xx--BUS DRIVERS, CUSTODIANS, FOOD SERVICE, AND MAINTENANCE MECHANIC Bargaining Unit Agreement (July 1, 2022 to June 30, 2025)

xx--PREAMBLE

This Collective Bargaining Agreement made and entered into pursuant to Maine Public Employees Labor Relations Law Chapter 9A, Title 26 M.R.S.A., as amended, by and between the Cape Elizabeth School Board, hereinafter referred to as the Board, and the Cape Elizabeth Education Association, hereinafter referred to as the Association.

ARTICLE 1
RECOGNITION

A. The Board hereby recognizes the Cape Elizabeth Education Association as the sole and exclusive bargaining agent pursuant to 26 M.R.S.A. § 962(2) for a bargaining unit composed of those public employees as defined in Section B (3) below in the following job classifications: bus drivers, custodians, head custodians, maintenance mechanics, maintenance supervisors, and food service workers. All other employees of the Cape Elizabeth School District, including substitutes, long-term subs, and spares are excluded from this agreement.
B. Definitions
1. The term "Association" shall mean the Cape Elizabeth Education Association.
2. The term "Board" shall mean the School Board of the Cape Elizabeth School Department, Cape Elizabeth, Maine.
3. The term "employee" shall mean all personnel in the bargaining unit as defined by 26 M.R.S.A. § 962(6).
4. The term "Business Manager" shall refer to the school business manager of the Cape Elizabeth School Department.
5. The term "school year" shall mean student days as established by the School Board pursuant to statute.
6. The term "Superintendent" shall mean the Superintendent of Schools of the Cape Elizabeth School Department, Cape Elizabeth, Maine.
7. The term "Principal" shall mean school building principal.

8. The term "Department Administrator" shall mean the School Nutrition Director or the Facilities and Transportation Director.

ARTICLE 2
GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems, which may arise affecting the welfare of employees or terms and conditions of their employment.

2. All adjustments to grievances shall be consistent with the terms of this Agreement. The Association shall be given reasonable opportunity to be present and to state its view at any level of the grievance procedure.

B. Definitions:

1. The term "grievant" shall mean the employee, employees, or the Association making the complaint(s).

2. A grievance shall mean a dispute as to the specific meaning or inequitable application of any of the provisions of this Agreement.

3. Days shall mean working days, excluding Saturday, Sunday, and legal holidays.

4. "Employees", when used in this article, shall mean all personnel in the bargaining unit.

C. Procedure

1. Level One

In the event that an employee believes there is a basis for a grievance, s/he shall first discuss the situation with his/her immediate supervisor and department administrator in an effort to resolve the issue. The employee may be accompanied by a representative of the Association.

2. Level Two

(a) If a resolution is not achieved at Level One, a formal written grievance that specifically lists the problem and identifies the employee(s) involved can be presented by the employee(s) and/or the Association to the Business Manager. Such formal written grievance shall be presented within (20) days after the event giving rise to the grievance becomes known to the grieving employee or the Association.

(b) Within five (5) days after receipt of the written grievance, the Business Manager or another appropriate administrator shall meet with the grievant in an effort to resolve the grievance. Within seven (7) days after this meeting, a written decision shall be presented to the grievant with a copy to the Association.

3. Level Three

(a) If the grievance is not resolved at Level Two, the grievant and/or the Association may present the grievance in writing to the Superintendent within five (5) days after receipt of the decision. Within five (5) days after receipt of the grievance, the Superintendent will meet with the grievant, in an effort to resolve the grievance.

(b) Within seven (7) days after the meeting, a written decision shall be presented to the grievant with a copy to the Association.

4. Level Four:

(a) If the grievance is not resolved at Level Three, the grievant, and/or the Association, may present the grievance in writing to the School Board within ten (10) days after receipt of the decision. Within 15 days the School Board shall meet with the grievant in an effort to resolve the grievance.

(b) Within ten (10) days after the meeting, a written decision shall be presented to the grievant with a copy to the Association.

5. Level Five:

(a) If the grievance is not resolved at Level Four then the Association, within ten (10) days of receipt of the decision may submit the grievance to arbitration by requesting the American Arbitration Association to utilize its procedures for the selection of an arbitrator pursuant to its rules and procedures. Nothing in the foregoing is meant to prevent the Board and the Association from agreeing on some other competent agency or individual to conduct the arbitration.

(b) The arbitrator shall be without power or authority to make any decision that is in violation of the terms of this Agreement. The decision of the arbitrator shall be final and binding and may be appealed pursuant to law.

(c) The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE 3
RIGHTS OF EMPLOYEES

A. No employee shall be disciplined without just cause. No employee after serving a probationary period of twelve (12) months shall be dismissed (which term shall include discharges occurring during the school year and refusal to re-hire an employee for the forthcoming year) without just cause.

B. A copy of any written reprimand, suspension or discharge of an employee, shall be delivered to the employee by the party which took such action within five (5) days. An employee who has been reprimanded shall continue in a pay status until the employee has been given a written notice stating the reason(s) for the suspension.

C. Any material which is critical to an employee's performance shall not be placed in any personnel file until the employee acknowledges, in writing, receipt of the material. Within twenty-five (25) days of receipt of the material, the employee may provide a written rebuttal to the material, which will be attached to the document.

D. Seniority, RIF and Recall

1. Seniority

a. By October 31 of each year, the Board shall establish and post seniority lists in all schools for all employees, within the bargaining unit, according to the number of years of continuous employment within the bargaining unit. The employee with the longest continuous employment within the unit shall be first on the list. In the event that two (2) or more employees commence continuous employment on the same date, the employee with the greatest number of years of employment by the Board shall be listed first.

b. Separate seniority lists shall be maintained for employees according to the following job classifications:

(1) Bus Drivers
(2) Custodians including Head Custodian
(3) Food Service Workers
(4) Maintenance Mechanic including Supervisor

2. Reduction in Force (RIF)

a. "Reduction in Force" (RIF) shall mean the termination of employment of an employee when changes in local conditions warrant the elimination of the position.

b. In the event of a RIF within a job classification, the lowest employee on the seniority list for the job classification being reduced shall be terminated if the other employees are determined by the Superintendent to possess the necessary skills, abilities, acceptable performance based on evaluations and other qualifications to perform the requirements of the position. An arbitrator shall have the authority to revoke or modify the determination of the Superintendent only if such determination is found to be arbitrary and capricious.

c. An employee who is RIF'd shall receive at least 30 calendar days' written notice.

d. The Board agrees to consult with the Association to the extent possible prior to a RIF upon written request from the Association and shall make available to the Association information required by law.

e. An employee who has been terminated shall be eligible to continue in any of the group insurance plans pursuant to COBRA regulations.

3. Recall (RIF)

a. Any non-probationary employee terminated due to a RIF shall retain the right of recall for fifteen (15) calendar months from the effective date of termination of employment to the first available position within the bargaining unit for which s/he is qualified as determined by the Superintendent.

b. In the event of a recall, the Board shall notify the Association and the employees on the recall status list who are qualified to fill the vacancy in writing, by registered mail, of the vacancy. To be recalled for the vacancy, employees on lay-off status must notify the Board of availability for recall within fifteen (15) calendar days of receipt of the Board's notification of the vacancy. If any employee on lay-off status so notifies the Board of their availability, the employee with the most seniority and who is the most qualified to meet the requirement of the vacant position will be the first recalled. It shall be the responsibility of the employee to keep the Superintendent notified of the employee's current mailing address.

c. Employees recalled within fifteen (15) calendar months from the effective date of termination shall retain their seniority and all benefits accumulated prior to the termination and shall be placed on the same wage step obtained prior to the termination.

E. Whenever a vacancy occurs in the bargaining unit, the provisions of Article III D-3 (the recall provision) shall be followed if applicable. Each opening will be posted on the district’s employment web page and e-mailed to all employees concurrently with any public advertisement for the position. If the opening occurs or is to be filled during non-school weeks, written notice of the opening will be posted on the District’s web site. In the filling of such vacancies, current members of this bargaining unit shall be granted interviews upon written request. If shifting an internal candidate to fill the vacancy, seniority will be the determining factor for filling the bargaining unit opening provided the applicants' demonstrated skills and qualifications are equal as determined by the Business Manager,

F. Subcontracting

Before subcontracting is considered, the Superintendent or his/her designee will meet and consult with the Association to consider other alternatives. The subcontracting of work ordinarily performed by employees covered by this Agreement will only occur if work is not being completed in satisfactory and timely fashion due to understaffing and when overtime by employees is not enough to complete the work satisfactorily. Subcontracting will have specific work parameters outlined and occur within a specific timeframe. Once the School Department has reached full staffing the subcontracting will end.

Such contracted services may supplement, but not supplant, existing bargaining unit services and the parties agree that no employee of the district will be laid off or see their regularly scheduled hours reduced as a result of the subcontracted work.

ARTICLE 4
EARNED PAID LEAVE

Employees may use the first forty (40) hours of their contractual paid leave (sick, family, vacation, personal business leave) for absences for any purpose and the employee may choose which available leave to use. When the leave is used for non-emergency purposes, such as for recreation or vacation like activities, the Superintendent/designee can deny the leave when the Superintendent/designee reasonably determines it will cause undue hardship to the operations of the school. Provided that the employee has not used forty (40) hours or more of contractual paid leave (sick, family, vacations, and/or personal business days) in the contract year, restrictions on the use of contractual paid leave shall be waived and employees may use contractual paid leave in one (1) hour increments or more.

ARTICLE 5

SICK LEAVE

A. Each employee shall be entitled to sick leave with full pay for personal illness, disability or accident at the rate of one and one-quarter (1.25) days per month for each month of employment or any portion thereof. Employees may accumulate sick leave to a maximum of one hundred thirty-five (135) days.

B. In the event of absence of an employee for illness, disability, or accident in excess of five (5) consecutive work days, or in cases of suspected abuse of the sick leave benefits of this Agreement, the Superintendent may require the employee to submit to a medical examination by the school physician attesting to the employee's ability to return to work. Examination by the school physician or by any physician to which the employee is referred by the school physician shall be at the Board's expense. The employee shall provide or cause to be provided a report of any examination to the Superintendent.

C. Sick Leave Bank

1. The purpose of the sick leave bank is to provide income protection for members of the sick leave bank who, because of prolonged illness, have exhausted their accumulated sick leave benefits and are unable to return to work.

2. The bank will be administrated by a continuing committee composed of the Superintendent, the Business Manager, President of Association, and one (1) member designated by the Association. A majority vote of the committee shall be required for any days to be granted. The committee shall report to the Board, the Association and the employees annually, indicating the use of the sick leave bank. A decision to deny a request for sick leave bank days is not arbitral.

3. Each bargaining unit member who wishes to become a member of the sick leave bank shall contribute one (1) day of his/her accumulated sick leave to the bank each year until the bank is built up to a maximum of two hundred (200) days. When the bank drops below thirty (30) days, it shall be replenished by assessing each member of the bank one (1) additional day.

4. Any eligible part-time employee may make a pro rata deposit of sick leave days to the bank and, if a request is granted, shall receive pro rata benefits.

5. To qualify for sick leave from the sick leave bank, an employee must have:

a. Used all of his/her personal sick leave.

b. Waited a period of five (5) days.

c. Provided a doctor's certification when requested regarding his/her illness as a prerequisite to withdraw from the bank.

6. Members withdrawing sick leave days from the bank will not have to replace these days, except as a regular contributing member of the bank.

7. Sick leave days contributed to the bank may not be withdrawn if the member, at a later date, leaves the employ of the Board.

8. Upon written application and approval, a member may draw a maximum of thirty
(30) days from the sick leave bank in any one school year. By exception, the bank may grant additional requested days.

D. Each employee shall be entitled to a yearly maximum of forty (40) hours of paid leave of absence for the purpose of caring for ill members of the employee's family — spouse, father, mother, son, daughter, sixteen (16) of those hours to be deducted from employee's sick leave.

ARTICLE 6
BEREAVEMENT LEAVE AND TEMPORARY LEAVES OF ABSENCE

A. DEATH IN THE FAMILY

1. In case of death of a member of the employee's immediate family , as defined by the employee, the employee shall have up to five (5) working days paid leave of absence for each occurrence. Additional days may be granted by the Superintendent, in which the employee may elect to deduct a maximum of two (2) days from the employee's accumulated sick leave, vacation, or personal days or taken without pay.

2. The employee shall be granted three (3) days, cumulative, for death(s) of other family relations. Notice of death to be provided to Superintendent if requested. Additional days for death of other family relations may be granted by the Superintendent, in which the employee may elect to deduct a maximum of two (2) days from the employee's accumulated sick leave, vacation or personal days.

B. PERSONAL BUSINESS DAYS

1. Bus Drivers, Custodians, Maintenance Mechanics

Each employee shall be entitled to two (2) personal business days. This leave shall be used only for matters of urgent personal business and shall not be used for vacation or for business which can be conducted outside of the employee's normal working hours.
Except in an emergency there shall be forty-eight (48) hours prior notification to the Department Administrator and/or Business Manager. Requests for personal business days shall be submitted on an electronic form provided by the Business Office. Up to two (2) days of unused personal business leave may be carried over to the next year but may not result in any more than four (4) days in the aggregate.

2. Food Service

Each employee shall be entitled to two (2) personal business days. Leaves requested under this section during the opening three (3) days (Orientation Day included) or closing three (3) days of the school year, or the days immediately preceding, or following a holiday, will be granted only in unusual circumstances. One of these days may be used for travel before and after a vacation with limitations. The limitations shall be determined by the Business Manager, whose decision is final. Any request to use personal business days to extend a vacation must be made in writing to the Business Manager, who may grant a very limited number per year, not on a staff development day. Leave for personal business shall not be used for vacation or for business which can be conducted outside the normal school day. Except in an emergency, there shall be forty-eight (48) hours prior notification to the Department Administrator and/or Business Manager. Requests for personal business days shall be submitted on an electronic form provided by the Business Office. Up to two (2) days of unused personal business leave may be carried over to the next year but may not result in any more than four (4) days in the aggregate.

C. HOLIDAYS:

1. The following are paid holidays for each employee who is regularly scheduled or scheduled to work (excluding optional training) during the week in which the holiday occurs:

- Independence Day
- Labor Day
- Indigenous Peoples’ Day
- Veterans' Day
- Thanksgiving Day
- the day after Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Patriots' Day
- Memorial Day
- Juneteenth Day

2. School year only employees will receive the following paid holidays:

- Labor Day
- Indigenous Peoples’ Day

• Veterans' Day
• Thanksgiving Day
• the day after Thanksgiving
• Christmas Day
• New Year's Day
• Martin Luther King, Jr. Day
• Memorial Day
• Juneteeth Day (if school is still in session)

3. When an employee works on a holiday, they will receive holiday pay plus time and-a-half their hourly rate for the hours worked. Holiday pay shall not count for the calculation of eligibility for overtime. Any employee who works on a holiday shall not have their work schedule altered for hours worked within that work week.

D. VACATIONS:

1. Bus Drivers
(a) Paid vacation days will be available according to the following schedule:

After 6 mos. 5 days
After 1 year 5 additional days
After 2 years 10 days each year
After 7 years 15 days each year
After 12 years 20 days each year

(b) Vacation days must be used during the contract year following the year earned. Vacations should be scheduled during school vacations and after the last student day, unless requested to work during those times by administration. Vacations during school days may be scheduled during the school year if workloads permit and if adequate coverage is found and upon prior written approval of the employee's supervisor.

(c) Unused vacation days, due to being requested to work by administration during that year, will be carried over four weeks into the following contract year or paid out to the employee at the close of the contract year.

2. Food Service

(a) Paid vacation shall be earned based on the school year as follows:

After 1 year 5 days
After 6 years 10 days each year
After 11 years 15 days each year
After 15 years 20 days each year

(b) Vacation days must be used during the contract year following the year earned. Vacation days cannot be taken when school is in session. Vacation days shall be pro-rated for employees who start employment after the beginning of the school year.

(c) Unused vacation days, due to being requested to work by administration during that year, will be carried over four weeks into the following contract year or paid out to the employee at the close of the contract year.

3. Custodians and Maintenance
(a) Paid vacation days will be available according to the following schedule:

After 6 mos. 5 days
After 1 year 5 additional days
After 2 years 10 days each year
After 7 years 15 days each year
After 12 years 20 days each year

(b) Vacation days must be used during the contract year following the year earned. Vacations during school days may be scheduled during the school year if workloads permit and if adequate coverage is found and upon prior written approval of the employee's supervisor.
(c) Unused vacation days, due to being requested to work by administration during that year, will be carried over four weeks into the following contract year or paid out to the employee at the close of the contract year.

4. Earned Vacation Credit

(a) Employees shall receive any vacation days earned during the prior year.

(b) In order to move to the next vacation step level, the employee must have worked at least one day more than half of the year in order to be credited with the year. If the employee works less than one day more than half of the work year, the employee shall not advance to the next vacation step until the following year.

(c) During their first year of employment, new employees shall earn their vacation days on a pro-rata basis to July 1st based on their first day of employment. As of July 1st of their first year, employees shall be credited with the earned days.

E. SCHOOL CLOSING — YEAR-ROUND EMPLOYEES

1. In the event of closing of school, employees shall be paid, but shall be required to work as provided in this Section.

2. All employees shall be expected to report to work.

3. To the extent necessary due to weather-related road conditions such as a snow storm, an employee will be permitted to report late to work and/or leave work early on snow days. However, each employee will advise the department administrator or other appropriate person if road conditions do not permit the employee to report to work at the regular starting time or to leave work at the regular quitting time. The employee will be paid only for the hours actually worked, unless the employee elects to use available vacation or compensatory time.

F. SCHOOL CLOSING - SCHOOL YEAR EMPLOYEES

1. All employees shall be paid the regular daily rate when school is closed by the Board or administrative agents, except when school closes early in June due to unused storm days, or except as provided in Section F.2. & F.3. of this Article.

2. In the event of closing of school such as snow conditions ("snow days"), designated employee shall report to work and be paid a minimum of two (2) hours whenever necessary to properly store/secure food products. All other employees shall not work and will not be paid on snow days.

3. To the extent necessary due to weather-related road conditions such as a snowstorm, an employee will be permitted to report late to work and/or leave work early. However, each employee will advise the department administrator or other appropriate person if road conditions do not permit the employee to report to work at the regular starting time or to leave work at the regular quitting time.

G. A leave of absence of up to one (I) year, without pay or increment, may be granted to an employee following the birth or adoption of the employee's child, provided that such leave shall terminate not later than one (1) year following the birth or adoption of a child.

H. A leave of absence of up to twelve (12) months without pay or increment may be granted for the purpose of caring for a sick member of the employee's family. Upon return, the employee will be guaranteed the same or an equivalent position. In the event that the position is eliminated, Article 3, Section D pertaining to seniority will be followed. For the purpose of this Section, family member classification is the same as under the Family and Medical Leave Act of 1993 as amended (spouse, son or daughter, or parent).

I. Any member of an Armed Forces Reserve Unit or National Guard Unit shall be allowed time off pursuant to State and Federal Law.

J. Persons called to jury duty shall be paid the difference between jury duty pay and their regular salary.

ARTICLE 7
INSURANCE BENEFITS

A. Medical Insurance:

1. The Board shall make available a comprehensive group health insurance program for eligible employees. Entitlement applies to those belonging to the Cape Elizabeth group. Participating employees shall have the option of selecting any one of the plans available through the Board's comprehensive group health program (listed below). Plans available for 2021-2022:

MEA Choice Plus MEA Standard Plan
MEA Standard Plan $500 Deductible MEA Standard Plan $1000 Deductible

2. The Board will contribute according to the following schedule towards the cost of a health insurance plan based upon an employee's eligibility:

(a) FOR ALL EMPLOYEES:

(1) 86% of the current year's rates of the MEA Choice Plus Plan

(2) Employees who work 20 hours per week or more, but less than full time (40 hours) shall receive a pro-rated benefit based upon hours worked compared to full time.

(3) Employees who work fewer than 20 hours per week shall not be eligible for Board contribution to health insurance benefits. If the Board's provider allows, such employees may purchase health insurance by payroll deduction as part of the Board's group by paying 100% of the premium.

3. Cash-in-Lieu of Health Insurance:

Beginning in the third year of this agreement, an employee may voluntarily elect to withdraw from their existing health insurance offered by the School Board. For such employees the board, as an alternative, will contribute $3,000 to be disbursed through the payroll process. To receive this benefit the employee must elect this option during the annual benefit open enrollment period for the subsequent contract year. This benefit will be administered in accordance with all applicable provisions of the IRS Code and the Board’s Section 125 plans and is a taxable benefit that does not qualify for MainePERS. This benefit will be prorated over the course of the year according to the employee’s contract period in the regular paycheck and not as a one-time distribution. Employees who currently have district health coverage and are employed less than full-time shall have their benefit prorated to their proportion of full-time employment. New hires that elect to not be covered by the district health insurance plan will also be eligible for the benefit. If an employee desires to reinstate coverage during the contract year due to a qualifying event as determined by Internal Revenue Code, Section 125, the benefit will be terminated as of the first month of health coverage.

In order to be eligible for this cash-in-lieu of health insurance benefit, for a particular school year, during open enrollment for that year the employee must sign and return to the School Board a statement attesting that the employee, and all other individuals for who the employee reasonably expects to claim a personal income tax exemption for each tax year that begins or ends during the upcoming school year (“tax family”), will have minimum essential health insurance coverage under another employer’s group health plan, other than the Town of Cape Elizabeth or the Cape Elizabeth School Department, (such as the employee’s spouse).

Notwithstanding the foregoing attestation by an employee, no cash-in-lieu payment will be made to an employee if the School Board knows or has reason to know that the employee or any other member of the employee’s expected tax family does not have or will not have coverage under another employer’s group health plan during the school year in question. The School Board reserves the right in its sole discretion to require additional documentation of other group health insurance coverage from the employee, such as certificate of coverage from the other employer’s group health plan, in order for an employee to be eligible for cash-in-lieu. Employees will be required to provide a new, signed attestation statement each year during open enrollment in order to be eligible for a new cash-in-lieu payment.

Married couples who both work for the Cape Elizabeth School Department are not eligible for this benefit.

B. Dental Insurance:

1. The Board agrees to pay up to but not more than $250 for each year of this contract towards the cost of a group dental plan consisting of the Northeast Delta Dental Plan, provided that the Board reserves the right to institute a new program of insurance providing benefits are substantially equal to or superior to these referred to herein. Entitlement applies to those belonging to the Cape Elizabeth group who work over 20 hours per week.

2. Bus Drivers, Custodians, and Maintenance employees who work 20 hours per week or more, but less than full time (40 hours) shall receive a pro-rated benefit based upon hours worked compared to full time. Dental benefits for Food Service employees will not be pro-rated based upon hours worked.

3. Employees who work fewer than 20 hours per week shall not be eligible for Board contribution to dental insurance benefits. If the Board's provider allows, such employees may purchase dental insurance by payroll deduction as part of the Board's group by paying 100% of the premium.

C. It is understood that if an employee is eligible for group health benefits and dental benefit on a twelve-month (12) basis, the difference will be deducted from the salary paid.

D. Eye Glasses — Bus Drivers, Custodians, Food Service, and Maintenance

1. The Board agrees to pay a maximum of $400.00 towards the cost of eye glasses for each full-time employee, as defined in Article 9, Section H, covered under this provision.

2. Employees who work 20 hours per week or more, but less than full time shall receive a pro-rated benefit based upon hours worked compared to full time.

E. Group Life Insurance

The Board shall pay the premium towards one (1) times the basic earning of Maine State Retirement Group Life and Accidental Death and Dismemberment to which the employee is entitled.

F. Workers' Compensation:

1. In the case of injury covered under the Maine Workers' Compensation Act, an employee will receive from the employee's accumulated sick leave, the difference between the amount of the employee's regular net pay and the amount received as workers' compensation. The difference shall be charged on a pro rata basis to the employee's accumulated sick leave and shall cease when the employee's sick leave is exhausted. An employee shall refund to the Board any payments received in excess of those permitted herein.

2. An employee on workers' compensation leave shall not accrue vacation, personal days or sick leave and shall not be eligible for any vacation or holiday pay while on a workers' compensation leave. The employee, if a participant in the Board's health insurance program, may continue their participation, at the employee's expense.

3. During any workers' compensation leave and while the employee retains a qualified right of reinstatement under this Agreement, the Board may periodically require the employee to submit a medical statement satisfactory to the Board from the employee's attending physician and/or to submit to a medical examination by a physician selected by the Board as a condition of continued leave and/or reinstatement, whichever is applicable.

G. The School Board will offer a Section 125 Cafeteria Plan which will provide eligible employees the opportunity to pay for their share of the cost of health and dental insurance premiums on a pre-tax basis, subject to the terms of the Cafeteria Plan and limitations under the Internal Revenue Code.

H. The School Board will offer as benefits under the Section 125 Plan through a party chosen by the Board a Health Flexible Spending Account and a Dependent Care Assistance Plan subject to the terms of the Cafeteria Plan and limitations under the Internal Revenue Code. The per account/per month administrative fee(s) shall be paid by the individual participant utilizing one or both of the separate benefit plans under the Cafeteria Plan.

ARTICLE 8
ASSOCIATION RIGHTS

A. Association Business

Representatives of the Association shall be allowed time off, with pay, for mutually scheduled meetings with Board officials concerning Association business.

B. Dues Deduction
1. The Board agrees to deduct from the employee's salary money for local, state and national Association membership dues upon written authorization of the employees in not less than 20 equal installments. The deductions shall continue from year to year unless the employee gives written notice to the Superintendent and the Association during the first two weeks of September of the given year of membership termination. The effective date for termination of the deduction shall be the first payday after September 15.

2. The Association agrees to indemnify and hold harmless including any penalties or legal costs the Board against all claims by reason of any action taken in making deductions of such dues and remitting the same to the Association.

ARTICLE 9
WORKING HOURS

A. Work Schedules

This Article defines the normal hours of work, and establishes the basis for the calculation of overtime. It is not, however, a guarantee of hours of work per day, work period, month or year. It is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Article.

B. Overtime and Compensatory Time:

1. Time and one-half straight time rate shall be paid for authorized work performed in excess of 40 hours per week, provided that paid bereavement leave shall be included in calculating the number of hours worked.

2. Hourly wages due must be paid by the next pay period.

3. When compensatory time is requested, it must be pre-approved by the immediate supervisor and may not accumulate for more than 5 days annually. Employees will schedule the use of their compensatory time during non-school days with prior approval of the employee's supervisor. Compensatory time may also be scheduled during school days if workloads permit and if adequate coverage is found with prior approval of employee's supervisor. Compensatory time off will not be granted if it will result in overtime coverage.

4. Overtime shall be assigned on an equitable seniority rotation basis

C. Call-Back Pay:

Beginning in the third year of this agreement, employees called back to work shall receive a minimum of four (4) hours pay for the work for which they are called back. This section applies only when call-back hours result in hours worked which are not annexed consecutively to one end or the other of the working day or working shift and only if the employee has been punched out for at least fifteen (15) minutes. This section does not apply to scheduled overtime.

D. No employee shall be disciplined for regularly scheduled work not completed by the end of their shift when the completion of this work is prevented by special or emergency types of work done at the request of their supervisor.

E. During school vacation periods (winter, spring, and Christmas) a bus driver's starting time may be delayed to correspond with the trip schedule when the driver is scheduled to take a school trip. During such vacation periods, a driver may elect not to work in excess of 40 hours per week subject to their supervisor's approval.

G. Food Service Work Conditions

1. Employees who work at banquets or other functions shall be paid at their regular rate of pay or at the rate of $20.45 per hour, whichever is greater. Work at banquets is defined as a function that starts outside of regular work hours. Functions shall be rotated among employees. One of the assigned employees must be from the building in which the function is held. Employees will be paid a minimum of two (2) hours for work at banquets and other functions.

2. Substitutes will be obtained by the Department Administrator.

3. In the event that a full-time employee is unable to work, part-time employees shall be offered the temporary full-time position first, followed by the persons on the substitute list.

H. Work Hours

1. Full year, full time employees shall normally be scheduled to work a forty (40) hour work week. The employee's work hours shall be assigned by the employee's supervisor.

2. The work hours of school year employees and any employees working less than forty (40) hours per week will be assigned by the employee's supervisor.

3. Food Service employees who work 35 or more hours per week shall be considered full time.

I. Work days for school year employees shall be student days and additional days as required by the Department Administrator. Work site assignments will be determined by the Department Administrator.

ARTICLE 10
MANAGEMENT RIGHTS

A. The Board retains all rights and authority to manage and direct its employees, except as otherwise specifically provided for in this Agreement. Such rights shall include and shall not be limited to: the operation and management of the operations; the direction of the working forces; the right to hire, to discharge and discipline for just cause, to change assignments, to promote, to suspend; to reduce or expand the working forces; to transfer; to maintain discipline; to establish work schedules; to introduce new, improved or changed methods of work or facilities; to establish, change, combine or eliminate jobs, work, tasks, or positions. The Board's not exercising any function or right hereby reserved to it, or the exercising of any functions in a particular way, shall not be deemed a waiver of its rights to exercise such function or preclude the Board from exercising the same in some other way not in conflict with the express provisions of this Agreement.

B. The Association acknowledges the right of the Board to establish work rules with which each employee shall be familiar and responsible for compliance provided such work rules are not inconsistent with the provisions of this Agreement. These work rules shall be published and made available to all employees.

ARTICLE 11
MISCELLANEOUS PROVISIONS

A. No employee shall be favored or discriminated against by either the Board or the Association because of their membership or non-membership in the Association. The parties to this Agreement agree that they shall not discriminate against any employee because of race, color, religion, national origin, marital status, gender, sexual orientation, genetic information, physical or mental disability, or age.

B. The Board shall reimburse any employee for meals and other expenses according to the established Travel Reimbursement Procedure when such employee is on job related travel.

1. Overnight Travel - Out of Town:

Paid time will be for eight (8) hours per day except for bus drivers where the paid time will be calculated at the point of start of trip until transportation is concluded for that day.

2. Day Travel - Out of Town

Meals will be reimbursed when an out-of-town trip exceeds eight (8) hours or is a continuation beyond the normal workday as outlined in Article 11C.

C. "Normal work day" as used in this Article shall mean eight (8) hours of continuous employment on any day during which the employee reports to work.

D. Uniforms

1. Maintenance Mechanics

The Board shall provide, after the first 90 days of employment, up to four (4) sets of uniforms to those maintenance mechanic employees who choose to wear them. Uniforms shall be replaced as needed at the determination of the supervisor. During work hours all maintenance mechanics shall be required to wear ANSI certified safety shoes approved by their Department Administrator and shall be reimbursed up to $400.00 annually upon submission of receipt of payment. Maintenance mechanics shall be reimbursed up to $400 annually for the purchase of outerwear (gloves, hats, coats, pants, etc.).

2. Food Service

The Board shall pay up to $600.00 per school year to each employee towards the cost of uniforms, provided the employee presents receipts totaling $600.00 of such purchases to be reimbursed. Only $300 of the benefit will be reimbursed before January 31 provided the employee presents receipts. The balance will be reimbursed after February 1 provided the employee presents receipts. The employee will have the option to request that no Federal or State taxes be deducted from the reimbursement check at the time of reimbursement. The employee must understand that this benefit will be part of their taxable earnings on their W-2. Uniform guidelines will be established by the Department Administrator, after discussion with the bargaining unit.

3. Custodians

Custodian shall be provided work shirts which shall be worn during work hours. During work hours, all custodians shall be required to wear ANSI-certified safety shoes approved by their Department Administrator and shall be reimbursed up to $400.00 annually upon submission of receipt of payment.

E. Professional Development

1. Upon written documentation of successful completion, the Board agrees to reimburse a full-time employee up to three (3) credit hours annually for the cost of course work earned in a planned degree or other program approved by the Superintendent in writing. Reimbursement for part time employees shall be prorated based on the number of regularly scheduled hours per. Reimbursement will be based upon the cost per credit hour at the University of Maine at Orono. Other reimbursable costs include texts, and activity and lab fees. These costs will be determined at the time of participation and shall be approved by the Superintendent. Anticipated use of this benefit shall be communicated in writing to the Superintendent prior to February 1, preceding the use of this benefit. If the course request is initiated by the employee, attendance does not count as hours worked and is without pay. If the course is required by the Superintendent, attendance shall be paid pursuant to the requirements of the Fair Labor Standards Act (FLSA).

2. The Board will pay expenses incurred by employees who attend workshops approved in writing by the Superintendent in advance. If the workshop request is initiated by the employee, attendance does not count as hours worked and is without pay. If the workshop is required by the Superintendent, attendance shall be paid pursuant to the requirements of the Fair Labor Standards Act (FLSA).

F. The Board agrees to pay applicable fees for the renewal of a Class B bus driver endorsement

ARTICLE 12
RETIREMENT BENEFIT

A. All Employees:

1. Retirement Plan

(a) Eligible employees may participate in a retirement plan set up with a company mutually agreed to by the bargaining unit and the Board. The Board will match regular employee's contributions up to 7% of gross wages, with employee's

contributions to be paid through payroll deductions. The Board and the employee's contribution to go directly into the employee's account. Employees are fully responsible for any fees assessed to participants by the Plan and are responsible for choosing from among a number of investment options for the balances in their accounts. The withdrawal of funds is in accordance with federal regulations.

(b) Employees may make changes that affect the employer match to this retirement plan only once per year with notification of this change to the payroll office by February 1st of each year preceding the effective date of change of July 1.

B. Retirement Pay - All Employees

(a) Upon retirement after no less than fifteen (15) consecutive years of employment an employee shall be paid for a maximum of twenty (20) days accrued sick leave. Upon retirement after no less than twenty (20) consecutive years of employment, an employee shall be paid for a maximum of thirty (30) days accrued sick leave.

(b) Notification of retirement plans must be given to the Business Manager prior to February 15 of the year in which the employee intends to retire. Failure to give timely notice of retirement plans may result in lack of funds for retirement benefit, and payment may be delayed.

ARTICLE 13
STRIKES AND SLOWDOWNS

The Association agrees that during the term of this Agreement neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any (1) strikes, (2) slow downs, (3) mass absenteeism, (4) mass resignations, or (5) any other similar actions which would involve suspension of or interference with the normal work of the School System.

ARTICLE 14
SALARIES

A. The salaries of all employees covered by this Agreement are set forth in Appendix A attached to this agreement according to an employee's months of experience.

B. Any contemplated pay adjustment for employees above the wage scale based on a change in responsibilities shall be agreed upon by the Association and the District.

C. Salary Schedule. The salaries and effective dates of increases for employees shall be as follows:

1. Experience increases for new employees shall be after 6 months of service. Thereafter experience increases for all employees shall be adjusted annually on the first day of July and employees who have one-half year or more of service on that date will be given credit for one year.

2. Any Head Custodian or Maintenance Supervisor supervising three (3) or more employees shall receive an additional $4.60 per hour.

3. Lead Custodian employees shall receive an additional $1.16 per hour.

D. Longevity Pay. Employees at the top of the wage scale with 10 or more years' experience working in the Cape Elizabeth School District will be paid 1% of the base wage for the employee's classification multiplied by the employee's annual work hours.

ARTICLE 15
DURATION OF THE CONTRACT

A. This Agreement constitutes the entire agreement between the parties for the term as to all matters subject to collective bargaining. No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.

B. For any actively employed bargaining unit member, this Agreement shall be effective July 1, 2022 and shall expire on

June 30, 2025.

ARTICLE 16
SAVINGS CLAUSE

If any provision of this Agreement is contrary to law, then such provision shall be valid only to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.