

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**SCARBOROUGH EDUCATION ASSOCIATION
MEA/NEA**

AND

SCARBOROUGH BOARD OF EDUCATION

FOR THE

**SCARBOROUGH EDUCATIONAL
SUPPORT PROFESSIONALS**

2021-2024

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ARTICLE 1 RECOGNITION

- A. The Board hereby recognizes the Scarborough Education Association/MEA/NEA as the sole and exclusive bargaining agent for the Scarborough Educational Support Professionals 26 M.R.S.A. Section 962 (Municipal Public Employees Labor Relations Law) for a bargaining unit composed of the school building-based administrative assistants, clerk/receptionists, authorized educational technicians I, II, and III, Licensed Practical Nurses, Medical Assistants, and Bus Aides.
- B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to those eligible employees in the bargaining unit.
- C. Those employees who work less than full time shall receive prorated benefits based upon time worked compared to the time worked by full time employees within job classification, except as provided in Article 15 - Insurance Benefits.
- D. The Board and Association agree that any new position created that is similar to the positions above may be added by mutual written agreement during the term of the Agreement. In the absence of a mutual written agreement to include a new position into the existing bargaining unit, either party may petition the Maine Labor Relations Board in accordance with its rules and procedures to determine whether the position should be included in this bargaining unit.

ARTICLE 2 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 3 RIGHTS OF EMPLOYEES

- A Employees covered by this Agreement shall have the right to join the Association or to 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. Whenever an employee is required to appear before the Superintendent or the Board concerning any matter which could adversely affect the continuation of that unit member in their office, position or employment, then they shall be given prior notice of the reasons for such meeting and shall be entitled to have a representative of Scarborough Education 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 a 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 findings and determinations will be sent to the Association representative attending the interview with the employee.

5. Administrative Leave

During the investigation of a complaint, the Superintendent may place an employee on administrative leave with pay 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 - placed in permanent file
 - d. Discharge - placed in permanent file
3. All suspensions and discharges must be in writing with the reason stated and a copy given to the employee at the time of suspension or discharge.
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 File

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/or 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 or unattributed materials 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, 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 copy of their file per year. Thereafter, the employee and/or representative will be charged at the rate charged the public for photocopies.

ARTICLE 4 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 5 ASSOCIATION RIGHTS

- A. 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. 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. The Board agrees to deduct from an 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.
- D. Authorization to deduct such dues and program amounts shall continue in effect unless revoked by the employee in writing by September 15 of any school year to the local Association and Board of Education.
- E. The Association will indemnify and hold the Board and its representatives harmless against all claims or suits of any nature which might arise by reason of said dues deduction and the forwarding of same to the Scarborough Education Association/MEA/NEA.

ARTICLE 6 PROBATIONARY PERIOD

- A. All newly-hired employees shall serve a probationary period of two years from the date of hire. Probationary employees shall have their wages and benefits set by the Board, and in

no event shall the wages and benefits exceed those identified in Appendix A of this Agreement.

- B. Employees who miss thirty (30) or more days of work, may have their probationary period extended by the number of days missed.

ARTICLE 7 EMPLOYMENT

A. Assignments and Transfers

1. Assignments and transfers of bargaining unit members will be made for the efficient operation of the schools. Such transfers and assignments may be either permanent or temporary.
 2. The preferences of employees shall be taken into consideration in making assignments and transfers; however, the best interest of students and the school system shall be given priority.
 3. The Board reserves and shall have the right to make assignments and transfers primarily on the basis of ability and performance of duty and recommendation of Superintendent but shall be governed by seniority within a job classification where comparable ability and performance of duty have been demonstrated to the Board.
 4. Decisions about assignments and transfers shall not be subject to grievance arbitration.
- B. School year employees shall be provided written reasonable assurance each year of the Board's intent to reemploy for the following year. This assurance shall be provided no later than the last payroll date in June.
 - C. In the event of any changes in assignment or transfer, every reasonable effort will be made to notify the affected employee no later than August 1.
 - D. All vacancies and new positions in the bargaining unit shall be made public and shall be posted for five working days by the Superintendent. Employees who wish to be notified of any

vacancies that may occur during the summer break will provide the Superintendent's office with an email address prior to the close of school so they can be notified of any vacancy postings.

E. Job Description and Reclassification

1. Current Job Descriptions

The District shall provide each employee and the Association with a current written job description which describes their job responsibilities within thirty (30) days of execution of this Agreement, and whenever jobs are created or modified.

2. Promotion to a Higher Classification

When an employee is promoted to a higher job classification, for at least two days or for a regular assignment, they shall be paid at the rate of the higher classification. They shall be placed on the same step in the new classification as held in the old classification from the first day of such work for a promotion to a regular assignment.

3. Work in a Lower Classification

When an employee is involuntarily assigned to work in a lower classification, they shall be placed on the same step in the new classification as held in the old classification.

4. Multiple Supervisors

When an employee is assigned work by two or more persons, it shall be the responsibility of the employee's appropriate non-bargaining unit supervisor to resolve conflicts in work assignments, which arise.

F. Job Classifications Appeals Procedure

1. Purpose

The purpose of this procedure is to provide a mechanism for employees to appeal their current bargaining unit job classifications.

2. Procedure

- a. A written appeal with supporting documentation must be filed with the appropriate non-bargaining unit supervisor.
- b. Within thirty (30) days of receipt of the appeal, the supervisor will review the request and make a written recommendation to the Superintendent or their designee with copies to the employee and the Association.
- c. Within thirty (30) days of receipt of the supervisor's recommendation, the Superintendent or their designee, shall act on the request and send written notification of the decision to the individual and the Association. The reasons for the decision shall be stated in writing.
- d. If the appeal is successful, the reclassification will become effective the date of receipt of the appeal by the supervisor.
- e. Grievances filed under this section will be initiated at Level Two of the grievance procedure and may not proceed beyond Level Three.
- f. Classifications which are successfully grieved shall become effective no later than the date of filing the grievance.

ARTICLE 8 SAVINGS CLAUSE

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

ARTICLE 9 LEAVES

A. Sick Leave

Sick leave may be used in hourly increments.

1. All employees shall earn sick leave at the rate of two (2) days for each four (4) weeks of actual work. An employee may earn in a contract (A1a) as follows:

a. Employees hired on or before October 31, 2011 will be entitled to:

Year Round	24 days/contract year
School year plus 4 weeks	20 days/contract year
School year	18 days/contract year

Once an employee has accumulated 130 days of sick leave during the contract year, they will have a maximum number of sick leave days as defined in this section (A1b).

b. Employees hired after October 31, 2011 and those who have accumulated 130 days of sick leave during the contract year will accumulate sick days of no more than the following in a contract year:

Year Round	18 days/contract year
School year plus 4 weeks	15 days/contract year
School year	13 days/contract year

2. Sick leave may be used for the following reasons:

a. Personal illness that requires absence from work.

b. Illness or death of a member of the employee's immediate family that requires the presence of the employee. Immediate family shall be defined as spouse, children, parents, siblings, grandparents, grandchildren, in natural, in law, step relationships, and legal guardianship.

c. Illness or death of other family members that requires the presence of the employee, with the approval of the Superintendent.

- Absences under parts b and c shall be limited to fifty (50) days per year.
 - Additional days under these two sections may be granted at the discretion of the Superintendent for unusual circumstances.
 - This leave is available for personal grieving, attending services, and performing tasks related to the family member's services or administration of their estate when it is used for the death of a family member.
- d. Personal business which cannot be conducted during non-school hours. Personal business days will be limited to three (3) with the exception that any days requested after the third may only be used at the sole discretion of the Superintendent. Personal business days require a three (3) day advance notice except in an emergency or sudden necessity. The personal leave request form for additional days is attached to this contract.
3. Each employee who resigns from employment due to personal illness shall receive in the employee's final paycheck full pay for any unused accumulated sick leave days.

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 Maine PERS 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. Vacation

- 1. To receive this benefit, a newly hired person must have been employed by December 31st. Any employee who works less than the full year shall receive prorated vacation time as delineated below:

	Year Round	School Year plus 4 weeks	School Year
After 1 year	10 days	7 days	6 days
After 5 years	15 days	12 days	11 days
After 10 years	20 days	13 days	12 days

- 2. The use of earned vacation time for full year employees shall be by mutual agreement between the employee and the Superintendent or designee. 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. Vacation will be non-cumulative and must be taken in the year following the year in which it is earned.

3. In the event of a day that the Superintendent cancels school or other non-paid day during the school year, the employee may opt to use a vacation day to receive pay for the day(s).

D. Holidays

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

- a. New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Patriot's Day, Memorial Day, Fourth of July, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving and the Friday following. December 25 will be a paid holiday no matter what day it falls (up to 12).

E. Witness Leave and Jury Duty

Employees who are requested or required to participate in any legal proceeding on behalf of the Board will be paid their regular rate of pay for the hours they are required to appear.

Employees who are summoned to serve on a jury panel will be granted a leave of absence with pay for those days that they are required to serve that are regularly scheduled work days. Pay will be based on regularly scheduled hours. The employee will return to the School Department any compensation received for this service from the summoning body excluding mileage reimbursement.

F. Unpaid Leave

Employees may request and may be granted child care leave under the following conditions:

1. A written request is submitted to the Superintendent at least thirty (30) days before the expected need.

2. Leave is for the purpose of caring for the employee's newborn child or upon adoption of a child who is not in school.
3. Return from leave will be at the beginning of a semester or other natural break in the educational program as determined by the Superintendent. In no event will this leave extend beyond twelve (12) calendar months.
4. Employees will notify the Superintendent of the date of their return to work at least thirty (30) days prior to their return.

G. Bereavement Leave

Up to a total of three (3) days per year may be granted to an employee to attend funeral services, and/or handle matters related to the administration of an estate for anyone who is not a member of the employee's immediate or extended family. These days are not deducted from an employee's sick leave.

ARTICLE 10 STAFF DEVELOPMENT OPPORTUNITIES

- A. It is agreed that each employee shall undertake a program of professional study designed to increase their effectiveness as an employee. This course of study may be in the form of approved courses, or independent study, or other activities as approved by their support system.
- B. Employees are expected to schedule their university courses at times that will not interfere with their professional obligations; however, employees can apply in advance for approval of a professional day with pay to the superintendent/designee for conferences, workshops, and professional observations/visits to other schools.
- C. Payment or reimbursement of the cost to enroll/participate will be made only for approved study that is part of a graduate program, necessary for an employee's professional recertification, or professional growth.

D. Support Staff will be provided a course pre-approval form at the start of each school year with an explanation of the process for seeking approval for payment for courses. All Support Staff intending to take courses will submit a course enrollment plan for the following school year by January 30th. By November 1st of their first year of employment as an employee in Scarborough, all employees intending to take courses that year will submit a course enrollment plan for the school year or, if they are already matriculated in a graduate program upon hire they shall submit a reimbursement request form, if they wish to be reimbursed at the end of the school year for a course that they complete that year as provided below in this Article. Support Staff changing their plans will give written notice to the administration as early as possible. When courses are pre-approved in accordance with the provisions of this article, the Board will make payment directly to the educational institution for tuition up to the amount reimbursable under this article. The Support Staff will be responsible for paying any remaining balance. Should a Support Staff fail to successfully complete the course and receive a passing grade of B or better (or a P in a pass/fail course), the School will recover the amount of tuition it has paid by payroll deduction on a schedule that ensures the full amount will be recovered by June 30 of the year following the contract year in which the course was scheduled to be taken.

If a Support Staff's employment terminates for any reason before the full amount is recovered, the remaining balance may be deducted from any paychecks due after termination. The Board will pay tuition on behalf of an Employee for up to six (6) undergraduate credit hours/three (3) graduate credit hours per contract year at the actual cost of the credit hours not to exceed the cost of six (6) undergraduate credit hours/three (3) graduate credit hours at the University of Southern Maine undergraduate/graduate rate. Payment for an additional three credits beyond this limit will be made based upon an individual plan agreed to between the individual employee and the Superintendent before January 30 of the previous school year. Employees matriculated in a pre-approved graduate degree program will be eligible for

tuition payment for credits beyond twelve only if they are required to take more during the school year.

- E. Part-time employees will receive a *pro rata* benefit subject to the above conditions and requirements, e.g., 1/2 time = 4.5 credits, etc.
- F. All courses must be approved prior to student registration by the Superintendent of Schools on forms available at the Superintendent's Office. If said approval is not procured, no reimbursement will be given.
- G. Reimbursement will be made on the first bill voucher that is presented on or after February 15, July 1 and October 1, for eligible credits for which satisfactory evidence is on file in the Superintendent's office.
- H. Successful completion of courses approved by the Superintendent which comply with the requirements of the certification law but do not necessarily constitute a university approved program shall be reimbursed at the actual rate, not to exceed the U.S.M. credit hour rate for each three (3) credits, once in each five (5) year period.
- I. If courses are not taken on a university approved program, they must be approved by the Superintendent to be eligible for tuition payment by the Board.

ARTICLE 11 WORKING HOURS

- A. Cancellation, Delay and Early Dismissal of School
 - 1. School year employees shall not be paid or expected to work when a school day is cancelled by the Superintendent.
 - 2. When a school day is cancelled by the Superintendent, full year employees shall be paid and expected to work. If the Superintendent/designee notifies a full year employee not to work, that employee will be paid their regular wage.

3. School Delay - When a school day is delayed by the Superintendent, an employee may make up the time within two weeks.
4. Early Dismissal - When staff are dismissed early by the Superintendent, they shall receive their full compensation for the day.

B. Work Year

Employees are scheduled to work the school year, the school year plus four weeks or year-round. The work year for school year employees is 180 days. School year employees may be required to work additional days beyond the school calendar as specified by the administration.

C. Work Week

1. A normal full-time work week will be thirty-five (35) hours.
2. Overtime pay will be paid for work over forty (40) hours in a seven (7) day work period; i.e., Saturday to Friday. Absent mutual agreement between the employee and the employee's administrative supervisor regarding compensatory time or paid overtime, the employee shall receive paid overtime. Overtime will be paid at 1-1/2 times the employee's hourly rate. Compensatory time shall be awarded at the rate of one and one-half (1-1/2) hours for each hour worked over forty (40) hours. Compensatory time off shall be taken by mutual agreement of the employee and the Board's agent. No employee shall work overtime or additional work hours without the express permission of the appropriate administrative supervisor.

- D. It is understood that the student day may increase or that the hours may change through the implementation of a varied instructional day. Each employee's daily schedule shall normally be the same Monday through Friday. The intent of this language is not to develop split shifts, but rather to have hours be consecutive. It is understood that hours will be based on operational and educational needs of the district.

- E. Each employee will have a 30 minute *unpaid* lunch period. The lunch period may be scheduled by building administration within the middle three hours of the regular work day based on student and/or building needs.

ARTICLE 12 REDUCTION IN FORCE

- A. Order of Layoff
1. If a reduction in force becomes necessary, the Board shall have the right to determine the number of positions(s) to be reduced. The employee(s) shall be laid off or reduced according to the following procedure:
 - a. The least senior employee within a position in a job category shall be laid off unless the least senior employee has special skills and abilities for a specific position. In such instances, the next less senior employee shall be laid off. An employee who is laid off shall receive fourteen (14) calendar days' notice prior to the effective date of such lay off.
 - b. In the event that an employee is laid-off, they have the right to displace the least senior employee in their job category set forth in Section (B) below provided that in the sole opinion of the Superintendent, they are qualified on the basis of skills, experience and training to perform the least senior employee's duties.
 - c. The probationary transferee will maintain all of their current benefits but will be paid the salary of the position to which they have been transferred.
- B. The Board shall establish a seniority list by job categories and position with the name and date of hire of each employee, and with the employee with the greatest seniority listed first. The seniority list shall be kept current and posted annually in each building no later than September 30th. A copy of such list(s) shall be sent to the

Association at the same time that the list(s) is posted. Categories and positions are defined as follows:

Category I	Category II	Category III	Category IV
Clerk/Receptionist	Ed Tech I	Licensed Practical Nurse	Bus Aide
Administrative Assistant	Ed Tech II	Medical Assistant	
	Ed Tech III		

- C. Seniority shall be defined as length of continuous service in the bargaining unit measured from the employee's last date of hire by the School Department. Employees on unpaid leave shall not accrue seniority for the leave period but such unpaid leave shall not constitute a break for seniority purposes in computing their continuous service. If two or more employees have the same number of years of continuous service in the bargaining unit, the employee with the greatest total number of years with the Scarborough School Department shall be listed first.

- D. Any employee laid off pursuant to this Article shall retain the right to recall to the first available position in the school system in the job category from which he/she was laid off for two years from the last work day. The employee whose position has been reduced will be responsible for contacting the school system of any change in address or contact information. This will allow the school system to be able to contact them and to let them know of a change in status of their position; i.e., they are "called back." An employee will be removed from the recall list if (1) he/she waives recall rights in writing; (2) resigns or (3) refuses a position. If an employee is recalled, he/she shall be placed on the step he/she would have been placed on in the year following the layoff.

- E. The Superintendent/designee shall notify the Association prior to the elimination of any positions within the bargaining unit. The Association shall be afforded an opportunity to meet and consult with the Superintendent/designee prior to the elimination of any positions within the bargaining unit.

ARTICLE 13 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.
2. If by the Board to the Association, in care of the President of the Association.

ARTICLE 14 SALARIES

The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made a part hereof. It is understood that experience increases shall be effective on date of hire, except that any employee whose date of hire is within fifteen (15) calendar days of the beginning of the first work day of any year shall receive the experience increase as of the first work day.

ARTICLE 15 INSURANCE BENEFITS

A. Health Insurance

1. For the contract term, the Board will offer the Choice Plus, Standard, 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 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.

- a. Employees employed prior to June 30, 1998 may opt for 95% of Choice Plus, single subscriber coverage.
4. When both spouses are employed full-time by the Scarborough 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 their 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 elsewhere.
 - 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

1. The Scarborough School Department will pay the premium for basic insurance up to the face amount of \$13,000 for employees enrolled in the Maine PERS group insurance plan. 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

1. 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

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

ARTICLE 16 RETIREMENT STIPEND

A. The Board shall pay a retirement stipend to each employee who:

1. has accumulated at least thirty (30) days of sick leave at time of retirement;
2. has retired and is drawing benefits; and
3. has been continuously employed by the Scarborough School Department for at least fifteen (15) years.

B. The retirement stipend shall be paid at the per diem rate paid at the time of retirement, for up to 30 accumulated sick days. The per diem rate is based on a 7 hour day (or the employee's regularly scheduled hours if not full-time).

- C. The stipend shall be paid on the first pay day of July following retirement.

ARTICLE 17 EXTRA CONTRACT AGREEMENTS

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 18 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 19 DURATION OF AGREEMENT

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 President and Chair.

SCARBOROUGH EDUCATION
ASSOCIATION/MEA/NEA

By: 

Date: 2/4/22

SCARBOROUGH SCHOOL BOARD

By: 

Date: 2/17/2022

Appendix A

2021-2022

YrsEx P	Bus Aide/ET I /Clerk Rec	Ed Tech II	Admin Asst	Ed Tech III	Med Asst	LPN
0	\$ 15.90	\$ 16.67	\$18.26	\$18.26	\$19.54	\$20.74
1	\$ 16.17	\$ 16.95	\$18.63	\$18.59	\$19.87	\$21.07
2	\$ 16.44	\$ 17.28	\$19.01	\$18.93	\$20.23	\$21.43
3	\$ 16.81	\$ 17.62	\$19.40	\$19.26	\$20.58	\$21.78
4	\$ 17.10	\$ 17.98	\$19.66	\$19.64	\$20.93	\$22.13
5	\$ 17.41	\$ 18.41	\$19.97	\$20.05	\$21.31	\$22.52
6	\$ 17.72	\$ 18.79	\$20.27	\$20.40	\$21.69	\$22.89
7	\$ 18.02	\$ 19.09	\$20.60	\$20.73	\$22.07	\$23.26
8	\$ 18.32	\$ 19.37	\$20.93	\$21.04	\$22.45	\$23.65
9	\$ 18.64	\$ 19.66	\$21.16	\$21.35	\$22.84	\$24.03
10	\$ 18.95	\$ 19.96	\$21.62	\$21.71	\$23.25	\$24.45
11	\$ 19.15	\$ 20.12	\$21.84	\$21.98	\$23.53	\$24.72
12	\$ 19.35	\$ 20.29	\$22.03	\$22.22	\$23.80	\$25.00
13	\$ 19.53	\$ 20.48	\$22.26	\$22.43	\$24.05	\$25.26
14	\$ 19.67	\$ 20.65	\$22.47	\$22.58	\$24.27	\$25.47
15	\$ 19.89	\$ 20.87	\$22.69	\$22.76	\$24.50	\$25.71
16	\$ 20.07	\$ 21.07	\$22.92	\$22.98	\$24.72	\$25.92
17	\$ 20.28	\$ 21.27	\$23.14	\$23.20	\$24.93	\$26.12
18	\$ 20.48	\$ 21.47	\$23.36	\$23.39	\$25.17	\$26.37
19	\$ 21.21	\$ 22.24	\$23.71	\$23.70	\$26.06	\$27.28

2022-2023

YrsExp	Bus Aide/E T I /Clerk Rec	Ed Tech II	Admin Asst	Ed Tech III	Med Asst	LPN
0	\$16.53	\$17.37	\$19.22	\$19.02	\$20.33	\$21.56
1	\$16.81	\$17.67	\$19.60	\$19.35	\$20.67	\$21.91
2	\$17.09	\$18.00	\$19.99	\$19.70	\$21.04	\$22.28
3	\$17.47	\$18.35	\$20.39	\$20.04	\$21.41	\$22.64
4	\$17.76	\$18.72	\$20.66	\$20.44	\$21.76	\$23.00
5	\$18.09	\$19.16	\$20.98	\$20.86	\$22.15	\$23.40
6	\$18.41	\$19.56	\$21.29	\$21.22	\$22.54	\$23.79
7	\$18.71	\$19.87	\$21.63	\$21.56	\$22.93	\$24.17
8	\$19.03	\$20.15	\$21.97	\$21.88	\$23.33	\$24.57
9	\$19.35	\$20.46	\$22.21	\$22.20	\$23.73	\$24.96
10	\$19.67	\$20.76	\$22.68	\$22.57	\$24.16	\$25.39
11	\$19.88	\$20.93	\$22.91	\$22.85	\$24.44	\$25.67
12	\$20.08	\$21.10	\$23.10	\$23.09	\$24.72	\$25.96
13	\$20.27	\$21.30	\$23.34	\$23.31	\$24.98	\$26.22
14	\$20.42	\$21.48	\$23.56	\$23.46	\$25.21	\$26.44
15	\$20.64	\$21.70	\$23.78	\$23.65	\$25.44	\$26.68
16	\$20.83	\$21.91	\$24.02	\$23.88	\$25.67	\$26.90
17	\$21.04	\$22.11	\$24.25	\$24.10	\$25.88	\$27.11
18	\$21.25	\$22.32	\$24.47	\$24.30	\$26.14	\$27.37
19	\$22.00	\$23.11	\$24.83	\$24.62	\$27.05	\$28.30

2023-2024

YrsExp	Bus Aide/E T I /Clerk Rec	Ed Tech II	Admin Asst	Ed Tech III	Med Asst	LPN
0	\$17.03	\$17.89	\$19.80	\$19.59	\$20.94	\$22.21
1	\$17.31	\$18.20	\$20.19	\$19.93	\$21.29	\$22.57
2	\$17.60	\$18.54	\$20.59	\$20.30	\$21.67	\$22.95
3	\$17.99	\$18.90	\$21.01	\$20.65	\$22.05	\$23.32
4	\$18.30	\$19.28	\$21.28	\$21.05	\$22.42	\$23.69
5	\$18.63	\$19.74	\$21.61	\$21.48	\$22.82	\$24.10
6	\$18.96	\$20.15	\$21.93	\$21.85	\$23.22	\$24.50
7	\$19.27	\$20.46	\$22.28	\$22.20	\$23.62	\$24.89
8	\$19.60	\$20.76	\$22.63	\$22.53	\$24.03	\$25.30
9	\$19.93	\$21.07	\$22.87	\$22.86	\$24.45	\$25.70
10	\$20.26	\$21.39	\$23.36	\$23.24	\$24.88	\$26.15
11	\$20.48	\$21.56	\$23.59	\$23.53	\$25.17	\$26.44
12	\$20.68	\$21.73	\$23.80	\$23.79	\$25.47	\$26.73
13	\$20.88	\$21.94	\$24.04	\$24.01	\$25.73	\$27.01
14	\$21.03	\$22.12	\$24.26	\$24.17	\$25.96	\$27.23
15	\$21.26	\$22.35	\$24.50	\$24.36	\$26.20	\$27.48
16	\$21.45	\$22.57	\$24.74	\$24.59	\$26.44	\$27.71
17	\$21.67	\$22.78	\$24.97	\$24.83	\$26.66	\$27.93
18	\$21.89	\$22.99	\$25.21	\$25.03	\$26.92	\$28.19
19	\$22.66	\$23.81	\$25.58	\$25.36	\$27.86	\$29.15

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.)

The grievance was filed with the office of

on _____ by (check one): mail personal delivery

Signature(s) of grievant(s) :

Date

Date

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 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 their 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 them 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.

Appendix D

PERSONAL LEAVE REQUEST FORM
Scarborough Public Schools

Introduction: In an effort to balance a need to protect instructional time, maintain efficient operations and accommodate personal business needs of employees, the following guidelines will apply:

- Requests for personal leave need to be made to the principal at least three (3) days in advance (unless waived by mutual agreement);
- The number of employees that may be on personal leave on any one day may be limited as per the bargaining agreement.

Name: _____ Date: _____

School: _____ Position: _____

<p>_____ Personal Leave falls under the definition of: Legitimate and necessary personal business Emergency household business Emergency family business Religious holiday Legal or business matter _____ Other – I am requesting this day for other reasons. I understand that this day is granted at the discretion of the Superintendent, and that I may be asked by Administration to give an explanation for the personal time.</p>
--

Date(s) Requested: _____

Is a substitute required [] Yes [] No If Yes, for what hours do you need coverage? _____

This is my _____ request for personal leave this year.

For Office Use Only:

_____ Denied - Due to allotted building personal days have been granted.

_____ I would like to appeal to the Superintendent.

_____ Denied

Approvals:

Building Level: [] Approved [] Not Approved

Signature

Date

Central Office: [] Approved [] Not Approved

Signature

Date

