

AGREEMENT

between the

SCARBOROUGH BOARD OF EDUCATION

and

SCARBOROUGH MAINTENANCE EMPLOYEES

July 1, 2025 through June 20, 2028

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ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - LEAVE OF ABSENCE

A. Sick Leave

1. Accrual Rate

All 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 employees 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. Use of Leave

- a. Personal illness or physical incapacity that renders an employee unfit to perform the duties of his/her assigned position or as otherwise provided by Board Policy or law.
- b. Illness of a member of the employee's family up to a maximum of twenty-five (25) days per year. Family shall be defined as a spouse, child, parent, sibling, grandparent, or grandchild, in natural, in-law, step relationships, and those under legal guardianship.

3. Certification of Leave

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

4. Personal Days

1. Personal days will be limited to three, except that the Superintendent/designee may, in their sole discretion, grant up to two additional days. Requests for such additional days will be granted if adequate coverage exists, unless the leave was necessary for an employee's own emergency or sudden necessity. Notice of leave for an emergency or sudden necessity shall be provided as soon as feasible. The Form for requesting additional days is attached as Appendix D.
2. All personal leave will be deducted from the employee's accrued sick leave. Personal leave may be taken in hourly increments if scheduling permits. Employees may be required to provide documentation of any leave. Personal leave is not accumulative.
3. The Board or its agent reserves the right to limit the number of employees that may be on personal leave on any one day to one employee.

B. Bereavement Leave

Up to a total of three (3) days per year may be granted to an employee. These days are not deducted from an employee's sick leave. 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. As stated previously in this article, family shall be defined as a spouse, child, parent, sibling, grandparent, or grandchild, in natural, in-law, step relationships, and those under legal guardianship. If an employee needs additional bereavement days for a family member, they may be deducted from their accrued paid sick leave upon request.

Retirement Stipend

1. **Qualification**

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

2. **Stipend**

The retirement stipend shall be the per diem rate for thirty (30) days of sick leave or three thousand dollars (\$3,000) for twenty (20) continuous years of service and thirty-five hundred dollars (\$3,500) for twenty-five (25) continuous years of service, whichever is less. This is a one-time payment only.

C. **Vacation**

1. Entitlement

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

<u>Time of Service:</u>	<u>Days Earned:</u>
After 6 months	10
After 5 years	15
After 10 years	20

Employees with less than one (1) year of service as of the beginning of the contract date will have their vacation prorated as to time worked. Employees may carry over up to five (5) days of vacation to be used by December 31 or forfeited if not used by December 31. Up to (5) unused days can be paid to the employee.

2. Carryover

Year-round employees may elect to be paid for or carry forward up to five (5) days of unused vacation into the following fiscal year. The employee will notify the business office if that is their wish. Payment will occur in the first payroll of the following fiscal year.

3. Scheduling

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

4. Bonus Day

An employee who works a full month without using a sick day will receive one-half of an additional paid vacation day. This benefit will be limited to five days per contract year and shall be non-cumulative.

D. **Holidays**

1. List of Days

New Year's Day, Martin Luther King 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, Christmas Eve, and Christmas Day unless school is in session will be considered paid holidays.

2. Holiday Eligibility

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

3. Saturday/Sunday Holidays

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

4. Holidays during Vacation

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

5. Holidays When School is in Session

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

6. Pay on a Holiday

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

E. **Court Appearance**

If, for any reason, an employee 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/or the Administration and the employee.

- F. Any leave or vacation paid to or used by an employee per this Agreement will satisfy any obligation of the Board to provide an equivalent amount of leave or pay under any applicable Maine or federal leave law. There will be no payout of unused earned paid leave or vacation at any time, except as provided in this Agreement.

ARTICLE 4 - PROBATIONARY PERIOD

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

ARTICLE 5 - RESIGNATION

A. Notice

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

B. Termination

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

ARTICLE 6 - VACANCIES

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

ARTICLE 7 - REDUCTION IN FORCE

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

ARTICLE 8 - EDUCATION AND TRAINING

A. Training Reimbursement

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

B. In-Service Training

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

ARTICLE 9 - UNIFORMS

Employees agree to wear a uniform during normal working hours. The Scarborough School Department will provide an annual uniform allowance of \$235.00 to \$250.00 to purchase up to five (5) shirts, five (5) workpants, one (1) jacket or coverall or protective clothing, and up to \$200.00 for one (1) pair of protective shoes to each employee. Uniform items will be replaced on an as needed basis. Employees may swap clothing items; however, no more than 11 clothing items may be purchased at a cost no greater than \$250.00. The cost of identifying patches shall

not be charged against the \$235.00 to \$250.00 allotment.

ARTICLE 10 - WAGES AND BENEFITS

A. **Salaries**

1. Appendix A

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

B. **Overtime**

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

C. **Part-Time Employees**

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

D. **Health Insurance**

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

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

6. In lieu of health insurance, employees wishing to opt out of the district's health and dental plan are eligible to receive payment to a qualified tax-sheltered annuity (TSA) each year. This will be paid in quarterly installments beginning at the end of the first quarter under the following conditions:
 - a. The employee must provide proof that he and/or his/her family, as appropriate, have health and dental insurance elsewhere.
 - b. The sum of \$400.00 will be deposited to an approved and qualified tax-sheltered annuity for the benefit of the employee.
 - c. Employees may change their enrollment status during the contract year under the provisions of the insurance provider.
 - d. Employees who change their status by enrolling in the insurance program after September 1 of any contract year will immediately cease to receive payments-in-lieu.
 - e. Employees who drop out of the insurance program after September 1 of any contract year will receive payments-in-lieu beginning with the subsequent quarter following

E. Dental Insurance

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

F. Life Insurance

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

G. Vision Insurance

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

H. 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 when the employee exhausts their available and applicable sick leave, whichever happens later.

I. State and National Health Insurance Plans

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

J. Section 125

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

K. Retirement

Maine State Retirement System

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

ARTICLE 11 - SAVINGS CLAUSE

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

ARTICLE 12 - EXTRA CONTRACTS

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

ARTICLE 13 - BARGAINING WAIVER

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

ARTICLE 14 - DURATION

This Agreement shall be effective as of July 1, 2025 and shall be in effect until June 30, 2028. This Agreement shall not be extended orally and is expressly understood that it shall expire on the date indicated.

FOR THE MAINTENANCE EMPLOYEES



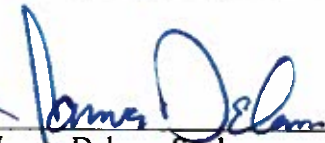
Christopher Kung, Spokesman

Dated: 6/12/25



Keith Evans, Spokesman

Dated: 6/12/25



James Delano, Spokesman

Dated: 6.12.25

FOR THE BOARD OF EDUCATION



Frayla Tarpinian, Negotiations Chair

Dated: 6/13/25

Appendix A

Current Year		2025-26	2026-27	2027-28
Step	Working			
1	1	25.09	25.84	26.62
2	2	25.39	26.16	26.94
3	3	25.39	26.16	26.94
4	4	25.69	26.46	27.25
5	5	25.69	26.46	27.25
6	6	25.99	26.77	27.58
7	7	25.99	26.77	27.58
8	8	26.32	27.11	27.92
9	9	26.32	27.11	27.92
10	10	26.63	27.43	28.26
11	11	26.63	27.43	28.26
12	12	26.94	27.75	28.58
13	13	26.94	27.75	28.58
14	14	27.27	28.08	28.93
15	15	27.27	28.08	28.93
16	16	27.59	28.42	29.27
17	17	27.59	28.42	29.27
18	18	27.92	28.76	29.62
19	19	27.92	28.76	29.62
20	20	28.46	29.32	30.20
21	21	28.46	29.32	30.20
22	22	29.00	29.87	30.76
23	23	29.00	29.87	30.76
24	24	29.55	30.44	31.35
25	25	29.55	30.44	31.35

Year 1 = +8.8%, year 2 = +3%, year 3 = +3%.