

AGREEMENT

between the

SCARBOROUGH BOARD OF EDUCATION

and

SCARBOROUGH MAINTENANCE EMPLOYEES

July 1, 2019 through June 30, 2022

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ARTICLE 1 - RECOGNITION

The Scarborough Board of Education hereby recognizes the Scarborough Maintenance Department as the sole and exclusive bargaining agent for the full-time maintenance employees as defined in 26 M.R.S.A. § 962, for a bargaining unit composed of all maintenance employees and excluding all other employees of the Scarborough School Department.

ARTICLE 2 - MANAGEMENT RIGHTS

The Department agrees that the Board has all the rights and authority to manage its operations and to direct its work force, except those rights that are specifically abridged, modified, or delegated by the provisions of this Agreement. The Department 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 3 - LEAVE OF ABSENCE

A. Sick Leave

1. Accrual Rate

All employees may earn one (1) day of sick leave per month worked up to a total one hundred and twenty (120) 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 twenty-five (25) days per year. Family shall be defined as a spouse, child, brother, sister 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. Personal Days

Personal business days will be limited to three (3) days with the third at the approval of the Superintendent. Personal days require a three (3) day advance notice except in an emergency.

B. Bereavement Leave

Up to a total of five (5) days per year 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 B.4.

Retirement Stipend

1. Qualification

The Board shall pay a retirement stipend to each employee who has been continuously employed by the School 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 three thousand dollars (\$3,000) for twenty (20) continuous years of service and thirty-five hundred dollars (\$3,500) for twenty-five (25) continuous years of service, whichever is less. This is a one-time payment only.

C. Vacation

1. Entitlement

Vacation eligibility will be determined based upon the full years of employment as of the beginning of the contract year. Vacation days are determined as follows:

- After six (6) months of employment, an employee may take up to ten (10) days of vacation;
 - Employees with six (6) months through five (5) years of service will receive ten (10) days;
 - Employees with six (6) years through ten (10) years will receive fifteen (15) days;
 - Employees with eleven (11) years and over receive twenty (20) days.
- Employees with less than one (1) year of service as of the beginning of the contract date will have their vacation prorated as to time worked. Employees may carry over up to five (5) days of vacation to be used by December 31 or

forfeited if not used by December 31. Three (3) unused days can be paid to the employee.

2. Accumulation

Vacation will not be cumulative.

3. Scheduling

Vacations may be taken during regular school vacation. This will be done on a seniority basis and at the discretion of the Superintendent of Schools. No vacation will be taken during the two (2) weeks prior to the opening of school unless approved by the Superintendent of Schools.

4. Bonus Day

During each year of the contract, an additional day of vacation will be granted for not using sick leave during the continuous period of six (6) months.

D. Holidays

1. List of Days

New Year's Day, Martin Luther King Day, Presidents' Day, Patriot's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day following, Christmas Eve, and Christmas Day unless school is in session will be considered paid holidays.

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.

3. Saturday/Sunday Holidays

Any holiday falling on a Saturday will result in no work on Friday unless school is in session. Any holiday falling on Sunday will result in no work on Monday. The determination of the observance of the day may be changed at the sole discretion of the Board.

4. Holidays during Vacation

When a holiday falls during the vacation of an employee, s/he has the option of taking either the Friday before or the Monday following the vacation period.

5. Holidays When School is in Session

If a holiday falls during the scheduled vacation, it will not be counted as a vacation day.

6. Pay on a Holiday

Work required on a holiday will be at the overtime rate.

ARTICLE 4 - PROBATIONARY PERIOD

New employees shall serve a probationary period of twelve (12) months.

ARTICLE 5 - RESIGNATION

A. **Notice**

An employee must give two (2) weeks' notice of resignation to be considered to have resigned in good standing. Employees will be paid unused vacation days for the current year for which they are eligible.

B. **Termination**

Employees terminated from the employment of the Scarborough School Department will be paid accrued vacation benefits for which they are eligible.

ARTICLE 6 - VACANCIES

Vacancies and new positions in this bargaining unit shall be posted internally before being advertised outside the school system.

ARTICLE 7 - REDUCTION IN FORCE

In the event of a reduction in force in the maintenance department and all other factors being equal as determined by the Board of Education, seniority of time employed by the Scarborough School Department will be enforced.

ARTICLE 8 - EDUCATION AND TRAINING

A. **Training Reimbursement**

At the discretion of the Superintendent of Schools, educational and training opportunities may be made available to employees. Employees may be fully or partially eligible for reimbursement of reasonable costs incurred in educational and training opportunities as determined by the Superintendent of Schools and the determination shall be made by the Superintendent of Schools prior to the beginning of the course.

B. **In-Service Training**

Each person under this contract will be required to participate in up to eight (8) hours of in-service training each year at the time and/or expense of the School Department.

ARTICLE 9 - UNIFORMS

Employees agree to wear a uniform during normal working hours. The Scarborough School Department will provide an annual uniform allowance of \$235.00 to \$250.00 to purchase up to five (5) shirts, five (5) workpants, one (1) jacket or coverall or protective clothing, and up to \$200.00 for one (1) pair of protective shoes to each employee. Uniform items will be replaced on an as needed basis. Employees may swap clothing items; however, no more than 11 clothing items may be purchased at a cost no greater than \$250.00. The cost of identifying patches shall not be charged against the \$235.00 to \$250.00 allotment.

ARTICLE 10 - WAGES AND BENEFITS

A. **Salaries**

1. **Appendix A**

The hourly wages of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made part hereof.

B. **Overtime**

Overtime will be paid at the rate of time and one-half (1-1/2) after forty (40) hours have been worked.

C. **Part-Time Employees**

Those employees who work less than full time shall receive prorated benefits based upon the time worked compared to the time worked by full-time employees.

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. In lieu of health insurance, 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. The sum of \$400.00 will be deposited to an approved and qualified tax sheltered annuity for the benefit of the employee.
 - c. Employees may change their enrollment status during the contract year under the provisions of the insurance provider.

- d. 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.
- e. 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

E. 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.

F. Life Insurance

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

G. Vision Insurance

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

H. 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.

I. Section 125

The Board agrees to formally adopt a Section 125 plan to permit employees to pay insurance premiums with pretax dollars.

J. Retirement

Maine State 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.

ARTICLE 11 - SAVINGS CLAUSE

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

ARTICLE 12 - EXTRA CONTRACTS

The Board agrees not to enter not any agreement or contract with its employees, individually or collectively, which in anyway 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 in writing, ratified by the parties to the Agreement, and signed.

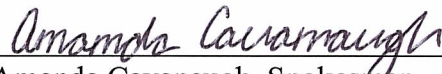
ARTICLE 13 - BARGAINING WAIVER

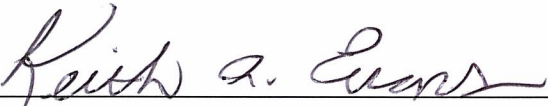
The parties agree that all matters it wished to bargain have been discussed and this agreement represents the full agreement between the parties. There shall be no obligation by either party to negotiate over any item that could have been discussed during the term of this Agreement.

ARTICLE 14 - DURATION

This Agreement shall be effective as of July 1, 2019 and shall be in effect until June 30, 2022. This Agreement shall not be extended orally and is expressly understood that it shall expire on the date indicated.

FOR THE MAINTENANCE EMPLOYEES



Amanda Cavanaugh, Spokesman

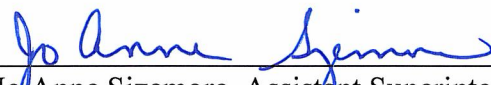

Keith Evans, Spokesman


Christopher Kulig, Spokesman

Dated: 7/12/19

FOR THE BOARD OF EDUCATION

 7/11/19
Amy Glidden, Chair


Jo Anne Sizemore, Assistant Superintendent

Dated: 7.11.19

Maintenance Workers

Step	Current Year Working	2019-20	2020-21	2021-22
1	1	19.05	19.62	20.21
2	2	19.29	19.87	20.47
3	3	19.29	19.87	20.47
4	4	19.52	20.11	20.71
5	5	19.52	20.11	20.71
6	6	19.77	20.36	20.97
7	7	19.77	20.36	20.97
8	8	20.02	20.62	21.24
9	9	20.02	20.62	21.24
10	10	20.28	20.89	21.51
11	11	20.28	20.89	21.51
12	12	20.52	21.14	21.77
13	13	20.52	21.14	21.77
14	14	20.78	21.40	22.04
15	15	20.78	21.40	22.04
16	16	21.04	21.67	22.32
17	17	21.04	21.67	22.32
18	18	21.30	21.94	22.59
19	19	21.30	21.94	22.59
20	20	21.73	22.38	23.06
21	21	21.73	22.38	23.06
22	22	22.16	22.82	23.51
23	23	22.16	22.82	23.51
24	24	22.60	23.28	23.98
25	25	22.60	23.28	23.98

Year 1 = +3% COLA, year 2 = +3%, year 3 = +3%.

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