

**SEPTEMBER 1, 2021 - AUGUST 31, 2024 AGREEMENT**

**Between the**

**BOARD OF DIRECTORS OF  
REGIONAL SCHOOL UNIT NO. 57**

**and the**

**MASSABESIC EDUCATION ASSOCIATION  
EDUCATIONAL TECHNICIANS & HEALTH TECHNICIANS**

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## **PREAMBLE**

WHEREAS, Regional School Unit No. 57 employs Educational Technicians I, II, and III, and Health Technicians for the purpose of assisting the RSU in educating and caring for its students; and

WHEREAS, the Board of Directors of Regional School Unit No. 57 expects such employees to support in all respects the efforts of its teaching staff to provide the best possible education and care for its students;

NOW, THEREFORE, to further that end this Agreement is entered into between the Board of Directors of Regional School Unit No. 57 (hereinafter referred to as the "Board") and the Massabesic Education Association, MEA-NEA (hereinafter referred to as the "Association").

## **ARTICLE I – RECOGNITION**

The Board recognizes the Association as the bargaining agent for a unit consisting of those employees of the Board (hereinafter "employees") who have completed six (6) months of continuous employment by the Board in the following classifications: Educational Technician I, Educational Technician II, and Educational Technician III, and Health Technicians excluding all temporary, seasonal and on-call employees and all supervisory personnel. Unless otherwise indicated, the term "technicians" when used hereinafter in this agreement shall refer to both educational technicians and health technicians represented by the Association in the negotiating unit as defined herein.

Nothing in this Article shall affect or impair the right of the Board or its representatives, as representatives of the public, to consult or meet (but not negotiate) with its employees. This language is not intended to deny rights granted under Title 26, M.R.S.A.

## **ARTICLE II - MANAGEMENT RIGHTS**

Section 1. Except as otherwise expressly limited by a specific written term of this Agreement, the Board hereby retains without limitation all of its rights, powers, authority and prerogatives including the right to manage and direct its operations and employees. The Board shall further have the right to act through such designated representative or agent as it may choose in any instance governed by this Agreement or Otherwise.

Section 2. The Board shall have the right to promulgate and enforce at any time any written or oral rules, regulations, by-laws or policies which it considers necessary or advisable for the safe, effective and efficient operation of the schools, so long as they are not inconsistent with the specific terms of this Agreement.

Section 3. The Association recognizes that volunteer organizations and voluntary individuals may perform services in the schools that are a valuable and necessary contribution to the welfare of the students and to the operation of the schools, and the Board shall continue to have the right to avail itself of all services of such nature. It is agreed that the use of volunteers is intended to supplement, not replace Educational Technicians whose work requires the delivery of instruction pursuant to an IEP or remedial educational program.

### **ARTICLE III - ASSOCIATION SECURITY**

All employees in the bargaining unit shall have the right to join or to refrain from joining the Association. No employee in the bargaining unit shall be favored or discriminated against by the Board or by the Association because of an employee's membership or non-membership in the Association. The Board agrees to treat, and the Association agrees to represent, all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Dues will be deducted from the bi-weekly salary of members of the Association who so designate in writing to be transmitted to the Association. The Association agrees to indemnify, defend and hold the Board harmless from any claim or suit of any nature arising out of or in connection with any deduction pursuant to the Article.

### **ARTICLE IV - ACCESS TO PREMISES**

#### **Section 1.** Building Access

A. Wherever any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings he/she shall suffer no loss in pay.

B. Upon prior approval of the Superintendent or the Principal of the building concerned, representatives of the Association shall have access to RSU buildings or facilities to participate in meetings between the representatives of the Association and members of the bargaining unit, provided, however, that there is no interference with or interruption of RSU work or operations and that any use of RSU buildings or facilities shall be in full compliance with all RSU policies relating thereto.

## **ARTICLE V - CONDITIONS OF PROFESSIONAL SERVICE**

Because of the crucial role played by the employees covered by this Agreement in the student - RSU relationship, the proper performance by all employees of their functions and the attitude with which they perform those functions are essential to provide the best possible education to the students of the RSU.

Accordingly, all employees shall:

- a. perform their duties in a prompt, efficient, courteous and professional manner;
- b. act as a suitable role model for students at all times;
- c. refrain from any use of illegal drugs, or alcohol, while performing their duties or attending any school related activity;
- d. administer firm and fair discipline procedures as established by the RSU;
- e. refrain from corporal punishment of any kind and not use physical force except as specifically provided by state law.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **A. Purpose**

1. For the purposes of this Agreement, the following procedure is to secure at the lowest possible level, equitable solutions to disagreements or disputes between the Board and any or group of Ed Techs involving only an alleged specific and direct violation of express language of a specific provision of this Agreement as it relates to interpretation, meaning or application except provisions expressly excluded from the grievance procedure contained in this Agreement.
2. Nothing herein contained shall be construed as limiting the right of any Ed Tech having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without intervention of an Ed Tech's association, provided the adjustment is not inconsistent with the terms of this agreement.

### **B. Definitions**

1. A "grievance" is an alleged violation of this Agreement or a claim that there is a dispute with respect to the application or meaning of the Agreement. If an aggrieved person is not satisfied with the outcome of informal procedures, the grievant may present the claim as a formal grievance in writing to the grievant's

principal or other appropriate administrator at Level Two within twenty (20) days following the event or condition giving rise to the grievance.

2. An "aggrieved person" or "grievant" is the person, persons or the Association making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim. The use of the term "party in interest" herein shall not be deemed to allow any person other than the aggrieved person to pursue a filed grievance should said grievance be settled to the satisfaction of the aggrieved person and the Association.
4. "Days" shall mean an Ed Tech workday during the regular school year and during the summer regular business days, normally Monday through Friday.
5. Administrative Grievance Hearing Officer (AGHO) – An administrator designated by the Superintendent or his/her designee to represent or assist an administrator during a grievance hearing.

C. Time limits

Since it is important that the grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreements.

D. Informal procedure – Level One

If an Ed Tech feels that (s)he may have a grievance, the Ed Tech shall first discuss the matter with his principal or other appropriate administrator in an effort to resolve the problem informally.

E. Formal procedure

1. Level Two – Principal/Administrator

- a. If an aggrieved person is not satisfied with the outcome of informal procedures the grievant may present the claim as a formal grievance in writing (using Appendix A) to the Ed Tech's principal, or the administrator whose action is being grieved.

A grievance will be deemed waived unless submitted, in writing, within twenty (20) working days after the aggrieved employee(s) first knew or should have known of the events or conditions constituting the grievance.

The principal shall meet with the grievant(s) within ten (10) working days to discuss the grievance. The principal shall submit a written answer to

the grievant(s) within ten (10) working days after said meeting, with a copy to the Association. The AGHO will assist the principal.

2. Level Three – Superintendent

- a. If the Association is not satisfied with the disposition of the grievance at Level Two the grievant may, within ten (10) days after receipt of the Level Two decision, refer the grievance to the Superintendent.
- b. The Superintendent shall, within ten (10) days after receipt of the referral, meet the aggrieved person/Association for the purpose of resolving the grievance.
- c. The Superintendent shall, within ten (10) days after the meeting, render his/her decision and the reasons therefore in writing to the Association with a copy to the aggrieved person.
- d. If the Association is not satisfied with the disposition of the grievance at Level Three, the Association may, within ten (10) days after the decision, notify the Superintendent and appeal the grievance to Level Four - Mediation.

3. Level Four - Grievance Mediation

- a. The Board and the Association, or their designees, will attempt to mutually agree upon a mediator. If the parties cannot agree upon a Grievance Mediator within ten (10) calendar days from when notice to mediate is filed, the Association may request that the Executive Director of the Maine Labor Relations Board appoint a Grievance Mediator from the Panel of Mediators. The parties will share the expense of Grievance Mediation equally.
- b. The parties may mutually agree to ask for a recommendation(s) from the Grievance Mediator, said recommendation(s) shall be confidential. If the parties fail to agree or to accept the recommendation by the Grievance Mediator, either party may, within ten (10) days after receipt of the mediator's decision or the last mediation session, appeal the grievance, with written notice to the other party, to Level Five – Arbitration.

4. Level Five – Binding Arbitration

- a. The parties, or their designees, will attempt to mutually agree upon an arbitrator. If the parties, or their designees, cannot agree upon an arbitrator within ten (10) days from when notice to arbitrate is filed, the Association may request the American Arbitration Association to furnish an arbitrator under its Voluntary Labor Arbitration Rules.
- b. The arbitrator selected shall confer promptly with the representatives of the Board and the Association, shall review the record of the prior hearings, and shall hold such further hearings with the aggrieved person and other parties

in interest, as he shall deem requisite.

- c. The arbitrator shall render his decision in writing, to all parties in interest, setting forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decisions of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties, subject to appeal as provided by law.
- d. The costs of the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Ed Techs to Representation

1. Any Ed Tech who is a party in interest may be represented by the Association. When the Association does not represent an Ed Tech, the Association shall have the right to be present and to state its views at all stages of the procedure.
2. The Association may, if it so desires, call upon the professional services of the Maine Education Association for consultation and assistance at any stage of the procedure.

G. Miscellaneous

1. If a grievance affects a group or class of technicians, it may be submitted in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two subject provided that said formal grievance is submitted to the Superintendent in writing within 20 days of the event giving rise to the grievance.
2. All documents, communications, and records dealing with the processing of such grievance shall be filed separately from the personnel files of the participants.
3. All meetings and hearings under this procedure shall not be conducted in public and should include only such parties in interest and their designated or selected representatives, heretofore referred to in this Grievance Procedure.

**ARTICLE VII - NO STRIKE**

The Association agrees that there will be no strikes, work stoppage, slowdown of employees, withholding of services, or blacklist of employees while this Agreement is in force.

### **ARTICLE VIII - EMBODIMENT OF AGREEMENT**

The Association acknowledges that during the negotiations which preceded this Agreement it had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Association, for the life of this Agreement, voluntarily and unqualifiedly waives the right, and agrees that the Board shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. Provided, however, that the Association retains the right to bargain over the impact of any change in working conditions made by the Board during the term of this Agreement.

### **ARTICLE IX - PROBATIONARY PERIOD**

All new employees shall serve a one-year probationary period. This period may fall within two (2) school years.

### **ARTICLE X - WORK WEEK AND WORK YEAR**

#### **Section 1.** Temporary Employees.

Temporary employees are those employees appointed to a position for a limited period of time, including replacements for employees on leaves, extended or otherwise. Temporary employees employed up to six months (or for longer term, if replacing an employee on leave), in addition to seasonal and on-call employees, are not governed by this Agreement.

#### **Section 2.** Part-Time Employees.

Part-time employees are defined as those employees regularly scheduled to work less than thirty-two and one-half (32 1/2) hours per week as determined by the Board.

#### **Section 3.** Full-Time Employees.

Full-time employees are defined as those employees regularly scheduled to work at least thirty-two and one-half (32 1/2) hours per week as determined by the Board. Should an employee be regularly scheduled by a supervisor to work more than thirty-two and one-



half (32-1/2) hours per week, he/she shall be compensated accordingly.

Section 4. Federal and State Funding.

Inasmuch as a substantial portion of the funding for the positions covered by this Agreement is received from federal and state sources not subject to RSU control, it is understood that positions cannot be guaranteed from year to year. In the event of a reduction in federal or state funding, the hours and work years of all employees are subject to modification as necessary following impact bargaining with the Association, which shall occur within ten (10) days of notification of a funding deficit. In no event shall such bargaining restrict the right of the Board to lay off employees except as provided in Article XI.

Section 5. Work Year.

*Generally*, the work year will be 180 workdays. It is understood that no specific work year is guaranteed and that the work year may be subject to change as the needs of the RSU requires.

Section 6. School Cancellations

- A. In the event school opening is delayed, employees will be paid for hours lost.
- B. Educational Technicians shall receive full pay for non-scheduled early release days due to emergency or inclement weather. It shall be the District's option to release employees early on such days.

**ARTICLE XI - ASSIGNMENTS, VACANCIES, AND TRANSFERS**

Section 1. Assignment Notification

- A. Employees shall be notified of their assignments, if possible, promptly after their assignments have been determined, and shall be notified of any change in assignments, if possible, no later than thirty (30) days after the approval of the annual school budget.
- B. After the issuance of assignments for the forthcoming year, a list of known vacancies for that year shall be posted on the district web site. This list is to be kept current. Any employee may apply for any open position.

Section 2. Classification Appeals Procedure

The purpose of the appeals procedure is to upgrade job (level) placement due to initial (level) placement or significant change in duties and/or responsibilities. It is understood that the Maine Department of Education regulations will be included in the criteria for proper placement of Technicians.

- a. A written appeal with supporting documentation must be filed with the supervisor.
- b. Within thirty (30) days of the receipt of the appeal, the supervisor will review the request and make a written recommendation to the Superintendent of Schools or his/her designee with copies to the individual and the Association.
- c. Within thirty (30) days of the receipt of the appeal, the Superintendent of Schools or his/her designee, after consultation with the Association, will act on the request and send a written notification of the decision to the individual and the Association.
- d. The Superintendent's decision shall be final.
- e. Implementation of a level upgrade will mean placement on the appropriate level at the same step currently held retroactively to the date of the initial request.

## **ARTICLE XII - SENIORITY, LAYOFF, AND RECALL**

### **Section 1. Seniority.**

- A. Seniority shall be an employee's length of continuous service in RSU #57 since the date of his or her employment. A probationary employee shall have no seniority during the probationary period, but upon completion of this period, shall have seniority retroactive to the date of hire.
- B. The Superintendent of Schools shall provide the Association a seniority list by March 1 of each year. All Technicians shall be listed in the impact area(s) reflecting their past and present RSU assignment, in descending order of seniority, by name and date of hire. Technicians whose assignment has been two (2) or more years in other impact areas will be listed in all the affected impact areas.

### **Section 2. Impact Areas.**

The following are the impact areas: General Education K-12, Library Technicians K-12, Special Education K-12, Literacy/Numeracy Ed. Technicians K-5, Literacy/Numeracy Ed. Technicians 6-12, and Health Technicians K-12.

### **Section 3. Reduction in Force:**

- A. The Board shall determine the Impact Area(s) when declaring a reduction of force. The person to be eliminated in the declared impact area(s) shall be determined on the basis of seniority and qualifications, as determined by regulations set forth by the Maine Department of Education regarding qualifications for Technicians.

In the event that there is a reduction in force in the Special Education K-12 impact area and the Director of Special Services determines that layoff of the least senior educational technician in the impacted classification would unduly disrupt the delivery of services to student(s), the least senior educational technician may be retained, and the next least senior educational technician will be considered for reduction in force.

- B. At the time the Board determines that there shall be reductions of positions within the RSU, the Superintendent of Schools shall notify the Association of the position(s) to be eliminated. The Association shall be given the opportunity to discuss the elimination of such position(s) with the Superintendent of Schools, if the Association so elects, before any actual step is taken. However, the final decision shall rest with the Board in this matter.

Section 4. Recall.

- A. Any Technician eliminated pursuant to this Article shall have recall rights and shall have first refusal, in order of seniority, of any Technician vacancy in the school system for which he/she is adequately qualified.
- B. The Board shall mail notification of any vacancy, within five (5) working days, after a vacancy becomes known, both to the Association, and to each Technician with recall rights, at the address filed with the office of the Superintendent by the Technician. A Technician must accept the position in writing within fifteen (15) calendar days of the receipt of the notification of the vacancy, or the employee will waive all further recall rights. Recall rights shall be retained for a period not to exceed eighteen (18) months from the effective date on which the Technician is eliminated. Subject to these provisions, no new hires will be permitted while any Technician with recall rights is qualified, as set forth above, for the vacancy.
- C. Any Technician recalled shall retain all benefits as of the date of his/her elimination.

**ARTICLE XIII – WAGES & BENEFITS**

Section 1. Benefit Entitlement.

Full-time employees, those regularly scheduled to work thirty-two and one half (32 1/2) hours or more per week, shall be entitled to all benefits provided in this agreement. Part-time employees shall be entitled to pro-rata benefits based upon hours worked in a week as compared to a thirty-two and one-half (32 1/2) hour work week. Part-time employees not regularly scheduled to work at least twenty (20) hours per week shall not be entitled to any health or dental insurance benefits. The Board will not pay any portion of insurance premiums for the spouses of employees whose employers provide health insurance coverage, which is comparable to the coverage that is available through this Agreement. Employees who request coverage of their spouses must certify in writing that

their spouses' employers do not offer health insurance coverage which is comparable to the coverage that is available through this Agreement.

Section 2. Health Insurance.

A. For the duration of this contract, the Board agrees to pay MEA Choice Plus Premiums, for employees hired on or before August 31, 2006, for the applicable level of coverage at the following rates:

	Employer Share
Single	90%
Two person	75%
Adult w/Child(ren)	85%
Family	75%

For all employees hired on or after September 1, 2006, the Board agrees to pay MEA Choice Plus Premiums, for the applicable level of coverage at the following rates:

	Employer Share
Single	90%
Two person	70%
Adult w/Child(ren)	70%
Family	70%

provided that the Board's contribution shall not exceed the previous year's contribution for the applicable level of coverage by more than 9%. The employee will pay the balance of the premium. New rates will take effect on July 1 and run for the 12 month period ending the following June 30.

Should any employee choose to have the Standard Plan as coverage he/she will be responsible for the difference in premiums.

The Association may change insurance plans at any time during the term of this agreement, provided the premium cost is less than the cost of the current plan.

Employees will be eligible to apply for Domestic Partner health insurance coverage. The cost for domestic partner coverage will be equal to other dependent coverages. Unless a domestic partner meets the criteria of a "dependent" as defined by IRS regulations, the coverage must be provided on an after-tax basis. Any amount the RSU pays toward coverage for the partner must be reported as taxable income to the employee.

B. Employees will have the option to elect between the Choice Plus or the various Standard Plans (Standard Plan, Standard 500 or Standard 1000) on a yearly basis. If an employee chooses either the Standard 500 or Standard 1000 plan the percentages and other criteria in Section 2-A of Article XIII are applicable.

C. The RSU will provide a Section 125 premium offset plan to provide a tax-sheltered opportunity to the extent permitted by law for employees to pay for health insurance

premiums.

Section 3. Dental Insurance.

A. For the duration of this contract the Board agrees to pay Delta Dental Plan V (Orthodontics) Premiums for the applicable level of coverage at the following rates:

	Employer Share
One Person	85%
Two Person.	75%
Three or More Persons	60%

provided that the Board's contribution shall not exceed the prior year's contribution for the applicable level of coverage by more than 15%. The employee will pay the balance of the premium. New rates will take effect on September 1 and run for a 12 month period ending the following August 31.

Employees will be eligible to apply for Domestic Partner dental insurance coverage. The cost for domestic partner coverage will be equal to other dependent coverages. Unless a domestic partner meets the criteria of a "dependent" as defined by IRS regulations, the coverage must be provided on an after-tax basis. Any amount the RSU pays toward coverage for the partner must be reported as taxable income to the employee.

B. The RSU will provide a Section 125 premium offset plan to provide a tax-sheltered opportunity to the extent permitted by law for employees to pay for dental insurance premiums.

Section 4. Sick Leave.

Sick leave shall accrue at the rate of one and one-half (1.5) days per month, not to exceed fifteen (15) days per year, for probationary Educational Techs. Non-probationary Educational Technicians shall earn ten (10) days annually thereafter, which will be credited upon the first (1st) day of the work year. Sick leave may accumulate to a maximum of one hundred twenty (120) days subject to the following conditions:

- a. Sick leave days shall not be permitted for elective surgery (i.e. surgery performed on a date selected by the employee) and associated recuperation time, if in the attending physician's opinion the surgery and recuperation time could be scheduled during a time when schools are not in session without being detrimental to the health or well-being of the employee or without causing the employee discomfort. Sick leave shall not be permitted for dental work of a non-emergency nature.

Note: Four (4) sick leave days of an employee's annual allotment shall be converted to EPL days at the start of each contract year as provided in Section 11 below.

- b. Except in emergencies the absence must be reported by the employee to his or her immediate supervisor at least two (2) hours prior to the time at which the employee was scheduled to report for duty.
- c. If such absence exceeds two (2) consecutive days or is on the employee's last scheduled working day preceding or following school vacation weeks or a holiday, or any time the Superintendent has reason to suspect misuse of sick leave, the Superintendent of Schools shall have the right to request a certificate from the employee's doctor or a medical doctor selected and paid for by the RSU, certifying the nature of the illness or injury which necessitated the absence and certifying that the employee's physical condition is such that he or she is able to return to work.
- d. Any employee who knowingly makes a false claim for paid sick leave shall be subject to immediate disciplinary action, including discharge.
- e. Any employee receiving payments under the Workers Compensation Act shall be eligible for sick leave compensation, only in such amount as will equal his or her regular compensation when added to Workers Compensation benefits. Sick leave pay shall be prorated and drawn against the employee's annual and accumulated sick leave, and shall terminate upon the exhaustion of such leave.
- f. Each employee shall be entitled to six (6) days annually for family illness, which will be deducted from annual sick leave.

Section 5.      Leaves

- A. Leaves with or without pay may be granted at the discretion of the Superintendent of Schools upon request. All such leaves shall be requested and granted in writing.
- B. Other Paid Leaves

Technicians will be compensated for jury duty in the following manner: (the technician shall pay the RSU by check or money order) an amount equal to the jury duty pay. A copy of the jury duty check must accompany the payment. The technician shall retain the payment allotted for mileage. If jury obligation is completed during the normal work schedule of the employee, the employee shall return to work immediately following jury duty.

Section 6.      Bereavement

- A. For death in the immediate family the employee shall receive full pay for approved necessary absences not to exceed five (5) days. The immediate family is defined as husband, wife, son, daughter, father, mother, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, and any other member of the immediate household.

- B. One (1) day bereavement will be granted for the attendance of the funeral of a relative outside the immediate family or a close friend.

Section 7. Birth of Child(ren) Leave

An unpaid leave of absence of up to one (1) year for parenting purposes after the birth of the employee's child(ren) will be granted. The date of return will be mutually agreed upon by the employee and the Superintendent of Schools. Upon return to work the employee shall be assigned to a similar position, unless due to layoffs or funding reductions no such position exists.

Section 8. Mileage

Employees who are required to and in fact do use their own automobiles shall, with the advance approval of their principal or immediate supervisor be compensated at the I.R.S. (Internal Revenue Service) rate per mile.

Section 9. Wages

- A. The wages set forth in Appendix A for Tech's shall be paid in twenty-six (26) bi-weekly pay periods, except in years when the District's pay schedule would result in twenty-seven (27) bi-weekly pay periods.
- B. Direct Deposit will be utilized by all Techs represented by the Master Agreement between The Board of Directors of RSU #57 and the Massabesic Education Association Technicians.

Section 10. Personal Days

All Educational Technicians shall be entitled to two (2) days of personal leave per contract year, two (2) of which must be approved by the Superintendent (designee) and may be used for reasons determined by the employee.

Personal days shall not be used to start or extend a scheduled school vacation or holiday; however, the Superintendent reserves the right to grant exceptions as may be warranted.

Notification in writing must be given to the building principal or appropriate administrator and forwarded to the Superintendent's office a minimum of three (3) days before taking such leave days.

Note: These two (2) personal days shall be converted to EPL days at the start of each contract year as provided in Section 11 below.

### Section 11.      **Earned Paid Leave**

To comply with the minimum requirements under 26 M.R.S.A. §637, four (4) sick leave days and two (2) personal leave days shall be deducted from an employee's annual leave allotment at the start of each contract year and shall be converted to Earn Paid Leave Time (EPL) in accordance with the terms below. In the event that the Legislature and/or the Maine Department of Labor determines that 26 M.R.S.A. §637 should not/does not apply to public school units, this Section 11 shall be null and void.

EPL may be used in one (1) hour increments for any purpose, but the notice requirements differ between planned and emergency purposes.

1. **Planned (Non-Emergency) Purpose:** Up to two (2) days or equivalent may be used for personal leave purposes that are foreseeable or can be planned and are non-medical in nature. Employees shall provide at least three (days) advance notice to their building principal or appropriate administrator to use EPL. Examples include, but are not limited to, wedding/social event, vacation or recreational activity. Planned earned paid leave cannot be used on days immediately before and/or after a holiday or vacation period; or on any other days determined by the supervisor to conflict with operational needs.
2. **Emergency Purpose/Non-Emergency Medical Leave:** Up to four (4) days or equivalent may be used for a sudden emergency, sudden illness or injury, or other sudden necessity for which the employee does not have advance notice; is beyond the employee's control to schedule; and is otherwise unforeseeable (examples include, but are not limited to, sudden illness or injury; car accident; unanticipated child care closure; or residential issues such as burst pipes) or alternatively, although foreseeable and/or can be planned, can be used for non-emergency medical purposes. (examples include, but are not limited to, planned doctor's visit, vaccination appointments, etc.). In both such cases, the employee is required to notify their supervisor as soon as practicable in the circumstances.

### Documentation

Employees who request paid leave for emergency purposes shall be required to provide a general description of the purpose of the leave and may be required to provide appropriate documentation demonstrating the necessity of using leave when absent for more than three (3) consecutive days or when the administration reasonably believes that the employee is using emergency leave for non-emergency purposes.

Employees who request paid leave for planned (non-emergency) purposes are not required to provide a general description of the purpose of the leave.

### Unused ELP

Any unused EPL remaining at the end of the year shall revert back to the employee's sick leave accrual, subject to terms provided in Section 4 above. RSU 57 will not pay an



employee for unused EPL upon separation of employment from the District or at any other time.

Designated Year

The designated year of EPL purposes shall be September 1 through August 31.

Section 12.      Holidays

Employees shall be paid for the following holidays: Labor Day, Indigenous Peoples' Day, Veterans Day, Thanksgiving, the day after Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, Presidents' Day, Patriots Day, and Memorial Day, beginning in 2021-2022.

Employees shall be paid for the following holidays: Labor Day, Indigenous Peoples' Day, Veterans Day, Thanksgiving, the day after Thanksgiving, the day before Christmas, Christmas, New Year's Day, Martin Luther King Day, Presidents' Day, Patriots Day, and Memorial Day, beginning in 2022-2023.

Section 13.      Duty-Free Lunch

Employees who work a six and one half (6.5) hour day will be provided an unpaid half-hour daily duty-free lunch or equivalent except in cases of emergencies. Lunches shall be scheduled at a reasonable time.

Section 14.      Professional Development

- A. Course and workshop reimbursements will be made to all Technicians for job or degree related courses/workshops based on the following:
1. Pre-approval of course/workshop by Principal/Supervisor and the Superintendent of Schools
  2. The RSU will reimburse Technicians at the current USM rate, not to exceed six (6) credit hours per contract year.
  3. Reimbursement will be made upon presentation of the grade report or institutional transcript with at least a grade point average of 3.0 (or better), along with a canceled check or receipt from the institution.
  4. The date that the check is issued will be used to determine to which contract year the reimbursement applies.
  5. All requests for reimbursement must be made within six (6) weeks of the last date of the course or workshop.
- B. All professional staff members may apply for release time for professional improvement in their educational fields and reasonable expenses for the same.

The granting of either shall be at the discretion of the Superintendent of Schools. No deductions from pay of leave will be made for such approved leave and expenses pre-approved by the Superintendent of Schools will be reimbursed.

Section 15. Separation from Service

Any Educational Technician who has completed the following continuous years of service in RSU #57 and separates from RSU #57 at age 60 or above shall be entitled to a separation from service payment based upon accrued sick leave as outlined below:

- A. After 15 years of service, 30% of accumulated sick leave under Article XIII Section 4, Sick Leave, at \$60.00 per day
- B. After 20 years of service, 40% of accumulated sick leave under Article XIII Section 4, Sick Leave, at \$60.00 per day
- C. After 25 years of service, 50% of accumulated sick leave under Article XIII Section 4, Sick Leave, at \$60.00 per day

Section 16. Sick Leave Bank

The Board will cooperate in the maintenance of a Sick Leave Bank for employees who suffer a non-work related catastrophic illness or injury that requires absence from work. This Bank will be accumulative to a total not to exceed 200 days, except under the condition defined in Section 16-1 below. The total number of days in the Sick Leave Bank as of the signing of this Agreement shall remain available, and the maximum shall reduce as days are expended, until it is reduced to 200 days.

The Bank shall be administered by a continuing Committee composed of the Superintendent, a School Board Member, and two (2) members designated by the Association. A majority vote of the Committee shall be required for any days to be granted and the decision of the Committee is not grievable. The Committee shall report to the School Board, the Association, and the employees annually, indicating the use of the Sick Leave Bank. The Committee may submit recommendations for modification of the operation of the Sick Leave Bank to the School Board and the Association. If the recommendations are ratified by the Board and the Association, the recommendations shall be implemented.

- 1. Any Technician is eligible after 2 years service in the RSU to participate on a volunteer basis in the Sick Leave Bank. If the Bank is full at the beginning of the year in which an employee is first eligible to participate, the employee may still enroll by donating one (1) sick day, which will be added to the Bank.
- 2. Each Technician enrolling in the Bank will donate one (1) day of sick leave to the Bank in each participating year. The enrollee must join by submitting Appendix B-1 by the last working day in September of each year or he/she will not be eligible to participate for the school year. If the Bank is full at the beginning of the year, all participating employees from the previous year, upon submission of Appendix B-1, will be enrolled without having a day deducted from their sick leave.

3. A Technician will not be able to withdraw any days from the Sick Leave Bank until his/her own sick leave is depleted.
4. Any Technician requesting sick days from the Bank must file with the Committee a completed request using the "Application for Withdrawal of Days from Sick Bank" form in Appendix B-2.
5. A detailed doctor's certification (from a physician licensed to treat the diagnosed condition), certifying that a serious illness or injury exists which requires absence from work and detailing the condition, treatment and prognosis, must be furnished to the Committee, as a prerequisite to withdrawing days from the Bank.
6. Any participating Technician may withdraw a maximum of thirty (30) days each school year. The thirty (30) days maximum may only be waived under extenuating circumstances at the discretion of the Committee. Any such request for extension shall not be grievable.
7. Technicians withdrawing days from the Sick Leave Bank are not required to replace those days except as a regular contribution to the Bank.
8. Technicians withdrawing from membership in the Bank will not be able to withdraw any contributed days.
9. The Bank will be considered full when the Bank has 200 days. When the Sick Leave Bank is depleted to fifteen (15) days, the Association reserves the right to assess each participating Technician one (1) additional day.

Section 17. Longevity Pay

Educational Technicians with twenty-two (22) or more consecutive years of experience in the District will receive an additional \$450 at the end of the 22<sup>nd</sup> year and each year thereafter on or before the final pay date in June.

**ARTICLE XIV – SEVERABILITY**

In the event that any provision herein is found by any court of competent jurisdiction to be invalid, all other valid provisions shall remain in effect.

**ARTICLE XV - DISCIPLINE, SUSPEND OR DISCHARGE**

- A. The Board shall not discipline, suspend or discharge any non-probationary employee covered by this Agreement without just cause for doing so.
- B. Whenever an employee is called before the Superintendent (designee) for reasons

that may jeopardize his/her employment or position, the employee will be entitled to have an Associations Representative present for advice and representation.

- C. The Board agrees to follow the principle of progressive discipline except in matters of safety or that are criminal in nature or for egregious misconduct.\_
- D. In all cases involving the discharge or suspension of an employee, the Board must notify the employee, in writing, within five (5) working days the reason thereof.
- E. Examples why a non-probationary employee may be disciplined or discharged to include but are not limited to:
  - a. Misconduct during employment
  - b. Incompetency or inefficiency
  - c. Failure to perform duties
  - d. Disobedience of supervisor
  - e. Possession, sale, distribution or under the influence of alcohol, non-prescribed drugs or illegal drugs
  - f. Failure to observe rules and policies
  - g. Conviction of felonies, crimes related to drugs and repeated violations of the law.
  - h. Incompatibility with others
  - i. Unauthorized absences
  - j. Falsifying reports
  - k. Failure to observe working hours
  - l. Theft of school or personal property
  - m. Other acts of misconduct not included on this list.

**ARTICLE XVI - DURATION OF AGREEMENT**

This Agreement shall be effective as of September 1, 2021 and shall be terminated on August 31, 2024.

This Agreement shall not be extended orally and it is expressly agreed that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have signed this Agreement this 9th day of June, 2021.

By \_\_\_\_\_  
Massabesic Education Association

By \_\_\_\_\_  
Massabesic Education Association, Negotiator

By \_\_\_\_\_  
RSU No. 57 School Board, Chairperson

By \_\_\_\_\_  
RSU No. 57 Superintendent of Schools

BOARD OF DIRECTORS OF REGIONAL SCHOOL UNIT NO. 57  
and the  
MASSABESIC EDUCATION ASSOCIATION EDUCATIONAL TECHNICIANS & HEALTH TECHNICIANS

**Schedule A**  
**RSU #57**  
**Educational Technician Salary Scale**

**2021-2022**

<u>Experience</u>	<u>Ed Tech I</u>	<u>Ed Tech II</u>	<u>Ed Tech III</u>
<b>0</b>	12.92	13.77	15.30
<b>1</b>	13.27	14.11	15.63
<b>2</b>	13.27	14.11	15.63
<b>3</b>	13.93	14.78	16.30
<b>4</b>	13.93	14.78	16.30
<b>5</b>	14.59	15.45	16.98
<b>6</b>	14.59	15.45	16.98
<b>7</b>	14.59	15.45	16.98
<b>8</b>	15.60	16.47	17.99
<b>9</b>	15.60	16.47	17.99
<b>10</b>	16.28	17.14	18.66
<b>11</b>	16.28	17.14	18.66
<b>12</b>	16.28	17.14	18.66
<b>13</b>	16.28	17.14	18.66
<b>14</b>	17.61	18.49	20.01
<b>15</b>	17.61	18.49	20.01
<b>16</b>	17.61	18.49	20.01
<b>17</b>	17.92	18.80	20.31
<b>18</b>	17.92	18.80	20.31
<b>19</b>	17.92	18.80	20.31
<b>20 AND UP</b>	18.12	19.00	20.52

SEPTEMBER 1, 2021 - AUGUST 31, 2024 AGREEMENT

BOARD OF DIRECTORS OF REGIONAL SCHOOL UNIT NO. 57  
and the  
MASSABESIC EDUCATION ASSOCIATION EDUCATIONAL TECHNICIANS & HEALTH TECHNICIANS

**Schedule A**  
**RSU #57**  
**Educational Technician Salary Scale**

**2022-2023**

<u>Experience</u>	<u>Ed Tech I</u>	<u>Ed Tech II</u>	<u>Ed Tech III</u>
<b>0</b>	13.31	14.19	15.75
<b>1</b>	13.66	14.53	16.10
<b>2</b>	13.66	14.53	16.10
<b>3</b>	14.34	15.22	16.79
<b>4</b>	14.34	15.22	16.79
<b>5</b>	15.02	15.91	17.49
<b>6</b>	15.02	15.91	17.49
<b>7</b>	15.02	15.91	17.49
<b>8</b>	16.07	16.97	18.53
<b>9</b>	16.07	16.97	18.53
<b>10</b>	16.77	17.66	19.22
<b>11</b>	16.77	17.66	19.22
<b>12</b>	16.77	17.66	19.22
<b>13</b>	16.77	17.66	19.22
<b>14</b>	18.14	19.05	20.61
<b>15</b>	18.14	19.05	20.61
<b>16</b>	18.14	19.05	20.61
<b>17</b>	18.46	19.36	20.92
<b>18</b>	18.46	19.36	20.92
<b>19</b>	18.46	19.36	20.92
<b>20 AND UP</b>	18.66	19.57	21.14

SEPTEMBER 1, 2021 - AUGUST 31, 2024 AGREEMENT

BOARD OF DIRECTORS OF REGIONAL SCHOOL UNIT NO. 57  
and the  
MASSABESIC EDUCATION ASSOCIATION EDUCATIONAL TECHNICIANS & HEALTH TECHNICIANS

**Schedule A**  
**RSU #57**  
**Educational Technician Salary Scale**

**2023-2024**

<u>Experience</u>	<u>Ed Tech I</u>	<u>Ed Tech II</u>	<u>Ed Tech III</u>
<b>0</b>	13.77	14.68	16.31
<b>1</b>	14.14	15.04	16.66
<b>2</b>	14.14	15.04	16.66
<b>3</b>	14.85	15.75	17.38
<b>4</b>	14.85	15.75	17.38
<b>5</b>	15.55	16.47	18.10
<b>6</b>	15.55	16.47	18.10
<b>7</b>	15.55	16.47	18.10
<b>8</b>	16.63	17.56	19.17
<b>9</b>	16.63	17.56	19.17
<b>10</b>	17.36	18.28	19.89
<b>11</b>	17.36	18.28	19.89
<b>12</b>	17.36	18.28	19.89
<b>13</b>	17.36	18.28	19.89
<b>14</b>	18.77	19.71	21.33
<b>15</b>	18.77	19.71	21.33
<b>16</b>	18.77	19.71	21.33
<b>17</b>	19.11	20.04	21.65
<b>18</b>	19.11	20.04	21.65
<b>19</b>	19.11	20.04	21.65
<b>20 AND UP</b>	19.31	20.26	21.88

SEPTEMBER 1, 2021 - AUGUST 31, 2024 AGREEMENT



**ED. TECHS. APPENDIX B-1**

**Application for participation in RSU #57 Sick Bank**

I hereby authorize the transfer of one (1) sick day into the RSU #57 Sick Bank for the 20\_\_\_\_ - 20\_\_\_\_ contract year.

I understand that participation in this program is voluntary and will be governed by Article XVI, Sec.16 of the current bargaining agreement.

Name \_\_\_\_\_  
Please print

Date of Hire \_\_\_\_\_

Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

THIS FORM MUST BE SUBMITTED TO YOUR BUILDING REPRESENTATIVE BY THE LAST WEEK IN SEPTEMBER.

**APPENDIX B-2**

**Application for withdrawal of days from the Sick Bank**

Name \_\_\_\_\_

Date \_\_\_\_\_

Number of days requested \_\_\_\_\_

My accumulated sick leave will be/has been all used up as of \_\_\_\_\_

Reason for request: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I will be using these sick days on \_\_\_\_\_

Signed \_\_\_\_\_

Please attach the required Doctor's certificate and prognosis.  
Forward this request to the Association President.

Date \_\_\_\_\_

Board of Directors \_\_\_\_\_

Association \_\_\_\_\_

Superintendent's Approval to Release Funds \_\_\_\_\_

**APPENDIX C  
GRIEVANCE FORM**

Grievant's name: \_\_\_\_\_

Work location: \_\_\_\_\_

Description of alleged Contract violation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Provision(s) violated (Be specific): \_\_\_\_\_

\_\_\_\_\_

Date of alleged violation: \_\_\_\_\_

Remedy sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**INFORMAL DISCUSSION – (LEVEL ONE)**

(Must be held within the time limits for filing a Formal Grievance)

Principal or other appropriate administrator:

Informal Meeting Date: \_\_\_\_\_

\_\_\_\_\_ I **am not** satisfied with the outcome of the Informal Discussion and wish to proceed to the Formal Grievance Procedure.

\_\_\_\_\_ I **am** satisfied with the outcome at level one.

Signature of Grievant or Association Representative: \_\_\_\_\_

**FORMAL GRIEVANCE PROCEDURE**

**LEVEL TWO – SCHOOL PRINCIPAL/ADMINISTRATOR**

(To be filed within twenty (20) days following the event or condition giving rise to the grievance)

Date received: \_\_\_\_\_ Date answered: \_\_\_\_\_

Disposition: \_\_\_\_\_ Granted \_\_\_\_\_ Denied

Signature of Principal: \_\_\_\_\_ Date: \_\_\_\_\_

Reason: (Be specific) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ I **am not** satisfied with the outcome at level two and wish to proceed to level three.

\_\_\_\_\_ I **am** satisfied with the outcome at level two.

Signature of grievant or Association Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**LEVEL THREE – SUPERINTENDENT**

(To be filed within **ten (10)** days with the Association. The Association shall, within **ten (10)** days after receipt, refer the grievance to the **Superintendent.**)

Date received: \_\_\_\_\_ Date of meeting: \_\_\_\_\_ Date answered: \_\_\_\_\_

Disposition: \_\_\_\_ Granted \_\_\_\_ Denied

Reason: (Be specific) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Superintendent's signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ I **am not** satisfied with the outcome at level three and wish to proceed to level four.

\_\_\_\_\_ I **am** satisfied with the outcome at level three.

Signature of Grievant or Association Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**LEVEL FOUR – GRIEVANCE MEDIATION**

(To be filed with the **Association** within **ten (10) days** after the decision.)

Date received by **Association**:

Date of pre-conference meeting: \_\_\_\_\_ (To be held within **ten (10)** days of receipt by the **Association**. Meeting may be waived only by written mutual consent.)

Disposition: \_\_\_\_\_ Settled \_\_\_\_\_ Continue to Board

Date filed with **Grievance Mediation**: \_\_\_\_\_ (To be filed within **ten (10)** days after the pre-conference meeting.) Date of meeting with **Mediator**: \_\_\_\_\_ (To be held within **ten (10)** days of receipt of complaint by Mediator, if possible.)

Date answered: \_\_\_\_\_ (To be submitted within **ten (10)** days after meeting.)

Disposition: \_\_\_\_\_ Granted \_\_\_\_\_ Denied

Reason: (Be specific) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board representative signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ I **am not** satisfied with the outcome at level four and wish to proceed to arbitration.  
\_\_\_\_\_ I **am** satisfied with the outcome at level four.

Signature of Grievant or Association Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**LEVEL FIVE – BINDING ARBITRATION**

Date filed with the **Association**: \_\_\_\_\_ (To be filed in writing, within **ten (10)** days after the Mediator's decision.)

Date notification of request for arbitration: \_\_\_\_\_ (To be filed in writing, within **ten (10)** days of receipt of such request.)

Date of arbitration hearing: \_\_\_\_\_ Name of Arbitrator: \_\_\_\_\_

Date of decision by Arbitrator: \_\_\_\_\_

Disposition: \_\_\_\_\_ Granted \_\_\_\_\_ Denied

Reason: (Be specific)

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