

AGREEMENT

Between the

BRUNSWICK SCHOOL BOARD

And the

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

July 1, 2026 through June 30, 2029

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This Agreement is made and entered into this 11th day of February, 2026 by and between the BRUNSWICK SCHOOL BOARD of the Town of Brunswick, County of Cumberland, and State of Maine, hereinafter referred to as "SCHOOL BOARD," and LOCAL 2010-UNIT 01, COUNCIL NO. 93, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "UNION."

1. PREAMBLE: Pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Chapter 9-A, Title 26, MRSA), the parties have entered into this Agreement in order to establish mutual rights, preserve proper employee morale, and promote effective school operations.

2. RECOGNITION:

(a) The Board hereby recognizes the Union as the sole and exclusive representative for the purposes of bargaining with respect to wages, hours, and other terms and conditions of employment for employees of the Board working at least twenty (20) hours per week in the following job classifications:

- Head Mechanic
- Mechanics
- Head Groundskeeper
- Head Custodian
- Night Watchman
- Bus Driver
- Custodian
- Groundskeeper
- Regular Van Driver
- Maintenance Worker

but specifically excluding all temporary, seasonal, on-call, and substitute personnel (including substitute van drivers), department secretaries and the Director of Facilities Management and the Director of Transportation.

(b) A "Regular Van Driver" is an individual whose primary job responsibility includes operating a school van for at least twenty (20) hours per week on a consistent basis, who is assigned a regular van route and performs van driving duties as part of an established schedule. The definition explicitly excludes individuals who work as van drivers only on a temporary, fill-in, or sporadic basis, including those who cover routes occasionally without maintaining a consistent driving schedule (so called "substitute van drivers").

3. NO DISCRIMINATION BY PARTIES: Employees covered by this Agreement shall have all rights afforded under Section 963 of Chapter 9-A, Title 26, MRSA.

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

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

The Board and the Union agree that neither party will discriminate against any member of the bargaining unit based on any characteristic protected by law. Reference is made to Board policy AC, which prohibits such conduct. This provision is included solely for informational purposes and shall not be subject to the Grievance Procedure.

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

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

5. TIME OFF WHILE PERFORMING UNION DUTIES: The Union Chief Steward or designee (see note) shall be allowed time off for meetings with School Department officials concerning union business, provided, in the judgment of the Superintendent of Schools or their designee, said time off does not interfere with workflow requirements. The Chief Steward or designee shall not leave that employee's regularly assigned work in order to investigate a grievance without first obtaining approval from that employee's supervisor. Nothing herein shall be interpreted to prohibit any individual from conducting union business on their own time.

The Chief Steward or designee shall be allowed time off with pay during the employee's regular shift working hours to attend mutually scheduled meetings for the purposes investigating disciplinary matters and grievances and to attend labor / management meetings with the Superintendent or their designee, up to a maximum of sixty (60) minutes per incident, but not to exceed three (3) hours per week, except with the written permission of the Superintendent of Schools or designee.

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

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

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

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

In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be discharged by the School Board.

8. GRIEVANCE PROCEDURE:

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which from time to time may arise affecting the meaning or application of the 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 Union, provided the adjustment is not inconsistent with the terms of Agreement.

B. Definitions

1. A "grievance" is: A "dispute between the parties as to the meaning or application of the specific terms of the collective bargaining agreement."
2. An "aggrieved party" is the employee or employees making the claim, or the Union.
3. A "party in interest" is the employee making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean working days.

C. Time Limits

1. The number of days indicated at each level should be considered as maximum and every reasonable effort, consistent with the best interests of both parties and the system, should be made to expedite the process. The time limits may be extended by mutual agreement in writing by the parties.

2. All grievances shall be commenced not later than thirty (30) days after the occurrence of the event giving rise to the grievance or within thirty (30) days after the time such event became known or should have been known to the Union or to the employees concerned, whichever shall be later. Failure to assert a grievance within the specified time frame shall constitute a waiver of the grievance.

D. Informal Procedure

If an employee feels that they may have a grievance, they must first discuss the matter with the Director of Facilities Management or Director of Transportation in an effort to resolve the problem informally.

E. Formal Procedure

1. Level One - Director

a. If an aggrieved party is not satisfied with the outcome of any informal procedures they may have followed and wish to pursue the grievance, they must present their claim as a formal grievance in writing on a mutually agreed upon form to their director or other appropriate administrator with jurisdiction there over.

b. The director or other appropriate administrator shall, within five (5) days after receipt of the written grievance, render their decision and the reasons therefore in writing to the aggrieved party.

2. Level Two - Superintendent of Schools

a. If the aggrieved party is not satisfied with the resolution of the grievance at Level One and wish to pursue the grievance, they must within five (5) days submit it to the Superintendent at Level Two.

b. The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the aggrieved party for the purpose of resolving the grievance.

c. The Superintendent shall, within five (5) days after the meeting, render their decision and the reasons therefore in writing to the aggrieved party.

3. Level Three - School Board

a. If the aggrieved party is not satisfied with the resolution of the grievance at Level Two and wish to pursue the grievance, they may, within five (5) days after receiving the

Superintendent's response, request in writing a meeting on the matter before the Board.

b. The Board shall, within ten (10) days after receipt of the appeal, meet with the aggrieved party for the purpose of reviewing the grievance.

c. The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved party.

4. Level Four - Impartial Arbitration

a. If the aggrieved party is not satisfied with the disposition of the grievance at Level Three, they may within five (5) days, submit a written request to the Union that their grievance be submitted to arbitration. The Union shall within five (5) days after receipt of such a request, if the Union formally determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by notifying the School Board in writing.

b. The Chair of the Board and the Union President, or their respective designees, shall, within ten (10) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence which may include the use of the Maine State Board of Arbitration and Conciliation. In the event, they are unable to agree upon an arbitrator within seven (7) working days of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association in accordance with the rules of said Association, then in full force and effect.

c. The arbitrator selected shall confer promptly with the representative of the Board and the Association and shall hold such further hearings with the Association and Board as they shall deem requisite.

d. The arbitrator shall, as soon as practicable after their selection, render their decision in writing to the parties in interest, the Union and the School Board, setting forth their findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make a decision which requires the commission of an act prohibited by law or which is violative of Agreement. The decision of the arbitrator shall be final and binding on the parties, subject to judicial review as provided by statute, and the arbitrator shall be requested to issue the arbitration decision within thirty (30) days after the conclusion of testimony and argument.

e. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available until all remedies under this Article are exhausted.

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

F. Rights of Employees to Representation

Any party in interest may be represented at Levels One, Two, and Three of the formal grievance procedure by a representative of the Union. When an employee is not represented by the Union, the Union shall have the right to be represented by its designee who shall have the opportunity, at the conclusion of any meetings held under this procedure, to make an oral or written statement of the Union's position. The Union shall have a period of twenty-four (24) hours from the end of any such meeting to submit its statement.

G. Group Grievance

If a grievance affects a group or class of employees, following the required informal step, the Union may submit such grievance in writing to the Superintendent with a copy to the Director or other appropriate administrators directly involved, and the processing of such grievance shall be commenced at Level Two. The Union may process such a grievance through all levels of the grievance procedure.

H. Filing

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

I. Forms

Forms for filing and processing grievances, and other necessary documents, shall be prepared by the Superintendent or their designee, with the approval of the Union, and made available to the Union so as to facilitate operation of the grievance procedure.

J. Meetings

Any meetings or hearings under this procedure shall be conducted in closed session and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this grievance procedure.

9. SAVINGS CLAUSE: If any provision of this Agreement shall be found to be contrary to any town ordinance or found to be contrary to law by a competent court of law having jurisdiction, such invalidity shall not affect the validity of the remaining provisions of this Agreement.
10. WAGES AND COMPENSATION:
 - a. Full-time employees covered by this Agreement shall be paid their compensation on a biweekly basis in accordance with the wage schedule in Appendix A accompanying and being part of this Agreement. The Superintendent shall notify the Union Chairperson of new hires and their rates of pay, and transfers.
 - b. Part-time employees covered by this Agreement must work at least 20 hours per week and shall receive prorated salary and benefits based upon time worked

compared to forty hours.

- c. The parties agree that the District shall have the discretion to offer a one-time recruitment/signing bonus to newly hired Commercial Driver's License (CDL) bus drivers or newly hired Certified Mechanics (with their state inspection license) to aid in recruitment efforts, subject to the following conditions:
 1. For purposes of eligibility, "*newly hired*" shall mean an individual who has not been employed by the Brunswick School Department in any capacity during the preceding 365 calendar days.
 2. No recruitment bonus shall exceed the gross sum of \$2,500. The recruitment bonus will be paid in four (4) equal installments of \$625.00 each, in accordance with the following conditions and the following schedule:
 1. Upon completion of ninety (90) calendar days of full-time employment, the first installment of \$625.00 will be earned. Such amount shall be paid in the next regularly scheduled pay period following the 90-day mark.
 2. Upon completion of one hundred eighty (180) calendar days of full-time employment, the second installment of \$625.00 will be earned. Such amount shall be paid in the next regularly scheduled pay period following the 180-day mark.
 3. Upon completion of two hundred seventy (270) calendar days of full-time employment, the third installment of \$625.00 will be earned. Such amount shall be paid in the next regularly scheduled pay period following the 270-day mark.
 4. Upon completion of three hundred sixty (360) calendar days of full-time employment, the fourth and final installment of \$625.00 will be earned. Such amount shall be paid in the next regularly scheduled pay period following the 360-day mark.
 3. Eligibility for each installment is contingent upon the newly hired employee remaining in good standing and continuously employed in a full-time CDL bus driver position with the Brunswick School Department at the time each payment is due.
 4. The District shall have the flexibility, depending on the Superintendent's perception of the changing labor market, to offer no recruitment bonus.
 5. The District shall inform the Association President of each recruitment bonus payment made to any newly hired employee pursuant to this Agreement. Upon request, the District will provide copies of any advertisements made relative to the recruitment bonus program.
 6. All recruitment bonus payments shall be subject to applicable taxes and other required withholdings.

11. OVERTIME:

- a. Employees covered by this Agreement shall receive overtime pay at one and one-half times their applicable hourly rates for all hours worked in excess of forty

(40) hours per week or in excess of eight (8) hours worked per day. Holiday leave will be considered time worked and included in the calculation of overtime. For the sake of clarity, all other leave such as paid sick leave, vacation leave, or other leaves (whether with or without pay) shall not be considered time worked for purposes of computing overtime.

- b. If the Director requires an employee to report to work during non-scheduled work time (i.e. an employee being directed to work while on approved vacation leave, or to report to work on a non-scheduled weekend day), the employee will receive overtime pay at one and one-half times their applicable hourly rate for hours worked on that assignment on that day.
- c. The School Board, at its discretion, may establish a four (4) day work week during the summer recess and/or school vacation periods. In weeks where this schedule is in effect, overtime pay shall be for all hours in excess of forty (40) hours per week or in excess of ten (10) hours per day.
- d. The applicable Director will determine if and when overtime work will occur and will determine the duration of the overtime work. When overtime work is necessary, the School Board or its designee will make every reasonable effort to distribute overtime equitably among the regular, full-time employees within their respective classifications who possess the skills necessary to complete the work needed, except that trips will first be offered to full-time Bus Drivers, provided that the employee is capable of performing the work. However, the School Board or its designee will not make such reasonable efforts in cases where employees refuse overtime work. Refusal of trips posted after twelve (12) noon the day before the trip will not be considered a refusal for purposes of rotation but will be considered regular overtime trips and will be filled by volunteers, by the rotation list of full-time Bus Drivers first, Full-Time Van Drivers second, part-time employees third and spare drivers fourth. The School Board or its designee will make available information on overtime distribution at the request of the Union.
- e. If the Union believes that the School Board is not making every reasonable effort to distribute overtime equitably and make accurate postings, then, upon request, the Superintendent of Schools will meet the officers of the Union to discuss Union suggestions for the improvement of the School Board's or its designee's procedure.
- f. No Pyramiding. There shall be no pyramiding or duplication of compensation by reason of any overtime or holiday or other premium pay provision of this Agreement. This is understood to mean that employees cannot get additional overtime pay on overtime hours that have already been paid at an overtime or premium rate.
- g. Call-Back Pay Employees called back to work shall receive a minimum of three (3) hours per day for the work for which they are called back or may receive one and one-half (1 1/2) times their base hourly rate, whichever is greater, but not both. This provision applies only when such call-back hours result in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. This provision does not apply to scheduled overtime.

12. HIGHER PAY FOR TEMPORARY ASSIGNMENTS TO HIGHER CLASSIFICATIONS:

- a. Any employee who is temporarily assigned to work of a higher classification, for which a

higher rate of pay is applicable, shall receive such higher rate of pay or a minimum of 5% above the employee's existing rate of pay for all hours worked in the higher classification.

- b. Any claim for higher wages under this provision shall be deemed waived unless the employee gives the Director of Facilities Management or Director of Transportation written notice of the employee's failure to receive such higher wages within fifteen (15) working days following the payday for the period during which the assignment was made.
 - c. The provisions of this section shall not apply to temporary assignments during school vacation periods or while substituting for a building head custodian for periods of 5 consecutive days or less. On the 6th consecutive day, higher class pay will be retroactive to the 1st day of the higher class assignment.
 - d. An employee may be temporarily assigned to work in any position of the same or lower class grade without a change in pay. As an exception to this general rule, if a custodian scheduled for the night shift is temporarily directed to work a day shift, then that employee shall continue to receive their night shift differential for the hours worked during the day shift.
13. HOLIDAYS: The following holidays shall be paid holidays for all employees covered by this Agreement:

- 1. New Year's Day
- 2. Martin Luther King Day
- 3. Washington's Birthday
- 4. Patriot's Day
- 5. Memorial Day
- 6. Juneteenth National Independence Day
- 7. Independence Day
- 8. Labor Day
- 9. Indigenous Peoples' Day
- 10. Veteran's Day
- 11. Thanksgiving Day and following day
- 12. Christmas Day
- 13. The day before or day after Christmas as determined by the Superintendent of Schools

In addition to the holidays listed above, any special holiday(s) declared by the President of the United States or the Governor of the State of Maine shall be allowed as an additional paid holiday for all bargaining unit members.

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

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

Holiday Pay:

- 1. Holiday pay will be paid at an employee's straight time rate of pay.
- 2. Employees who are called in to work on an observed holiday shall be paid time and one-half for all hours worked during the normal eight (8) hour work period and a double time premium for all hours worked in excess of eight (8) hours.

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

14. VACATIONS:

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

From the 1st year through the 6th year	1.25 days per month
Beginning with the 7th year through completion of the 11th year	1.5 days per month
Beginning with the 12th year through completion of the 14th year	1.75 days per month
Beginning with the 15th year through completion of the 19th year	2.0 days per month
Beginning with the 20th year	2.25 days per month

- b. In the event that a person's employment terminates prior to completion of the one-year probationary period, the employee shall not be eligible for any vacation benefits. Any compensation paid for vacation days used but has not been earned by a probationary employee who terminates prior to completion of one-year probationary period will be deducted from final pay. Vacation shall be determined on the basis of consecutive periods of employment in position(s) covered by this contract or preceding contracts and calculated as of the employee's anniversary date of employment.
- c. For the purpose of this Article, entitlement shall mean the amount of vacation which an employee will earn in the 12-month period following the employee's anniversary date of employment in a given year. For the purpose of determining the initial entitlement, employees whose anniversary dates of employment occur on or before the 15th day of a month shall receive full vacation credit for the month and employees whose anniversary date falls after the 15th day of the month shall receive 1/2 vacation credit for the month.
- d. Employees, other than probationary employees, may be allowed vacation time up to the amount of their entitlement for the year during the summer months with the understanding that, should their employment terminate during the year, their pay will be adjusted to reflect that vacation which is earned through the date of termination.
- e. Although employees are encouraged to use their vacation in the year in which it is earned, employees may carry over up to 10 accrued but unused days to be used in the following contract year. If an employee is denied the opportunity to take vacation days that would be lost due to this 10-day carryover clause before the end of the contract year, the employee shall be eligible to carry those denied additional

days into the next contract year.

- f. Scheduling: Vacations shall be approved and scheduled by the Director of Facilities Management and the Director of Transportation following consultation with the employees. Vacation requests must be in writing and submitted at least 15 days prior to vacation time requested. Approval or disapproval shall be given to the employee within seven (7) working days after a written request. Any request not responded to within seven (7) days shall be deemed as granted except for non-school days. For non-school days vacation requests must be in writing and submitted at least two (2) calendar days prior to vacation time requested. Seniority of employees within job classifications will be the basis for giving preference in scheduling vacations.
- g. Exceptions to the above vacation scheduling procedure may be granted by the superintendent in special circumstances where the fifteen (15) day prior notice is not possible. The superintendent's decision will be final.
- h. Vacation may be taken on days when school is in session. Vacation days may be taken in hourly increments, or one-half day, or full day.

15. INSURANCE AND RETIREMENT:

- a. 1. Medical Insurance: The Board will pay on behalf of each employee eligible for and participating the amounts specified in Appendix B toward the cost of a group health and major medical insurance plan approved by the Board. For school-year employees, the School Board will contribute toward ten (10) months coverage. A school-year employee will be allowed to continue coverage over the summer months at the employee's expense.

Contribution rates effective for employees hired prior to July 1, 2022:

Employer – 85% of the premium they are eligible for

Employee – 15% of the premium they are eligible for

Contribution rates effective for employees hired after to July 1, 2022:

Employer – 85% of the Choice Plan

Employee – the remaining cost of their selected plan

2. Dental Insurance: The School Board shall offer single dental coverage to employees. The School Board will pay 90% of the premium of the dental single coverage. The employee shall be responsible for the balance of any premium.

- b. Workers' Compensation:

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

- c. Social Security: The School Board agrees to continue to provide Social Security coverage for the employees covered by this Agreement.
- d. Retirement: The School Board agrees to participate in the Maine State Retirement System's Participating Local District Plan that includes a cost of living adjustment, for employees covered by this agreement.
- e. The School Board agrees to match up to six percent (6%) of wages earned on the first forty (40) hours in each work period for employees who participate in a tax-deferred retirement program and who are non-contributing or not members of the Maine Public Employees Retirement System.
- f. Returning retirees: When a PLD employee retires and returns to work thus triggering the School Board's obligation to pay up to 5% of the employee's gross earnings to MainePERS, the School Board shall not be required to offer any additional matching contribution or retirement payment.

16. REGULAR HOURS OF WORK:

- a. The regular work week for full-time custodians shall consist of five (5) consecutive days, Monday through Friday inclusive, except as noted herein. The regular hours of work for full-time custodians shall be an eight (8) consecutive hour shift, excluding interruptions for lunch or meal periods. Regular hours of work for custodians shall be posted by the Director of Facilities Management, stating employees' starting and quitting times of their work day. Except for unusual circumstances as determined by the Superintendent of Schools, such as power outages, natural disasters, and building construction projects, any custodian shall have five (5) days' notice of any change in schedule. For the purpose of this section, Bus Drivers are considered custodians during the summer recess and school vacations and will suffer no reduction in pay during those times. The Board, at its discretion, may schedule custodians on a four-day week during the summer recess and school vacation periods. In the event a four-day week is implemented for any employees, they shall be scheduled for four consecutive days of ten consecutive hours each, excluding interruptions for lunch or meal periods. When employees are working a 4-day-per-week, 10-hour-a-day shift, they will be permitted to take 10 hours of approved vacation time to cover their entire shift. The regular work day and work year for school year bus drivers shall consist of two hundred ten (210) days each school year.
- b. The regular work days and work hours of Bus Drivers, Custodians, Head Custodians, Head Groundskeeper, Night Watchman, Groundskeepers, Van Drivers, and Maintenance Workers shall be determined by the Superintendent of Schools or designee.
- c. Lunch or meal periods shall be one-half (1/2) hour in the middle of the work period. Morning and afternoon coffee or rest breaks of fifteen (15) minutes maximum duration shall be granted, but no such break need be granted during periods of emergency operation. The employees will be provided with a written copy of the

district Emergency Management Plan, receive training appropriate to that plan and have membership on any district committee regarding the plan.

- d. The School Board shall provide meals to any bus drivers who are on a regular overtime trip at a maximum of \$18.25 per meal unless otherwise approved in advance. Any bus drivers who are out of town on a regular overtime trip for more than eight (8) hours shall receive reimbursement for up to 2 meals per trip. The maximum will be increased by \$1.00 per year for each year this contract is in force. Itemized receipts are required for all reimbursements over \$10.00.

17. SICK LEAVE:

- a. Sick leave shall accrue at the rate of one and one quarter (1 1/4) days for each full calendar month of service to a maximum of one hundred thirty-five (135) days.
- b. Sick leave may be used only in the following cases:
 - i. Personal illness or physical incapacity of such a degree to render the employee unable to perform the duties of the employee's position, or for medically related appointments. If requested by the Superintendent or the Superintendent's designee, upon the employee's return to work, the employee shall furnish the Superintendent or the Superintendent's designee a certificate from the attending physician after three (3) consecutive working days of absence or whenever there is a concern regarding any employee whose absenteeism may indicate a pattern of sick leave misuse. In the situation where a Family Medical Leave may apply, the Human Resource personnel may contact an employee during their absence.
 - ii. Attendance upon members of the immediate family or significant other, as defined in Article 19 – Bereavement leave of the employee when their illness requires care by such employee, not to exceed fifteen (15) days per year. If requested, the employee shall furnish the Superintendent or the Superintendent's designee a certificate from the attending physician.
- c. The Board shall provide each employee with an up-to-date accounting of the employee's accrued leave (sick, vacation, and general) on the employee's pay stub each pay period.
- d. Family Medical Leave: The Board shall observe all provisions in accordance with the Family Medical Leave Act and Maine Family Leave Act. It is understood that FMLA leave and leave provided under this Agreement shall run concurrently and that the Board shall have the right to substitute any paid leave under this Agreement for unpaid leave under the FMLA.

18. GENERAL LEAVE: All year round and school year employees shall have up to three (3) days leave of absence per year with pay for urgent matters which cannot be conducted outside the regular work day, therefore requiring absence from work. General days may be used on days school is canceled unless staff are needed for snow removal as determined by the Director of Facilities Management, a maximum of two employees per school can be

required, and may also be used in one (1) hour increments. The use of general leave days may not be used to extend vacation time or for recreational type activities. Application to the Superintendent through the Director of Facilities Management or Director of Transportation for such leave shall be made in writing at least one (1) week in advance. The applicant shall state the reasons for requesting such leave. In case of emergency, the one (1) week notification may be waived by the Superintendent.

19. BEREAVEMENT LEAVE: Up to five (5) days with pay may be taken for each death in the employee's immediate family. It is understood that the purpose of bereavement leave is to allow personal participation in services held for the decedent or to manage details relating to the service or burial. Immediate family shall be defined as: spouse, domestic partner, child, stepchild, parents, brothers, sisters, parents-in-law, sons and daughters-in-law, life partner, and grandparents, grandchild, step-parent, step-sibling, grandparent-in-law, life partner, or other persons at the discretion of the Superintendent in individual cases.
20. LEAVE OF ABSENCE:
 - a. An employee who has had at least two years of continuous employment with the Brunswick School Department may request an unpaid leave of absence for up to one year for reasons such as, but not restricted to, personal health, care of seriously ill members of the immediate family, child-rearing. The granting of such leave shall be at the discretion of the Superintendent of Schools providing such decision is not arbitrary or capricious. Denial of a request by the Superintendent may be appealed to the School Board by the employee or the employee's representative. In such cases, the Board's decision shall be final.
 - b. This provision shall not be subject to the grievance procedure. Upon return to work, employees granted leave under this provision shall not suffer a loss of benefits such as sick leave or seniority accumulated prior to the leave being granted. Additional benefits shall not be accumulated during the leave, however. An individual granted a leave of absence shall be returned to the employee's original position if available or to a substantially equivalent position. The employee shall be eligible for continued coverage under group insurance plans during the leave providing the employee bears the entire cost of the insurance to the extent allowed by the insurer.
 - c. Employees with three consecutive years of employment may apply for unpaid leave under this article for educational purposes.

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

21. MILITARY LEAVE: Any employee who is a member of a reserve or National Guard force of the United States or the State of Maine and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this state shall be granted a leave of absence for up to two weeks per calendar year. The Board will pay the employee the difference between the employee's pay for the two-week period and the pay received from the military during said two-week period upon

presentation of evidence of the amount received from the military by the employee or \$150.00 per day, whichever is less. Employees shall be provided military leave as provided by State and Federal law.

22. JURY PAY: The School Board shall pay an employee called for jury duty the difference between the employee's regular pay and the juror's pay upon presentation of an official statement of the juror's pay received.
23. COURT APPEARANCES: Employees will be paid for court appearances that are directly related to their job responsibilities. All other court appearances will require employees to use one of their general days, vacation days, or to take them as an unpaid day.
24. CLOTHING: The School Board shall continue to maintain its present policy of purchasing special safety clothing and equipment for its employees. In addition, the School Board shall provide an annual clothing allowance for all bargaining unit employees of \$500.00. In addition, the School Board shall provide to each head mechanic, mechanic, head groundskeeper, groundskeepers, and maintenance workers an additional \$150.00 for a total of \$650.00 for the purchase of uniforms and other necessary clothing. The clothing allowance shall be paid to eligible employees issued in the first pay period of each fiscal year. Cleaning of uniforms shall be the employee's responsibility. Employees hired during the contract year shall receive a prorated allowance based upon hire date.
25. FILLING OF JOB VACANCIES:
 - a. The Superintendent determines when a job vacancy is created. Once the determination of a job vacancy is made, a notice will be published by the Superintendent or their designee on the School Department's website. A copy will be forwarded to the Chairperson of the Union or designee. Job openings shall be posted for at least ten (10) working days to enable internal applicants to apply; the vacancy will remain open until filled or otherwise determined by the Superintendent. It is understood that the School Department has the obligation to select the most qualified candidate for any vacancy. In the event that the Superintendent determines that two applicants are equally qualified, the vacancy shall be filled by the applicant with more seniority presently employed by the School Department.
 - b. Any employee selected and retained in said vacancy shall serve a trial period of twenty (20) working days, after which the employee will be considered qualified and assigned to said position. Otherwise, the employee shall be returned to the employee's former position or one of equal classification without loss of seniority and at the employee's previous rate of pay. During the first twenty (20) working days, the employee may choose to return to the employee's former position without loss of seniority and at the employee's previous rate of pay. If an individual applicant has cause for disputing the choice of applicant, the employee may appeal the Superintendent's decision using the established grievance procedure.
26. DISCIPLINARY PROCEDURES: The School Board and/or the Superintendent of Schools may make disciplinary rules and work rules, which will be posted from time to time during the duration of this agreement. The Union shall receive a copy of any such rules prior to the effective date of implementation and may comment on the appropriateness of the rules.

It is understood that the disciplinary framework, as developed by the Superintendent and AFL-CIO Professional Collaboration Committee, will be used as a guide for disciplinary matters. The framework shall be reviewed regularly.

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

27. BULLETIN BOARDS: The School Board shall permit reasonable use of bulletin boards by the Union for the posting of notices of non-controversial nature relating to Union business.
28. ACCESS TO PREMISES: With the permission of the Director of Facilities Management, such permission not to be arbitrarily withheld, representatives of American Federation of State, County, and Municipal Employees, International Council No. 93, and Local 2010-Unit 01, may enter school department premises for the investigation of pending disputes under this Agreement. A list of authorized Union representatives who may enter school department premises shall be furnished by the Union within thirty (30) days of the effective date of this Agreement to the Director of Facilities Management.

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

29. PERSONNEL REDUCTION AND RECALL:

- a. In the event it becomes necessary to lay off employees for any reason, the employees shall be laid off in the inverse order of their seniority within their classification. If there are no less senior employees within the specific classification, the employee may bump the least senior employee in an equal classification (as determined by pay grade), provided the employee is qualified at the entry level for that classification to perform the job and satisfactorily performed the job in that classification within the past three (3) years. If there are no less senior employees in an equal classification, the employee may bump the least senior employee in a lower classification, provided the employee is qualified to perform the job and satisfactorily performed the job in that classification within the past three (3) years. Employees shall be given fifteen (15) working days' notice prior to the effective date of any such layoff. Employees may opt to accept layoff at any point in the bumping process rather than exercising their bumping rights.

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

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

those that would be applied to a newly hired bus driver.

b. The following classifications / impact areas will be used:

- Head Mechanics
- Mechanics
- Head Groundskeeper
- Head Custodians
- Night Watchman
- Bus Drivers
- Custodians
- Groundskeepers
- Regular Van Drivers
- Maintenance Workers

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

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

31. RETIREMENT STIPEND:

a. For employees hired on or after January 1, 2016:

i. Upon written notification to the Superintendent of Schools of intent to retire, filed no less than sixty (60) days prior to the budget deadline of the year prior to an employee's last year of employment, eligible employees will be paid a retirement stipend as part of the employee's last year's paycheck. Eligibility shall be based on a minimum of fifteen (15) years of continuous full-time service in good standing to the School Department and at that time qualifies for and begins receiving retirement benefits. The employee shall be paid for one-quarter of their accumulated sick leave not to exceed thirty (30) days at their per diem rate.

b. Legacy Benefit for employees hired on or before December 31, 2015:

i. Upon written notification to the Superintendent of Schools of intent to retire, filed no less than sixty (60) days prior to the budget deadline of the year prior to an employee's last year of employment, a retirement stipend will be included as part of the employee's last year's salary at the rate of one percent (1%) of the employee's current step pay for each year of continuous full-time service in the Brunswick School Department. Eligibility shall be based on a minimum of fifteen (15) years of continuous full-time service in good

standing to the School Department. The maximum stipend rate shall be twenty (20) percent (1% a year up to 20 consecutive years) of the employee's last year's salary. In the unfortunate event that an employee who has fifteen years or more of service, should pass away while in the service of the School Department, the employee's retirement stipend, outstanding wages, and any unused accrued vacation time shall be paid to the employee's beneficiary or estate. In addition, an employee may contribute up to ninety (90) days of the employee's unused accrued sick leave to MPERS as allowed by the retirement system.

ii. An approved and comprehensive list of all employees eligible for the Legacy Benefit above was exchanged by the parties in a memorandum attached to an email dated January 21, 2026.

c. In the unfortunate event that an employee who has fifteen years or more of service, should pass away while in the service of the School Department, the employee's retirement stipend, and outstanding wages, shall be paid to the employee's beneficiary or estate. In addition, an employee may contribute up to ninety (90) days of the employee's unused accrued sick leave to MPERS as allowed by the retirement system.

32. PROBATIONARY PERIOD: All new employees shall serve a probationary period of one (1) year. All employees who satisfactorily complete the probationary period shall be considered regular employees for the purpose of seniority and shall be added to the seniority list in accordance with their first date of hire. Probationary employees shall be entitled to the benefits under this Agreement upon date of hire. The Board shall have the right to terminate the employee without just cause during the employee's one-year probationary period and without compliance with the terms of this agreement.

33. PERSONNEL FILES: The School Department shall maintain one (1) personnel file (written and/or electronic) for each employee in accordance with state statute (MRSA 20-A 6101 & 6102). The file shall be kept under conditions that ensure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence, written evaluations, and other appropriate materials relating to the employee's employment. Medical information shall be considered part of the employee's personnel file but shall be kept separately.

An employee shall be given a copy of all evaluations and any detrimental material prior to its being placed in the file. An employee shall have the right to submit a written answer to any materials placed in the file within thirty (30) days. Anonymous or unattributed materials shall not be placed in the file. Written disciplinary actions will stay in the employee's personnel file for a three-year period. If there are no recurrences during this time, it will be removed. A copy will be sent to the employee. An employee shall have the right to examine the employee's file in the presence of the Superintendent or appropriate administrative personnel during the normal business hours of the office in which the file is kept and within twenty-four (24) hours of the request. Upon request, an employee may obtain copies of any material in the personnel file without cost.

34. TRAINING – All employees are required to perform custodial duties as part of their responsibilities. The State or District requires training to be properly prepared to carry out those duties. Therefore, the employer shall make all training, including the CPR training available to all

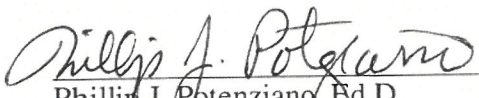
employees at no cost to the employee. The Director of Transportation and the Director of Facilities Management will collaboratively schedule training that the bus drivers must make a reasonable effort to attend and actively participate. Employees unable to attend the training will be given another opportunity to attend the training at a mutually agreeable date and time.

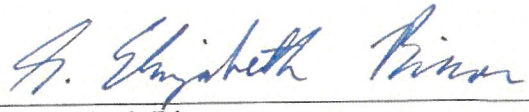
35. TERM OF AGREEMENT: This Agreement shall govern the rights of the parties from July 1, 2026, through June 30, 2029. It shall automatically be extended for successive one year periods unless either party shall give the other written notice of its desire to negotiate a new agreement at least one hundred and twenty (120) days prior to June 30, 2029. Negotiations shall begin as promptly as possible following notification of a party's desire to negotiate a new Agreement.

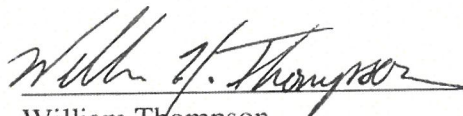
IN WITNESS WHEREOF, the School Board has caused this Agreement to be executed by its Chairman, thereunto duly authorized, and the Union has caused this instrument to be signed by its President, thereunto duly authorized as of the day and year first above written.

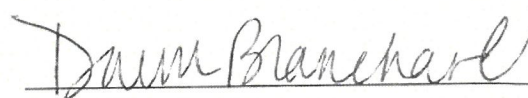
In the Presence of:

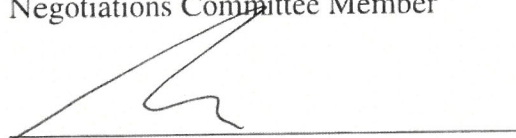
Brunswick School Department Negotiations Committee


Phillip J. Potenzi, Ed.D.
Superintendent of Schools

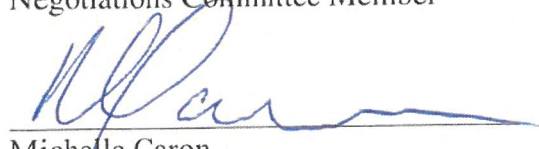

S. Elizabeth Bisson
School Board Chair


William Thompson
School Board Member
Negotiations Committee Member


Dawn Blanchard
Director of Personnel & Finance
Negotiations Committee Member

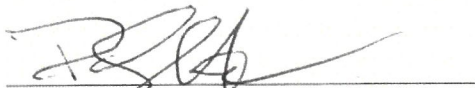

Shawn Lambert
Assistant Superintendent
Negotiations Committee Member


Scott Smith
Director of Facilities, Grounds & Food Service
Negotiations Committee Member


Michelle Caron
Director of Transportation
Negotiations Committee Member

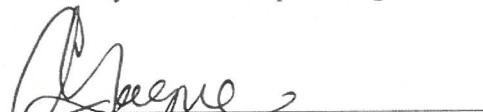
LOCAL 2010-UNIT 01, COUNCIL 93, AMERICAN FEDERATION OF STATE COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO NEGOTIATION COMMITTEE

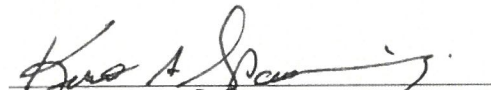


President: Michael Factor

Vice President: Dan Sylvester

Secretary: Michael Spaulding

Treasurer: Richard Ryan

Shop Steward: Catherine Gagne

Shop Steward: Kent Spaulding

Alternate: DJ Judd

AFSCME Council 93 Staff Representative: Ryan Small

APPENDIX A
WAGES

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATE</u> 7/1/2026	<u>EFFECTIVE DATE</u> 7/1/2027	<u>EFFECTIVE DATE</u> 7/1/2028
Head Mechanic	\$39.89	\$41.88	\$43.56
Mechanics	\$35.73	\$37.52	\$39.02
Head Groundskeeper	\$31.69	\$33.28	\$34.61
Head Custodian	\$31.69	\$33.28	\$34.61
Night Watchman	\$31.69	\$33.28	\$34.61
Bus Drivers	\$31.04	\$32.59	\$33.89
Custodians	\$28.50	\$29.93	\$31.13
Groundskeepers	\$28.50	\$29.93	\$31.13
Van Driver	\$28.50	\$29.93	\$31.13
Maintenance Worker	\$36.71	\$38.54	\$40.08

1. All full-time custodians whose regularly scheduled work shift begins after 2:00 p.m. shall be paid a differential of \$1.00 per hour in addition to their regular wages. All full-time custodians whose regular work shift begins at 10:30 a.m. shall be paid a differential of \$1.00 per hour in addition to their regular wages for hours worked after 2:00 p.m. This differential shall not apply during the periods of the year such as school vacation periods when employees are scheduled to work a day shift, nor shall it apply during employees' vacation periods or in any case where a day shift employee is working on an overtime basis.
2. Probationary employees shall receive \$.50 less than their classification and, after 6 months of continuous employment, shall move to the rate for their classification.
3. A physical examination shall be given annually to all drivers at Board expense by the Board physician.
4. All employees in risk exposure classification Category I (outlined in the School Department's Employee Bloodborne Pathogen Handbook) will be offered the Hepatitis B vaccine free of charge.
5. All personnel hired must be paid through direct deposit.

6. All personnel may receive reimbursement for the cost of their CHRC renewal, up to \$15.00 every 5 years.
7. The School Board and Employees agree to split 50/50 all payroll tax withholdings under the Maine PFMLA Law, 26 MRS Section 850-F.

APPENDIX

B

INSURANCE

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

On behalf of each unit member hired prior to July 1, 2022, that is eligible for and electing to take the Standard coverage type plan, or the choice Plus Plan, the School Board will contribute eighty-five percent (85%) of the premium for the level of coverage the employee is electing.

On behalf of each unit member hired on or after July 1, 2022 that is eligible for and electing to take the Standard coverage type plan or the Choice Plus Plan, the School Board will contribute eighty-five percent (85%) of the Choice Plus Plan.

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

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

the spouse transfers to the employee's MEA Health Insurance Trust health insurance coverage with the Brunswick School Department.

- E. If the spouse of an employee covered by this contract is eligible for MEA Health Insurance Trust health insurance coverage through their employer as set forth in paragraph B above but must pay a portion of the cost of said insurance in order to obtain it, the maximum health insurance premium paid by the Board to which said employee shall be entitled shall be the applicable percentage of the applicable adult with child or children premium, but the Board shall in addition, reimburse the employee for the amount by which the health insurance premium which the employee's spouse is required to pay exceeds 15%. Any such reimbursements shall be treated as taxable compensation and shall be made only on presentation of a properly authenticated receipt substantiating that payment by the spouse has been made. As in paragraph B, if a spouse's eligibility for MEA Health Insurance Trust coverage through the spouse's employer ceases during the course of a contract year, the Board shall pay the applicable percentage of the spouse's coverage if the spouse transfers to the employee's MEA Health Insurance Trust health insurance coverage with the Brunswick School Department.

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

