AGREEMENT

BETWEEN THE

BOARD OF EDUCATION OF THE CITY OF SOUTH PORTLAND

AND THE

SOUTH PORTLAND SCHOOL DEPARTMENT
SERVICE EMPLOYEES ASSOCIATION

2018-2021
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Recognition</td>
</tr>
<tr>
<td>2</td>
<td>Dues Deductions</td>
</tr>
<tr>
<td>3</td>
<td>Embodiment of Agreement</td>
</tr>
<tr>
<td>4</td>
<td>Employee Rights</td>
</tr>
<tr>
<td>5</td>
<td>Grievance Procedure</td>
</tr>
<tr>
<td>6</td>
<td>Holidays</td>
</tr>
<tr>
<td>7</td>
<td>Insurance</td>
</tr>
<tr>
<td>8</td>
<td>Job Descriptions</td>
</tr>
<tr>
<td>9</td>
<td>Leaves</td>
</tr>
<tr>
<td>10</td>
<td>Management Rights</td>
</tr>
<tr>
<td>11</td>
<td>Mileage</td>
</tr>
<tr>
<td>12</td>
<td>No Strike</td>
</tr>
<tr>
<td>13</td>
<td>Personnel File</td>
</tr>
<tr>
<td>14</td>
<td>Promotions and Vacancies</td>
</tr>
<tr>
<td>15</td>
<td>Reimbursements</td>
</tr>
<tr>
<td>16</td>
<td>Retirement</td>
</tr>
<tr>
<td>17</td>
<td>Wages</td>
</tr>
<tr>
<td>18</td>
<td>Seniority, Layoff and Recall</td>
</tr>
<tr>
<td>19</td>
<td>Vacations</td>
</tr>
<tr>
<td>20</td>
<td>Workers’ Compensation</td>
</tr>
<tr>
<td>21</td>
<td>Work Week and Work Year</td>
</tr>
<tr>
<td>22</td>
<td>Miscellaneous Provisions</td>
</tr>
<tr>
<td>23</td>
<td>Duration</td>
</tr>
</tbody>
</table>

**APPENDIX A**
Wage Schedule – Maintenance and Transportation 25

**APPENDIX B**
Wage Schedule – Food Service 28

**APPENDIX C**
Grievance Form 30

**APPENDIX D**
Side Agreement – Observing Holidays 31

**APPENDIX E**
Grandfathered Employees – Vacation Accrual 30
PREAMBLE

This Agreement is made by and between the Board of Education of the City of South Portland, Maine and the South Portland School Department Service Employees Association. The Board of Education shall be referred to as the Board and the South Portland School Department Service Employees Association shall be referred to as the Association.

Article 1. Recognition

A. The Board recognizes the South Portland School Department Service Employees Association/MEA/NEA as the bargaining agent for a unit consisting of building and grounds, transportation, and food service positions listed in Appendix A and Appendix B attached hereto for employees appointed to Board approved positions who have completed six full months of continuous employment by the Board (hereinafter defined as and referred to as "employees"). Also excluded from this Agreement are all temporary, seasonal and on-call employees.

B. "Temporary employees" are those employees appointed to a position for a limited period of time, including replacements for employees on leaves (extended or otherwise) and those who are hired for a specific job or project. Temporary employees are those who are regularly scheduled to work on a full time basis for nine months or less. The employee and the SEA President will be informed at the time of hiring if an employee is hired as a temporary employee.

Article 2. Dues Deductions

It is agreed that dues will be deducted each pay period from the salary of members of the Association who so authorize in writing, to be transmitted to the Association. The Association agrees fully to indemnify and hold the Board harmless from any claim or suit of any nature arising out of or in connection with any deduction pursuant to this Article.

Article 3. Embodiment of Agreement

This Agreement incorporates the entire understanding of the parties on all matters that were the subject of negotiations, and for the duration of this Agreement the Association agrees that the Board shall not be obligated to negotiate with respect to any negotiated subject concerning this Agreement, except by mutual agreement. Notwithstanding the above, the Association shall have the right to negotiate the impact of decisions by the Board to subcontract.

Article 4. Employee Rights

All employees shall be subject to a probationary period of nine (9) full continuous months of work. Continuous months of work for school year employees will be those months that school is in session. Following successful completion of the probationary period, no employee shall be formally disciplined, discharged, suspended, or demoted to a lower classification for reasons which are arbitrary, capricious or without basis in fact. As used herein, the term arbitrary includes matters of substance as well as matters of procedure. Written notice of any action taken under this Article shall be given promptly to the employee, either at the time of the action or within 7 days. A copy shall simultaneously
be given to the President of the Association; however it is expressly understood that the inadvertent failure to provide notice to the Association shall not invalidate the discipline.

Article 5. Grievance Procedure

A. Definitions

1. A "grievance" means a dispute as to the meaning or application of a specific term of this Agreement.

2. "Days" as used in this Article means working school days, except that after the last day of school until the first day of school, "days" means days on which the Superintendent's office is open for business.

3. “Grievant” means any employee who asserts a grievance, or any group of employees who asserts a grievance signed by each member of the group.

B. Informal Procedure

1. Any grievant asserting a grievance (the "grievant") shall first discuss the grievance informally with the Director of Buildings and Grounds, the Director of Transportation, or the Director of Food Service, whichever is the appropriate supervisor for the grievant(s), in an effort to resolve the grievance.

C. Formal Procedure

1. Level One — Director

   a. If the grievant is not satisfied with the outcome of the informal discussion of the grievance with the immediate supervisor, the grievant may submit the grievance in writing on a form attached as Appendix C. A grievance will be deemed waived if it is not submitted in writing to the Director at this Level One within twenty (20) days after whichever of the following two times shall be the earlier: (1) knowledge by the Association of the event giving rise to the grievance; or (2) knowledge by the grievant of the event giving rise to the grievance.

   b. The Director shall meet with the grievant and a representative of the Association within ten (10) days after the receipt of the grievance.

   c. A grievance so presented shall be answered in writing within ten (10) days after receipt of the grievance. A copy of the decision will be given to the Association.

2. Level Two - Superintendent of Schools

   a. If the grievant is not satisfied with the outcome of Level One of the grievance with the Director, the grievant may submit the grievance in writing to the Superintendent within ten (10) days after receiving the written response from the Director.

   b. Within ten (10) days after receipt of the written grievance, the Superintendent or his/her designee will meet with the grievant in an effort to resolve the grievance.
c. Within ten (10) days after receipt of the written grievance at this Level Two, the Superintendent of Schools will render his/her decision in writing.

3. Level Three - Board of Education
   a. If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within the prescribed time, he/she may, within ten (10) days after receipt of the Superintendent's decision or, if no decision has been rendered within the prescribed time, within ten (10) days thereafter, submit the grievance in writing to the Board.
   b. The Board will consider the grievance at its next regularly scheduled Board meeting.
   c. Within ten (10) days after such meeting, the Board will render its decision in writing, with a copy to the Association President.

4. Level Four- Arbitration
   a. If the Association is not satisfied with the disposition of the grievance at Level Three, the Association may, within ten (10) days after receipt of the Board's decision at Level Three or, if no decision has been rendered within the prescribed time, within ten (10) days thereafter, submit the grievance to arbitration by so notifying the Board in writing.
   b. Within ten (10) days after receipt of such request, a representative of the Board and the Association will attempt to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) days, the Association may, within five (5) days after that ten (10) day period, request of the American Arbitration Association that an arbitrator be selected pursuant to the procedures of the American Arbitration Association.
   c. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement, and shall confine any decision to the meaning of the specific written contract provision which gave rise to the dispute. The arbitrator shall be without power to make any decision which is contrary to law, which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The arbitrator's decision will be binding subject to judicial review as provided by law.
   d. The costs for the services of the arbitrator, including the cost of the transcript if any, shall be borne equally by the Board and the Association.

D. Representation
   1. At any level of the grievance procedure, a grievant may be represented by a person of his or her own choosing.
   2. The Association will be notified and may be present and represent its views at any step of the grievance procedure.

E. Miscellaneous
   1. Except for the decision resulting from arbitration or settlement, all documents, communications
and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant.

2. The time limits in this Article 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.

Article 6. Holidays

A. There will be paid twelve (12) holidays for employees working at the time of the holiday and eleven (11) paid holidays, Independence Day not being included, for school year employees. Employees who work part-time will receive holiday pay on a pro-rated basis.

B. Holiday Pay –

1. Employees shall receive holiday pay based on the applicable hourly rate of pay listed on Appendix A or B for their regularly scheduled hours (Ex. an employee regularly working 4 hours will receive 4 hours of holiday pay).

2. Employees who work on a holiday will receive their holiday pay at straight time under section B.1 and will also be paid for all hours actually worked on a holiday at their regular rate of pay set forth on the applicable wage scale in the Appendices. It is understood that if an employee works over 8 hours on a holiday, then all hours worked over 8 shall be paid at one and one-half times the employee’s regular rate.

C. Each employee will receive the following days as paid holidays provided that the employee was eligible to be paid on the days before and after the holiday. Eligible to be paid means that the employee worked that day or the employee had received approval to use sick, personal, or vacation leave on that day. For school year employees only, if the holiday occurs during a school vacation break, the employee will receive the paid holiday provided that the employee was eligible to be paid on the last day that school was in session before the school vacation break and the first day that school is in session after the break. School year employees who are scheduled to work on the day before and the day after Independence Day will receive pay for the holiday.

**FULL YEAR EMPLOYEES**
- New Year’s Day
- Martin Luther King, Jr.’s Birthday
- President’s Day
- Patriot’s Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

**SCHOOL YEAR EMPLOYEES**
- New Year’s Day
- Martin Luther King, Jr.’s Birthday
- President’s Day
- Patriot’s Day
- Memorial Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
D. If a paid holiday falls on a Sunday, then the following Monday shall be observed as a holiday, unless classes are in session. If a paid holiday falls on a Saturday, it will be observed on the preceding Friday if school is not in session or an extra day's pay shall be granted. If a holiday falls on an employee's workday but is observed on a different day, the employee shall receive holiday pay for the actual holiday and will work on the observed holiday.

Article 7. Insurance

A. Health Insurance

2018-2021 Years

For the period from July 1, 2018 through June 30, 2021, the Board agrees to provide all full time employees 82% of the cost of MEA Choice Plus insurance, if available, for single, adult with child, two persons or family coverage depending upon eligibility. The employee may elect to participate in any of the MEA insurance plans and shall pay for the difference in the monthly premium above the amount paid by the Board for Choice Plus. In no event shall the Board's health insurance contribution exceed the cost of the monthly premium of the insurance plan selected by the employee.

The Board shall not be responsible for any changes in benefits, program changes, or administrative cost changes made by the insurance vendor.

B. Food Service Health Insurance

Food Service employees working 20 hours or more per week shall be considered full-time for the purpose of health insurance coverage.

C. Part-time employees

Part-time employees shall be entitled to Board support for health insurance coverage on a prorated basis provided that such payment is permitted under the MEA Health Benefits Trust rules. The Board will pay that percentage of the cost of its share of the premium that is in the same ratio as the hours of work of the part-time employee compared to a full-time employee in the same department. Currently, for a part-time employee to be eligible for coverage, she or he must be employed the equivalent of at least 15 hours per week, year round, or 780 hours per year. If the Trust amends its eligibility requirements, the parties will recognize the amended eligibility requirements as governing. It is understood that recognizing such changes to the Trust’s eligibility requirements shall not constitute a unilateral change and shall not obligate the Board to negotiate the impact of such change(s).

D. Any employee eligible for health insurance benefits may elect to receive a lump sum payment in lieu of receiving medical coverage through the above mentioned insurance for a particular contract year. If an employee drops his or her medical coverage or reduces coverage from the coverage the employee had the previous year and meets the requirements below, the employee shall be paid, as follows:

1. Employees who qualify to participate in this benefit will be reimbursed for one-half (1/2) of the premium the Board saves as a result of the election of reduced coverage or no coverage up to a maximum of $3,000.
2. The cash payments under this provision are taxable income and shall be paid to the employee as an addition to her/his regular paycheck.

3. This provision does not apply when coverage is reduced because of a qualifying event such as divorce, dropping of a dependent child, or dropping coverage to be covered by another South Portland School Department employee.

4. An election to drop or reduce coverage may be made only during the annual Open Enrollment period.

5. To receive this benefit, employees will be required to certify annually, on a form as may be designated by the Department, that they have been offered insurance coverage under this Article and that they have declined voluntarily such coverage because they and any of their dependents are eligible for coverage and will have medical insurance coverage under an employer-sponsored group plan. Employees will also be required to show proof of such coverage.

E. The Board, at its cost, will provide long-term disability insurance with a carrier-specified elimination period under the MEPERS Participating Local District plan or a deferred compensation (457b) plan. Employees are eligible for long-term disability insurance through either retirement option above, but not through both plans.

F. Dental Insurance

The Board agrees to provide a dental insurance plan of its choosing for employees and shall permit employees to participate at their own expense. The employee’s premium cost of dental insurance benefits shall be paid by payroll deduction and, at the discretion of the employee, on a salary reduction (pre-tax) basis. The parties agree to explore whether the dental insurance plan available to the teachers is also available to employees of the SEA unit and, if so, employees may participate in such plan at their expense.

G. Domestic Partners

Unless and except as otherwise prohibited by law, the domestic partners of employees, and dependents of domestic partners of employees, shall be eligible for insurance coverage under the terms as such coverage is available to the spouses of employees and the dependents of spouses of employees. Insurance coverage shall be available provided the appropriate carrier approves the domestic partner affidavit form.

Article 8. Job Descriptions

A. After this Agreement is in effect, the Board agrees to make available copies of their job description and the Agreement to all employees. It is understood and agreed by the parties that the provision of job descriptions shall in no way limit the discretion of the Board to change or modify said job descriptions as it may choose.

B. The Association shall be provided with a copy of all current job descriptions of employees in the bargaining unit upon request and whenever jobs are created or modified.
C. The Directors of Food Service, Transportation, and Buildings and Grounds shall provide copies of job descriptions to all new hires and to all employees whenever updates are available.

Article 9. Leaves

A. Sick Leave

1. Sick leave shall be used when the employee is ill or disabled and unable to work or for other reasons provided in this Article.

2. On request of the Superintendent of Schools, an employee shall present a physician's certificate, paid for by the Board, substantiating any ailment. Any employee who makes a false or unjustified claim for paid sick leave shall be subject to immediate disciplinary action.

3. 52 Week Employees

Sick leave shall be earned at the rate of 1.25 days per month, accumulative to two hundred sixty (260) days. Employees hired on or after July 1, 2012 will earn sick leave as follows: .833 days per month during the first five years of consecutive service; 1.041 days per month starting the sixth through the 10th year of consecutive service; and 1.25 days per month starting the 11th and thereafter year of consecutive service. Employees hired on or after July 1, 2012 must work fifty percent or more of the days that they are scheduled to work during a month to earn their applicable amount of sick leave which will be granted on the first day of the following month. Employees hired on or after July 1, 2012 may accumulate up to one hundred sixty (160) days of sick leave.

4. School Year Employees

Sick leave shall be earned at the rate of 1.25 days per month, accumulative to one hundred eighty (180) days. Employees hired on or after July 1, 2012 will earn sick leave as follows: 1 day per month during the first five years of consecutive service; 1.041 days per month starting the sixth through the 10th year of consecutive service; and 1.25 days per month starting the 11th and thereafter year of consecutive service. Employees hired on or after July 1, 2012 must work fifty percent or more of the days that they are scheduled to work during a month to earn their applicable amount of sick leave which will be granted on the first day of the following month. Employees hired on or after July 1, 2012 may accumulate up to one hundred twenty (120) days of sick leave.

5. Earning of Sick Leave

a. Sick leave is earned on the first day of the month following the month of service. Thus, sick leave cannot be used and cannot be included in the calculation of a stipend under Article 16 until it has been earned on the first day of the following month.

b. For the purposes of earning sick leave, school year employees will be considered ten (10)-month employees. School year employees who work beyond the school year will earn sick leave at their applicable rate as specified in this Article prorated by the number of summer hours they work each month compared to the total number of hours that they otherwise could work in that month. (Ex. An employee earns sick leave at the rate of 1 day per month during the school year and works 40 hours per week. She works 20 hours
6. **52 Week and School Year Employees**

Up to forty (40) hours of an employee's accumulated sick leave, or other earned paid leave if no sick leave is available, may be used for an absence necessitated by a condition that causes a need for adult care of an employee's child, spouse, documented domestic partner, or parent. Employees who are regularly scheduled to work eight (8) hours a day may use up to forty-eight (48) hours under this subsection. On request of the Board or Superintendent of Schools, an employee will present a physician's certificate substantiating such a condition.

7. **Extended Medical Leave.**

An employee who exhausts his/her sick/vacation leave and requires additional leave on an unpaid basis must apply for an extended unpaid medical leave of absence subject to approval by the Superintendent. The Superintendent may require medical certification to substantiate the need for an unpaid medical leave of absence. The Superintendent may grant an employee an amount of unpaid leave that is appropriate in the circumstances, and may extend a period of unpaid leave previously granted; provided, however, that the maximum period of leave granted under this section shall be twelve (12) months unless a different period is required by law. The Superintendent may require the employee to provide periodic medical updates to substantiate the continuation of the leave granted.

8. **Notice**

An employee must provide notice as soon as possible of the need to be absent due to illness, at least one (1) hour before the beginning of the employee’s shift, except in cases of emergency.

9. **Fitness for Duty Examinations**

The Board of Education may require an employee returning to duty from sick leave or other medical leave of absence to provide evidence of his / her fitness for duty as long as such requirement is not inconsistent with State or Federal law. For purposes of this section, the evidence necessary to substantiate the employee's fitness shall consist of a note from the employee’s physician which states that the employee can return to work and perform the duties of his or her particular position. [The intent of this substantiation requirement is to ensure that the physician is aware of the employee’s job responsibilities and to verify for the employer that the employee can perform those responsibilities.]

B. **Authorized Association Functions**

Sufficient leave with pay shall be granted to no more than four (4) Association officers or delegates to attend officially sponsored meetings, conferences, not to exceed a total of four (4) days per year, provided working conditions permit; such leave to be authorized by the Director of Buildings and Grounds, the Director of Food Services, or the Director of Transportation.

C. **Bereavement Leave**

1. The Superintendent of Schools shall allow up to five (5) days paid leave in case of death of an employee’s spouse, documented domestic partner, parent or child and up to four (4) days as appropriate for an employee’s brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or any member of the immediate household.
2. The Superintendent of Schools shall allow employees up to one (1) day of paid leave to attend funeral services for a sister-in-law, brother-in-law, uncle, aunt, or other family member. Such leave will be charged against the employee's sick leave.

D. Jury Duty

Employees shall be placed on administrative leave with pay while serving on jury duty so that they do not suffer a loss in pay as the result of such service. The employee shall retain any pay received from the court for serving on jury duty. The amount retained by the employee is expected to cover expenses related to serving on jury duty.

An employee who is released from Jury Duty prior to the end of the first half of the employee's shift shall contact the Director for instructions about returning to work.

E. Personal Business Leave

An employee may be granted three days paid leave each year, for personal business, defined as an urgent religious, legal, business, household, or family matter, which cannot be conducted at times other than the work day as follows:

1. Personal business leave may not be used on the day immediately before or after a school vacation or holiday, may not be used for vacation-like or recreational activities, and may not be used to obtain outside compensation or for profit making activities.

2. The leave must be approved in advance by the Director of Buildings and Grounds, the Director of Transportation or the Director of Food Service. Requests for Personal Business Leave will be submitted in writing by the employee to the employee's supervisor and the Superintendent at least five (5) work days in advance, except in a case of emergency. Requests for Personal Business Leave will state the specific reason for the leave request.

3. The day taken will be charged against the employee's sick leave.

Article 10. Management Rights

A. The Board reserves and retains solely and exclusively all of its inherent rights to manage the school system as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of the Board include, but are not limited to: its right to establish, continue, change, or abolish any or all of the Board's policies, practices, rules, regulations and procedures; to determine the number, location, hours and types of its operations; to determine to what extent the required work shall be performed by employees covered by this Agreement; to determine the number, classifications and duties of employees; to determine the methods, processes, equipment and materials to be used in the Board's operations; to judge the efficiency and competency of employees; to establish and maintain a job evaluation program; to establish and change work schedules and work assignments; to select, hire, direct, transfer and promote employees; to lay off, terminate and otherwise to relieve employees from duty for lack of work or other reasons; to establish, change and enforce rules for the conduct of employees; to discipline and discharge employees; and to take such other measures as may be determined by the Board to be desirable for the successful operation of its schools and programs. Notwithstanding any of the foregoing,
none of the rights set forth herein shall be used in such a way as to violate the other provisions of this Agreement.

B. In the event that the Board exercises any of its rights contained in Section A, the Association reserves the right to impact bargain.

Article 11. Mileage

An employee who uses a privately owned vehicle in carrying out his or her duties as specifically authorized by the Director shall be reimbursed for all miles driven in carrying out such duties at the IRS mileage rate plus tolls.

Article 12. No Strike

The Association, its representatives, members and all employees hereby agree that they will not instigate, promote or participate in any strike, work stoppage, slowdown or interruption of any activities, operations or work of the South Portland School Department. In the event that any of such persons engages in any such activity, the Association shall promptly and publicly notify those so engaged to cease and desist from such activities and return immediately to their duties.

Article 13. Personnel File

A. 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 and 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.

B. Employees shall be sent a copy of all material henceforth placed in the file, at the same time the material is placed in the file. Anonymous or unattributed material shall not be placed in the file. Any employee shall have the right to submit a written response within twenty (20) working days after any material is placed in the personnel file. This written response shall be attached to the appropriate material and then filed.

C. Employees and/or designated representatives shall have the right to examine and copy their files in the presence of the file’s custodian, or that individual’s designee, during normal business hours of the office in which the file is kept. An appointment must be made in advance. If the employee will not be present for the examination, he or she must submit a signed authorization permitting the representative access to the employee’s file.

D. The employee and the duly designated representative of the employee may obtain copies of any material in the personnel file, during the normal business hours of the office in which the file is kept. An employee may receive a copy of the material once per year free of charge. Requests beyond that will be charged at the School Department’s prevailing cost of copying.

Article 14. Promotions and Vacancies

A. When a vacancy exists within a Department, as determined by the Superintendent, a notice regarding the same shall be posted on the respective department bulletin boards and copies shall be delivered to the Association.
B. Promotions and the filling of position vacancies shall be based upon qualifications as determined by the Director. Where more than one individual is being considered for a position and ability is determined by the Director to be equal, length of service shall be the deciding factor.

C. A “promotion” is the upward movement of an employee from one job position to another job position that has a higher wage range, a higher level job title, and/or more and higher level job responsibilities / skills.

D. An employee who is promoted to a new position shall be on probationary status for (90) ninety working days in the new position during which the Director shall complete a performance evaluation. If the evaluation is satisfactory, the employee shall remain in the position on a permanent basis. Otherwise the employee shall be entitled to return to his/her former position. If, during the probationary period, an employee determines that the new position is not satisfactory, then s/he may return to his/her former position.

Article 15. Reimbursements

A. Licenses

1. The Board shall reimburse employees for the costs of attaining or renewing job related licenses. Reimbursement will only occur upon presentation of documentation of issuance of the license.
   a. Bus Drivers - Initial license; for license renewal, the Board shall reimburse the difference between the renewal fee for a personal driver’s license and the Bus Driver’s renewal fee
   b. Electrician – license renewal
   c. Plumber – license renewal
   d. Motor Vehicle inspection – license renewal

2. The Board may pay for the initial and/or renewal license on behalf of employees who, at the request of the Board, have received a license to perform some form of work of benefit to the Board.

B. Criminal History Records Checks

1. The School Department will pay the $15.00 renewal fee for Criminal History Records Checks as long as the State requires such fee.

C. Equipment and Clothing Allowance

1. The Board will provide hairnets and uniforms for all members of the bargaining unit as appropriate and will clean the uniforms worn by the bus mechanics, plumber, and electrician and other members of the bargaining unit based upon work duties as determined by the Board. Employees must wear the uniform provided to them by the Board when on duty, including appropriate footwear, unless excused by their respective Director.
2. The Board will pay $100 towards the purchase of Board-approved work boots for employees in the following job classifications: Plumber, Electrician, Lead Bus Mechanic, Bus Mechanic, Assistant Bus Mechanic, and Maintenance and Repair. Employees must submit appropriate evidence of purchase to receive reimbursement. The Board will pay $100 per year towards each employee in the job classifications cited and the Board payment, if not utilized by an employee, will expire at the end of each fiscal year.

3. The Board will pay up to $50.00 per contract year toward the purchase of Board-approved non-slip shoes for kitchen service staff. Employees must submit appropriate evidence of purchase to receive reimbursement.

4. The Board will pay up to $70.00 per contract year toward the purchase of Board-approved pants for kitchen service staff who cannot wear the uniform provided by the Board. Employees must submit appropriate evidence of purchase to receive reimbursement. Employees will be responsible for laundering the pants purchased.

D. Physicals

The Board will provide at its expense the annual physical required by bus drivers to maintain their CDL license. Bus drivers must obtain their physical at the health care provider or health care facility chosen by the Board.

E. Training

Employees will be paid their regular hourly rate of pay for each hour spent in a Board-approved training session plus any approved travel time for out-of-district training. The Board may also pay for pre-authorized expenses related to this training which may include registration, meals, mileage, materials, and overnight accommodations.

F. Course Reimbursement

The Board encourages the professional growth of employees and supports them taking a course or participating in a vocational class. Reimbursement for the course or vocational class will be up to $1,000. Each member shall be limited to a maximum reimbursement of $1,000 in a contract year. The following are the provisions that must be met for reimbursement.

1. The course or vocational class must have the pre-approval of the Superintendent of Schools.

2. Employees must provide documentation that they have passed the course or vocational class.

3. Proof of payment for the course or vocational class must be submitted to the Business Office with the grade report or the certificate and the request for reimbursement.

4. Payment shall be processed upon verification by the recipient that said course or vocational class was successfully completed and credit or a certificate was earned. Each member shall be limited to a maximum reimbursement of $1,000 in a contract year.
1. The Board will match the employees' contribution up to 8% for the Deferred Compensation Program. An employee must work a minimum of twenty (20) hours a week in order to participate in the Deferred Compensation Program.

2. The Board's contribution to the Maine Public Employees Retirement System Participating Local District Plan will be in accordance with the requirements of the Maine Public Employees Retirement System.

Article 17.  Wages

A. The wage scales for the bargaining unit for the years 2018-2019, 2019-2020, and 2020-2021 are set forth in the attached wage appendices A and B.

B. Employees who begin work at or after 2 PM will be paid a $0.10 per hour shift differential.

C. Employees will be paid at the hourly rate designated for a job classification for those hours actually worked in such a job classification, except when an employee temporarily fills a lower job classification during his/her regular work shift, he/she will be paid his/her regular, higher rate of pay. If an employee temporarily fills in for a higher job classification for a period of one week or more, the employee will be paid at the hourly rate for this higher job classification.

D. When promoted from one classification to a higher classification, employees will be placed on the step in the new classification that corresponds to the step earned in the classification from which the employee was promoted.

E. In the event the Board decides to subcontract any food service during the life of the Agreement which may affect the number of employees employed in the bargaining unit, the Board will notify the Association of its decision at least sixty (60) days prior to implementation. Upon request by the Association, the Board will negotiate the impact of the subcontracting decision. If impact negotiations are not concluded thirty (30) days prior to implementation, the unresolved issues will be submitted to binding arbitration before a panel of three (3) arbitrators, one selected by each of the parties and the third neutral arbitrator selected by the other two arbitrators.

F. Employees hired on or after July 1, 2012 will complete the necessary paperwork to participate in the City of South Portland Direct Deposit Authorization Agreement for deposit of city paychecks. Employees will have thirty (30) days to comply with this requirement.

G. Salary step increases for 52 week employees will be granted on the employee's anniversary date. Salary step increases for school year employees whose anniversary date occurs during the school year will be granted at the beginning of the school year.

H. The work week runs from Sunday to Saturday.

I. Commencing on January 1, 2019, all employees shall be paid using direct deposit.

J. Food service employees who maintain a ServSafe designation shall receive a $250.00 annual stipend. Such payment will be made on September 1st of each contract year for those employees that have the designation (meaning that employees who subsequently obtain the designation – ex. December 31- will first be eligible for payment on the following September 1).

K. The parties agree to participate in a study of food service employee classifications and wages. Each party will designate three representatives to meet for the purpose of reviewing food
Article 16. Retirement

A. Buildings/Grounds, Transportation, and Food Service

For purposes of this Agreement, a “retirement” shall mean that an employee has reached his / her normal retirement age under the MainePERS PLD plan, or that s/he has reached the age of 65.

1. Full-time 52 Week

a. Upon retirement, employees, hired before July 1, 1997, shall receive one-half of accumulated unused sick leave or seventy (70) days, whichever is the lesser, which will be paid to any full-time employee leaving the department voluntarily in good standing after working for the department five (5) continuous, complete years.

b. Upon retirement, employees hired after July 1, 1997 and before July 1, 2012 shall receive one-half of accrued sick leave or $5,000, whichever is lesser, upon leaving the department in good standing after working for the department for five (5) continuous, complete years.

c. Upon retirement, employees hired on or July 1, 2012 shall receive one-half of accrued sick leave or $5,000, whichever is lesser, upon leaving the school department in good standing after working for the school department for ten (10) continuous, complete years.

d. An employee completing 20 years of continuous service as a member of the SEA bargaining unit, and who has not reached retirement age as defined above, shall be eligible for a payment of one-half of accrued sick leave or $5,000, whichever is lesser, upon leaving the school department in good standing.

2. Part-Time and School Year

Part-time and school year employees will be eligible for the applicable retirement stipend above or the stipend set forth in section A.1.d above, but such stipend will be prorated based on the work day/work year as compared to full-time 52 week employees.

B. Retirement Benefits Payable Upon Death

If an employee who is in good standing with the School Department becomes deceased while actively employed, the estate of the deceased shall receive the retirement payment specified in subsection A. above. To be eligible for this benefit, the employee must have had continuous employment and must have been governed by this Agreement for a minimum of fifteen (15) years and does not need to be retirement age as defined above. No payment shall be made under this subsection if the employee dies intestate. For purposes of counting fifteen (15) years for school year employees, working throughout an entire school year will count as one year.

C. Retirement Program

Employees may opt to participate in the Deferred Compensation Program or the Maine Public Employees Retirement System Participating Local District (PLD) dependent upon meeting eligibility requirements of the plan.
service classifications and compensation. The parties agree that their representatives will meet no later than January 31, 2019. If the Association and administration representatives agree that the classifications and wages should be adjusted, then the study committee shall report its findings to the Board and recommend such change. Any change in classifications and wages is subject to Board approval.

Article 18. **Seniority, Layoff and Recall**

A. **Seniority**

1. “Seniority” is defined as an employee’s length of continuous employment as an individual governed by this Agreement. Continuous employment for school year employees will be working during those months that school is in full session.

2. A seniority list for all permanent employees shall be established and brought up to date each September. A copy of this list showing the seniority rating by classification will be filed with the Association by the Director of Buildings and Grounds, the Director of Transportation, and the Director of Food Service as soon thereafter as reasonable.

B. **Reduction in Force (RIF)**

1. "Reduction in Force (RIF) shall mean the discontinuance of employment of an employee for bona fide financial or program reasons.

2. The Board agrees to notify the Association prior to a RIF and shall make available to the Association all relevant information upon request.

3. In the event that the Board determines to eliminate a position, or reduce the work force, the employees affected shall be placed in impact areas of food service, transportation, custodial, and maintenance by seniority with the employee having the least seniority being dismissed. Any employee who has changed job classifications during his or her service with the School Department will have his or her total years of service in the department count toward establishing seniority.

4. An employee who is RIF'd shall receive at least thirty (30) days written notice. For the purpose of this agreement only, sixty (60) days written notice will be given to employees affected by a Board vote to subcontract.

C. **Recall**

1. The Board shall establish a recall list of laid-off employees by seniority and impact area. An employee who is laid off shall be placed on a recall list and shall be sent position vacancy announcements in the unit. For this purpose, it shall be the employee’s responsibility to keep the Board advised of his/her current address.

2. The Board shall offer re-employment to employees on the recall list for any vacancies in the impact area from which they were laid off or in which they had previously satisfactorily served. Re-employment shall be by order of seniority. Notice of recall will be given by certified mail to the last address given to the Board by an employee. A copy of the notice of recall will be given to the Association at the same time the notice is mailed to the employee.

3. An employee whose position is eliminated as a result of a reduction in the work force shall have a right of recall for twelve (12) months from the effective date of termination of employment for the first available positions for which the employee is, in the opinion of the
Superintendent, fully qualified. Employees shall have 5 working days to accept an offered position. If they do not accept the offered position, their right to recall is forfeited. An employee who is reduced in force will remain on the recall list for twelve (12) months unless the employee (a) waives recall rights in writing, (b) turns down the offer of a position, or (c) resigns.

4. Employees re-employed within twelve (12) months of the effective date of layoff shall retain their seniority and all benefits accumulated prior to the layoff and shall be placed in the same wage step obtained prior to the layoff.

D. An employee who receives a notice of layoff shall immediately be granted an additional three (3) days leave with pay to apply and interview for other jobs. Additional days may be granted at the discretion of the Superintendent of Schools.

Article 19. Vacations

A. All Full-Time Employees (52 week full-time employees and school year full-time employees)

1. Vacations shall be scheduled during times when school is not in session, except that the appropriate Director may approve vacations during other periods of time that do not disrupt the work schedule.

2. Commencing as of July 1, 2018, Employees shall earn vacation days as follows:

   0 through 5 years of continuous service –
   1.0 days per month worked (up to 12 days annually)

   6 through 12 years of continuous service –
   1.25 days per month worked (up to 15 days annually)

   After 12 years of continuous service –
   1.667 days per month worked (up to 20 days annually)

3. Employees who were actually earning 2.084 days per month as of the date of ratification of this agreement, or who would start earning 2.084 days per month on or before December 31, 2018, shall be grandfathered and will continue to accrue at that rate as an exception to the provisions of Section 2 above (see attached list of grandfathered individuals at Appendix E).

4. Vacation time earned in a month will be granted and available for use on the first day of the following month.

5. Employees on an unpaid leave of absence for an entire month shall not earn vacation for that month.

6. Because employees are encouraged to take vacation time during the work year for rest and relaxation, employees must use the vacation leave they have earned during the fiscal year (July 1 through June 30) in which it was earned. Employees may carry over a maximum of up to 10 accrued but unused vacation days into a new fiscal year; any accrued but unused vacation days over this amount shall be forfeited. The one exception to this rule limiting the carryover of vacation days to a maximum of 10 days is where an employee requests to use accrued vacation days and the request is refused by the employee’s Director. If the Director denies the vacation request and if the Director fails to offer the employee
alternative dates when the requested days can be used, then the employee shall be permitted to carry over an additional number of accrued but unused vacation days into the new fiscal year (the number of days denied by the supervisor/Director or 5 days, whichever is less). Any remaining days shall be forfeited. The employee shall be required to notify the business office by June 1 if the employee will be seeking to utilize this carryover exception.

7. For the purposes of earning vacation, school year employees will be considered ten (10)-month employees. School year employees who work beyond the school year will earn vacation leave at their applicable rate as specified in this Article prorated by the number of hours they work each month compared to the total number of hours that they otherwise could work in that month.

B. Part-Time Employees

Part-time employees will earn vacation time on a prorated basis in the same ratio as the employee’s hours of work compare to the hours of work of a full time employee in the same department.

C. The appropriate Director shall have the sole discretion in approving requests for vacation and may establish a vacation request schedule as he/she determines appropriate for his/her department. Vacation requests shall not be unreasonably denied.

D. When a Director requests the desired vacation dates of each employee during a specified period, the Director will provide verification of approved vacation days two (2) weeks after all requests have been received.

Article 20. Workers’ Compensation

In cases of injury covered under the Workers' Compensation Act, an employee will be paid from his/her accumulated sick leave the difference between the amount of his/her regular net pay and the amount which he/she receives pursuant to Workers' Compensation. This difference shall be charged on a pro-rata daily basis to the employee's sick leave and will cease when said employee's sick leave is exhausted. In no case shall an employee receive double compensation under both the sick leave policy and the Workers' Compensation Act.

Article 21. Work Week and Work Year

A. Deductions

Pay for any work days or portions thereof not worked by an employee and not compensated pursuant to Article 6 - Holidays, Article 9 - Leaves, or Article 19 - Vacations of this Agreement, including snow days, shall be deducted from an employee's salary on a pro rata basis.

B. Non-Scheduled Bus Runs

On non-scheduled bus runs for extra-curricular activities during the school year, the runs shall be assigned on an as needed basis by the Director of Transportation in order that all full-time drivers are scheduled to work at least forty (40) hours. Once the aforementioned condition has been met, the remaining non-scheduled trips shall be assigned on a rotating basis by seniority.
C. Work Week

1. Buildings/Grounds and Transportation

   a. **Full-Time Employees.** Full-time employees are defined as those employees regularly scheduled to work at least a forty (40)-hour week. The basic workweek for full-time school year or 52 week employees shall consist of five (5) days. Eight and one-half (8½) hours shall constitute a normal day. Employees shall be entitled to take up to thirty (30) minutes for an unpaid duty-free lunch break. In the event that an employee does not take an unpaid duty-free lunch break, his/her day will end after eight (8) hours.

   b. **Part-Time Employees.** Part-time employees are defined as those employees regularly scheduled to work less than a forty (40)-hour week. Hours for part-time employees shall be as determined by the Board.

   c. **Benefits.** Full-time employees and part-time employees shall be entitled to all fringe benefits provided in this Agreement. Part-time employees shall be entitled to prorated benefits based on their hours of work as compared to the hours of work of full-time employees in the same department, except where otherwise noted.

   d. On occasion, the Board or its designee may at its discretion permit part-time employees to work more than their regularly scheduled hours for a period of time, as in the case of extra-curricular bus runs, etc. In such an instance, the employee will be compensated for the extra hours worked at the employee’s regular rate of pay. There will be no change of fringe benefits of any kind based on hours worked over and above the employee's approved standard work week for periods of less than six (6) months.

2. Food Service

   The work week for all employees shall be five (5) days. Employees who work twenty-five (25) or more hours per week shall work a minimum of five and one-half (5½) hours per day with the schedule to be determined by the Director of Food Services. These employees shall be entitled to take up to thirty (30) minutes for an unpaid duty-free lunch break. In the event that an employee does not take an unpaid duty-free lunch break, his/her day will end thirty (30) minutes earlier.

D. Work Year

1. Buildings/Grounds and Transportation

   The work year shall be either a calendar (52 week) year or a school year, depending upon the position. For school year employees, the work year shall consist of the school year as approved by the Board.

2. Food Service

   The work year for all food-service employees shall consist of the school year as approved by the Board.

3. School Vacation – Summer Work

   b. School year employees will have the first option for additional work that becomes available within the school department during the summer. Such additional work will be
counted toward the proration of benefits. Transportation and Food Service employees shall have first option of summer or vacation work. Any positions not filled by employees governed by this Agreement shall be offered to persons not governed by this Agreement.

c. The Director of Transportation will assign bus trips that occur when school is not in full session during the summer. The assignment of trips that occur on a regular and consistent basis throughout the summer, and the acceptance of these trips by qualified bus drivers and bus aides, will be consistent with the following rules.

1. Trips will be assigned on a rotating basis. Individuals governed by this Agreement and those not governed by this Agreement may be assigned a trip under this subsection.

2. Once a trip has been assigned to an individual, whether governed by this Agreement or not, that individual will not be re-assigned from that trip during the duration of the summer unless otherwise deemed in the best interest of the student(s) being transported or the School Department.

3. Bus trips that become available after the assignment of trips above will be governed by the rules below. This will include routes that are added to the trips assigned above that increase the trip by more than two hours per day.

   a. If the trip involves the transportation of an Instructional Support or other special needs student(s), the bus driver, and if appropriate, bus aide assigned this trip will not be re-assigned from this trip during the duration of the summer unless otherwise deemed in the best interest of the student(s) being transported or the School Department.

   b. If the trip does not involve the transportation of an Instructional Support or other special needs student(s), the trip will be re-assigned to the first bus driver and, if appropriate, bus aide who is (are) governed by this Agreement and whose trip assigned above is completed. If more than one bus driver and/or bus aide who is governed by this Agreement completes their assigned trip at the same time, the trip will be assigned to the bus driver and/or bus aide per the rotation mentioned above.

E. Overtime

1. Hours Worked / Overtime Calculation - All overtime work shall be paid at one and one-half times an employee's regular rate. Overtime hours shall be computed after the employee has completed forty (40) hours worked per week or eight (8) hours worked per day. For the sake of clarity, paid sick leave, vacation leave, holiday leave, or other leaves (whether with or without pay) shall not be considered time worked for purposes of computing overtime.

2. Weekend Premium Pay - Employees who work on a Saturday or Sunday will receive one and one-half times their respective hourly wage for work performed. It is understood that this does not apply to those employees who are scheduled to work Saturday or Sunday as part of their normal workweek.

3. Food Service Premium Pay - Food service employees will receive one and one-half times their respective hourly wage when required to work at special catered school or non-school sponsored events.
4. Emergency Work - An employee called in for emergency work shall be paid time and one-half for a minimum of two (2) hours. Emergency work shall be defined as unanticipated essential work that does not take place during the normal workday.

5. No Pyramiding - There shall be no pyramiding or duplication of compensation by reason of any overtime or holiday or other premium pay provision of this Agreement. This is understood to mean that employees cannot get additional overtime pay on overtime hours that have already been paid at the overtime rate.

The following examples are included in the interest of clarity:

(a) An employee who regularly works 8 hours per day does not work Monday, a holiday; she does work 8 hours on Tuesday, Wednesday, Thursday, and Friday for a total of 32 hours worked. Therefore, employee will be paid for 32 hours worked at straight time, plus 8 hours for the holiday at straight time.

(b) A bus driver works 10 hours on a Monday holiday, and 8 hours each day for the rest of his work week (Tuesday, Wednesday, Thursday, and Friday). Hours worked for the week total 42 (10 on Monday, and 32 on the remaining 4 days of the week). Employee receives 2 hours of overtime for working over 8 hours in a day on Monday. Therefore, employee receives 2 hours of pay at her overtime rate, plus 40 hours at straight time, plus 8 hours of holiday pay at straight time.

(c) During a non-holiday week, an employee works 10 hours per day Monday through Friday, for a total of 50 hours worked. Employee shall receive 10 hours of pay at his overtime rate (2 hours over 8 in a day for 5 days), plus 40 hours pay at straight time.

(d) A custodian who works 8 hours per day takes vacation leave Monday through Friday. She is asked to work on Saturday, which is not part of her regular work week, and works 8 hours that day. She shall receive 40 hours straight time for her vacation leave, and time and a half for the 8 hours worked on Saturday.

(e) A bus driver, who regularly works 8 hours per day Monday through Friday, is out sick on Monday and Tuesday and works 8 hours each day for the rest of the week (Wednesday, Thursday, and Friday). The driver drives a sport trip on Saturday and works 10 hours. The driver will receive 40 hours straight time for Monday through Friday (16 hours earned sick leave, plus 24 hours worked), and 10 hours at time and a half for hours worked on Saturday.

3. Overtime Assignment - The applicable Director will determine if and when overtime work will occur and will determine the duration of the overtime work.

a. Overtime will be assigned based upon the nature of the situation for which services are needed. If specific skills are required, i.e., licensed boiler operator, the work will be assigned to the person who possesses the specific skills. In all other cases, overtime will be assigned on a rotating basis within the building or program.

b. When an employee indicates that he/she is not interested in overtime assignments, the employee’s name will be removed from the overtime list until such time
as the employee notifies the supervisor that he/she wishes to be returned to the rotation list.

c. Although overtime requires the approval of the Director, the Director may provide an employee with advance written approval for an employee to work overtime during a specified period. (Example: The Director may provide an email authorization for a particular employee to work overtime as needed during the month of November due to a higher than normal volume of work).

F. Inservice & Workshop Days

Food service employees will report to work on all in-service days and will engage in routine food preparation duties, in-service/staff development activities, or other such tasks as are determined by the Director of Food Service or Superintendent. Allowances for attendance expenses at workshops and/or schools of instruction will be determined by the Director of Food Services and the Business Manager.

G. School Cancellations

Food service and transportation employees opting to work on days when school is cancelled must sign up with and be approved by the Director of Food Services and the Director of Transportation, as appropriate. This sign up will occur annually before the end of the first full week of school. A copy of each list will be provided to the President of the Association. Employees opting to work will be paid for the actual hours worked.

H. Timecards & Breaks

1. The District may utilize manual or electronic time sheets to ensure accurate records are maintained for determining hours worked and overtime calculations. Employees shall accurately record all of their hours worked and their unpaid break time on their time cards.

2. Employees shall schedule rest/meal breaks to ensure adequate coverage in their respective department.


A. Municipal Facilities

Employees shall be granted free use of municipal recreational facilities consistent with what other municipal employees are provided.

B. Non-Discrimination

The Board and the Association agree that neither party will discriminate against any member of the bargaining unit on the basis of race, creed, color, sex, marital status, sexual orientation, age, national origin, disability or membership in the association. This provision shall not be subject to the grievance procedure in this Agreement since the federal, state and local statutes and ordinances that prohibit such discrimination provide remedies.
C. **Preemployment Physical Examinations**

New employees who have been offered a position will be required to pass a pre-employment physical examination prior to the initial date of hire, and their employment will be contingent upon passing the pre-employment physical. The cost of the pre-employment physical examination will be paid for by the Board of Education.

**Article 23. Duration**

This Agreement shall become effective as of its signing and shall expire on June 30, 2021, except that the vacation accruals under Article 19.A.2 and the wages listed in the Appendices for the 2018-2019 contract year only shall be retroactive to July 1, 2018 for bargaining unit members that are employed as of the execution date of this Agreement. No extension to this Agreement will be valid unless it is agreed to in writing by and between the parties thereto.

SOUTH PORTLAND SERVICE
EMPLOYEES ASSOCIATION

By
President of Association

DATED 11/20/18

BOARD OF EDUCATION,
CITY OF SOUTH PORTLAND

By
Chairperson, Board of Education

DATED 11/20/18
## APPENDIX A

### Transportation and Facilities Wages

<table>
<thead>
<tr>
<th>Wage Scale 2018-2019</th>
<th>Percent Increase</th>
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<tr>
<td></td>
<td>Step A 0-4 Years Hourly</td>
<td>Step B 5-9 Years Hourly</td>
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**NOTE:** The parties agree that changes from one step or lane to another occurs after the completion of the number of years listed. Thus, the longevity step is available to employees following completion of 12 years (i.e., the start of their 13th year).

For the 2018-2019 contract year only, the Board agrees to pay a one-time signing bonus of $100.00 (gross pay) to all members of the bargaining unit employed as of the date of execution of this Agreement. Such payment shall be made in a lump sum payment to each eligible employee within thirty days of execution of this Agreement, less applicable taxes and other withholding.
## Wage Scale 2019-2020

<table>
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<tr>
<th>Position</th>
<th>Percent Increase</th>
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<td>Foreperson (High School)</td>
<td>22.22</td>
<td>22.58</td>
<td>22.96</td>
<td>23.27</td>
</tr>
<tr>
<td>Foreperson (Middle School)</td>
<td>20.96</td>
<td>21.29</td>
<td>21.61</td>
<td>21.92</td>
</tr>
<tr>
<td>Foreperson (Elementary School)</td>
<td>20.71</td>
<td>21.04</td>
<td>21.40</td>
<td>21.72</td>
</tr>
<tr>
<td>Lead Bus Mechanic</td>
<td>27.15</td>
<td>27.56</td>
<td>28.00</td>
<td>28.34</td>
</tr>
<tr>
<td>Bus Mechanic</td>
<td>25.35</td>
<td>25.78</td>
<td>26.22</td>
<td>26.56</td>
</tr>
<tr>
<td>Asst. Bus Mechanic</td>
<td>20.19</td>
<td>20.49</td>
<td>20.81</td>
<td>21.07</td>
</tr>
</tbody>
</table>

**NOTE:** The parties agree that changes from one step or lane to another occurs after the completion of the number of years listed. Thus, the longevity step is available to employees following completion of 12 years (i.e., the start of their 13th year).
### APPENDIX B

#### Food Service Wages

#### Wage Scale 2018-2019

<table>
<thead>
<tr>
<th>Position</th>
<th>Step 0</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
<th>Step 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager</td>
<td>15.24</td>
<td>15.53</td>
<td>15.83</td>
<td>16.17</td>
<td>16.48</td>
<td>16.85</td>
<td>17.23</td>
<td>17.62</td>
<td>18.03</td>
<td>18.47</td>
<td>18.88</td>
</tr>
</tbody>
</table>

**NOTE:** The parties agree that changes from one step or lane to another occurs after the completion of the number of years listed. Thus, Step 1 is available to employees following completion of their first year (i.e., the start of their 2nd year).

For the 2018-2019 contract year only, the Board agrees to pay a one-time signing bonus of $100.00 (gross pay) to all members of the bargaining unit employed as of the date of execution of this Agreement. Such payment shall be made in a lump sum payment to each eligible employee within thirty days of execution of this Agreement, less applicable taxes and other withholding.

#### Wage Scale 2019-2020

<table>
<thead>
<tr>
<th>Position</th>
<th>Step 0</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
<th>Step 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager</td>
<td>15.62</td>
<td>15.92</td>
<td>16.23</td>
<td>16.57</td>
<td>16.89</td>
<td>17.27</td>
<td>17.66</td>
<td>18.06</td>
<td>18.48</td>
<td>18.93</td>
<td>19.35</td>
</tr>
</tbody>
</table>

**NOTE:** The parties agree that changes from one step or lane to another occurs after the completion of the number of years listed. Thus, Step 1 is available to employees following completion of their first year (i.e., the start of their 2nd year).
## Wage Scale 2020-2021

<table>
<thead>
<tr>
<th>Position</th>
<th>Percent Increase</th>
<th>Step 0</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
<th>Step 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager</td>
<td></td>
<td>16.01</td>
<td>16.32</td>
<td>16.64</td>
<td>16.98</td>
<td>17.31</td>
<td>17.70</td>
<td>18.10</td>
<td>18.51</td>
<td>18.94</td>
<td>19.40</td>
<td>19.83</td>
</tr>
<tr>
<td>Cook/Baker</td>
<td></td>
<td>14.30</td>
<td>14.61</td>
<td>14.84</td>
<td>15.16</td>
<td>15.45</td>
<td>15.81</td>
<td>16.12</td>
<td>16.48</td>
<td>16.87</td>
<td>17.23</td>
<td>17.62</td>
</tr>
<tr>
<td>Food Service Specialist</td>
<td></td>
<td>13.92</td>
<td>14.22</td>
<td>14.45</td>
<td>14.74</td>
<td>15.03</td>
<td>15.36</td>
<td>15.71</td>
<td>16.04</td>
<td>16.40</td>
<td>16.77</td>
<td>17.16</td>
</tr>
</tbody>
</table>

**NOTE:** The parties agree that changes from one step or lane to another occurs after the completion of the number of years listed. Thus, Step 1 is available to employees following completion of their first year (i.e., the start of their 2nd year).
APPENDIX C

GRIEVANCE FORM – South Portland School Department Service Employees Association

GRIEVANT: ____________________________

DATE: ___________ SCHOOL: ____________________________

ARTICLE(S) AND SECTIONS OF AGREEMENT VIOLATED:

STATEMENT OF GRIEVANCE (including dates of acts or omissions complained of)

REDRESS SOUGHT:

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

ASSOCIATION ☐ MYSELF ☐

The grievance was filed with the office of ____________________________

on ___________ by (check one): ☐ Mail ☐ Personal Delivery

SIGNATURE OF GRIEVANT: ____________________________
Memorandum of Agreement Regarding Observing Holidays

This Memorandum of Agreement is a side agreement to the 2018-2021 collective bargaining agreement ("Contract") between the South Portland School Department Board of Directors and the South Portland Service Employees Association. For purposes of interpreting the provisions of the Contract, the parties hereby agree:

If an employee is regularly scheduled to work on a weekend day and if a holiday falls on the employee’s weekend workday but is observed on a different day, then the employee shall receive holiday pay for the actual holiday and will be scheduled to work at his or her regular rate of pay on the observed holiday.

For the School Board of Directors

[Signature]

Date 11/20/18

For the Service Employees Association

[Signature]

Date 11/20/18
### APPENDIX E

**Listing of Individuals Grandfathered Pursuant to Article 19.A.3**

<table>
<thead>
<tr>
<th>First</th>
<th>Last</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doris</td>
<td>Tenneson</td>
<td>Cook/Baker</td>
</tr>
<tr>
<td>Lawrence</td>
<td>Coombs</td>
<td>Bus Driver</td>
</tr>
<tr>
<td>Jane</td>
<td>Afthim</td>
<td>Cook/Baker</td>
</tr>
<tr>
<td>Beverly</td>
<td>Brown</td>
<td>Cook/Baker</td>
</tr>
<tr>
<td>Lisa</td>
<td>Ciriello</td>
<td>Manager</td>
</tr>
<tr>
<td>Brenda</td>
<td>Cheney</td>
<td>Bus Driver</td>
</tr>
<tr>
<td>Bruce</td>
<td>Roma, Sr.</td>
<td>Night Personnel</td>
</tr>
<tr>
<td>Linda</td>
<td>Martin</td>
<td>Custodian I</td>
</tr>
</tbody>
</table>
Memorandum of Agreement for the Successor Collective Bargaining Agreement Between the South Portland School Department Board of Directors and the South Portland Service Employees Association

July 1, 2017-June 30, 2018 Contract Year

The parties agree that the applicable terms and conditions of the 2014-2017 SEA Collective Bargaining Agreement shall be included in the successor 2017-2018 Collective Bargaining with the following modifications:

1) The parties agree that there are no language changes to the collective bargaining agreement for 2017-2018 contract year except for a change in effective dates: July 1, 2017 to June 30, 2018.

2) The attached wage scales reflect the agreement of the parties. However, it is understood that the wage scales attached to this Memorandum of Agreement are for reference purposes only. The parties agreed to change the scale so as to increase the wage floor for the 2018-2019 contract year, but further agreed that employees would not receive retroactive pay for the 2017-2018 year.

This is the complete and full understanding pertaining to the terms of the successor collective bargaining agreement for the 2017-2018 contract year. This memorandum shall be attached to the 2014-2017 collective bargaining agreement.

For the School Board of Directors

For the Service Employees Association

11/26/18
Date

11/26/18
Date
## APPENDIX A

### Transportation and Facilities Wages

<table>
<thead>
<tr>
<th>Wage Scale 2017-2018</th>
<th>Percent Increase</th>
<th>2.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Position</strong></td>
<td><strong>Step A 0-4 Years Hourly</strong></td>
<td><strong>Step B 5-9 Years Hourly</strong></td>
</tr>
<tr>
<td>Custodian I</td>
<td>16.54</td>
<td>16.80</td>
</tr>
<tr>
<td>Night Personnel</td>
<td>17.50</td>
<td>17.78</td>
</tr>
<tr>
<td>Truck/Van Driver</td>
<td>16.82</td>
<td>17.07</td>
</tr>
<tr>
<td>Bus Driver</td>
<td>17.96</td>
<td>18.23</td>
</tr>
<tr>
<td>Bus Attendant</td>
<td>16.58</td>
<td>16.82</td>
</tr>
<tr>
<td>Receiving Clerk</td>
<td>18.31</td>
<td>18.60</td>
</tr>
<tr>
<td>Plumber</td>
<td>23.60</td>
<td>24.00</td>
</tr>
<tr>
<td>Electrician</td>
<td>23.60</td>
<td>24.00</td>
</tr>
<tr>
<td>Maintenance &amp; Repair</td>
<td>19.68</td>
<td>19.97</td>
</tr>
<tr>
<td>Swing Person</td>
<td>18.31</td>
<td>18.60</td>
</tr>
<tr>
<td>Foreperson (High School)</td>
<td>20.68</td>
<td>21.02</td>
</tr>
<tr>
<td>Foreperson (Middle School)</td>
<td>19.51</td>
<td>19.81</td>
</tr>
<tr>
<td>Foreperson (Elementary School)</td>
<td>19.28</td>
<td>19.59</td>
</tr>
<tr>
<td>Lead Bus Mechanic</td>
<td>25.27</td>
<td>25.65</td>
</tr>
<tr>
<td>Bus Mechanic</td>
<td>23.60</td>
<td>24.00</td>
</tr>
</tbody>
</table>

**NOTE:** The 2017-2018 wage scale is included for reference purposes only. The parties did not agree to retroactive wage increases for the 2017-2018 contract year.

The parties agree that changes from one step or lane to another occurs after the completion of the number of years listed. Thus, the longevity step is available to employees following completion of 12 years (i.e., the start of their 13th year).
APPENDIX B

Food Service Wages

<table>
<thead>
<tr>
<th>Wage Scale 2017-2018</th>
<th>Percent Increase</th>
<th>2.0%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Manager</td>
<td>14.90</td>
<td>15.19</td>
</tr>
</tbody>
</table>

NOTE: The 2017-2018 wage scale is included for reference purposes only. The parties did not agree to retroactive wage increases for the 2017-2018 contract year.

The parties agree that changes from one step or lane to another occurs after the completion of the number of years listed. Thus, Step 1 is available to employees following completion of their first year (i.e., the start of their 2nd year).