

AGREEMENT

between the

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

and the

**BENEFIT ASSOCIATION OF SCHOOL EMPLOYEES
(BASE)**

July 1, 2017, to June 30, 2020

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1 **AGREEMENT**

2
3 This Agreement made and entered into pursuant to the Municipal Public Employees Labor
4 Relations Law (Chapter 9A, Title 26, M.R.S.A.) by and between the PORTLAND BOARD OF
5 PUBLIC EDUCATION OF THE CITY OF PORTLAND, hereinafter referred to as the "BOARD,"
6 and the BENEFIT ASSOCIATION OF SCHOOL EMPLOYEES, hereinafter referred to as the
7 "ASSOCIATION."
8

9
10 **ARTICLE 1 – PREAMBLE**

11
12 The parties have entered into this Agreement in order to establish mutual rights, preserve proper
13 employee morale and to promote effective operations in the Portland School Department.
14

15
16 **ARTICLE 2 – RECOGNITION**

17
18 The BOARD hereby recognizes the ASSOCIATION as the sole and exclusive bargaining agent for
19 a unit consisting of those employees whether full-time, part-time, or part-year in the classifications
20 listed in the salary schedule contained in this AGREEMENT (except those employees excluded
21 from the bargaining unit under the provisions of the Municipal Public Employees Labor Relations
22 Law) who have had regular (not temporary) employment status for more than six continuous
23 months.
24

25 The BOARD shall bargain with the ASSOCIATION for employees represented by the
26 ASSOCIATION with respect to wages, hours of work, and working conditions, which are
27 negotiable.
28

29
30 **ARTICLE 3 – DEFINITIONS**

31
32 The following words shall have the meanings indicated below whenever they are used in this
33 AGREEMENT except 1) when the context in which they are used clearly requires another meaning
34 and 2) except when specifically indicated otherwise:
35

- 36 A. **BOARD** – The PORTLAND BOARD OF PUBLIC EDUCATION of the City of Portland.
37 The BOARD may act through its Chairman, any committee thereof, its Superintendent or any
38 other representative authorized to act for it in any particular situation or class of situations.
39
40 B. **ASSOCIATION** – The Benefit Association of School Employees (BASE). The
41 ASSOCIATION may act through its President or any committee thereof or any other
42 representative authorized to act for it in any particular situation or class of situations.
43
44 C. **SUPERINTENDENT** – The Superintendent of the Portland School Department or any other
45 person whom the Superintendent specifically designates to act for her/him in any particular
46 situation or class of situations.

- 1 D. EMPLOYEES – Employees represented by the ASSOCIATION and entitled to benefits
2 under this AGREEMENT.
3
- 4 E. DEPARTMENT HEAD – The term DEPARTMENT HEAD refers to the following:
5
- | <u>For Employees Regularly Assigned:</u> | <u>DEPARTMENT HEAD</u> |
|--|---------------------------------|
| 6 To Facilities and Maintenance Depts. | Director of Facilities |
| 7 To Transportation Dept. | Dir. of Transportation |
| 8 To Food Services Dept. | Dir. of Food Services |
| 9 As Computer Technicians | Dir of Computer Technology Svcs |
| 10 As Accounting Specialist | Executive Dir. of Finance |
| 11 As Secretaries | Director, Supervisor, Principal |
- 12
13
14
- 15 F. SUPERVISOR – The person first in the chain of command who has the decision-making
16 authority to take employee actions.
17
- 18 G. DOMESTIC PARTNER – The person who meets the criteria for partnership as set forth in the
19 City of Portland Ordinances, Chapter 13.6 and PPS process and procedures, DOMESTIC
20 PARTNERSHIP and the criteria set forth by group insurance carriers negotiated under this
21 contract.
22
- 23 H. WORKWEEK – The normal WORKWEEK for full-time employees shall consist of thirty-
24 seven and one-half (37½) hours for secretarial classifications and forty (40) hours for all other
25 classifications covered by this AGREEMENT. The WORKWEEK shall commence Sunday at
26 12:01 a.m. and end Saturday midnight. Effective November 1, 1998, all newly hired secretaries
27 will work forty (40) hours per week and all currently employed secretaries may make a one-
28 time choice to work forty (40) hours per week.
29
- 30 I. WORKDAY – The WORKDAY shall normally consist of seven and one-half (7½) hours for
31 secretarial classifications and eight (8) hours for all other classifications. Effective November
32 1, 1998, the WORKDAY for all newly hired secretaries and those who choose to change to a
33 40-hour WORKWEEK will be eight (8) hours per day.
34
- 35 J. LONGEVITY – LONGEVITY shall mean aggregate length of service in either the school or
36 other municipal departments in the City of Portland.
37
- 38 K. ELIGIBILITY FOR BENEFITS – A part-time employee must work a minimum of seventeen
39 and one-half (17½) hours/week to be eligible for benefits. Benefits include holiday pay, sick
40 leave, vacation, and health/dental benefits. All employees hired after July 1, 2005 must work a
41 minimum of 20 hours per week to be eligible for benefits.
42
43
44
45
46

1 **ARTICLE 4 – ASSOCIATION MEMBERSHIP AND MUTUAL RIGHTS**
2

- 3 A. The BOARD agrees to notify the ASSOCIATION in writing of the name, home address, job
4 classification, location, and date of employment, transfer or termination of employment of all
5 persons covered by this Agreement, within one week from the time of employment, transfer or
6 termination.
7
- 8 B. Employees covered by this Agreement shall have the right to join the ASSOCIATION or to
9 refrain from joining the ASSOCIATION. No employee shall be favored or discriminated
10 against either by the BOARD or by the ASSOCIATION because of her/his membership or
11 non-membership in the ASSOCIATION. At the time of employment, the employee shall be
12 given a copy of this Agreement.
13
- 14 C. The BOARD and ASSOCIATION agree that they shall not discriminate against any employee
15 regardless of age, race, color, religion, disability, sex, national origin, or sexual orientation.
16
- 17 D. The ASSOCIATION shall have the right to use office equipment at reasonable times, when
18 such equipment is not in use. The ASSOCIATION shall pay for the reasonable cost of all
19 materials and supplies used. The BOARD shall permit the reasonable use of existing bulletin
20 boards, telephones, pagers, and mail for ASSOCIATION business. Other communication
21 systems may be used with the agreement of the SUPERINTENDENT and the ASSOCIATION.
22
- 23 The ASSOCIATION shall have the right to use school buildings at reasonable times, for
24 meetings. No unlawful activities shall be permitted. Meetings will be scheduled with reasonable
25 advance notice to and approval by the Principal concerned. No custodial costs will be incurred
26 because of such meetings.
27
- 28 E. The President and/or Vice President and appropriate representatives of the ASSOCIATION
29 shall be allowed time off with pay for mutually scheduled meetings with management
30 representatives concerning labor issues.
31

32
33 **ARTICLE 5 – DUES DEDUCTION**
34

35 The BOARD shall deduct ASSOCIATION dues biweekly from individuals represented by the
36 ASSOCIATION only upon receipt of a signed authorization. Authorization forms, which must be
37 acceptable to the BOARD, shall be supplied by the ASSOCIATION.
38

39 Dues deductions shall continue automatically from year to year unless cancelled in writing by the
40 employee during the first two (2) weeks in September preceding the school year in which the
41 cancellation becomes effective.
42

43 The BOARD shall forward the aggregate dues to the Treasurer of the ASSOCIATION as soon as
44 practicable. The ASSOCIATION shall indemnify and save the BOARD harmless against all
45 claims and suits which may arise by reason of any action taken in making deductions and
46 remitting the same to the ASSOCIATION pursuant to this section.

1 **ARTICLE 6 – MANAGEMENT RIGHTS AND DEPARTMENTAL RULES**
2

3 The BOARD retains all rights and authority to manage and direct its employees, except as otherwise
4 specified in this Agreement. The ASSOCIATION acknowledges the right of the BOARD to make
5 any rules and regulations governing the conduct of its employees provided they are not specifically
6 inconsistent with the provisions of this Agreement.
7

8
9 **ARTICLE 7 – STRIKES AND SLOWDOWNS PROHIBITED**
10

11 Pursuant to State Law and recognizing that the protection of public health, safety and welfare
12 demands that public employees not be accorded the right to strike or engage in any work stoppage
13 or slowdown, the ASSOCIATION agrees that during the term of this Agreement neither the
14 ASSOCIATION, its officers, members or agents will engage in, encourage, sanction, support, or
15 suggest:
16

- 17 1. any strike, or
- 18 2. any slowdown, or
- 19 3. any action or inaction which would involve suspension of, or interference with, the normal work
20 of any division in the School Department, or
- 21 4. mass resignations, or
- 22 5. mass absenteeism, or
- 23 6. picketing.
24

25 In the event that ASSOCIATION members or agents participate in such activities in violation of
26 this provision, the ASSOCIATION officers shall notify members or agents so engaged to cease and
27 desist from such activities and shall instruct the members to return to their normal duties.
28
29

30 **ARTICLE 8 – GRIEVANCE PROCEDURE**
31

32 A. The BOARD and the ASSOCIATION encourage problem solving between an employee and
33 her/his supervisor. Any employee who believes she/he has a grievance involving the
34 interpretation or application of this AGREEMENT is thus encouraged to try to resolve the
35 matter informally with her/his supervisor before initiating the following formal grievance
36 procedure:
37

38 LEVEL I – DEPARTMENT HEAD – If the employee is unable to resolve a problem
39 informally with her/his supervisor, the ASSOCIATION may present the details of the grievance
40 in writing to the DEPARTMENT HEAD. Within ten (10) working days thereafter, the
41 DEPARTMENT HEAD shall meet with representatives of the ASSOCIATION for the purpose
42 of adjusting, resolving or denying the grievance. The Department Head shall render her/his
43 decision in writing within ten (10) working days after the meeting.
44

45 LEVEL II – SUPERINTENDENT – If such grievance is not resolved, within ten (10) working
46 days from receipt of the written response from the DEPARTMENT HEAD, the

1 ASSOCIATION may present such grievance, in writing to the SUPERINTENDENT. Within
2 ten (10) working days after the SUPERINTENDENT receives such grievance she/he shall meet
3 with representatives of the ASSOCIATION for the purpose of adjusting or resolving such
4 grievances. The decision of the SUPERINTENDENT shall be rendered within ten (10) working
5 days after the meeting.
6

7 LEVEL III – SCHOOL BOARD – In the event that the decision of the SUPERINTENDENT as
8 rendered pursuant to Level II hereof is not acceptable to the ASSOCIATION, the
9 ASSOCIATION may, not later than ten (10) working days after such decision, submit the
10 grievance in writing to the BOARD. Within ten (10) working days after receipt of the
11 grievance, the BOARD and a representative of the ASSOCIATION shall meet for the purpose
12 of resolving the grievance. The BOARD shall, within ten (10) working days after such meeting,
13 render its decision in writing to the grievant with a copy to the ASSOCIATION.
14

15 LEVEL IV – ARBITRATION – In the event that the decision of the BOARD as rendered
16 pursuant to Level III hereof is not acceptable to the ASSOCIATION, the ASSOCIATION may,
17 by written notice to the BOARD, request arbitration of the grievance within ten (10) working
18 days after the date of the written decision of the BOARD. Within ten (10) working days after
19 such request, the parties shall select an arbitrator, but if they are unable to agree on a selection,
20 the arbitrator shall be selected through the American Arbitration ASSOCIATION in accordance
21 with the rules and procedures of the American Arbitration ASSOCIATION. The arbitrator shall
22 fix a time and place at Portland, Maine for a hearing upon reasonable notice to each party. After
23 such hearing, the arbitrator shall promptly render a decision, which shall be binding upon both
24 parties, but the arbitrator shall have no power to render a decision which adds to, subtracts from
25 or modifies this Agreement; the decision shall be confined to the meaning of the contract
26 provision which gave rise to the dispute. The arbitration proceedings will be conducted in
27 accordance with the rules and procedures of the American Arbitration ASSOCIATION. The
28 costs for the services of the arbitrator, including her/his per diem expenses, if any, and her/his
29 actual and necessary travel and subsistence expenses, and the costs of a hearing room and
30 transcript, if any, will be shared equally by the BOARD and the ASSOCIATION. All other
31 costs will be paid by the party incurring them. If either of the parties requests a transcript for its
32 own use, then that party requesting the transcript shall pay the cost of same.
33

- 34 B. The time limits for processing of grievances may be extended by mutual consent of the
35 parties. The agreement shall be confirmed in writing at the request of either party.
36
- 37 C. All grievances shall be submitted pursuant to Level I not later than thirty (30) calendar days
38 after whichever of the following two shall first occur: (1) the time the event giving rise to the
39 grievance becomes known to the employees concerned or (2) the time such event becomes
40 known to the ASSOCIATION, provided, however, that grievances arising under Article 30,
41 Disciplinary Procedures shall be submitted pursuant to Level I within ten (10) working days
42 after the mailing or hand delivery of the notice to the employees and the President of the
43 ASSOCIATION in the manner required in said Article.
44
45
46

1 **ARTICLE 9 – WAGES AND SALARIES**

2
3 A. Effective July 1, 2017, employees with a step eligibility date of July 1, 2017, through December
4 31, 2017, shall be eligible for a change in step as based on the Salary Scale 2017-2018 as
5 appears in Appendix A. Effective January 1, 2018, an employee with a step eligibility date of
6 January 1, 2018, through June 30, 2018, shall be eligible for a change in step on the Salary Scale
7 2017-2018 as appears in Appendix A.

8
9 Effective July 1, 2018, employees with a step eligibility date of July 1, 2018, through December
10 31, 2018, shall be eligible for a change in step as based on the Salary Scale 2018-2019 as
11 appears in Appendix A. Effective January 1, 2019, an employee with a step eligibility date of
12 January 1, 2019, through June 30, 2019, shall be eligible for a change in step on the Salary Scale
13 2018-2019 as appears in Appendix A.

14
15 Effective July 1, 2019, employees with a step eligibility date of July 1, 2019, through December
16 31, 2019, shall be eligible for a change in step as based on the Salary Scale 2019-2020 as
17 appears in Appendix A. Effective January 1, 2020, an employee with a step eligibility date of
18 January 1, 2020, through June 30, 2020, shall be eligible for a change in step on the Salary Scale
19 2019-2020 as appears in Appendix A.

20
21 B. The BOARD shall have the right:

- 22
23 1. To give credit for legitimate, comparable prior experience in placing new employees on the
24 appropriate classification scale.
25
26 2. To establish new positions or to reclassify existing positions where job content has changed
27 at pay scales to be approved by the ASSOCIATION.
28
29 3. To install time clocks in BOARD facilities, in connection with installation of a computer
30 terminal in the Business Office.

31
32 C. Any employee who is promoted shall serve a six-month probationary period in the new position.
33 If the employee's performance is deemed to be unsatisfactory during the probationary period,
34 every effort will be made to return the employee to her/his former position. If the position is not
35 available, the employee shall be returned to a position in her/his former classification at the
36 employee's former rate of pay.

37
38 D. **SHIFT DIFFERENTIALS**

39
40 Shift 2 Differential – Eligibility:

41
42 Full-time employees:

- 43 1. Shift starts no earlier than 11:00 a.m.
44 2. Shift consists of a minimum of 6 hours, which fall between 11:00 a.m. and 10:30 p.m.
45
46

1 Part-time employees:

- 2 1. Shift starts no earlier than 2:00 p.m.
3 2. Shift consists of a minimum of 4 hours, which fall between 2:00 p.m. and 10:30 p.m.
4

5 Shift 3 Differential – Eligibility:
6

7 Full-time and part-time employees:

- 8 1. Shift starts no earlier than 10:00 p.m.
9 2. Shift consists of a minimum of 4 hours, which fall between 10:00 p.m. and 7:00 a.m.
10

11 Shift differentials in subsequent years will increase consistent with the percentage increase
12 on the salary schedule.
13

14 Employees who are required to work an early shift to cover for another employee or other
15 circumstances as deemed appropriate by her/his supervisor shall be paid at her/his regular shift
16 differential.
17

- 18 E. A premium of \$50/week shall be paid to a Head Custodian who supervises 8 or more
19 custodians.
20
21 F. A custodian will be on duty whenever non-school related groups/agencies are using a school
22 facility in accordance with School BOARD policy.
23
24 G. Employees reporting to work on their regularly scheduled workday and then sent home due to
25 circumstances such as weather, fire or other conditions beyond the control of the employer will
26 be paid for the balance of the day.
27
28 H. All employees are required to sign up for direct deposit.
29
30

31 **ARTICLE 10 – OVERTIME COMPENSATION / HOLIDAY PAY / CALL-BACK PAY /**
32 **AND ON-CALL PAY**
33

- 34 A. **OVERTIME COMPENSATION** – This section is intended to provide a basis for calculation of
35 and payment for authorized overtime. In order to provide for flexible scheduling in accordance
36 with Article 26, A. and eligibility for overtime for hours worked beyond 8 hours per day may be
37 waived.
38

39 Monetary benefits shall be paid at a rate of one and one-half (1½) times the base hourly rate for
40 all hours worked in excess of forty (40) hours per week or eight (8) hours per day - not both.
41

42 For purposes of this section "hours worked" shall mean only one of the following:
43

- 44 1. hours actually worked
45 2. hours compensated for by holiday base pay
46 3. hours compensated for by sick leave pay

- 1 4. hours compensated for by vacation pay
- 2 5. hours compensated for by bereavement

3
4 For the purpose of this section, "hours worked" shall not include:

- 5
- 6 1. hours compensated for by holiday pay as set forth below
- 7 2. hours compensated for by call-back pay
- 8 3. hours compensated for by jury pay
- 9 4. hours compensated for by reserve service leave
- 10 5. hours compensated as on-call premium

11
12 No employee shall be penalized for refusal of voluntary overtime. However, overtime may be
13 required if volunteers are not available for snow removal and in emergency situations.
14 Procedures for distribution of overtime are determined by administrative policy. See applicable
15 Administrative Bulletin(s). DEPARTMENT HEADS will meet and discuss distribution of
16 overtime with representatives of the ASSOCIATION upon request.

- 17
- 18 B. COMPENSATORY TIME – Employees who are requested in advance by her/his immediate
19 supervisor to work hours in excess of her/his normally scheduled work week are eligible to
20 receive compensatory time.
- 21
 - 22 1. The primary method of compensation shall be the use of compensatory time off, on an
23 hour for hour basis for hours worked under forty (40) hours per work week from the
24 normal work schedule.
 - 25 2. Hours worked over forty (40) hours per work week will be compensated at one and one-
26 half (1.5) times.
 - 27 3. Compensatory time off from the normal work schedule shall be scheduled by the
28 employee and the immediate supervisor.
 - 29 4. An employee shall be permitted to accumulate up to forty (40) hours of compensatory
30 time. The BOARD shall pay the employee for any accumulated compensatory time hours
31 in excess of forty (40) at the end of any pay period. The employee is required to deplete
32 all earned compensatory time prior to the commencement of any fiscal year. Excess
33 accumulated compensatory time remaining on June 30 will be paid.
 - 34 5. The BOARD shall record compensatory time earned, used, and accumulated and will
35 supply this information to employee members at least bi-weekly.
- 36
- 37 C. HOLIDAY PAY – All employees covered by this Agreement who work on any of the observed
38 holidays listed in Article 11, HOLIDAYS, shall receive pay for hours worked at one and
39 one-half (1½) times the base hourly rate in addition to the holiday base pay.
- 40
- 41 D. CALL-BACK PAY – Employees called back to work shall receive a minimum of three (3)
42 hours pay for the work for which they are called back, or may receive one and one-half (1½)
43 times their base hourly rate, under the provisions of Section A of this Article, whichever is
44 greater, but not both. This section applies only when callback hours result in hours worked
45 which are not annexed consecutively to one end or the other of the working day or working

1 shift. This section also applies to the scheduled opening and closing of school buildings. An
2 employee called back to work shall not be entitled to additional call-back pay under this
3 provision if he/she is required to return to work within a three (3) hour period following his/her
4 initial call back.

- 5
6 E. ON-CALL PAY – A standby premium of \$50 per week shall be paid to employees deemed
7 qualified and so appointed by the appropriate administrator. Stand by assignments will be on a
8 rotating bases and will be for a specific twenty-four (24) hour per day, seven (7) days per week
9 period of time. This premium shall be in addition to call-back pay.

10
11
12 **ARTICLE 11 – HOLIDAYS**
13

14 The following days shall be paid holidays for all eligible employees covered by this Agreement:

- 15
16 *New Year's Day *Martin Luther King's Day
17 *President's Day *Patriot's Day
18 *Memorial Day **Independence Day
19 *Labor Day *Columbus Day
20 *Veterans' Day *Thanksgiving Day
21 *Day after Thanksgiving Half Day Before Christmas except -
22 *Christmas Day when celebrated on a Sunday or Monday

- 23
24 *Paid holiday for part year employees
25 **Paid holiday for any employee whose workweek includes July 4th
26 If holiday falls on a Saturday, Friday is the holiday. If holiday falls on a Sunday,
27 Monday is the holiday.
28

29 To be eligible for holiday pay, an employee must be compensated for her/his last workday required
30 for her/his position before the holiday and for the first workday required for her/his position after
31 the holiday. Compensation may be for hours worked or for any type of approved, paid leave.

32
33 The BOARD reserves its right to substitute another day during a mutually agreed upon school
34 vacation period for any holiday in conflict with any school schedule adopted at any time during the
35 period of this Agreement.
36

37
38 **ARTICLE 12 – VACATIONS**
39

- 40 A. YEAR-ROUND EMPLOYEES – Full-time, year-round employees covered by this
41 AGREEMENT shall accrue vacation time based on the following entitlement:

42

| 43 LONGEVITY | Vacation Entitlement Per Year |
|--------------------------------------|-------------------------------|
| 44 0 up to 5 years (completed years) | 2 weeks/year |
| 45 6 up to 9 years (completed years) | 3 weeks/year |

46

| | |
|-------------------------------------|--------------|
| 10 up to 19 years (completed years) | 4 weeks/year |
| 20 years and up (completed years) | 5 weeks/year |

Part-time, year-round employees shall earn prorated vacation entitlement in the same proportion as their regular WORKWEEK bears to forty (40) hours.

- B. SCHOOL-YEAR EMPLOYEES – Full-time, school-year employees who work at least one hundred and seventy-five (175) days per year shall accrue vacation time equivalent to two (2) weeks’ vacation.

Part-time, school-year employees whose regular WORKWEEK consists of a minimum of twenty (20) hours shall earn prorated vacation entitlement in at the same proportion as their regular WORKWEEK bears to forty (40) hours, (thirty-seven and one-half (37½) hours for secretaries who do not change their hours pursuant to Article 3, Section H).

School-year employees shall not schedule vacation during student days, except for exceptional circumstances approved in advance by the Department Head.

- C. Vacation time is accrued from the first day of employment and may be used as it accrues after completion of six (6) months of employment.
- D. When eligible, an employee must take a minimum of one week's vacation per contract year.

Vacation requests must be made in writing. Requests for vacations of more than five (5) days must be made at least ten (10) working days in advance. Requests will be responded to by the supervisor within 5 working days. Requests for vacations of five (5) days or less must be made at least twenty-four (24) hours in advance and will be responded to by the supervisor as soon as possible, but no more than 24 hours.

Vacations shall be approved by the DEPARTMENT HEAD or her/his designee so as not to interfere with the work of the division. Coverage for vacation shall be arranged by the DEPARTMENT HEAD.

Vacation credits of no more than fifteen (15) workdays may be carried over into the next contract year, except that additional vacation time beyond the 15-day cap must be used by August 31st of that calendar year. Any time that cannot be used by August 31st may be carried over only with approval of the Human Resources Director, subject to appeal to the Superintendent, whose decision shall be final and binding.

- E. Employees who are separated from the BOARD and who have accrued vacation to their credit at the time of separation shall be paid the salary equivalent to the accrued vacation.
- F. In the event that an employee covered by this AGREEMENT dies during the term of the AGREEMENT, her/his accrued vacation benefits, if any, shall be paid in the salary equivalent to the beneficiary(ies) of the employee as designated by the employee for State Retirement purposes.

ARTICLE 13 – FLEXIBLE BENEFITS PLAN

A. **LIFE INSURANCE**

Employees may choose to purchase life insurance through Maine Public Employees Retirement System (MainePERS) at their own cost subject to the Retirement System’s Group Life Insurance regulations.

B. **HEALTH INSURANCE**

1. Employees may choose to enroll in the Maine Education Association Benefits Trust (MEABT) Blue Cross/Blue Shield (BC/BS) Standard Plan, Standard 500 Plan, Standard 1000 Plan, or the Maine Education Association (MEA) Choice Plus Plan as follows:

2. 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:

| | <u>Choice Plus</u> | <u>Standard</u> |
|----------------------------------|--------------------|-----------------------|
| Single and Adult with Child(ren) | 100% | 100% Choice Plus rate |
| Two Person | 75% | 75% Choice Plus rate |
| Full Family | 82% | 82% Choice Plus rate |

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 her/his spouse/domestic partner is not eligible to receive insurance through her/his 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.

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

4. Employees hired prior to July 1, 2001, who were not enrolled in Maine Education Association Benefits Trust (MEA) Blue Cross/Blue Shield (BC/BS) prior to that date other than employees described in Subsection 6 below will not receive Benefit Dollars based on

1 medical insurance. (They will, however, receive Benefit Dollars in an amount equal to the
2 cost of single subscriber Delta Dental Plan whether or not they elect to receive dental
3 insurance.)
4

- 5 5. Employees other than those described in Subsection 6 below, who elect not to receive
6 medical insurance will not receive Benefit Dollars based on medical insurance. (They will,
7 however, receive Benefit Dollars in an amount equal to the cost of single subscriber Delta
8 Dental Plan, whether or not they elect to receive dental insurance.)
9
- 10 6. Employees who were participating in the BOARD'S medical insurance program prior to
11 September 3, 1993, and who subsequently elected under the flexible benefits plan to reduce
12 coverage in exchange for a payment equal to one half of the amount saved by the BOARD
13 will receive Benefit Dollars equal to one half of the amount for which they otherwise would
14 be eligible under the Standard Plan, as set out above.
15
- 16 7. Benefit Dollars shall be prorated for part-time employees. Employees whose workdays are
17 reduced involuntarily shall continue to receive Benefit Dollars at the full-time level.
18

19 To the extent that the Benefit Dollars available to an employee depend on the employee's
20 choice of medical insurance plan or level of coverage, Benefit Dollars will be paid based on
21 the choice of plan and level of coverage applicable at the time the Benefit Dollars are
22 accruing. Thus, the Benefit Dollars available to an employee will change upon a change in
23 the employee's family status and/or choice of medical insurance plan.
24

25 C. BENEFIT OPTIONS 26

27 Employees are eligible to participate in, and may apply Benefit Dollars towards the cost of, any
28 of the benefit options described below. Benefit elections must be made annually during a period
29 selected by the BOARD (the "Election Period"). During the Election Period, employees may
30 add, drop, or change the level of medical or dental insurance, change medical insurance
31 selections, and change the amount of contributions to medical and dependent care
32 reimbursement accounts. Other than during the Election Period, benefit elections may not be
33 changed unless the employee has a change of family status or other event, which permits an
34 election change under the Internal Revenue Code.
35

36 1. Health Insurance 37

38 Employees may enroll in the Maine Education Association Benefits Trust Standard Plan,
39 Standard 500 Plan, Standard 1000 Plan, or Choice Plus Plan. Premiums will be deducted
40 from Benefit Dollars to the extent available. Any premiums not paid out of Benefit Dollars
41 will be deducted from the employee's pay on a pre-tax basis, unless the employee elects to
42 have such amounts deducted on an after-tax basis.
43

44 2. Dental Insurance 45

46 Employees are eligible to receive Northeast Delta Dental coverage. Employees may elect to
47 receive dependent coverage, single coverage or no coverage. Premiums will be deducted

1 from Benefit Dollars, to the extent available. Any premium not paid out of Benefit Dollars
2 will be deducted from the employee's pay on a pre-tax basis, unless the employee elects to
3 have such amounts deducted on an after-tax basis.
4

5 3. Medical Reimbursement Accounts
6

7 Employees may elect to establish and make semimonthly or weekly contributions to
8 medical reimbursement accounts. Such contributions may be no less than \$5.42 (\$260
9 annually) and no more than \$250.00 semi-monthly or \$6,000 annually. Effective July 1,
10 2012 contributions may not exceed \$2,500 annually and \$104.17 semi-monthly. Medical
11 reimbursement accounts for Employees hired after July 1st each year will be prorated.
12 Contributions will be deducted from Benefit Dollars to the extent available. Any
13 contributions not made out of Benefit Dollars will be deducted from the employee's pay on
14 a pre-tax basis. Reimbursements from medical reimbursement accounts will be governed by
15 the Internal Revenue Code and the Portland School Department Medical Care
16 Reimbursement Plan.
17

18 4. Dependent Care Reimbursement Account
19

20 Employees may elect to establish and make contributions to dependent care reimbursement
21 accounts. Such contributions may be no less than \$30 (\$720 annually) and no more than
22 \$208.33 per month (\$5000 annually). Reimbursement accounts for Employees hired after
23 July 1st each year will be prorated. Contributions will be deducted from Benefit Dollars, to
24 the extent available. Any contributions not made out of Benefit Dollars will be deducted
25 from the employee's pay on a pre-tax basis. Reimbursements from Dependent Care
26 Reimbursement accounts will be governed by the Internal Revenue Code and the Portland
27 School Department Dependent Care Reimbursement Plan.
28

29 5. Taxable Income
30

31 Any Benefit Dollars not applied to one of the benefit options described above will be paid to
32 the employee as taxable income.
33

- 34 D. Notwithstanding anything contained to the contrary herein, the BOARD reserves the right to
35 institute a new program of insurance providing benefits substantially equal or superior to those
36 described above; provided that the employee's contribution under such new program shall not
37 exceed the amount, if any, she/he would have been required to pay under the present plan.
38
- 39 E. The BOARD agrees to provide 100% of the premium cost for single level dental insurance
40 provided through Delta Dental, Plan III.
41
- 42 F. The BOARD agrees to provide long-term disability insurance through Maine School
43 Management Association.
44
45
46
47

1 **ARTICLE 14 – RETIREMENT**

2
3 The BOARD agrees to continue to participate in the Maine Public Employees Retirement System
4 (MainePERS) and to continue to participate in the cost of pension payments under the options
5 presently in effect, so long as the BOARD shall have the legal right to do so.
6

7 Employees are eligible to participate in the Portland Public Schools voluntary 403 B retirement
8 plan.
9

10 The BOARD agrees to meet and consult with the ASSOCIATION if, during the course of this
11 AGREEMENT, the Portland City Council contemplates changes in such options.
12
13

14 **ARTICLE 15 – BEREAVEMENT LEAVE**

15
16 In case of the death of a member of the immediate family (immediate family is defined to include
17 parent, parent-in-law, step-parent, spouse, child, grandchild, brother, sister, domestic partner,
18 significant other, or any relative residing within the house) of any employee, such employee shall be
19 excused, without loss of pay, for an absence not to exceed ten (10) days either immediately
20 following the death of the member of the immediate family or at such other time during the next
21 twelve (12) months as may be necessary to handle estate or burial matters.
22

23 In case of the death of a grandparent, daughter-in-law, son-in-law, brother-in-law, or sister-in-law
24 whose funeral an employee attends, such employee shall be excused without loss of pay, for a
25 period not to exceed five (5) days. The five (5) days may be used either immediately following the
26 death of the family member or at such other time during the next twelve (12) months to handle
27 estate or burial matters.
28

29 In case of death of a niece, nephew, aunt, uncle, or cousin whose funeral an employee attends, such
30 employee shall be excused without loss of pay, for a period not to exceed three (3) days.
31 Step/domestic partner family relationships are included in the definition of family. Such a three day
32 leave shall apply in situations where a unique relationship exists between an employee and some
33 other person over a period of time and which evinces a state of responsibility or closeness. The three
34 (3) days may be used either immediately following the death of the family member or at such other
35 time during the next twelve (12) months to handle estate or burial matters.
36

37 In extenuating circumstances, at the discretion of the SUPERINTENDENT, the days set forth above
38 may be extended without loss of pay.
39

40 The employee shall be paid at her/his regular rate of pay for the scheduled working hours not to
41 exceed eight hours.
42
43
44
45
46

1 **ARTICLE 16 – SICK LEAVE**

2
3 A. **ACCRUAL**

- 4
5 1. Full-time employees shall accrue sick leave on a per pay period basis at the rate of fifteen
6 (15) days per twelve (12) month period accumulative to a maximum of one hundred and
7 eighty (180) days.
8 2. Eligible part-time employees shall accrue sick leave prorated in the same proportion as
9 their regular WORKWEEK bears to forty (40) hours (thirty-seven and one-half (37.5)
10 hours for secretaries who do not change their hours to 40).

11
12 B. **SICK LEAVE MAY BE USED ONLY IN THE FOLLOWING CASES:**

13
14 1. **Personal Illness or Physical Incapacity**

15
16 Personal illness or physical incapacity of such a degree as to render the employee unable to
17 perform the duties of her/his position. Human Resources may require the employee to
18 provide her/him with a physician's certificate verifying the employee's work capacity.

19
20 Human Resources, may require an examination by a physician selected by the District in the
21 event of alleged sick leave abuse.

22
23 In any instance where the District believes that a second opinion regarding the employee's
24 medical condition from a physician other than the employee's physician is warranted, the
25 District may require the employee to obtain a second medical opinion. The second medical
26 opinion shall be given by a physician chosen by the employee from a list of five physicians
27 chosen by the District. The determination of the second opinion shall be binding upon the
28 parties with respect to the employee's eligibility for sick leave.

29
30 The examination referred to in this section shall, to the extent not reimbursable by insurance,
31 be at the expense of the BOARD.

32
33 2. **Family Illness**

34
35 A full time, year round employee may use up to fifteen (15) days of accumulated sick leave
36 per contract year to care for a member of the employee's immediate family whose illness
37 requires the presence of the employee. Immediate family is defined to include parents,
38 parents-in-law, step-parent, husband, wife, significant other, domestic partner, child, brother,
39 or sister, or any relative residing within the household. Step relationships are included in the
40 definition of immediate family. For school year and part-time employees, family illness
41 days will be pro-rated.

42
43 3. **Medical Appointments**

44
45 Sick leave may be used for medical and dental appointments. However, employees shall try
46 to schedule appointments during non-work time. Every effort will be made to give notice at

1 least twenty-four (24) hours in advance to the DEPARTMENT HEAD except in
2 emergencies.

3
4 4. Personal Leave

5
6 Up to three (3) days' leave of absence per contract year with pay for urgent or sensitive
7 personal or family matters, requiring absence during working hours, may be taken with the
8 approval of the immediate supervisor and deducted from the employee's accumulated sick
9 leave. Except in cases of emergency, requests for personal leave must be made at least five
10 (5) working days in advance. The employee will be given a response within forty-eight (48)
11 hours of the date requested.

12
13 An employee may request that a denial of a personal leave request be reviewed by Human
14 Resources. Any recommendation to change the decision will be given to the
15 DEPARTMENT HEAD who will make the final decision. Such decision shall not be
16 arbitrary or capricious.

17
18 Personal leave shall not be taken on the day before or the day following any school holiday
19 or vacation day; however, the DEPARTMENT HEAD may make exceptions in unusual
20 circumstances. Requests for waiver of this rule must be made to the DEPARTMENT
21 HEAD at least seven (7) days in advance of the day requested or, if this is impossible, as
22 soon thereafter as possible. Such request must be in writing and include an explanation of
23 why the waiver is requested.

24
25 The DEPARTMENT HEAD may restrict the number of personal leaves approved on any
26 one day. Such restrictions are not grievable.

27
28 Leave allowable under this section shall not be accumulated beyond the contract year.

- 29
30 C. No employee may utilize sick leave after having begun a vacation period except in cases where
31 hospitalization is required.
32
33 D. An employee shall arrange that her/his DEPARTMENT HEAD is notified of the reason for an
34 absence, not previously arranged for, within two (2) hours of the beginning of an unexpected
35 absence.
36
37 E. Each employee covered by this Agreement shall be provided a statement of her/his accumulated
38 sick leave through the Employee Access Center
39
40 F. Any year-round employee who used five (5) or less and any part-year employee who used
41 four (4) or less sick/emergency personal leave days in the previous contract year shall be
42 entitled to one (1) additional vacation day to be scheduled as other vacation days are
43 scheduled under Article 12.
44
45 G. When an employee retires from active service with the BOARD and is immediately eligible for
46 retirement benefits pursuant to the Maine State Retirement System as it applies to BOARD

1 employees, the employee shall receive an amount equal to her/his salary at the time of her/his
2 retirement for one-half (1/2) the number of days of accumulated unused sick leave subject to a
3 maximum payment equal to wages for sixty (60) days.
4

5 In the event of death of an employee before retirement, the amount calculated above shall be
6 paid to the beneficiary(ies) of the employee as designated by the employee for State Retirement
7 purposes.
8

9 H. REEMPLOYMENT/RESTORATION OF SERVICE AFTER EXTENDED LEAVE OF
10 ABSENCE/SEVERANCE
11

12 Any employee whose employment is severed after exhausting all approved leaves due to
13 medical reasons shall have his/her years of service restored for purposes of seniority, step
14 placement, and vacation accrual if he/she is reemployed within one year of severance.
15

16 I. SICK BANK LEAVE
17

18 A sick leave bank is hereby established whereby an employee covered by the B.A.S.E.
19 bargaining agreement, faced with personal or immediate family illness or injury, may access
20 sick leave days from the bank. The following applies:
21

- 22 1. Participation: Optional (open enrollment each July 1st)
- 23 2. Enrollment: Employees of the B.A.S.E. bargaining unit
- 24 3. Contribution: One (1) day per year by participating employees
- 25 4. Administration: The Human Resources Department
- 26 5. Eligibility
 - 27 a) All accumulated sick leave must be exhausted
 - 28 b) Employees may be eligible to withdraw up to a maximum of sixty (60) workdays per
29 contract year after having submitted a doctor's certificate certifying eligibility.
 - 30 c) A school year employee on sick leave when school closes in June who has borrowed
31 time from the sick leave bank is not eligible for continuation for the following
32 September without reapplying for additional days.
 - 33 d) An employee may withdraw membership from the bank at any time, but may not
34 withdraw the contributed days.
 - 35 e) An employee on Worker's Compensation will receive an amount equal to the difference
36 between their regular pay and their Worker's Compensation allowance.
 - 37 f) Illness or injury necessitating the need for sick bank days constitutes a "serious health
38 condition" as defined by the Family and Medical Leave Act.
39
40
41
42
43
44

- 1 6. Replenishment: All unused sick leave bank days will be carried over the next school year.
2 In the event that total is less than one-hundred eighty (180) days, all participating members
3 will be assessed one (1) day.
4
5 7. Employees who wish to request sick bank days should contact the Human Resources Office
6 for an application.
7

8
9 **ARTICLE 17 – JURY PAY**

10
11 The BOARD shall pay to an employee called for jury duty the difference between her/his regular
12 per diem pay and her/his juror's pay if the juror's pay shall be less. If an employee reports for jury
13 duty in the morning and is excused for the rest of the day at any time before noon, she/he shall
14 report for her/his regular job assignment as soon as practicable after being excused, and shall have
15 her/his wages for the day adjusted so that she/he receives whichever is higher - her/his per diem pay
16 or pay received as a juror for the day - but not both. Actual payment shall be made in accordance
17 with Accounting Bulletin #200J, or any revisions thereof.
18

19
20 **ARTICLE 18 – LEGAL PROCEEDINGS**

21
22 Time off with pay shall be granted to any employee when necessary for appearance in any legal
23 proceeding arising from employment provided said proceeding does not involve unprofessional or
24 dishonorable conduct of the employee, dismissal of the employee, Workers Compensation, or
25 involve any breach of this Agreement by either the employer or the ASSOCIATION. Associated
26 travel expenses will be paid.
27

28
29 **ARTICLE 19 – EDUCATIONAL REIMBURSEMENT**

- 30
31 A. The BOARD will pay expenses (including fees and transportation) incurred by employees
32 who attend workshops, seminars, conferences, courses, or other sessions at the written
33 approval of Human Resources. Other expense items will be paid if Human Resources, in
34 writing, agrees to pay for same.
35
36 B. Any employee who completes, within a one (1) year period, up to six (6) credit hours, or
37 equivalent contract or CEUs, of course work will be reimbursed at the undergraduate USM
38 tuition rate and fees. To be eligible for this reimbursement, the course must be approved by
39 Human Resources, in writing, in advance. Said courses must be related to the employee's
40 job, and/or improve employee job skills in assisting the Portland Public Schools as an
41 organization. Human Resources' denial of an employee's request may be appealed to the
42 Superintendent, whose decision shall be final and binding.
43

44 The BOARD agrees to afford Third Party Billing to the University of Southern Maine,
45 Southern Maine Community College and University of New England.
46

1 In order to receive up-front payment, an employee agrees:

- 2
- 3 1. To complete the course with a passing grade
- 4 2. To provide the school system with proof of completion and grade
- 5 3. To pay the school department back the cost of tuition if:
 - 6 a) The employee fails the course.
 - 7 b) Drops out of the course.
 - 8 c) Voluntarily leaves the employ of the school system while taking the course.
- 9

10 **ARTICLE 20 – LICENSING TESTS**

11 Release time shall be made available to employees upon written application to the DEPARTMENT
12 HEAD at least seven (7) days in advance, to take licensing tests required by their employment
13 and/or beneficial to the Portland Public Schools as an organization, provided every reasonable effort
14 has been made to take such a test during non-working hours.
15

16 Employees passing such tests will be reimbursed for the entire cost per test or license.

17 Bus Drivers will be paid the entire cost of any required tests.

18 Notwithstanding the above, the District will pay for the initial exam cost for the ServSafe
19 Certification program for all food service employees and required Mini Bus endorsements for all
20 van driver employees. District expenditures will be limited to the initial cost of the exam/test and
21 any required renewals. Employees will be responsible for the cost of any make-up tests in the event
22 they do not pass.
23

24 **ARTICLE 21 – PHYSICAL EXAMINATIONS**

25 The BOARD shall pay for pre-employment physical examinations and physical examinations
26 required to maintain employment provided the exam is conducted by a physician designated by the
27 BOARD. If the employee elects to have the exam conducted by a physician of her/his choice, the
28 employee must pay the difference in cost.
29

30 **ARTICLE 22 – LEAVE OF ABSENCE**

31 **A. RESERVE SERVICE LEAVE**

32 Employees who are members of the organized military reserves, and who are required to
33 perform field duty, will be granted Reserve Service Leave, in addition to vacation leave, but
34 such Reserve Service Leave shall not exceed three (3) weeks in any calendar year. For any such
35 period of Reserve Service Leave, the BOARD will pay the employee the difference between
36 total service pay for said field duty and the employee's regular compensation, the sum of both
37

1 payments to equal the regular pay of the employee had she/he been in the BOARD'S service
2 during the period of leave. The employee using Reserve Service Leave shall furnish her/his
3 DEPARTMENT HEAD with an official statement of Reserve Service pay received. Actual
4 payment shall be made in accordance with Accounting Bulletin #200J, or any revisions thereof.
5

6 B. MILITARY LEAVE
7

8 The BOARD shall comply with all federal and state statutes, laws, and regulations applicable to
9 military leave.
10

11 C. RELIGIOUS LEAVE
12

13 Employees who are compelled to be absent from work for the bona fide observance of a
14 religious holiday not recognized as a holiday on the school calendar may use an emergency
15 personal or vacation day, or take unpaid leave.
16

17 D. CHILDREARING LEAVE
18

19 A leave of absence without pay for a period not to exceed twelve (12) months shall be granted
20 to an employee for the purpose of childrearing in connection with the birth of a child or
21 adoption of a newborn child if the employee has primary responsibility for the direct care of
22 such child.
23

24 To be eligible for such leave the employee shall notify the DEPARTMENT HEAD in writing of
25 the employee's desire to take such leave and except in cases of emergency shall give such notice
26 at least thirty (30) days prior to the date the leave is to begin.
27

28 Upon the termination of childrearing leave, the employee shall return to her/his previous
29 position or a substantially equivalent position.
30

31 E. TRAINING LEAVE OF ABSENCE
32

33 The BOARD may grant leave of absence without pay for educational or training purposes.
34

35 F. TRAINING LEAVE WITH PAY
36

37 Training leave with pay for educational or training purposes may be requested for training
38 which is directly related to presently assigned job responsibilities, as is deemed beneficial to the
39 Portland Public Schools as an organization. Request for approval should be directed to the
40 employee's DEPARTMENT HEAD and/or Human Resources.
41

42 G. FAMILY CARE LEAVE
43

44 School year or year-round employees working thirty (30) hours or more per week who have an
45 aggregate of at least eight (8) years' service with the BOARD shall be entitled to request a leave
46 of absence without pay for up to twelve (12) months in order to care for a family member

1 (spouse, child, parent or parent-in-law). Necessity shall be determined on a case by case basis by
2 the BOARD. Employees returning from leave shall be placed in the same position or same job
3 classification. The BOARD shall comply with federal or state statutes, laws and regulations
4 concerning Family Medical Leave and the Family Medical Leave Act.

5
6 H. GRADUATION LEAVE

7
8 Any employee who graduates or whose spouse, son, or daughter is graduating from a twelfth-
9 grade level or higher will be eligible for up to one (1) day's graduation leave with pay. To be
10 eligible, leave must be requested and approved in advance. Additional days may be requested,
11 and where approved, such additional days will be unpaid.

12
13 I. OTHER LEAVES OF ABSENCE

14
15 Other leaves of absence without pay may be granted at the discretion of the
16 SUPERINTENDENT or BOARD.

17
18
19 **ARTICLE 23 – ASSOCIATION AND EMPLOYEE SERVICES**

20
21 A. BULLETIN BOARDS

22
23 The BOARD shall permit the reasonable use by the ASSOCIATION of existing bulletin boards
24 for the posting of notices relating to ASSOCIATION business.

25
26 B. POSTING JOB OPENINGS

27
28 Except in emergency situations, notices of job openings in positions represented by the
29 ASSOCIATION shall be posted on Portland Public School web site and existing bulletin
30 boards. Such notice shall include the job classification and location (if determined) of each
31 opening. Employees in any division may apply for such openings. Portland Public Schools e-
32 mail access will be provided to all B.A.S.E. unit employees.

33
34 C. FILLING OF POSITIONS

35
36 The BOARD encourages employees to develop skills, attain greater knowledge of their work
37 and make known their qualifications for promotion to more responsible and highly skilled
38 positions.

39
40 The following criteria shall be used in filling vacancies: job-related skills, job-related
41 knowledge, job-related abilities, past performance and education which will contribute to the
42 satisfactory performance of duties of the position.

43
44 Seniority shall be a factor affecting the filling of vacancies if employees are otherwise
45 substantially equally qualified. The decision of the BOARD or its agents as to equal
46 qualifications shall be final unless such decision is clearly arbitrary and capricious. Seniority for

1 the purpose of this Article shall be interpreted as length of continuous, regular employment by
2 Portland Public Schools commencing with the latest date of hire.

3
4 Any employee who applies for a vacancy shall be notified in writing of the decision of the
5 DEPARTMENT HEAD within two (2) business days after the successful candidate receives
6 notice of his/her appointment. An employee who is denied a position may request a meeting
7 with the DEPARTMENT HEAD within five (5) days of the decision to discuss the reasons.
8 Such time period may be changed by mutual agreement between the ASSOCIATION and
9 Human Resources.

10
11 D. REASSIGNMENT OF POSITIONS AND EMPLOYEE

12
13 In the event the District determines it necessary to permanently reassign a position from one
14 shift to another shift or change the normal WORKWEEK schedule to another schedule, the
15 appropriate administrator will internally post the position for a period of five (5) working
16 days to employees within the same classification and shift/schedule/location from where an
17 employee must be reassigned. If there is a need of a shift/schedule change in conjunction
18 with a change in location, employees on the effected schedule/shift from both locations shall
19 be notified.

20
21 The most senior, qualified candidate in the classification from the affected shift/schedule and,
22 if applicable, locations shall be selected.

23
24 If there are no candidates for the position, the least senior employee from the affected
25 shift/schedule/location from which the assignment must be made shall be selected for
26 reassignment. (Note: when there is a change in locations, only employees from the location
27 from which the assignment is made shall be considered).

28
29 The least senior employee selected for reassignment may elect to displace the least senior
30 employee in his/her classification on the same shift or schedule from which she/he has been
31 reassigned, provided she/he is qualified for the position. The reassigned least senior
32 employee shall be given ten (10) working days' advance notice.

33
34 The determination of qualifications shall be that of the District.

35
36 The internal posting of a job reassignment shall not be considered a job opening as per
37 section B above and may be accomplished by written notice to the affected employees.

38
39 E. LATERAL TRANSFER

40
41 In the event that the District determines it necessary to reassign staff from one location to
42 another location with no change in shift, the appropriate administrator shall internally post
43 the position within the location from which the position must be reassigned. In the absence
44 of a voluntary reassignment, the least senior employee in the same classification from the
45 location from which reassignment is to be made shall be subject to transfer. The affected
46 employee shall be provided a five (5) working day advance notice of transfer.

1
2 The internal posting of a lateral transfer shall not be considered a job opening as per section
3 B above and may be accomplished by written notice to the affected employees.
4

5 F. EMERGENCY AND TEMPORARY REASSIGNMENTS
6

7 Non-permanent and emergency reassignments may be required and be made at the discretion
8 of the Portland Public Schools as required to meet the needs of the Portland Public Schools.
9

10 G. CHAIN OF COMMAND
11

12 Written information about the "chain of command" shall be furnished to the ASSOCIATION
13 for all divisions upon request.
14

15 H. PRINTING OF AGREEMENT
16

17 The BOARD agrees to supply the ASSOCIATION upon request with two hundred (200)
18 printed copies of this Agreement. Access to the Agreement will also be made available at the
19 Portland Public Schools Website.
20
21

22 **ARTICLE 24 – MILEAGE**
23

24 The BOARD agrees to reimburse employees for use of private vehicles, on school business, at the
25 effective Internal Revenue Service allowable rate per mile. In addition, employees who are required
26 to have and use her/his personal vehicle as a condition of employment shall receive reimbursement
27 at a flat rate seven (\$7.00) for each day worked as a fee for the regular use of their private vehicles.
28 Employees must submit a request for reimbursement available at the Business Office, Portland
29 Public Schools. It is the employee's responsibility to maintain state license, registration, inspection
30 and required insurance.
31
32

33 **ARTICLE 25 – HIGHER PAY FOR TEMPORARY ASSIGNMENTS**
34

35 When an employee is qualified for and is temporarily assigned by her/his supervisor to serve in a
36 higher classification, such employee shall receive the one (1) year step rate of that class or position
37 or her/his current rate plus step value of upgraded position, whichever is higher, while so assigned.
38

39 To qualify for the higher rate of pay, the temporary assignment to a higher classification shall be for
40 four (4) hours in an eight (8) hour workday. For food service workers whose standard workday
41 consists of six (6) hours, a three (3) hour in a six (6) hour workday must be worked to qualify for the
42 higher rate of pay under this Article. Any claim for higher wages under this provision shall be
43 deemed waived unless the employee gives the DEPARTMENT HEAD written notice of her/his
44 failure to receive such higher wages within the next ten (10) working days following the pay day for
45 the period in which the assignment was made.
46

1 The four (4) hour requirement shall be waived in the case of an employee who is temporarily
2 assigned as a Bus Driver.

3
4 If an employee is temporarily assigned for more than five (5) consecutive days to a higher
5 classification than their current position, they shall receive one year rate of that class or current rate
6 plus two (2) times the step value of the upgraded position, whichever is higher, while so assigned.
7 If an employee is temporarily upgraded for 20 workdays or more shall receive the rate of the
8 upgraded position with appropriate step placement.

9
10 An employee may be temporarily assigned to work in any position of the same or lower class grade
11 without change in pay.

12
13
14 **ARTICLE 26 – REGULAR HOURS OF WORK**

15
16 A. **WORK YEAR**

17
18 The work year for school year employees shall consist of a minimum of all student days
19 including any storm days for which payment is made plus;

- 20
21 ▪ Food Service = two (2) days to be assigned by the DEPARTMENT
22 HEAD/SUPERVISOR in consultation with the employee.
23
24 ▪ Transportation = five (5) days to be assigned by the DEPARTMENT
25 HEAD/SUPERVISOR in consultation with the employee.
26
27 ▪ Secretaries = thirteen (13) days to be assigned by the DEPARTMENT
28 HEAD/SUPERVISOR in consultation with the employee.

29
30 The work year for full year employees shall consist of fifty-two (52) weeks.

31
32 B. **WORKWEEK**

33
34 The regular WORKWEEK shall consist of five (5) consecutive days. Except in cases when the
35 employee affected expresses a contrary preference, all employees shall be given a work
36 schedule of five (5) consecutive working days or shifts. Upon mutual agreement between the
37 SUPERINTENDENT and the ASSOCIATION, the regular WORKWEEK may be modified in
38 whole or in part during school vacation periods to provide flexibility to employees within the
39 service needs of the School Department.

40
41 Any employee working such a modified schedule shall waive eligibility for overtime at the rate
42 of time and one-half (1½) for hours worked in excess of eight (8) hours per day (Article 10,
43 Overtime Compensation).

1 C. WORK SCHEDULE

2
3 Employees shall be scheduled to work a shift with regular starting and ending times. Copies of
4 work schedules for employees covered by this AGREEMENT shall be furnished to the
5 President of the ASSOCIATION upon her/his written request.
6

7 The ASSOCIATION and the BOARD agree to meet and consult when permanent changes in
8 existing work schedules are contemplated.
9

10 D. REST BREAK

11
12 A rest break of fifteen (15) minutes maximum duration will be granted to all employees during
13 the first four hours of a work shift, provided however that it shall not be taken within one hour
14 of the lunch break. The rest break may be omitted if emergency or unusual conditions prevail.
15 Part time employees are not eligible for breaks if working less than four (4) hours.
16

17 E. ADDITIONAL WORK FOR PART-TIME EMPLOYEES

18
19 Any part-time employee assigned additional work hours for more than twenty (20) consecutive
20 workdays shall receive insurance benefits and shall accrue vacation/sick leave in proportion to
21 the additional hours. This does not impact standard hours for holiday or vacation pay.
22

23 F. STORM DAYS

24
25 1. Year-Round Employees
26

27 a) (i) Year-round employees are expected to report to work on storm days when student
28 classes are cancelled unless directed otherwise by the Superintendent/designee.
29 On a case-by-case basis, year-round employees may be permitted to work at home
30 on storm days at the discretion of their supervisor.
31

32 (ii) If there are bona fide reasons that prevent a year-round employee from reporting
33 to work on a designated work day (such as child care issues or hazardous road
34 conditions), the employee may utilize available personal days, accrued comp.
35 time, or vacation days. In such circumstances, the employee shall notify his/her
36 supervisor of his/her absence in a timely fashion and shall designate his/her
37 election on his/her time card. The notice requirements for personal leave and
38 vacation leave shall be waived.
39

40 b) If year-round employees are directed not to report to work by the
41 Superintendent/designee because of severe/hazardous weather conditions, those
42 employees directed not to report to work shall be paid for their regularly scheduled
43 work day.
44
45
46

1
2 2. School-Year Employees
3

4 School-year employees shall not report to work on storm days when student classes are
5 cancelled and may utilize available personal days, accrued comp. time, or vacation days,
6 with no advance notice required. Employees shall designate such election on their time
7 cards. School-year employees shall not suffer a loss of regularly scheduled pay due to
8 student storm day cancellations, and the Board agrees that it shall make up any lost work
9 prior to the end of the contract year or compensate employees for lost days by June 30.
10

11
12 **ARTICLE 27 – WORKING CONDITIONS**
13

14 The BOARD agrees to continue to provide safety equipment for moving appliances, materials, and
15 other heavy goods. Replacement clothing and safety equipment including footwear will be provided
16 for all unusually dirty or hazardous job assignments. Employees who are required safety footwear
17 may receive reimbursement for purchase of safety footwear up to \$200.00 annually. Employees
18 required to wear safety glasses shall be reimbursed at a reasonable cost not to exceed \$300.
19 Maintenance department employees who use personal tools in the performance of duties for the
20 Portland Public Schools will receive up to \$425.00 annually for the replacement of broken tools.
21 This amount may be increased at the discretion of the Supervisor upon showing that a greater
22 reimbursement is warranted.
23

24
25 **ARTICLE 28 – SAFETY COMMITTEE**
26

27 The SUPERINTENDENT or her/his designee will continue to appoint a committee including
28 representatives from School Department divisions represented by the ASSOCIATION to study
29 safety procedures in the various divisions within forty-five (45) days after the effective date of this
30 AGREEMENT. Such committee shall make advisory recommendations concerning safety
31 procedures within the various divisions.
32

33
34 **ARTICLE 29 – ON-THE-JOB INJURIES**
35

36 It is the goal of the BOARD to assist injured workers to return to the positions they held at the time
37 of their injuries, which will be referred to as “Regular Work.” To that end, the BOARD has defined
38 specific work assignments or "Transitional Work" that will be made available to those injured
39 workers who, in the judgment of the BOARD, will probably be able to return to the positions they
40 held at the time of their injuries. This decision will be based in part on information provided by
41 health care professionals.
42

43 “Transitional Work” will be made available to injured workers of the ASSOCIATION who have
44 sustained injuries arising out of and in the course of their employment with the BOARD when
45 medical evidence demonstrates that participation in “Transitional Work” will assist the injured

1 employee to return to “Regular Work.” Injured workers will be eligible for placement in the
2 “Transitional Work” program for a period of up to three (3) years after the date of initial injury.

3
4 Before an employee who has sustained an injury arising out of and in the course of her/his
5 employment may be eligible for this program, the employee and the BOARD must execute an
6 agreement that includes the following non-exclusive conditions:

- 7
8 A. The employee agrees to the provisions of this “Transitional Work” program and has reviewed
9 this document;
10
11 B. The employee agrees that if at the conclusion of this “Transitional Work” period, she/he returns
12 to “Regular Work,” and is earning wages equal to or greater than those earned at the time of the
13 injury, she/he will execute a discontinuance of benefits, relieve the BOARD of any further
14 obligation to make Workers Compensation weekly benefit payments at that time and execute
15 any documents required by the applicable law to establish the discontinuance of benefits;
16
17 C. If the employee is owed partial compensation upon returning to “Regular Work,” she/he will
18 agree to a modification of payments establishing a fixed rate of partial compensation and
19 execute any documents required by the applicable law to establish the modification of
20 benefits.
21

22 To the extent possible, the BOARD will maintain a list of “Transitional Work” opportunities. The
23 list is not binding on the School Department. In its discretion, based on funding and availability of
24 work, the School Department may expand or narrow the list. Under this program, employees
25 qualified for “Transitional Work” will be permitted to work up to ninety (90) days in a transitional
26 position. If at the end of the ninety (90) day period, the employee has not returned to “Regular
27 Work,” “Transitional Work” will no longer be available unless further medical evidence is
28 presented that demonstrates that a further period of “Transitional Work” will enable the employee to
29 return to “Regular Work.” If such evidence is provided, the BOARD may offer additional periods
30 of “Transitional Work” at any time during the period of disability described above.
31

32 If, during the course of the “Transitional Work,” it becomes evident to the BOARD that the injured
33 worker probably will not be able to return to “Regular Work” within the three (3) year period from
34 initial date of injury, “Transitional Work” will no longer be made available to them. Those
35 employees will then be subject to the rehabilitation provisions of the Maine Workers Compensation
36 Act. (39 M.R.S.A. Sec. 81 et seq.).
37
38

39 **ARTICLE 30 – DISCIPLINARY PROCEDURES**

40
41 The BOARD may adopt disciplinary rules and work rules, which will be posted from time to time
42 during the duration of this AGREEMENT.
43

44 All reprimands, reductions in compensation, suspensions, demotions, or discharges of any employee
45 who has completed her/his probationary period shall be for just cause (including, but not limited to,
46 violations of any rules adopted as provided above) and written notice of the reasons for such

1 action(s) shall be stated, in writing, to the employee affected within five (5) work days after the
2 effective date of the action. Such notice shall be mailed or hand delivered within the said period to
3 the President of the ASSOCIATION. For the purposes of mailing, the latest address of said
4 employee or said President as contained in the BOARD's records shall be deemed sufficient.

5
6 Employees shall have the right to representation by the ASSOCIATION at meetings where they
7 will be disciplined or there is potential for discipline. The employee will be notified by the
8 administration in writing of her/his right to representation by the ASSOCIATION and the reason for
9 such meeting twenty-four (24) hours prior to any discipline action unless the situation involves a
10 civil or criminal matter.

11
12 Employees who have not completed twelve (12) months of employment shall be considered
13 probationary employees and may be terminated at the sole discretion of the BOARD.

14
15 All disciplinary proceedings shall be conducted discreetly. Record of any action shall be maintained
16 in the official personnel file of the employee maintained by Human Resources at its central office
17 location.

18
19
20 **ARTICLE 31 – SENIORITY ELIMINATION OF POSITIONS**

21
22 For the purposes of this Article, "seniority" shall mean as follows:

23
24 Seniority shall mean total length of aggregate employment by Portland Public Schools in any
25 position covered by this Agreement commencing with the date the employee has been most recently
26 hired. Any employee who changes positions in B.A.S.E. will carry their seniority with them.

27
28 Those employees whose WORK YEAR is less than twelve (12) months and/or their WORKWEEK
29 is less than thirty (30) hours accrue seniority in the proportion that their WORK YEAR bears to the
30 twelve (12) months and/or their WORKWEEK bears to forty (40) hours.

31
32 Those employees whose WORK YEAR is less than twelve (12) months and/or their WORKWEEK
33 is less than thirty (30) hours shall be eligible to bump only employees with the same or less WORK
34 YEAR or WORKWEEK. Full time/Full year employees may displace an employee whose WORK
35 YEAR is less than twelve (12) months and/or WORKWEEK is less than thirty (30) hours.

36
37 In the event that two (2) or more employees have the same length of continuous employment, the
38 employee or employees with the greater or greatest total employment with the BOARD shall be
39 deemed the more or most senior.

40
41 In the event that the BOARD decides to eliminate positions, the layoff of employees will be as
42 follows:

43
44 A. The employee in the classification where the position is eliminated who has the least seniority
45 relative to other employees in that classification shall be terminated.

- 1 B. However, if at the time the position is eliminated, the employee notifies Human Resources of
2 her/his election to use her/his seniority rights relative to other employees in the bargaining unit,
3 the employee may displace the employee with the least seniority in any lower classification
4 which the employee has previously held satisfactorily, or which is a lower classification in the
5 normal line of progression, provided in either event that the employee has the ability and
6 qualifications to perform the work of the employee he/she displaces.
7
- 8 C. If at the time of displacement in accordance with B above the employee notifies Human
9 Resources of her/his intention to return to the first available position for which he/she is
10 qualified, by experience and ability, Human Resources shall notify the employee of the
11 availability of any such position for a period not to exceed fourteen (14) months.
12
- 13 D. The President of B.A.S.E. shall be notified in writing as to the name(s) and classification(s) of
14 the employee(s) terminated in accordance with this Article.
15
- 16 E. No employee shall gain as the result of an elimination of positions in accordance with this
17 Article.
18
- 19 F. RECALL
- 20 1. The Human Resources Office shall establish a recall list of laid-off employees who have
21 completed their twelve (12) month probationary period. A non-probationary employee
22 laid off pursuant to this Article shall retain the right to recall to the first available position
23 within his/her classification from which he/she was laid off and is qualified for a period
24 of fifteen (15) months from the effective date of the layoff. For this purpose, it shall be
25 the employee's responsibility to keep Human Resources advised of his/her current
26 address. Notice of recall will be given by certified mail, return receipt requested, to the
27 last address given to the Human Resources office by the employee, and a copy shall also
28 be provided to the ASSOCIATION.
- 29 2. An employee who is laid off will remain on the recall list for fifteen (15) months unless
30 the employee:
- 31 a) fails to respond to the recall notice within ten (10) calendar days of its postmark, or
32 b) resigns in writing, or
33 c) refuses to accept recall.
- 34 3. An employee re-employed within fifteen (15) months of the effective date of layoff shall
35 retain his/her seniority and all benefits accumulated prior to the layoff. The employee
36 recalled within the fifteen (15) month period shall be placed on the wage step reflecting
37 his/her wage obtained prior to layoff.
38
39

ARTICLE 32 – JOB CLASSIFICATION AND JOB DESCRIPTION

40 The BOARD and ASSOCIATION agree to establish a committee to review and as necessary
41 revise bargaining unit job descriptions, establishing job requirements duties, qualifications and
42
43

1 certification requirements. The Job Classification Committee will review and evaluate jobs in
2 accordance with agreed upon procedures.

3 An employee may make request for review of her/his position. The Job Classification Committee
4 will make every effort to respond within six (6) weeks of receipt of the job description questionnaire
5 by Human Resources. The employee(s) will be notified if the review will not be completed in six
6 (6) weeks.

7
8 The effective date of any changes in classification will be date of review or six (6) weeks after
9 receipt of questionnaire, whichever is earlier.

10
11 Employees shall receive a copy of her/his job description at the time of hire. Job descriptions for all
12 active classifications listed in Appendix A shall be printed and made available to the
13 ASSOCIATION.

14
15 While the BOARD has the right to change or modify job descriptions, the BOARD agrees to meet
16 and consult with the ASSOCIATION prior to formalizing any such changes or modifications.

17
18
19 **ARTICLE 33 – PERSONNEL FILES**

20
21 A. The BOARD shall maintain, for official purposes, one (1) personnel file for each employee.
22 This file shall be kept under conditions that ensure its integrity and safekeeping and shall
23 contain copies of personnel forms, official correspondence to and/or from the employee,
24 written evaluations and other appropriate material relating to the individual's employment.

25
26 B. Employees shall be sent a copy of all material, excluding payroll and related forms that may
27 be utilized for normal conduct of business, placed in the file within a reasonable time frame
28 of placement of the document in the file. An employee shall have the right to submit a
29 written response to any material placed in the personnel file. This written response shall be
30 attached to the appropriate material and filed contiguously with the same materials at the
31 same time the material is placed in the file. Anonymous or unattributed material shall not be
32 placed in the file.

33
34 C. Employees and designated ASSOCIATION representatives shall have the right to examine
35 the file of the employee in the presence of the file's custodian, or that individual's designee
36 during the normal business hours of the office in which the file is kept, along with the
37 authorization of the employee and with twenty four (24) hours advance notice.

38
39 D. No person other than the employee the BOARD when acting as a collective body, or the
40 employee's administrators shall have access to the employee's personnel file unless specific
41 written authorization is granted by the employee.

42
43 E. After a period of five (5) years, an employee may request that written reprimands be removed
44 from her/his official personnel file maintained by Human Resources at its Central Office
45 location. The decision as to whether the material will be removed rests with the
46 SUPERINTENDENT or her/his designee.

1 **ARTICLE 34 – PERFORMANCE EVALUATION**

2
3 The BOARD agrees to continue in the development and design of evaluation instruments for unit
4 employees including the associated processes and procedures that will be required in the
5 administration of the evaluation program, with the assistance of the ASSOCIATION. The
6 BOARD shall meet with the ASSOCIATION representatives selected by the President to review
7 and refine the evaluation instrument and procedures, understanding that final adoption and
8 implementation rests with the BOARD.
9

10
11 **ARTICLE 35 – PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT**

- 12
- 13 A. During negotiations, the BOARD and the ASSOCIATION will present relevant data, exchange
14 points of view and make proposals and counter-proposals. The BOARD will make available to
15 the ASSOCIATION for inspection relevant but non-confidential cost and statistical data which
16 the ASSOCIATION may need in order to develop, analyze and/or evaluate proposals and/or
17 counter-proposals concerning negotiable subjects but there will be no obligation on the part of
18 the BOARD to prepare any records or summaries not already in existence. The
19 ASSOCIATION’s request for inspection will not be unreasonable. Either party may, if it so
20 desires, utilize the service of outside consultants and may call upon professional and lay
21 representatives to assist it either at or outside of the negotiation sessions. At the conclusion of
22 negotiations, all agreements reached during negotiations will be reduced to writing and signed
23 by the BOARD and the ASSOCIATION.
24
 - 25 B. Despite reference in this Article to the BOARD or the ASSOCIATION as such, each shall
26 have the right to act hereunder by BOARD (which BOARD will not exceed nine in number),
27 individual member, or designated representative, whether or not a member. Each party will
28 provide to the other, upon request, a written statement indicating the person or persons so
29 authorized to act in its behalf at any particular point in time. The person or persons so authorized
30 to act will be authorized to act in regard to all aspects of negotiation, it being the mutual
31 intention that neither party will be required to negotiate with respect to different subjects with
32 different persons representing the other party.
33
 - 34 C. All written notices to the ASSOCIATION or BOARD respectively will be deemed to have been
35 properly given if delivered to the President of the ASSOCIATION and to the
36 SUPERINTENDENT of Portland Public Schools respectively.
37
 - 38 D. Nothing herein contained will be deemed to affect or authorize negotiations or requests for
39 changes in the provisions of the Agreement of which this Article is a part.
40

41
42 **ARTICLE 36 – TERM OF AGREEMENT**

43
44 This Agreement shall govern the rights of the parties from July 1, 2017, until and including June 30,
45 2020.
46

1 ARTICLE 37 – EMBODIMENT OF AGREEMENT

2
3 This Agreement incorporates the entire understanding of the parties on all matters contained herein.
4 Neither party shall be required to negotiate on any such matter during the life of the Agreement.
5
6

7 ARTICLE 38 – SAVINGS CLAUSE

8
9 If any provision of this Agreement shall be contrary to any law, such invalidity shall not affect the
10 validity of the remaining provisions.
11

12 ARTICLE 39 – NEGOTIATION OF NEW PAY RATES

13
14
15 It is mutually understood that this Agreement may be reopened in order to add new job
16 classifications and to negotiate and add pay scales for the new classifications.
17

18
19 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and
20 year written below.
21

22
23 PORTLAND BOARD OF PUBLIC EDUCATION OF THE CITY OF PORTLAND
24

25
26
27 By: Anna Trevorrow 1.10.18
28 Chair Date
29

30
31 THE BENEFIT ASSOCIATION OF SCHOOL EMPLOYEES
32

33
34
35 By: Elizabeth M. Byers 12/19/2017
36 President Date

SIDE LETTER 1 – LABOR MANAGEMENT COMMITTEE

The ASSOCIATION and 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 to ASSOCIATION and Management. The committee will be equally represented by the ASSOCIATION and the BOARD. ASSOCIATION members will be selected by the President of the ASSOCIATION; BOARD members will be selected by the SUPERINTENDENT or her/his designee

SIDE LETTER 2 – YEAR-ROUND BUS DRIVERS

Effective September 1, 2004, there will be seven (7) forty (40) hour and eight (8) twenty-five (25) hour year-round bus driver positions. Those employees who work the summer of 2004 will be paid the Fourth of July Holiday and will receive vacation and sick accrual to be effective as of August 31, 2004.

The BOARD and ASSOCIATION agree to review and discuss full year scheduling of staff.

SIDE LETTER 3 – PILOT PROGRAM/SUB-CONTRACTING/MAINTENANCE DEPARTMENT

During the period of July 1, 2017, through June 30, 2020, the BOARD may contract services for the maintenance department subject to the following:

1. The parties shall meet upon request to review the use of sub-contracting from an efficient and economical basis, and all necessary information will be provided upon request.
2. The BOARD agrees that subcontracting bargaining unit work shall not cause the discharge or layoff of any current maintenance department member of the bargaining unit or cause the elimination of any bargaining unit position within the maintenance department currently held by a bargaining unit member.
3. This side letter does not restrict the BOARD's right to continue its practice of contracting for services for specialized work or services, installation or use of specialized equipment, special projects, work incidental to the bargaining unit, to supplement work performed by the bargaining unit, and/or to accommodate temporary and/or unexpected increases in work load, provided it does not cause the layoff of maintenance employees in the bargaining unit.

SIDE LETTER 4 – VAN DRIVERS WITH CDL LICENSE

Any van driver who has a current CDL License and is available and willing to drive a bus for the District shall receive the bus driver rate for hours worked as a van driver.

SIDE LETTER 5 – HR SECRETARY/RECEPTIONIST

The Portland Board of Public Education (Board) and the Benefit Association of School Employees (BASE) agree that any administrative assistants working in the Human Resources Department shall be excluded from the bargaining unit and shall be considered confidential employees. When an HR administrative assistant performs receptionist work in the Central Office, he/she shall not be considered a bargaining unit employee. This agreement does not set a precedent for any other receptionist position within the Portland Public School and shall not erode bargaining unit work.

APPENDIX A – WAGE SCALES

(2017-18: 1% plus steps for one additional year of experience on revised scale)

| BASE Effective July 1, 2017 - June 30, 2018 SHIFT 1 | | | | | | | | | | | | |
|--|-------|-------|-------|-------|-------|-------|-------|-------|--------|--------|--------|-------|
| | Start | 1 YR | 2 YRS | 3 YRS | 4 YRS | 5 YRS | 7 YRS | 9 YRS | 11 YRS | 13 YRS | 15 YRS | VALUE |
| Grade | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | STEP |
| 5 | 12.74 | 13.14 | 13.53 | 13.94 | 14.33 | 14.73 | 15.13 | 15.52 | 15.92 | 16.32 | 16.73 | 0.4 |
| 6 | 13.32 | 13.76 | 14.19 | 14.62 | 15.05 | 15.47 | 15.91 | 16.33 | 16.77 | 17.20 | 17.62 | 0.43 |
| 7 | 13.95 | 14.40 | 14.87 | 15.33 | 15.80 | 16.26 | 16.73 | 17.19 | 17.65 | 18.11 | 18.57 | 0.46 |
| 8 | 14.58 | 15.09 | 15.58 | 16.09 | 16.59 | 17.09 | 17.58 | 18.08 | 18.58 | 19.09 | 19.59 | 0.5 |
| 9 | 15.27 | 15.81 | 16.34 | 16.88 | 17.42 | 17.96 | 18.49 | 19.03 | 19.56 | 20.10 | 20.63 | 0.53 |
| 10 | 15.97 | 16.55 | 17.13 | 17.73 | 18.30 | 18.88 | 19.45 | 20.03 | 20.60 | 21.18 | 21.76 | 0.57 |
| 11 | 16.73 | 17.34 | 17.96 | 18.57 | 19.21 | 19.84 | 20.45 | 21.07 | 21.68 | 22.31 | 22.94 | 0.61 |
| 12 | 17.48 | 18.16 | 18.83 | 19.49 | 20.16 | 20.84 | 21.50 | 22.17 | 22.84 | 23.51 | 24.18 | 0.66 |
| 13 | 21.10 | 21.93 | 22.73 | 23.58 | 24.39 | 25.23 | 26.04 | 26.85 | 27.67 | 28.48 | 29.30 | 0.82 |
| 14 | 23.64 | 24.60 | 25.54 | 26.52 | 27.46 | 28.38 | 29.34 | 30.28 | 31.20 | 32.13 | 33.09 | 0.95 |

| BASE Effective July 1, 2017 - June 30, 2018 SHIFT 2 | | | | | | | | | | | | |
|--|-------|-------|-------|-------|-------|-------|-------|-------|--------|--------|--------|-------|
| | Start | 1 YR | 2 YRS | 3 YRS | 4 YRS | 5 YRS | 7 YRS | 9 YRS | 11 YRS | 13 YRS | 15 YRS | VALUE |
| Grade | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | STEP |
| 5 | 13.40 | 13.80 | 14.20 | 14.59 | 15.00 | 15.38 | 15.79 | 16.19 | 16.58 | 16.98 | 17.38 | 0.4 |
| 6 | 13.99 | 14.41 | 14.85 | 15.28 | 15.72 | 16.14 | 16.57 | 16.99 | 17.42 | 17.86 | 18.29 | 0.43 |
| 7 | 14.61 | 15.07 | 15.53 | 15.99 | 16.45 | 16.92 | 17.38 | 17.85 | 18.32 | 18.79 | 19.25 | 0.46 |
| 8 | 15.25 | 15.76 | 16.25 | 16.76 | 17.26 | 17.76 | 18.26 | 18.76 | 19.26 | 19.77 | 20.27 | 0.5 |
| 9 | 15.93 | 16.46 | 17.00 | 17.53 | 18.08 | 18.61 | 19.15 | 19.68 | 20.23 | 20.78 | 21.31 | 0.53 |
| 10 | 16.63 | 17.22 | 17.80 | 18.38 | 18.96 | 19.53 | 20.11 | 20.68 | 21.26 | 21.86 | 22.43 | 0.57 |
| 11 | 17.38 | 18.00 | 18.61 | 19.25 | 19.88 | 20.49 | 21.11 | 21.73 | 22.36 | 22.98 | 23.59 | 0.61 |
| 12 | 18.15 | 18.83 | 19.48 | 20.15 | 20.84 | 21.49 | 22.16 | 22.84 | 23.50 | 24.17 | 24.84 | 0.66 |
| 13 | 21.76 | 22.58 | 23.40 | 24.24 | 25.06 | 25.90 | 26.69 | 27.51 | 28.33 | 29.14 | 29.96 | 0.82 |
| 14 | 24.30 | 25.26 | 26.20 | 27.19 | 28.13 | 29.05 | 30.01 | 30.94 | 31.87 | 32.78 | 33.74 | 0.95 |

| BASE Effective July 1, 2017 - June 30, 2018 SHIFT 3 | | | | | | | | | | | | |
|--|-------|-------|-------|-------|-------|-------|-------|-------|--------|--------|--------|-------|
| | Start | 1 YR | 2 YRS | 3 YRS | 4 YRS | 5 YRS | 7 YRS | 9 YRS | 11 YRS | 13 YRS | 15 YRS | VALUE |
| Grade | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | STEP |
| 5 | 13.76 | 14.16 | 14.55 | 14.95 | 15.35 | 15.75 | 16.14 | 16.53 | 16.94 | 17.34 | 17.75 | 0.4 |
| 6 | 14.34 | 14.78 | 15.21 | 15.64 | 16.07 | 16.49 | 16.93 | 17.35 | 17.79 | 18.22 | 18.63 | 0.43 |
| 7 | 14.96 | 15.42 | 15.89 | 16.35 | 16.82 | 17.28 | 17.75 | 18.21 | 18.67 | 19.13 | 19.59 | 0.46 |
| 8 | 15.60 | 16.11 | 16.60 | 17.11 | 17.61 | 18.10 | 18.60 | 19.10 | 19.60 | 20.11 | 20.61 | 0.5 |
| 9 | 16.29 | 16.83 | 17.36 | 17.90 | 18.44 | 18.98 | 19.51 | 20.05 | 20.58 | 21.12 | 21.65 | 0.53 |
| 10 | 16.99 | 17.56 | 18.15 | 18.75 | 19.32 | 19.90 | 20.47 | 21.05 | 21.62 | 22.20 | 22.78 | 0.57 |
| 11 | 17.75 | 18.36 | 18.98 | 19.59 | 20.23 | 20.86 | 21.47 | 22.09 | 22.70 | 23.33 | 23.96 | 0.61 |
| 12 | 18.50 | 19.18 | 19.85 | 20.51 | 21.18 | 21.86 | 22.52 | 23.19 | 23.86 | 24.53 | 25.20 | 0.66 |
| 13 | 22.12 | 22.95 | 23.75 | 24.60 | 25.41 | 26.25 | 27.05 | 27.87 | 28.69 | 29.50 | 30.32 | 0.82 |
| 14 | 24.66 | 25.62 | 26.56 | 27.54 | 28.48 | 29.40 | 30.36 | 31.30 | 32.22 | 33.15 | 34.11 | 0.95 |

WAGE SCALES (cont.)

(2018-19: 1.5% plus steps for one additional year of experience)

| BASE Effective July 1, 2018 - June 30, 2019 SHIFT 1 | | | | | | | | | | | | |
|--|-------|-------|-------|-------|-------|-------|-------|-------|--------|--------|--------|-------|
| | Start | 1 YR | 2 YRS | 3 YRS | 4 YRS | 5 YRS | 7 YRS | 9 YRS | 11 YRS | 13 YRS | 15 YRS | VALUE |
| Grade | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | STEP |
| 5 | 12.93 | 13.34 | 13.74 | 14.15 | 14.55 | 14.95 | 15.36 | 15.76 | 16.16 | 16.57 | 16.98 | 0.4 |
| 6 | 13.52 | 13.96 | 14.40 | 14.84 | 15.27 | 15.71 | 16.15 | 16.58 | 17.02 | 17.46 | 17.89 | 0.43 |
| 7 | 14.16 | 14.62 | 15.09 | 15.56 | 16.03 | 16.50 | 16.98 | 17.45 | 17.92 | 18.38 | 18.85 | 0.46 |
| 8 | 14.80 | 15.32 | 15.82 | 16.33 | 16.84 | 17.35 | 17.85 | 18.35 | 18.86 | 19.38 | 19.89 | 0.5 |
| 9 | 15.50 | 16.04 | 16.59 | 17.13 | 17.68 | 18.23 | 18.77 | 19.31 | 19.86 | 20.40 | 20.94 | 0.53 |
| 10 | 16.21 | 16.80 | 17.39 | 17.99 | 18.58 | 19.16 | 19.74 | 20.33 | 20.91 | 21.50 | 22.08 | 0.57 |
| 11 | 16.98 | 17.60 | 18.23 | 18.85 | 19.50 | 20.13 | 20.76 | 21.38 | 22.01 | 22.65 | 23.28 | 0.61 |
| 12 | 17.75 | 18.43 | 19.11 | 19.79 | 20.46 | 21.15 | 21.83 | 22.50 | 23.18 | 23.87 | 24.54 | 0.66 |
| 13 | 21.42 | 22.26 | 23.07 | 23.94 | 24.76 | 25.61 | 26.43 | 27.25 | 28.09 | 28.91 | 29.74 | 0.82 |
| 14 | 24.00 | 24.97 | 25.93 | 26.92 | 27.87 | 28.81 | 29.78 | 30.73 | 31.67 | 32.61 | 33.58 | 0.95 |

| BASE Effective July 1, 2018 - June 30, 2019 SHIFT 2 | | | | | | | | | | | | |
|--|-------|-------|-------|-------|-------|-------|-------|-------|--------|--------|--------|-------|
| | Start | 1 YR | 2 YRS | 3 YRS | 4 YRS | 5 YRS | 7 YRS | 9 YRS | 11 YRS | 13 YRS | 15 YRS | VALUE |
| Grade | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | STEP |
| 5 | 13.60 | 14.00 | 14.41 | 14.81 | 15.22 | 15.61 | 16.02 | 16.43 | 16.83 | 17.23 | 17.64 | 0.4 |
| 6 | 14.20 | 14.63 | 15.07 | 15.51 | 15.95 | 16.38 | 16.82 | 17.24 | 17.68 | 18.12 | 18.57 | 0.43 |
| 7 | 14.83 | 15.30 | 15.77 | 16.23 | 16.70 | 17.17 | 17.64 | 18.11 | 18.60 | 19.07 | 19.54 | 0.46 |
| 8 | 15.48 | 15.99 | 16.49 | 17.01 | 17.52 | 18.02 | 18.53 | 19.04 | 19.55 | 20.06 | 20.57 | 0.5 |
| 9 | 16.17 | 16.71 | 17.25 | 17.80 | 18.35 | 18.89 | 19.44 | 19.98 | 20.53 | 21.09 | 21.63 | 0.53 |
| 10 | 16.88 | 17.48 | 18.06 | 18.66 | 19.24 | 19.83 | 20.41 | 21.00 | 21.58 | 22.18 | 22.77 | 0.57 |
| 11 | 17.64 | 18.27 | 18.89 | 19.54 | 20.17 | 20.80 | 21.43 | 22.05 | 22.70 | 23.32 | 23.95 | 0.61 |
| 12 | 18.42 | 19.11 | 19.78 | 20.45 | 21.15 | 21.82 | 22.49 | 23.18 | 23.86 | 24.53 | 25.21 | 0.66 |
| 13 | 22.08 | 22.92 | 23.75 | 24.60 | 25.43 | 26.28 | 27.09 | 27.93 | 28.76 | 29.58 | 30.41 | 0.82 |
| 14 | 24.67 | 25.64 | 26.59 | 27.60 | 28.55 | 29.48 | 30.46 | 31.40 | 32.34 | 33.28 | 34.25 | 0.95 |

| BASE Effective July 1, 2018 - June 30, 2019 SHIFT 3 | | | | | | | | | | | | |
|--|-------|-------|-------|-------|-------|-------|-------|-------|--------|--------|--------|-------|
| | Start | 1 YR | 2 YRS | 3 YRS | 4 YRS | 5 YRS | 7 YRS | 9 YRS | 11 YRS | 13 YRS | 15 YRS | VALUE |
| Grade | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | STEP |
| 5 | 13.96 | 14.37 | 14.77 | 15.17 | 15.58 | 15.98 | 16.38 | 16.78 | 17.19 | 17.60 | 18.01 | 0.4 |
| 6 | 14.56 | 15.00 | 15.44 | 15.88 | 16.31 | 16.74 | 17.18 | 17.61 | 18.05 | 18.49 | 18.91 | 0.43 |
| 7 | 15.18 | 15.65 | 16.13 | 16.60 | 17.07 | 17.54 | 18.01 | 18.48 | 18.96 | 19.42 | 19.89 | 0.46 |
| 8 | 15.84 | 16.35 | 16.85 | 17.37 | 17.88 | 18.37 | 18.88 | 19.39 | 19.90 | 20.41 | 20.92 | 0.5 |
| 9 | 16.54 | 17.08 | 17.62 | 18.17 | 18.72 | 19.26 | 19.81 | 20.35 | 20.89 | 21.44 | 21.98 | 0.53 |
| 10 | 17.24 | 17.83 | 18.42 | 19.03 | 19.61 | 20.20 | 20.78 | 21.36 | 21.95 | 22.53 | 23.12 | 0.57 |
| 11 | 18.01 | 18.64 | 19.26 | 19.89 | 20.53 | 21.17 | 21.79 | 22.42 | 23.05 | 23.68 | 24.32 | 0.61 |
| 12 | 18.78 | 19.47 | 20.14 | 20.82 | 21.50 | 22.18 | 22.86 | 23.54 | 24.21 | 24.90 | 25.58 | 0.66 |
| 13 | 22.45 | 23.29 | 24.10 | 24.97 | 25.79 | 26.64 | 27.45 | 28.28 | 29.12 | 29.94 | 30.78 | 0.82 |
| 14 | 25.03 | 26.01 | 26.96 | 27.96 | 28.91 | 29.84 | 30.82 | 31.77 | 32.70 | 33.65 | 34.62 | 0.95 |

WAGE SCALES (cont.)

(2019-20 - 1.5% plus steps for one additional year of experience)

| BASE Effective July 1, 2019 - June 30, 2020 SHIFT 1 | | | | | | | | | | | | |
|--|-------|-------|-------|-------|-------|-------|-------|-------|--------|--------|--------|-------|
| | Start | 1 YR | 2 YRS | 3 YRS | 4 YRS | 5 YRS | 7 YRS | 9 YRS | 11 YRS | 13 YRS | 15 YRS | VALUE |
| Grade | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | STEP |
| 5 | 13.12 | 13.54 | 13.94 | 14.36 | 14.77 | 15.17 | 15.59 | 15.99 | 16.40 | 16.81 | 17.23 | 0.4 |
| 6 | 13.72 | 14.17 | 14.62 | 15.07 | 15.50 | 15.94 | 16.39 | 16.83 | 17.27 | 17.72 | 18.16 | 0.43 |
| 7 | 14.37 | 14.84 | 15.32 | 15.80 | 16.27 | 16.75 | 17.23 | 17.71 | 18.19 | 18.66 | 19.14 | 0.46 |
| 8 | 15.03 | 15.55 | 16.06 | 16.58 | 17.10 | 17.61 | 18.12 | 18.63 | 19.15 | 19.67 | 20.19 | 0.5 |
| 9 | 15.73 | 16.28 | 16.84 | 17.39 | 17.95 | 18.50 | 19.05 | 19.60 | 20.16 | 20.71 | 21.26 | 0.53 |
| 10 | 16.45 | 17.05 | 17.65 | 18.26 | 18.85 | 19.45 | 20.04 | 20.63 | 21.23 | 21.82 | 22.41 | 0.57 |
| 11 | 17.23 | 17.87 | 18.50 | 19.14 | 19.79 | 20.44 | 21.07 | 21.71 | 22.34 | 22.99 | 23.63 | 0.61 |
| 12 | 18.01 | 18.71 | 19.40 | 20.08 | 20.77 | 21.47 | 22.15 | 22.84 | 23.53 | 24.22 | 24.91 | 0.66 |
| 13 | 21.74 | 22.59 | 23.41 | 24.30 | 25.13 | 25.99 | 26.82 | 27.66 | 28.51 | 29.34 | 30.19 | 0.82 |
| 14 | 24.36 | 25.35 | 26.31 | 27.32 | 28.29 | 29.24 | 30.23 | 31.20 | 32.14 | 33.10 | 34.09 | 0.95 |

| BASE Effective July 1, 2019 - June 30, 2020 SHIFT 2 | | | | | | | | | | | | |
|--|-------|-------|-------|-------|-------|-------|-------|-------|--------|--------|--------|-------|
| | Start | 1 YR | 2 YRS | 3 YRS | 4 YRS | 5 YRS | 7 YRS | 9 YRS | 11 YRS | 13 YRS | 15 YRS | VALUE |
| Grade | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | STEP |
| 5 | 13.81 | 14.21 | 14.63 | 15.04 | 15.45 | 15.85 | 16.26 | 16.68 | 17.09 | 17.49 | 17.91 | 0.4 |
| 6 | 14.41 | 14.85 | 15.30 | 15.74 | 16.19 | 16.63 | 17.08 | 17.50 | 17.95 | 18.40 | 18.84 | 0.43 |
| 7 | 15.06 | 15.52 | 16.00 | 16.47 | 16.95 | 17.43 | 17.91 | 18.39 | 18.88 | 19.35 | 19.83 | 0.46 |
| 8 | 15.71 | 16.23 | 16.74 | 17.26 | 17.78 | 18.29 | 18.81 | 19.32 | 19.84 | 20.36 | 20.88 | 0.5 |
| 9 | 16.41 | 16.96 | 17.51 | 18.06 | 18.63 | 19.18 | 19.73 | 20.28 | 20.84 | 21.40 | 21.96 | 0.53 |
| 10 | 17.14 | 17.74 | 18.33 | 18.94 | 19.53 | 20.12 | 20.72 | 21.31 | 21.90 | 22.52 | 23.11 | 0.57 |
| 11 | 17.91 | 18.54 | 19.18 | 19.83 | 20.48 | 21.11 | 21.75 | 22.38 | 23.04 | 23.67 | 24.31 | 0.61 |
| 12 | 18.70 | 19.40 | 20.07 | 20.76 | 21.47 | 22.14 | 22.83 | 23.53 | 24.21 | 24.90 | 25.59 | 0.66 |
| 13 | 22.41 | 23.27 | 24.11 | 24.97 | 25.82 | 26.68 | 27.50 | 28.34 | 29.19 | 30.02 | 30.86 | 0.82 |
| 14 | 25.04 | 26.02 | 26.99 | 28.01 | 28.98 | 29.93 | 30.91 | 31.87 | 32.83 | 33.78 | 34.76 | 0.95 |

| BASE Effective July 1, 2019 - June 30, 2020 SHIFT 3 | | | | | | | | | | | | |
|--|-------|-------|-------|-------|-------|-------|-------|-------|--------|--------|--------|-------|
| | Start | 1 YR | 2 YRS | 3 YRS | 4 YRS | 5 YRS | 7 YRS | 9 YRS | 11 YRS | 13 YRS | 15 YRS | VALUE |
| Grade | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | STEP |
| 5 | 14.17 | 14.59 | 14.99 | 15.40 | 15.82 | 16.22 | 16.63 | 17.03 | 17.45 | 17.87 | 18.28 | 0.4 |
| 6 | 14.78 | 15.22 | 15.67 | 16.12 | 16.55 | 16.99 | 17.44 | 17.88 | 18.32 | 18.77 | 19.20 | 0.43 |
| 7 | 15.41 | 15.89 | 16.37 | 16.85 | 17.32 | 17.80 | 18.28 | 18.76 | 19.24 | 19.71 | 20.19 | 0.46 |
| 8 | 16.08 | 16.60 | 17.11 | 17.63 | 18.15 | 18.65 | 19.17 | 19.68 | 20.20 | 20.72 | 21.24 | 0.5 |
| 9 | 16.78 | 17.34 | 17.89 | 18.44 | 19.00 | 19.55 | 20.10 | 20.65 | 21.21 | 21.76 | 22.31 | 0.53 |
| 10 | 17.50 | 18.09 | 18.70 | 19.31 | 19.91 | 20.50 | 21.09 | 21.68 | 22.28 | 22.87 | 23.46 | 0.57 |
| 11 | 18.28 | 18.92 | 19.55 | 20.19 | 20.84 | 21.49 | 22.12 | 22.76 | 23.39 | 24.04 | 24.68 | 0.61 |
| 12 | 19.06 | 19.76 | 20.45 | 21.13 | 21.82 | 22.52 | 23.20 | 23.89 | 24.58 | 25.27 | 25.96 | 0.66 |
| 13 | 22.79 | 23.64 | 24.46 | 25.35 | 26.18 | 27.04 | 27.87 | 28.71 | 29.56 | 30.39 | 31.24 | 0.82 |
| 14 | 25.41 | 26.40 | 27.37 | 28.38 | 29.34 | 30.29 | 31.28 | 32.25 | 33.19 | 34.15 | 35.14 | 0.95 |

B.A.S.E. POSITIONS BY GRADE 2017-2018

| GRADE | POSITION |
|-----------------|---|
| 5 | BUILDING CUSTODIAN II |
| | CAFETERIA WORKER I |
| 6 | CAFETERIA WORKER I - TEAM LEADER |
| 7 | BUS ASSISTANT* |
| | CAFETERIA WORKER II |
| 8 | SECRETARY/RECEPTIONIST |
| 9 | VAN DRIVER* |
| | COOK/BAKER |
| | BUILDING CUSTODIAN III - SHIFT SUPERVISOR |
| 10 | BUILDING CUSTODIAN III - HEAD CUSTODIAN |
| | BUS DRIVER* |
| | CAFETERIA WORKER II - TEAM LEADER |
| | MAINTENANCE MECHANIC |
| 11 | OFFICE SECRETARY |
| | ACCOUNTING SPECIALIST |
| | ASST FOOD SERVICES MANAGER |
| | ASST STATION MANAGER |
| 12 | FOOD SERVICES TECHNICIAN |
| | ADMINISTRATIVE SECRETARY I |
| | CARPENTER |
| | BUILDING CUSTODIAN IV - HEAD CUSTODIAN |
| 13 | HVAC TECHNICIAN II |
| | ADMINISTRATIVE SECRETARY II |
| | CARPENTER/FLOORING MECHANIC |
| | CARPENTER/LOCKSMITH |
| | CARPENTER/WELDER |
| | COMPUTER TECHNICIAN |
| | ELECTRICIAN - JOURNEY |
| | HEAD CARPENTER |
| | FOOD SERVICES MANAGER I |
| PLUMBER JOURNEY | |
| 14 | ELECTRICIAN - MASTER |
| | FOOD SERVICES MANAGER II |
| | TV 3 STATION MANAGER |
| | PLUMBER - MASTER |

*Effective the first pay period following the execution date of this contract, the following pay upgrades shall be implemented:

Bus Assistants from Grade 6 to Grade 7; Van Drivers from Grade 8 to Grade 9; and Bus Drivers from Grade 9 to Grade 10.

B.A.S.E. POSITIONS BY GRADE 2018-2019

| GRADE | POSITION |
|-------|---|
| 5 | CAFETERIA WORKER I |
| 6 | BUILDING CUSTODIAN II* |
| | CAFETERIA WORKER I - TEAM LEADER |
| 7 | BUS ASSISTANT |
| | CAFETERIA WORKER II |
| 8 | SECRETARY/RECEPTIONIST |
| 9 | VAN DRIVER |
| | COOK/BAKER |
| | BUILDING CUSTODIAN III - SHIFT SUPERVISOR |
| 10 | BUILDING CUSTODIAN III - HEAD CUSTODIAN |
| | BUS DRIVER |
| | CAFETERIA WORKER II - TEAM LEADER |
| | MAINTENANCE MECHANIC |
| | OFFICE SECRETARY |
| 11 | ACCOUNTING SPECIALIST |
| | ASST FOOD SERVICES MANAGER |
| | ASST STATION MANAGER |
| | FOOD SERVICES TECHNICIAN |
| 12 | ADMINISTRATIVE SECRETARY I |
| | CARPENTER |
| | BUILDING CUSTODIAN IV - HEAD CUSTODIAN |
| | HVAC TECHNICIAN II |
| 13 | ADMINISTRATIVE SECRETARY II |
| | CARPENTER/FLOORING MECHANIC |
| | CARPENTER/LOCKSMITH |
| | CARPENTER/WELDER |
| | COMPUTER TECHNICIAN |
| | ELECTRICIAN - JOURNEY |
| | HEAD CARPENTER |
| | FOOD SERVICES MANAGER I |
| | PLUMBER JOURNEY |
| 14 | ELECTRICIAN - MASTER |
| | FOOD SERVICES MANAGER II |
| | TV 3 STATION MANAGER |
| | PLUMBER - MASTER |

*Effective 7/1/18, the following pay upgrade shall be implemented:

Building Custodian II from Grade 5 to Grade 6.

B.A.S.E. POSITIONS BY GRADE 2019-2020

| GRADE | POSITION |
|-------|--|
| 5 | CAFETERIA WORKER I |
| 6 | BUILDING CUSTODIAN II |
| | CAFETERIA WORKER I - TEAM LEADER |
| 7 | BUS ASSISTANT |
| | CAFETERIA WORKER II |
| 8 | SECRETARY/RECEPTIONIST |
| 9 | VAN DRIVER |
| | COOK/BAKER |
| 10 | BUILDING CUSTODIAN III - SHIFT SUPERVISOR* |
| | BUS DRIVER |
| | CAFETERIA WORKER II - TEAM LEADER |
| | MAINTENANCE MECHANIC |
| | OFFICE SECRETARY |
| 11 | ACCOUNTING SPECIALIST |
| | ASST FOOD SERVICES MANAGER |
| | ASST STATION MANAGER |
| | BUILDING CUSTODIAN III - HEAD CUSTODIAN* |
| | FOOD SERVICES TECHNICIAN |
| 12 | ADMINISTRATIVE SECRETARY I |
| | CARPENTER |
| | HVAC TECHNICIAN II |
| 13 | ADMINISTRATIVE SECRETARY II |
| | CARPENTER/FLOORING MECHANIC |
| | CARPENTER/LOCKSMITH |
| | CARPENTER/WELDER |
| | BUILDING CUSTODIAN IV - HEAD CUSTODIAN* |
| | COMPUTER TECHNICIAN |
| | ELECTRICIAN - JOURNEY |
| | HEAD CARPENTER |
| | FOOD SERVICES MANAGER I |
| | PLUMBER JOURNEY |
| 14 | ELECTRICIAN - MASTER |
| | FOOD SERVICES MANAGER II |
| | TV 3 STATION MANAGER |
| | PLUMBER - MASTER |

*Effective 7/1/19, the following pay upgrades shall be implemented:

- Building Custodian III – Shift Supervisor from Grade 9 to Grade 10;
- Building Custodian III – Head Custodian from Grade 10 to Grade 11;
- Building Custodian IV – Head Custodian from Grade 12 to Grade 13.

IMPACT AREA CLASSIFICATIONS AND LINE OF PROGRESSION

| Department | Classifications and Line of Progression for Layoff |
|----------------------------|---|
| Accounting | |
| | Accounting Specialist |
| Facilities | |
| | Building Custodian IV – Head Custodian (1) Building Custodian III – Head Custodian (2) Building Custodian III – Shift Supervisor (3) Building Custodian II (4) Building Custodian I (5) |
| | Head Carpenter (1)* |
| | Carpenter/Flooring Mechanic (1)* |
| | Carpenter/Locksmith (1)* |
| | Carpenter/Welder (1)* |
| | Carpenter* (2)* Maintenance Mechanic (3) |
| | Plumber – Master (1) Plumber – Journeyman (2) |
| | Electrician – Master (1) Electrician – Journeyman (2) |
| | HVAC Technician II** |
| Food Services | |
| | Food Services Manager II (1) Food Services Manager I (2) Assistant Food Services Manager (3) |
| | Cafeteria Worker II – Team Leader (1) Cafeteria Worker II (2) Cafeteria Worker I – Team Leader (3) Cafeteria Worker I (4) |
| | Cook/Baker (1) |
| | Food Services Technician (1) |
| Secretarial | |
| | Administrative Secretary II (1) Administrative Secretary I (2) Office Secretary (3) Secretary/Receptionist (4) |
| Technology Services | |
| | Computer Technician |
| Transportation | |
| | Bus Driver (1) |
| | Van Driver (2) |
| | Bus Assistant (3) |

| | |
|------------|--|
| TV3 | |
| | TV3 Station Manager (1) Assistant Station Manager (2) |

*Note – Head Carpenter, Carpenter/Flooring Mechanic, Carpenter/Locksmith, Carpenter/Welder are all independent classifications and are all above the Carpenter and Maintenance Mechanic classifications in the line of progression.

**HVAC Technician II is an independent impact area in the Facilities Department and is not within a line of progression.