

AGREEMENT

Between the

SCARBOROUGH BOARD OF EDUCATION

AND

SCARBOROUGH EDUCATION ASSOCIATION MEA/NEA

FOR

SCARBOROUGH CUSTODIANS

AND

SCARBOROUGH FOOD SERVICE SPECIALISTS

July 1, 2018 to June 30, 2021

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ARTICLE 1 – RECOGNITION

A. Positions Included

The Scarborough Board of Education (hereinafter Board) hereby recognizes the Scarborough Education Association/MEA/NEA (hereinafter Association) as the sole and exclusive bargaining representative for the purpose of negotiations with respect to wages, hours and working conditions for the employees of the Scarborough Public Schools in the classifications of food service specialists (to include kitchen workers, cooks/bakers and kitchen team leaders) and custodians (to include custodians and lead custodians) as defined in 26 M.R.S.A. § 962, and excluding all other employees of the School Department.

ARTICLE 2 – DEFINITIONS

A. Employee

Unless otherwise indicated, the term “employee” when used hereinafter in this Agreement, shall refer to employees in the bargaining unit who have completed the probationary period.

B. School Year/Year-Round

The school year shall follow the school calendar adopted by the Board each year. Year- round shall follow the contract year, July 1st to June 30th.

C. Full-Time

A food service employee is considered full-time if s/he is scheduled to work thirty (30) hours or more per week.

A custodial employee is considered full-time if s/he is scheduled to work forty (40) hours per week.

D. Part-Time

A food service employee is considered part-time if s/he is scheduled to work fewer than thirty (30) hours per week.

A custodial employee is considered part-time if s/he is scheduled to work fewer than forty (40) hours per week. Regular scheduled hours are defined as required work hours per week to be employed.

E. Probationary Period

The probationary period for all employees shall be twelve (12) months from the first date of work.

F. Benefits

Those employees who work less than full-time, as defined in Article 2.C, shall receive pro-rated benefits based upon regular scheduled time worked, except for benefits defined in Article 5.C, D and F which requires a minimum of 20 hours of regularly scheduled hours per week to be eligible for pro-rated benefits.

G. Seniority

Wages, seniority, and vacation eligibility under this Agreement shall be calculated on the employee's most recent date of hire. For food service specialists, school vacations, including summer, shall not be considered to be a break in employment.

H. Extra work

Extra work is any work over and above the employee's normal working hours.

I. Days

Days mean business days that the Superintendent's office is open.

ARTICLE 3 - MANAGEMENT RIGHTS

The Association agrees that the Board has the right and authority to manage its operation and to direct its work force, except those rights which are specifically abridged, modified, or delegated by the provisions of this Agreement. The Association further recognizes the right of the employer to establish rules and regulations so long as those rules and regulations are not inconsistent with the provisions of this Agreement.

ARTICLE 4 - ASSOCIATION RIGHTS

A. Use of Buildings

Duly authorized representatives of the local Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with scheduled meetings or assigned duties of the employees, in accordance with Board policy. The Association will not be charged for the use of school buildings except to the extent an additional cost to the District for such use is incurred.

B. Posting Notices

The Association shall have the right to post notices of activities and meetings of the Association on employee bulletin boards. The Association may use the interschool mail service and employee mailboxes for communication to employees, as long as this practice does not become disruptive.

C. Dues Deduction

1. The Board agrees to deduct from the employee's salary, a sum for Association dues as said employee individually and voluntarily authorizes in writing. The Board shall transmit each sum deducted bi-weekly, to the designated treasurer of the Association, but will accept no responsibility or liability for such sum thereafter.
2. Authorization to deduct such dues shall continue in effect unless revoked by the employee in writing by September 15th of any year to the local Association and payroll department.
3. The Association will indemnify and hold the Board harmless against all claims or suits of any nature which might arise by reasons of said dues deduction and the forwarding of same to the Association.

D. Meeting Attendance

All employees have the right to attend Association meetings. Association meetings shall not be scheduled between the hours of 7:30 and 3:00 on school days. If a meeting occurs during an employee's shift, the employee will notify his/her supervisor twenty-four hours in advance and make up the time within one week of the attended meeting.

ARTICLE 5 - WAGES AND BENEFITS

A. Wages

1. The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made apart hereof.
2. Certification - Food Service Employees

The Board agrees to pay food service specialists at their contracted hourly rate for courses leading to School Nutrition Association certification. The amount of this benefit is limited to thirty (30) hours per year or three (3) courses times ten (10) hours.

B. Additional Work

1. Rate

Additional work will be paid at the rate of time and one-half, but only after forty (40) hours have actually been worked. The work week begins on Saturday and ends on Friday.

2. Catering
Training of new skilled employees will be provided on a per need basis. All catered events will be paid at time and a half plus \$5.

3. Distribution

Additional work will be determined by the department administrator. Additional work will be offered from the seniority list on a rotation basis. If any employee refuses the additional work, it shall be recorded as skipped for purposes of the rotation list and the next in line would then be offered the work.

This procedure will be followed during vacation periods, including weekends and summer vacations. If an employee is out ill or on vacation when his/her name is next in line for additional work, s/he will be skipped until his/her next rotation.

- a. Additional work (work that is not regularly scheduled such as events and weekend activities) shall be staffed as follows:

1. Part-time employees shall be offered the work first.
2. If no part-time employees are available, full-time employees shall be offered the work (even if such work results in overtime).

- b. Substituting for Regularly-Scheduled Work

1. Part-time employees shall be offered the work first.
2. If no part-time employees are available, full-time employees shall be offered the work (even if such work results in overtime).

- c. Summer Work

1. Regular full-time employees will get their guaranteed hours.
2. Part-time employees will get the amount of hours they are regularly scheduled to receive and will be offered additional hours to the extent there is additional work for which they are qualified and to the extent such work does not result in any overtime.
3. Temporary workers shall provide additional assistance during the summer as determined by the School Department.
4. For the summer food service program, food service specialists will be given the first opportunity to volunteer to work. Assignments will be granted based on seniority and the ability to do the job.

- d. There is no promise of overtime for any employees of the Scarborough Public Schools.
- e. The Scarborough Public Schools retain its right to hire any number of employees, to assign such employees, and to set work hours.

C. Overtime

1. Employees covered by this Agreement shall receive overtime pay at their applicable hourly rates for all hours in excess of forty (40) hours per week.
2. If an observed holiday falls during the scheduled work week of an employee, the hours normally worked per day shall be included in computation of his/her eligibility for time and one half (1.5) pay.
3. When overtime work is necessary, the Administrator will make every reasonable effort to distribute overtime equally among the employees in the affected position providing the employee is capable of performing the work.
4. The Administration shall not unilaterally curtail the scheduled hours of work of an employee during a work week in which the employee has previously worked hours outside of his/her regular work schedule in order to avoid overtime pay.

D. Health Insurance

1. For the contract term, the Board will offer the MEA Benefits Trust Choice Plus, Standard, Standard 500 Deductible and Standard 1000 Deductible Plans.
2. The Board agrees to pay up to the amount for which the employee is eligible depending upon marital status and dependent status for a single, two-person, adult with child, or full family subscription for the Choice Plus Plan.
3. For the contract term, the maximum yearly rate that the Board will pay for health insurance shall not exceed 80% of the cost of the Choice Plus Plan in which the employee enrolls. Employees who choose to enroll in a plan with higher premiums are responsible for the cost over the Board's contribution as described above.
4. When both spouses are employed full-time by the Scarborough Public Schools, they shall be entitled to have 100% of the health insurance premium for the Choice Plus Plan paid by the District. The employees must take the lowest cost alternative available (for example, if the cost of two single plans is lower than the cost of a two-adult plan, the employees must take the two single plans.)
5. If the spouse of an employee is eligible for health insurance coverage through his or her employer (whether through direct premium payment, cafeteria plan benefit, cash allowance, or otherwise) and is eligible to

receive the full-time health insurance benefit of that employer, the maximum health insurance premium paid by the Board to which an employee shall be entitled shall be the dollar amount for the adult with child premium. Employees who request to have their spouse covered under the Board's plan are required to sign a certification that their spouse does not have health insurance available through their own employer.

6. The Board agrees to formally adopt a Section 125 plan to permit employees to pay insurance premiums with pretax dollars.
7. Employees working fewer than four (4) hours per day or twenty (20) hours per week shall not be eligible for the benefits of this Article.

E. Alternate Option In-Lieu-Of Health Insurance

1. Employees wishing to opt out of the District's health and dental plan are eligible to receive payment to a qualified tax sheltered annuity (TSA) each year. This will be paid in quarterly installments beginning at the end of the first quarter under the following conditions:

- a. The employee must provide proof that s/he and/or his/her family, as appropriate, have health and dental insurance elsewhere.
- b. That such sum is deposited to an approved and qualified tax-sheltered annuity for the benefit of the employee.
- c. The annual TSA-in-lieu amount will be determined on September 1 of each year of the contract and will be based upon the number of employees opting out of the District-provided health and dental insurance as follows:

Number of employees opting out	Amount of TSA-in-lieu
1 - 49	\$800.00
50 - 59	\$1,000.00
60 or more	\$2,000.00

Annually, the Board will project the TSA-in-lieu amount for the following year based on enrollment data as of June 1. The Board will provide the Association with a projected TSA-in-lieu amount for the following year by June 15 of each year in the contract. The final approved TSA-in-lieu amount for each contract year will be determined based on actual enrollment data as of September 1 of that year. Enrollment data and the approved TSA-in-lieu amount will be provided to the Association by September 15 each year.

- d. Employees may change their enrollment status during the contract

year under the provisions of the insurance provider.

- e. Employees who change their status by enrolling in the insurance program after September 1 of any contract year will immediately cease to receive payments-in-lieu.
- f. Employees who drop out of the insurance program after September 1 of any contract year will receive payments-in-lieu beginning with the subsequent quarter following the change.

F. Life Insurance

The Board agrees to provide a \$30,000 life insurance benefit for all full-time employees covered by this Agreement.

G. Dental Insurance

The Board agrees to pay ninety (90%) percent of the cost of a single subscriber dental plan which is selected by the Board and the Association.

H. Vision Insurance

The Board will make a vision insurance plan available to employees. The cost of such coverage is fully paid by the employee.

I. State and National Health Insurance Plans

Upon the effective date of either state or national health insurance plan, if current language violates state or federal law, this Agreement may be reopened at the request of either party to bargain replacement language for this Article which will be in compliance with such plan.

J. Maine Public Employees Retirement System

Employees are eligible for Maine Public Employees Retirement as deemed eligible by the Maine Public Employees System and are a part of the Participating Local District (PLD). The Scarborough Public Schools agrees to participate in the Maine Public Employees Retirement System Plan AC for all eligible employees.

K. Retirement Stipend

1. Qualification

The Board shall pay a retirement stipend to each employee who has been continuously employed by the District for at least twenty (20) years, has accumulated at least thirty (30) days of sick leave at the time of retirement, has retired as an employee of the Scarborough Public Schools, and is drawing retirement benefits.

2. **Stipend**

The retirement stipend shall be the per diem rate for thirty (30) days of sick leave or four thousand dollars (\$4,000) for twenty (20) continuous years of service and forty-five hundred dollars (\$4,500) for twenty-five (25) continuous years of service, whichever is less. This is a one-time payment only.

L. Work in a Higher Classification

All food service employees will be given an opportunity on an annual basis within the first two (2) weeks of the school year to opt to be trained in any of the other food service classifications. Training in that classification(s) will occur over the course of the school year. Once an employee has completed and passed the training, s/he will be eligible to be on the seniority rotation list to fill in for temporary vacancies within that classification.

Qualified employees will be given an opportunity on an annual basis within the first two (2) weeks of the school year to opt to sign up to be on the seniority rotation list for temporary work in other classification(s). The employees may change their status by resubmitting the form to their supervisor at any time during the year.

When a temporary vacancy occurs in any position, the most senior person at the building site where the temporary vacancy occurs will fill that position on a seniority rotation basis.

Employees are eligible to be added to this list upon the completion of one (1) year of service and the appropriate training.

Employees working in a higher classification will be paid at the rate of the higher classification provided the employee has worked the entire shift in such higher classification.

ARTICLE 6 - WORK HOURS

A. Work Week

A schedule of work will be posted for all bargaining unit members by August 15th and a summer schedule posted by July 1.

B. Paid Breaks during the Work Day

There shall be two (2) fifteen (15) minute paid breaks and one (1) one thirty (30) minute unpaid break. Only during the 30 minute break may the employee leave the workplace.

C Flexible Summer Work Schedule

The summer work is scheduled during the following times: 1st Monday after the last day of school until the Friday before the 2 weeks before school starts. There are three summer options:

- Monday through Friday - 8 hours/day
- Monday through Thursday – 10 hours/day

- Tuesday through Friday – 10 hours/day

Your supervisor will determine which days will be worked for the summer schedule.

D. Unsafe Hazardous Conditions

Employees are expected to report any unsafe or hazardous conditions to their supervisor immediately so that these conditions can be addressed.

Employees may not refuse to perform their customary duties, but will not be requested to work under conditions which are unsafe or hazardous, or to perform tasks which endanger their health, safety or well-being.

ARTICLE 7 - LEAVES OF ABSENCE

A. Sick Leave

1. Accrual Rate

Employees may earn up to one (1) day per month worked based on regularly scheduled hours, to a total of ten (10) days for school year employees and twelve (12) days per month for year-round employees. Full-time employees may accumulate up to ninety (90) sick days and part-time employees may accumulate up to sixty (60) sick days.

2. Use of Leave

- a. Personal illness or physical incapacity that renders an employee unfit to perform the duties of his/her assigned position or as otherwise provided by Board Policy or law.
- b. Illness of a member of the employee's family up to a maximum of forty-five (45) days per year. Family shall be defined as a spouse, child, or parent in natural, in-law, step relationships, and those under legal guardianship.

3. Certification of Leave

An employee who has utilized sick leave in a manner which suggests abuse will present a doctor's certificate upon the request of the Superintendent or his/her designee.

4. Notification of Accrual

Sick leave accruals shall be provided on the bi-weekly pay stubs.

B. Sick Leave Bank

1. The sick leave bank days are to be administered by a committee consisting of the Superintendent's designee and two Executive Board members. Use of the Sick Leave Bank days is limited to serious or catastrophic illness or injury of the employee. All decisions are final and non-grievable.
2. Each non-probationary employee who wishes to become a member of the sick leave bank shall contribute one (1) day from his/her accumulated personal sick leave to a sick leave bank each year. This action is voluntary on the part of the employee.
3. To qualify for sick leave from the sick leave bank, an employee must have:
 - a. Voluntarily contributed one (1) day of his/her own personal sick leave during that year.
 - b. Used all of his/her personal sick leave.
 - c. Completed the application form attached as Appendix C.
 - d. Provided a doctor's certificate indicating the existence of an illness or accident requiring extended leave from work.
 - e. The period of illness must have extended ten (10) days or more. This provision may be waived at the discretion of the Committee.
4. Sick leave bank members withdrawing sick leave days from the bank will not have to replace these days, except as a regular contributing member of the bank.
 - a. Employees must notify the Superintendent's Office if they wish to contribute, by September 15 each year.
 - b. Sick leave days contributed to the bank may not be withdrawn if the member, at a later date, leaves the employ of the Board or no longer participates in the sick leave bank.
 - c. A member who uses the sick leave bank must contribute a sick leave day to the bank the following year.
5. Restrictions:
 - a. Upon application and approval, a member may draw a maximum of sixty (60) days from the sick leave bank. In no case shall a member draw more days from the sick leave bank than four (4) times the member's equity in accumulated personal sick leave. Equity in accumulated personal sick leave will be determined at the beginning of

an employee's sickness. The maximum number of sick leave days in the aggregate shall be three hundred and sixty (360) working days.

- b. In the event that an employee may be so disabled as to qualify for Maine PERS or Social Security disability retirement benefits, the employee shall, as a condition of receiving sick leave benefits from the bank, diligently and in good faith apply for and pursue a disability retirement application. If the employee is granted disability retirement, his/her employment shall terminate for purposes of retirement as of the date the disability retirement benefits begin and no further sick leave bank benefits shall be paid. Any days which were paid through the sick leave bank but subsequently covered by disability retirement benefits must be repaid to the district, and these repaid days will be placed back in the sick bank.

C. Personal Days

Employees will be allowed to take up to two (2) personal days to conduct business which cannot be conducted during non-working hours. Personal time may be taken in partial days if manpower scheduling permits. All requests must be written with a minimum two (2) days advance notice. The request for personal leave will be submitted to the supervisor, but will be approved by the Superintendent. Authority for this approval may be delegated. Requests will be granted if adequate staffing coverage exists. These days are not to be used for vacation type activities and will be deducted from the employee's sick leave but will not affect Paragraph E.6. These days are not accumulated.

D. Bereavement Leave

Up to a total of five (5) days per year with three (3) of these days being bereavement days and two (2) days being deducted from the employee's sick leave days may be used for the death of relatives that requires the presence of the employee. The immediate family under this section will be defined as spouse, parents, siblings, children, step-children, grandparents, in-laws, aunts, uncles, person living in the same household and/or under legal guardianship. Personal days may be used to extend this time in the event of the death of a member of the immediate family (spouse, child, sibling, or parent). Bereavement leave will not affect the additional vacation days available under Section E.6.

E. Vacation

1. Eligibility

Eligibility will be determined based upon the number of full years of employment completed at the employee's anniversary date of hire.

2. Accumulation

At the discretion of the employee, earned vacation time for school-year employees shall be paid after completion of the school year or during a school vacation in accordance with the scheduling provisions below.

3. Carry Over

Year-round employees may carry forward up to five (5) days of unused vacation into the following fiscal year. The employee will notify the Superintendent of Schools if that is his/her wish.

4. Scheduling

- a. Employees will be provided with a vacation request form on the first day of work in the fall. Employees are to identify their requested dates and return the form to their department administrator within two (2) weeks. From these initial requests, scheduling of vacations will be done on a seniority basis. After the initial requests, scheduling will be done on a first come, first served basis. Once a vacation is scheduled, a senior employee may not bump another employee. The department supervisor will post a calendar which will show the vacation days that have been taken. Requests must be made no less than three (3) days in advance of the first day of vacation.
- b. Up to five (5) vacation days per year, for year round employees only, may be taken with the exclusion of 2 weeks before the opening of school. All other vacations shall be taken during school vacation or other non-student days.
- c. No more than six (6) custodial employees district-wide may take vacation during other weeks when school is not in session.
- d. Any exceptions to section 4 may be granted by the Superintendent at his/her discretion in extenuating circumstances.

5. Payment of Vacation

- a. For school year employees, unused vacation will be paid at the end of the Agreement year in the last payroll of the fiscal year.
- b. Employees who resign, retire or are terminated from employment will be paid accrued vacation benefits for which they are eligible.

6. Bonus Day

An employee who works five (5) consecutive months without using a sick day will receive an additional paid vacation day. This benefit will be limited to two (2) days per contract year and shall be non-cumulative.

7. Notification of Accrual

Vacation amounts shall be provided on the bi-weekly pay stubs.

8. Vacation Earnings:

a. Custodians hired prior to July 1, 2015:

<u>Years of Service</u>	<u>Days Earned</u>
1-2	8
3-5	13
6-15	18
16+	23

b. Custodians hired on July 1, 2015 or after:

<u>Years of Service</u>	<u>Days Earned</u>
1-2	5
3-5	10
6-15	15
16+	20

c. Food Service Specialists

Food service specialists hired on or before May 30, 1996 will have their vacation grandfathered at the number of days for which they are eligible on June 30, 2009.

<u>Years of Service</u>	<u>Days Earned</u>
1 - 2	3
3 - 5	5
6 - 15	8
16+	10

See E.6 above.

F. Holidays

1. Days:

- | | |
|-----------------------------------|----------------------------|
| ●New Year's Day | ●Labor Day |
| ●Martin Luther King Day | ●Columbus Day |
| ●President's Day | ●Veteran's Day |
| ●Patriot's Day | ●Thanksgiving Day |
| ●Memorial Day | ●Day after Thanksgiving |
| ●Fourth of July (for employees | ●December 24th |
| working during the month of July) | ●December 25 th |

If the holiday occurs on a day that the employee is scheduled to work, the employee will be paid for the holiday as well as the work day.

2. Holiday Eligibility

In order for an employee to receive holiday pay, the employee must have worked the last scheduled day before and the first scheduled day after the holiday, unless they are a patient in a hospital, absent as a result of a death in the immediate family as defined in this Agreement, or on approved medical leave.

3. Saturday/Sunday Holidays

Any holiday falling on a Saturday will result in no work on Friday. Any holiday falling on a Sunday will result in no work on Monday.

4. Holidays During Vacation

When a holiday falls during an employee's vacation week, the employee will receive pay for the holiday and be considered to have taken four vacation days.

G. Court Appearance

If for any reason an employee is requested to appear in a court of law to provide testimony relative to his/her job, the employee will be entitled to receive pay and reimbursement for parking and tolls for the length of the court appearance, except when the dispute is between the Board and or the Administration and the employee.

ARTICLE 8 - CANCELLATIONS/CALL-INS/EMERGENCIES

A. Weather-Related Cancellations

Custodians are expected to work on days when school is closed due to weather. Start and end times for shifts may be adjusted due to weather conditions at the sole discretion of the supervisor and administration.

1. If a custodian believes that driving conditions are too hazardous to travel to or from work, he/she may use Vacation time.
2. Custodians will be guaranteed a full day's pay should they be sent home early by their supervisor.

B. Emergency Cancellation

1. If work is cancelled for other than weather-related reasons, employees will be paid for the time without reporting for work if work is cancelled for the day by the Superintendent or his/her designee.
2. In the case of an emergency work cancellation lasting more than one day, employees will be paid when the time is actually worked. The administration has the discretion to change the work location in lieu of cancelling work.

C. Reporting Pay

Employees will receive two (2) hours of pay if work is cancelled after an employee's report time, and the employee has reported to work, or be paid for the time actually worked, whichever is greater.

D. Shortened School Day

On those days when a shortened school scheduled occurs, food service specialists shall be paid for a regularly-scheduled day and may be required to perform work.

ARTICLE 9 – UNIFORMS

A. Clothing

1. Food Service

Food service specialists agree to wear uniforms and protective shoes during working hours. The Board is to initially supply each Food Service employee up to five (5) shirts and five (5) aprons. When an employee needs a replacement item, s/he shall turn in the worn or soiled item for a new one. A clothing allowance of one hundred twenty five dollars (\$125.00) will be provided for an employee to purchase pants/shorts and shoes. Shoes will be replaced no more than once per contract year. An employee shall be eligible for uniforms after three (3) pay periods. The uniforms remain the property of the District in the event of termination of employment with less than two (2) years of service. No employee will be provided more than two (2) times the amount of allotted uniform items. It is understood that employees are entitled to a clothing allowance no more than once in a twelve (12) month period. Work clothes/shoes may only be worn during work shifts.

2. Custodial Employees

Employees agree to wear uniforms and protective shoes during working hours. The Board is to initially supply each employee up to five (5) uniform pants, a pair of protective shoes, five (5) uniform shirts and one (1) jacket if needed. No more than one hundred seventy five dollars (\$175.00) may be expended for protective shoes. When an employee needs a replacement item, s/he shall turn in the worn or soiled item and may replace it with a different uniform item provided the total expenditure does not exceed one hundred seventy-five dollars (\$175.00) and provided that no employee will be permitted to accumulate more than twice the allowed allotment for any item. An employee shall be eligible for uniforms after three (3) pay periods. The uniforms remain the property of the District in the event of termination of employment with less than two (2) years of service. It is understood that employees are entitled to uniforms and shoe reimbursement no

more than once in a twelve (12) month period. Uniforms and shoes may only be used during work shifts.

3. Selection

The Association will be consulted as to style and color before any selection is made. Any article of clothing designated by the Board to be worn by employees will be paid for, in its entirety, by the Board. This may be done by direct Board purchase or by a clothing allowance provision of sufficient value to cover mandated clothing expenses.

ARTICLE 10 – VACANCIES

When a vacancy occurs in a position which is going to be filled, it will be posted on the website and in-house within fifteen (15) calendar days of the date of the decision to fill the vacancy and awarded thereafter to the most qualified applicant. If a qualified candidate is not found, the posting will remain open. If the most senior applicant does not receive the assignment, s/he will be provided with a written reason. This reason is not arbitrable. If school is not in session, food service employees will be notified of a vacancy by the food service department.

ARTICLE 11 - RESIGNATION AND REDUCTION IN FORCE

A. Resignation

1. Notice

An employee will give a fourteen (14) calendar day notice in order to resign in good standing unless the Superintendent agrees to waive this notice.

2. Severance from Employment

Employees who are released from the employment of the Scarborough Public Schools will receive any accrued vacation pay that may be due.

B. Reduction in Force

1. Seniority Lists and Impact Areas

Seniority lists will be created for each classification as follows:

- a. Food Service Specialists
 - Kitchen Team Leader
 - Cook/Baker
 - Kitchen Worker

- b. Custodial Employees
Lead Custodian
Custodian

These lists will be placed on the bulletin board(s) in each work location of the employees and sent to the President of the Association at the same time as posting. Seniority lists will be updated each year and posted before October 1st. If no objections are raised within thirty (30) calendar days, the experience listed shall be deemed accurate. If an objection is raised, the Superintendent shall rectify the error and document that in a letter to the employee and the President of the Association.

2. Seniority Computation

Wages, seniority, and vacation eligibility under this Agreement shall be calculated from the most recent date of hire in the bargaining unit. School vacations, including summer, shall not be considered to be a break in employment for food service specialists.

3. Reduction in Force (RIF)

- a. "Reduction in Force" (RIF) shall mean elimination of a position for bona fide financial or program reason.
- b. In the event of a RIF, part-time positions in an impact area will be eliminated first whenever possible prior to the elimination of full-time positions.
- c. Layoffs will be made on the basis of seniority, with the least senior employee laid off first. In the event of a RIF in the lead custodian, kitchen team leader or cook/baker positions, an employee who was employed without a break in service in a lower custodian or food service classification (as applicable), may displace the least senior employee in their previous classification.
- d. An employee who is to be RIF'd shall receive at least thirty (30) days' written notice.
- e. The Board agrees to consult with the Association prior to a RIF and shall make available to the Association all relevant information upon request.

4. Continuation of Benefits

Employees who have been laid off shall be eligible for COBRA benefits. Employees who desire to maintain group life and health insurance in accordance with this Agreement must so notify the Superintendent/designee in writing no later than thirty (30) days after the effective date of the layoff.

5. Recall

- a. The Board shall establish a recall list of laid-off employees by impact area. An employee who has been laid off shall be placed on a recall list and shall be sent position vacancy announcements in the unit. For this purpose, it shall be the employee's responsibility to keep the Board advised of his/her current address.
- b. The Board shall offer re-employment to employees on the recall list for any vacancies in the classification from which they were laid off or in which they had previously satisfactorily served. Re-employment shall be by order of seniority. Notice of recall will be given by certified mail to the last address given to the Board by an employee. A copy of the notice of recall will be given to the Association at the same time the notice is mailed to the employee.
- c. If a full-time laid-off employee is recalled to a part-time position, s/he shall remain on the recall list for the first available full-time position.
- d. An employee who is reduced in force will remain on the recall list for two (2) years unless the employee: (a) waives recall rights in writing; (b) resigns; or (c) refuses a position.
- e. Employees re-employed within two (2) years of the effective date of layoff shall retain their seniority and all benefits accumulated prior to the layoff.
- f. Employees on the recall list who apply for positions other than those described in § 5b shall be considered to be internal candidates for those positions, as described in Article 10 (Vacancies).
- g. An employee who is re-employed within two (2) years of the effective date of layoff shall be placed in the same wage step obtained prior to the layoff.

ARTICLE 12 - CONTRACTED SERVICES

A. Rate of Pay

Food Service employees who perform contracted services, which are services performed for non-District entities, outside their regularly assigned duties shall be paid at a function rate of \$5.00 an hour more than their current hourly base pay.

B. Posting

Assignments for contracted services shall be posted. Employees wishing to work the contracted service must sign the posting by the deadline specified in the posting. Assignments will be equalized and offered on a rotation basis by seniority and ability to do the job.

ARTICLE 13 - EMPLOYEE RIGHTS

A. Association Membership

Employees shall have the right to join or refrain from joining the Association. No employee shall be favored or discriminated against either by the Board or by the Association because of his/her membership or non-membership in the Association.

B. Rights to Representation

Whenever an employee is required to appear before the Superintendent or the Board concerning any matter which could adversely affect the continuation of that employee in his/her position or employment, then s/he shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her during such meeting.

C. Personnel Files

1. No person other than the employee, the employee's representative, the Board, when acting as a collective body, its representative(s), administrators, or by subpoena, shall have access to the employee's personnel file unless specific written authorization is granted by the employee.
2. The Board shall maintain for official purposes one (1) personnel file for each employee. This file shall be kept under conditions that ensure its integrity and safekeeping. The personnel file shall contain copies of personnel forms, official correspondence to and from the employee, written evaluations and other appropriate material relating to the individual's employment as designated by statute.
3. Employees shall be sent a copy of all material henceforth placed in the file, at the same time the material is placed in the file. Anonymous and unattributed material shall not be placed in the file. An employee shall have the right to submit a written response to any material placed in the personnel file, within five (5) days of receipt of such material. This written response shall be attached to the appropriate material and then filed.
4. An employee and/or his/her designated representative, upon written request, shall have the right to examine and receive copies of his/her personnel file in the presence of the files' employee or designee, during the normal business hours of the office in which the file is kept.

5. An employee will be entitled to one (1) copy of his/her file per year. Thereafter, the employee and/or representative will be charged at the rate charged the public for photocopies.

D. Discipline

1. All disciplinary actions shall be consistent with the infraction for which disciplinary action is being applied.
2. Disciplinary actions shall normally follow this order; however, discipline may be taken out of order depending on the severity of the infraction.
 - a. Verbal warning with documentation not to be placed in the Personnel file
 - b. Written warning with documentation placed in the Personnel file
 - c. Suspension without pay
 - d. Discharge
3. All suspensions and discharges must be documented in writing with the reason stated and a copy given to the employee at the time of suspension or discharge. The employee may submit a written response which will become part of the record.
4. An employee may be reprimanded, disciplined, suspended, or discharged for just cause.
5. Employees shall be deemed to be continuously employed unless notified to the contrary.
6. Whenever an employee is required to appear before the Superintendent or his/her designee, concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, then s/he shall be given prior written notice.
7. Article 13.D is applicable only to non-probationary employees.

E. Complaints and Investigations

1. Initial Complaint

The Superintendent shall be responsible for ensuring that all allegations of misconduct or other complaints against an employee, on which any action is to be taken or a record is to be made, shall be investigated. The investigator shall be expected to interview at least the complainant prior to notifying the employee.

2. Preliminary Investigation

- a. If after preliminary investigation the allegations are unfounded, the investigation will terminate and the employee shall be informed in writing that a complaint was made against him/her, but was unfounded. The employee may request this finding.
- b. If the allegations are unsubstantiated, no material pertaining to the investigation will be placed in the employee's personnel file.

3. Notification

When the investigator believes that the allegation(s) may have basis in fact, the employee shall be informed in writing that s/he is the subject of an investigation along with the nature of the investigation.

4. Investigatory Interview

Any investigatory interview with an employee who is the subject of a complaint shall, to the extent possible, be held during the employee's work day and on school department property. The employee will be informed in advance of any Investigatory interview, the general nature of the complaint(s), and the consequence(s) if the allegations are founded. The employee being interviewed may have a person of his/her own choosing, which may be a representative of the Association, accompany him/her to the interview. If the employee being interviewed is a witness in the investigation, s/he will be so informed, and may have a representative of the Association accompany him/her to the interview.

5. Findings and Determinations

Upon completion of the investigation, the employee will be informed in writing of the findings and determinations made. If an Association representative attends the interview at the request of the employee, a copy of the finding(s) and determination(s) will be sent to the Association representative attending the interview with the employee.

6. Administrative Leave

Nothing in this Agreement shall limit the right of the Superintendent to place an employee on paid administrative leave pending the outcome of the investigation.

ARTICLE 14 - GRIEVANCE PROCEDURE

A. Purpose

1. Purpose

The purpose of this procedure is to secure at the lowest possible level, solutions to grievances which from time to time may arise affecting the implementation of this Agreement. The employees, the Association and the Board agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Informal Rights

Nothing herein contained shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any member of the administration.

B. Definitions

1. Grievance

A grievance is a dispute between the parties as to the meaning or application of the specific terms of the collective bargaining agreement.

2. Grievant

An employee covered by this Agreement who files a grievance or the Association.

3. Party in Interest

A party in interest is the employee or employees 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. In order to resolve a claim, it is essential for the parties to specify the affected employee(s) as early in the process as they are known to either the agents of the Board or to the Association. The Association shall be a party in interest.

4. Days

Days mean business days that the Superintendent's office is open.

C. Time Limits

1. Extension of Time Limits

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 School Department, should be made to expedite the process. The time limits may be extended by mutual agreement in writing.

2. Waiver

A grievance will be deemed waived unless submitted in writing within thirty (30) days of the events or conditions constituting the alleged grievance.

3. Authority to Waive Time Limits

Time is of the essence in the filing and processing of all grievances under this Article. Failure on the part of the grievant to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance shall constitute a waiver of any grievance and shall be a complete bar to any other forum which may be available. No court or arbitrator(s) shall have the authority to waive, amend, modify, interpret, or adjust the time requirements set forth herein.

D. Informal Procedure

If an employee and/or the Association feels that s/he and/or the Association may have a grievance, s/he and/or the Association shall first discuss it with the department administrator in an effort to resolve the problem informally.

E. Formal Procedure

1. Level One - Department Administrator

- a. If the employee and/or Association is not satisfied with the outcome of the informal procedure, the Association and/or the employee will submit the grievance in writing (see Appendix B) to the department administrator. Such written grievance shall be provided within thirty (30) days of the events or conditions constituting the alleged grievance.
- b. The department administrator shall, within five (5) days after receipt of the grievance, meet with the grievant. The department administrator shall render a decision and reasons therefore in writing to the grievant within five (5) days from the meeting.

2. Level Two – Superintendent

- a. If the grievant is not satisfied with the resolution of the grievance at Level One, s/he may, within ten (10) days after the receipt of the Level One response, file the grievance with the Superintendent. The appeal must state the reasons why the grievant disagrees with the grievance response at Level One.
- b. The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance.
- c. The Superintendent shall, within ten (10) days after the meeting, render a decision and reason(s) therefore in writing to the grievant and the Association.

3. Level Three - Board of Education

- a. If the grievant is not satisfied with the resolution of the grievance at Level Two, s/he may within ten (10) days after receipt of the Level Two response, appeal the decision of the Superintendent to the Board of Education. The appeal must state the reasons why the grievant disagrees with the grievance response at Level Two.
- b. The Board shall, at the next regularly-scheduled Board meeting (or on another date mutually agreed to by the parties) after receipt of the appeal, meet with the grievant for the purpose of reviewing the grievance.
- c. The Board shall, within ten (10) days after such meeting, render its decision and the reason(s) therefore in writing to the grievant and the Association.

4. Level Four – Arbitration

- a. If the grievant is not satisfied with the resolution in the formal procedure, s/he may request in writing to the President of the Association, that the grievance be submitted to arbitration. If the Association formally determines that the grievance is meritorious, the Association may, within ten (10) days after receipt of the Board's decision, submit the grievance to arbitration by notifying the Board in writing and referring the grievance in writing to a single arbitrator jointly selected by the parties to this Agreement. Absent agreement on an arbitrator within ten (10) days of notification, the parties will use the rules of the American Arbitration Association.
- b. The arbitrator shall promptly hold a hearing with the representatives of the Board and the Association, review the record of the prior meetings, and

call upon parties-of interest as s/he shall deem requisite.

- c. The arbitrator shall, within thirty (30) days after the hearing, render a decision in writing to all parties-of-interest, setting forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violates the terms of this Agreement or which interferes with the statutory duties of the Board. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement. Decisions of the arbitrator pertaining to this Agreement shall be submitted to the Board and the Association, and shall be binding on both parties, subject to judicial review.
- d. The costs for the services of the arbitrator shall be equally borne by the Board and the Association.

F. Rights of Employees to Representation

- 1. Any parties of interest may be represented at Level Three of the formal grievance procedure by a person of his/her own choosing.
- 2. Any meetings under this procedure shall be conducted in private and shall include such parties in interest and the designated or selected representatives heretofore referred to in this procedure.
- 3. All documents, communications, and records dealing with the processing of a grievance shall be filed in the personnel file of the grievant.

ARTICLE 15 - SAVINGS CLAUSE

If any provision of this Agreement shall be contrary to any law, such invalidity shall not affects the remaining provisions.

ARTICLE 16 - EXTRA CONTRACT

The Board agrees not to enter into any agreements or contract with its employees individually or collectively, which in any way conflicts with, adds to, or subtracts from the terms or provisions of this Agreement. Any such agreement shall be null and void. However, the Association and the Board may mutually agree to amend this Agreement. Such amendment shall be reduced to writing, ratified by the parties to the Agreement, and signed.

ARTICLE 17 - BARGAINING WAIVER

The parties agree that all matters it wished to bargain have been discussed and this Agreement represents the full agreement between the parties. There shall be no obligation by either party to negotiate over any item that could have been discussed during the term of the Agreement with

the exception of outsourcing or subcontracting unit work. The Board and the Association shall negotiate both the decision and the impact of a decision to outsource or subcontract unit work.

ARTICLE 18 – NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of the Agreement, it shall be given as follows:

1. If by the Association to the Board, in care of the Office of the Superintendent, P.O. Box 370, Scarborough, Maine 04070-0370.
3. If by the Board to the Association, in care of the President of the Association.
- 4.

ARTICLE 19 - JOB DESCRIPTIONS

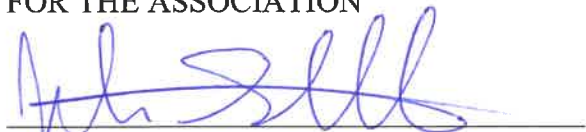
Each employee shall be provided with a current written job description which describes his/her job responsibilities. The Association shall be provided with a copy of all current job descriptions of employees in the bargaining unit within thirty (30) days of the execution of this Agreement and whenever jobs are created or modified.

ARTICLE 20 – DURATION

This Agreement shall be effective as of July 1, 2018 and shall be in effect until June 30, 2021. Retroactive wage increases from the date of execution back to July 1, 2018 shall be effective only for employees currently employed by the Board as of the date of execution. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective President and Chairman as attested to by their respective secretaries.

FOR THE ASSOCIATION



Signature

Justin Stebbins

Printed Name

Head Negotiator

Title

Dated: 6-15-18

FOR THE BOARD



Signature

Jacquelyn A. Perry

Printed Name

Chair: Negotiations

Title

Dated: 6/18/18

APPENDIX A WAGE SCHEDULE

Step	Yrs Exp	2018-19					2019-20					2020-21				
		Kitchen Worker	Cook/ Baker	Kitchen Manager	Custodian	Lead Custodian	Kitchen Worker	Cook/ Baker	Kitchen Manager	Custodian	Lead Custodian	Kitchen Worker	Cook/ Baker	Kitchen Manager	Custodian	Lead Custodian
1	0	13.58	15.42	17.87	15.69	16.74	13.99	15.88	18.41	16.16	17.24	14.55	16.51	19.15	16.81	17.93
2	1	13.96	15.79	18.41	16.22	17.27	14.38	16.27	18.96	16.71	17.79	14.95	16.92	19.72	17.38	18.50
3	2	13.96	15.79	18.41	16.22	17.27	14.38	16.27	18.96	16.71	17.79	14.95	16.92	19.72	17.38	18.50
4	3	14.17	16.06	18.68	16.49	17.54	14.60	16.55	19.24	16.98	18.06	15.18	17.21	20.01	17.66	18.79
5	4	14.17	16.06	18.68	16.49	17.54	14.60	16.55	19.24	16.98	18.06	15.18	17.21	20.01	17.66	18.79
6	5	14.44	16.55	19.05	16.86	17.91	14.88	17.05	19.63	17.37	18.45	15.47	17.73	20.41	18.06	19.19
7	6	14.44	16.55	19.05	16.86	17.91	14.88	17.05	19.63	17.37	18.45	15.47	17.73	20.41	18.06	19.19
8	7	14.61	16.82	19.27	17.07	18.12	15.04	17.32	19.85	17.59	18.67	15.65	18.02	20.64	18.29	19.41
9	8	14.61	16.82	19.27	17.07	18.12	15.04	17.32	19.85	17.59	18.67	15.65	18.02	20.64	18.29	19.41
10	9	14.82	16.98	19.64	17.45	18.50	15.27	17.49	20.23	17.97	19.05	15.88	18.19	21.04	18.69	19.81
11	10	14.82	16.98	19.64	17.45	18.50	15.27	17.49	20.23	17.97	19.05	15.88	18.19	21.04	18.69	19.81
12	11	14.93	17.20	19.86	17.66	18.71	15.38	17.71	20.45	18.19	19.27	15.99	18.42	21.27	18.92	20.04
13	12	14.93	17.20	19.86	17.66	18.71	15.38	17.71	20.45	18.19	19.27	15.99	18.42	21.27	18.92	20.04
14	13	15.09	17.41	20.29	18.09	19.13	15.54	17.94	20.89	18.63	19.71	16.17	18.65	21.73	19.37	20.50
15	14	15.09	17.41	20.29	18.09	19.13	15.54	17.94	20.89	18.63	19.71	16.17	18.65	21.73	19.37	20.50
16	15	15.20	17.63	20.39	18.19	19.24	15.66	18.16	21.01	18.74	19.82	16.28	18.88	21.85	19.49	20.61
17	16	15.20	17.63	20.39	18.19	19.24	15.66	18.16	21.01	18.74	19.82	16.28	18.88	21.85	19.49	20.61
18	17	15.36	17.79	20.50	18.30	19.35	15.82	18.33	21.12	18.85	19.93	16.46	19.06	21.96	19.60	20.72
19	18	15.36	17.79	20.50	18.30	19.35	15.82	18.33	21.12	18.85	19.93	16.46	19.06	21.96	19.60	20.72
20	19	15.47	17.90	20.88	18.67	19.72	15.93	18.44	21.50	19.23	20.31	16.57	19.17	22.36	20.00	21.12
21	20	15.47	17.90	20.88	18.67	19.72	15.93	18.44	21.50	19.23	20.31	16.57	19.17	22.36	20.00	21.12
22	21	15.58	18.01	20.98	18.78	19.83	16.04	18.55	21.61	19.34	20.42	16.69	19.29	22.48	20.11	21.24
23	22	15.58	18.01	20.98	18.78	19.83	16.04	18.55	21.61	19.34	20.42	16.69	19.29	22.48	20.11	21.24
24	23	15.69	18.06	21.09	18.88	19.93	16.16	18.60	21.72	19.45	20.53	16.80	19.35	22.59	20.23	21.35
25+	24	15.69	18.06	21.09	18.88	19.93	16.16	18.60	21.72	19.45	20.53	16.80	19.35	22.59	20.23	21.35

APPENDIX B
GRIEVANCE FORM

Grievant(s):

School(s):

Grievance Representative(s):

Date of Occurrence:

Article(s) and Section(s) of Agreement Violated:

Statement of grievance (including date of acts or omissions complained of):

Remedy sought:

I (we) will be represented in this grievance by: (check one)

Association ☐

Myself ☐

Ourselves ☐

Association grievance representative's signature: _____
(If the Association is representing the grievant(s), an Association representative must sign here.)

Names or classifications of affected employees:

The grievance was filed with the office of _____
on _____ by (check one): mail ☐ personal delivery ☐

Signature(s) of grievant(s):

(If not represented by the Association, the grievant(s) must sign here.)

Date: _____

Appendix C

SCARBOROUGH SCHOOL DEPARTMENT SICK LEAVE BANK CERTIFICATION

Certification of Health Care Provider for Employee's Prolonged Illness

A. FOR COMPLETION BY THE SCHOOL DEPARTMENT:

Employee name: _____

Employee's job title: _____

List employee's essential job functions (or attach job description):

B. INSTRUCTIONS TO THE EMPLOYEE: You must give this form to your health care provider to complete so that you can return it to the Superintendent's Office prior to accessing the sick leave bank. It is important for you to return the form yourself. Do not request your health care provider to send the form directly to the Superintendent's Office.

C. INSTRUCTIONS TO THE HEALTH CARE PROVIDER: Your patient has requested leave from the school department's sick leave bank for a "prolonged illness" which makes your patient "unable to return to work." Please answer, fully and completely, all applicable parts of this form. Several questions seek a response as to the duration of a condition or treatment. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Please be as specific as you can and limit your responses to the condition for which the employee is seeking sick leave bank coverage. Please be sure to sign and date the form on the second page, and return it directly to the patient. Thank you.

Provider's name and business address: _____

Type of practice/medical specialty: _____

Telephone: (____) _____ Fax: (____) _____

Part 1: Medical Facts

1. Approximate date condition commenced: _____

2. Probable duration of condition: _____

3. Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility? _____
NO _____ YES
If so, date of admission: _____

4. Date(s) you treated the patient for condition: _____

How often will the patient need to have treatment visits due to the condition?: _____

5. Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapists)?
_____ NO _____ YES If so, state the nature of such treatments and expected duration of treatment:

6. Is the employee unable to perform any of his/her job functions due to the condition: _____ NO _____ YES If so, identify the job functions the employee with reasonable accommodations is unable to perform:

7. Describe other medical facts, if any, relevant to the condition for which the employee seeks to access the sick leave bank (such medical facts could include symptoms, diagnosis, or any regimen of continued treatment):

Part 2: Amount of Leave Needed

Please estimate the beginning and ending dates for the period of incapacity:

Part 3: Additional Information (include question number, if applicable):

Part 4: Certification

As a medical or health care provider with the knowledge necessary to make this determination, it is my opinion that the above employee has a prolonged illness which makes him/her unable to return to work as set forth above.

Signature of Health Care Provider

Date

PLEASE RETURN THIS FORM TO THE PATIENT AS SOON AS POSSIBLE. THANK YOU.

