

AGREEMENT

between the

COOPERATIVE BOARD OF MAINE REGION 10 TECHNICAL HIGH SCHOOL

and the

REGION TEN TEACHERS ASSOCIATION  
Maine Education Association and the National Education Association

for the bargaining unit composed of

**Educational Support Personnel**

July 1, 2019 – June 30, 2022

**ARTICLE 1**  
**DEFINITIONS**

Except when otherwise specifically indicated, the following words as used in this Agreement shall have the meanings indicated below:

- A. “Administration” – Superintendent/Director or Assistant Superintendent/Director of Maine Region Ten Technical High School.
- B. “Association” –Region Ten Teachers Association or its representative.
- C. “Board” – Cooperative Board of Maine Region 10 Technical High School or its representative.
- D. “Days” – The word days shall mean school days unless otherwise indicated by the context. Between the end of the school year and the beginning of the next school year, the time limits set forth herein shall refer to the regular weekdays, Monday through Friday, excepting legal holidays.
- E. “Superintendent/Director” – Superintendent/Director of Maine Region 10 Technical High School or his/her designee.
- F. “Educational Technician” – Employees employed as Educational Technician I, Educational Technician II or Educational Technician III.
- G. “School year Employee”—38 Weeks; full-time equivalent equals six and one half (6 1/2) hours per day or thirty two and one half (32 1/2) hours per week.
- H. “Full year Employee” –52 weeks; full-time equivalent equals eight (8) hours per day or forty(40) hours per week.
- I. “Employee” – Any member of the bargaining unit as defined in Article II, Recognition.
- J. “Part-Time Employee” – A “Part-Time Employee” is one who works fewer than six and one half (6 1/2) hours per day or thirty two and one half (32 1/2) hours per week in a School Year Employee position, or fewer than eight (8) hours per day or forty (40) hours per week in a Full Year Employee position, and receives a prorated share of wages and benefits based on the percentage of full-time employment.
- K. “Region” – Maine Region 10 Technical High School.
- L. “Units” – The three school units whose students are served by the Region, as follows: Brunswick, RSU No.5, and MSAD#75.

- M. "Immediate Family Member" - Sister-in-Law, Brother-in-Law, Child, Parent, Spouse, Step/Foster Parent, Son-in-Law, Daughter-in-Law, Father-in-Law, Mother-in-Law, Brother, Sister, Grandparent, Domestic Partner, Grandchild, Immediate Household.
- N. "Weighted Average" – The percentages of population of each school unit in the Region as set forth in the Cooperative Agreement for the Region, as amended April 27, 2011 as follows: Brunswick – thirty eight and twenty nine hundredths percent (38.29%); RSU No.5 – twenty four and ninety three hundredths percent (24.93%); MSAD#75 – thirty six and seventy eight hundredths percent (36.78%), multiplied by the comparable benefit for each unit and the products then added together.

**ARTICLE 2**  
**RECOGNITION**

The Cooperative Board of Maine Region Ten Technical High School under this Agreement recognizes the Association, Maine Education Association and the National Education Association, (hereinafter the Association) as the exclusive negotiating agent for all Hourly, Full year or School year, Full Time or Part Time, Teaching and Non-Teaching Educational Support Personnel. This Agreement shall include those persons employed by the Board as Educational Technicians, Head Custodians, Custodians, Bus Drivers, Drivers but excluding confidential employees and employees who are not "public employees" under 26 M.R.S.A. §962(6).

**ARTICLE 3**  
**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 and 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.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any member of the Administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement.

B. Definitions:

1. A "grievance" shall mean a dispute by an employee with respect to the meaning or application of the specific terms of this Agreement.
2. An "aggrieved party" is the employee or employees making the claim, or the Association.
3. A "party in interest" is the employee(s) making the claim, or the Association.
4. "Days" shall mean working school days, except as otherwise provided.

C. Time Limits:

1. The number of days considered at each level should be considered as maximum and every reasonable effort, consistent with the best interests of both parties and the Region, should be made to expedite the process. The time limits may be extended by mutual agreement in writing.
2. Between the end of the school year and the beginning of the next school year the time limits set forth herein shall refer to the regular weekdays, Monday through Friday, excepting legal holidays.
3. A grievance shall be deemed waived unless it is submitted formally in writing within twenty (20) days of the time when the events or conditions on which it is based occurred. Grievances shall be signed by the aggrieved party.

D. Informal Procedure:

1. If an Employee feels that he/she may have a grievance, he/she may first discuss

the matter with the Superintendent/Director.

E. Formal Procedure:

1. Level One - Superintendent/Director

- a. If an aggrieved party is not satisfied with the outcome of any informal procedure he/she may have followed, he/she may present his/her claim as a formal grievance in writing on a mutually agreed upon form to the Superintendent/Director or other appropriate administrator with jurisdiction there over.
- b. The Superintendent/Director or other appropriate administrator shall, within five (5) days after receipt of the written grievance, have rendered his/her decision and the reasons therefore in writing to the aggrieved party.

3. Level Two - Cooperative Board

- a. If the aggrieved party is not satisfied with the resolution of the grievance at Level One, he/she may, within five (5) days after receiving the Superintendent/Director's response, submit the grievance in writing to the Board.
- b. The Board shall, within thirty (30) days after receipt of the appeal, meet with the aggrieved party for the purpose of reviewing the grievance.
- c. The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the Association.

4. Level Three- Impartial Arbitration

- a. If the Association is not satisfied with the disposition of the grievance at Level Two, and the Association determines that the grievance has merit, it may, within ten (10) days, submit the grievance to arbitration by so notifying the Board in writing.
- b. The Board and the Association, if the Association exercises its right to invoke arbitration may, within ten (10) days after the written notice pursuant to Section E(4)(a) hereof, jointly select a single arbitrator. If the parties are unable to agree upon an arbitrator within the time provided, the Association shall, within the subsequent fifteen (15) days, request the American Arbitration Association to utilize its procedures for the selection of an impartial arbitrator.

- c. The arbitrator selected shall confer promptly with each party and shall review the record of any prior hearings and shall hold such further hearings with the Association and Board as he/she shall deem requisite.
- d. The arbitrator shall, as soon as practicable after his/her selection, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties, subject only to judicial review as provided by statute. The costs for the services of the arbitrator shall be borne equally by the Board and the Association, unless one party unilaterally withdraws.

F. Rights of Employees to Representation:

Any aggrieved party may be represented at Levels One, Two, or Three of the formal grievance procedure by a representative from the Association. When an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

G. Group Grievance:

If a grievance affects a group or class of Employees, the Association may submit such grievance in writing to the Superintendent/Director or other appropriate administrator directly involved, and the processing of such grievance shall be commenced at Level Two. The Association may process such grievance through all levels of the grievance procedure.

H. Filing:

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

I. Forms:

Forms for filing and processing grievances and other necessary documents are attached and made available so as to facilitate operation of the grievance procedure.

J. Meetings:

Any meetings or hearings under this procedure shall be conducted in closed session and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Grievance Procedure.

**ARTICLE 4**  
**RIGHTS OF THE BOARD**

- A. Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the determination of educational policy, the operation and management of the schools, and the control, supervision and direction of the Employees are vested exclusively in the Board.

**ARTICLE 5**  
**RIGHTS AND OBLIGATIONS OF EMPLOYEES AND ASSOCIATION**

- A. After two (2) consecutive years of employment (probationary period), no Employee shall be disciplined in writing or reprimanded without just cause. Any such action taken by the Board, or any agent or representative thereof, shall be subject to the grievance procedure. This paragraph does not apply to termination of an Employee's employment due to the elimination of a position. The parties' rights and responsibilities regarding the elimination of an Employee's position are governed by Article 4 of this Agreement.
- B. Following employment for two (2) years with the Region, an Employee shall not be dismissed or suspended without pay during the term of the Employee's employment without just cause.
1. When Administration determines that an Employee must be reprimanded in writing and a record of the reprimand placed in an Employee's file, the Employee shall be entitled to an opportunity to meet with Administration to discuss the reprimand before it is placed in the file. The Employee shall have at least one day's notice of the meeting and shall have the right to have a representative of the Association present.
  2. Whenever an Employee is requested to appear before the Superintendent/Director or Board in a formal meeting concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, then he/she shall be given at least one (1) days written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association or legal counsel present.
  3. Representatives of the Association may transact official Association business on school property provided that prior approval has been received from the Superintendent/Director and that such use does not interfere with normal operation as determined by the Superintendent/Director. All requests to use the school building and facilities shall be made in advance, and the Association shall

reimburse the Board for any extra labor cost incurred as a result of such use.

4. Personnel Files.  
**Right to Review.** An Employee shall have the right to review the contents of his/her personnel file upon written request and to copy at his/her expense any documents contained therein. The Employee shall have an opportunity to respond in writing and have attached any documentation relating to information placed in his/her file. No information, except routine material of a non-prejudicial nature, may be placed in a personnel file without the Employee simultaneously receiving a copy.
  5. Complaints and Investigations.
    - a. **Investigations.** The Employee has the right to representation by the Association or by legal counsel at any investigatory interview.
    - b. **Complaints.** Any such complaint shall be promptly investigated and called to the attention of the Employee. The Employee shall be informed of the specific matters under investigation and be provided with copies of any material used by Region 10 in the course of the complaint. The Employee shall be given the opportunity to respond and rebut such complaint during the course of investigation.
  6. Rules and Procedures. Region 10 shall provide the Association with a copy of the rules and procedures and any revisions thereof.
  7. Performance Evaluations. There will be annual written performance evaluations completed by the Superintendent/Director and/or his/her designee.
  8. Employment Notice. The Letter of Intent, when sent to Employees concerning future employment, will contain the following language: "If funds are available, we look forward to working with you again next year."
  9. Paid release time of one (1) day will be granted to the President or designee to conduct Association business. The Association shall notify the Superintendent/Director in advance.
- C. All current job descriptions shall be made available to the Association.



**ARTICLE 6**  
**ELIMINATION OF POSITION**

- A. In the event it becomes necessary for the Board to eliminate a position in the bargaining unit at any time for any reason, the following criteria shall be the determining factors in deciding the order of layoff:
1. Ability;
  2. Qualifications;
  3. Seniority, defined as the length of Employee's service as an Educational Support Person or Teacher at the Region;
  4. Length of total educational employment experience.
- B. The Board's decision regarding which position to eliminate after application of the criteria set forth in paragraph A shall not be subject to grievance, unless shown to be arbitrary and capricious or without basis in fact.
- C. For a period of one (1) year following layoff, Employees shall receive notice of vacancies for which they are qualified and which are in the bargaining unit consisting of Employees, prior to the publication of notice of such vacancy. The Board shall hire the laid off Employee(s) by seniority unless there is a substantially more qualified applicant from outside the bargaining unit.
- D. Any arbitration properly invoked in connection with this Article pursuant to the grievance procedure shall consist of the arbitrator's review of the transcript of testimony and exhibits presented to the Board. The transcript (record) of the Board's hearing will be produced by a tape and copies will be provided to both parties and the arbitrator. Briefs, if any, shall be submitted in accordance with a schedule established by the arbitrator. The arbitrator shall have no authority to revoke or modify the decision of the Board unless the decision was arbitrary and capricious.
- E. No grievance may be filed in connection with this Article unless the Employee in writing has previously waived any right the Employee may have to file a separate civil action or to seek alternative judicial relief relating to the Board's action.
- F. It is understood that this Article relates only to the termination of Employees covered by this contract resulting from elimination of positions and does not relate to or affect the Board's statutory authority to dismiss Employees.

**ARTICLE 7**  
**BENEFITS**

- A. Unless otherwise provided in the agreement, all leave, vacation, holidays, insurance and other benefits of any kind to which employees may be entitled under this agreement shall be prorated based upon the ratio between the employee's regularly scheduled hours and full-time hours as set forth in Article 1, Definitions, and Article 12, Work Days and Work Year.
- B. Sick Leave
1. All School Year Employees shall be credited at the start of the school year with paid sick leave at the rate of 1.1 leave days a month from September to June, for a total of 11 days per work year. Unused sick leave shall be accumulated from year to year for each Employee up to an amount equal to the Weighted Average of the sending units.
  2. All Full Year Employees shall be credited shall be credited at the start of the fiscal year with paid sick leave at the rate of .29 days per week for a total of 15 days per year. Unused sick leave shall accumulate from year to year for each Employee up to an amount equal to the Weighted Average for the sending units.
  3. Sick leave with pay shall be granted and taken when an Employee is prevented from working because of personal illness or injury. Elective surgery or elective dental work does not qualify for sick leave unless required in connection with a personal illness or accident.
  4. In compliance with the "Family and Medical Leave Act" up to forty (40) days of accumulated sick leave shall be granted and taken when an Employee is prevented from working because of family illness or injury. Additional days may be granted at the discretion of the Superintendent/Director.
  5. The parties recognize that employee absences are detrimental to the educational process and therefore must be held to an absolute minimum. Therefore, at the conclusion of the school year, the Region will buy back unused sick time, up to forty (40) hours.
  6. In the event of absence of an Employee for illness or injury in excess of five (5) consecutive school days, the Superintendent/Director may require the Employee to submit to a medical examination by the school physician attesting to the Employee's ability to return to work. Examination by the school physician or by any physician to which the Employee is referred by the school physician shall be at the Board's expense. The Employee shall provide a report of any examination to the Superintendent/Director.

7. In case of injury, covered under the Maine Worker's Compensation Act, an Employee will receive from the Employee's accumulated sick leave the difference between the amount of the Employee's regular net pay and the amount received as worker's compensation. The difference shall be charged on a pro-rated basis to the Employee's accumulated sick leave and shall cease when the Employee's sick leave is exhausted.
  8. All Employees who are permanently separated from employment as a result of voluntary retirement or voluntary separation shall receive payment of a percentage of their accumulated sick leave as determined by a calculation of the Weighted Average of the sending units, provided there has been ten (10) years continuous employment with Region 10. In the event of death this benefit will be paid to the estate of the Employee without regard to the ten (10) years continuous employment provision.
  9. On or before October 1<sup>st</sup> an annual written statement indicating the number of sick days used in previous year and accumulated at beginning of current year will be provided each employee. Whenever an employee with ten (10) years of consecutive service at Region 10 retires, that employee shall be paid for one half (1/2) of their accumulated sick leave, not to exceed thirty (30) days at their per diem rate.
- C. Bereavement Leave. An Employee shall be entitled to three (3) days paid leave in the event of death in the Employee's family or other persons at the discretion of the Superintendent/Director in individual cases. Additional leave may be taken from accumulated sick leave on the approval of the Superintendent/Director.
- D. Military Leave. Employees who are members of the National Guard or other authorized state military or naval forces, or who are members of the Army, Air Force, Marines, Coast Guard or Naval Reserve, are entitled to a leave of absence from their respective duties in response to federal or state orders, provided that the Employees have made every reasonable effort to perform their annual training during the period when school is not in session.
- E. Jury Duty. An Employee shall be entitled to leave with pay to serve as a juror, provided that any payments received by an Employee for attendance as a juror shall be transmitted to the Board, except that an Employee shall not be required to transmit to the Board any payments received for travel.
- F. Extended Leave. An Employee may be granted, at the sole discretion of the Board, leave for any reason for a period of up to one (1) year without pay or increment. Such leave shall be applied for at least 1 month in advance, except in emergencies; in which case the Board may waive the requirement. Leave shall be applied for and granted or denied in writing. Employees on such leave shall notify the Board within a reasonable length of

time but not less than thirty (30) days before the end of such leave whether or not they will return on schedule to active employment provided that an Employee who fails to so notify the Board as provided herein may be terminated, at the sole discretion of the Board. Insurance benefits may continue if the employee wishes to assume financial responsibility for them.

G. Personal Leave.

1. Employees may use one (1) day of paid personal leave not charged to sick leave and two (2) days of paid personal leave which will be charged to sick leave per work year for urgent personal or family matters which cannot be conducted outside of work hours.
2. Written request to the Superintendent/Director shall be made on the attached form at least one (1) week in advance (except in the case of emergency), and the applicant shall in all cases state the reason for taking such leave.
3. Leave allowable under this provision shall not be accumulated beyond each work year.

H. Holidays.

1. The following days shall be paid holidays for all School Year Employees: Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, (to be used on the day celebrated in Maine).
2. For Full Year Employees all of the above days plus Independence Day (to be used on the day celebrated in Maine) and the day before or after Christmas as determined by the Superintendent/Director, shall be paid holidays
3. An Employee must work his/her scheduled workday preceding the holiday and his/her scheduled workday following the holiday to be eligible for holiday pay with the exception of bereavement leave, emergency medical leave, or jury duty.
4. The holiday pay shall be based on the Employee's normal workday.

I. Paid vacation.

1. Full Year Employees;  
Less than six years continuous service, 10 days,  
Six or more years of continuous service, 15 days  
Fifteen or more years of continuous service, 20 days  
Twenty or more years of continuous service, 25 days,

2. No vacation may be taken during the first six months of employment.
3. Vacation entitlement shall be as of July 1 of each year for all employees. Vacation days do not accrue and must be used during the year in which it occurs.

J. Health Insurance.

1. The Board shall make available to all Employees the MEA Benefits Trust Anthem Medical Insurance provided that upon agreement of the parties the board may substitute a lower cost program of insurance as long as the benefits are substantially equal or superior to those provided by the State Mutual Plan.
2. On behalf of each School Year and Full Year Employee eligible for and electing to take such coverage, the Board shall contribute 85% of the Region 10 monthly Choice Plus premium cost for each full time employee electing health coverage, but not more than 100% of the health insurance benefit contributed by the Board to members of the bargaining unit composed of all certified personnel engaged in full time teaching positions. Employees can "buy up" to the Standard plan at their option and expense. Health Insurance coverage shall be for a full 12 month period commencing on July 1 and ending on June 30.

For newly hired employees, coverage will begin in the first month eligible after hire date and end on June 30.

3. Any Employee that works less than ½ time is not entitled to health insurance benefits.
4. Any Employee who is eligible to receive health benefits but who chooses not to enroll in the health insurance plan, and who provides written documentation that he or she is otherwise covered by another ACA compliant health insurance plan provided by an employer other than the Board, shall be entitled to receive a cash in lieu payment. For eligible Employees electing to receive this cash in lieu payment, the Board shall contribute up to but not more than twenty percent (20%) of the premium associated with the Region 10 "single" Choice Plus coverage which the Board pays on behalf of employees electing single coverage. This amount shall be divided into twenty (20) equal installments. An employee leaving the employment of the Board before the end of the school year shall not receive cash in lieu payments beyond his or her last month worked. In order to be eligible for this cash in lieu payment, the Employee must submit a request in writing to the Human Resources Department no later than the fifth (5<sup>th</sup>) student day of each school calendar year, along with the required documentation of coverage under an alternative ACA compliant plan. There will be no exceptions to this deadline. Eligible Part-time Employees will receive a premium based on the percent they are employed; only to the degree the insurer will provide coverage for Part-time Employees.

5. An Employee is only eligible for Board contributions towards spousal coverage under two-adult or family coverage if his/her spouse is not eligible for employer paid group health insurance coverage through his/her employer or, if self-employed, does not provide group health insurance for his/her employees. For purposes of this provision, "eligible" shall mean access to employer-paid group health insurance, regardless of the plan design or cost to the spouse, provided that the employer or self-employed person pays a portion of the spouse's/employee's health insurance premiums. If the spouse has access to a health insurance plan that meets the above conditions and elects compensation or another form of benefit in lieu of health coverage, the spouse shall be ineligible for Board contributions for spousal coverage. Employees requesting health coverage for a spouse are required to complete the certification for [attached as Appendix ##] upon enrollment in the Board's plan, and each year thereafter, concerning their spouse's eligibility for health insurance. The Board may require further documentation as it deems appropriate.
6. The Board agrees to provide a flu shot to all Employees, if desired.

K. Dental Insurance

1. The Board agrees to make available a single subscriber group dental insurance plan as of the first full month following the execution of this Agreement with a payroll deduction. On behalf of all Full-Time and Part-Time Employees eligible for and electing to take such coverage, the Board shall contribute 100% of the cost of single coverage, based on the Weighted Average of contributions made by the sending units

**ARTICLE 8**  
**TRAVEL**

- A. Utilization of private vehicles for Region 10 business shall be reimbursable at the IRS rate. Employees must have prior approval of the Superintendent/Director or designee to be eligible for reimbursement and shall submit requisitions for payment.
- B. Employees are not required to use private vehicles for Region 10 business.

**ARTICLE 9**  
**SALARY SCHEDULE**

- A. The salary rate for all Employees will be calculated using the Weighted Average of the sending units based on comparable job and comparable years of service.
- B. In the event that any Unit has not established a salary rate for the Educational Technician III the following percentages will be applied to that Unit's salary:
  - a. 109.45% for the Ed. Tech III scale.
- C. In the event that any Unit has not established salary rates at the beginning of the school year, the previous year's rate for that Unit will be used until such time as that unit sets a new salary rate. The new rate will be applied retroactive to July 1<sup>st</sup>.
- D. Bus driving differential: When an employee is asked to drive a school bus, that employee will be paid a differential equal to \$1.00 per hour while they are performing the duties of a "Bus Driver."
- E. All School Year and Full Year employees shall receive a salary schedule within 30 days after sending school contracts have been ratified for the upcoming fiscal/school year.

**ARTICLE 10**  
**SALARY PLACEMENT**

The following provisions shall apply to hiring placement of a new Employee on the salary schedule:

- A. The Employee shall be placed on the first step of the salary schedule upon evidence of minimum education and/or experience.
- B. The Board, in its discretion, may grant one or more additional steps for relevant experience.

**ARTICLE 11**  
**SALARY INCREMENT**

- A. Salary increments will be approved by the Board upon certification from the Superintendent/Director that an Employee's performance has been satisfactory.
- B. The Board may withhold a salary increment upon written recommendation of the Superintendent/Director. The Board shall consider advice and assistance offered to the Employee and will determine whether the Employee has had a reasonable time to improve his or her performance.

- C. Whenever the Board elects to withhold a salary increment, it will set forth in the record the reason or reasons for its decision. The decision of the Board shall be final.

**ARTICLE 12**  
**WORK DAYS AND WORK YEAR**

- A. The normal workday for School Year Employees shall be not more than seven (7) hours which shall include a thirty (30) minute paid lunch period. For the safety and well being of the students, Educational Technicians may be asked to perform "duties" during their normal lunch period. Best efforts will be made to keep these requests to a minimum.
- B. The normal work year for Education Technicians will be 180 days.
- C. All hours actually worked over forty (40) hours in one week shall be paid at one and a half (1.5) times the Employee's normal hourly rate.
- D. Extra Hours
1. When the Region calls an Educational Technician to work outside his/her normal workday, during scheduled vacation or during summer recess, the Region shall compensate the Employee with a minimum of three hours pay at his/her normal hourly rate.
  2. When an Educational Technician is asked to substitute for a full time instructor, he/she will receive one and one half hours (1.5) extra pay for a half (½) day and three (3) hours extra pay for a full day.
- E. The normal work week for full time, Full-Year Employees shall be no more than eight (8) hours per day or forty (40) hours per week. Overtime will be at the rate of 1 ½ times the employee's normal hourly rate.
- F. A one-half hour unpaid lunch break shall be provided for all full time Full -Year employees. Two paid rest breaks shall also be provided during the work day.
- G. If the Region calls in a Full Year Employee during scheduled vacations, holidays, or weekends or calls an employee back after the conclusion of their scheduled work day, they will receive a minimum of two hours pay per day or 1 ½ times their base pay rate, whichever is greater, but not both.
- H. All School Year employees shall receive a list of defined events that they shall attend on the first professional development day of the school year.
- I. In the event that a regular school day is shortened due to an early release or delayed start as a result of weather conditions, employees may use up to three (3) days of personal time for a full day.



**ARTICLE 13**  
**PAYROLL DEDUCTIONS**

- A. The Board shall deduct Association dues in equal payments from the pay of those Employees voluntarily requesting such deductions in writing on forms supplied by the Association and satisfactory to the Superintendent/Director. The Association shall indemnify and save the Board harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same pursuant to this Article.
- B. The Board agrees to request that provisions be made for additional payroll deductions as developed by the Association and the Superintendent/Director.

**ARTICLE 14**  
**COURSE REIMBURSEMENT**

- A. The Board shall pay the cost of tuition up to a maximum of the credit hour tuition rates charged by the University of Maine for up to twelve (12) credit hours per year per Employee. In no event shall any such payments exceed the total cost of such tuition. Employees may request one half ( ½) the reimbursable amount to be paid at the time of registration. In times of financial hardship, the employee may request course payment up front at the time of registration. The employee shall notify the Superintendent/Director of the hardship in writing.
- B. Subject to the provisions of Section A of this Article, for any individual Employee, reimbursement shall be at the rate of one hundred percent (100%) for course(s) which are toward a degree or certificate, or other courses as approved by the Superintendent/Director, provided the Employee receives a "C" or equivalent grade in an undergraduate course or the minimum grade necessary to receive credit for a graduate course. Employees must advise the Superintendent/Director by March 1 of the number of credits for the course(s) they intend to take during the fiscal year and the estimated amount of tuition and reimbursement expected.
- C. To receive reimbursement, the Employee must: (1) have advance written approval of the Superintendent/Director, (2) complete the course(s) with a grade which is acceptable for credit, and (3) present to the Superintendent/Director the official transcript of the course(s) and grade(s), and a receipted bursar's bill within thirty (30) days after issuance of final grades, but not later than June 15 of any year.
- D. If a payment is made by the Board at registration, the Employee shall repay the Board within thirty (30) days of the end of the course if the Employee fails to meet the provisions of section B. If the Employee does not make repayments within thirty (30) days, the prepayment amount shall be deducted from the Employee's next paycheck.
- E. Best efforts will be made by the Board to provide Employees with copies of notices received by the Region on conferences, seminars and workshops appropriate to the Employees' positions. Employees who attend such conferences, seminars or workshops with authorization from the Superintendent/Director shall receive full reimbursement for approved expenses.

- F. For certification testing that is related to job and pre-approved, the Board will pay up to 75% of the costs for up to three attempts for the same test. After the third attempt the Employee will pay the full cost for subsequent attempts of the same test. This is a non-grievable decision.
- G. The Board agrees to pay the cost of any testing or medical exams necessary for Bus Drivers.

**ARTICLE 15**  
**UNIFORMS/DRESS**

- A. The Board will pay, for those employees desiring to participate, one-half of the rental or purchase cost of uniforms, but not exceeding \$150 per year per Employee.
  - 1. It is the responsibility of the Association to determine quality, color and type of uniforms.
  - 2. It will be the responsibility of the Employee to keep the uniform neat and clean.
  - 3. Uniforms to have Maine Region Ten Technical High School logo on left chest.
- B. All Employees that wish to utilize the uniform benefit provided pursuant to paragraph "A" must provide a receipt and will be required to wear the designated uniform during work hours.

**ARTICLE 16**  
**PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. Not sooner than September 15 and not later than November 15 in the last year of the agreement either party may notify the other of its intention to begin negotiating a successor agreement.
- B. If notice has been given as specified in Part A above, then not later than December 1 in the last year of the agreement the parties shall meet to specify the subject matter to be considered.
- C. Negotiations shall be conducted in executive session unless both parties agree to conduct negotiations in open sessions.
- D. Any tentative agreement reached by the negotiators named by the parties shall be reduced to writing, initialed by the negotiators, and submitted to the Board and the Association for final ratification. Any agreement so negotiated and ratified shall be signed by the Board and the Association, whereupon it shall be binding upon all parties.

**ARTICLE 17**  
**WAIVER**

- A. It is expressly understood and agreed that any waiver on the part of the Board of any term or provision of this agreement shall not constitute a precedent, nor bind the Board to a waiver of any similar or succeeding breach of the same or any other terms or provisions of this agreement.

**ARTICLE 18**  
**TERM AND EFFECT OF AGREEMENT**

Provisions of this agreement are deemed in addition to those provided by law and if any provision of this agreement or any application thereof to any Employee or group of Employees is found contrary to law, then such provision or application will be valid and subsisting only to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

- A. This agreement shall be as of July 1, 2019 or the date of execution, whichever is later, and shall continue until June 30, 2022.
- B. This agreement constitutes the entire agreement between the parties for the term hereof as to all matters subject to collective bargaining. During the term of this agreement, the parties may request the right to negotiate any of the provisions of this agreement, such negotiation to be initiated only by mutual agreement.
- C. No change, revision, alteration, or modification of this agreement in whole or in part shall be valid unless the same is ratified by both the Board and Association and endorsed in writing hereon.

Maine Region 10 Technical High School  
68 Church Road  
Brunswick, Maine 04011

Grievance Form developed in accordance with Article 3-1 of the Agreement between Cooperative Board of Region 10 Technical High School and Region Ten Teachers Association

This form has been developed to facilitate a clear understanding and timely action relative to grievance. As the grievance goes through each level, the original form will be dated and initialed by the parties involved. In this way, all pieces of information will be kept together to be transmitted to the next level. Copies should be maintained by the parties.

Responses to grievances should be contained on a separate sheet and attached to the original form when returned to the grievant.

When a grievance is appealed from one level of the grievance procedure to the next or a group grievance is initiated at level 2, courtesy copies should be provided to the appropriate person(s) at the previous level of the process.

**TRANSMITTAL RECORD:**

|                                   |                 |       |
|-----------------------------------|-----------------|-------|
| Received by <b>Supt./Director</b> | (Level 1) _____ | _____ |
|                                   |                 | Date  |
| Returned to Grievant              | (Level 1) _____ | _____ |
|                                   |                 | Date  |
| Received by Board                 | (Level 2) _____ | _____ |
|                                   |                 | Date  |
| Returned to Grievant              | (Level 2) _____ | _____ |
|                                   |                 | Date  |
| Submitted to Arbitration          | (Level 3) _____ | _____ |
|                                   |                 | Date  |
| Decision of Arbitrator            | (Level 3) _____ | _____ |
|                                   |                 | Date  |

**RESOLUTION:**

|                              |       |       |
|------------------------------|-------|-------|
| Grievance Withdraw           | _____ | _____ |
|                              |       | Date  |
| Determination/Award Accepted | _____ | _____ |
|                              |       | Date  |
| Time Limit Lapsed            | _____ | _____ |
|                              |       | Date  |

Maine Region 10 Technical High School  
Grievance Form

Statement of who is submitting the grievance (member(s) or Association)

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**Statement of Grievance** (Must include specific references to the contract provision allegedly violated, time, date, place of occurrence and description of the grievance. Include in the description the events and conditions pertinent to the grievance and persons responsible.)

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**Redress Sought**

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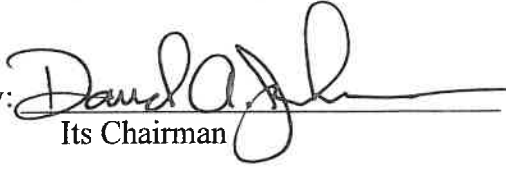
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\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

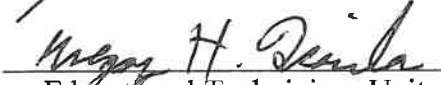
IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year written below.

COOPERATIVE BOARD OF REGION 10 TECHNICAL HIGH SCHOOL

By:  Date: December 16, 2019  
Its Chairman

REGION TEN TEACHERS ASSOCIATION

By:  Date: 1/17/2020  
Its President

By:  Date: 1/21/20  
Educational Technicians Unit  
Representative