

AGREEMENT BETWEEN

THE YARMOUTH SCHOOL COMMITTEE

AND

EDUCATIONAL TECHNICIANS BARGAINING UNIT

OF

THE YARMOUTH EDUCATION ASSOCIATION

SEPTEMBER 1, 2012 – AUGUST 31, 2015

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Appendix A Salary Schedules

ARTICLE 1.
RECOGNITION

- A. The Yarmouth School Committee hereby recognizes the Yarmouth Education Association as the sole and exclusive bargaining agent for a unit consisting of: Educational Technicians I, Educational Technicians II, and Educational Technicians III. The School Committee agrees that the Unit is the exclusive bargaining unit for any and all Educational Technician positions which may be created by the School Committee exclusive of any central office employees.

- B. As a point of clarification, the School Committee and the Unit agree that those positions listed in Section A may be altered as to grade level or title with no attempt to change the representation of these positions. The School Committee further agrees that the Unit is the exclusive bargaining agent for any and all educational technician positions which may be created by the School Committee.

ARTICLE 2.
DEFINITIONS

- A. **EDUCATIONAL TECHNICIAN:** Whenever the term "educational technician " is used in this Agreement, it shall refer to all personnel referred to as educational technicians, levels I, II, or III, as established by State guidelines and shall replace former terms such as clerical aides, library aides, special educational aides, etc.

- B. **SCHOOL COMMITTEE:** Whenever the term "School Committee" is used by this Agreement, it shall mean the School Committee of the Yarmouth School Department in Yarmouth, Maine.

- C. **ASSOCIATION:** Whenever the term "Association" is used in this agreement, it shall mean the Yarmouth Education Association.

- D. **SUPERINTENDENT:** Whenever the term "Superintendent" is used in this agreement, it shall mean the Superintendent of Schools of the Yarmouth School Department.

- E. **UNIT:** Whenever the term "Unit" is used in this agreement, it shall mean the negotiating unit of the Association as listed in Article 1, Recognition.

- F. **EMPLOYER:** Whenever the term "Employer" is used in this agreement, it shall mean the Yarmouth School Committee.

- G. **EMPLOYEE:** Whenever the term "Employee" is used in this agreement, it shall mean a member of the unit.

- H. **ADMINISTRATION:** Whenever the term "Administration" is used in this agreement, it shall refer to all administrative personnel of the Yarmouth School Department.

- I. A "grievance" is any disagreement, dispute or alleged violation of this agreement as to the meaning, interpretation or application of any of the provisions of this Agreement.
- J. An "aggrieved person" is the educational technician or educational technicians or the Association making a grievance claim.
- K. A "party in interest" is the educational technician or educational technicians making the grievance claim, and any person who might be required to take action, or against whom action might be taken, in order to resolve the grievance claim.

ARTICLE 3.
GRIEVANCE PROCEDURE

A. Purpose

- 1. For the purposes of this Agreement, the following procedure is to secure, at the lowest possible level, solutions to disagreements, disputes or alleged violations of this Agreement as to the meaning, interpretation or application of any of the provisions of this Agreement between the School Committee and any educational technician, group of educational technicians, or the Association.
- 2. Nothing herein contained shall be construed as limiting the right of any educational technician having a grievance to discuss the matter informally with his/her immediate supervisor and/or building principal, and having the grievance adjusted without intervention of the Yarmouth Education Association, provided the adjustment is not inconsistent with the terms of this Agreement.

B. Definitions

- 1. A "grievance" is a dispute as to the meaning, interpretation or application of any of the provisions of this Agreement.
- 2. An "aggrieved educational technician" is the educator or educators or the Association making the claim.
- 3. "Days" shall mean working school days, and shall mean weekdays, Monday through Friday, excluding legal holidays, during school vacation periods and the summer recess.

C. Time Limits

- 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. At each level of the formal procedure, if the aggrieved person does not receive an answer within the specified time limits, he/she may proceed to the next level. The time limits specified may, however, be extended by mutual agreement.
- 2. In the event of a grievance being processed as of the close of the school year, the parties may agree to develop a schedule for continuing the grievance process during the summer recess.

D. Informal Procedure

1. If an educational technician feels that he/she may have a grievance, he/she may first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally. All reasonable efforts will be made by both parties to resolve problems collaboratively.
2. If the educational technician is not satisfied with such disposition of the matter, said educational technician shall have the right to have the Association representative within his/her area assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator.

E. Formal Procedure

1. Level One - School Principal

- a. If an aggrieved person is not satisfied with the outcome of informal procedures, or if he/she has elected not to utilize them, he/she may present his/her claim as a formal grievance, in writing, within thirty (30) days after the incident giving rise to the grievance to his/her principal or other appropriate administrator.
- b. The principal shall, within five (5) days after receipt of the written grievance, meet with the aggrieved person and with representatives of the Association for the purpose of resolving the grievance.
- c. The principal shall, within five (5) days after the meeting, render his or her decision and the reasons, therefore, in writing, to the aggrieved person with a copy to the Association.

2. Level Two - Superintendent of Schools

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after receipt of the decision, file his/her written grievance with the Superintendent of Schools.
- b. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved person and with representatives of the Association for the purpose of resolving the grievance.
- c. The Superintendent shall, within five (5) days after the meeting, render his/her decision and the reasons therefore, in writing, to the aggrieved person, with a copy to the Association.

3. Level Three - School Committee

- 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 receipt of the decision, file the grievance with the Committee.
- b. The Committee shall, within fifteen (15) days after receipt of the appeal, meet with the aggrieved person and with representatives of the Association for the purpose of resolving the grievance.

- c. The Committee shall, within five (5) days after such meeting, render its decision and the reasons therefore, in writing, to the aggrieved person, with a copy to the Association.

4. Level Four - Impartial Arbitration

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, he/she may, within five (5) days after receipt of the decision, request, in writing, to the President of the Association that the grievance be submitted to arbitration.
- b. The Association shall, within five (5) days after receipt of such request, if the Association formally determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by so notifying the School Committee, in writing.
- c. The Chairperson of the School Committee (or designee) and the President of the Association (or designee) 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 American Arbitration Association shall immediately be called upon by the Association to select one.
- d. The arbitrator shall, within thirty (30) days of the final hearing or within the time frame agreed upon by the parties and arbitrator, render a decision in writing to all parties, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted.
- e. The costs for the services of the arbitrator shall be borne equally by the Committee and the Association.

F. Rights of Educational Technicians to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reasons of such participation.
2. Any aggrieved person may be represented at all levels of the grievance by the Association.
3. The Association may, if it so desires, call upon the professional services of the Maine Education Association for consultation and assistance at any stage of the procedure.

G. Miscellaneous

1. If, in the judgement of the Association, a grievance affects a group or class of educational technicians, the Association may submit such grievance, in writing, to the Superintendent directly and the processing of such grievances shall commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. Forms for filing and processing grievances and other necessary documents, shall be prepared jointly by the Superintendent, or his/her designee, and the President of the Association, or his/her designee and made available through the Association's school representatives and the Association so as to facilitate operation of a grievance procedure.
4. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Grievance Procedure.

ARTICLE 4.
DISCIPLINE

- A. Generally, discipline shall be progressive in nature; however, the concept of progressive discipline may be departed from, depending on the severity of the infraction. Additionally, in applying discipline, the following will be considered:
 1. Where an employee might reasonably not understand that his or her conduct could have disciplinary consequences, the Administration must give the employee warning of the possible or probable disciplinary consequences of the employee's conduct before further discipline is imposed.
 2. Where a violation of a rule or order of a supervisor is involved, the Administration must make an effort to discover whether the employee did in fact violate or disobey a rule or order of the supervisor.
 3. The Administration's investigation of alleged conduct must be conducted fairly and objectively.
 4. The disciplinary action must be consistent with: (a) the infraction for which disciplinary action is being applied, and (b) the employee's conduct record.
- B. After serving a probationary period of two years, no employee may receive a written reprimand, be suspended or be discharged without just cause. Reasons for a written reprimand, suspension or discharge may include, but are not limited to, the following: 1) misconduct during employment; (2) incompetency or inefficiency; (3) failure to perform assigned duties; (4) disobedience of a supervisor; (5) possession, sale, distribution or being under the influence of alcohol or non-prescription drugs while on duty; (6) failure to observe rules and regulations established by the School Committee and/or administration; (7) conviction of a felony; (8) incompatibility with other employees; (9) unauthorized absence from duty, including absence due to illness or other disability after exhaustion of accumulated sick leave; (10) falsifying reports; (11) failure to observe working hours; and (12) wrongful taking of property not belonging to the employee. The

decision of the School Committee with respect to just cause for a written reprimand, shall be final.

- C. The Association shall be given prompt written notice of the written reprimand, discharge or suspension of any educational technician.
- D. The School Committee agrees to follow the principle of corrective discipline for minor offenses prior to effecting a discharge or suspension without pay of an educational technician.
- E. Any educational technician discharged, must be paid in full for all wages owed him or her by the School Committee, including overtime, compensatory time, and unused earned annual leave and holiday pay, if any, on the next regular payday following the pay period in which the discharge occurs.
- F. A grievance regarding the discharge or suspension with or without pay of an educational technician, may be initiated at Level 3 of the grievance procedure as set forth in Article 3D (3) within ten (10) week days after the notification of the discharge or suspension.
- G. The School Committee agrees to notify each educational technician in the bargaining unit and the Association, in writing, of any and all existing work rules. New educational technicians shall be provided with a copy of the work rules at the time of hire. Such rules shall be reasonably related to the duties and responsibilities of educational technicians in the bargaining unit, shall not conflict with the terms of this Agreement, and shall be uniformly applied and enforced.

ARTICLE 5.
HOURS OF WORK

- A.
 - 1. The workday for full-time educational technicians shall consist of a minimum of six (6) hours per day when school is in session.
 - 2. The working hours and weeks for part-time educational technicians shall be determined by the school administration. However, the working hours for part-time educational technicians shall not be reduced during the school year, once set by the administration, unless there are program changes (e.g., student with disability leaves) or fiscal restraints.
 - 3. The typical work year for Educational Technicians will be the actual days of instruction plus additional inservice days as determined by the building principal.

For the purpose of this article the phrase "typical work year" is intended to communicate the length of the work year an employee may reasonably expect and is not intended to guarantee the number of work days.

- B. Except in the case of an emergency, an unpaid lunch period of not more than one-half hour of uninterrupted time will be provided within the six-hour work day for a full-time educational technician.
- C. For every three (3) hours worked, full-time and part-time educational technicians shall receive one (1) ten-minute break during the work day.
- D. The School Committee reserves the right to determine the responsibilities and duties assigned to educational technicians.
- E. Educational technicians shall be paid at their regular hourly rate when required by the building principal to attend staff development activities.
- F. When the school department requires an educational technician to attend inservice days, the educational technician will be given notice of at least one (1) month prior to the inservice day.

ARTICLE 6.
WAGES

- A. Educational technicians shall be paid as specified in Appendix A.
- B.
 - 1. When an administrator or his/her designee requests that an educational technician assume the role of teacher because of a teacher's absence, the Ed Tech shall receive an additional \$25.00 per day above his/her regular wage.
 - 2. If a previously scheduled one half hour unpaid lunch period is interrupted by assigned work responsibilities, the educational technician shall be paid for the period of time actually worked in fifteen minute increments.

ARTICLE 7.
LEAVES

A. PAID LEAVES

1. **Sick Leave**

- a. Educational technicians shall be allowed one and one-half days (1 1/2) of sick leave for each month of service, up to a maximum accumulation of 125 days. Sick leave shall be earned by an employee for any month in which the employee is compensated for ten or more days of work. Sick leave shall be accrued on an hourly basis and it shall be recorded and charged against the accrual in increments of 15 minutes.
- b. An educational technician will be allowed five (5) days of sick leave due to illness of an immediate family member and said leave will be considered personal illness. "Immediate family or household" is defined as spouse (or domestic partner), children, parents, grandparents, sisters,

brothers, step-children, step-parents, step-brother, step-sister, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, brothers-in-law, and sisters-in-law and relationships where the employee is responsible for primary care. An Ed Tech may carry forward up to five (5) unused family sick leave days per year not to exceed a total accumulation of fifteen (15) family sick leave days in any contract year and said leave will be deducted from sick leave.

- c. Sickness and medical disability connected with, or resulting from pregnancy, may be charged to available sick leave while employed by the Yarmouth School Department.
- d. Whenever an educational technician must resign due to an illness, the educational technician shall receive full pay for any days absent, up to the amount of accumulated sick leave, previous to the date of the physician's recommendation.
- e. The School Committee may require a physician's statement to substantiate any absence beyond a three-day consecutive workday period due to illness or disability or when absences result from more than 7 days within a span of one month. This statement is to be provided by the physician of the employee's choice. The employer will reimburse the employee for anything that is not covered by insurance.
- f. Sick leave shall be taken and recorded in one (1) hour increments.

2. Bereavement Leave

a. Death in the Immediate Family

In the event of death in the immediate family of an educational technician, the educational technician shall, upon request, be granted not to exceed five (5) working days leave of absence with full pay to make household adjustments, arrange for funeral services or to attend a funeral, providing lost time falls within the work week of the educational technician. Said leave is not to be charged against sick leave.

“Immediate family or household” is defined as spouse (or domestic partner), children, parents, grandparents, sisters, brothers, step-children, step-parents, step-brother, step-sister, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, brothers-in-law, and sisters-in-law and relationships where the employee is responsible for primary care.

b. Death of a Close Relative

In the event of death of a close relative of an educational technician, the educational technician shall, upon request, be granted not to exceed two (2) working days leave of absence with full pay to make household adjustments, arrange for funeral services or to attend a funeral, providing

lost time falls within the work week of the educational technician. Said leave is not to be charged against sick leave.

A close relative under this section will be defined to consist of the following: aunt, uncle, niece, and nephew, in natural, in-law, and step relationships

c. Death of a Relative or Friend

In the event of death of a friend or relative not listed above, the educational technician shall, upon request, be granted one (1) working day leave of absence with full pay to attend a funeral, providing lost time falls within the work week of the educational technician. Said leave is not to be charged against sick leave.

Note: If, in the opinion of the Superintendent of Schools, the educational technician needs more time due to unusual circumstances, one (1) additional day in Section 2a, and up to three (3) additional days in Section 2b, and one (1) additional day in Section 2c, may be granted.

3. Personal Leave

Definition:

Personal leave is for urgent business which can't be conducted outside of school hours and the educational technician's presence is of a compelling nature.

Purpose:

Personal leave shall not be used for vacation or vacation-type activities nor to extend a school holiday or vacation period unless approved by the Superintendent who will assess the educational technician a per diem salary deduction. Such leave shall not be granted when it is deemed by the Superintendent to be disruptive to the school system. Unexcused absence for vacation or vacation-like activities shall not be considered as personal leave and shall be subject to disciplinary action by the Superintendent.

Use

- a. Notice of intention to use a personal day should be made, in writing, through the building principal three (3) days prior to the requested leave unless of an emergency nature.
- b. An educational technician may have two (2) days of personal leave.
- c. The personal leave day will not be deducted from sick leave.
- d. Unused personal leave cannot be carried over from year to year.

4. Jury Duty

An educational technician who is called to serve on a jury shall continue to receive his/her full wages. The school department shall be reimbursed for any compensation received for such duty with the exception of travel and meals. An

educational technician shall return to work if not called or excused.

5. Summons

An educational technician who is summoned to appear in court as a witness, shall continue to receive his/her full wages. The school department shall be reimbursed for any compensation received for such duty with the exception of travel and meals.

B. UNPAID LEAVES

Medical Leave

A temporary leave for up to one (1) year shall be granted for educational technicians with extended illnesses, provided the leave occurs during one school year. Educational technicians shall be guaranteed the right to reemployment unless there has been a reduction in force in which case, he/she will maintain his/her seniority. Such leave may be extended beyond the provisions of this article at the School Committee's sole discretion.

ARTICLE 8.

PROFESSIONAL DEVELOPMENT

- A. When an educational technician has earned any number of credits from courses approved in advance by the Superintendent of Schools, he or she shall receive an allowance equal to the cost per credit at the University of Maine and the cost of registration. He or she may be compensated for no more than six (6) credit hours in any one year. An educational technician must apply for payment within thirty (30) days after receipt of the credit for the course.
- B. The School Committee recognizes the need for the professional development of educational technicians. The School Committee will pay for expenses incurred by educational technicians to attend workshops and conferences approved by the superintendent in advance. An educational technician who attends such an approved conference or workshop will not lose pay.
- C. The district will pay the state fee for the recertification authorization of the educational technicians.
- D. Educational Technicians shall receive recertification credits for all professional development activities and new learning related to their work as approved by the building principal or his/her designee.

ARTICLE 9.

TRAVEL ALLOWANCE

Educational technicians shall be reimbursed at the school system-wide rate when attending conferences, workshops, or school-related business regarding personal transportation that has received prior written approval from the administration for such reimbursement.

ARTICLE 10.
PAID HOLIDAYS

The following days shall be recognized and observed as paid holidays:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	President's Day
Thanksgiving Day	Patriots Day
Day after Thanksgiving	Memorial Day
Christmas	

Educational Technicians shall be paid for eleven (11) holidays. Holidays will be observed as listed in the school calendar and will be paid at the Educational Technician's normal daily rate of pay. July 4th will be added as a paid holiday if the school year is extended to include July 4th.

ARTICLE 11.
VACATION

- A. Educational Technicians will be paid for ten (10) vacation days per year in lieu of vacation, accrued at the rate of one (1) day per month from September through June.
- B. Newly hired Educational Technicians and those who resign before the end of the school year will receive credit for one (1) vacation day in any month where they have worked ten (10) days.
- C. Vacation pay shall be calculated based on the Educational Technician's normal daily rate of pay.

ARTICLE 12.
PLAN OF PAYMENT

- A. Payroll for Educational Technicians shall be calculated as follows: educational technicians who resign before the end of the school year shall be prorated.
(Number of student days + 11 Holidays + 10 Vacation Days) x (Regular daily hours worked) x (rate of pay) divided by 21 payrolls
- B. Educational Technicians hired after July 1, 2006 shall be paid on an hourly basis, including paid holidays and requests for accrued vacation, for the first six months of employment. After six months their pay will be calculated as follows: (Number of student days remaining + holidays remaining + vacation days remaining) x (Regular daily hours worked) x (rate of pay) divided by payrolls remaining).
- C. Educational Technicians will be compensated for additional time worked beyond the calculated bi-weekly pay when the building Administrator authorizes such time.
- D. An appropriate deduction from pay will be made if the Educational Technician is approved for unpaid leave.

ARTICLE 13.
NON-DISCRIMINATION

The Board shall comply with applicable provisions of federal and state laws with respect to discrimination in employment.

ARTICLE 14.
SENIORITY, LAYOFF, RECALL

A. Seniority

"Seniority" shall be an educational technician's length of continuous regular service since the date of his or her employment. An educational technician shall have no seniority for the initial twelve (12) working months of employment, but upon completion of this period, shall have seniority retroactive to the commencement of this period.

B. Seniority List

1. Within thirty (30) days of the execution of this Agreement, the School Committee shall establish a seniority list with the educational technician with the greatest seniority listed first. The seniority list shall be brought up to date every year.
2. On or about October 31 and March 1 of each year, the seniority list shall be sent to the president of the association and to a designated Educational Technician in each school building. Any disagreement with the list must be reported by the Association to the Superintendent within thirty (30) days after delivery of the list to the Association otherwise the list shall be deemed to be accurate.
3. When two (2) or more employees have the same length of continuous service as calculated in Section A, the employee with the greatest total length of service with the Yarmouth School Department shall be the more senior.
4. When Section B-3 does not provide one (1) employee or another with greater seniority, the order of seniority among tied employees shall be determined by lot.

C. Position Elimination

1. The School Committee (or its designee) will notify the Association when it determines that a reduction in force may be necessary. The School Committee (or its designee) will meet and consult with the Association upon request prior to a decision to eliminate any bargaining unit position(s).
2. A decision by the Committee to eliminate any bargaining unit position, shall not be subject to the grievance procedure or arbitration.
3. In the event that the Committee eliminates any bargaining unit position, it shall give the Association thirty (30) days written notice of the positions eliminated.

D. Selection of Employee for Layoff

The employee to be laid off due to the elimination of a position shall be the employee with the lowest seniority whose position can be filled by a more senior employee who is qualified for that position as determined by the Superintendent. The assignment and transfer of employees which may be required to fill the position of an employee laid off under this article shall be made by the School Committee pursuant to Article 20 of this agreement.

E. Continuation of Benefits

Educational technicians who have been laid off shall be eligible to participate, at their cost, in group life and health insurance for eighteen (18) months following the effective date of layoff. Educational technicians who desire to maintain group life and health insurance in accordance with this Article, must so notify the School Committee, in writing, by no later than thirty (30) days after the effective date of the layoff.

F. Recall

1. The School Committee shall establish a recall list of laid-off educational technicians. An educational technician who has been laid off shall be placed on a recall list and shall be sent position vacancy announcements in the unit. If qualified for the vacancy, as determined by the Superintendent of Schools, educational technicians shall be recalled from lay off according to their seniority. It shall be the responsibility of the educational technician to keep the School Committee advised of his or her current address.
2. Notice of recall will be given by certified mail sent to the last mailing address given to the office of the Superintendent. A copy of the notice of recall will be given to the Association at the same time the notice is mailed to the educational technician.
3. An educational technician who is reduced in force will remain on the recall list for one (1) year unless the educational technician :
 - a. waives recall rights, in writing;
 - b. resigns;
 - c. fails to accept within seventy-two (72) hours of receipt of written notice recall to a position within the unit for which he or she is qualified;
 - d. fails to report to work in the position accepted within fifteen (15) working days after receipt of the notice of recall unless such educational technician is sick or injured or unless this provision is waived by the Superintendent.
4. Educational technicians re-employed under Article 14.(B) shall retain their seniority accumulated prior to the layoff.
5. Any educational technician re-employed under Article XIV.(B) shall be reinstated at his/her status at the time of lay off.

ARTICLE 15.

POSITION VACANCIES

- A. Whenever a job opening occurs for a position within the bargaining unit, a notice of such opening will be sent to the President of the Association and to each member of the bargaining unit. Members of the bargaining unit, including the President of the Association, will each be sent a notice by email and a written notice will be mailed to a designated representative of the educational technicians.

- B. During the open period, educational technicians who wish to apply for the open position - including educational technicians on lay off - may do so. The application shall be in writing and it shall be submitted to the Superintendent of Schools.

ARTICLE 16.

PERSONNEL FILE

- A. The Board shall maintain, for official purposes, one (1) personnel file for each educational technician. This file shall be kept under conditions that insure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the educational technician, written evaluations and other appropriate material relating to the individual's employment.

- B. Anonymous or unattributed material shall not be placed in the file. An educational technician shall have the right to submit a written response to any material placed in the personnel file. This written response shall then be filed and attached to the appropriate material.

- C. Educational technicians, and designated Association representatives, shall have the right to examine their file in the presence of the file's custodian, or that individual's designee, during the normal business hours of the office in which the file is kept.

- D. Unless otherwise provided by law, no person other than the educational technician, the educational technician's Association representative, members of the School Committee and its attorney, or the educational technician's administrators and their appropriate clerical support shall have access to the personnel file unless specific written authorization is granted by the educational technician.

ARTICLE 17.

INSURANCE

- A. Health Insurance
 - 1. The School Department shall provide to those educational technicians who qualify, the MEA Benefits Trust Health Insurance (or comparable coverage). The School Department will contribute towards the single subscriber premium not to

exceed the amount specified in Table A which is based on 100% of the prior year Choice Plus premium.

Table A Single subscriber premium

2012-2013	2013-2014	2014-2015
100% of prior year single subscriber Choice Plus	100% of prior year single subscriber Choice Plus	100% of prior year single subscriber Choice Plus

2. Educational Technicians who decline health insurance coverage shall be able to apply the amounts specified in Table B toward a variety of insurances and tax sheltered annuities which shall include, but may not be limited to: (1) income protection for loss of time which pays a per diem allowance for time off from work due to illness or an accident; or (2) Group Life and Supplemental Insurance; or (3) an additional life insurance plan mutually agreed upon; or (4) dental insurance (pending sufficient participation by educational technicians to satisfy insurance provided). A Section 125 Plan (medical reimbursement and child care reimbursement) shall be offered to those Educational Technicians who wish to participate in such a program.

Table B Alternative Benefit

2012-2013	2013-2014	2014-2015
\$2,000	\$2,000	\$2,000

3. An educational technician who is on unpaid leave is entitled to participate in the group insurance plan at his/her own cost.
4. Educational technicians who work less than twenty (20) hours per week would not receive insurance benefits.

B. Life Insurance

The School Department shall provide at the department's cost, the premium for the Basic State Group Life Insurance Program in increments of \$1,000 based on annual compensation.

ARTICLE 18.
MISCELLANEOUS

A. Maintenance of Standards

These contractual conditions and benefits of employment set forth in this Agreement for the employees shall be maintained during the term of this Agreement at not less than the level in effect at the signing of this Agreement, subject to the provisions of this contract

B. Severability

In the event that any provision of this Agreement is found to be in conflict with any state, federal, or other applicable law, such law (s) shall prevail and such provision of the agreement shall be considered invalid and void. Such invalidity shall not affect the validity of remaining provisions of the Agreement which shall remain in full force and effect. Negotiation on the provision(s) found invalid shall commence within thirty (30) days of a request by either party.

ARTICLE 19.
NOTIFICATION

Educational technicians shall be provided written notification of their next year's assignment, hourly wage rate, hours per day, and starting date of their work year no later than July 1. Educational technicians must notify the Superintendent of Schools, in writing, whether or not they will return to the position by July 15, otherwise they will be deemed to have resigned. Educational technicians may not resign from said position during the month of August. An educational technician must provide at least ten (10) days written notification of their intent to resign during the year.

ARTICLE 20.
MANAGEMENT RIGHTS

Except as expressly provided otherwise by this Agreement, the determination and administration of school policy, the operations of the schools and the direction of the employees, are vested exclusively in the School Committee of the Yarmouth School System. The committee retains all rights and powers that it has or may hereafter be granted by law and may exercise the same at its discretion. However, nothing herein shall be construed to diminish in any way the rights accorded to employees under the Maine Public Employees Labor Relations Act whether or not referred to or mentioned in this contract.

ARTICLE 21.
EMPLOYMENT

- A. The administrator(s), in consultation with the Superintendent, shall recommend assignment and transfers of Unit members for the efficient operation of the schools. Such transfers and assignments may be either permanent or temporary.
- B-1. The preference of Unit members shall be taken into consideration in making assignments and transfers; however, the best interest of students and the school system must be given priority.
- B-2. The School Committee reserves and shall have the right to make assignments and transfers on the basis of ability, performance of duty and the recommendation of the Superintendent.

ARTICLE 22.
NO STRIKE - NO LOCKOUT

The Unit agrees there shall be no strikes, slow-down, stoppage of work or any interference with the efficient management of the School Department. The School Department, in return, agrees

that there shall be no lockout of Unit Members by the Employer unless this action is necessary to maintain schools as prescribed by state law.

ARTICLE 23.

PAYROLL DEDUCTION

- A. Upon receipt of written authorization from an educational technician, the School Committee shall provide the following deductions:
1. Health insurance
 2. Maine State Retirement System Life Insurance (any amount above Basic)
 3. Association Dues - Local, State and National
 4. Other items directly related to Article 17A

Except with respect to Association Dues, which may be initially authorized at any time, initial authorization for these deductions must be made no later than fourteen (14) calendar days before the second payroll of the school year. The School Committee agrees to deduct the amounts authorized until the educational technician informs the Employer, in writing, to terminate such deductions. Said deductions shall be sent to the appropriate agencies.

- B. The Association shall fully indemnify and hold the District, School Committee and Superintendent, completely harmless against any claims or suits of any nature which may arise by reason of the School Committee's compliance with the terms of this Article.

ARTICLE 24.

RETIREMENT

Any educational technician employed under the collective bargaining agreement prior to August 30, 1994, (effective date of hire for all new hires is September 1st) shall receive upon retirement from the Yarmouth School Department, a payment which is determined by multiplying one-half of his/her accumulated sick leave days by the daily rate of pay for the final year of employment. This section applies only to those educational technicians who retire under the Maine State Retirement System and/or Social Security, and have been in the Yarmouth School System for at least ten (10) years. Payment shall be made in the last paycheck prior to retirement, if the educational technician notifies the Superintendent, in writing, of his/her intent to retire on or before February 1st of the previous year.

Any educational technician employed on or after September 1, 1994, shall receive upon retirement from the Yarmouth School Department, a payment which is determined by multiplying one-half of his/her accumulated sick leave days by the daily rate of pay for the final year of employment, up to a maximum of 30 days. This section applies only to those educational technicians who retire under the Maine State Retirement System and/or Social Security, and have been in the Yarmouth School Department for at least ten (10) years. Payment shall be made in the last paycheck prior to retirement, if the educational technician notifies the Superintendent, in writing, of his/her intent to retire on or before February 1st of the previous year.

ARTICLE 25.

DURATION OF AGREEMENT

- A. The provisions of this agreement shall be effective as of September 1, 2012, and shall continue in effect until August 31, 2015.
- B. All matters dealt with herein or dealt with in negotiations which led to this Agreement shall be treated as having been brought up and disposed of and the School Committee shall be under no obligation to discuss such matters with the Unit except upon mutual consent of both parties.

In witness whereof, the parties have hereunto set their hands and seals this 8th
day of November 2012.

Abigail King Diggins
Yarmouth School Committee

Belinda Sancier
Educational Technicians Bargaining Unit

APPENDIX A

**Yarmouth School Department
Educational Technician Salary Schedule 2012-2013**

Increase: 6% base, 3.5% between steps

Years of Experience	Step	Ed Tech I	Ed Tech II	Ed Tech III
1	1	13.31	14.49	15.08
2	1	13.31	14.49	15.08
3	2	13.78	15.00	15.61
4	2	13.78	15.00	15.61
5	3	14.26	15.52	16.16
6	3	14.26	15.52	16.16
7	3	14.26	15.52	16.16
8	4	14.76	16.07	16.72
9	4	14.76	16.07	16.72
10	4	14.76	16.07	16.72
11	5	15.28	16.63	17.31
12	5	15.28	16.63	17.31
13	5	15.28	16.63	17.31
14	5	15.28	16.63	17.31
15	6	15.81	17.21	17.91
16	6	15.81	17.21	17.91
17	6	15.81	17.21	17.91
18	6	15.81	17.21	17.91
19	7	16.37	17.81	18.54

- Step 1: 1-2 years
- Step 2: 3-4 years
- Step 3: 5-7 years
- Step 4: 8-10 years
- Step 5: 11-14 years
- Step 6: 15-18 years
- Step 7: 19+ years

**Yarmouth School Department
Educational Technician Salary Schedule 2013-2014**

Increase: 3% base, 3.5% between steps

Years of Experience	Step	Ed Tech I	Ed Tech II	Ed Tech III
1	1	13.71	14.92	15.54
2	1	13.71	14.92	15.54
3	2	14.19	15.45	16.08
4	2	14.19	15.45	16.08
5	3	14.69	15.99	16.64
6	3	14.69	15.99	16.64
7	3	14.69	15.99	16.64
8	4	15.20	16.55	17.23
9	4	15.20	16.55	17.23
10	4	15.20	16.55	17.23
11	5	15.74	17.13	17.83
12	5	15.74	17.13	17.83
13	5	15.74	17.13	17.83
14	6	16.29	17.73	18.45
15	6	16.29	17.73	18.45
16	6	16.29	17.73	18.45
17	7	16.86	18.35	19.10

- Step 1: 1-2 years
- Step 2: 3-4 years
- Step 3: 5-7 years
- Step 4: 8-10 years
- Step 5: 11-13 years
- Step 6: 14-16 years
- Step 7: 17+ years

**Yarmouth School Department
Educational Technician Salary Schedule 2014-2015**

Increase: 2% base, 3.5% between steps

Years of Experience	Step	Ed Tech I	Ed Tech II	Ed Tech III
1	1	13.99	15.22	15.85
2	1	13.99	15.22	15.85
3	2	14.48	15.76	16.40
4	2	14.48	15.76	16.40
5	3	14.98	16.31	16.98
6	3	14.98	16.31	16.98
7	4	15.51	16.88	17.57
8	4	15.51	16.88	17.57
9	5	16.05	17.47	18.18
10	5	16.05	17.47	18.18
11	5	16.05	17.47	18.18
12	6	16.61	18.08	18.82
13	6	16.61	18.08	18.82
14	6	16.61	18.08	18.82
15	7	17.19	18.71	19.48

- Step 1: 1-2 years
- Step 2: 3-4 years
- Step 3: 5-6 years
- Step 4: 7-8 years
- Step 5: 9-11 years
- Step 6: 12-14 years
- Step 7: 15+ years