Brunswick School Board

Adoption: 8/28/90
Amended: 10/26/93
Amended: 6/14/95
Amended: 6/25/97
Amended: 4/8/98
Amended: 5/12/99
Amended: 6/14/00
Amended: 9/12/01
Amended: 6/11/03
Amended: 6/14/06
Amended: 7/8/09
Amended: 8/12/09
Amended: 5/12/10
Amended: 6/12/13

Amended: 7/14/16

#### THE BRUNSWICK SCHOOL DEPARTMENT IS AN EQUAL OPPORTUNITY EMPLOYER

# BRUNSWICK SCHOOL DEPARTMENT 46 Federal Street Brunswick, Maine 04011

## EMPLOYMENT POLICY COMPENSATION PLAN

# RESOURCE ASSISTANTS, ESL RESOURCE ASSISTANTS, ASL INTERPRETERS, MIGRANT SERVICE PROVIDERS, AND HOMEBOUND SERVICE PROVIDERS

Effective: 8/1/15 - 7/31/18

This plan is not a contract, and it may be modified by the School Committee at any time with or without prior notice.

# I. <u>Part-Time Employment</u>:

- A. Any employee who works less than twenty (20) hours a week, or less than 36 weeks per year shall be considered a part-time employee for the purposes of this plan.
- B. Part-time employees are not eligible for benefits.
- C. Substitutes are not eligible for benefits.

# II. <u>Sick Leave</u> (personal illness)

11 days per year, cumulative to 101 days.

Up to 8 days of the employee's accumulated sick leave may be used for immediate family member illness each year. (Immediate family is defined as spouse, child, stepchild, parents, brothers, sisters, parent-in-law, and grandparents, or other persons at the discretion of the Superintendent in individual cases.)

Sick leave shall not be paid when income benefits are paid under any other provisions of this plan.

#### III. 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 one (1) day of general leave with no requirement to specify the nature of that day's use. Except in an emergency, the request for such leave, in the form developed by the Superintendent, must be submitted three (3) days in advance.

#### IV. Bereavement Leave

Up to five (5) days may be taken for a death in the immediate family as determined by the Superintendent. It is understood that the purpose of bereavement leave is to allow personal participation in services held for the decedent or to manage details relating to the service or burial. Immediate family shall be defined as: spouse, child, stepchild, parents, brothers, sisters, parent-in-law, and grandparents, or other persons at the discretion of the Superintendent in individual cases.

# V. <u>Leave of Absence</u>

A leave of absence without pay or benefits may be requested for up to one year and may be granted at the discretion of the Superintendent. The leave must be requested of the Superintendent of Schools at least one month in advance, except in emergencies, in which case the Superintendent may waive this requirement. Insurance benefits may be continued if the employee wishes to assume the full financial responsibility for them.

### VI. Professional Leave

- A. Requests for professional leave for the purpose of attending continuing education programs may be granted at the discretion of the Superintendent. Reimbursement for fees and travel expenses associated with such leave may be requested and granted at the Superintendent's discretion.
- B. 1. Requests for college credit courses are suspended.
  - 2. Requests for two (2) approved in-service training courses at actual cost of the registration may be requested and granted at the Superintendent's discretion.
  - 3. All professional leave must be related to the person's current employment assignment within the Brunswick School Department as determined by the Superintendent of Schools.

#### VII. 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.

## VIII. Health Insurance

The Board will pay on behalf of each employee eligible for and participating, 85% toward the cost of a group health and major medical insurance plan approved by the Board. The Board

will contribute for ten months each year. The employee may arrange for biweekly deductions of the cost of summer coverage during the work year.

# IX. Workers' Compensation

All employees of the School Department are covered under Workers' Compensation Insurance.

#### X. Payroll Deductions Available at Employee's Cost

State group life insurance

Tax sheltered annuities: Regardless of any other language in this plan, all employees regardless of hours worked shall be eligible to elect salary reduction deferrals to a tax sheltered annuity.

#### XI. Paid Holidays

- A. Columbus Day, Veterans Day, Thanksgiving Day and day after, Martin Luther King Day, Memorial Day and Labor Day for those employees whose actual work assignments precede that day.
- B. After five (5) years of continuous employment with the Brunswick School Department, additional holidays shall include: Labor Day, Christmas Day, New Year's Day, Washington's Birthday and Patriot's Day.

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 five years of continuous employment with the Brunswick School Department as stated in B above.

# XII. 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<sup>st</sup> 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.

# XIII. No Smoking Policy

- A. <u>General rule prohibiting use of tobacco</u>. 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. <u>Tobacco Use</u>. "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. <u>Classroom Demonstrations</u>. 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.

#### XIV. Employment Agreements

Annual employment agreements shall be prepared for Resource Assistants, ESL Resource Assistants, and ASL Interpreters covered by this plan. The agreement shall include the assignment, number of weeks, regular hours and rate of pay. In the case of an employee who is new to the system, it shall have a copy of this plan attached.

#### XV. Vacation Days

For the second and subsequent years of this plan:

School year (36 week) employees who work 20 or more hours per week shall earn vacation according to the following schedule:

School year (36 weeks) full-time (20 hours per week or more) employee:

After 10 years of continuous service but less than

15 years: 3 days.

After 15 but less than 20 years: 4 days.

After 20 years: 5 days.

For vacation purposes, a "day" shall be the number of hours a person is scheduled to work in a normal work week divided by the number of days the person is scheduled to work in that same week. All vacation time must be scheduled when school is not in session. No vacation may be taken during the first six months of employment.

# XVI. Experience Credit

Persons who have been previously employed by the Brunswick School Department and who are assigned to a position covered by this compensation plan may request that the superintendent grant experience credit for previous employment in the Brunswick School Department. If in the sole judgment of the superintendent, such previous employment experience in the Brunswick School Department is pertinent, germane, and relevant to the instant position, the superintendent may, at his/her discretion, grant experience credit for some or all of the previous employment.

Appendix A: Resource Assistants Compensation

| I.   | Resource Assistants: Less Than 6 Months 6 Months - Less than 5 Years 5 Years - Less than 10 Years | 2016-17<br>19.55<br>20.94<br>21.53 | 21.96          | 2018-19 |
|------|---|------------------------------------|----------------|---------|
|      | 10 Years or More  | 22.13                              | 22.57          |         |
| II.  | ESL Resource Assistants: Less Than 6 Months 6 Months or More                                      | 23.12<br>24.65                     | 23.58<br>25.14 |         |
| III. | American Sign Language Interpreters:<br>Less Than 6 Months<br>6 Months or More                    | 28.88<br>30.80                     | 29.46<br>31.42 |         |
| IV.  | Migrant Service Providers: Less Than 6 Months 6 Months or More                                    | 23.12<br>24.65                     | 23.58<br>25.14 |         |
| V.   | Homebound Service Providers: Less Than 6 Months 6 Months or More                                  | 23.12<br>24.65                     | 23.58<br>25.14 |         |

- A. Homebound Service Providers, with the recommendation of the Director of Special Education and subject to the approval of the Superintendent of Schools, may receive an additional \$1.00 per hour of certain special education students.
- B. Homebound Service Providers will be paid at the IRS rate per mile for all approved travel when utilizing their own vehicles.

Years beyond will be developed by the School Board at later date.

# APPENDIX B INSURANCE

The Board agrees to make available a group medical insurance plan which consists of the MEA Health Insurance Trust Standard Plan, MEA Choice Plus or comparable insurance coverage with another company. The Board's premium contributions will be made only on behalf employees, persons legally married to those employees, domestic partners as defined by Maine registry, and their dependent children. On behalf of each employee eligible for and electing to take such coverage, the Board will contribute at the appropriate level (single subscriber, single subscriber with children, two-person or full family) in:

85% of the subscriber rate established as of July 1, 2013.

NOTE: This benefit is based on a prorated amount tied to time worked compared to 25 hours per week (25 hours per week considered full time).

An employee married to another Brunswick School Department employee working the same length of work year 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 employees without children married to each other, if the cost of two single plans is less than one two-person plan, each employee will receive a single plan.

The insurance rates are established in June and the new rates are effective in July of each year.

# APPENDIX C DENTAL INSURANCE

The Employer shall provide single dental coverage for all eligible employees. The employer will pay 100% of the premium of the dental single coverage.