

AGREEMENT

between the

**PORTLAND BOARD OF PUBLIC EDUCATION OF THE
CITY OF PORTLAND**

and the

PORTLAND EDUCATION ASSOCIATION

for

EDUCATIONAL TECHNICIANS

September 1, 2021 to August 31, 2024

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DEFINITIONS

A. Employee

The term “Employee” or “Bargaining Unit Member” includes any person holding a position as included in Recognition Clause.

B. Days

The term “days” when used in this agreement, except where otherwise indicated, shall mean an employee’s scheduled workdays.

C. Superintendent

The title Superintendent shall indicate the Superintendent of Schools or their designee.

D. Board

The Portland Board of Public Education of the City of Portland. Said Board may act through its chairperson, any committee thereof, its Superintendent or any other representative authorized to act for in any particular situation or class of situations.

E. Paid Leave Of Absence

Paid Leave of Absence means that a bargaining unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, and receive credit for annual salary increments provided during their leave.

F. Dependent

Dependent means any spouse, domestic partner, or other person for which the bargaining unit member has physical or legal custody. Domestic partner includes the person who meets the criteria for partnership as set forth in the City of Portland Ordinances, Chapter 13.6.

G. Daily Rate of Pay

Daily rate of pay means the bargaining unit member’s hourly rate of pay multiplied by the number of hours worked.

H. Association

The Portland Education Association/MEA/NEA (Ed Tech I, II, and III Unit). Said Association may act through its President or any committee thereof or any other representative authorized to act for it in any particular situation or class of situations.

I. Principal

A principal of an elementary, middle or high school including the Director of Adult Education, PATHS and Bayside.

J. Assistant Principal

An Assistant Principal of an elementary, middle or high school including the Assistant to the Director of Adult Education, PATHS, and Bayside.

AGREEMENT

This Agreement is made and entered into pursuant to the Municipal Public Employees Labor Relations Law (Chapter 9-A, Title 26, M.R.S.A.) by and between the SCHOOL BOARD OF EDUCATION OF THE CITY OF PORTLAND (hereinafter referred to as the “BOARD”) and the PORTLAND EDUCATION ASSOCIATION (hereinafter referred to as the “ASSOCIATION”).

ARTICLE 1 – RECOGNITION

- A. The Board hereby recognizes the Portland Education Association as the sole and exclusive bargaining agent as defined under Title 26, Maine Revised Statutes, Section 962, for a bargaining unit of educational technicians I, II and III employed by the Board.
- B. Unless otherwise indicated, the term “employee” when used hereinafter in this Agreement shall mean an employee represented by the Association in the negotiating unit as above defined.

ARTICLE 2 – MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Agreement or otherwise specifically agreed to in writing between the parties, the determination and implementation of educational policy, the operation and management of the schools and the control, supervision, and direction of the employees are vested exclusively in the Board. By way of example, not limitation, the Board’s rights include: the right to transfer employees and/or change assignment as it deems necessary and to determine staffing levels.

ARTICLE 3 – STRIKES AND SANCTIONS

- A. The Association, its officers, agents, and members will not cause, sponsor, encourage or engage in any strikes, slowdowns, sanctions, professional alerts (so-called), or any other activity that might interfere with the normal operation of schools by the Board, and will not cause, sponsor, encourage, or request the imposition by others of sanctions, professional alerts (so-called), or any other activities that might interfere with the normal operation of schools by the Board. If sanctions, professional alerts, or any other activities that might interfere with the normal operation of schools are imposed by other parties, the Association will promptly and publicly request such other parties to cease such conduct immediately. There shall be no lockouts for the duration of this Agreement.

ARTICLE 4 – GRIEVANCE PROCEDURE

- A. A “grievance” as used in this Agreement, means a claim by an employee or group of employees that there is a disagreement or dispute as to the interpretation, meaning or application of any provision of this Agreement, except provisions expressly excluded from the grievance procedure contained in this Agreement.

B. Informal Level

The Board and the Association encourage problem solving between an employee and their supervisor. Any employee who believes they has a grievance involving the interpretation or application of this Agreement is thus encouraged to try to resolve the matter informally with their supervisor before initiating the following formal grievance procedure. The Association shall have the right to be present.

C. Formal Level

If the employee is unable to resolve the grievance informally, the employee may process a grievance as follows:

Level One – Principal or Supervisor

They shall submit the details of such grievance to the appropriate Principal or Supervisor in writing. Within ten (10) days thereafter, the appropriate administrator shall meet with the grievant and representatives of the Association for the purpose of resolving the grievance. The appropriate administrator shall render their decision in writing to the grievant and the Association within ten (10) days after the meeting.

Level Two - Superintendent

1. If such grievance is not resolved to the satisfaction as a result of the procedure at the Principal/Supervisor level, the grievant may present such

grievance in writing to the Superintendent within ten (10) days after said meeting with the Principal/Supervisor.

2. In case of a grievance of a general nature and not related to a particular employee or a particular school, the grievance shall be presented directly in writing to the Superintendent, without the necessity of processing the grievance pursuant to the procedures at the lower level.
3. Within ten (10) days after the Superintendent receives the grievance the Superintendent shall meet with the grievant and the Association for the purpose of resolving such grievance. The Superintendent shall render the decision in writing to the grievant and the Association within ten (10) days after the meeting.

Level Three - Board

If such grievance is not resolved to the satisfaction of the grievant at the Superintendent level, the grievant may present such grievance in writing to the Board within ten (10) days after receipt of the Superintendent's decision. Within ten (10) days after receipt of the grievance or at the next regularly scheduled Board meeting, whichever is later, the Board shall meet with the grievant and representatives of the Association for the purpose of resolving the grievance. The Board shall, within ten (10) days after such meeting, render its decision in writing to the grievant with a copy to the Association.

Level Four - Arbitration

If such grievance is not resolved to the satisfaction of the Association at the Board level, the Association may request arbitration of the grievance within ten (10) days after the date of the written decision of the Board. Within ten (10) days after such request, the parties shall select an arbitrator, but if they are unable to agree on a selection within ten days, the Association shall file within ten (10) days a demand for arbitration with the American Arbitration Association or any other mutually agreed upon arbitration organization. The arbitrator shall be selected through the American Arbitration Association or alternative arbitration organization in accordance with the rules and procedures of the applicable arbitration association. The arbitrator shall fix a time and a place at Portland, Maine for a hearing upon reasonable notice to each party. After such hearing, the arbitrator shall promptly render a decision, which shall be binding upon both parties subject to judicial review as permitted by law, but the arbitrator shall have no power to render a decision which adds to, subtracts from or modifies this Agreement; the decision shall be confined to the meaning of the contract provision which gave rise to the dispute. The arbitration proceedings will be conducted in accordance with the rules and procedures of the American Arbitration Association. The costs for the services of the arbitrator, including their per diem expenses, if any, and their actual and necessary travel and subsistence

expenses, and the costs of a hearing room and transcript, if any, will be shared equally by the Board and the Association. All other costs will be paid by the party incurring them. If either party requests a transcript for its own use, then that party requesting the transcript shall pay the costs of same.

D. Miscellaneous Provisions

1. The time limits for processing of grievances may be extended by written mutual agreement of the parties.
2. A grievance must be commenced at Level One not later than thirty (30) days after whichever of the following two times shall be the earlier:
 - a. Knowledge by the Association of the event giving rise to the grievance.
 - b. Knowledge by the employee or employees concerned of the event-giving rise to the grievance.
 - c. The Association may file a grievance on behalf of employees.
3. In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school work year and, if it is left unresolved until the beginning of the following school work year and so irreparable harm could result to a party in interest, the parties shall make all reasonable efforts to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school work year or as soon thereafter as it is practicable.
4. Without the consent of both parties, two or more grievances shall not be submitted to the arbitrator at the same time.
5. Anytime herein contained to the contrary notwithstanding, the Superintendent, the Board and the Association may designate a representative or representatives to act in their place.
6. As herein used “days” shall mean employee workdays during the school year and central office days during the summer recess.
7. Meetings on grievances shall not be opened to the public.

ARTICLE 5 – 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. Nothing contained herein shall be construed to deny or restrict any rights an employee may have under the statutes of the State of Maine. Nor shall anything contained herein be construed to deny or restrict rights granted the Board under the statutes of the State of Maine or under the Charter of the City of Portland.
- C. Whenever an employee is required to appear before the Superintendent or the Board concerning any matter which could adversely affect the continuation of that employee in their office, position or employment or the salary or any increments pertaining thereto, then they shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise them and represent them during such meeting or interview.
- D. All employees will be given a copy of the Agreement upon request.
- E. The Board does not condone discrimination because of sex, color, national origin, religion, sexual orientation/preference, age, handicap, disability, marital status, economic status, political affiliation, domicile, membership in an employee organization, union affiliation, or exercise of the rights contained in this Agreement.

ARTICLE 6 – EMPLOYMENT

- A.
 - 1. The Association and the Board acknowledge that it is often necessary to re-allocate employees due to program changes, building openings/closures, and other changes in district staffing and/or personnel needs, and that no school, program or grade level assignment shall be considered preferable to any other. The Board agrees that prior to a reassignment, a notice will be sent to the impacted employee offering the opportunity for an interactive discussion about the reassignment. If the employee requests a meeting, the employee has the right to invite a representative of the Association.
 - 2. Except in cases of emergency or other exigency, the tentative notice of reassignment and offer to meet shall occur: (1) as soon as possible and no later than August 15, for new school year assignments, understanding that subsequent changes may be necessary due to unanticipated changes in student or staffing needs; and (2) at least fourteen (14) calendar days before the effective date of such reassignment, for reassignment occurring during the work year.
 - 3. For purposes of this Article, the term reassignment shall mean an assignment to another building, a new program or a new impact area.
 - 4. The Association and the Board agree that work assignments are a matter of educational policy, subject to change at the discretion of the Board, and this

Article is not subject to the grievance/arbitration procedure contained in this Agreement.

ARTICLE 7 – SAVINGS CLAUSE

- A. If any provision of this Agreement or any application thereof to any employee is found contrary to law, then such provision or application will be valid and subsisting only to the extent permitted by law, but all other provisions or applications will continue in full force effect. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision of provisions affected.

ARTICLE 8 – SICK LEAVE

- A. Sick leave shall accrue at the rate of fifteen (15) days per school year, accumulative to a maximum of one hundred eighty (180) days. The employee shall be credited with five (5) sick days annually on September 1. Additional days shall accrue at the rate of one (1) day per month for each calendar month of employment. Sick leave may be used in one-quarter (1/4)-hour increments.
- B. Any employee who is unable to work because of illness or injury and who has no accumulated sick leave shall lose per diem pay for each day of absence (exception: use of the sick leave bank)
- C. Sick leave may be used for medical and dental appointments. However, employees shall try to schedule appointments during non-work time. Every effort will be made to give the Building Principal notice at least 24 hours in advance except in emergencies.
- D. If in the event an employee is absent for illness or injury, irrespective of whether said absence is charged to any accumulated sick leave, the Superintendent may require the employee to provide them with a physician's certificate if they believe that the employee is in need of medical evaluation or that the employee may not be physically or psychologically ready to resume their responsibilities.
- E. If the Superintendent believes there may have been an abuse of sick leave policy, irrespective of whether any accumulated sick leave days are involved, the Superintendent may require an examination by a physician selected by them, for future illness.
- F. In any instance where there is disagreement between the employee's own physician and the physician selected by the Superintendent in E above, arrangements for a third medical opinion shall be made as soon as scheduling allows. The third opinion shall be given by a physician chosen by the employee from a list of five (5) physicians chosen by the Superintendent. The determination of the third opinion shall be binding on the parties with respect to the employee's eligibility for sick leave.
- G. To extent not reimbursed by insurance, the examinations referred to in Paragraphs E and F above shall be at the expense of the School Board.

- H. Failure to provide a physician’s certificate upon request covering sick leave in question will result in the loss of per diem pay for those days.
- I. The Board shall not require any employee to take a psychological or medical examination, unless justified by the employee’s performance
- J. The employee shall be notified in writing of the performance issue(s) that justify a psychological/medical examination.
- K. In such cases, the employee shall select the physician (in accordance with F. above) and the Board shall pay expenses for the examination and all other related expenses.
- L. The only requests of the physician will relate to whether the employee is fit for service relating to the specifically stated concern or whether the School Department must make accommodations for reasons of disability, work environment or working conditions.

An employee may use up to fifteen (15) days of accumulated sick leave per year to care for a member of their immediate family whose illness requires the presence of the employee. Immediate family is defined to include parents, parent-in-law, step-parents, spouse, domestic partner, child, step-child, sibling, wherever these persons may reside; and any other relative residing within the household.

Sick Leave Bank:

A sick leave bank is hereby established whereby an employee covered by the PEA Educational Technician Bargaining Agreement, faced with personal or immediate family serious health condition, as defined by the Family and Medical Leave Act, may withdraw sick leave days not yet accumulated. The following applies:

1. Participation: Optional (during benefits open enrollment or upon hire)
2. Enrollment: Employees of the PEA Ed Tech bargaining unit.
3. Contribution: At the start of the school year or upon hire, a participating member must contribute no more than three (3) and no less than one (1) personal sick leave day(s) per year.
4. Administration: A joint committee of equal representation of the Association and the School System.
5. Eligibility:
 - a. All accumulated sick leave must be exhausted before applying for sick leave bank. **
 - b. Employees may be eligible to withdraw up to a maximum of sixty (60) work days per year after having submitted a doctor’s certificate

- c. An employee on sick leave when school closes in June who has withdrawn time for the sick leave bank is not eligible for continuation for the following September.
- d. An employee may discontinue their membership in the bank at anytime, but may not withdraw the contributed days.
- e. An employee on Worker's Compensation will receive an amount equal to the difference between their regular pay and their Worker's Compensation allowance.

** When sick bank days are necessary for immediate, serious family illness, the cap on family illness days contained in Subsection M above shall be waived, and the employee must first exhaust their accrued personal sick leave days before accessing the sick leave bank. In no event shall the employee be allowed to draw more than sixty (60) days of combined personal and sick leave bank days over and above the fifteen (15) family illness days provided in Subsection M.

- 6. Replenishment: All unused sick leave bank days will be carried over to the next school year. In the event that total is less than 180 days, all participating members will be assessed an additional day.
- 7. Employees who wish to withdraw days should contact the Human Resources Office for an application.

ARTICLE 9 – CHILD LEAVE

- 1. An employee who is pregnant shall be entitled, upon request, to a leave to begin at any time during the employee's pregnancy and to last up to one (1) year after a child is born. Should that year's leave end in mid semester, the leave shall run until the end of that semester. Said employee shall notify the Superintendent in writing of their desire to take such leave and, if they plans to take childrearing leave after birth of the child, shall notify the Superintendent of the date they will return to work if they are able. Except in case of emergency, the employee shall give notice at least thirty (30) days prior to the date in which their leave is to begin. The employee shall include with such notice a physician's statement certifying their pregnancy. An employee who is pregnant may continue in active employment as late into their pregnancy as they desire provided they are able to perform properly their required functions. All of such leave taken by an employee will be used concurrently with any other leave, paid or unpaid, available under law and/or Board policy. The leave will be unpaid unless the absence would also qualify for applicable paid leave that the employee has available.
- 2. Any non-birth parent upon request shall be entitled to a childrearing leave in accordance with the last two sentences of Section 1 above.

3. An employee adopting a child shall receive similar leave which shall commence two (2) weeks prior to receiving de facto custody of said child. The employee may use sick leave for this leave or take it as an unpaid leave.
4. An employee returning from childbearing or childrearing leave taken pursuant to this article shall return to their former position or a substantially equivalent position.

ARTICLE 10 – ASSOCIATION DUES AND OTHER DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from employees' salaries dues in specified amounts for local, state, and/or national professional associations when requested in writing by the employees on Board forms and forms supplied by the Association through the Maine Education Association and satisfactory to the Board. Said dues shall be remitted to the Maine Education Association as the agent of the Association at reasonable intervals, all subject to the following:
 1. No change in the specified rate of such deductions shall be made after September 1, of any school year.
 2. The total of such dues for the school year shall be deducted in equal amounts from the paychecks remaining to be issued that school year commencing with the first check in October.
 3. No deductions need be made by the Board if they are at any time beyond the normal capacity of automatic data processing equipment of the City of Portland to handle in the same manner as other payroll deductions.
 4. Dues deductions shall continue automatically from year to year unless canceled in writing by the employee during the first two (2) weeks in August preceding the school year in which the cancellation becomes effective.
 5. The Association shall indemnify and save the Board harmless against all claims and suits, which may arise by reason of making any such deductions, the cancellation of the same, and remitting the same to apparently authorized officials of the Maine Education Association. The Maine Education Association shall be accountable to the Association for the allocation and payment of each employee's dues to the respective professional associations, as authorized on the respective dues deduction forms.
- B. Employees may, in writing, authorize such additional deductions for local United Fund Campaigns and such other purposes as are approved by both the Board and Association, again subject to the normal capacity of automatic data processing equipment of the City of Portland to handle the same, and subject to such reasonable regulations as the Board and/or the Superintendent may prescribe.

- C. The Association shall certify to the Board in writing the current rate of local, state, and national member dues. In the event the rate of such membership dues is changed, the Association shall give its membership and the Board written notice prior to the effective date of such change.
- D. The Association shall have the right to use buildings at reasonable hours for meetings. No unlawful activities shall be permitted. Such meetings will not be scheduled during the normal workday and with reasonable advance notice to and approval by the Principal concerned. The Association shall reimburse the Board for any extra labor costs required for such meetings.
- E. The Association shall have the right to use office equipment at reasonable times as authorized by the Principal of the building when such equipment is not in use. The Association shall pay for the costs of all materials and supplies used.
- F. For school year employees, July and August insurance deductions will be taken each pay period throughout the school year (September through June).

ARTICLE 11 – EDUCATIONAL IMPROVEMENT

- A. The Board will pay expenses (including fees and transportation) incurred by employees who attend workshops, seminars, conferences, courses, or other sessions at the written direction of the Superintendent of Schools. Other expense items will be paid if the Superintendent, in writing, agrees to pay for same.
- B. Any employee who completes, within a one (1) year period, six (6) credit hours of course credit will be reimbursed up to one (1) USM undergraduate and one (1) USM graduate rate for tuition and fees. To be eligible for this reimbursement, the course must be approved by the Superintendent, in writing, in advance. Said courses must be related to the classroom program. The Superintendent’s decision authorizing or not authorizing said course reimbursement will be final and not subject to the grievance procedure.
- C. The Board agrees to afford Third Party Billing to the USM, SMCC, and UNE. In order to receive up-front payment, an employee agrees:
 - 1. To complete the course with a passing grade of “B” or better.
 - 2. To provide the school system with proof of completion and grade within 15 days after the final grade is available.
 - 3. To pay the school department back the cost of tuition if:
 - a. The employee fails to obtain a passing grade of “B” or better in the course
 - b. Drops out of the course

- c. Voluntarily leaves the employ of the school system while taking the course.
 - 4. If an employee receives a passing grade lower than “B”, the employee may appeal to the Superintendent for an exception to the minimum grade requirement. The decision of the Superintendent shall be final.
- D. Professional Development Training
- 1. The Board and the Association are committed to professional growth and training as a means to develop skills that lead to job success and satisfaction along with credentials for reauthorization (under Rule Chapter 115). The Board reserves the right to designate appropriate in-house workshops, trainings, and/or relevant professional development for individual employees and/or programs, including participation in professional development on early release days, as may be deemed appropriate by the Board. The District will provide a tracking document to educational technicians for purposes of recording their participation in professional learning activities for recertification purposes.
 - 2. Appropriate and relevant professional development will be provided to the Ed Techs throughout the year. There will be a minimum of ten (10) hours of professional development delivered annually to the educational technicians. Attendance at district-designated professional development is mandatory unless excused by the Superintendent or designee.
- E. The Parties agree to establish a committee to discuss the job needs and responsibilities of educational technicians, upon request by either party.

ARTICLE 12 – TEMPORARY LEAVE OF ABSENCE

- A. Bereavement. In case of the death of a spouse, partner, or child of an employee (including children of an employee’s partner/spouse), such employee shall be excused, without loss of pay, for an absence not to exceed ten (10) days either immediately following the death or at such other time during the course of that school year as may be necessary to handle estate related matters.

In the case of the death of parents, grandparents, parents-in-law, grandchildren, sibling, or any relative residing in the household, such employee shall be excused without loss of pay for an absence not to exceed five (5) days.

In the case of death of nieces, nephews, aunts, uncles, cousins, sisters-in-law or brothers-in-law, such employee shall be excused without loss of pay, for a period not to exceed three (3) days. Step relationships are included in the definition of family. Such a three (3) day leave shall apply in situations where a unique relationship exists between an employee and some

other person over a period of time and which evinces a state of responsibility or closeness.

Days of approved absence may be used at such other times during the course of that school year as may be necessary to handle burial or estate related matters.

In extenuating circumstances, at the discretion of the Superintendent, the days set forth above may be extended without loss of pay.

The employee shall be paid at their regular rate of pay for the scheduled work hours not to exceed eight hours.

- B. Personal Leave. Three (3) days leave of absence with pay, to be deducted from accumulated sick leave, for personal business shall be granted per school year. Such days may not be used immediately before or after vacation except in cases of emergency approved by Human Resources (such emergency requests will be granted if the employee did not anticipate needing the leave before the start of the vacation time (i.e., day/week)). Otherwise, they shall be scheduled to minimize interruption of services to students. Leave allowable under this section shall not be accumulated beyond each school year. Approved personal leave taken shall not be counted as sick leave used in earning of vacation day as provided for in Article 14, Section G. Vacations.

Before taking such leave, except in case of an emergency, the employee shall notify the building Principal or their immediate supervisor at least one week in advance. Leave shall be granted on a first come, first serve basis. There shall be no more than ten (10%) percent of the building employees eligible on any one day unless approved by the building principal or immediate supervisor.

- B. Other leaves of absence with or without pay may be granted at the discretion of the Superintendent.
- D. Jury Pay. The Board shall pay to an employee called for jury duty the difference between their regular per diem pay and their juror's pay if the juror's pay shall be less. If an employee reports for jury duty in the morning and is excused for the rest of the day at any time before noon, they shall report for their regular job assignment as soon as practicable after being excused, and shall have their wages for the day adjusted so that they receive whichever is higher, their per diem pay or pay received as a juror for the day but not both. Actual payment shall be made in accordance with Accounting Bulletin #200-J, or revisions thereof.
- E. Military Leave
 - 1. Employees who are members of the National Guard or the military reserve will be granted a leave of absence when ordered to active duty for training, not to exceed seventeen (17) calendar days in any calendar year. Such employees shall receive their normal pay while on military leave, and shall accrue sick and annual leave during such periods of absence. All military duty must be authorized by the Board

or under the provisions of the National Defense Act, or Armed Forces Reserve Act of 1952. This language may apply to the annual National Guard training sessions.

2. The employee will reimburse to the Board any and all pay received for such military service including pay for services, travel, meals, and/or lodging pursuant to Accounting Bulletin #200-J.
 3. Any employee called to active duty shall be returned to his current position or equivalent. The employee will accrue seniority and maintain any other leave balance that was in effect at the commencement of the leave.
 4. The parties recognize that federal and state statutes and regulations govern military leave.
- F. Religious Leave. Employees who are compelled to be absent from work for the bona fide observance of a religious holiday not recognized as a holiday on the school calendar may use a personal day or take unpaid leave.
- G. Graduation Leave. An employee who graduates or whose spouse, son, or daughter is graduating from a twelfth grade level or higher will be eligible for up to one (1) day's graduation leave with pay. To be eligible, leave must be requested and approved in advance. Additional days may be requested and where approved such additional days will be unpaid.

ARTICLE 13 – SCHOOL CALENDAR

- A. The work year for employees shall be the student school year plus three (3) additional work days (at least 2 days will be scheduled at the beginning of the school year). Effective the 2023-24 school year, there will be five (5) additional workdays.
- B. Library/Media and Computer Ed Techs will be given the opportunity or may be required for one additional week before the beginning of the school year and one additional week at the end of the school year to prepare libraries for the opening of school and to close them up at the end of the school year at the discretion of the Superintendent. If required, the employee may appeal to the Superintendent or designee.

ARTICLE 14 – WORKING HOURS AND CONDITIONS

- A. Hours
1. The regularly scheduled work day for full-time employees shall be seven and one-half (7½) hours, which shall include a one-half (½) hour unpaid duty-free lunch period, the time of such lunch period to be determined by the Principal in the school where the employee is working. An employee's scheduled work hours may be changed for bona fide economic or program changes to meet the needs of the

Portland School System. To the extent possible and except for a temporary change, an employee shall be provided a two-week written notice when the number of scheduled work hours are reduced. Employees in positions where the regularly scheduled hours are reduced may displace the least senior person in a position in the same impact area that has more regularly scheduled hours, provided the senior employee is qualified to do the work of that position, as determined by the Superintendent.

2. In the event that an employee is assigned to work their duty free lunch, they shall be paid for those thirty (30) minutes. This time must be placed on the employee's time card and counted as overtime, if over 40 hours.
3. The Board shall have the right to implement electronic time cards and require its employees to use them.

B. Substitutes

1. A reasonable effort will be made to obtain a substitute teacher for a teacher who is absent from school on account of illness. However, in the event a teacher is absent and a substitute is not available, an employee who is qualified to substitute in accordance with the School Board policy may be required to cover the classes of the absent teacher except in cases where the funding source of the employee expressly prohibits such practice. Unless the administrator/supervisor determines otherwise, the available ed tech in the room will generally be considered first.
2. Qualification for substitute pay is defined as follows:
 - a. The teacher is absent from work or away from the school and the Ed Tech is assigned and assumes full responsibility for the classroom OR
 - b. The teacher is not accessible because of other school responsibilities for more than one class period or more than forty-five (45) minutes.
 - c. Ed Techs will not be rotated from one classroom to another to avoid paying the substitute rate.
3. The employee who assumes the role of the substitute teacher shall be relieved of all their normal duties for the day to the degree practicable and shall receive \$45 (\$20/half day) in addition to their regular daily pay. The employee will be paid the full day for anytime more than one-half (½) day and a half-day for any time, which is one-half (½) day or less.
4. Educational Technicians will plan, teach and assess for student outcome/learning results only in consultation with professional supervision as defined by State Law regulating Educational Technicians.

C. Work Outside the Student Day

Employees who are requested in advance by the building principal to participate in building level meetings and activities outside of their normal workday, such as staff meetings, school improvement planning meetings, or other committees, shall be compensated for such work at their hourly rate.

D. Flex Time

When an employee works more than their regular hours in a day, the employee may request to use flex time by adjusting their schedule on a subsequent work day (either arrives later or leaves earlier). Flex time is to be noted by the employee on the employee time card. Flex Time shall be scheduled in advance by the employee and the immediate supervisor. Flex time must be used within the payroll period in which it occurs. The immediate supervisor is authorized to approve an employee's request to use Flex Time.

When an employee cannot use, schedule or get approval for flex time, they will not lose such time, but rather will be converted into payment. All reasonable efforts will be made by employees to take the time before the end of the payroll period; the principal/supervisor will make every reasonable effort to allow the employee to take requested flex time when requested.

E. Overtime

Hours worked over forty (40) hours in a workweek will be compensated at 1.5 times the regular rate of pay.

1. For the purpose of this section "hours worked" shall mean only one of the following:
 - a. Hours actually worked
 - b. Hours compensated for by holiday base pay
 - c. Hours compensated for by sick leave pay
2. For the purpose of this section, "hours worked" shall not include:
 - a. Hours compensated for by bereavement leave
 - b. Hours compensated for by holiday pay as set forth below
 - c. Hours compensated for by jury pay
 - d. Hours compensated for by reserve service leave

F. Call-Back Pay - Employees called back to work shall receive a minimum of three (3) hours pay for the work for which they are called back, or may receive one and one-half (1-1/2) times their base hourly rate, under the provisions of Section A, whichever is greater, but not both. This Section applies only when callback hour's result in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. This Section does not apply to scheduled overtime or meetings outside the student day when an employee is not called back to work.

G. Holiday Pay – All employees covered by this Agreement and who work on any of the observed holidays listed in this Article shall receive pay for hours worked at one and one-half (1-1/2) times the base hourly rate in addition to the holiday base pay.

H. Holidays

1. For the duration of this Agreement, the following shall be paid holidays:

Indigenous Peoples' Day	Christmas Day
Veteran's Day	Memorial Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving Day	Martin Luther King, Jr. Day
President's Day	Patriot's Day
Labor Day	

2. July 4 will be a holiday for those employees who work year round in their regular position. Juneteenth will be a holiday for those employees scheduled to work the day immediately before or after the holiday.

3. To be eligible for holiday pay, the employee must be compensated for their last workday required for their position before the holiday and for the first workday required for their position after the holiday. Compensation may be for hours worked or for any type of approved paid leave.

I. Vacations

Full-time employees will be granted ten (10) vacation days per year effective September 1 of each year. These days shall be prorated for those who are hired or leave employment during the school year. After twenty (20) years of consecutive service, the employee will be granted one (1) additional day every five (5) years over twenty (20), not to exceed a total of fifteen (15) days.

Any employee who uses four (4) or fewer sick leave days during a contract year shall be entitled to one (1) additional vacation day to be awarded in the second pay period in October in the following contract year. New employees must be hired before February 1 to be eligible for the additional vacation day.

Employees may choose to use vacation days during school vacations for pay or be paid in a lump sum in the final pay period of June. No vacation days may be taken during a school day or a workshop day that the employee is scheduled to work and not otherwise excused from attendance.

Those employees opting not to use vacation time during school vacations will not be paid for those school vacation days.

J. Parent Conferences

Employees who are required by the Building Principal to attend Parent/Teacher Conferences will be paid their hourly rate, unless overtime is incurred.

ARTICLE 15 – AUTHORIZATION

- A. The Board shall pay for the Para Pro Exam up to three (3) times. The Board will provide training through the Portland Public School System.

ARTICLE 16 – DISCIPLINE AND EMPLOYMENT

- A. All employees shall be subject to a probationary period of 15 calendar months from date of hire.
- B. Following a successful completion of the full probationary period, no employee shall be formally disciplined, suspended or discharged except for Just Cause.
- C. Employees shall have the right to representation at meetings where they will be disciplined or there is potential for discipline. The employee will be notified by the administration in writing of their right to representation and the reason for such meeting twenty-four (24) hours prior to any discipline action unless the situation involves a civil or criminal matter.
- D. Written notice of any action taken under this Article shall be given in writing to the employees within ten (10) days after the effective date thereof.
- E. Notwithstanding the provisions of Article 4, any grievance relating to the discipline, suspension, or discharge of an employee shall be commenced within ten (10) calendar days after such action. During the probationary period, the decision of the Superintendent at Level Two of the grievance procedure shall be final with respect to a grievance pertaining to discipline, suspension, or discharge.
- F. In any arbitration properly invoked on the discharge of a non-probationary employee, the arbitrator shall determine whether the Superintendent based their decision upon substantial evidence. The arbitrator will not substitute their judgment for the Superintendent if they find that, on the evidence presented, a reasonable person in the prudent conduct of their affairs could have come to the decision reached by the Superintendent and if no proof of disparate or discriminatory action is made. The arbitrator shall have the authority to revoke

or modify the decision of the Superintendent on the discharge of an employee only if they find that the decision was not based on the evidence before the Superintendent.

ARTICLE 17 – ELIMINATION OF POSITIONS

A. Seniority

1. “Seniority” means an employee’s length of continuous regular employment within the bargaining unit.
2. A probationary employee shall have no seniority during the probationary period, but upon completion of this period shall have seniority retroactive to the date of hire based on continuous employment.
3. Employees on unpaid leave shall not accrue seniority for the leave period while employees on paid leave shall accrue seniority for the leave period.
4. Any employee who accepts a position with the Board outside of the bargaining unit shall not accrue seniority for the period of such employment.

B. Seniority List

1. If two or more employees have the same seniority, the employee with the greatest total length of regular employment service within the district shall be listed first. In the event a tie remains, the employee or employees with the greatest total educational experience outside of the district shall be deemed to have the greatest seniority. In the event a tie remains, seniority shall be determined by lottery.
2. Within thirty (30) days of the execution of this Agreement, the Human Resources Department shall establish a seniority list by job classification and impact area with the name and seniority date of each employee, and with the employee with the greatest seniority in the impact area listed first. The seniority list shall be reviewed and modified as of November 1st of each year as required to reflect the employee’s total employment.
3. Such seniority list shall be posted on the employees’ bulletin boards. A copy of such list shall be sent to the President of the Association at the time of the posting.
4. Any disagreement with the list must be reported by the Association to the Human Resources Department (or if by an employee, to the Association and the Human Resources Department) within thirty (30) calendar days after delivery of the list to the Association and posting. Any changes to the list, other than those resulting from the disposition of disagreements reported during this thirty (30) calendar day review period, will be made only by mutual agreement of the Human Resources Department and the Association.

C. Layoffs and Reductions in Work Force

1. If the Board is contemplating the elimination of any bargaining unit positions, it, (or its designee) will notify the Association. The Board (or its designee) will meet and consult with the Association upon request prior to a decision to eliminate any bargaining unit positions.
2. A decision by the Board to eliminate any bargaining unit position shall not be subject to the grievance procedure or arbitration. However, if the Association disagrees with the Board's decision about which employees have been laid off or reduced, it will be subject to the grievance procedure.
3. In the event that the Board decides to eliminate any bargaining unit position, it shall give the Association prompt (not less than 14 calendar days) written notice of the positions to be eliminated.
4. Seniority shall be the governing factor in employee termination due to layoff within an impact area.

Layoffs shall be made within impact areas of the following job classifications:

a. Educational Technician III

- (1) Regular Classroom K - 12
Media Library K- 12
- (2) Special Education
Functional Life Skills
- (3) Computer
- (4) PATHS
- (5) Med Techs
- (6) ELL

b. Educational Technician II

- (1) Regular Classroom K - 12
Media Library K- 12
- (2) Special education
Functional Life Skills
- (3) Computer
- (4) PATHS
- (5) Med Techs
- (6) ELL

c. Educational Technician I- 1 impact area

6. However, if at the time the position is eliminated, the employee notifies the Human Resources of their election to use their seniority rights relative to other employees in the bargaining unit, the employee may displace the employee with the least seniority in any impact area within the same or lower classification, provided that

the employee has the ability and qualifications to perform the work of the employee they displace. The Association shall be consulted about the displacement procedure in such instances.

7. Any affected employee whose position is to be terminated will be given at least three (3) weeks (twenty-one (21) calendar days) written notice or payment of two (2) weeks at their standard rate of pay, exclusive of overtime.
8. Prior to an employee termination due to layoff, the Board will transfer any employee whose position has been eliminated to any vacant bargaining unit position for which they are qualified.

D. Continuation of Benefits (COBRA)

Any laid off employee shall be eligible to receive health insurance benefits at their expense pursuant to their rights under COBRA.

E. Recall

1. The Human Resources Office shall establish a recall list of laid off employees. An employee laid off pursuant to this article shall retain the right to recall, by order of seniority, to the first available position within their classification grouping within the impact area from which they were laid off and for which they are qualified for fifteen (15) months from the effective date of the layoff. For this purpose, it shall be the employee's responsibility to keep Human Resources advised of their current address. Notice of recall will be given by certified mail return receipt requested, to the last address given to the Human Resources office by the employee and a copy shall also be provided to the Association.
2. An employee who is laid off will remain on the recall list for fifteen (15) months unless the employee:
 - a. Fails to respond to the recall notice within ten (10) calendar days of its postmark or
 - b. Resigns in writing, or
 - c. Refuses to accept recall.
3. An employee re-employed within fifteen (15) months of the effective date of layoff shall retain their seniority and all benefits accumulated prior to the layoff. The recalled employee within the fifteen (15) month period shall be placed on the wage step reflecting their salary obtained prior to layoff.

ARTICLE 18 – JOB OPENINGS

- A. Notices of job openings within the bargaining unit and teaching positions shall be posted at the Portland Public Schools website and by the “jobs newsletter” as management deems necessary in order to fill vacancies and openings as it sees fit.
- B. Requests for voluntary transfers for the following school year must be made in writing to Human Resources by July 1. Job-related skills and knowledge, education, and past performance in the Portland Public Schools will be used as qualifications for granting voluntary transfers. Seniority will be a factor when two (2) or more employees are substantially equally qualified. The decision of the Board or its agent as to equal qualifications will be final, unless it is clearly arbitrary and capricious.
- C. Candidates for positions will be required to complete an application which will specify job-related skills and knowledge and education.
- D. For each school year, qualified in-house candidates will be granted an interview for the first position they apply for in each building. Subsequently, they will be considered, but not necessarily interviewed, for vacancies that occur in the same building.

ARTICLE 19 – NOTICE

- A. Whenever a notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, it shall be given as follows:
 - 1. If by the Association, to the Board in care of the Office of the Superintendent.
 - 2. If by the Board, to the Association in care of the President of the Association.
- B. Any employee intending to resign or retire must provide at least fourteen (14) calendar days’ advance written notice to the Superintendent or designee. In extenuating circumstances, notice requirements may be waived by the Superintendent or designee.

ARTICLE 20 – SALARIES

- A. The hourly pay rates of all persons covered by this Agreement are set forth in Appendix “A” which is attached hereto and made a part hereof.
- B. Each employee shall receive biweekly payment for the actual number of work hours within the respective pay periods at the per hour rate in accordance with Appendix A (minus deductions for absences and other authorized deductions), except when the employee has elected pay averaging as permitted in this article.
- C. Pay Averaging

Eligible Employees: Employees may elect to average their pay over 12 months in 26 pay periods as provided in this article.

Average Pay: For those eligible employees who elect pay averaging, average biweekly pay will be determined as follows:

$$\frac{((\text{Scheduled work days per year}) \times (\text{Scheduled work hours per day}) \times (\text{hourly rate}))}{26 \text{ pay periods}}$$

“Scheduled work days” = student days + 5 days + paid holidays (as defined in Article 14.H.) + vacation days (as defined in Article 14.I.).

Recording Hours Worked: For an employee enrolled in pay averaging, PPS records will reflect that the employee has worked their scheduled hours for each pay period, unless the employee works fewer or more than their scheduled hours. If the employee works fewer or more hours than scheduled, the employee must submit a time card stating the actual hours worked during the payroll period so that the records will be accurate and so that an adjustment can be made. Records must reflect actual hours worked, even when pay is averaged.

Adjustments: If the employee works more hours than scheduled during a pay period, pay for the additional work (including overtime if applicable) will be included in the next paycheck. If the employee works fewer hours than scheduled during a pay period, and is not eligible to use paid leave for such hours, the next paycheck will be reduced by the number of hours not worked x hourly rate. If an employee is separated prior to the end of a work year, the employee’s final paycheck will be adjusted to reflect any underpayment or overpayment, as applicable. If any overpayment is not fully collected by an adjustment to the final paycheck, the employee shall return the overpayment to the Board within 14 days after termination of employment.

Election: Employees who elect to receive their pay over 26 pay periods must sign and submit to the Payroll Department the individual “Educational Technician Year Round Pay Program Form” no later than the first Friday in August prior to the start of the school year.

Once enrolled for pay averaging, the employee will not be permitted to change their election on pay averaging until the following school year.

Once enrolled for pay averaging, the employee will maintain enrollment in pay averaging on an annual, ongoing basis unless the employee withdraws as provided herein. To withdraw from the pay averaging program for the following school year, employees must complete and submit the “Educational Technician Year Round Pay Program Form” to the Payroll Department no later than the first Friday in August prior to the start of the school year.

Employees who also hold a stipend/differential position will be paid at regular intervals and will not have the stipend/differential annualized.

Employees who are hired after July 30 are not eligible to participate in pay averaging until the following school year.

D. Step Eligibility

For each employee hired between September 1, and the end of the first semester, eligibility will be calculated from September 1 of the current school year. For any education technician hired between the beginning of the second semester and August 31, step eligibility will be calculated from September 1 of the following year.

Employees hired after September 1, 1999 will be given full experience credit on the wage scale at date of hire for previous educational technician or teacher employment.

Each employee shall be placed on their proper step of the wage schedule at the beginning of each school year or date of hire.

E. All Ed Techs authorized to be an Ed Tech III will be paid as an Ed Tech III.

F. When a Library specialist is out on their scheduled day, the Library/Media Tech shall receive substitute pay for that day.

G. An Educational Technician who holds teacher certification and who is directed to administer tests that require the test administrator to be teacher certified shall be eligible to receive a stipend of \$200 for each set of tests administered. Overtime will not apply to hours worked under this provision.

H. All employees shall be required to participate in direct deposit.

ARTICLE 21 – FLEXIBLE BENEFITS PLAN

A. Employees may enroll in the MEA BC/BS Standard Plan, the MEA Choice Plus Plan, the Standard 500 Plan, or the Standard 1000 Plan as follows:

1. Health Insurance

a. The benefit dollars available to employees will equal the total of 1) the cost of single subscriber Delta Dental Insurance and 2) the amount determined as follows:

	Choice Plus	
Single		100%
Single Adult with child(ren)		100%

Two Person	75%
Full Family	82%

Any employee electing coverage under the Standard Plan is responsible for the difference in the cost of the plan and the above amounts.

In order to receive Benefit Dollars based on Two Person or Family status under the above, the employee must provide evidence to the Board that their spouse/domestic partner is not eligible to receive insurance through their employment and must notify the Board of any changes to the spouse's/domestic partner's eligibility. The form of such evidence shall be determined by the Board. Any allocation or payment of benefit dollars found to have been improperly made shall be deducted from the employee's pay according to a mutually agreed schedule that does not extend beyond the end of the contract year.

1. A spouse/domestic partner who is eligible for health insurance benefits through their own employer but chooses through a cafeteria plan to apply dollars to other than health insurance benefits is considered eligible for health insurance through their employer.

An employee whose spouse/domestic partner is self-employed who in turn employs other employees who are entitled to health insurance but has declined for themselves is considered eligible for health insurance through their employer. An employee whose spouse/domestic partner is self-employed and may access insurance through a group insurance provider or trade association is considered eligible for it through their employer.

2. Employees hired prior to July 1, 2001 who were not enrolled in MEA Blue Cross/Blue Shield prior to that date other than employees described in Subsection 5 below will not receive Benefit Dollars based on medical insurance. (They will, however, receive Benefit Dollars in an amount equal to the cost of single subscriber Delta Dental Plan whether or not they elect to receive dental insurance.)
3. Employees other than those described in Subsection 5 below, who elect not to receive medical insurance, will not receive Benefit Dollars based on medical insurance. (They will, however, receive Benefit Dollars in an amount equal to the cost of single subscriber Delta Dental Plan, whether or not they elect to receive dental insurance).
4. Employees who were participating in the Board's medical insurance program prior to September 1, 1999 and who subsequently elected under the flexible benefits plan to reduce coverage in exchange for a payment equal to one-half of the amount saved by the Board will receive Benefit Dollars equal to one-half of the amount for which they otherwise would be eligible under the Standard Plan, as set out above.

5. Benefit Dollars shall be prorated for part-time employees. Employees whose workdays are reduced involuntarily shall continue to receive Benefit Dollars at the full-time level.
6. Employees involved in job-sharing shall receive a combined total of one hundred percent of the benefits to which one employee would be entitled to performing the same job function. Employees whose workday is reduced involuntarily shall continue to receive full benefits.
7. To the extent that the Benefit Dollars are available to an employee depend on the employee's choice of medical insurance plan or level of coverage, Benefit Dollars will be paid based on the choice of plan and level of coverage applicable at the time the Benefit Dollars are accruing. Thus, the Benefit Dollars available to an employee will change upon a change in the employee's family status and/or choice of medical insurance plan.

B. Benefit Options

Employees are eligible to participate in, and may apply Benefit Dollars towards the cost of, any of the benefit options described below. Benefit elections must be made annually during a period selected by the Board (the "Election Period"). During the Election Period, employees may add, drop, or change the level of medical or dental insurance, change medical insurance selections, and change the amount of contributions to medical and dependent care reimbursement accounts. Other than during the Election Period, benefit elections may not be changed unless the employee has a change of family status or other event, which permits an election change under the internal Revenue Code.

1. Health Insurance

Employees may enroll in the MEA Benefits Trust Blue Cross/Blue Shield Standard Plan, Choice Plus Plan, the Standard 500 Plan, or the Standard 1000 Plan. Premiums will be deducted from Benefit Dollars to the extent available. Any premiums not paid out of Benefit Dollars will be deducted from the employee's pay on a pre-tax basis, unless the employee elects to have such amounts deducted on an after-tax basis.

2. Dental Insurance

Employees are eligible to receive Delta Mutual Dental insurance coverage. Employees may elect to receive dependent coverage, single coverage, or no coverage. Premiums will be deducted from Benefit Dollars to the extent available. Any premium not paid out of Benefit Dollars will be deducted from the employee's pay on a pre-tax basis, unless the employee elects to have such amounts deducted on an after-tax basis.

3. Medical Reimbursement Accounts

Employees may elect to establish and make semimonthly contributions to medical reimbursement accounts. Effective July 1, 2012 contributions may not exceed \$2,500 annually and \$104.17 per semimonthly contribution and may be subject to changes as required by the IRS. Employees hired after July 1 each year will be prorated. Contributions will be deducted from Benefit Dollars, to the extent available. Any contributions not made out of Benefit Dollars will be deducted from the employee's pay on a pre-tax basis. Medical reimbursement accounts will be managed by Group Choice of Maine. Reimbursements from medical reimbursement accounts will be governed by the Internal Revenue Code and the Portland School Department Medical Care Reimbursement Plan. Pursuant to the IRS Code, any unused dollars must be forfeited by the employee annually.

4. Dependent Care Reimbursement Account

Employees may elect to establish and make contributions to dependent care reimbursement accounts. Such contributions may be no less than \$60 (\$1440 annually) and no more than \$208.33 (\$5000 annually) and said amounts may be subject to changes as required by the IRS Code. Employees hired after July 1 each year will be prorated. Contributions will be deducted from Benefit Dollars, to the extent available. Any contributions not made out of Benefit Dollars will be deducted from the employee's pay on a pre-tax basis. Dependent care reimbursement accounts will be managed by Group Choice of Maine. Reimbursements from dependent care reimbursement accounts will be governed by the Internal Revenue Code and the Portland School Department Dependent Care Reimbursement Plan.

5. Taxable Income

Any Benefit Dollars not applied to one of the benefit options described above will be paid to the employee as taxable income.

- B. Notwithstanding anything contained to the contrary herein, the Board reserves the right to institute a new program of insurance providing benefits substantially equal or superior to those described above. Provided that the employee's contribution under such new program shall not exceed the amount, if any, they would have been required to pay under the present plan.
- C. The Board agrees to provide 100% of the premium cost for single level dental insurance provided through Delta Dental, Plan III.

ARTICLE 22 – UNUSED SICK LEAVE UPON RETIREMENT OR DEATH

- A. When an employee who has reached ten years of consecutive service with the Board retires from active service with the Board through Maine Public Employees Retirement System,

the employee shall receive an amount equal to their per diem wages at the time of their retirement for all of their unused and accumulated sick leave days not to exceed sixty (60) days total.

- B. In the event of death before retirement of an employee, all unused sick leave, vacation and pay shall be paid to the employee's chosen beneficiary. (The Board shall provide all employees with a form to designate the Beneficiary).

ARTICLE 23 – EVALUATION

- A. Each employee in the bargaining unit shall receive at least one (1) written evaluation annually from their administrator in consultation with the employee's teacher(s) and or team leaders and the employee may attach a statement hereto, if desired.
- B. It is understood that evaluation reports are professional appraisals of an employee's performance by the evaluator(s) and are not subject to the grievance procedure unless such reports are used to discipline or discharge an employee.
- C. The Board agrees to meet and discuss the evaluation instrument with the Association.

ARTICLE 24 – MILEAGE REIMBURSEMENT

- A. Employees who are required to use their personal automobile for school department business shall be reimbursed for mileage at the effective Internal Revenue Service (IRS) rate.
- B. Employees may transfer students only after all options have been exhausted and with permission of the superintendent or school principal. The employee must be listed on the Portland School System's liability insurance rider. Employees who are authorized and required by the office of the superintendent to travel shall be reimbursed for all necessary travel at the current IRS rate.

ARTICLE 25 – PERSONNEL FILES

- A. Employees shall have the right to examine their official personnel file under reasonable conditions established by the Superintendent.
- B. Derogatory materials and evaluations more than five (5) years old may be removed from the files upon the employee's request with approval of the Superintendent. The decision of the Superintendent to remove or retain shall be final.
- C. No material shall be placed in an employee's personnel file unless the employee has been notified that the material is being placed in their file, has received a copy of such material prior to it being placed in the file and has had the opportunity to review the material.

ARTICLE 26 – LABOR/MANAGEMENT COMMITTEE

The Portland Education Association, Educational Technician, Medical Technician and Bilingual Facilitator Unit and the Portland School Board’s Management are committed to ongoing, meaningful communication; joint, open problem solving; and building trusting relationships in order to create and maintain a quality working environment. Therefore, a labor/management committee is established for the purpose of continuing to discuss issues of concern with the Association and Management. The Committee will be comprised of up to 12 members equally represented by the Association and administration. Association members will be appointed by the Association President and administrative members will be appointed by the Superintendent.

Meetings of the committee shall be conducted on an ad hoc basis upon the agreement of the Association President and the Superintendent or their designee.

ARTICLE 27 – ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the President of the Association the following:
 - 1. The annual school department final budget and audit within one (1) week after their availability.
 - 2. The agendas with supporting information and minutes of all official public committee meetings.
 - 3. Any reports of the Superintendent or others to the Board, if such reports are officially released to the public news media by either the Superintendent or the Board.

- B. The Board agrees to furnish the President of the Association at their written request:
 - 1. School census data
 - 2. Any other readily available non-confidential data to assist the Association in the fulfillment of its professional responsibilities.
 - 3. The Board agrees to prepare and make available in each building an annual register of School Department Personnel.
 - 4. The Board agrees to furnish the Association with School Board policies and administrative or accounting bulletins within (10) ten days after their availability.

- C. Whenever any representative of the Association or any employee is scheduled by the Board, or approved by the Superintendent, to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, they shall suffer no loss in pay.

- D. Except as provided in Section B, no employee shall engage in any Association activity during the time they are assigned to duty provided that representatives of the Maine Education Association and the National Education Association shall be permitted to confer with employees on school property at all times, when this does not interfere with or interrupt normal school operation and after informing the appropriate principal of their intention to confer.
- E. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Upon reasonable advance notice of the time and place of such meetings, the principal shall permit the holding of such meetings except in cases when previously scheduled for another event.
- F. The Association shall have the right to make reasonable use of school equipment, such as computers, duplicating equipment, calculating machines, and audio-visual equipment at reasonable times and when such equipment is not otherwise in use. The Association shall reimburse the Board for the reasonable costs of all materials and supplies incident to such use.
- G. The Board shall permit the use of faculty lounge bulletin boards by the Association for posting of notices relating to Association business.
- H. The Association may recommend orientation programs for new employees.
- I. The Association shall be provided the opportunity to meet and consult with the Superintendent regarding the successor school budget no later than ten (10) working days prior to the submission of the Superintendent's budget.
- J. The Association may use the inter-school mail and delivery system.
- K. The Board and the Association acknowledge that employees should be involved collaboratively with administrators, staff, students, parents, and community members to clarify decision-making at the building and district level.
- L. The Association shall have the right to use school/district email for Association purposes and business.

ARTICLE 28 – PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

- A. The Association Building Representative shall report in writing to the Office of the Appropriate Principal with a copy to the President of the Ed Tech Association and Human Resources of any working conditions in any school building considered unsafe or hazardous. The Principal or their designated representative will investigate said report and the Principal shall furnish within ten (10) days a written report to the President, Association Representative, and Human Resources describing the results of the investigation and of any action taken or proposed to correct the condition.

- B. The Association and the Board are committed to the health and safety of all employees. Unsafe conditions and acts must be treated seriously and resolved with a sense of urgency. In order to address broad issues of concern regarding health and safety, the Superintendent or their designee will meet and consult with the Association and other groups to review relevant policies and procedures regarding health, safety, vandalism and student discipline. Employees will immediately report to the central offices of the Portland Public School System any instances of threat, assault, or injury suffered by an employee. Within twenty-four (24) hours the principal will notify the employee of actions taken and planning for next steps. Employees will be notified of final actions.
- C. If either civil or criminal litigation is indicated or threatened against any employee for actions arising out of and during the course of their employment, the employee shall immediately notify the Superintendent, who shall, comply with any reasonable requests from the employee for information in their possession which relates to the incident.
- D. Employees who are eligible for worker's compensation for service-related injury may elect to take accumulated sick leave in addition to compensation to the extent that it provides full regular pay, and to the extent of the accumulated sick leave credit. Full regular pay means the employee's normal take-home pay after deduction of federal and state tax withholding.

When an employee is absent due to injury and has applied for workers compensation, sick leave shall be used to the extent of the accumulated sick leave credit. When the employee begins receiving workers compensation pay, the employee will be re-credited with use of sick leave accumulation in relation to the amount of worker's compensatory pay that they received.

- E. When an employee is attacked or injured by a student or another employee, the employee shall suffer no loss of sick leave or pay.

ARTICLE 29 – TERM OF AGREEMENT

This Agreement shall govern the rights of the parties effective as of its execution date and remain in effect to August 31, 2024, except that wage increases for the 2021-2022 school year shall be paid retroactively to September 1, 2021 to all eligible bargaining unit member employed as of the execution date of the Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year written below.

THE PORTLAND BOARD OF PUBLIC EDUCATION OF THE CITY OF
PORTLAND

BY: _____
(Chairperson)

THE PORTLAND EDUCATION ASSOCIATION

BY: _____
(President)

THE EDUCATIONAL TECHNICIANS BARGAINING UNIT

BY: _____
(President)

DATED: _____

**ED TECH WAGE SCALE
2021-2022 (3%)**

STEP	LEVEL		
	Ed Tech III (grade 11)	Ed Tech II (grade 9)	Ed Tech I (grade 8)
1	\$18.20	\$16.60	\$15.57
2	\$18.65	\$17.02	\$15.97
3	\$19.12	\$17.45	\$16.37
4	\$19.60	\$17.88	\$16.77
5	\$20.09	\$18.32	\$17.19
6	\$20.59	\$18.79	\$17.62
7	\$21.10	\$19.25	\$18.06
8	\$21.63	\$19.73	\$18.51
9	\$22.18	\$20.23	\$18.97
10	\$22.73	\$20.73	\$19.45
11	\$23.30	\$21.25	\$19.93
12	\$23.88	\$21.78	\$20.44
13	\$24.47	\$22.33	\$20.94
14	\$25.09	\$22.89	\$21.47
15	\$25.72	\$23.46	\$22.00
16	\$26.36	\$24.05	\$22.56
17	\$27.02	\$24.65	\$23.12

NOTES:

1. New hires shall be placed at the Step commensurate with experience as per the Hiring Grid for New Employee (Appendix B) except that no new hire shall be placed at a Step above current employees with the same experience.
2. Employees shall move up one step on the wage scale.

**ED TECH WAGE SCALE
2022-2023 (2%)**

STEP	LEVEL		
	Ed Tech III (grade 11)	Ed Tech II (grade 9)	Ed Tech I (grade 8)
1	\$18.56	\$16.94	\$15.89
2	\$19.03	\$17.36	\$16.28
3	\$19.50	\$17.80	\$16.69
4	\$19.99	\$18.24	\$17.10
5	\$20.49	\$18.69	\$17.53
6	\$21.00	\$19.16	\$17.98
7	\$21.53	\$19.64	\$18.42
8	\$22.06	\$20.13	\$18.88
9	\$22.62	\$20.63	\$19.35
10	\$23.19	\$21.15	\$19.84
11	\$23.76	\$21.67	\$20.33
12	\$24.35	\$22.22	\$20.84
13	\$24.96	\$22.78	\$21.36
14	\$25.59	\$23.34	\$21.89
15	\$26.23	\$23.93	\$22.44
16	\$26.88	\$24.53	\$23.01
17	\$27.56	\$25.14	\$23.59

NOTES:

1. New hires shall be placed at the Step commensurate with experience as per the Hiring Grid for New Employee (Appendix B) except that no new hire shall be placed at a Step above current employees with the same experience.
2. Employees shall move up one step on the wage scale.

**ED TECH WAGE SCALE
2023-2024 (2%)**

STEP	LEVEL		
	Ed Tech III (grade 11)	Ed Tech II (grade 9)	Ed Tech I (grade 8)
1	\$18.94	\$17.27	\$16.20
2	\$19.41	\$17.70	\$16.61
3	\$19.89	\$18.15	\$17.03
4	\$20.39	\$18.60	\$17.45
5	\$20.90	\$19.06	\$17.89
6	\$21.42	\$19.55	\$18.34
7	\$21.96	\$20.03	\$18.79
8	\$22.50	\$20.53	\$19.26
9	\$23.07	\$21.05	\$19.74
10	\$23.65	\$21.57	\$20.23
11	\$24.24	\$22.11	\$20.74
12	\$24.84	\$22.66	\$21.26
13	\$25.46	\$23.23	\$21.79
14	\$26.10	\$23.81	\$22.33
15	\$26.76	\$24.41	\$22.89
16	\$27.42	\$25.02	\$23.47
17	\$28.11	\$25.64	\$24.06

NOTES:

1. New hires shall be placed at the Step commensurate with experience as per the Hiring Grid for New Employee (Appendix B) except that no new hire shall be placed at a Step above current employees with the same experience.

2. Employees shall move up one step on the wage scale.

APPENDIX B: HIRING GRID FOR NEW EMPLOYEES

2021-22

Level	Ed Tech III	Ed Tech II	Ed Tech I
	EXP	EXP	EXP
1	0, 1	0, 1	0, 1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11, 12	11, 12	11, 12
12	13, 14	13, 14	13, 14
13	15, 16	15, 16	15, 16
14	17,18	17,18	17,18
15	19, 27	19, 27	19, 27
16	28	28	28
17	29+	29+	29+

2022-23

Level	Ed Tech III	Ed Tech II	Ed Tech I
	EXP	EXP	EXP
1	0	0	0
2	1, 2	1, 2	1, 2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12, 13	12, 13	12, 13
13	14, 15	14, 15	14, 15
14	16, 17	16, 17	16, 17
15	18, 19	18, 19	18, 19
16	20, 29	20, 29	20, 29
17	30+	30+	30+

2023-24

Level	Ed Tech III	Ed Tech II	Ed Tech I
	EXP	EXP	EXP
1	0	0	0
2	1	2	3
3	2, 3	2, 3	2, 3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13, 14	13, 14	13, 14
14	15, 16	15, 16	15, 16
15	17, 18	17, 18	17, 18
16	19, 30	19, 30	19, 30
17	31+	31+	31+

MEMORANDUM OF AGREEMENT: Earned Paid Leave (26 M.R.S.A. §637)

Under Maine’s new Earned Paid Leave statute (26 M.R.S.A. §637), employees accrue one (1) hour of Earned Paid Leave for each forty (40) hours actually worked, up to a maximum of forty (40) hours per contract year, and are permitted to use up to forty (40) hours of accrued Earned Paid Leave time in any one year. Earned Paid Leave time is not additional leave over and above any paid leave time available to employees under this Agreement. Any paid leave time (sick and/or personal) taken under this Agreement shall concurrently be designated as Earned Paid Leave time for purposes of §637. To comply with §637, the *first forty (40) hours* of any paid leave under this contract may be used in one-hour increments and shall also be designated concurrently as Earned Paid Leave. In addition, Educational technicians may use personal leave for any non-medical reason, and the limitations contained in Article 12(B) shall not apply. Thereafter, the contractual terms for each leave shall control. If the Superintendent/designee determines that a request for non-emergency leave would cause an undue hardship, the Superintendent may deny the leave request.

The Superintendent may grant additional paid leave under the contract on a case-by-case basis if the Superintendent determines that the contractual leave benefits are insufficient under §637, and said days shall be deducted from the employee’s sick leave accrual.

There will be no payout of unused earned time upon an employee’s separation of employment.

The Board of Education of the City of Portland

Dated: _____

By: _____
Its Chair,

The Portland Education Association /
Educational Technician Bargaining Unit

Dated: _____

By: _____
Its President,

MEMORANDUM OF AGREEMENT: HEALTH AND SAFETY MANAGEMENT PLAN

The Board recognizes its obligations under Title 20 MRSA Section 1001(1) to maintain a Comprehensive Health and Safety and Emergency Plan. In the event of the necessity of a steering committee, the Superintendent shall notify the PEA and provide to the PEA the opportunity for select a majority of those employees who will sit on the steering committee.

The Board of Education of the City of Portland

Dated: _____

By: _____
Its Chair,

The Portland Education Association /
Educational Technician Bargaining Unit

Dated: _____

By: _____
Its President,

**Memorandum of Understanding
Between the
Portland Education Association (Educational Technicians)
And the
Portland Board of Public Education of the City of Portland**

This memorandum documents the understanding between the Educational Technician Unit of the Portland Education Association (“Association”) and the Portland Board of Public Education, (“Board”) to examine the various pros and cons of mostly contracting Educational Technician III BHP providers from outside agencies as is current practice instead of hiring them as employees.

The parties agree to form a collaborative work group consisting of: two (2) building principals, two (2) administrators from central office, two (2) educational technicians and two (2) teachers. The educational technicians and teacher members shall be selected by the Portland Education Association. Administrators and central office staff will be appointed by the Superintendent. The group will be co-chaired by the administration and the union. Employees shall be released from school responsibilities to attend agreed upon day meetings.

The groups charge will be to:

- **Review current practices and procedures of the employ of outside provider BHPs as well as Portland District BHP employees**
- **Assess the impact of current and possible approaches in terms of their potential to deliver quality services to students and other benefits to Portland Public Schools**
- **Test budget model assumptions and financial neutrality**

The group will engage in this work over the course of the 2022-24 school year and recommendations will be submitted to the Superintendent by the end of the 2023-24 contract year.

The parties have signed this agreement for the sole purpose of continuing to explore this issue. This agreement does not commit either party to the implementation of any recommendations resulting from the workgroup’s discussions. However, should the parties agree to implement the recommendations of the workgroup, the parties agree to impact bargain any changes that have a bearing on the contract and seek ratification by both parties as required by law.

Both parties agree not to cite this agreement as precedent, past practice, or contract interpretation in connection with any future issues between them. This MOU may only be changed by mutual agreement.

Seen and agreed to by:

For the Portland School District

Date:

For the Portland Education Association/Ed Tech

Date: