

AGREEMENT

between the

BRUNSWICK SCHOOL BOARD

and the

EDUCATIONAL TECHNICIANS AND NONTEACHING PERSONNEL UNIT

OF THE BRUNSWICK EDUCATION ASSOCIATION

August 1, 2016 - July 31, 2017

PREAMBLE

This agreement entered into this 24th day of February 2017 by and between the Brunswick School Board of the Town of Brunswick, County of Cumberland and State of Maine, hereinafter called the "Board" and the Educational Technicians and Non-teaching Personnel Unit of the Brunswick Education Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining agent as defined in 26 M.R.S.A. 962 of a unit consisting of all employees holding the positions of: Secretary, Educational Technician- Level I, Level II, Level III, Audiovisual Assistant, Audiovisual Associate, C.O.T.A., Computer Lab Technician, but excepting secretaries working in the central office and administrative secretaries working in the schools and the central office.

ARTICLE II

DEFINITIONS

Except when the context in which the following words are used clearly requires another meaning, and except when otherwise specifically indicated, the following words shall have the meanings indicated below whenever used in this Agreement:

1. BOARD -- The Brunswick School Board
2. ASSOCIATION -- The Educational Technicians and Nonteaching Personnel Unit of the Brunswick Education Association
3. EMPLOYEE -- Means personnel in the unit as stated in Article I
4. PRESIDENT -- Means the President of the Brunswick Education Association
5. SUPERINTENDENT -- The Superintendent of the Brunswick School Department
6. DAYS -- Shall mean all working days, unless specified in this Agreement.
7. SCHOOL YEAR EMPLOYEE -- Any employee who works less than 40 weeks per year.
8. 40 WEEK EMPLOYEE -- Any employee who works at least 40 weeks, but less than 45 weeks per year.
9. 45 WEEK EMPLOYEE -- Any employee who works at least 45 weeks, but less than 50 weeks per year.
10. 50 WEEK EMPLOYEE -- any employee who works at least 50 weeks per year.

ARTICLE III

NEGOTIATION PROCEDURE

- A. Prior to March 1, the party making the original request shall submit, in writing, all issues proposed for discussion. Within thirty (30) calendar days the other party shall respond, in writing, to the issues submitted and introduce additional issues upon which it wishes to negotiate. No new items shall be brought up after this exchange of proposals, unless by mutual consent.
- B. In the event the Brunswick School Department reorganizes with other school districts, the board will negotiate the impact with the Association on all terms and conditions of their employment. The Board shall notify the Association president or designee in writing at least 30 days prior to any reorganization.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representatives of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
- B. Representatives of the Association shall be permitted to transact official business of the Association on school property at nonworking times provided such does not interfere with normal school operation. Any communication, other than notification of time and place of Association meetings, shall be presented to the Superintendent for approval at least by noon of the day such material is to be distributed.
- C. The Association and its representatives shall have the right to use school buildings for meetings subject to approval by the Principal of the building in question.
- D. The Board agrees to furnish the President of the Association at his/her request with a copy of any public reports. The Superintendent may furnish to the Association such other available data as he/she deems advisable.
- E. The Board agrees to furnish to the Association a list of the names of the employees and their employment location.
- F. Any forms required under this Agreement shall be mutually agreed upon by the parties.
- G. A total of two days leave per year will be available to be used by the Association's President or Association officers, to attend to Association business that involves attendance away from the school unit on behalf of the members covered by this agreement, with the Association to reimburse the school department for the cost of the substitute. At least two days' notice shall be given to the school principal. Leave days are subject to availability of a substitute as determined by the building administrator.

ARTICLE V

EMPLOYEE RIGHTS

- A. The Board shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association, collective negotiations with the Board or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Any suspension shall be with pay pending any investigation results. Any suspended employee shall receive written reasons for the suspension within two working days. Any suspended employee may elect to submit the suspension to the grievance Level III. Such election must be made within five (5) days of suspension. It is agreed, the provisions of the grievance procedure notwithstanding, that in the instance of a suspension or dismissal going to arbitration, if the arbitrator finds the decision of the Board is supported by substantial evidence, then the decision of the Board shall be sustained. If the arbitrator finds that the decision of the Board is not supported by substantial evidence, then the Board may be overruled.
- C. After two (2) consecutive years of employment with the Brunswick School Department, an employee shall not be dismissed or suspended during the term of the employee's employment agreement without just cause.

ARTICLE VI

ELIMINATION OF POSITIONS

- A. In the event it becomes necessary for the Board to eliminate a position covered by this contract because of budget reductions, the following procedures shall be followed:
 - 1. Employees covered by this contract shall be divided into impact groups for the purpose of the Article as follows:
 - a. Regular Ed. Program Secretaries, K-12
Special Ed. Secretaries, K-12
Facilities, Transportation and Grounds Secretary
Facilities and Co-curricular Activities Clerk
 - b. Library Ed Tech & Sec, K-12
Regular Program Ed. Techs. K-12
 - c. Special Ed. Ed Techs, K-12
Alt Ed. Ed Techs, 6-12
Behavioral Ed Techs
Physical Therapist Ed Tech
Occupational Therapist Ed Tech
Language Development Ed Tech
 - d. Audiovisual Assistants K-12
Certified Occupational Therapist Assist.
Computer Lab Techs

The Superintendent of Schools will develop a list of employees within each of the impact areas by October 1 of each school year, and provide said list to the association president.

2. The Board in its sole discretion shall determine how many positions within each group must be eliminated.
3. When it is necessary for a position(s) within this contract to be eliminated, the following steps shall be followed by the Board:
 - a. If the Board is contemplating the elimination of any bargaining unit positions within this contract, it (or its designee) will meet and consult with the Association upon request prior to a decision to eliminate any bargaining unit position.
 - b. As soon as the Board determines that a reduction in force is necessary, the Association and staff included in the affected group will be notified in writing. Attrition shall be used when appropriate to accomplish the reduction in force.
 - c. The Board shall consider, but shall not be limited to, the following criteria in determining which staff member is terminated:

(1) Total length of service in the Brunswick school system;

NOTE: Total length of service shall be adjusted to reflect any breaks in service.

(2) Performance as determined by the Brunswick educational technician and non-teaching personnel evaluation system.

- d. Nothing herein shall be construed to mandate that length of service shall be the sole and exclusive criteria considered.
- e. The Brunswick School Department will adhere to the Department of Education rules and regulations regarding educational technician duties, i.e., programs that require Educational Technician III responsibilities must be filled by a person meeting Educational Technician III qualifications.
- f. The employee whose position is eliminated shall receive thirty (30) calendar days written notification.

4. Bearing in mind the best interests of the school system, the decision of the Board as to which employee to terminate shall be final.
5. Employees who are laid off under this article may replace (bump) the least senior person within his/her impact group. If there are no least senior people within the impact group, then the employee may replace the least senior person in another impact group providing the employee has been employed in that impact group and is authorized for that group within the Brunswick School Department.

- B. The recall of any staff member under this article shall be handled in reverse order of layoff as determined under Paragraph A.3. and within the classification established in A.1. The affected person shall have the right for a period of 18 months from the effective date of employment termination to be notified of any available position in that employee's group as set forth in Paragraph A.1. of this Article, with such notice being mailed to the last address which the employee has furnished to the Superintendent's office. If the employee does not accept the position or waives it in writing within ten (10) calendar days after the mailing

of the notice, that employee's interest in the position shall terminate and the position shall be offered to the next eligible employee, if any.

1. Any employee who is notified of contract termination under this Article shall be entitled to use up to two (2) work days with pay, to be deducted from sick leave, to seek other employment during the school year in which the employee is notified of contract termination.
2. Any employee whose contract is terminated under this Article may elect to continue any insurance authorized under this Agreement for a period of 24 months provided the employee pays the full premium and the carrier consents to the continuation of coverage.

ARTICLE VII

RIGHTS OF THE BOARD

Except as otherwise specifically provided in this Agreement or otherwise specifically agreed to in writing between the parties, the operation and management of the schools and the control, supervision, direction and assignment of the employees are vested exclusively in the Board.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which from time to time may arise affecting the meaning or application of the Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definitions

1. A "grievance" Shall be defined as any complaint, misunderstanding, or dispute arising between parties as to the meaning or application of the specific terms of this agreement.
2. A "grievant" is the employee, group of employees or Association making the complaint.
3. A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

C. Time Limits

During the year, a formal grievance procedure must be initiated within twenty-five (25) days of the event or condition which caused the grievance or it shall be deemed waived.

D. Informal Procedure

The employee with a grievance must discuss or make an attempt to discuss the matter with his/her principal and/or supervisor with the objective of resolving the matter informally. The employee may elect to have an Association representative present.

E. Formal Procedure

1. Level One - Principal or other appropriate administrator

- a. If the aggrieved person is not satisfied with the outcome of the informal procedure, he/she may present his/her claim as a formal grievance, in writing, to his/her supervisor.
- b. The administrator shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore, in writing.

2. Level Two - Superintendent

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within the prescribed time, he/she may, within five (5) days file his/her written grievance with the Superintendent.
- b. The Superintendent shall, within ten (10) days of receipt of the referral, meet with the aggrieved person in an effort to resolve the grievance.
- c. The Superintendent shall, within ten (10) days after the meeting, render his/her decision and the reasons therefore, in writing, to the aggrieved person.

3. Level Three - School Board

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, he/she may, within five (5) days after receiving the Superintendent's response, request a hearing of the matter before the Board.
- b. The Board shall, within ten (10) days after receipt of the appeal, meet with the aggrieved person for the purpose of reviewing the grievance.
- c. The Board shall, within ten (10) days after the meeting, render its decision and the reasons therefore, in writing, to the aggrieved person.

4. Impartial Arbitration

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level three, or if no decision has been reached within the prescribed time, he/she may, within five (5) days, submit the grievance to arbitration by so notifying the Board, in writing.
- b. The Chairman of the Board and the President of the Association shall, within five (5) 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 five (5) days, the Maine Public Employees Labor Relations Board shall immediately be called upon to select one from their list who is accredited by the American Arbitration Association.

- c. The arbitrator selected shall confer promptly with representative of the Board and the Executive Committee. He/she shall review the record of the prior hearings and shall hold such further hearings with the aggrieved person and other parties in interest, as the arbitrator shall deem requisite.

F. Miscellaneous

1. No reprisals of any kind shall be taken by either party against any participant in the grievance procedure by reason of such participation.
2.
 - a. Any aggrieved person may be represented at Levels Two and Three of the formal grievance procedure by a person of his/her own choosing except that he/she may not be represented by a representative or an officer of any employee organization other than the Association and/or its affiliates
 - b. The Association shall have the right to have a representative present at all stages of the formal procedure.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
4. No meetings or hearings under this procedure shall be conducted in public; they shall include only the aggrieved person and designated parties in interest as heretofore referred to in this grievance procedure. In any event, the parties in interest for the grievant(s) shall not exceed four (4) at a Board hearing. In addition, the Association shall have the right to present witnesses one at a time to provide testimony.
5. If a grievance affects a group or class of employee, the Association may submit such grievance, in writing, to the Superintendent directly, and the processing of the grievance shall be commenced at Level Two.

ARTICLE IX

EMPLOYEE ASSIGNMENT

All employees shall be given written notice of their wage and building assignments for the forthcoming year as close to the end of the school year as possible, but no later than August 1. Such assignments are subject to change in the event it becomes necessary for the proper schools.

- A. Each employee shall be provided with a current written job description, by October 1, of each new school year, which describes his/her, job responsibilities. The Association shall be provided with a copy of all current descriptions of employees in this bargaining unit within sixty (60) days of the execution of this Agreement, and whenever jobs are created or modified.
- B. When an employee works in a higher job classification than he/she shall be paid at the rate of the higher classification effective as of the first day of work at the higher classification.
 1. An employee promoted or reclassified to a higher job classification shall be placed on the same step in the new classification as the employee held in the old classification.

2. An employee involuntarily transferred to a lower job classification shall maintain his/her current rate of pay in the old classification for the remainder of school year.
- C. Where two or more persons assign an employee work, it shall be the responsibility of the employee's immediate supervisor to resolve conflicts in work assignments, which arise.

ARTICLE X

LEAVES

A. Sick Leave

1. Leave for personal illness shall accumulate at the rate of:
 - 15 days per year - 50 week employees
 - 14 days per year - 45 week employees
 - 13 days per year - 40 week employees
 - 12 days per year - school year employees
2. Such unused leave may accumulate to a total of 120 days for all employees:
3. Employees who use 5 or less sick dates per year can sell back one day at the end of the year. Employees who use 3 or less can sell back two (2) days.
4. Annual notice will be given of an employee's accumulated sick leave.
5. Present employees with more than the number of days accumulated sick leave allowable under (2) above on the effective date of this Agreement shall retain the excess days until the accumulation drops to the number of days allowable under (2) above.
6. When income-producing benefits are paid under any other provision of this agreement, sick leave shall be prorated to assure that the employee is not paid more or less than he/she is scheduled to receive in accordance with this agreement.
7. Employees who find that they must stay at home to attend a sick child, spouse, partner or parent may report their absence as a sick day.
8. Retirement Stipend

Whenever an employee in this bargaining unit with 15 years of consecutive service in the Brunswick school system retires, that qualified employee shall be paid for one-quarter of his or her accumulated sick leave not to exceed thirty (30) days at his or her per diem pay based on their hourly rate. The employee shall notify the Superintendent by January 1 of the calendar year in which the employee is retiring and is eligible for the stipend to be added to the employee's final salary check. For those employees retiring through the Maine State Retirement System, the stipend will not be paid to individual employees retiring before normal retirement age unless and until the Board has received a determination from the Early Retirement Incentives Review Panel of the Maine State Retirement System that payment of the stipend to such employee will not constitute an early retirement incentive. "Normal retirement age" and "early retirement incentive" shall mean the same as in the retirement system statutes, regulations and guidelines.

9. Sick Leave Fund

Employees may annually donate up to two (2) days of their unused sick time to another employee of the unit who has a catastrophic illness or an immediate family member with a catastrophic illness and is out of sick time.

B. Bereavement Leave

Up to five (5) days may be taken for a death in the immediate family. For the purposes of this article, immediate family shall mean spouse, domestic partner, child or stepchild, mother, father, sister, brother, parent-in-law or grandparent, grandchild, step-parent, step-sibling and grandparent-in-law or other persons at the discretion of the Superintendent in individual cases.

C. Leave of Absence

An employee who has had at least three (3) consecutive years of employment with the Brunswick School Department may request an unpaid leave of absence of up to one year for reasons such as, but not restricted to, personal health, care of seriously ill member of immediate family, or further training relating to the employee's work. The granting of such leave shall be at the discretion of the Superintendent of Schools. Denial of a request by the Superintendent may be appealed to the School Board by the employee. In such cases, the Board's decision shall be final. This provision shall not be subject to the grievance procedure. Employees granted leave under this provision shall not suffer a loss of benefits such as sick leave or longevity accumulated prior to the leave being granted. Additional benefits shall not be accumulated during the leave, however. The employee shall be eligible for continued coverage under group insurance plans during the leave providing the employee bears the entire cost of the insurance.

D. Jury Duty

In the event an employee is called for jury duty, the Board agrees to make up the difference between jury pay and the employee's pay for the work days on which such duty is performed. The employee shall present an official copy of jury pay received.

E. General Leave

An employee may utilize up to three (3) days per year for leave, with the second and third days to be deducted from sick leave accumulation, for matters of urgent personal business which cannot be conducted outside work hours. An employee may utilize two (2) days of general leave with no requirement to specify the nature of that day's use, but the day cannot be used to extend school vacation periods. Except in an emergency, the request for such leave, in the form developed by the Superintendent, must be submitted three (3) days in advance.

ARTICLE XI

INSURANCE

- A. The Board will pay on behalf of each employee eligible for and participating the amount as specified in Appendix B of this agreement toward the cost of a group health and major medical insurance plan approved by

the Board. Higher coverage, if available, may be taken at the employee's option. Any additional cost for the higher option shall be borne by the employee.

Coverage shall be available on the following basis:

- 50 Week Employees- 12 months payments
- 45 Week Employees- 11 months payments
- 40 Week & School Year Employees- 10 months payments

Employees, other than year-round employees, shall have the option to have additional deductions made during the school year to cover the cost of insurance during nonworking months.

- B. Dental Insurance will be provided by the Board for single coverage of each employee based on the schedule in letter A. Additional family coverage will be borne by the employee.
- C. The Board will create a medical flex spending "cafeteria" account.

ARTICLE XII

EMPLOYEE HOURS

- A. All hours worked over forty (40) hours in any one week shall be at time and one half (1-1/2).
- B. All work performed Sundays and holidays shall be at double time rate (twice hourly rate).
- C. Any call in after regular hours shall result in each employee called in being guaranteed two hours pay for the work for which they are called back or time and one half (1-1/2) their base hourly rate whichever is greater, but not both. This provision shall not apply to scheduled work.
- D. Employees who work less than 17.5 hours a week or less than thirty-six (36) weeks per year are not covered by this Agreement.
- E. A thirty (30) minute unpaid lunch period will be provided for all employees who work five (5) or more hours per day. No responsibility or duty will be assigned during this time. It is understood that such lunch period will be scheduled by the building principal and may be changed at the discretion of the principal. Whenever possible, one day's notice will be given of a change.

In a situation where the principal determines that it is necessary because of unusual circumstances to require the services of an employee during the lunch period, the employee shall receive:

- a. full pay for the full duration of the lunch period regardless of the amount of time taken

OR

- b. 30 minutes of time later in the day in lieu of the lunch period. The principal shall determine whether (a) or (b) shall apply in any given situation.

- F. School year educational technicians will work the student days and at least one (1) additional day, time to be determined by the Administration.

ARTICLE XIII

HOLIDAYS

A. Except as in (4) below, paid holidays shall be:

1. 50 Week Employees:

Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and day after, Christmas Day, the day before or day after Christmas, as determined by the Superintendent, New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day and Independence Day.

2. 45 Week Employees:

Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and day after, Christmas Day, New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day and Memorial Day.

3. 40 Week Employees: All School Year Employee holidays plus Labor Day.

4. School-year Employees:

a. Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and day after, Christmas Day, Martin Luther King Day, and Memorial Day for those employees whose actual work assignments precede that day.

b. After three (3) years of continuous employment with the Brunswick School Department, additional holidays shall include: New Year's Day, Washington's Birthday and Patriot's Day.

5. In no case will an employee be eligible for a paid holiday that does not occur during a person's paid full week of employment, except after 3 years of continuous employment with the Brunswick School Department as stated in 4.b. above.

ARTICLE XIV

VACATIONS

Vacation for 45 week and year-round employees will be earned on the basis of the following scale for years of continuous employment with the Brunswick School Department:

50 Week Employees – Less than eight years of continuous service, 10 days; eight or more years of continuous service, 15 days.

45 Week Employees – Less than five years of continuous service, 5 days; five years of continuous service, but less than 10 years, 10 days; ten or more years of continuous service, 15 days.

40 Week Employees – Less than 5 years of continuous service, 4 days; five years of continuous service, but less than 10 years, 8 days; ten or more years of continuous service, 12 days.

School Year Employees – After 5 years of continuous service-3 days
After 10 years of continuous service - 4 days
After 15 years of continuous service - 5 days
After 20 years of continuous service - 6 days
After 25 years of continuous service - 7 days
After 30 years of continuous service - 8 days

No vacation may be taken during the first six months of employment.

All vacation days for school year employees must be taken during school breaks or any day school is cancelled.

ARTICLE XV

WAGES

- A. Starting with the first pay period after August 1, 2009 wages shall be paid bi-weekly in accordance with the pay schedule in Appendix A which is part of this agreement.
- B. The Board shall deduct NEA, MEA, and BEA dues in equal payments starting with the first salary payment in October from the pay of those employees requesting such deductions in writing on forms supplied by the Association and satisfactory to the Board. A payment schedule will be submitted annually by September 1 by the Brunswick Education Association President to the Superintendent.
- C. The Board agrees to request that provisions be made for additional payroll deductions as developed by the Association and the Superintendent.
- D. Starting with the first pay period after August 1, 2017, wages will be paid to all employees covered by this contract by direct deposit.

ARTICLE XVI

VOLUNTARY TRANSFERS, REASSIGNMENTS AND PROMOTIONS

- A. During the school year, the Superintendent shall post in each building, announcements of vacancies no later than five (5) days before the deadline for receiving applications. Said notice shall include job description, where available, and wages.
- B. During the summer, notice of job vacancies shall be posted for one (1) week prior to deadline for application. A notice will also be mailed to the President of the Association.
- C. Employees who desire a change in job or building assignment shall file a written statement of request for the transfer and the reasons therefore with the Superintendent by February 1.

ARTICLE XVII

EDUCATION/TRAINING BENEFITS

A. The School Board agrees to reimburse employees covered by this contract as follows:

1. For one (1) professional level course, workshop, or seminar, at actual cost of the tuition or registration on the approval of the superintendent, up to a maximum for the bargaining unit of \$10,000 per year. The Brunswick School Board will provide a minimum of nine (9) CEU's hours per year during district development time that consider a variety of topics based on staff and student needs. Employees shall be paid for attendance at approved training courses if such a course is scheduled when the employee would otherwise be performing their regular duties.
2. All courses taken under number 1 of this section must be related to the person's current employment assignment within the Brunswick School Department as determined by the Superintendent of Schools.
3. All courses eligible for reimbursement under this article shall require the advanced written approval of the Superintendent of Schools utilizing such forms as may develop for that purpose.
4. If a prepayment option for course reimbursement is selected:
 - a. The employee shall present an official transcript to the superintendent upon completion of the course.
 - b. The employee shall repay the school board within thirty (30) days of the end of the course if the employee (1) fails the course; or (2) does not complete the course.
 - c. If the employee does not make repayment under 6b, the prepayment amount shall be deducted from the employee's next pay check, or in the case of the employee leaving the school department without repayment, the Association will make restitution to the School Department for the prepayment.
5. The prepayment option is not available for summer courses when said employee is not a 50 week employee.
6. The district will provide voluntary first aid and CPR training to all employees covered by this contract.

ARTICLE XVIII

NO SMOKING POLICY

- ~~A. General rule prohibiting use of tobacco. Except as provided in section C, no person, including students and school employees, is allowed to use tobacco in the buildings or on the grounds of any school.~~
- ~~B. Tobacco Use. "Tobacco use" includes smoking, which means carrying or having in one's possession a lighted cigarette, cigar, pipe or other object giving off or containing any substance giving off tobacco smoke, and also includes the use of smokeless tobacco.~~
- ~~C. Classroom Demonstrations. Tobacco use may be permitted in classrooms only as part of a bona fide demonstration during a class lesson, with prior notice being given to the school's administrator.~~

ARTICLE XIX

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision 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.
- B. The Board and the Association agree that there shall not be discrimination by either party, that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of disability, race, color, religion, national origin, sex, sexual preference, or marital status.
- C. Whenever any notice is required to be given by either of the parties to this Agreement, it shall be written:
 - 1. If by the Association, to the Board Chairman at his/her residence and a copy to the Superintendent.
 - 2. If by the Board, to the Association in care of the President.

ARTICLE XX

EVALUATION

- A. All monitoring or observation of the work or performance of an employee shall be conducted openly and with full knowledge of the employee. Employees will be evaluated by department heads, not in isolation.
- B. Employees shall be notified as to their immediate supervisor by September 15, of each year. The department head shall evaluate employees annually.

The evaluation shall include the employee's performance of the duties enumerated in his/her job description and behavior throughout the school community.

- 1. An employee shall be given a copy of any evaluation report prepared by his/her evaluator within ten (10) working days, and at least three (3) days before any conference to discuss it. No evaluation shall be submitted to the central office, placed in the employee's personnel file or otherwise acted upon without prior conference with the employee.
- No employee shall be required to sign a blank or incomplete evaluation form.
- 2. Any evaluation, which is less than satisfactory, must be accompanied by written specific recommendations for improvement, with a commitment for assistance in implementing such recommendations.
 - 3. The employee shall have the right to submit a written response to his/her evaluation, which shall be attached to the evaluation and placed in his/her personnel file.
 - C. Any complaints regarding an employee, which may be made to any member of the administration by a parent, student, or other person, which are used in any manner in evaluating an employee, shall be promptly investigated and called to the attention of the employee within five (5) days. The employee shall

be given an opportunity to respond to and/or rebut such complaints, and shall have the right to be represented by the Association at the meetings or conferences regarding such complaints.

- D. No employee's evaluation shall be used as a disciplinary means unless the supervisor has addressed concerns with work performance in a timely manner before any evaluations. All concerns shall be documented and signed by both parties.

ARTICLE XXI

EMBODIMENT OF AGREEMENT CLAUSE

This agreement represents the entire understanding between the parties. The parties, however, agree that said Agreement may be altered or modified in whole or in part by mutual written agreement.

ARTICLE XXII

DURATION OF AGREEMENT

- A. This agreement shall be effective as of August 1, 2016 and shall continue in effect until July 31, 2017.
- B. In witness whereof, the parties who have caused this Agreement to be signed by their respective officers and their corporate seals to be placed hereon, all on the day and year first above written.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 28th day of February 2017.

EDUCATIONAL TECHNICIANS
AND NON-TEACHING PERSONNEL
OF THE BRUNSWICK EDUCATION
ASSOCIATION

By Brian D. Presley
Its President

By _____
Chairperson
Negotiations Committee

THE BRUNSWICK SCHOOL BOARD

By [Signature]
Its Chairperson

By Paul K. Ryan
Member
Negotiations Committee

APPENDIX A 2016-2017

2.25% per year wage increase (\$/hr)

Educational Technician I	2016-2017
less than 6 months	15.84
6 months - less than 4 years	17.01
4 years - less than 8 years	17.83
8 years - less than 12 years	18.29
12 years - less than 16 years	18.82
16 years - less than 20 years	19.36
20 years - less than 22 years	19.89
22 years or more	20.15

Educational Technician II & Audiovisual Assistants	2016-2017
less than 6 months	16.36
6 months - less than 4 years	17.57
4 years - less than 8 years	18.34
8 years - less than 12 years	18.82
12 years - less than 16 years	19.36
16 years - less than 20 years	19.88
20 years - less than 22 years	20.41
22 years or more	20.69

Educational Technician III (general)	2016-2017
less than 6 months	17.49
6 months - less than 4 years	18.68
4 years - less than 8 years	19.50
8 years - less than 12 years	19.95
12 years - less than 16 years	20.49
16 years - less than 20 years	21.01
20 years - less than 22 years	21.54
22 years or more	21.82

Audiovisual Associate, COTA & Computer Lab Tech.	2016-2017
less than 6 months	20.88
6 months - less than 4 years	22.08
4 years - less than 8 years	22.88
8 years - less than 12 years	23.34
12 years - less than 16 years	23.89
16 years - less than 20 years	24.41
20 years - less than 22 years	24.94
22 years or more	25.20

Facilities and Co-curricular Activities Clerk	2016-2017
Less than 6 months	16.95
6 months – less than 4 years	18.10
4 years – less than 8 years	18.90
8 years – less than 12 years	19.35
12 years – less than 16 years	19.87
16 years – less than 20 years	20.39
20 years – less than 22 years	21.91
22 years or more	22.17

Note: Educational technicians and non-teaching staff whose work assignment involves feeding, toileting, personal care/hygiene and/or physical restraint of students shall receive a differential of \$1.00 above the rate established for their position.

APPENDIX B

INSURANCE

The Board agrees to make available a group medical insurance plan which consists of the MEA Health Insurance Trust Standard, Standard 500, Standard 1000, and Choice Plus Plans, or comparable insurance coverage with another company if agreed upon by the parties. The Board's premium contributions will be made only on behalf of members of the bargaining unit, persons legally married to those unit members, and their dependent children.

On behalf of each unit member eligible for and electing to take the Standard coverage type plan, the Board will contribute at the appropriate level as follows:

- 90% of the single subscriber rate established as of July 1, 2016.
- 89% of the adult and child subscriber rate established as of July 1, 2016.
- 88% of the two adult subscriber rate established as of July 1, 2016.
- 88% of the family subscriber rate established as of July 1, 2016.

On behalf of each unit member eligible for and electing to take the Choice Plus coverage type plan, the Board will contribute at the appropriate level as follows:

- 92% of the single subscriber rate established as of July 1, 2016.
- 91% of the adult and child subscriber rate established as of July 1, 2016.
- 90% of the two adult subscriber rate established as of July 1, 2016.
- 89% of the family subscriber rate established as of July 1, 2016.

Note: The following provisions will apply in all years of this contract:

- A. This benefit is based on a prorated amount tied to time worked compared to 6 hours per day (6 hours per day considered full time).
- B. A bargaining unit member married to another Brunswick School Department employee will receive only the lowest cost health insurance plan for which he or she is eligible. By way of illustration, in the case of two members without children married to each other, if the cost of two single plans is less than one two-person plan, each member will receive a single plan.
- C. The insurance rates are established in June and the new rates are effective in July of each year.
- D. Employees in this unit will be permitted to participate in the school department's dental insurance coverage at their own expense.
- E. If the spouse of an employee covered by this contract is eligible for MEA Health Insurance Trust health insurance coverage through his or her employer (whether through direct premium payment, cafeteria plan benefit, cash allowance, or otherwise) at no cost, the maximum health insurance premium paid by the Board to which said employee shall be entitled shall be either eighty-nine percent (89%) or ninety-

one percent (91%) of the adult with child or children premium, depending on whether the employee selects the MEA Standard Plan or the MEA Choice Plus Plan (hereafter called "the applicable percentage"). If such a spouse's eligibility for MEA Health Insurance Trust coverage with his or her employer ceases during the course of a contract year, the Board shall pay the applicable percentage of the spouse's coverage if the spouse transfers to the employee's MEA Health Insurance Trust health insurance coverage with the Brunswick School Department.

- F. If the spouse of an employee covered by this contract is eligible for MEA Health Insurance Trust health insurance coverage through his or her employer as set forth in paragraph B above but must pay a portion of the cost of said insurance in order to obtain it, the maximum health insurance premium paid by the Board to which said employee shall be entitled shall be the applicable percentage of the applicable adult with child or children premium, but the Board shall, in addition, reimburse the employee for the amount by which the health insurance premium which his or her spouse is required to pay exceeds eleven percent (11%) of the total cost of such coverage for the spouse, or nine percent (9%) if the employee has selected the MEA Choice Plus Plan. Any such reimbursements shall be made only on presentation of a properly authenticated receipt substantiating that payment by the spouse has been made. As in paragraph B, if a spouse's eligibility for MEA Health Insurance Trust coverage through his or her employer ceases during the course of a contract year, the Board shall pay the applicable percentage of the spouse's coverage if the spouse transfers to the employee's MEA Health Insurance Trust health insurance coverage with the Brunswick School Department.
- G. To implement the provisions of paragraphs E and F above, as a precondition to receiving any paid health insurance premium for his or her spouse, said employee shall file a certificate with the Superintendent detailing spousal insurance benefits as set forth above, and shall provide the Superintendent with notification of any such changes in such benefits. Any payments for spousal health insurance found to be improperly made shall be deducted from the employee's pay at a mutually agreed upon schedule but not later than the end of the contract year.

APPENDIX C

VOLUNTARY DEDUCTION

An employee may establish a voluntary deduction of a fixed dollar amount from every bi-weekly net pay after taxes, which deduction would be placed in escrow for the benefit of the employee to be paid in its entirety on the last regularly scheduled expense warrant in June. Carry-over of the escrowed amount will not be permitted. No interest will be paid on escrowed amounts.

An employee may enroll in this program before the first pay of the contract year, but only one enrollment will be permitted per contract year. Employees hired after the start of the contract year may enroll as part of the hiring process prior to their first pay. An employee may terminate their enrollment at any time during the year and receive the entire amount in escrow at the time of termination to be paid in the next scheduled weekly expenditure warrant. No further deductions will be made during the contract year for an employee who terminates their enrollment, and the employee's next opportunity to enroll will occur at the start of the next contract year. Partial deductions will not be permitted. Changes to the amount of the voluntary deduction will not be permitted within the contract year. In the event that employment is terminated for any reason, any amount held in escrow will be disbursed in accordance with the normal procedures for disbursement of unpaid pay and allowances. The school department will incur no liability for escrowed amounts except to disburse them in accordance with the procedures herein.