

**COLLECTIVE BARGAINING AGREEMENT**  
**Between**  
**SCHOOL COMMITTEE OF THE CITY OF LEWISTON**  
**And**  
**MAINE SERVICE EMPLOYEES ASSOCIATION**

**July 1, 2020 to June 30, 2023**

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## **Preamble**

This Agreement is made by and between the Lewiston School Committee, sometimes hereinafter referred to as the "Employer," and the Maine Service Employees Association (MSEA), sometimes hereinafter referred to as the "Union."

The Employer agrees with the Union to cooperate in requiring strict observance of all of the terms, conditions and agreements herein contained to the extent applicable so that the purposes and objects of this Agreement may be fully attained and the mutual interests of each of the parties hereto may be served at all times.

The terms of this Agreement are designed to further the mutual interests of the employees, the Union and the Employer. The Union agrees with the Employer with respect to the terms and conditions hereof which provide for the economic welfare of it and its employees, quality and quantity of production, economy of operation, reduction of waste, safety of the employees, cleanliness of work area and equipment, and protection of property.

In consideration of the mutual promises of the Union and the Employer, and pursuant to the statutes of the State of Maine, it is agreed by the Employer and the Union as follows:

## **ARTICLE I**

### **RECOGNITION**

#### **Section 1.**

The Employer hereby recognizes the Maine Service Employees Association as the sole and exclusive bargaining agent of all of its Public Employees in classifications set forth in an Exhibit hereto entitled "Classification Plan."

#### **Section 2.**

No employees shall be favored or discriminated against by the Employer or by the Union for either joining or not joining said Union. The Employer and Union mutually agree not to interfere with the rights of employees to become members of the Union or to refrain from doing so; and neither party shall engage in any discrimination, interference, restraint or coercion against an employee on the basis of membership, non-membership, participation or non-participation in the Union or its activities.

#### **Section 3.**

Except as specifically limited by the terms of this Agreement, the Employer retains the exclusive right to control all aspects of the management and operation of its facilities, its employees and its equipment.

## ARTICLE 2

### CHECK-OFF

#### Section 1.

Upon the written authorization of any employee covered by this Agreement, the Employer agrees, subject to the feasibility of the equipment used in the payroll process, to have the member's current weekly union dues or service fee deducted from the employee's pay. The Employer shall be advised in writing by the treasurer of the Union whenever any dues change occurs. If an employee has no paycheck due or the check is inadequate to satisfy all deductions, then the deduction of dues shall be omitted for that week. The amounts to be deducted shall be certified to the Employer by the Union's treasurer and the aggregate deductions of all such employees shall be remitted, together with an itemized statement, to the treasurer of the Union at the office in Augusta, Maine, by the 15<sup>th</sup> of the month following deductions.

#### Section 2.

Upon written authorization of any employee covered by this Agreement, the Employer agrees to deduct for those employees who wish to be covered by the Income Protection Plan provided by the Union. The amounts to be certified to the Employer by the treasurer of the Union and the aggregate amount deducted shall be remitted to the treasurer of the Union by the 15<sup>th</sup> of the month following said deduction on a check separate from the dues remittance check.

#### Section 3.

Membership in the Union is not compulsory. Any employee who is or becomes covered by the Agreement will be required to choose from the options of:

1. Membership In MSEA;
2. Payment to MSEA of a service fee consistent with law as a contribution toward the costs of collective bargaining, contract administration and adjustment of grievances; or
3. Exclusion from both 1. and 2. above.

The service fee may be adjusted annually by MSEA consistent with law.

Each covered employee will be required to make a choice in writing on payroll deduction authorization forms supplied by MSEA. A failure to choose membership or the service fee options will constitute a choice for exclusion from both. Any employee choosing either the option of membership in MSEA or the option of payment of the service fee will be required to sign a written payroll deduction authorization form authorizing deduction from his or her pay of the membership dues or service fee.

Any employee who is required by this Article to select from the options set out above may change his or her status with respect to those options at any time by giving written notice to the MSEA and to the Employer.

MSEA will indemnify, defend, and hold the Lewiston School Committee harmless against all claims and suits that may arise as a result of action taken pursuant to this Article.

#### **Section 4.**

The Employer shall annually, within 30 days of request, provide MSEA the name, employee payroll identifier or other unique identification number, job title, original date of hire, workplace location, home address, work telephone numbers, home telephone and personal cellphone numbers, if known, work email address, and personal email address, if known.

#### **Section 5.**

The Union shall indemnify and save the Employer harmless against all claims and suits which may arise by reason of any action taken in making deductions of dues and fees and remitting the same to the Union pursuant to the Union's request.

### **ARTICLE 3**

#### **HOURS OF WORK**

##### **Section 1. Regular Hours**

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

##### **Section 2. Work Week**

- (a) The work week shall consist of five (5) consecutive eight (8)-hour days, Thursday to Wednesday, inclusive, for Custodians, maintenance staff, Central Office and school-based office staff in Class Grade G-10 or higher.
- (b) The work week shall consist of five (5) consecutive seven and one-half (7½)-hour days, Thursday to Wednesday, inclusive, for all employees other than those referred to above.

##### **Section 3. Work Day**

Subject to change as hereinafter provided, the hours of work within the normal work day shall be as follows:

Custodians shall be specifically scheduled by the Facilities Director or his/her designee.

All school building-based administrative support staff shall have their hours of work scheduled by the Building Administrator.

All Central Office administrative support staff shall have their hours of work scheduled by the Department Head, subject to the approval of the Superintendent.

Mandatory hours and work schedules in effect on the effective date of this Agreement shall not be changed without the Employer first notifying the Union at least fourteen (14) calendar days prior to the intended implementation date. Upon request of either the Union or the Employer, the parties shall

meet and consult but not negotiate as to the impact on affected employees. No change in an employee's work schedule shall be made for disciplinary purposes or for purposes of harassment.

Within the context of this section, we are not attempting to define the work schedule of each and every individual employee. . Therefore, there may be some variations within the schedules defined above as determined by the Facilities Director, Building Administrator or Department Head, or their designees, following consultation with the employee.

During the student vacation periods, some custodians may be placed on the day shift whenever possible.

#### **Section 4. Rest Periods**

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible. An employee who is to work at least two (2) hours beyond the end of a shift shall be provided a fifteen (15) minute rest period. The rest period shall be scheduled at or near the end of the prior shift, whenever feasible.

#### **Section 5. Meal Periods**

Except as hereinafter set forth, each employee shall be granted an unpaid lunch period during each work shift. Whenever possible the lunch period shall be scheduled near the middle of the shift and shall be between the hours of 11:00 AM and 2:00 PM for those employees on the day shift. Any school custodian who works on any day second- or third-shift shall be authorized to take necessary time not exceeding one-half (1/2) hour for the purpose of eating lunch without loss of pay. Meal periods may not be used within the first or last hour of a work shift without the approval of the Facilities Director or designee.

### **ARTICLE 4**

#### **HOLIDAYS**

##### **Section 1. Holidays Recognized and Observed**

The following days shall be recognized and observed as paid holidays:

New Year's Day	Indigenous Peoples' Day
Martin Luther King, Jr. Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Patriot's Day	Friday after Thanksgiving*
Memorial Day	Christmas Eve (half day) **
Independence Day	Christmas Day
Labor Day	

\*A full-time employee for whom Friday is not a regularly scheduled work day will be given the Wednesday immediately before Thanksgiving as the holiday.

**\*\*Christmas Eve is granted only to those employees for whom Christmas Eve would be a normal day of work. When the observed Christmas Holiday is on a Friday, the half-day holiday will be on the previous Thursday, and when the observed Christmas holiday is on a Monday, the half-day holiday will be on the previous Friday.**

Eligible employees shall receive one (1) day's pay (or one-half [1/2] day, if applicable) for each of the holidays listed above on which they perform no work.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Whenever the school calendar requires schools to be open, school department employees shall be required to work the same as a regular work day with compensated day off at the discretion of the Superintendent of Schools.

## **Section 2. Eligibility Requirements**

An employee shall be eligible for holiday pay under the following conditions:

- (a) The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee would have been on a day off, vacation, lay-off or sick leave; and
- (b) The employee worked the last scheduled work day prior to the holiday and the first scheduled work day following the holiday unless excused by the Employer for any reasonable purpose. The Employer and the Union shall mutually agree upon reasonable purpose in each case. Reasonable purpose shall include illness but shall not include disciplinary suspension.
- (c) If a holiday is observed on an employee's scheduled day off, the employee shall receive equal time off on an alternate day.
- (d) An employee who is on inactive status due to layoff that commenced less than thirty (30) work days prior to the holiday shall receive pay for such holiday.

## **Section 3. Holiday Pay**

Eligible employees shall be paid their current hourly rate of pay times the number of hours in their regular work day (or one-half [1/2] day, if applicable).

## **Section 4. Holiday Work**

If an employee works on any of the holidays listed above, the employee shall be paid time and one-half (1 ½) for all hours worked in addition to the holiday pay.

## **ARTICLE 5**

### **SICK LEAVE**

#### **Section 1. Allowance**

Any employee contracting or incurring any non-service connected sickness or disability, including pregnancy, which renders such employee unable to perform the duties of employment, or any employee who is required to attend to medical needs of an immediate family member (as provided for by Section 7 of this Article) shall receive sick leave with pay to the extent of accrued sick leave.

In the event that an employee does not have a sufficient amount of accrued sick leave, such employees shall be granted a leave of absence without pay upon due proof of the attending physician that such leave is necessary for the duration of such sickness, subject to the provisions of Article 16.

An employee shall accrue one (1) day of sick leave for each month of service during which such employee is compensated for at least ten (10) days. Beginning the first full month following ratification of this Agreement, an employee shall accrue one and one-quarter (1.25) days of sick leave for each month of service during which an employee is compensated for at least ten (10) days. After an employee has been on Workers' Compensation for three (3) months, such benefits received shall not be deemed to be compensation and therefore shall not accrue any further sick leave as provided for in this section.

#### **Section 2. Accumulation**

An employee shall start to earn sick leave from the date of hire and shall be allowed to accumulate one hundred thirty (130) sick leave days.

#### **Section 3. Unused**

An employee shall be compensated in cash for one-half (1/2) of any accumulated unused sick leave when permanently separated from employment as a result of retirement or death. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding separation.

#### **Section 4.**

When the Employer determines that continued work by one of its employees would be harmful to such employee or fellow employees, or would be unduly disruptive of the work of such employee and/or fellow employees because of sickness, disability or other physical, mental or emotional condition, the Employer may require that the employee take sick leave. In making such a determination, the Employer shall place major emphasis upon the recommendations of the employee's attending physician, if any, or otherwise upon the recommendations of a physician selected by the Employer. In order that such physician shall have necessary facts upon which to base a recommendation, the Employer shall furnish the physician with a statement concerning the requirements of the job and the conditions under which it is performed. In any instance in which the Employer fails to accept the recommendation of such physician, if the employee affected files a grievance, the burden of proof shall then be upon the Employer as to the correctness of such determination.



In the event such determination is found to be unjustified, the employee involved shall be reimbursed for some or all lost time and/or restored some or all lost sick leave credits. After making its determination, the Employer shall notify the Union. An employee who is required to take a leave under the provisions of this paragraph may elect to take such leave without pay in lieu of using any accrued sick leave if the employee desires to reserve the accrued sick leave days for possible future use.

When, under the terms of this Section, a certificate from a physician is required, it shall be at the Employer's expense.

### **Section 5. Medical Leave**

A medical leave of absence may be granted to an employee upon due proof by the employee's physician that said leave is necessary, subject to the provisions of Article 16. In making a decision, the Employer shall place emphasis on the opinion of the employee's physician.

### **Section 6. Sick Leave Incentive**

Effective July 1, 1997, as an incentive to conserve sick leave, the Employer agrees to provide employees with a one hundred dollar (\$100.00) reimbursement for each six (6)-month period in which no sick leave is used. Employees meeting this criterion may submit their written request to their Principal/Director for said reimbursement no later than thirty (30) days after becoming eligible. Absence of such written request shall disallow the employee from receiving the incentive for any given six (6)-month period. The six (6)-month periods are specifically defined as January 1 – June 30 and July 1 – December 31. It is understood that sick leave used in conjunction with receiving workers' compensation benefits shall not be considered sick leave solely for the purpose of receiving the sick leave incentive. In its discretion, the Employer may reserve payment to a week in which the employee earned no overtime.

### **Section 7. Family Illness**

Employees shall be allowed five (5) days annually (July 1-June 30) without loss of pay for serious illness involving a spouse, child or parent. Such leave shall be deducted from sick leave and shall not be cumulative from year to year. Application shall be made to the Superintendent in writing at least two (2) days before taking such leave, except in the case of emergencies.

Any sick leave in excess of the five (5) days provided above required by an employee to attend to the medical needs of an immediate family member shall be subject to the discretion of the Superintendent of Schools, and any decision of the Superintendent of Schools shall not be grievable. In the event that an employee does not have a sufficient amount of accrued sick leave, such employee shall be granted a leave of absence without pay upon proof of attending physician that such leave is necessary for the duration of such sickness, subject to the provisions of Article 16.

## ARTICLE 6

### WORK FORCE CHANGES

#### Section 1. Promotions

The term “promotion” as used in this provision means the advancement of an employee to a higher paying class grade in the Classification Plan.

- (a) Whenever a promotional job opening occurs – other than a temporary opening as defined below – in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such opening shall be posted on all Article 15 bulletin boards for ten (10) working days and such notice shall contain at a minimum the following information: rate of pay, work hours, location, deadline for application, and the instructions for applications.
- (b) During this period, employees who wish to apply for open positions or jobs including employees on lay-off may do so. The application shall be made according to regular standards used by the Employer.
- (c) Temporary job openings are defined as job vacancies that may periodically develop in any existing job classification that are not occupied due to a curtailment of operations, employee illness, leave of absence, or vacation leave, but said opening not to exceed one hundred twenty (120) work days. Job openings that recur on a regular basis and that remain open more than one hundred twenty (120) work days at a time, shall not be considered temporary job openings, except for openings which are created pursuant to Article 16, Section 5 which shall also be deemed temporary, regardless of duration, so long as the employment of the absent employee has been terminated.

#### Section 2. Transfers

Except as otherwise provided in Section 5 of this Article, an employee who desires a transfer to a similar position within the classification plan may apply for any vacancy in such lateral or lower paid job classification, which the Employer proposes to fill. All vacancies will be posted for ten (10) working days internally. All internal applicants will be offered an interview. If selected, the employee shall be placed in the same step of the applicable class grade as the step of the class grade from where transferred. If no internal applicant is selected, the position will be publically posted. All applicants will be notified of the hiring outcome.

#### Section 3. Acting Capacity

For each full day an Employee is assigned to fill in for a position above their current Class Grade, they shall be paid at the Grade level of the position being filled, at the Employee’s then-current Step.

If an Employee is asked to fill in for an Administrative position which is outside of the Union, the Employee will be paid at a G-13 Grade, at the Employee’s then-current Step.

#### **Section 4. Seniority**

Except as provided in Section 5 of this Article, vacant positions shall be filled as follows:

Applications shall be reviewed by the Superintendent of Schools or designee. The Superintendent of Schools, or designee, shall select the most qualified applicant on the basis of documented and/or undocumented qualifications.

In the event that two or more applicants are substantially equal in qualifications, the Superintendent of Schools, or designee, shall select the most senior applicant.

In the event of a layoff or a reduction in the size of the work force, employees may bump into another job in the same or equal classification or into a lower classification provided that there is an employee with less seniority to be bumped and provided that the senior employee has the skill and ability to perform the work. The Superintendent of Schools shall determine whether the employee has the ability to perform the work. Such determination shall not be made capriciously or arbitrarily.

An employee must notify the Employer of an intention to exercise bumping rights within five (5) working days of the Employer's notice. The employee who is bumped shall enjoy similar bumping rights but must notify the Employer within three (3) working days of an intention to exercise bumping rights. An employee who displaces another employee will have three (3) working days during which to demonstrate the ability to satisfactorily perform the work. Failure on the part of the employee to demonstrate the ability to satisfactorily perform the work required in the job bumped into will result in having one (1) opportunity to bump into a lower classification; provided the employee can do the work in such lower classification. The determination as to whether the employee has satisfactorily performed the job shall be the judgment of the Superintendent of Schools. Such judgment shall not be made capriciously or arbitrarily.

#### **Section 5. Layoff and Recall**

In the event of a layoff or reduction of work force, the Employer shall notify the individual(s) initially affected by such reduction and then post the Employer's intent to reduce the work force on the bulletin boards at least two (2) weeks prior to the effective date of layoff.

An employee laid off shall remain on the layoff list of the Employer for a six (6) month period. At the end of such six (6) month period, each employee who has not been recalled shall be terminated and removed from the layoff list.

Whenever a job opening occurs, the position shall be first offered to the most senior employee on the layoff list who is qualified to perform the job. In the event said employee declines the offer, the next most senior qualified employee on the list shall be offered the job and so on until the Employer's layoff list has been canvassed. Should an employee on layoff refuse to accept an offered position, the employee shall be removed from the layoff list.

#### **Section 6. Transfer of Custodians**

Custodians may be transferred from building to building by the Employer as the need arises. No transfer shall be made for disciplinary measures. In the event that a transfer is made capriciously or arbitrarily or as a disciplinary measure (which term shall not be deemed to include a transfer to a

position including less contact with students if the reason for such transfer is based upon language, dress, or personal habits), the transfer shall be subject to the grievance procedure, commencing at Step II, and any modification or reversal of the Employer's decision shall be effective as of the date of such modification or reversal.

## **ARTICLE 7**

### **WAGES**

#### **Section 1.**

Wages shall be as set forth in Appendix A. Any employee who is promoted to a higher class grade shall be placed on the appropriate pay step based on years of qualified experience.

Any new hire with applicable years of prior qualifying experience will be granted credit on the appropriate Wage Scale.

#### **Section 2.**

The Employer may from time to time review the list of job classifications and job descriptions covered by this Agreement and may, after consultation with the Union, revise the same in a fair and equitable manner.

Should the Employer reclassify, reallocate, upgrade or downgrade any employee or group of employees in a manner which is either unfair or not equitable or significantly change the job descriptions in a manner that is either unfair or not equitable, then and only then may the Union or an employee grieve the action.

Notwithstanding the provisions of Article 14, Section 1 or any other provisions of this Agreement, neither the Union nor any employee shall have the right to grieve the failure or refusal of the Employer to reclassify, reallocate or upgrade any employee or job classification in effect on the date of this Agreement.

#### **Section 3.**

Subject to computer breakdown or other matters beyond the Employer's control, the wages of employees shall be paid weekly. In the event the payday occurs on a holiday, the preceding day shall be the payday.

#### **Section 4. Call Out Pay**

An employee who is called out by the Employer for work outside of and not continuous with the regular work schedule shall be paid a minimum of two (2) hours or hours actually worked, whichever is greater, at the appropriate overtime rate. (This provision does not apply to the building checks referred to in Article 11).

#### **Section 5. Waiver of Interest**

In reference to that portion of the Order of the Maine Labor Relations Board in Case Nos. 92-17 and 92-18 which stated (on page 25 at 2.a.) that “Interest shall begin to accrue on the 31<sup>st</sup> day,” the MSEA and the employees agree now and forevermore to waive any rights to any interest that may have accrued to them as a result of this MLRB Order.

## **ARTICLE 8**

### **VACATIONS**

#### **Section 1.**

Each employee shall accrue paid vacation time at the rate of one (1) day’s vacation leave for each month for which the employee is compensated for at least ten (10) days. Each employee who shall have completed five (5) years of employment shall accrue paid vacation leave at the rate of one and one-half (1½) days for each month for which the employee is compensated for at least ten (10) days. Each employee who shall have completed twenty (20) years of employment shall accrue paid vacation leave at the rate of one and three-quarters (1 ¾) days for each month for which the employee is compensated for at least ten (10) days. Vacation time shall accrue in the first pay period of the month following accrual eligibility.

After an employee has been on Workers’ Compensation for three (3) months, such benefits received shall not be deemed to be compensation and therefore shall not accrue any further vacation leave as provided for in this section.

Vacation leave may be taken by an employee at any time after its accrual, subject to the approval of the Superintendent of Schools or designee. Each employee may accumulate vacation leave accruing under the provisions of this Collective Bargaining Agreement not to exceed thirty-two (32) days in total.

Any vacation accrual time lost within a fiscal year because an employee is at their accrual cap at any month end shall be restored within the earliest possible pay period to the extent vacation time is taken. At the end of the fiscal year, no employee shall carry over more than thirty-two (32) days. The foregoing accrual system will become effective on the first of the month following ratification of this agreement.

#### **Section 2.**

Employees taking five (5) consecutive days off or more, or a combination of holidays and vacation days that equal five (5) consecutive days or more, will be required to submit a request to the Employer two (2) weeks in advance of such absences. Employees taking less than five (5) consecutive days off, or a combination of holidays and vacation days that are less than five (5) consecutive days off, will only be required to submit a request to the Employer forty-eight (48) hours in advance of such absence(s). This will not prohibit the Superintendent/designee from authorizing vacation that does not comply with these deadlines, if the needs of the district are otherwise met.

No employee may take more than two consecutive weeks of vacation without special permission from the Superintendent of Schools or designee. Custodians may not take more than one week of vacation off during the summer without special permission from the Superintendent of Schools or designee.

The Employer may establish the maximum number of employees who may be on vacation at one time. Employees shall be entitled to selection of vacation periods on the basis of seniority.

## **ARTICLE 9**

### **LEAVES OF ABSENCE**

#### **Section 1. Bereavement Leave**

An employee who suffers the loss of either a spouse, significant other (as defined below), child, parent, brother, sister, grandparent, grandchild, in-law, custodial child or step-relative shall be allowed paid leave for all scheduled hours lost up to five (5) days per occurrence for attendance at the funeral, and/or the handling of necessary arrangements. Significant other is defined as a sole domestic partner who has lived with the employee for at least twelve (12) months, not related by blood, not covered by another domestic partner or legal spouse relationship for the last twelve (12) months, and who is jointly responsible for the employee's welfare as evidenced through a joint deed, joint mortgage, joint lease, joint credit card, joint bank account, and/or powers of attorney authorizing each domestic partner to act on behalf of the other.

Additional leave may be allowed, at the sole discretion of the Superintendent of Schools, for attendance at a funeral requiring out-of-state travel. Such leave shall not be unreasonably denied.

#### **Section 2. Jury Duty**

An employee who is required to report for jury duty or jury service shall be granted a leave of absence.

An employee shall be paid the difference between any jury duty compensation received and the regular wages for each day of jury service, except that the employee shall be required to report for work when excused from jury duty during normal working hours. If the employee is excused finally for the day prior to twelve (12) noon, the employee shall report to work for the balance of the regular work shift.

#### **Section 3. Unpaid Leave of Absence**

The Employer shall provide up to two (2) days per year, without pay, for up to two (2) employees to an MSEA sponsored event.

MSEA shall inform the Employer of those employees for whom leave is requested at least one (1) month prior to the event and identify the event. Any changes or substitutions thereto shall be supplied as soon as practicable.

#### **Section 4. Unpaid Personal Leave of Absence**

It is recognized that employees from time to time may request unpaid leave from their jobs for personal reasons other than medical. The Employer shall attempt to accommodate such requests based on the

merits of the leave and the best interest of the Employer. Such request shall not be unreasonably denied. The employee's past record and the purpose for which the leave is requested shall be considered when granting or denying such leave.

During such leave period whereby an employee is not paid at least ten (10) work days in any month, the accrual of vacation and sick leave shall cease and the employee shall pay the cost of health and life insurance (except as provided in Article 12, Section 6).

## **ARTICLE 10**

### **RATE OF PAY FOR OVERTIME**

#### **Section 1.**

- a) On an employee's regularly scheduled work day, overtime at the rate of time and one-half (1 ½) the employee's regular hourly rate shall be paid to the employee for all hours worked after 40 hours of work during the pay period.
- b) In addition, if an employee is required to work on a day outside their normal scheduled work week, all hours worked shall be paid at the overtime rate of time and one-half (1 ½) the employee's regular hourly rate. For purposes of overtime calculation, hours worked does include holiday pay, but does not include other types of paid time such as vacation, sick time, bereavement leave or jury duty.
- c) In emergency situations, as identified by the Superintendent/designee, overtime may be granted even in the event paragraphs (a) and/or (b) above are not met.

#### **Section 2. Compensatory Time**

With the approval of the Employer an employee who works overtime may elect to be compensated with compensatory time off in lieu of one and one-half (1 ½) times the hourly rate for the period of overtime worked. Compensatory time off shall be calculated at one and one-half (1 ½) hours for each hour worked and shall be scheduled upon mutual agreement of the Employer and the employee, taking into consideration both the preference of the employee and the operational needs of the Employer. Should the scheduling of compensatory time by two (2) or more employees at any one (1) work site result in hardship to the Employer, the senior employee(s) shall have priority.

Compensatory time will be capped at 45 hours, and compensatory time shall be reported and tracked using only the payroll software application used by the Employer.

In the event that the City of Lewiston government and departments are shut down for any reason, and essential personnel are required to remain at work by the Facilities Director or their designee while the others are told to leave, the same number of compensatory hours shall be awarded to all essential personnel who are required to report to work for any of the three shifts for that day. This compensatory time must be taken in the same fiscal year as accrued. This provision does not apply to any Employee who is off work for any reason on the day of this event.

#### **Section 3. Overtime Work**

The assignment of overtime work to an employee shall be subject to the discretion of the Employer. In making such assignments, the Employer shall be mindful of the desire of employees for overtime work and shall make an effort to reasonably distribute such work among employees at each specific work site who desire to work overtime.

**Section 4.**

A record of the overtime worked by each employee shall be available to the employee.

**ARTICLE 11**

**BUILDING CHECKS**

An employee required to check a school building or buildings for normal security purposes, to include furnace, fire alarms and policy security checks on a Saturday, Sunday and/or holiday shall be paid for such work at the rate of 1.5 hours for each day at time and one-half (1 ½) pay. Employees will complete and document prescribed checklists in performing building checks. If conditions exist that indicate more than 1.5 hours will be required to complete a building check, the employee shall contact the Facilities Director or designee, who may approve extending the time beyond 1.5 hours. Any approved extension of work time will be paid at time and one-half (1 ½) pay.

**ARTICLE 12**

**INSURANCE AND RETIREMENT**

**Section 1. Workers' Compensation**

The Employer shall provide Workers' Compensation coverage to its employees as defined under the Maine Workers' Compensation Act and Occupational Disease Law and amendments thereto.

**Section 2. Health Insurance**

The Employer shall provide health insurance to its employees and their families. In the event the premiums of the selected health and dental plan exceed the Employer contributions, the difference may be deducted from payroll on a pre-tax basis in accordance with the rules and regulations of the IRS Section 4125.

For the 2020-2021, 2021-2022 and 2022 - 2023 fiscal years, the Committee will pay the following percentages of the annual Choice Plus premium for the following levels of coverage.

Single:	85.0%
Two Adults:	85.0%
Adult w/ Child(ren):	86.0%
Family:	85.0%



The difference between the Committee's contribution and the actual plan premium for the coverage and plan selected will be paid by the employee.

Full-time employees working a minimum 182 days over the period September - June in each fiscal year qualify for the Committee's contribution for twelve (12) months, from September through the following August.

The Committee's contribution at each level of coverage will not exceed 13% more than the Committee's contribution for the previous school year. Any increase above the Committee's capped contribution will be paid by the employee.

The Employer reserves the right to convert this coverage to any carrier offering comparable coverage. The MEA Choice Plus Plan shall be the coverage provided for the period covered by this Collective Bargaining Agreement. If the employee chooses to enroll in the MEA Standard Plan, the employee will be responsible to pay the difference between the MEA Standard and MEA Choice Plus Plan premiums.

Any replacement health insurance program must include a Prescription Card component.

### **Section 3. Life Insurance**

The present practice with respect to participation by the Employer in the cost of life insurance presently in force shall be continued for the term of this Agreement.

### **Section 4. Social Security**

The Employer shall provide FICA coverage for each of its qualified employees.

### **Section 5. Retirement**

The Employer shall provide State Retirement coverage for employees who elect it per the Statutes and Participating District Options. For any Employee who has not previously elected or any new Employee hired who does not elect State Retirement coverage under the Participating District Options, the Employer shall offer the same alternative retirement benefit as is available to the employees who are not covered by this Agreement.

### **Section 6.**

The Employer shall pay the cost of health insurance coverage to the extent stated in Section 2 above for a period of six (6) months after the employee's sick leave has been used up.

## ARTICLE 13

### DISCIPLINE AND DISCHARGE

#### Section 1.

Disciplinary actions or measures shall include only the following:

1. Oral reprimand, which shall be documented
2. Written reprimand
3. Suspension (notice to be given in writing)
4. Discharge (notice to be given in writing)

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee.

The above listing of disciplinary actions available shall not be deemed to imply that discipline must be imposed in the order listed. It is agreed that in some instances a discharge may be justified for the first infraction and in other instances, an oral reprimand or a written reprimand might follow a prior suspension.

#### Section 2.

Should an employee have reason to believe that a meeting with the Employer or designee may result in discipline and/or discharge, that employee may request and be allowed the presence of a union representative either prior to the meeting or at any time during the meeting.

#### Section 3. Reprimands

The Employer shall not unreasonably issue an oral or written reprimand to any employee.

#### Section 4. Suspension and Discharge

The Employer shall not discharge or suspend any employee without just cause.

The Union shall have the right to take up the discharge or suspension as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

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

## ARTICLE 14

### SETTLEMENT OF DISPUTES

#### Section 1. Grievance and Arbitration Procedure

Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step I. The employee and/or a representative shall present the grievance or dispute orally to the employee's supervisor within fifteen (15) working days of the date of the grievance or within fifteen (15) working days after the employee should reasonably have had knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the employee and/or a representative within fifteen (15) working days of presentation of the grievance. In the event of a contract violation, the Union acting alone may file a grievance within such time limit.

Step II. If the grievance has not been settled under Step I, within the time limit therefore, it shall be presented in writing by the employee and/or a representative or, in case of a contract violation, by the Union to the Superintendent of Schools within fifteen (15) working days after the supervisor's response was due or received, whichever first occurs. The Superintendent of Schools shall respond to the employee and/or a representative of the Union, as appropriate, in writing within fifteen (15) working days after receipt of the appeal.

Step III. If the grievance still remains unsettled, it shall be presented by the employee and/or a representative of the Union, as appropriate, to the School Committee in writing within fifteen (15) working days after the response of the Superintendent of Schools was due or received, whichever first occurs. The School Committee shall respond in writing to the employee and/or a representative of the Union, as appropriate, within fifteen (15) working days.

Step IV. If the grievance still remains unsettled at the conclusion of Step III, either party may, within thirty (30) working days after the reply of the School Committee was due or received whichever first occurs, by written notice to the other, request arbitration. Should the Union elect not to proceed to arbitration, then the Union shall notify the grievant and the Superintendent that the grievance has been withdrawn. The parties agree that no employee or group of employees may proceed to Step IV without support of the Union. Upon receipt of a request for arbitration, the parties shall attempt to agree upon an arbitrator. If unable to agree upon an arbitrator within seven (7) calendar days from receipt of the request for arbitration, an arbitrator shall be selected through the American Arbitration Association (AAA) in accordance with the AAA rules then in effect. The moving party shall request a list of arbitrators from the American Arbitration Association (AAA) within twenty (20) working days after the expiration of said seven (7) calendar days.

The AAA will be requested to submit a list of not less than seven (7) nor more than eleven (11) names (but in all cases an odd number) of possible arbitrators. Within five (5) working days from the date of receipt of said list from AAA, the parties shall confer for the purpose of selecting an arbitrator. The parties shall select the arbitrator by alternately striking one name from the list until one name remains.

The right of a party to first strike a name from the list shall be determined by lot. The arbitrator whose name remains shall be appointed.

The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties, and shall give at least seven (7) days' notice in writing to the parties of the time and place of the hearing. The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence.

The hearing conducted by the arbitrator shall be concluded as soon as reasonably possible and the arbitrator shall make written findings and submit a written opinion as to the issues presented, a copy of which shall be mailed or otherwise delivered to the Employer and to the Union, or to their respective attorneys. The decision of the arbitrator shall be final and binding upon both parties, it being clearly understood, however, that the arbitrator shall have no authority to add to, subtract from, or modify this Collective Bargaining Agreement or to change or ignore the time limits herein set forth or to waive any informality in the grievance procedure. The arbitrator may, however, change the nature of or reduce any disciplinary action. The time limits as set forth herein are of the essence to the grievance procedure and this Agreement.

The Employer and the Union shall bear the fees and expenses of the arbitrator equally. However, each party shall be responsible for compensating its own representatives and witnesses. Should the Union or the Employer find it necessary to postpone or cancel a scheduled arbitration hearing and such cancellation or postponement results in payment of the arbitrator's fees, said fee shall be paid in its entirety by the party that requested cancellation or postponement unless they mutually agree to share such costs. 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 to the arbitrator.

Grievances initiated by the Employer shall be processed in this same manner, but they may be initiated at either Step I or Step II.

Working days shall be defined as calendar days exclusive of Saturdays, Sundays, and full day holidays pursuant to Article 4, Section 1.

Whenever under this Agreement a grievance may be initiated at a step other than Step I, such a grievance must be initiated within fifteen (15) working days of the date of the grievance or within fifteen (15) working days after the employee should reasonably have had knowledge of its occurrence.

These timelines may be extended by mutual agreement of the parties, confirmed in writing.

## **Section 2. Stewards**

Employees selected by the Union to act as union representatives shall be known as "stewards." The names of employees selected as stewards shall be certified in writing to the Employer by the Union.

The Union steward shall suffer no loss of pay for time spent meeting with the appropriate officials of the Employer concerning Union business, at times mutually agreed upon.

### **Section 3. Bargaining**

The Employer agrees that Union representatives, not more than four (4) in number shall be allowed to:

- (a) Attend negotiating meetings with the Employer;
- (b) Transmit communications authorized by the local or its officers to the Employer, and
- (c) Consult with the Employer or its representative.

While it is understood that MSEA retains the exclusive right to select representatives to its bargaining team, MSEA also recognizes that the absence of more than one (1) employee from a given office or worksite may, from time to time, inadvertently result in operational problems for the Employer.

Should this situation arise, and upon request by either party, MSEA and the Employer shall meet and consult in an attempt to mutually resolve any such conflict in a reasonable and timely manner. In the absence of any resolution, the parties may then, as a possible solution, agree to schedule bargaining sessions at times which would not interfere with the operations of the Employer.

Except as provided herein, in the event such activities are conducted by mutual agreement during an employee's working hours, such employee shall suffer no loss of pay. However, no more than four (4) employees who attend negotiating sessions with the Employer during their normal working hours shall be paid.

### **Section 4.**

The Employer agrees that accredited representatives of the Maine Service Employees Association, whether local union representatives or MSEA staff representatives, shall have full and free access, as appropriate to the grievance, to the premises of the Employer for the purpose of processing grievances.

Upon their arrival, such representatives will as a courtesy make their presence known and identify themselves to the Employer and shall not permit their presence on the premises of the Employer to disrupt the work place or unreasonably interrupt or interfere with the working schedule of the Employer or its employees. In this paragraph, Employer shall mean the person in charge of the building involved.

### **Section 5.**

Nothing in this article shall diminish the right of any employee covered hereunder to present a grievance, as set forth in Title 26, Section 967, MRSA.

### **Section 6.**

The adjustment of a grievance or an arbitration award will not have a retroactive effect regarding back pay for a period extending in excess of thirty (30) days prior to the initial presentation of the grievance to the Employer at Step I of the grievance procedure. This section shall not be construed to justify a filing of a grievance later than fifteen (15) working days after the date of the grievance or the

employee's knowledge of its occurrence as provided under Section 1, Step I, which time limit is of the essence.

#### **Section 7.**

When notice is to be given hereunder to the Employer, notice given to the School Administrator involved shall be deemed notice to the Employer. In any instance when a notice is given to a School Administrator, a copy thereof shall simultaneously be given to the Superintendent of Schools.

#### **Section 8.**

An aggrieved employee and/or a representative shall, at a time convenient to both the employee and the Employer and at the employee's expense, have the right to inspect and obtain copies of their personnel file.

### **ARTICLE 15**

#### **BULLETIN BOARDS**

##### **Section 1. Notices**

The Union shall limit its posting of notices and bulletins to designated bulletin boards. Each school building shall have at least one and up to two such bulletin boards. Such bulletin boards shall be located in staff only areas.

##### **Section 2. Posting of Work Rules**

When existing rules are changed or new rules are established by the Employer, they shall be posted prominently on existing bulletin boards in buildings for a period of two (2) work days before becoming effective unless emergency conditions dictate otherwise. A copy of such change or new rule shall also be sent to the Union president and the assigned MSEA field representative or their designee. Any change in work rules conflicting with the provisions of this Agreement shall be settled through the grievance procedure.

## ARTICLE 16

### GENERAL PROVISION

#### **Section 1. Pledge Against Discrimination and Coercion**

The provisions of this Agreement shall be applied equally to all public employees without discrimination as to age, sex, gender, sexual orientation, marital status, race, color, creed, national origin, political affiliation, union activity, or disability. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. Grievances initiated under this section shall be processed according to the provisions of Article 14, Section 1.

#### **Section 2. Gender**

All references to employees in this Agreement designate all genders.

#### **Section 3.**

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

#### **Section 4. Termination of Employee Status**

- (a) An employee who is absent from employment because of illness or injury not arising out of employment shall retain status as an employee for a period of six (6) months or accumulated sick leave, whichever is greater. Status as an employee may be extended for further periods at the discretion of the Superintendent of Schools upon written notice to the Union prior to the expiration of said six (6) month period. Any extension of the time shall be for a stated period and any subsequent extension must be granted prior to the expiration of such stated period and may be made upon written notice to the Union.
- (b) Continuous absence from employment for any reason for a period in excess of six (6) months shall cause a termination of employment unless the Superintendent of Schools extends such period.
- (c) In the event two (2) or more continuous absences from employment due to the same illness or injury are interrupted by a return to work of less than ten (10) consecutive work days, said period of absence shall be accumulated in computing the employee's absence from employment for which employee status may be terminated pursuant to this section.
- (d) Nothing in this section shall be construed to limit an employee's rights under federal and/or Maine statute.

#### **Section 5. Work Shop Meetings**

Whenever an employee is assigned to attend a workshop meeting, which is in conjunction with the work of said employee, the Employer shall pay for the mileage involved and the meal(s), if applicable. Mileage reimbursement shall be limited to one (1) car per workshop meeting and meal(s) reimbursement(s) shall be consistent with published reimbursement policies of the Employer.

## **Section 6. Tuberculin Tests**

Required tuberculin tests shall be furnished without cost to the employee. Chest X-rays required by law or by the Employer shall be furnished without cost to the employee.

## **Section 7. Education Assistance**

Employees may be reimbursed for amounts spent by them for educational programs or courses in which they have enrolled, subject to the following conditions:

- (a) The educational program or course must be approved in advance by the Employer as, in its sole judgment, related to the job skills and duties involved in the employee's work;
- (b) The employee must present evidence of satisfactory completion of educational program or course to the Employer;
- (c) The educational program or course must be held during time when the employee is not regularly scheduled to work unless otherwise approved by the Employer; and
- (d) The total amount of reimbursement(s) under this section for any one (1) employee during any given contract year may not exceed two hundred dollars (\$200), the actual amount to be approved in advance by the Employer at the time that the educational program or course itself is approved.

## **Section 8. Uniform and Protective Clothing**

If any employee is required to wear a uniform, protective clothing or protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the employee by his Employer. Additionally, all school buildings shall be supplied with a rain suit except the Middle School and High School which shall each be supplied with two (2) rain suits. The rain suits shall be replaced upon a showing by the employee that it is worn and no longer serviceable; the final determination of which shall be that of the Superintendent of Schools or designee.

## **Section 9. Mileage reimbursement**

Employees using their privately owned vehicle in the conduct of official Employer business shall be reimbursed for mileage at the rate as determined by the Personnel Policies.

## **Section 10. Tools**

The Employer will provide to its maintenance and custodial employees the hand tools (including 3/8" electric hand drill) to perform their assigned duties. The Employer shall, in its sole discretion, determine the types of tools needed by an employee. It shall be the employee's responsibility to protect and maintain such tools. The Employer may assess an employee for the loss through neglect or intentional destruction of Employer-owned tools.

## **Section 11. Seniority List**



Upon request, the Employer shall furnish to MSEA annually the following information for each of its employees served by this Agreement: name, classification, work location, work email address, and date of hire. From time to time, MSEA may request this information regarding employees hired since the last seniority list was issued.

### **Section 12. Wage/Benefit Freeze**

Should a successor agreement not be in full effect at the same time this Agreement terminates, the School Committee shall continue to pay employees at the exact pay rate and step that each respective employee was receiving on at the date of expiration of this agreement. There shall be no step progression by any employee after June 30 of each until a successor agreement is in full effect for the coming year and then such progression and pay rate shall be consistent with the negotiated provision of the new agreement. Steps, pay rates, and potential retroactivity are all subject to negotiations.

### **Section 13. Management Rights**

Subject only to the limitations contained in this Agreement, the Employer retains the exclusive right to manage its operations, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to assign and direct the work force and to conduct its operations in a safe and efficient manner. The Employer shall have the right to establish work rules and to establish new practices and policies that are not inconsistent with the terms of this Agreement and make changes in existing practices and policies that are not inconsistent with the terms of this Agreement.

### **Section 14. Subcontracting**

Where custodial vacancies exist that impair the ability of the District to adequately maintain its facilities, the order of preference and effort made to meet custodial staffing needs will be as follows:

1. Substitutes from a dedicated pool of Substitute Custodial employees;
2. Overtime from existing employees who are part of the bargaining unit;
3. Substitutes from a pool of part-time district employees who wish to work additional hours as Substitute Custodial employees and who will be paid at the same rate as Substitute Custodial employees (hiring rate with -0- experience);
4. Third-party cleaning services at any school building location working only as second shift. The Custodial Supervisor will coordinate with the Head Custodian the work to be performed. The Facilities Director will make every effort to minimize the length of time third-party cleaning services may be utilized.

Where overtime opportunities are to be offered for custodial work, such overtime shall be offered to bargaining unit employees prior to Substitute Custodial employees.

## **ARTICLE 17**

### **NO STRIKE**

The Union agrees that employees who are subject to the terms of this Agreement shall have no right to engage in any work stoppage, slow down, strike, or lockouts.

## **ARTICLE 18**

### **DELEGATION OF AUTHORITY**

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer or in any way abridging or reducing such authority. This Agreement shall be construed as requiring the Employer to follow its provisions in the exercise of the authority conferred upon it by law.

All provisions of this Agreement, notwithstanding the laws of the United States of America, State of Maine, the Lewiston City Charter, Lewiston City Ordinances, and Rules and Regulations of the School Department authorized by the aforesaid law, charter and ordinance, shall in all instances, control and prevail.

The Union and the Employer acknowledge that the terms and conditions set forth in this Agreement express the full and complete agreement of the parties. In the event that either party desires to meet and discuss items which are not included in this Agreement at any time during the term of this Agreement, it may give notice of such desire to the other party. If the other party agrees to meet and discuss, and if the parties reach an agreement, such agreement shall be set forth in a formal amendment to this Agreement

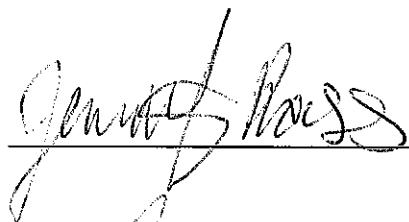
**ARTICLE 19**

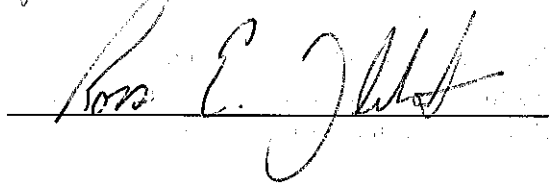
**TERMINATION**

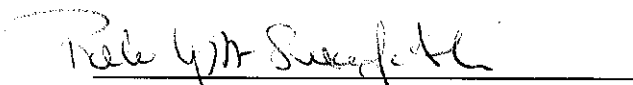
This agreement shall be effective as of July 1, 2020, and shall continue in effect until June 30, 2023. This agreement represents the entire agreement between the parties, who agree that all matters which were subject to negotiations have been fully discussed and resolved as expressed herein.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 8<sup>th</sup> day of December, 2020.

**MAINE SERVICE EMPLOYEES  
ASSOCIATION**

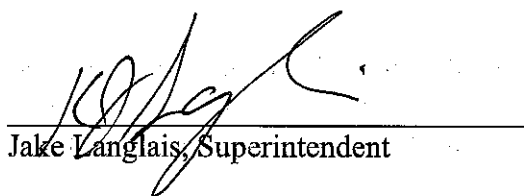
  
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**LEWISTON SCHOOL COMMITTEE**

  
\_\_\_\_\_  
Megan Parks, Chairperson

  
\_\_\_\_\_  
Jake Langlais, Superintendent

  
\_\_\_\_\_  
Bobbi Avery, Chief Administrative Officer

CLASSIFICATION PLAN

<u>Position</u>	<u>Class Grade</u>
Custodian I Clerk Typist Maintenance Person Library Assistant	G-8
Custodian II	G-9
Principal Clerk Senior Account Clerk Maintenance Person II Head Custodian, Elementary and Middle Schools Adult Education Clerk (full time)	G-10
Head Custodian, High School	G-11
Senior Principal Clerk* Senior Maintenance Person Driver, District Deliveries Special Education Billing Clerk Special Education Secretary (school building based)	G-12
Senior Principal Clerk, Farwell, Martel, Longley	
District Senior Maintenance Person	G-14

\*The individual who holds the Senior Principal Clerk position at Farwell Elementary School as of July 1, 2020, will remain in Class Grade G-13 until that individual no longer holds the Farwell Senior Principal Clerk position.

**APPENDIX A, Page 2**

2020-21						
Grade/Step	1-3	4-5	6-8	9-10	11-12	20+
G-8	14.35	14.64	14.97	15.34	15.76	16.24
G-9	14.54	14.83	15.16	15.54	15.97	16.45
G-10	15.05	15.35	15.70	16.09	16.53	17.03
G-11	15.58	15.89	16.25	16.66	17.11	17.63
G-12	16.08	16.40	16.77	17.19	17.66	18.19
G-13	16.67	17.00	17.39	17.82	18.31	18.86
G-14	17.67	18.02	18.43	18.89	19.41	19.99

2021-22						
Grade/Step	1-3	4-5	6-8	9-10	11-12	20+
G-8	14.64	14.93	15.27	15.57	15.88	16.20
G-9	14.83	15.13	15.47	15.78	16.09	16.41
G-10	15.35	15.66	16.01	16.33	16.66	16.99
G-11	15.89	16.21	16.57	16.91	17.24	17.59
G-12	16.40	16.73	17.11	17.45	17.80	18.15
G-13	17.00	17.34	17.73	18.09	18.45	18.82
G-14	18.02	18.38	18.80	19.17	19.56	19.95

2022-23						
Grade/Step	1-3	4-5	6-8	9-10	11-12	20+
G-8	14.93	15.23	15.57	15.88	16.20	16.52
G-9	15.13	15.43	15.78	16.09	16.41	16.74
G-10	15.66	15.97	16.33	16.66	16.99	17.33
G-11	16.21	16.53	16.91	17.24	17.59	17.94
G-12	16.73	17.06	17.45	17.80	18.15	18.52
G-13	17.34	17.69	18.09	18.45	18.82	19.20
G-14	18.38	18.75	19.17	19.56	19.95	20.35

Each employee will advance by one Step each July, as defined below, until reaching the highest eligible Step. Step changes are effective in the first pay period of each fiscal year that includes July work days. An employee hired June 1 - June 30 in any fiscal year is not eligible for a Step change in the first subsequent fiscal year.

Example: An employee hired during June 2018 is not eligible for Step changes that will be effective in July 2018. The employee is eligible for a Step change in July 2019.

Except for those employees already at Step 20 as of July 3, 2017, the highest Step will be Step 12.

## STIPENDS

The position of Senior Maintenance Person (Grade 12 or higher) may qualify for a maximum of four (4) individual annual stipends in the amount of \$250 each (total of \$1,000), for certifications or licenses held by the Employee which exceed the minimum requirements for the position. The Director of Facilities may authorize the qualification of each certification or license, subject to the approval of the Superintendent.