

AGREEMENT

between the

SCARBOROUGH BOARD OF EDUCATION

AND

SCARBOROUGH EDUCATION ASSOCIATION MEA/NEA

FOR

SCARBOROUGH BUS DRIVERS

July 1, 2021 through June 30, 2024

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ARTICLE 1 – RECOGNITION

The Scarborough Board of Education hereby recognizes the Scarborough Education Association MEA/NEA as the sole and exclusive bargaining agent for the Scarborough bus drivers employed for more than six (6) months during the regular school year, and excluding spares and all other employees.

ARTICLE 2 – DEFINITIONS

A. School Year and Work Year

The school year shall follow the school calendar adopted by the School Board each year. The work year for bus drivers shall be the number of student days in the school calendar plus two days, plus any additional days determined by the Superintendent, if necessary.

B. Agreement Year

Agreement year shall begin on July 1 and end on June 30 of each year.

C. Full-Time Employee

An employee is considered full time if s/he is regularly scheduled to work thirty-five (35) hours or more per week during the school year.

D. Part-Time Employee

An employee is considered part-time if s/he is regularly scheduled to work fewer than thirty-five (35) hours per week during the school year. Part-Time Employees, who are regularly scheduled to work 20 hours or more, receive leave and benefits under this contract on a pro-rated basis.

E. Scheduled Day

Any day that an employee is scheduled to work as determined by the School Department.

F. Probationary Period

All newly hired bus drivers shall be on probationary status for twelve (12) months from the last date of hire as a bus driver.

G. Employee

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

H. Extra Work

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

ARTICLE 3 – SALARIES AND REIMBURSEMENTS

A. **Salary**

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

B. **Overtime**

Overtime will be paid at the rate of time and one-half, but only after forty (40) hours have actually been worked in a work week. For full time, school year employees, holidays and student days that are cancelled during a normal work week will be considered as an actual day worked (at normally scheduled hours) for overtime pay calculation purposes only (they will not be paid days unless the employee is otherwise entitled to pay per this Agreement); however, the employee must have worked the scheduled day before and after the holiday or the cancelled school day. The work week begins on Sunday and ends on Saturday.

C. **Reporting Pay**

Show up time of one (1) hour will be paid if school is called off less than two (2) hours before the earliest start time. The official time of notification is when the Superintendent calls the Scarborough Public Safety Dispatcher. Said time shall determine whether this provision is met. Employees may use any accrued vacation or personal days on cancelled school days. Sick leave may not be used on days school is cancelled due to weather, unless the employee had properly requested sick leave before school was cancelled.

D. **Cancellation of Bus Trips**

Drivers will receive two (2) hours pay for all cancelled trips with less than eight (8) hours' notice or "no shows", unless the reason for a cancellation is inclement weather.

E. **Shortened School Day**

On those days when a shortened school schedule occurs, full-time employees shall be paid as for a regularly scheduled day and shall be required to perform work assignments and/or training.

F. **Meal Reimbursement**

When a bus driver is assigned a trip with a duration of five (5) hours or more, and extending through the lunch or dinner hour and must purchase a meal, the driver shall be reimbursed up to a maximum of fifteen dollars (\$15) upon submission of a receipt. A trip of more than nine (9) hours covering both meal periods shall allow a reimbursement of up to thirty dollars (\$30).

G. **Summer Work**

1. During the summer months, bus drivers may apply for summer bus runs associated with any extended year programs offered by the School Department. Bus drivers will

be chosen for available runs on a seniority basis. Employees performing summer work receive the same hourly rate as during the school year, but such positions are not subject to just cause and no leave time is earned during the summer months.

2. Summer daily runs are paid with a two (2) hour minimum in the morning and a two (2) hour minimum in the afternoon, or actual time worked, whichever is greater.

H. Physical Reimbursement

1. The cost of the yearly physical examination for bus drivers will be paid by the School Department if given by the school physician. An employee with more than one (1) year of service may have their personal physician perform the physical to the specifications of the School Department and will be reimbursed for the cost of the physical up to the fee charged by the school physician. If the cost of the physical or any part thereof should become covered by the group health insurance plan provided by the School Department, that amount will be deducted from the amount to be reimbursed.
2. The employee will be paid their hourly rate for mandatory physicals and drug tests, provided the physician performing the physical is within a thirty (30) minute commute from the employee's home or school, if performed during the work day.

ARTICLE 4 – INSURANCE AND RETIREMENT

A. Health Insurance

1. For the contract term, the Board will offer the Choice Plus and Standard plans and the Standard 500 Deductible Plan and Standard 1000 Deductible Plan.
2. The Board agrees to pay up to the amount 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 eighty percent (80%) of the cost of the Anthem Blue Cross and Blue Shield 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 School Department, they shall be entitled to have 100% of the health insurance premium for the Choice Plus Plan paid by the School Department. 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 less than four (4) hours per day or twenty (20) hours per week shall not be eligible for the benefits of this Article.

B. 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 they and/or their family, as appropriate, have health and dental insurance through another employer-sponsored plan.
 - b. That such sum is deposited to an approved and qualified tax sheltered annuity for the benefit of the employee.
2. 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:

<u>Number of employees opting out</u>	<u>Amount of TSA-in-lieu</u>
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.

3. Employees may change their enrollment status during the contract year under the provisions of the insurance provider.

- a. 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.
- b. 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.

C. Life Insurance

The Board agrees to provide a \$30,000 life insurance benefit for full-time employees covered by this Agreement. The Board will continue to make a life insurance plan available to employees, but participation in this plan shall be at an employee's own expense. Employees will be notified annually of the life insurance contact information to enroll, update, or change their plan.

D. Dental Insurance

The Board agrees to pay one hundred percent (100%) of the cost of a single subscriber dental plan, which is selected by the Board and the Association.

E. Vision Insurance

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

F. Long-term Disability Insurance

The Board will provide full-time employees access to the same group plan for long-term disability insurance that it currently provides to other employees through Maine School Management Association (or another plan selected by the Board). This insurance will pay sixty percent (60%) of monthly earnings with a maximum monthly benefit. Benefits will be available after the waiting period required by the insurer (currently 90 days), or the employee exhausts their available and applicable sick leave, whichever happens later.

G. MainePERS

The Department agrees to participate in the Maine PERS Plan AC for all eligible employees.

H. Retirement Stipend

1. Qualification

The Board shall pay a retirement stipend to each employee who has been continuously employed as a bus driver by the School Department for at least fifteen (15) years, has accumulated at least thirty (30) days of sick leave at the time of retirement, has retired as an employee of the School Department, and is drawing retirement benefits.

2. Stipend

The above retirement stipend shall be the driver's per diem rate for thirty (30) days of

sick leave, or three thousand dollars (\$3,000), whichever is less. This is a one-time payment only.

ARTICLE 5 – PAID LEAVES OF ABSENCE

A. Sick Leave

Sick leave may be used in hourly increments.

1. Accumulation

All full-time employees will earn one and one-third (1.3) normally scheduled days' worth of sick leave per school month worked (to a maximum of thirteen (13) days for the school year) up to an accumulated maximum of one hundred and thirty (130) normally scheduled days. Part-time will earn pro-rated sick leave based upon time worked compared to full time employees up to an accumulated maximum of sixty (60) normally scheduled days.

2. Personal and Family Illness

Sick leave is to be used for personal illness or physical incapacity that renders an employee unfit to perform the duties of their assigned position. Up to forty (40) hours per school year may be taken to care for immediate family members including spouse, children (including step-children), parents, grandparents, or person living in the same household or under guardianship.

3. Medical Certification

An employee who is absent for three (3) consecutive working days, or who has utilized sick leave in a manner which suggests abuse, will present a doctor's certificate upon the request of the Superintendent of Schools or their designee.

4. Notification of Accrual

Sick leave accrual will appear on the pay stubs of the employees and will be current to that pay period.

5. Sick Leave Bonus Days

An employee who works five (5) consecutive months during the school year without using a sick day will be eligible for a paid vacation day. This benefit will be limited to two (2) days per contract year.

6. Family Medical Leave Act

All qualifying personal sick leave and qualifying family sick leave will be pursuant to the

Board's Family Medical Leave policy. Disputes are not subject to grievance by the bargaining unit or individual bus drivers.

7. 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 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 Paragraph A.5.

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. No later than September 1st of each year, the Association will notify the Superintendent and Assistant Superintendent of the names of the 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 their 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 their own personal sick leave during that year.
 - b. Used all of their 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 15th 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 MainePERS 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, their 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 Leave

All full-time employees will be allowed to take up three (3) personal days to conduct personal business which cannot be conducted during nonworking hours, provided that only one employee at a time may be absent on a scheduled personal day. Personal time may be taken in hourly increments if scheduling permits. All requests must be written with a minimum two (2) days advance notice, except in cases of an unexpected serious situation that requires the employee's immediate attention (for example, frozen plumbing or a broken water heater). Requests for additional personal days (to be deducted from sick leave) will be granted if adequate coverage exists as solely determined by the Transportation Director. These days are not to be used for vacation type activities, or to extend a vacation or holiday, and will be deducted from the employee's sick leave, but do not affect Paragraph A.5 above. These days are not accumulative.

D. Vacation

1. Eligibility

Eligibility for full-time employees will be determined at the beginning of the Agreement year based upon the number of full school years of employment completed at that time. The table below identifies the number of earned vacation days for each year of employment.

Years	Days
1 - 3	7

4 - 7	10
8 - 10	13
11 - 13	16
14 +	19

2. Accumulation

Up to five (5) days of unused vacation days may be carried over into the following fiscal year with the permission of the Superintendent of Schools.

3. Scheduling

Vacations must be taken during regular school vacations. Earned vacation time for school year employees shall be paid after the completion of the school year or used during a school vacation, at the discretion of the employee. An exception to this notice is the use of vacation time for a storm day when the employee is not called into work.

4. Payment of Vacation

Unused vacation will be paid at the end of the Agreement year in the last payroll of the fiscal year or upon severance of employment, including retirement.

5. Holiday During School Vacation Weeks

If an employee requests vacation pay during a period when school is not in session and a paid holiday falls during that period, the holiday will be paid and the day will not be counted against the employee's vacation amount.

6. Notification of Accrual

At the beginning of each Agreement year, the Superintendent shall provide each employee with a statement of their vacation eligibility.

E. **Holidays**

1. Days

The following holidays will be paid to employees providing the holiday is celebrated or observed on a regular work day:

New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Patriot's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day and the day following, and Christmas Day will be considered paid holidays. 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. Saturday-Sunday Holidays

Any holiday falling on Sunday will result in no work on Monday if the Board observes the day as a holiday. Any holiday falling on a Saturday will not be considered a paid holiday unless it is observed by the School Department on the preceding Friday or following Monday. The determination of the observance day shall be consistent with the School Calendar.

3. Holiday Eligibility

An employee must work the last scheduled day prior to a holiday and the first scheduled day following a holiday to be eligible for holiday pay, unless they are an inpatient in a hospital, absent as a result of a death in the immediate family as defined in this Agreement, or on leave for prolonged illness.

4. Holidays When School Is In Session

When school is in session on a holiday listed in § E.1 above, the Board reserves the right to have the employees work and give compensatory time at the earliest possible date as determined by the Board. Compensatory time will be defined as straight time.

5. December 24

Employees scheduled to work December 24th will receive a one-half (1/2) day holiday.

F. **Court Appearance**

If, for any reason a bus driver is requested to appear in a court of law to provide testimony relative to their 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 the employee.

ARTICLE 6 – WORK SCHEDULE, VACANCIES AND TRAINING

A. **Work Schedule**

1. Middle of the Day Field Trips and work assignments (at least 35 hours per week)
 - a. All approved middle of the day field trips and work assignments, which are scheduled in any given week, will be assigned on a rotation basis from the list of full-time employees. The drivers assigned will be notified by posting by 1 PM on the Friday prior to the scheduled trips and/or assignments known at the time.
 - b. Work assignments may include student supervision at cafeterias and providing support to cafeteria staff for student lunches.
 - c. Employees who are unable to work as a result of personal business must submit a written request for an exemption for the date rotation.

The request must be submitted by the Wednesday prior to the posting of scheduled trips. A maximum of two (2) employees per day will be granted the request. Requests will be granted on a first come, first serve basis. Other employees who are unable to work as a result of personal business shall use accumulated leave time.

- d. Upon completion of the field trip assignment, or other work assignment, the driver will present the transportation supervisor with written documentation of the hours worked. Drivers will also record these hours on their time sheet.
- e. Full-time employees will be assigned work for the full thirty-five (35) hours per week in order to be paid for the full thirty-five (35) hours, unless no work is available or the employee is not assigned work.
- f. Any driver may swap assignments within the same work week with the permission of the Supervisor.
- g. No modifications to these assignments will be permitted after the Friday notification other than in the case of a cancellation or an employee swap or approved leave or emergency. In the event a driver is assigned a trip during the middle of the day and that trip is cancelled, then that driver may receive a different assignment provided that it occurs during the same timeframe that the cancelled trip was to have occurred.

2. Middle of the Day Bid Assignments (not to exceed 40 hours per week)

- a. Bid assignments are work assignments made to an individual employee including, but not limited to, the following:
 - (1) Regional runs
 - (2) Lunch truck
 - (3) Tables and chairs, lunch set up
 - (4) Mail run
 - (5) Fleet assistant
- b. Bid assignments, together with the employees' regular bus run, and any middle of the day field trips or work assignments, may not exceed forty (40) hours per work week.
- c. Bid assignments will be posted when vacant and awarded on a seniority basis (unless the supervisor has a bona fide reason not to use seniority in awarding the assignment) within thirty (30) calendar days by the Supervisor, whose decision is not arbitrable.
- d. Bid Work Assignment

A bid work assignment performed in conjunction with a regular bus route may follow the driver to another route provided that the work day would not exceed eight (8) hours.

3. Extra Trips: After School and Vacation Trips (may be over 40 hours per week)

- a. A weekly posting of extra bus trips, i.e., those scheduled to depart on or after 4:00 PM on a school day, or anytime during school vacation periods, weekends, and holidays, shall be offered on a seniority basis to those full-time employees who have requested to be on the extra trip roster. Once an employee accepts or refuses a posted trip, their name shall be moved to the bottom of the roster. When a driver joins the extra trip list, their name will be skipped the first time through rotation. If extra trips are scheduled after the list has been posted and assigned, they shall be placed at the bottom of the list and shall not result in the reassigning of previously scheduled or assigned trips. This procedure will be followed during vacation periods within the school year, including weekends and holidays.
- b. A driver who turns in a trip must have a bona fide reason and provide appropriate documentation. Failure to provide acceptable documentation will result in the driver being skipped twice on the rotation for further trips.
- c. Before any driver is required to do an assignment, the following steps will be taken:
 1. The assignment is offered to all the drivers on the rotation list. If no one accepts the assignment then,
 2. The assignment is offered to all full-time employees that are not on the rotation list. If no one accepts then,
 3. The assignment is offered to all the spares on the list. If no one accepts the assignment then,
 4. The assignment is offered to the Supervisor and then the Assistant Supervisor. If the assignment is not accepted then,
 5. The first available driver will be required to do the assignment except if a driver turns a trip back in and no one accepts that trip, the driver that turned the trip in will then be the designated driver.

4. Non-Bus Driving Work Assignments

The Board and Association agree that during the work day there are times when transportation services are not needed. During those times, employees may be assigned to other work assignments within the Department.

B. Vacancies in Bus Routes

When a vacancy in a bus route occurs, it will be posted a minimum of five (5) business days

and will be awarded to the most senior applicant, provided that this does not cause the bus driver's regularly scheduled hours to exceed forty (40) hours. Employees interested in being notified of vacancies occurring during the summer months will notify the supervisor and will provide the supervisor with a current address. Notice will be sent to these employees and the bargaining representative.

C. Notice of Bus Routes

On or before the first (1st) student day of each school year, the Superintendent of Schools shall provide a list, in its entirety, of bus routes, additional assigned duties, and normally scheduled hours, to the President or representative of the Scarborough Education Association MEA/NEA. It is acknowledged that the Superintendent of Schools may make such changes to these routes, duties, and hours, as he/she deems appropriate.

D. Training

If requested, each person under this contract must be available for up to sixteen (16) hours of in-service training each year at the time and expense of the School Department.

ARTICLE 7 – RESIGNATIONS AND REDUCTION IN FORCE

A. Resignation

1. Notice

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

B. Reduction in Force

1. Seniority Lists

Seniority is determined by the most recent date of hire of an employee. There shall be two (2) seniority lists - one (1) for full-time employee as defined by this Agreement and one (1) for part-time employees as defined by and covered by this Agreement.

A seniority list will be established, listing employees based on their most recent date of hire. This list will be placed on the bulletin board(s) in each work location of the employees. The seniority list will be updated each year and posted by September 30th. 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.

2. Seniority Computation

Seniority under this Agreement shall be calculated from the most recent date of hire. School vacations, including summer, shall not be considered to be a break in employment.

3. Reduction in Force (RIF)

- a. "Reduction in Force" (RIF) shall mean the discontinuance of employment of an employee for bona fide financial or program reasons.
- b. Decisions about which employee(s) shall be selected for layoff shall be made on the basis of seniority.
- c. An employee who is to be RIF'd shall receive at least thirty (30) days written notice.
- d. 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 to participate at their cost in group life and health insurance for eighteen (18) months following the effective date of layoff, or as provided by state/federal law. Employees who desire to maintain group life and health insurance in accordance with this Agreement must so notify the Board 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. 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 their current address.
- b. The Board shall offer re-employment to employees on the recall list for any vacancies. 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. 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 8 – CONTRACTED TRANSPORTATION SERVICES

A. Rate of Pay

Employees who perform contracted transportation services, which are services performed for non-school department entities outside their regularly assigned duties, shall be paid their regular rate of pay or time and one half (1 ½) as appropriate.

B. Posting

Assignments for contracted transportation 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 offered on a rotation basis by seniority.

ARTICLE 9 – CLOTHING

Employees agree to wear professionally-appropriate clothing. The Board may designate that employees are to wear shirts, jackets, and/or hats that have uniformity. 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 – MANAGEMENT RIGHTS

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

ARTICLE 11 – EMPLOYEE RIGHTS

A. Association Membership

Employees covered by this Agreement 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 their 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 their position or employment, then they 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 them during such meeting.

C. **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 them, 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 they are the subject of an investigation along with the nature of the investigation.

4. 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.

5. 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.

6. If an investigation determines that the complaint or allegations are unsubstantiated, that result shall be documented. The matter shall not be used in any evaluation or other consideration relating to the employee's employment.
7. Any formal written complaints regarding an employee made to any administrator by a parent, student, or other person which could result in disciplinary action, shall be brought to the attention of the employee promptly. The employee shall have the right to read and respond to said complaint.

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 written notification - not placed in permanent file - maintain in supervisory file.
 - b. Written warning - placed in permanent file
 - c. Suspension without pay - placed in permanent file
 - d. Discharge - placed in permanent file
3. All suspensions and discharges must be stated 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 disciplined, suspended or discharged for just cause. Reasons for suspension or discharge include, but are not limited to:
 - a. Incompetency
 - b. Failure to perform assigned duties
 - c. Conviction of a felony
 - d. Falsification of records
5. Employees shall be deemed to be continuously employed unless notified to the contrary.
6. The above is applicable to only non-probationary members of the bargaining unit.

E. Personnel Files

1. 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.
2. Employees shall be sent a copy of all material 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 unless the matter was investigated. 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.
3. An employee and/or their designated representative, upon written request, shall have the right to examine and receive copies of their-personnel file in the presence of the file's custodian or designee, by appointment and during the normal business hours of the office in

which the file is kept.

4. No person other than the employee, the employee's representative, the Board, when acting as a collective body, its representative(s), the employer's administrators and other designated staff, or by subpoena, shall have access to the employee's personnel file unless specific written authorization is granted by the employee.
5. An employee will be entitled to one (1) copy of their file per year. Thereafter, the employee and/or representative will be charged at the rate charged the public for photocopies.

ARTICLE 12 – 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. Employees 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. Complaints

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 Central Administration after discussing it with their immediate supervisor first.

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

A grievant is the employee(s) covered by this Agreement or the Association who files a grievance.

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.

4. Days

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

C. Time Limits

1. The number of days indicated at each level should be considered as a maximum and every reasonable effort should be made to expedite the process. The time limits may be extended by mutual agreement in writing.
2. A grievance will be deemed waived unless it is initiated at the informal level within thirty (30) days of the events or conditions constituting the alleged grievance.
3. Time is of the essence in the filing and processing of all grievances under this Article. Failure on the part of the grievant to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance shall constitute a waiver 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.
4. The time limits in this Agreement may be extended by mutual agreement of the grievant and the appropriate administrator at any step of the grievance procedure. Any mutual agreement shall be confirmed in writing as soon as practicable.

D. Informal Procedure

1. If an employee feels that they may have a grievance, they shall first discuss it with the supervisor in an effort to resolve the problem informally.

E. Formal Procedure

1. Level One – Supervisor

- a. If the grievant is not satisfied with the outcome of the informal procedure, they may present the claim as a formal grievance in writing to the supervisor within seven (7) days of discussing the grievance with the supervisor/superintendent.
- b. The supervisor shall, within five (5) days after receipt of the grievance, meet with the grievant and then, within five (5) days of that meeting, render a decision and the reason(s) therefore in writing to the grievant and the Association.

2. Level Two - Superintendent of Schools

- a. If the grievant is not satisfied with the resolution of the grievance at Level One, they may, within seven (7) days after the receipt of the Level One response, file the grievance with the Superintendent/designee.
- b. The Superintendent/designee shall, within five (5) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance.

- c. The Superintendent/designee shall, within five (5) days after the meeting, render a decision and reason(s) therefore in writing to the grievant.

3. Level Three - Board of Education

- a. If the grievant is not satisfied with the resolution of the grievance at Level Two, they may, within seven (7) days after receipt of the Level Two response, appeal the decision of the Superintendent to the Board of Education.
- b. The Board shall, at the next regularly-scheduled Board meeting after receipt of the appeal, meet the grievant for the purpose of reviewing the grievance.
- c. The Board shall, within fifteen (15) days after such meeting, render its decision and the reason(s) therefore in writing to the grievant and the Association.

F. **Arbitration**

1. If the grievant is not satisfied with the resolution in the Formal Procedure, they may request, in writing, to the President of the SEA, within five (5) days of receipt of the Board's decision, 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.
2. The arbitrator shall confer promptly with the representatives of the Board and the Association, review the record of the prior meetings, and call upon parties-of interest, as they shall deem requisite.
3. The arbitrator shall, within thirty (30) days after 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 violative of 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.
4. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

G. **Rights of Employees to Representation**

1. Any parties-in-interest may be represented through Level Three of the formal grievance

procedure by a person of their own choosing. When an employee is not represented by the Association, the Association shall have the right to be present and state its view at all stages of the procedure. No agreement can be inconsistent with this Agreement.

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 files of the grievant.
4. A form for the filing of grievances is attached as Appendix B.
5. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step Two. All members of the class known to the Association at the time shall be named.
6. A grievance shall be initiated at the lowest level at which a remedy can be granted.

ARTICLE 13 – 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, as determined by the building principal.

B. Communications

The Association shall have the right to post notices of activities and meetings of the Association on employee bulletin boards. The Association may use email (in accordance with School Department policies and rules for computer use), the interschool mail service, and employee mailboxes for communication to employees, as long as this practice does not become disruptive.

C. Dues Deductions

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 Board of Education.

3. The Association will indemnify and hold the Board and its representatives 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.

ARTICLE 14 – SAVINGS CLAUSE

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

ARTICLE 15 – EXTRA CONTRACT

The Board agrees not to enter into any agreement 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 16 – 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 17 – 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:

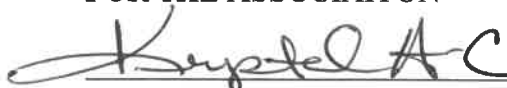
1. If by the Association to the Board, in care of the Office of the Superintendent, P.O. Box 370, Scarborough, ME 04070-0370.
2. If by the Board to the Association, in care of the President of the Association.

ARTICLE 18 – DURATION

This Agreement shall be effective as of **July 1, 2021** and shall be in effect until **June 30, 2024**. This Agreement shall not be extended orally and is expressly understood that it shall expire on the date indicated. Retroactive wage increases to July 1, 2021 shall be made only for employees currently employed by the School Department as of the date the Agreement is signed.

IN WITNESS WHEREOF, the parties-hereto have caused this Agreement to be signed by their respective representatives.

FOR THE ASSOCIATION

 _____

President

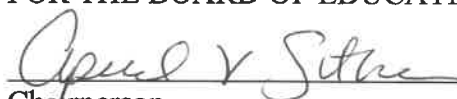
Dated: 10/21/00

~ ~

Chief Negotiator

Dated: _____

FOR THE BOARD OF EDUCATION

 _____

Chairperson

Dated: 10/21/21

 _____

Chief Negotiator

Dated: 10/21/2021

Appendix A

Step	Years	YEAR 1	YEAR 2	YEAR 3
1	1	\$20.14	\$20.74	\$21.37
2	2-4	\$20.67	\$21.29	\$21.93
3	5-7	\$21.22	\$21.86	\$22.51
4	8-10	\$21.79	\$22.44	\$23.12
5	11-13	\$22.38	\$23.05	\$23.74
6	14 - 16+	\$22.98	\$23.67	\$24.38
		\$2.25 market adjustment based on Board's selected cohort	3.00%	3.00%

Adjustment and COLA are to each step

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
Request for Sick Leave Bank
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 therapist)? ___ 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.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this ____ day of **October 2021**, by and between the **Scarborough School Department** (the "School Department") and the **Scarborough Education Association MEA/NEA** (the "Association") for the bargaining unit of transportation employees.

WHEREAS, on September 1, 2021, the parties reached a tentative agreement for a successor collective bargaining agreement following the expiration of their 2020-2021 collective bargaining agreement;

NOW, THEREFORE, for good and valuable consideration, the undersigned, intending to be legally bound, agree as follows:

1. The parties agree that:
 - a) The following employees will be entitled to earn twenty-three (23) days of vacation annually during the duration of their full-time employment in the bargaining unit, until the parties agree otherwise in writing:
 - a. Steven Brown
 - b. Ronald O'Brien
 - c. Julie Randall
2. By signing this agreement, all parties affirm that they have read the agreement carefully and are signing voluntarily with full knowledge of its significance, and agree that it will not be cited by any party as a precedent, past practice, or contract interpretation in connection with any future issue.

SEEN AND AGREED TO as of the 22 day of **October, 2021**

SCARBOROUGH EDUCATION ASSOCIATION

By: 

Print: Krystal Ash-Cutbert

Its: President

SCARBOROUGH SCHOOL DEPARTMENT

By: 

Print: Nicholas Gill

Its: Chair of Negotiations