

# **Collective Bargaining Agreement**

**Between**

**M.S.A.D. #49**

**Education Association**

**and**

**M.S.A.D #49**

**Board of School Directors**

**for Educational Technician I's and II's**

**2019 – 2022**

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## **PREAMBLE**

This Agreement is entered into by and between the M.S.A.D. #49 Board of Directors (hereinafter referred to as the "Board") and the M.S.A.D. #49 Education Association, MEA/NEA (hereinafter referred to as the "Association").

Whereas, the Board and the Association desire to establish a constructive, cooperative and harmonious relationship; to promote effective learning and quality of work life towards the accomplishment of the missions of the School; and to establish an equitable and peaceful procedure for the resolution of differences; and

WHEREAS, the Board and the Association have reached certain understandings which they desire to confirm in this Agreement. NOW THEREFORE, the parties mutually agree as follows:

## **ARTICLE I RECOGNITION**

The Board recognizes the Association as the sole and exclusive bargaining agent in accordance with the Municipal Public Employees Labor Relations Law, 26 MRSA Ch.9-A §962 for the purpose of negotiating wages, hours and working conditions for a bargaining unit consisting of Educational Technician I's, and II's; excluding all other employees of the District. Employees who work less than full time shall receive prorated benefits based upon time worked compared to full time.

## **ARTICLE II DEFINITIONS**

"Educational Technician I or II" shall be defined employees of the District who perform Educational Technician I or II duties permitted under the Maine Department of Education Regulations.

## **ARTICLE III NEGOTIATION PROCEDURE**

All negotiations will be carried on under the provisions and regulations as contained in Title 26, M.R.S.A., Chapter 9-A. Sections 961 -974, of the Municipal Public Employees Labor Relations Law and its subsequent amendments.

The parties hereby agree that the signed Agreement shall be accepted as written notification of 120-Day notice for all fiscal years during the term of this contract as required under Title 26 MRSA.

## **ARTICLE IV MANAGEMENT RIGHTS**

Except as explicitly limited by a specific written provision of this Agreement, the Board shall continue to have all rights, functions, powers, duties, or authority available to it under law.

**ARTICLE V  
PROBATIONARY PERIOD**

All newly hired employees shall serve a probationary period of one calendar year from his/her date of hire.

**ARTICLE VI  
ASSOCIATION RIGHTS**

- A. The Association shall be permitted to transact official Association business on school property, with prior notice to the proper building administrator, provided this does not interfere or interrupt any normal school operation, subject to the same regulations and charges as governed by other community organizations using such facilities and equipment.
- B. The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building in areas designated for employee use. The Association will be able to use the district mail service, electronic mail, and employee mailboxes for communications to employees. There will be no expectation of privacy in any communication using e-mail.
- C. The Board and the Association recognize the right of any employee to become and remain a member of the Association or to refrain from becoming and/or remaining a member of the Association, and neither party will interfere with any employee in the exercise of that right.
- D. The District agrees to deduct from Educational Technicians' wages, money for local, state and /or national association dues as said Educational Technicians individually and voluntarily authorize the District to deduct, and the District agrees to transmit such dues promptly to the Association after the last pay period of each month. Authorization shall be continuous unless an employee revokes such authorization by giving notice to the Association in writing. The Association shall certify in writing to the District the current rates of local, state and national dues and will give written notice of any changes in dues prior to the effective date of the change. The Association shall indemnify and hold the District harmless against all claims and suits which may arise by reason of making any such deductions to the Association.
- E. The Association President, or President's designee, shall be granted up to twenty-one (21) hours during the regular school year with five (5) days prior notice to the Superintendent, to conduct Association business. The Association will pay for the substitute if one is hired.

**ARTICLE VII  
EMPLOYEE RIGHTS**

- A. **DISCIPLINE:** The Superintendent or his/her designee will follow the principle of progressive discipline as he/she determines the necessity:
  - 1. oral reprimand(s)
  - 2. written reprimand(s)
  - 3. suspension(s) of up to 5 days without pay
  - 4. Discharge

- B. No employee in a non-probationary status shall be disciplined, suspended, or dismissed without just cause.
- C. COMPLAINTS: Any written complaint regarding an Educational Technician that is made to any member of the administration by a parent, a student, or other person shall be promptly investigated and called to the attention of the Educational Technician. The Educational Technician will receive a copy of the complaint and shall be given an opportunity to respond to and/or rebut such complaints and findings. The Educational Technician shall have the right to respond to a complaint in writing and any response will be placed in the Educational Technician's personnel file. The Educational Technician shall have the right to be represented by the Association at all meetings or conferences regarding such complaints.
- D. An Educational Technician may request that, with the Superintendent's approval, items other than evaluations or harassment complaints may be removed from the Educational Technician's personnel file.
- E. NOTICE: The District shall give the following notice to Educational Technicians by the last day of each work year:
  - 1. Notice of reasonable assurance that the employee's individual contract will be renewed for the succeeding school year, or
  - 2. Notice that the employee's individual contract will not be renewed for the succeeding school year.
- F. JOB DESCRIPTIONS: Job Descriptions for Educational Technicians will be available on the District website. All Educational Technicians and the Association will be notified via email when job descriptions are changed or updated.

## **ARTICLE VIII GRIEVANCE PROCEDURE**

### A. PURPOSE

The Board and the Association agree that the purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise affecting employees. These proceedings shall be kept confidential as may be appropriate at all levels.

### B. DEFINITIONS

- 1. A "grievance" is a claim by an Educational Technician or the Association that there has been a violation, inequitable application, misinterpretation, misapplication of this agreement or of established Board policy.
- 2. A "Grievant" is an Education Technician(s) or the Association making a grievance.
- 3. "Days" shall mean working school days during the school year and Monday through Friday during the summer; excluding legal holidays or days the central office is closed.

### C. INFORMAL GRIEVANCE PROCEDURE

Before submitting a formal grievance, the grievant(s) should first attempt to resolve the matter with his/her building principal. If the grievance is not satisfactorily resolved informally, the grievant(s) may submit a formal grievance in writing.

### D. SUBMISSION OF GRIEVANCES

1. A formal grievance shall be submitted in writing within twenty (20) days after the event(s) or condition(s) on which the grievance is based or within twenty (20) days of when the event(s) or condition(s) could reasonably have been known.
2. Grievances shall be signed by the grievant or his/her Association Representative.

### E. FORMAL GRIEVANCE PROCEDURE

#### LEVEL ONE - BUILDING PRINCIPAL

1. In the event satisfactory resolution is not achieved through the informal procedure, the grievant, may present the claim as a formal grievance in writing to his/her Building Principal.
2. The Building Principal shall, within ten (10) days of receipt of the written grievance, meet with the grievant for the purpose of resolving the grievance. Within ten (10) days of the meeting, the Building Principal will render a decision and the reasons therefore in writing to the grievant with a copy to the Association.

#### LEVEL TWO - SUPERINTENDENT OF SCHOOLS

1. If the grievance is not satisfactorily resolved at Level One, the grievant, within ten (10) days after receipt of the Building Principal's written answer at Level One, may appeal the grievance in writing to the Superintendent of Schools at Level Two.
2. The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the grievant and representatives of the Association for the purpose of resolving the grievance.
3. The Superintendent shall, within ten (10) days after the meeting, render his/her decision and the reasons therefore in writing to the grievant and the Association. Should the Superintendent fail to respond within ten (10) days, the grievance will be deemed granted, except in the event of the Superintendent being unavailable due to being on leave.

#### LEVEL THREE - BOARD OF DIRECTORS

1. If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may, within ten (10) days after receiving the Superintendent's response, appeal the grievance to the Board at Level Three.
2. The Board shall meet with the grievant and/or the Association for the purpose of resolving the grievance within thirty (30) days after receipt of the appeal. The Chairman of the Board shall determine whether to schedule any such appeal for an executive session at the next regular Board meeting or at a special meeting. The Board shall issue a written decision and the reasons therefore within ten (10) days after meeting with the grievant and the Association. Should the Board fail to respond within the ten (10) days, the grievance will be deemed granted.

## LEVEL FOUR - IMPARTIAL ARBITRATION

1. In the event a grievance is not satisfactorily resolved at Level Three and the Association determines the grievance has merit, the Association may submit the grievance to arbitration by serving written notice to the Board within ten (10) days after receipt of the Level Three decision. The Superintendent and the Association, or their designees, shall within ten (10) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within ten (10) days, the Parties may call upon the American Arbitration Association or the Labor Relations Connection to select an arbitrator in accordance with its rules.
2. The arbitrator selected shall confer promptly with the representatives of the Board and the Association to schedule the arbitration hearing. The arbitrator shall render his/her decision in writing to the parties, setting forth his/her findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator shall have no power or authority to make a decision that violates the law or the terms of this Agreement. The Parties agree to accept the arbitrator's award as final and binding on the parties, subject to judicial review as provided by law.
3. The costs of the services of the arbitrator shall be shared equally by the Board and the Association.

## F. MISCELLANEOUS

1. The number of days indicated at each step of the formal procedure should be considered as a maximum and an effort should be made to expedite the process. The time limits specified, however, may be extended by written mutual agreement.
2. Except for the decision resulting from arbitration or settlement, all documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. All meetings conducted pursuant to this Article shall be conducted in private or in executive session, except as mutually agreed otherwise by the parties.
4. A grievant may be represented at any level of the grievance procedure only by an Association Representative. Should the grievant decline representation by the Association, the Association will have the right to be present at all stages of the procedure.
5. No reprisals of any kind will be taken by the Board, the Association, their representatives, or the school administration against any Educational Technician because of their participation or non-participation in the grievance procedure.
6. An employee may at any time present his grievance to a supervisor and have such grievance adjusted without the intervention of the Association, so long as the adjustment is not inconsistent with the terms of this agreement and the Association has been given reasonable opportunity to be present at any meeting of the parties called for the resolution of such grievance.
7. The Board shall promptly forward to the Association a copy of any submitted written grievance and any written material accompanying the grievance. This requirement is waived in the case of grievances filed by the Association, or employees who are represented by the Association.

**ARTICLE IX  
WORK YEAR, WORK WEEK AND WORK SCHEDULE**

- A. The work week will mean hours worked Monday through Sunday and shall consist of five consecutive days Monday thru Friday.
- B. The work year for Educational Technicians shall be 180 days for all employees covered by this Agreement. In addition, Educational Technicians will have the opportunity to attend at least one scheduled evening event in his/her building approved by the Building Principal.
- C. The work day will be seven (7) hours exclusive of a one half-hour unpaid duty-free lunch. Any hours beyond the normal work day must be authorized by the Building administrator.
- D. Educational Technicians may be required to perform supervisory duties, in accordance with Maine Department of Education (Maine DOE) and Maine Unified Special Education Rules (MUSER); including playground, bus, lunchroom and such other duties as the building administrator may assign.
- E. Educational Technicians shall be compensated at their regular hourly rate for all hours worked and shall receive additional compensation, based upon their regular hourly rate, for scheduled time worked beyond the normal work day or work year. This does not include Extended Summer Year or work in a job classification outside of this Agreement. All hours worked over forty (40) during a work week shall be compensated at one and one-half (1 1/2) times their regular hourly rate of pay. Overtime must be pre-approved by the administrator. Paid leave or other approved leaves shall not be considered time worked for purposes of computing overtime.
- F. When an Educational Technician's regularly scheduled work day is reduced due to circumstances such as weather or building closure, they shall suffer no loss of pay.

**ARTICLE X  
LEAVES**

A. SICK LEAVE

- 1. Educational Technicians will be credited with the following number days of paid sick leave, based on the number of hours in his/her regular work day. Educational Technicians hired after the start of the school year shall have his/her sick leave prorated based on the number of days remaining in the school year. Sick leave days may be used in hourly increments and shall be available the first scheduled work day of the work year. Unused sick leave shall accumulate from year to year to a total of the following days:

Yearly	Accumulated
• ET I=13	ET I=90
• ET II=15	ET II=184

Educational Technician II's who transfer to the Educational Technician I classification shall maintain the right to accumulate sick leave up to 184 days.

- 2. Sick leave may be used for personal illness or for illness in the immediate family. Immediate family (including step relations) for the purposes of this section are spouse, domestic partner, children, parent, grandparent, grandchild, legal guardian or ward.

3. If the absence exceeds three (3) consecutive working days, is on the employee's last scheduled working day before or the first scheduled working day after a vacation or holiday, the supervisor shall have the right to request a certificate from a medical doctor, certifying the nature of the illness or injury which necessitated the absence, prior to payment for the leave. The Board shall be responsible for payment of any doctor's appointment if necessary to obtain such certification.
4. Educational Technicians who incur a temporary physical disability shall be entitled to utilize accumulated sick leave for the period they are unable to perform their regular duties until sick leave is exhausted. In case of injury covered under the Workers' Compensation Act, an employee may receive from his/her accumulated sick leave the difference between the employee's regular pay and the amount received as Workers' Compensation. The difference shall be charged on a pro-rata basis to the employee's accumulated sick leave and shall cease when the employee's sick leave is exhausted. In no case shall an employee receive more than 100% of his/her regular compensation as the result of a Workers' Compensation claim.
5. The District shall observe State and Federal Statutes and provisions in accordance with the Family Medical Leave Act. Eligible employees taking leave to which he/she is entitled under FMLA will be required to use any paid leave earned under this Agreement for qualifying FMLA leave.
6. Educational Technician's that have been continuously employed with M.S.A.D. #49 for ten (10) years will be paid a lump sum of one-half their per diem rate calculated for the year prior to retirement, for the difference of accumulated sick leave over thirty (30) days but no more than a maximum of one-hundred (100) days. The Superintendent must be notified in writing of retirement by December 1, prior to the year of retirement. If there are extenuating circumstances after December 1, the Superintendent may, at his/her discretion, approve payment to be made in the following budget year.

#### B. PERSONAL LEAVE

Educational Technicians may use up to two (2) days of leave each year for personal business, deducted from their accumulated sick days. Prior approval of the Superintendent is required, except in case of an emergency. No more than two (2) Educational Technicians within each building shall be granted personal leave on the same day. Personal leave shall not be taken the day before or day after a school vacation or holiday unless approved by the Superintendent for extenuating circumstances.

#### C. BEREAVEMENT LEAVE

1. Educational Technicians shall be granted, up to three (3) days paid leave per occurrence, on occasion of death in the immediate family, to make household adjustments and/or to attend funeral services. Immediate family includes spouse, parents, parents-in-law, stepparents, legal guardians or wards, children, stepchildren, brothers, stepbrothers, sisters, stepsisters, grandparents or grandchildren.
2. Two (2) days with pay shall be granted for the death of an aunt, uncle, niece or nephew, brother-in-law, sister-in-law, and grandparents-in-law. The Superintendent may grant additional paid leave, to be deducted from their accumulated sick days, requested by the Educational Technician because of extenuating circumstances.

#### D. MILITARY LEAVE

The Board recognizes its duty to grant leave for National Guard or Reserve duty in compliance with all applicable state and federal laws.

E. JURY DUTY

Employees shall suffer no reduction in pay when required by a court to be absent from work for jury duty. Any fees collected for jury duty shall be turned in to administration, less expenses.

F. EXTENDED LEAVES OF ABSENCE

1. A leave of absence without pay for up to ten (10) days may be granted by the Superintendent for good reason.
2. Unpaid leave in excess of ten (10) days may be granted by the Board and must be applied for in writing, subject to approval by the Superintendent. This provision does not apply to qualified FMLA leave.
3. All benefits and seniority accumulated by the Educational Technician at the time of his/her leave will remain intact during any approved leave of absence.
4. Upon return, the Educational Technician shall be restored to the original position if available, if not, to an equivalent position.

**ARTICLE XI  
PROFESSIONAL DEVELOPMENT**

- A. Registration fees, meals and travel and lodging if appropriate shall be reimbursed by the Board for any workshop, conference or course required to be taken by an Educational Technician by the administration.
- B. Educational Technicians who successfully complete college courses approved by the Superintendent shall be reimbursed at fifty percent (50%) of the actual cost of tuition and books not to exceed \$250.00 each year. Educational Technicians will be allowed one approved course each year.
- C. Educational Technicians who participate in training provided by the district will be provided with a certificate of attendance that includes the number of contact hours attended.
- D. Educational Technicians participating in training required by the district will be compensated at their hourly rate.
- E. The District shall make available to each Educational Technician the training required by the State of Maine Education Technician regulations as stated in Chapter 115: Part 1 sections 14.1(b), 14.2 (b) and 14.3(b) of the Maine Department of Education rules governing the certification and employment conditions for Educational Technicians.
- F. The Board and Association agree that ongoing training and quality professional development is essential to maintaining quality educational programming and benefits students, the district, and the community. There shall be a Support System Steering Committee established to help with certification processing throughout the school year. An annual stipend of \$250 shall be paid to each co-chair.

## **ARTICLE XII REDUCTION IN FORCE**

A. In the event the Board is considering a reduction in the workforce, the Board shall notify the Association prior to making the final decision and meet and consult with the Association upon request. In the event the Board determines that a reduction in the workforce is necessary, Educational Technicians shall be laid off within the impact area based upon i) seniority; ii) authorization; iii) documented training; and iv) total years of experience as an Educational Technician. When qualifications are equal, seniority will be the deciding factor. The impact areas shall be:

- Educational Technician I
- Educational Technician II

1. In the event that the Educational Technician selected for layoff has specialized training related to a specific type of disability and/or medical condition, then the next employee in order of seniority will be laid off.
2. Educational Technician's shall be given at least thirty (30) calendar days' written notice of a reduction in force.
3. Upon request, An Educational Technician who is selected for layoff may transfer to a vacant position, provided he/she holds the proper authorization for the position. Administration will make final determination about assignments.
4. Probationary employees within the impact area shall be laid off prior to any non-probationary employees.

### **B. SENIORITY**

1. Seniority shall be the Education Technician's length of continuous regular service since his/her most recent date of employment as an Educational Technician. An Educational Technician shall have no seniority for the first six (6) calendar months of employment, but upon completion of this period, shall have seniority retroactive to the commencement of this period.
2. Seniority List: The Superintendent shall establish a seniority list by impact area listing all Educational Technicians in the impact area in descending order of seniority. The seniority list shall be brought up to date annually by September 15, and updated when there is a reduction in force prior to a layoff. A copy of the list will be emailed to all Educational Technicians, available in the Superintendent's Office, and posted in teachers' rooms by October 1. Copies will be sent to the Association before October 1.

### **C. RECALL**

1. The Superintendent shall establish a recall list whenever there are employees on layoff. The recall list shall be sent to the Association whenever established or updated. Educational Technicians shall be recalled in the reverse order of layoff for any vacancies within the impact area from which they were laid off.
2. Educational Technicians will remain on the recall list for twenty-four (24) months. Refusal by an Educational Technician of a position within his/her impact area upon recall shall constitute a termination of recall rights.

3. Educational Technician shall receive notice of recall by certified mail, at the last known employee address. It is the Educational Technician's responsibility to keep the employer informed of his/her current address. Employees shall have seven (7) calendar days to reply to a letter of recall.
4. Educational Technicians re-employed after a recall shall be placed on the same step of the wage scale they were at the time of layoff and all accumulated benefits shall be restored.

## **ARTICLE XIII WAGES**

- A. Educational Technicians will be paid based on the negotiated wage scale and will advance one step each year until they reach the highest negotiated step. Newly hired Educational Technicians will be placed on the wage scale at the step that reflects his/her total years of experience as an Educational Technician. In addition, the Superintendent may give one (1) year of credit for each two (2) years of other relevant experience directly related to the position (for example: CDS, Spurwink, etc.). Notice of such credit shall be given to the Association within ten (10) days of hire. Employees who change job classifications shall be placed on the step of the wage scale in the new classification that reflects his/her total years of experience.
- B. Educational Technicians shall receive credit for years of experience as an Educational Technician within the District and shall be placed accordingly on the 2019-2020 wage scale.
- C. PAYMENT
  1. Educational Technicians will be paid their regularly scheduled wages averaged over twenty-six (26) equal pay periods, every two weeks unless they notify bookkeeping that they wish twenty-two (22) equal pay periods ten (10) days before the first pay period in September in compliance with Maine law. Educational Technicians may also elect the option of being paid "as earned".
  2. Adjustments for additional work or reduction in work from the employee's regularly scheduled workweek shall be made during each pay period. Any unpaid hours missed during a pay period (example: unpaid leave) shall be deducted from the employee's paycheck for that pay period. Any extra hours worked during a pay period will be added to the paycheck for the pay period. If, because of mid-year termination or any other reason, the amount that the employee receives under this pay averaging system is more than the employee's paid hours multiplied by his/her hourly rate of pay, such overage will be withheld from the last check the employee receives. If the employee receives less than the employee's paid hours multiplied by his/her rate of pay under this pay averaging system, the Board will pay the underpayment to the employee in his/her last pay check.
  3. Employees who elect to receive their pay over twenty-two (22) or twenty-six (26) pay periods must sign an individual "Wage Statement" indicating their "pay period election" and submit the form to the Superintendent's office by June 30, of each school year for the coming school year. Employees hired during the school year may elect pay averaging within the first week of employment. Once an election is made, the employee may not change his/her election until the annual election period.

- D. Educational Technicians that have earned additional college credit hours in excess of the number of credits required for his/her authorization (Ed Tech I: High School Diploma; Ed Tech II: 60 college credits or equivalent) shall receive the following wage differential per hour in addition to their regular hourly rate for all hours worked:
- a. Thirty (30) college credit hours = \$.20 per hr. (\$250)
  - b. Sixty (60)-college credit hours = \$.40 per hr. (\$500)
  - c. Ninety (90) college credit hours = \$.60 per hr. (\$750)
  - d. One hundred twenty (120) credit hours = \$.80 per hr. (\$1000)

The Superintendent may approve workshop contact hours as meeting criteria for college hours with prior approval.

To be eligible to receive an increase in pay for additional college credits, notice must be submitted to the Superintendent and bookkeeping by March 1, of the school year prior to the school year of the differential for additional credits. Proof of successful completion of credits must also be submitted for increases to take effect for the next pay period.

An employee, who has been employed in M.S.A.D. #49 as an Educational Technician I or II for twenty-five (25) years, shall receive a longevity increase of \$.80 per hour in addition to his/her regular hourly wage commencing in his/her twenty-sixth (26<sup>th</sup>) year of employment as an Educational Technician.

- E. Upon written request, Educational Technicians hired prior to June 30, 2019, will have the option of direct deposit of his/her paycheck to a bank account as designated by the Educational Technician. Educational Technicians hired after July 1, 2019, shall be required to have direct deposit.

## **ARTICLE XIV INSURANCE PROTECTION**

- A. The Board agrees to pay on behalf of each Educational Technician up to the following amounts towards the premium cost of the MEA Benefits Trust Anthem Choice Plus plan:

- Educational Technician I= Single 60%
- Educational Technician II= Single 100%

Employees who elect the Standard Single Plan or dependent coverage (Choice Plus or Standard Plans) shall be responsible for any additional premium costs through payroll deduction.

- B. For any Educational Technician II's who elect dependent levels of coverage, the Board shall pay the monthly amounts paid 2018-19 listed as follows:

- Two Adult Choice Plus: \$1190.45                      Standard: \$1278.47
- Family Choice Plus: \$1415.80                      Standard: \$1522.91
- Adult with Child(ren) Choice Plus: \$1002.56 Standard: \$1071.61

Any premium increases imposed by the health insurance carrier shall be shared equally by the Educational Technician II and the Board.

- C. The Board agrees to formally adopt a Section 125 cafeteria plan to permit employees to pay insurance premiums with pretax dollars.
- D. With respect to the amount of money provided by section A of this Article, an Educational Technician II shall be permitted to apply the money toward a disability insurance premium for which the employee is eligible.
- E. In May during open enrollment or upon a qualifying event, employees shall inform the Superintendent's Office of any option change for the succeeding school year.
- F. The Board agrees to pay for the first ten thousand dollars (\$10,000) worth of life insurance protection at its own expense.
- G. The Board agrees to pay on behalf of each Educational Technician II the full cost of the following family dental plan. Beginning in 2020-2021, each Educational Technician I shall receive the same family dental benefit. The plan shall cover the employee, the employee's spouse and the employee's children under the age of 26. For orthodontic work each covered person shall be reimbursed at the rate of 50 percent for up to a maximum of \$1,000 in a lifetime per person (\$500 reimbursable). For dental work, each covered person shall be reimbursed in full for the first \$150 in cost each year. Remaining dental work each year shall be reimbursed at the rate of 50 percent up to a maximum of \$1,800 for each family group (\$900 reimbursable). The first \$150 per person each year and the cost of orthodontic work in any particular year, shall be included in the \$1,800 per group yearly maximum. Employees must submit bills for reimbursement within sixty (60) days of the employee's payment of the dentist. Any bills submitted after sixty (60) days shall not be honored. When the employee's spouse is also employed by the District, each District employee shall be eligible for a separate family dental plan, provided that no person shall be covered under two plans.

## **ARTICLE XV ASSIGNMENTS AND VACANCIES**

### **A. ASSIGNMENTS**

- 1. The District may assign Educational Technicians where they may be needed based on the needs of the student and the district. In the event that an Education Technician is involuntarily transferred to a different position, program, or building the employee will be given prior written notice and an explanation for the transfer.
- 2. The District shall provide at least a five (5) calendar-day notice of transfer, except in an emergency, or in the case of a temporary transfer to fill temporary staffing needs. In an emergency the District will make its best effort to provide at least forty-eight (48) hours' notice.
- 3. Involuntary Transfers will occur only after the voluntary transfer process has been completed.

### **B. VACANCIES**

- 1. The Superintendent will post all openings within the bargaining unit on the school website and to all Educational Technicians via email. Educational Technicians will have five (5) days after the posting of a vacancy to submit request for voluntary transfer.
- 2. Educational Technicians who wish to transfer to a vacancy within the same job classification may notify the Building Principal in writing of their desire to transfer to a vacancy. Voluntary transfer requests will be considered prior to consideration of external applicants.

3. Voluntary transfer requests within the classification will be given consideration. If there are no applicants from within the classification, a current employee who applies for an internal transfer shall be given consideration prior to external candidates provided they hold proper authorization.

## **ARTICLE XVI EVALUATIONS**

- A. All Educational Technicians will be evaluated by his/her administrator with input from his/her supervising teacher(s) as to their performance in their respective positions based upon their current job description prior to May 15, annually.
- B. At the beginning of the school year or upon request, all Educational Technicians shall receive a copy of the evaluation criteria and form to be utilized. The purposes of evaluations are to assess the Educational Technician's work performance and to provide feedback to achieve greater effectiveness in performance of their work.
- C. The evaluation shall be in writing based on formal and informal observations. Evaluations shall include when appropriate, strengths and weaknesses of the employee and shall include recommendations for improvements of performance where needed.
- D. A copy of the written evaluation will be given to the Educational Technician at least ten (10) days prior to the end of the school year. The Educational Technician may request, in writing, a conference to discuss it. Educational Technicians will not be required to sign a blank or incomplete evaluation form.
- E. Educational Technicians will sign the evaluation that is to be placed in the personnel file. The Educational Technician's signature indicates that's/he has received and reviewed the evaluation and does not imply agreement.
- F. Once the Educational Technician has signed the completed evaluation form, the form shall not be amended in any way.
- G. The Educational Technician has the right to respond in writing to such evaluation and have it attached to the evaluation in the personnel file within ten (10) days following the evaluation meeting.
- H. All monitoring or observations related to formal evaluations of an Educational Technician shall be conducted openly and with his/her knowledge. No monitoring or listening devices shall be permitted without mutual written consent from the Educational Technician.

## **ARTICLE XVII HEALTHCARE RESPONSIBILITIES**

- A. Prior to an employee being assigned to administer any type of medication or perform any other health or personal care responsibilities, the District shall provide all required training and supervision by a licensed school nurse in accordance with the Maine Department of Education rules (05-071; Ch. 40). Upon an employee's request, the school nurse will provide a written procedure for assisting students with their medication (prescription or otherwise) and/or medical needs.

- B. The Board will hold each employee who administers medication or performs medical procedures harmless against any claims which may arise out of any negligent act or omission occurring within the course or scope of employment to the extent of the Board's liability insurance policy or amounts established by the Maine Tort Claims Act, whichever is greater.
- C. Employees responsible for performing intimate personal care to students may request the assistance of another employee. Such requests shall be made directly to the Special Education Director, Building Principal or his/her designee. The Special Education Director/Principal or designee(s) required under this section shall decide, after considering the privacy needs of the student, the psychological and educational impact upon the student and the safety needs of the employee.

**ARTICLE XVIII  
SAFETY**

The Board recognizes the right of employees to report safety concerns without reprisal.

**ARTICLE XIX  
INFORMATION**

Annually by September 30, or within thirty (30) days of the date of hire, the Superintendent shall furnish the S.A.D. #49 Education Association/MEA/NEA with the name, date of hire, classification, hourly wage and step, credited years of experience, full or part time status, current home mailing address, home and or cell phone number, home email, if known, of each Educational Technician in the District.

**ARTICLE XX  
SEVERABILITY**

If any provision of this Agreement, or any application of this Agreement to any employee or group of employees, subject to this Agreement, is held to be contrary to law; then such provision(s) or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XXI  
MISCELLANEOUS**

- A. Mileage Reimbursement: Employees of the district who are required to use their personal vehicle will be reimbursed at \$.30 cents per mile.
- B. Conditions and benefits of employment of employees will be maintained during the term of this Agreement at not less than the level in effect at the signing of this Agreement.

**ARTICLE XXII  
NON-DISCRIMINATION**

The Board and the Association agree that they will not discriminate against employees on the basis of race, creed, color, gender, sexual orientation, physical or mental disability, marital status, age, national origin, or any other characteristic protected by law.

It is recognized that sexual harassment in all its forms is a type of sexual discrimination and is unacceptable conduct. Sexual harassment will not be condoned or tolerated by the Association or the District.

**ARTICLE XXIII  
DURATION OF AGREEMENT**

This contract shall be effective as of July 1, 2019 and shall terminate on June 30, 2022. This contract may be opened by mutual agreement of both parties in writing.

Signed and attested by their respective officials:

For the MSAD # 49 Education Association/MEA/NEA:

For the MSAD #49 Board of School Directors:

By: Monica Towne  
President: Educational Technician I's

By: [Signature]  
Chair

By: Moni  
President: Educational Technician II's

By: [Signature]

Dated this 5<sup>th</sup> day of September, 2019.

**APPENDIX A  
WAGE SCALES**

**Educational Technician I**

<b>2019-2020</b>	<b>School Year</b>
<b>STEP/EXP</b>	<b>Hourly Rate</b>
0	\$13.75
1	\$15.02
2	\$15.02
3	\$15.02
4	\$15.02
5	\$15.02
6	\$15.24
7	\$15.24
8	\$15.24
9	\$15.24
10	\$15.24
11	\$15.50

<b>2020-2021 School Year</b>		
<b>EXP</b>	<b>LEVEL</b>	<b>Hourly Rate</b>
0	0	\$14.02
1	1	\$14.45
	2	\$14.88
2,3	3	\$15.33
4-10	4	\$15.78
11+	5	\$16.26
	6	\$16.75
	7	\$17.25
	8	\$17.77
	9	\$18.30
	10	\$18.85

<b>2021-2022 School Year</b>		
<b>EXP</b>	<b>LEVEL</b>	<b>Hourly Rate</b>
0	0	\$14.31
1	1	\$14.73
2	2	\$15.18
	3	\$15.63
3,4	4	\$16.10
5-11	5	\$16.58
12+	6	\$17.08
	7	\$17.59
	8	\$18.12
	9	\$18.66
	10	\$19.22

## Educational Technician II

<b>2019-2020 School Year</b>	
<b>EXP</b>	<b>Hourly Wage</b>
0	\$14.66
1-5	\$15.40
6-10	\$16.52
11-15	\$17.85
16-20	\$19.46
21-24	\$21.85
25	\$23.38
26+	\$24.37

\*26+ does not include longevity differential (\$.80)

<b>2020-2021 School Year</b>		
<b>EXP</b>	<b>LEVEL</b>	<b>Hourly Wage</b>
0	0	\$14.95
1	1	\$15.40
2-6	2	\$15.86
	3	\$16.34
	4	\$16.83
7-11	5	\$17.33
	6	\$17.85
12-16	7	\$18.39
	8	\$18.94
	9	\$19.51
17-21	10	\$20.09
	11	\$20.70
	12	\$21.32
22+	13	\$21.96
	14	\$22.61
	15	\$23.29

<b>2021-2022 School Year</b>		
<b>EXP</b>	<b>LEVEL</b>	<b>Hourly Wage</b>
0	0	\$15.25
1	1	\$15.71
2	2	\$16.18
3-7	3	\$16.66
	4	\$17.16
	5	\$17.68
8-12	6	\$18.21
	7	\$18.76
13-17	8	\$19.32
	9	\$19.90
	10	\$20.49
18-22	11	\$21.11
	12	\$21.74
	13	\$22.39
23+	14	\$23.07
	15	\$23.76

Ed Tech II's with 26+ years in 19-20 shall receive a 2% increase over their previous years wage in 20-21 and 21-22 (not including longevity differential \$.80).