

**AGREEMENT**

**between the**

**REGION III EDUCATION ASSOCIATION/MEA/NEA**

**and**

**NORTHERN PENOBSCOT TECH REGION III**

**BOARD OF DIRECTORS**

**2017 - 2019**

## TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
ARTICLE I - PREAMBLE.....	3
ARTICLE II - RECOGNITION.....	3
ARTICLE III - NEGOTIATING PROCEDURE.....	4
ARTICLE IV - BOARD RIGHTS.....	4
ARTICLE V - TEACHER RIGHTS.....	5
ARTICLE VI - ASSOCIATION RIGHTS.....	5
ARTICLE VII - GRIEVANCE PROCEDURE.....	5, 6, 7, & 8
GRIEVANCE FORM.....	9
ARTICLE VIII - DUES DEDUCTION.....	10
ARTICLE IX - LEAVES.....	10
1. SICK LEAVE.....	10
2. PERSONAL.....	11
3. BEREAVEMENT.....	11
4. PROFESSIONAL.....	11
5. UNAUTHORIZED.....	11
6. JURY DUTY/WITNESS.....	11
7. LONG TERM DISABILITY.....	11
8. MILITARY LEAVE.....	11
9. OTHER LEAVE.....	12
10. SABBATICAL.....	12
11. LEAVE OF ABSENCE BENEFITS.....	12
ARTICLE X-A - HEALTH INSURANCE.....	13
ARTICLE X-B - SICK LEAVE BANK.....	13 & 14
ARTICLE XI - INCENTIVE PLAN.....	14
ARTICLE XII - RETIREMENT BENEFITS.....	14
ARTICLE XIII - PROFESSIONAL IMPROVEMENT.....	14 & 15
ARTICLE XIV - TEACHER EVALUATION.....	15 & 16
ARTICLE XV - TEACHING HOURS & SCHOOL YEAR.....	16
ARTICLE XVI - SALARIES.....	16, 17, & 18
ARTICLE XVII - REDUCTION IN FORCE.....	18, 19, & 20
ARTICLE XVIII - MISCELLANEOUS PROVISIONS.....	20
ARTICLE XIX - CONTRAVENTION OF LAW.....	20
ARTICLE XX - DURATION OF AGREEMENT.....	21
ATTACHMENT (Current/Future Salaries).....	22

Agreement entered into by and between Northern Penobscot Tech Region III Cooperative Board ("Board") and Region III Educators Association ("Association").

## **ARTICLE I - PREAMBLE**

The Board and the Association recognize that providing a high quality educational program for the students who attend Northern Penobscot Tech Region III must have first priority in their consideration together. The Board and the Association also recognize that the character of such education depends to a large measure upon the quality and morale of the certified professional employees.

1. The Board is vested with certain legal authority and responsibility which it cannot, and does not desire to, abrogate.
2. The Board has the final responsibility of establishing educational policies for Northern Penobscot Tech Region III.
3. The Director and the Director's staff have the responsibility of carrying out established policies of the Board.
4. The teachers represented by the Association have the ultimate task of implementing the educational program in the classroom.

## **ARTICLE II - RECOGNITION**

1. This collective bargaining Agreement applies to all employees as defined in 26 M.R.S.A. 962 (6), who are employed by the Board as teachers, but shall not apply to either the Director, the Adult Education Director, or the Guidance Director.
2. The Board of Directors of NPT Region III recognizes the Association as the exclusive bargaining agent for purposes of negotiation and representation with respect to the duration of the Agreement. This shall not affect the Association's future status as bargaining agent.
3. Unless otherwise indicated, the term "Teacher" or "his" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to Teacher shall include both male and female teachers.
4. Any employee covered by the Agreement who works less than full time shall receive prorated salary and benefits based upon time worked compared to the time worked by full time employees.

## **ARTICLE III - NEGOTIATING PROCEDURE**

1. The Board agrees to begin negotiating with the Association not later than the first Monday in December pursuant to State of Maine Public Law under Chapter 424, in accordance with the procedure set forth herein, to secure a successor agreement. The Parties hereto agree that the signed agreement shall be accepted as written notice for Collective Bargaining in the future fiscal years as stipulated under State of Maine Public Law, Chapter 424, Section 965.
2. Said negotiations shall be carried out by negotiation committees of each party to consist of delegates from each group who shall meet in executive session until said agreements or an impasse is reached. Board members and Association members may be present but only said Delegates can participate in the negotiations. No form of negotiation is to take place during school hours.
3. If the negotiations described in this Article have reached an impasse, the procedure described in MESA Title 26, Chapter 9A shall control further procedure.
4. Should the parties mutually agree to add an amendment to this Agreement, it shall be reduced in writing and signed by the Board and the Association, and be made part of this Agreement.
5. During negotiations, the Board and the Association shall present relevant data and information relative to collective bargaining, exchange points of view, and make proposals and counter proposals. The Board shall make available to the Association for inspection and mechanical copying records, data and information to the Association which shall include, but not be limited, to budgets and salary placement of teachers.

## **ARTICLE IV - BOARD RIGHTS**

Except as explicitly limited by a specific provision of the Agreement, the Board shall continue to have the exclusive right to take any action it deems appropriate in the operation of Northern Penobscot Tech Region III, in the implementation of educational policies, and in the direction of the work of the teacher complement in accordance with its judgment. Such rights shall include, but shall not be limited to, the operation of the school, direction of the teacher complement, the right to discharge, to change assignments, to promote, to suspend, to reduce or expand the teacher complement, to transfer, to maintain discipline, to establish teaching schedules, and to introduce new or improved methods of facilities and to contract or subcontract teaching assignments. The Boards not exercising any function hereby reserved to it, or its exercising of such function in a particular way, shall not be deemed a waiver of its right of such functions or preclude the Board from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE V - TEACHER RIGHTS**

1. The Board hereby agrees that every teacher has the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining.
2. Nothing contained herein shall be construed to deny or restrict any teacher such rights as the teacher may have under State of Maine School Laws.
3. No teacher on continuing contract shall be reprimanded or dismissed without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth before such action shall become final.
4. Whenever any teacher is required to appear before the administrative officer or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in the teachers office, position or employment or the salary or any increments pertaining thereto, then that teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise that teacher and represent that teacher during such meeting or interview.
5. Any suspension prior to a board hearing shall be with pay.
6. Any complaint made against a teacher must be put in writing and then shall be brought to the attention of the teacher within five working days of the date of the complaint, except when such notification would prejudice the investigation, or the complaint will be made null and void. Any complaint made by a student, parent, or member of the public, against a teacher which could adversely affect the continuation of that teacher in his/her office, position, or employment or the salary of any increments pertaining thereto shall be reduced to writing by the administration and investigated. No teacher shall be placed on administrative leave without notice of the reasons thereof.

## **ARTICLE VI - ASSOCIATION RIGHTS**

No teacher who is scheduled by the Board to participate during working hours in negotiations, grievance proceedings, mediation, fact-finding, arbitration, proceedings of the Maine Labor Relations Board, conference, or meeting shall suffer any loss in pay thereby. All of the above is in reference to activities throughout the System.

## **ARTICLE VII - GRIEVANCE PROCEDURE**

### Section 1.

- A. The purpose of this procedure is to secure, at the lowest possible level, solutions to disagreements or disputes over the meaning or application of the terms of this Agreement.
- B. Nothing contained herein shall be construed as limiting the right of any teacher

having a grievance to discuss the matter informally with the administrator and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

## Section 2. – Definitions

- A. A “grievance” shall mean any controversy, complaint, misunderstanding or dispute arising between the parties as to the meaning or application of the specific terms of this Agreement.
- B. The "aggrieved persons" are the teachers making a claim of grievance.
- C. A "party-in-interest" is the person or persons making the claim of grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
- D. "Days" shall mean school calendar days excluding Saturdays, Sundays, legal holidays and storm days.
- E. Time limits on this grievance procedure may be extended by mutual agreement.

## Section 3. - Informal Procedure

Every reasonable effort shall be made by the parties involved to arrive at a fair and equitable resolution of every grievance without resorting to the grievance procedure herein after set forth. If the grievance cannot be resolved in this manner, the matter may be submitted to the grievance procedure in accordance with the terms of this Article.

## Section 4. - Formal Procedure

If the grievance has not been adjusted informally as above suggested, it may be submitted to the following grievance procedure:

### Step 1. - Administrative Officer

If the grievance is to be submitted to this formal procedure, the aggrieved person within twelve (12) days after the occurrence of such a grievance, shall submit to the Administrative Officer a signed grievance form setting forth the teacher’s contentions in full, provided, however, that no such written notice shall be filed during a five (5) day "cooling off" period, commencing with the date of the occurrence of the grievance. The Administrative Officer shall submit a written answer to the grievance to the aggrieved person and the Association within five (5) days after receipt of the written grievance. If the grievance is not filed by the deadline (12 days) it will be deemed withdrawn.

In the event the Administrative Officer failed to respond in the time period provided above, the aggrieved person may automatically proceed to the next level in the grievance procedure.

#### Step 2. - Board of Director's Level

If the answer of the Administrative Officer does not satisfactorily adjust the grievance, the aggrieved person may, within seven (7) days after receipt of the written answer of the Administrative Officer, submit the grievance to the Chairman of the Board of Directors in writing, including the answer of the Administrative Officer. The Board shall meet with the aggrieved person for the purpose of reviewing the grievance no later than the next monthly meeting after receipt of the grievance, except when the next monthly meeting is scheduled to be held seven (7) or less days after receipt of the grievance by the Chairman. In the latter case, the Board shall meet with the grievant not later than the monthly meeting after the next scheduled monthly meeting. The Board shall submit a written answer to the grievance to the aggrieved person and Association within ten (10) days after the meeting.

The Board's action shall be final and binding on the parties unless appealed in accordance with Section 5 of this Article.

#### Section 5. - Arbitration

- A. Any grievance concerned with the meaning or application of the specific terms of this Agreement and which has been properly processed through the grievance procedure set forth above, may be appealed to the American Arbitration Association by the Teachers Association on the grounds that the grievance is meritorious. Such arbitration shall not be given the right to interpret any federal, state statute or local ordinance. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties subject to judicial review. To effectuate the appeal, the Teachers Association must serve written notice of its intention to appeal on the Board, together with a written statement of the specific provision or provisions of this Agreement at issue within ten (10) days of the Board's answer. If a complaint is not filed within thirty (30) days after receipt of the written answer of the Board, such grievance shall be considered settled in accordance with the action taken by the Board.
- B. The costs of the services of the arbitrator shall be borne equally by the Board and the Association.

#### Section 6. - Teacher Representation

1. Any party in interest may be represented at Step 1 and Step 2 of the formal grievance procedure by a person of that person's choosing, except that that person may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the

Association shall have the right to be present and to state its views at all levels of the procedure. No agreement shall be made which is inconsistent with the terms of this agreement.

2. The Association may, if it so desires, call upon the professional services of the Maine Teachers Association for consultation and assistance at any level of the procedure.
3. The Board, if it so desires, may call upon any person or organization for consultation and assistance at any level of the procedure.

#### Section 7. - Time Limits

Time is of the essence in the filing and processing of all grievances under this Article. Failure on the part of an aggrieved person to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance shall constitute a waiver of such grievance and be a complete bar to appeal, unless the parties mutually agree in writing to waive or extend the time requirements. No arbitrators shall have the authority to waive, amend, modify or adjust the time requirements set forth herein.

#### Section 8 - Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. Forms for filing and processing grievances shall be prepared by the Administrative Officer with the approval of the Association, and available to the Association President so as to facilitate operation of the grievance procedure.
3. All meetings under this procedure shall not be conducted in public except where otherwise required by law and shall include only the designated or selected representatives of the aggrieved person and the Board and such witnesses whose testimony is appropriate for consideration.
4. Both the aggrieved person and the Board may be represented at all levels of the formal grievance procedure by a person of their own choosing.



# GRIEVANCE FORM

Date of Filing \_\_\_\_\_

Level:

1. Director \_\_\_\_\_

2. Board \_\_\_\_\_

3. Arbitration \_\_\_\_\_

1. Grievant \_\_\_\_\_ Signature: \_\_\_\_\_

2. Position \_\_\_\_\_

3. Contract Provision Involved \_\_\_\_\_

4. Date of Occurrence \_\_\_\_\_

5. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Redress Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Response \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Position

## 8. INITIAL APPLICABLE STATEMENTS

\_\_\_\_\_ I hereby accept the above determination.

\_\_\_\_\_ I hereby decline the above determination.

\_\_\_\_\_ I intend to process the grievance to the next level.

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

\_\_\_\_\_  
Date

## ARTICLE VIII - DUES DEDUCTION

Employees will be given the opportunity in 1, 4, or 20 deductions, to have all dues owed to the MEA, NEA and local Teachers Association paid through payroll deduction.

## ARTICLE IX - LEAVES

### 1 SICK LEAVE

- A. Professional staff will be permitted fifteen (15) days sick leave per year, cumulative to one hundred fifty (150) days. Teachers will be awarded 15 days at the start of each year.
- B. Ten (10) days per year shall be allowed for illness in the immediate family. Immediate family consists of parents, grandparents, grandchildren, parents-in-law, spouse, children, step-children, or step-parents. Illness in the family shall be interpreted to mean that the illness requires the teacher's presence with the ill individual because no other adult is available. This leave will not be used for routine medical appointments. The Director may authorize or extend the leave in case of undue hardship necessitated by travel or where a unique situation exists.
- C. Sick leave shall not be permitted for elective surgery and associated recuperation time, if, in the attending physician's opinion, the surgery and recuperation time could be scheduled at a time when school is not in session without its being detrimental to the health of the teacher.
- D. The Administration shall provide written statements for every teacher at the beginning of each school year indicating the total sick leave credit earned.
- E. The director reserves the right to request a doctor's certification of illness.
- F. Absence due to injury as a result of the teacher's employment shall not be charged against the teacher's sick leave days, provided the teacher may elect to use his accumulated sick leave to pay the difference between his net salary and benefits received under Worker's Compensation. Net salary is intended to mean and to be interpreted as to provide salary to make the teacher whole without providing more take home pay while receiving worker's compensation benefits.

### 2. PERSONAL

A teacher may be granted two (2) days per year of personal leave with pay that may be used for any reason. All requests for personal leave are subject to the discretion of the Director based on management needs.

### 3. BEREAVEMENT

- A. Teachers shall be granted a leave of absence necessitated by the death as follows: Up to

five (5) days for children, spouse, mother, father, brother or sister; up to three (3) days for grandchildren, grandparents, aunt, uncle; and up to three (3) days for in-law or step relations at the discretion of the Director. One (1) day for God Parents and God Child may be granted at the discretion of the Director.

- B. Two (2) additional days with pay may be granted and will be subtracted from sick leave. One (1) day may also be granted for Non-Relative Bereavement at the discretion of the Director.

4. PROFESSIONAL

Teachers may be granted permission to visit other schools, attend workshops, or other professional meetings for improvement of professional position. A written request must be submitted and approved by the Director prior to such leave. Reimbursement from the Board for reasonable expenses incurred shall be made after a voucher listing expenses has been submitted to the Director.

5. UNAUTHORIZED

Any teacher absent from his assigned duties without proper reasons as set forth in this agreement shall lose one (1) day of pay (one day of pay is 1/182nd of annual salary) for each work day. Unauthorized absence may be grounds for disciplinary action up to and including discharge.

6. JURY DUTY/WITNESS

Teachers shall be excused from their teaching duties whenever called by the courts as a witness or for jury duty. The Region shall pay the difference between contracted daily salary and the amount received as juror or witness, excluding per diem expenses, except when teacher(s)/Association are an opposing party to the System, its Board, and/or Administration.

7. LONG TERM DISABILITY

- A. A continuing contract teacher who has exhausted all accrued leave may be granted a leave of absence without pay for the duration of such illness or disability, to a maximum of one (1) year.
- B. Upon a clear showing of benefit to the Region as approved by the Board, the immediately above condition may be waived, on a case by case basis, without setting any precedent.

8. MILITARY LEAVE

Teachers who are members of the National Guard or other authorized State military or naval forces, and those teachers who are members of the Army, Air Force, Marine, Coast Guard or Naval Reserve shall be entitled to a leave of absence in accordance with the National Defense Act of 1952.

9. OTHER LEAVE

Other leaves of absence, including, but not limited to, professional/personal growth leave without pay, may be granted by the Board, however, if time is an issue the Director with the Board Chair may grant approval of the request for good reason. The teacher shall have the option to continue to receive contractually provided group insurance benefits while on such leave by paying the monthly insurance premiums to the school system. Whenever possible, requests for such leave must be made according to the dates specified in Article IX, Section 10 (1).

10. SABBATICAL

A teacher may be granted a sabbatical leave after 7 years of continuous teaching in the System for up to one half (1/2) year with no reduction in salary, or one (1) year at one-half (1/2) salary, and no forfeiture of benefits, for the purpose of improving efficiency of the school and/or department.

1. Request for a sabbatical leave must be in the office of the Director no later than three (3) months prior to the requested leave.
2. The course of study shall be approved by the Director and the Board.
3. The applicant must be accepted into a program at an accredited institution or an acceptable industry based learning environment.
4. Upon return, the teacher agrees to remain in the employ of the System for a time period equal to twice the time of the requested leave, or forfeit any salary paid by the System during the leave.
5. There will be no loss nor gain of seniority.

11. LEAVE OF ABSENCE BENEFITS

- A. During a leave of absence without pay, a teacher will forfeit eligibility for all benefits of regular employment. The teacher may continue all insurance (if eligible) providing he/she assumes the full cost of premiums and forwards the total payment to the Director's office prior to the date the payment must be forwarded to the insurance carrier.

## **ARTICLE X-A - HEALTH INSURANCE**

- A. The Board shall provide the MEA Standard Plan or MEA Choice Plan for each full time teacher up to the maximum amount for which each teacher is eligible as determined by his/her marital status and the number of eligible dependents, according to the following schedule:

	<b>Standard Plan</b>	<b>Choice Plus</b>
Region III will contribute:		
2017-2019	80% Contribution	85% Contribution

- B. If a teacher elects not to participate in the health insurance program provided by the Region and provides proof of health insurance coverage, the teacher shall be provided a cash-in-lieu benefit as follows:

2017-2018	\$3,000.00
2018-2019	\$3,000.00

This benefit will be paid in two equal payments, the first pay period of the month in December and June.

- C. If any contribution is required by an employee for any insurance plan which qualifies for a pre-tax deduction, the contribution paid by a teacher shall be done on a pre-tax basis in accordance with the rules and regulations of the Internal Revenue Service.
- D. A Medical Flexible Health Account will be made available to any teacher who elects to participate. The Cooperative Board will determine the maximum employee contribution allowed, but not less than \$2,200 per year. The Board will determine the provider and pay the administrative plan fee.

## **ARTICLE X-B - SICK LEAVE BANK**

- A. A sick leave bank will be available for teachers to be used for a catastrophic illness when the member's accrued sick leave has been exhausted.
- B. This is to provide participating teachers who have exhausted his/her available sick days with a reserve thereby avoiding a total loss in pay. Any one employee may draw on the bank to total 90 days when combined with their exhausted sick leave per calendar year.
- C. Only those teachers who participate in this program and contribute one day per year will be allowed to use this bank. If the bank should be depleted to twenty (20) or less days, each participant shall contribute an additional sick leave day. If needed, the Association may request an additional contribution for sick bank days from the Board.
- D. Region III reserves the right to require any additional medical information and/or a second medical opinion prior to any disbursement. A four-member committee consisting of 1) the Director, 2) Board Chair, 3) Association President, and 4) a sick bank participant or contributor, but not the applicant, will make the determination if this illness meets the definition of catastrophic.

- E. On or before September 15th of each year, the Association shall furnish the Director's office with a list of new teachers wishing to donate to the sick leave bank, who will automatically be eligible for the bank's use.

## **ARTICLE XI - INCENTIVE PLAN**

A teacher shall be paid a bonus of one hundred dollars (\$100.00) per day for each day of absence less than five (5) days in any school year. Professional, Personal days, and bereavement leave shall not be considered an absence. This bonus shall be paid during the pay period immediately following the completion of the academic year.

EXAMPLE: A teacher who is absent for two (2) days shall be paid \$100.00 for three (3) days or \$300.00.

## **ARTICLE XII - RETIREMENT BENEFITS**

Any teacher who retires from Northern Penobscot Tech Region III, who has at least 10 years of service in this school unit and meets Maine State Retirement System requirements for retirement, will be paid for up to 30 days of accumulated, unused sick leave at the rate of \$100.00 per day. Inclusion of this payment in the teacher's earnable compensation for the purpose of calculating the teacher's retirement benefit will be subject to Maine State Retirement provision in effect at the time of the teacher's retirement. Written notification by the teacher is required on or before January 15 of the teacher's final working year.

## **ARTICLE XIII - PROFESSIONAL IMPROVEMENT**

Tuition, books and lab fees will be provided for teachers for professional credits meeting the following criteria:

1. The teacher must obtain approval of a course from the Administrative Officer before class registration;
2. The course must, in the sole judgement of the Administrative Officer, be directly related to the teacher's professional development and in the best interest of NPT Region III.
3. Proof of satisfactory completion of each course, together with tuition, textbook, and lab fee vouchers, must be submitted to the Administrative Officer within six (6) months after completion of the course(s);
4. Northern Penobscot Tech Region III agrees to pay not more than \$1,500 per course for tuition and fees. Region III will also reimburse seventy-five (75%) of the total cost of books.
5. Reimbursement will be limited to twelve (12) credit hours per fiscal year,  
Or  
Any teacher will be paid \$50.00 per day for classes during weekly or summer vacations that require attendance of four (4) hours per day or more, not to exceed

\$210.00 per week and not to exceed three (3) weeks. The amount will be paid to the teacher upon successful completion of the institute or course.

6. Any exceptions to this procedure must be approved by the Board in advance and prior to registration.
7. It is understood that for every course paid by the Region, the employees are obligating themselves not to leave employment voluntarily for a minimum of six (6) months of employment beyond the course completion date. Not meeting this condition shall result in the employee reimbursing the Region for the course, which monies may be deducted from the employee's salary.
8. When an institution and Region III has a third party billing agreement, an employee may elect to participate. If an employee chooses to participate, the employee must sign and agree to meet all requirements stated on the third party billing form. A sample of this form is attached to this agreement.

#### **ARTICLE XIV - TEACHER EVALUATION**

- A. Teachers shall be evaluated only by the Director. All evaluations will be conducted openly, and with the knowledge of the teacher. All final evaluations that become part of an individual teacher's permanent records shall be done only by the Director.
- B. The teacher shall be able to see the formal written evaluation within five (5) working days, discuss it with the evaluator, and must sign it indicating that he has seen it. The teacher's signature does not indicate acceptance or approval of the evaluation.
- C. The evaluation process will follow the PEPG or Teacher Effectiveness Plan and become part of the individual teacher's permanent record.
- D. No material shall be placed in a Teacher's permanent file that has not been seen, dated, and signed by the Teacher.
- E. The Director shall maintain for official Region purposes one (1) personnel file for each employee. This file shall be kept under conditions that ensure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the teacher, written evaluations and other appropriate materials relating to the teacher's employment.
- F. A teacher or his/her designee shall have the right to examine his/her file in the presence of the Director, or his/her designee, during the normal business hours of the office in which the file is kept by the end of the next regularly scheduled work day. Upon request, a teacher may obtain copies of any or all material in his/her file at the teacher's expense. A teacher shall have the right to submit a written response to any material placed in his/her personnel file. This written response shall be attached to the appropriate file material and placed in the personnel file.

## **ARTICLE XV - TEACHING HOURS AND SCHOOL YEAR**

- A. The Board shall set the School calendar, including the number of days and starting and ending dates, after consultation with the Association.
- B. Teachers shall be required to be present a total of seven (7) hours per day, including fifteen (15) minutes before and after the school day, except on days of scheduled meetings, or when on assigned duties involving direct supervision of students requiring earlier arrival or later departure. On the last student day of the week, teachers may leave after the students are dismissed unless it is scheduled as a workshop day in which case, teachers will be dismissed at 2:00 p.m.. Requests to leave early may be granted by the Director or Designee. Teachers may leave at 2:00 p.m. one day per month to attend Association meetings.
- C. Teachers involved will be consulted in regards to date and time set for any meetings to be held outside of regular work hours, although final decision must rest with the administrator.
- D. In addition to the normal student days, teachers as professionals shall need to work flexibly as the needs of employment require.
- E. Assigned duties are those required as part of the normal teaching duties that involve direct student supervision and are necessary to insure the safety and well-being of all students during their attendance at Region III facilities, including their arrival at and the departure from Region III grounds. These assignments include bus duty, hall monitoring, and lunch duty.
- F. A duty free lunch break will be for a thirty (30) minute period. This agreement will be dependent upon a satisfactory schedule, allowing the full thirty (30) minute break, exception being the teacher on duty per facility.
- G. It is recognized by the Board that an ideal schedule should include ample time for planning, preparation and evaluation of student work.

## **ARTICLE XVI - SALARIES**

- A. All teachers employed will be paid according to the attached salary schedules.
- B. The annual salaries of personnel covered under this agreement shall be paid in twenty-six (26) or twenty-seven (27) equal, or near equal installments. All teachers shall be entitled to receive their July and August payment in a lump sum if the Director has been notified prior to June 1 and funds are available.
- C. A teacher's annual salary shall be increased upon satisfactory completion of a year's work as follows:  
Teachers will receive a \$1,100 increase for the 2017-2018 school year and a 2.5% increase for the 2018-2019 school year.



Longevity – Teacher's will receive a \$500.00 longevity permanent pay increase upon completion of their 15<sup>th</sup> , 20<sup>th</sup> , 25<sup>th</sup> , 30<sup>th</sup> year of continuous employment.

- D. All employees have the option of having their salary handled through direct deposit to a financial institution of their choice. Cost of postage to be borne by the Region.
- E. Teachers shall be paid every other week on Tuesday. In the event Tuesday is a holiday, teachers shall be paid on the last workday before the holiday.
- F. Any teacher using his/her personal automobile for employment purposes and/or assigned duties shall be reimbursed at the rate currently paid in Region III plus any tolls and parking fees. These expenses shall be submitted on a voucher and paid on the next regular pay period.
- G. Any teacher assigned committee involvement or duties that fall outside the regular day or infringes on daily preparation shall receive a stipend, which could include a one-time stipend for major concurrent enrollment changes, established by the Director not to exceed \$750 unless approved by the Board.
- H. Initial placement of salary schedule of a teacher employed by Region III would be paid as follows:
  - The base salary for new teachers is \$24,500.
  - Each year of previous teaching experience will result in \$500 in increased salary.
  - For each two (2) years of past work experience in the field being taught, a year of teaching experience will be given to the teacher (up to eight (8) years of teaching experience).
  - Previous earned degrees will be paid at \$1,000 A.S., \$1,500 B.S. and \$2,500 M.S.
  - At the Director's discretion, up to \$1,000 can be added to the salary for Licenses.
  - At the Director's discretion, up to \$1,000 can be added to the salary for Certificates.
  - No teacher will be hired at a higher salary than the highest paid teacher on the Region III staff.
  - Trade licenses and certificates required by Region III to accommodate a program curriculum shall be paid by Region III with prior approval of the Curriculum Committee and the Director.
- I. Teachers whose job responsibilities require Personal Protective Equipment (PPE) will be reimbursed for the PPE up to \$250. Teachers will provide information to the Finance Coordinator at the beginning of each school year indicating their intention. Teachers not requesting PPE reimbursement will be paid a clothing allowance of \$150. Neither is cumulative.
- J. The Board will recognize a teacher who improves his/her skill as a teacher that benefits their

program or the schools by awarding a permanent pay increase. The improved skills will also be counted on to benefit other teachers, students and the school during the continued employment of the teacher at Region III. When a teacher undertakes an innovative project that improves his/her skill as a teacher and is outside the normal expectations of the job, he/she will be eligible to receive a permanent pay increase of at least \$500 and not more than \$1000. To be eligible, the project shall have prior approval of the Director with an agreement signed by the Director and Teacher confirming the details, expectations, and amount of the pay raise which will result in a completed project that is of benefit to the program or school. Upon successful completion of the project, the teacher will be awarded the permanent pay raise at the start of the next contract school year. No innovative project will be based on enrollment numbers or retention of students in any program.

- K. A teacher enrolled in a degree program at an accredited Maine post-secondary institution, or any other accredited degree program pre-approved by the Director, shall receive a \$500 permanent pay increase upon successfully completing 30 (thirty) credit hours since the start date of this negotiated agreement, 8/29/06. New hires will be eligible to use only credits earned while employed at Region III.
- L. As of the ratification of this contract Region III will offer a permanent salary increase of \$1,000 AS, \$1,500 BS, \$2,500 MS and \$1,000 CAS as long as the degree is pertinent to the teacher's instructional field.

## **ARTICLE XVII - REDUCTION IN FORCE**

- 1. If the Board is contemplating the elimination of any bargaining unit position, it shall notify the Association. The Board shall meet and consult with the Association upon request prior to a decision to eliminate any bargaining unit position(s). The decision by the Board to eliminate any bargaining unit position(s) shall not be subject to the grievance procedure or arbitration.
- 2. Selection for layoff.  
In the event of a reduction in force, a non-probationary employee whose position is to be eliminated may displace the employee with the least seniority in his/her current impact area provided that the employees' evaluations are substantially equal and the more senior employee is qualified on the basis of current certification, written evaluations, academic preparation, recent trade related work experience, and licensing and training to teach the position held by the least senior employee.
- 3. Impact Areas.  
The following impact areas shall be used:
  - 1. Automotive Technology
  - 2. Heavy Equipment
  - 3. Commercial Driving
  - 4. Building Trades

5. Computer Repair/Networking
6. Welding Technology
7. Culinary Arts
8. Health Science Careers
9. Media Productions
10. FF/EMT

4. Seniority.

Seniority shall be based on continuous employment in Northern Penobscot Tech Region III. When two or more teachers have the same length of continuous employment in Region III, the teacher with the greater or greatest total teaching experience shall be deemed to have the greater or greatest seniority. Periods while the teacher is either on an approved leave of absence, or on layoff subject to recall as described below shall not be considered a break in continuous employment in Northern Penobscot Tech Region III and shall be counted in the computation of seniority.

5. Seniority List.

The Director shall provide the Association and post a seniority list by September 30 of each year. All teachers shall be listed in the impact area reflecting their current assignment, in descending order of seniority. The Association shall have ten (10) days from the date of posting to the list, otherwise the list shall be assumed to be accurate for the ensuing year.

6. Rights upon Layoff.

A teacher who is laid off shall receive at least ninety (90) calendar days' notice of layoff in writing. A copy of the notice of layoff shall be simultaneously sent to the Association. Teachers who have been laid off may participate at their own expense in the Region's group health insurance in accordance with COBRA.

7. Recall.

A teacher with continuing contract who is laid off shall be eligible for recall for two (2) years from the effective date of the teacher's layoff. The Director shall establish a recall list when teachers are in layoff status. The Board shall mail to each teacher eligible for recall a list of all existing and anticipated teaching vacancies as soon as each opening is known. It shall be the responsibility of the teacher to keep the Director notified of the teacher's current mailing address and any changes in certification, licensing or training. Teachers who wish to be eligible for recall for such a vacancy shall inform the Director within twelve (12) days of the notification letter of their interest in the available position(s). A teacher eligible for recall shall retain the right to re-employment in any available position within the teacher's impact area for which the teacher is qualified (by certification, licensing, experience, and training) and interested, prior to the employment of new hires. In the event there are two or more employees on recall from one impact area, the most senior qualified employee shall be reemployed. If a teacher is offered re-employment in accordance with these terms and refuses, the teacher shall forfeit further eligibility for recall considerations.

## **ARTICLE XVIII - MISCELLANEOUS PROVISIONS**

- A. Copies of the Agreement shall be printed, at the expense of the Board, within thirty (30) days after the Agreement is signed and presented to all teachers now employed and hereafter employed.
- B. Both the Board and the Association agree that neither will discriminate against any employee because of race, religion, creed, color, age, sex, or national origin.
- C. Whenever any notice is required to be given by either of the parties to the Agreement to the other, pursuant to the provision(s) of this Agreement:
  - 1. If by the Association, to the Board and a copy to the Director.
  - 2. If by the Board, to the Association, in care of the President.

## **ARTICLE XIX - CONTRAVENTION OF LAW**


If any section of this Agreement is in contravention of the laws or regulations of the United States or the State of Maine, such section shall be superseded by the appropriate provisions or regulations of such law, so long as the same is in force and effect, but all other sections of this Agreement shall continue in full force and effect.


## ARTICLE XX - DURATION OF AGREEMENT

This Agreement shall be effective as of August 27, 2017 and shall continue in effect until August 24, 2019.

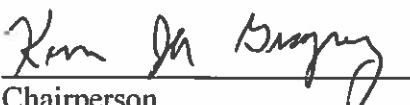
The parties agree that this agreement is the entire agreement. During the term of this agreement neither party shall be required to negotiate with respect to any such matter covered by this agreement except by mutual agreement.

In witness whereof, the parties hereto have caused this Agreement to be signed and witnessed by their respective authorized agents, all on the day and year first above written.

By   
President,  
Region III Education Assoc.

By   
Chairperson,  
NPT Region III Board

By   
Chairperson,  
Negotiations Committee  
Region III Education Assoc.

By   
Chairperson,  
Negotiations Committee  
NPT Region III Board

Dated this 9 day of May, 2017.

### 2017 - 2019 Salary Schedule

<b>Program</b>	<b>2017 - 2018</b>	<b>2018 - 2019</b>
	<b>\$1,100</b>	<b>2.5%</b>
Herman Ammerman	\$41,028.00	\$42,053.70
Kelly Bowker	\$44,370.00	\$45,479.25
Heidi Hale	\$46,837.00	\$48,007.93
David Hartley	\$52,416.00	\$53,726.40
Bethany Hatt	\$45,185.00	\$46,314.63
Donald Raymond	\$44,965.00	\$46,089.13
David Shedd	\$56,049.00	\$57,450.23
Tom Baer	\$47,514.00	\$48,701.85
Leigh Thurlow	\$37,529.00	\$38,467.23
Tammy Kirsch	\$43,073.00	\$44,149.83
Timothy Peters	\$40,652.00	\$41,668.30
Max Voisine	\$36,163.00	\$37,067.08
Cassidy Ouellette	\$39,715.00	\$40,707.88
Rick Smart	\$34,100.00	\$34,952.50