

SCHEDULE B

Starting after September 1, 2018, new stipend positions may be created and added to this schedule. Upon request by the Association, the Superintendent will meet by March 1st annually to review all stipends. The Superintendent will determine which new stipends, if any, will be proposed to the School Board for funding. The following payments are listed as percentage indices calculated by applying the percentage index to step one of the previous year's BS scale of the Teachers Salary Scale contained in Schedule A.

Schedule B stipend factors 2020/2021		Schedule B stipend factors 2021/2022		Schedule B stipend factors 2022/2023	
High School Sports		High School Sports		High School Sports	
Assistant Coach	6.0%	Assistant Coach	5.90%	Assistant Coach	5.80%
Baseball JV	7.0%	Baseball JV	6.90%	Baseball JV	6.80%
Baseball Varsity	11.5%	Baseball Varsity	11.40%	Baseball Varsity	11.30%
Basketball JV	9.0%	Basketball JV	8.90%	Basketball JV	8.80%
Basketball Varsity	13.5%	Basketball Varsity	13.40%	Basketball Varsity	13.30%
Cheering Fall	5.0%	Cheering Fall	4.90%	Cheering Fall	4.80%
Cheering Winter	8.5%	Cheering Winter	8.40%	Cheering Winter	8.30%
Field Hockey JV	8.0%	Field Hockey JV	7.90%	Field Hockey JV	7.80%
Field Hockey Varsity	11.5%	Field Hockey Varsity	11.40%	Field Hockey Varsity	11.30%
Football JV	6.0%	Football JV	5.90%	Football JV	5.80%
Football Varsity	12.5%	Football Varsity	12.40%	Football Varsity	12.30%
Golf	6.5%	Golf	6.40%	Golf	6.30%
Soccer JV	6.0%	Soccer JV	5.90%	Soccer JV	5.80%
Soccer Varsity	10.5%	Soccer Varsity	10.40%	Soccer Varsity	10.30%
Softball JV	7.0%	Softball JV	6.90%	Softball JV	6.80%
Softball Varsity	11.5%	Softball Varsity	11.40%	Softball Varsity	11.30%
Track Outdoor	11.5%	Track Outdoor	11.40%	Track Outdoor	11.30%

Unified	2.0%	Unified	2.00%	Unified	2.00%
Wrestling	11.5%	Wrestling	11.40%	Wrestling	11.30%
High School Co-Curricular		High School Co-Curricular		High School Co-Curricular	
Art Club	2.5%	Art Club	2.40%	Art Club	2.30%
Broadcasting (AV) #1	6.5%	Broadcasting (AV) #1	6.40%	Broadcasting (AV) #1	6.30%
Broadcasting (AV) #2	6.5%	Broadcasting (AV) #2	6.40%	Broadcasting (AV) #2	6.30%
Chamber Singers**	8.0%	Chamber Singers**	7.90%	Chamber Singers**	7.80%
Civils Rights Club	2.5%	Civils Rights Club	2.40%	Civils Rights Club	2.30%
Class Advisor - 10th	2.5%	Class Advisor - 10th	2.40%	Class Advisor - 10th	2.30%
Class Advisor - 11th	3.0%	Class Advisor - 11th	2.90%	Class Advisor - 11th	2.80%
Class Advisor - 12th	3.0%	Class Advisor - 12th	2.90%	Class Advisor - 12th	2.80%
Class Advisor - 9th	2.5%	Class Advisor - 9th	2.40%	Class Advisor - 9th	2.30%
Drama & One-Act	10.0%	Drama & One-Act	9.90%	Drama & One-Act	9.80%
Envirothon	3.0%	Envirothon	2.90%	Envirothon	2.80%
Fencing Club	2.5%	Fencing Club	2.40%	Fencing Club	2.30%
GAPP	8.0%	GAPP	7.90%	GAPP	7.80%
Graduation Coordinator	6.0%	Graduation Coordinator	5.90%	Graduation Coordinator	5.80%
GSA Club	2.5%	GSA Club	2.40%	GSA Club	2.30%
Library Club	2.5%	Library Club	2.40%	Library Club	2.30%
Math Team Advisor	4.5%	Math Team Advisor	4.40%	Math Team Advisor	4.30%
NHS Advisor	3.0%	NHS Advisor	2.90%	NHS Advisor	2.80%
Outing Club	3.5%	Outing Club	3.40%	Outing Club	3.30%
Peace Jam	4.0%	Peace Jam	3.90%	Peace Jam	3.80%
Performance Band**	5.5%	Performance Band**	5.40%	Performance Band**	5.30%

Performance Chorus**	5.5%	Performance Chorus**	5.40%	Performance Chorus**	5.30%
Project Graduation	5.5%	Project Graduation	5.40%	Project Graduation	5.30%
Student Council	2.5%	Student Council	2.40%	Student Council	2.30%
Yearbook	8.0%	Yearbook	7.90%	Yearbook	7.80%
Department Heads - 3% stipend plus \$100.00 per FTE under supervision.	Department Heads - 3% stipend plus \$100.00 per FTE under supervision.		Department Heads - 3% stipend plus \$100.00 per FTE under supervision.		

Schedule B stipend factors 2020/2021		Schedule B stipend factors 2021/2022		Schedule B stipend factors 2022/2023	
Middle School Sports		Middle School Sports		Middle School Sports	
Assistant Coach	4.0%	Assistant Coach	3.90%	Assistant Coach	3.80%
Baseball	5.0%	Baseball	4.90%	Baseball	4.80%
Basketball	6.0%	Basketball	5.90%	Basketball	5.80%
Cheering Fall	5.0%	Cheering Fall	4.90%	Cheering Fall	4.80%
Cheering Winter	6.0%	Cheering Winter	5.90%	Cheering Winter	5.80%
Football	5.0%	Field Hockey	4.90%	Field Hockey	4.80%
Field Hockey	6.0%	Football	5.90%	Football	5.80%
Outdoor track	5.0%	Outdoor track	4.90%	Outdoor track	4.80%
Soccer	5.0%	Soccer	4.90%	Soccer	4.80%
Softball	5.0%	Softball	4.90%	Softball	4.80%
Unified	1.0%	Unified	1.00%	Unified	1.00%
Wrestling	4.0%	Wrestling	3.90%	Wrestling	3.80%
Middle School Co- Curricular		Middle School Co- Curricular		Middle School Co- Curricular	
Art Club	3.5%	Art Club	3.40%	Art Club	3.30%

Drama	5.5%	Drama	5.40%	Drama	5.30%
Performance Chorus**	3.0%	Performance Chorus**	2.90%	Performance Chorus**	2.80%
Newspaper	2.5%	Newspaper	2.40%	Newspaper	2.30%
Performance Band**	3.0%	Performance Band**	2.90%	Performance Band**	2.80%
Student Council	2.5%	Student Council	2.40%	Student Council	2.30%
Yearbook	2.5%	Yearbook	2.40%	Yearbook	2.30%
8th grade advisor	5.0%	8th grade advisor	4.90%	8th grade advisor	4.80%
MS Team Leaders - 2.0% plus number of full time equivalent teachers under supervision multiplied by \$100.00		MS Team Leaders - 2.0% plus number of full time equivalent teachers under supervision multiplied by \$100.00		MS Team Leaders - 2.0% plus number of full time equivalent teachers under supervision multiplied by \$100.00	
District Wide		District Wide		District Wide	
Certification Committee Chair	9.0%	Certification Committee Chair	8.90%	Certification Committee Chair	8.80%
Certification Committee Member	7.0%	Certification Committee Member	6.90%	Certification Committee Member	6.80%
Teacher Mentors	1.5%	Teacher Mentors	1.50%	Teacher Mentors	1.50%
Intramural Activities hourly Stipend	\$15/hr	Intramural Activities hourly Stipend	\$15/hr	Intramural Activities hourly Stipend	\$15/hr