ADMINISTRATIVE SPECIALISTS and EDUCATIONAL TECHNICIANS I (2025-2028)

COLLECTIVE BARGAINING AGREEMENT

between the

CAPE ELIZABETH SCHOOL BOARD

and the

CAPE ELIZABETH EDUCATION ASSOCIATION

ADMINISTRATIVE SPECIALISTS

and EDUCATIONAL TECHNICIANS I

BARGAINING UNIT

July 1, 2025 to June 30, 2028

This 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 I RECOGNITION

A. The Board hereby recognizes the Cape Elizabeth Education Association as the sole and exclusive bargaining agent for a bargaining unit composed of Administrative Specialists and Educational Technicians I. All other Cape Elizabeth School District employees are excluded from this agreement.

B. Definitions.

I. The term "Educational Technician I" shall mean Educational Technicians I at Pond Cove, Middle School, High School, and all district-wide Educational Technicians I.

II. The term "Association" shall mean the Cape Elizabeth Education Association, unless otherwise required by contract.

III. The term "Board" shall mean the School Board of the Cape Elizabeth School Department, Cape Elizabeth, Maine.

IV. The term "employee" shall mean all personnel in the bargaining unit as defined by 26 M.R.S.A. subsection 962 (6).

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

VI. The term "Principal" shall mean school building principal.

VII. The term "school year" shall mean the teacher employment year established by the School Board pursuant to statute.

VIII. The term "Administrative Specialist" shall mean the CEHS Bookkeeper Administrative Specialist, CEHS Main Office Administrative Specialist, CEHS Registrar Administrative Specialist, CEMS Registrar/Main Office Administrative Specialist, CEMS Bookkeeper Administrative Specialist, PCES Bookkeeper Administrative Specialist, PCES Registrar Administrative Specialist, and the district-wide Athletics Administrative Specialist.

IX. The term "Superintendent" shall mean the Superintendent of Schools of the Cape Elizabeth School Department, Cape Elizabeth, Maine.

C. All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

ARTICLE II GRIEVANCE PROCEDURE

A. Purpose

I. 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.

II. 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

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

II. Days shall mean working days, excluding Saturday, Sunday, traditional closure days, and legal holidays.

III. "Employees", when used in this Article, shall mean all personnel in the bargaining unit.

C. Procedure

I. Level One

I. In the event that an employee believes there is a basis for a grievance, they may first discuss the situation with their immediate supervisor in an effort to resolve the issue. The employee may be accompanied by a representative of the Association.

II. Level Two

I. 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 Principal. Such formal written grievances shall be presented within twenty (20) days after the event giving rise to the grievance becomes known to the grieving employee or the Association.

II. Within five (5) days after receipt of the written grievance, the grieving party and the Principal shall meet in an effort to resolve the grievance. Following this meeting, if a resolution is not achieved, the Principal shall submit a written answer to the grieving party within seven (7) days after the meeting.

III. Level Three

I. If the grievance is not resolved at Level Two, the grievant and/or the Association must submit the grievance in writing to the Superintendent within five (5) days of receipt of the Principal's written answer. The Superintendent shall within five (5) days of receipt of said grievance schedule a meeting with the grievant and the Association in an effort to resolve or adjust the grievance. The Superintendent shall, within seven (7) days of receipt of the grievance, render a decision in writing to the grievant and the Association.

II. Level Four

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

2. Within 10 days after the meeting, a written decision shall be presented to the grievant with a copy to the Association.

III. Level Five

1. If the grievance is not resolved at Level Four then the Association must, within ten (10) days of receipt of the decision, submit the grievance to arbitration by requesting the American Arbitration Association or the Labor Relations Connection 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.

2. 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.

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

ARTICLE III RIGHTS OF EMPLOYEES

A. For information only: Nothing contained herein shall be construed to deny or restrict any employee such rights as he may have under the State of Maine or United States of America Constitutions.

B. No employee shall be disciplined or demoted 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.

C. Seniority, Termination and Recall

I. Seniority

I. 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.

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

1. Administrative Specialists

2. Educational Technicians I

II. Reduction in Force (RIF)

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

II. In the event of reduction in the workforce 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.

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

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

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

III. Recall

I. Any non-probationary employee terminated due to a reduction in the workforce within the bargaining unit shall retain the right of recall for fifteen (15) calendar months from the effective date of termination of employment to the first available position for which they are qualified as determined by the Superintendent.

II. In the event of a recall, the Superintendent shall notify the bargaining unit representative 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.

III. 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.

IV. Bargaining unit work shall not be subcontracted out of the bargaining unit except in an emergency or unusual situation, and after notification to the bargaining unit representative.

V. Any derogatory material which is critical to employee's performance shall not be placed in any personnel file unless the employee has had the opportunity to review it and to rebut it if they so choose within forty-five (45) days of employee receipt of the material.

ARTICLE IV 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. A leave request for a non-emergency purpose must be provided to the employee’s supervisor forty-eight (48) hours prior to the date of the request. Provided that the employee has not used forty (40) hours or more of contractual paid leave (sick, family, vacation, 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 V SICK LEAVE

A. Each employee covered by this bargaining agreement shall be granted seventeen (17) sick leave days with full pay for personal and/or immediate family illness, disability or accident on the first day of the contract year. An employee hired after the start of the contract year will receive a prorated sick leave allocation based upon the month of hire. Unused sick leave shall be accumulated from year to year up to one hundred thirty-five (135) days. Note: Under this provision, leave may be granted to an employee for the purposes of caring for an ill spouse or domestic partner who has given birth to a newborn.

B. Sick Leave Bank

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

II. The bank will be administered 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.

III. Each bargaining unit member who wishes to become a member of the sick leave bank shall contribute one (1) or up to two (2) days of their accumulated sick leave to the bank each year until the bank is built up to a maximum of 150 days. When the bank drops below 100 days, it shall be replenished to 150 days according to the above procedure.

IV. 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.

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

I. Used all of their personal sick leave.

II. Provided a doctor's certification when requested regarding their illness as a prerequisite to withdraw from the bank.

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

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

VIII. Upon application and approval, a member may draw a maximum of thirty (30) days from the sick leave bank in any one school year.

C. In the event of absence of an employee for illness, disability, or accident in excess of five (5) consecutive workdays, 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.

Nothing in this Article shall prevent the Superintendent from investigating and requiring certification of illness in cases of suspected abuse of the sick leave benefits in this contract. Notification shall be provided to the employee in writing before initiation of any formal disciplinary procedure.

D. Workers Compensation

I. In 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.

II. 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.

III. 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.

ARTICLE VI BEREAVEMENT LEAVE AND TEMPORARY LEAVES OF ABSENCE

A. Death in the Family

I. 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, which the employee may elect to deduct a maximum of two (2) days from the employee's accumulated sick leave, vacation, or personal days.

II. The employee shall be granted three (3) days, cumulative, for death(s) of other family relations. Notice of death to be provided to the Superintendent if requested. Additional days for death of other family relations may be granted by the Superintendent 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 Each employee shall be entitled to two (2) personal business days. This leave shall be used only for matters of urgent personal business which cannot be conducted outside of the employee's normal work hours. Except in an emergency there shall be forty eight (48) hours' prior notification to the Principal. 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. Accrued but unused personal days shall not be paid out upon separation.

C. Holidays for Administrative Specialists and Educational Technician Is and Vacations for Administrative Specialists

I. The following are paid holidays for **Administrative Specialists**:

I. Independence Day

II. Labor Day

III. Indigenous Peoples’ Day

IV. Veterans' Day

V. Thanksgiving Day

VI. the day after Thanksgiving

VII. Christmas Day

VIII. New Year's Day

IX. Martin Luther King, Jr. Day

X. Presidents' Day

XI. Patriots' Day

XII. Memorial Day

XIII. Juneteenth Day

II. The following are paid holidays for **Educational Technician I**s:

I. Labor Day

II. Indigenous Peoples’ Day

III. Veterans' Day

IV. Thanksgiving Day

V. the day after Thanksgiving

VI. Christmas Day

VII. New Year's Day

VIII. Martin Luther King, Jr. Day

IX. Presidents' Day

X. Patriots' Day

XI. Memorial Day

XII. Juneteenth Day (if in school)

If the holiday falls on a vacation, the vacation shall be extended by the total number of holidays occurring during the vacation period.

D. Vacations For Administrative Specialists

I. Administrative Specialists with less than seven (7) years of service in the Cape Elizabeth School Department or credited service shall receive ten (10) days of paid vacation; Administrative Specialists with seven (7) through the completion of twelve (12) years of service in the Cape Elizabeth School Department or credited service shall receive fifteen (15) days; and Administrative Specialists who have more than twelve (12) years of service in the Cape Elizabeth School Department or credited service shall receive twenty (20) days.

II. Vacations shall be scheduled during school vacations or upon approval of the Principal, with at least forty-eight (48) hours advanced notice of the request provided to the principal.

III. Accrued but unused vacation days will be paid out upon separation from employment with the Cape Elizabeth School Department.

E. Leave of Absence:

I. A leave of absence of up to one 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 no later than one year following the birth or adoption of the child.

II. Time spent on such leave shall not be counted in accruing seniority as provided in Article III or in advancement under Article XV WAGES.

III. 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 III, Section C. 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 (spouse, son or daughter, or parent.

F. School Closings:

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 (G) of this Article.

G. Storm Days/Early Dismissal:

I. Employees who are affected by a delayed arrival and/or sent home early due to closure of school due to weather, fire or other conditions will be paid for their full regular workday. In the event that a scheduled school day is

cancelled due to weather or other conditions and is not made up at the end of the school year, employees will be paid up to the number of contracted days in a normal work year.

II. An employee may request permission from the building administrator to work on a closure of school day in order to complete a project. When permission is granted, payment will be for actual hours worked.

H. Jury Duty:

All employees shall be granted with pay, on days they would otherwise be working, the time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system or in any other legal proceedings if the employee is required by law to attend. Any payments received by an employee for attendance at any such proceeding shall be transmitted to the Board, except that an employee shall not be required to transmit to the board any payments received for travel. An employee is not required to return to work if any legal proceeding, as described above, ends before the end of their typical work day.

ARTICLE VII INSURANCE BENEFITS

A. Medical Insurance:

I. The Board shall make available a comprehensive group health insurance program for eligible employees. Entitlement applies to those belonging to the Cape Elizabeth group.

   I. MEA Choice Plus Plan

   II. MEA Choice Plus Value Plan *(expected 2026-27 availability)*

   III. MEA Standard Plan

   IV. MEA Standard Core Plan

   V. MEA Standard Basic Plan

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

   I. 86% of the current year's rates of the MEA Choice Plus Plan

III. Employees who work 17.5 hours per week or more, but less than full time (35 hours) shall receive a pro-rated benefit based upon hours worked compared to full time.

IV. Employees who work fewer than 17.5 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 cost.

V. Spouses of employees eligible for health insurance benefits through their employer will not be eligible for coverage.

VI. Cash-in-Lieu of Health Insurance: An employee may voluntarily elect to withdraw from their existing health insurance coverage offered by the School Board. For such employees the board, will contribute the cash-in-lieu payment disbursed through the payroll process. The cash-in-lieu dollar figure will increase from $3,000 to $8200

for year one of the contract (2025-2026). However, if no additional members of this unit elect to withdraw from their existing district health insurance before year two of the contract (2026-2027) as a result, then the dollar figure will return to the cash-in-lieu figure of $3,000 for year two (2026-2027) and year three (2027-2028) of the contract.

I. 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 life event as determined by the 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)

II. Notwithstanding the forgoing 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.

III. Married couples who both work for the Cape Elizabeth School Department who currently use this benefit in contract year 2021-2022 can continue to do so. All others are not eligible for this benefit going forward.

B. Group Life Insurance:

The Board shall pay the premium towards one times the basic earnings of the employee up to $50,000 of Maine State Group Life and Accidental Death and Dismemberment insurance to which the employee is entitled.

C. Dental Insurance:

The Board agrees to pay 86% of the single plan 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 seventeen and one-half (17.5) hours per week. Employees who work 17.5 hours per week or more, but less than full time (35 hours) shall receive a pro-rated benefit based upon hours worked compared to full time.

D. Section 125:

I. The School Board will offer a Section 125 premium-offset plan which would provide a tax-sheltered opportunity for employees to pay for health and dental insurance premiums.

II. 2. The School Board will offer benefits under the Section 125 Plan through a party chosen by the Board a Medical Care Reimbursement Plan and a Dependent Care Reimbursement Plan. 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 VIII ASSOCIATION RIGHTS

A. Association Business

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

II. The Association shall have the right to use faculty lounge bulletin boards for the posting of notices relating to Association business.

III. Representatives of the Association may transact official Association business on school property provided that prior approval has been received from the Principal and/or Superintendent, and that such use does not interfere with normal operation as perceived by the Principal and/or Superintendent. All requests to use school buildings and facilities shall be made at least 48 hours in advance, and the Association shall reimburse the board for any extra labor costs required by such use.

B. Dues Deduction

I. 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.

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

ARTICLE IX EDUCATIONAL IMPROVEMENT

A. The Board will pay expenses incurred by employees who attend workshops approved in writing by the Superintendent, Assistant Superintendent, or Business Manager in advance.

B. The Board agrees to reimburse any employee, upon successful completion of the course with a passing grade, as determined by the offering institution, for the cost of course work that is associated with professional growth and approved by the Superintendent or designee in writing. Reimbursement will be provided for tuition, texts, and all fees up to the total cost per credit hour for tuition and generally applicable fees at the University of Maine at Orono rate plus 20%. These costs will be determined at the time of participation and shall be approved by the Superintendent or designee in writing. Anticipated use of this benefit shall be communicated in writing by the employee to the Superintendent or designee prior to February 1 preceding the use of this benefit. Reimbursement shall not be made for any courses taken during the summer recess if the employee resigns from employment prior to or within ninety (90) workdays of the immediate school year. The

maximum number of credit hours to be reimbursed in any year shall not exceed nine (9) credit hours.

C. Third Party Billing

I. As an alternative to the above reimbursement procedure, the Board shall provide any employee who complies with the above approval procedures for course reimbursement the option of receiving an educational loan or advancement to any accredited college or university for a direct advance payment ("third party billing"). The Superintendent shall make arrangements at the employee's request with any accredited college or university for a procedure for third-party billing for the educational loan or advancement, provided a third-party billing option is available. Third party billing is not allowable for the payment of any courses exceeding nine (9) credit hours per school year.

II. In the event that any employee who has used this advance payment procedure fails to successfully complete the course(s), with a passing grade, or to provide written verification of successful completion, with a passing grade, within sixty (60) days from the ending date of the course, the employee shall reimburse the Board the amount of payment made on behalf of the employee. Unless other written repayment arrangements are made with the Superintendent, any reimbursement owed to the Board by the employee shall be made by payroll deductions in six (6) consecutive payments. Full payment may be made to the business office at any time.

III. Should the employee cease employment with the Board, the amount remaining due shall be paid in full from the employee's final pay.

IV. The employee must sign the educational loan/advancement (payroll deduction) form prior to the implementation of direct third-party billing by the School Department Central Office.

D. Educational technicians shall receive recertification credits for all professional development activities and new learning related to their work in accordance with the Cape Elizabeth Educational Technician Authorization Renewal Plan. Employees are encouraged to discuss their professional training needs with their appropriate administrator and shall be given the opportunity to receive professional development on workshop days when feasible.

ARTICLE X WORKING HOURS

A. The normal workweek shall be Monday through Friday. The normal payroll week shall be Sunday through Saturday.

B. Time and one-half the straight time rate shall be paid for authorized work performed in excess of 40 hours per week, of actual work time (i.e. not paid leave).

ARTICLE XI WORKING CONDITIONS

No employee shall be required to work under unsafe or hazardous conditions as defined in OSHA regulations pertinent to public school operations. However, neither the Association nor an employee may bring an action to enforce this section which would require the Board to defend the action in more than one legal forum at a time.

ARTICLE XII 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. Each employee shall be provided with a current written job description which describes their responsibilities. The Association shall be provided with a copy of all current job descriptions of employees in the bargaining unit, including whenever jobs are created or modified. No change in job description or qualifications for employees shall be made by the Board without prior notice to the Association and its member representative.

C. Employees shall be evaluated by their designated supervisor and in accordance with Cape Elizabeth School District policy.

D. Pay Averaging

I. Employees who work regularly scheduled hours shall be paid either as earned (23 pays), or in twenty-one (21) equal installments, or in twenty-six (26) equal installments. The amount to be averaged shall be based on the employee's anticipated school year pay. By selecting a pay averaging option, the employee is voluntarily selecting to have compensation deferred over a period of time longer than the duty period.

II. Employees shall make their election upon hire for new hires or in June for incumbent employees. Employees may not change their election for the duration of the work year. Adjustments for additional hours beyond the employee's regular schedule or for loss of hours from the employee's regular schedule shall be made from the employee's wages for the pay period in which the additional work or loss of work occurred.

III. Employees hired mid-year shall have their pay averaged in proportion to the remaining work year. If, because of mid-year termination or separation, the amount an employee receives under this pay averaging system is more than the employee has earned, such overage shall be withheld from their last paycheck. If the employee receives less than their paid hours times their rate of pay under this pay averaging system, the Board will pay such underpayment to the employee in their last check.

IV. Employees must sign an individual 'Wage Statement' indicating their "pay period election" and submit the form to the Business Office during the annual election period, of each school year for the coming school year. Employees hired during the school year may elect pay averaging within the first week of employment. Once an election is made, the employee may not change their election until the annual election period.

ARTICLE XIII RETIREMENT BENEFIT

A. Retirement

I. Upon retirement after no less than ten (10) consecutive years of employment in the Cape Elizabeth Schools, an employee shall receive a single, one-time payment equal to the employee's average rate of pay during the last year of service multiplied by the number of days sick leave the employee has accrued, up to a maximum of twenty (20) days. Upon retirement after no less than fifteen (15) consecutive years of employment in the Cape Elizabeth schools, an employee shall receive a single, one-time payment equal to the employee's average rate of pay during the last year of service multiplied by the number of days sick leave the employee has accrued, up to a maximum of thirty (30) days. In addition to the stipend indicated above, upon retirement after no less than twenty (20) consecutive years of employment in the Cape Elizabeth Schools, an employee shall receive a single, one-time longevity payment of $2,500 and upon retirement after no less than twenty-five (25) consecutive years of employment in the Cape Elizabeth Schools, an employee shall receive a single, one-time longevity payment of $3,000. Notification of retirement plans must be given to the Superintendent 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.

II. The term "retirement" in this Article shall mean termination of employment for employees who meet the Maine State Retirement System and/or the Social Security system requirements for retirement.

B. Retirement Plan

I. Employees of this bargaining unit who do not contribute to the Maine State Retirement System 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 employees' contributions up to 7% of gross wages. Employee's contributions are 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.

II. 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.

ARTICLE XIV VACANCIES/ASSIGNMENTS

A. Whenever a vacancy occurs in the bargaining unit, the provisions of Article III C- 3 (the recall provision) shall be followed if applicable. Whenever a vacancy occurs or a new position is added, the position will be posted internally by emailing all staff a copy of the posting at the same time the position is posted externally. 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. Any internal candidate who applies for an open position, and has the appropriate qualifications, will be granted an interview.

B. Employees shall annually be provided the opportunity to express their preferences for building-level assignments.

C. In the event of a reassignment, the employee's supervisor shall inform the employee of the change at least thirty (30) days prior to the effective date except in the case of an emergency and provide the employee with the opportunity to discuss the reassignment.

ARTICLE XV WAGES

A. All **Administrative Specialist employees** shall be paid at the following rates, based on their continuous years of employment in the unit:

Step	2025-2026	2026-2027 (4.75%)	2027-2028 (4.5%)
0	$25.00	$26.19	$27.37
1	$25.75	$26.97	$28.19
2	$26.50	$27.76	$29.01
3	$27.25	$28.54	$29.83
4	$28.00	$29.33	$30.65

Step	2025-2026	2026-2027 (4.75%)	2027-2028 (4.5%)
5	$28.75	$30.12	$31.47
6	$29.50	$30.90	$32.29
7	$30.25	$31.69	$33.11
8	$31.00	$32.47	$33.93
9	$31.75	$33.26	$34.75
10	$32.50	$34.04	$35.58
11	$33.25	$34.83	$36.40
12	$34.00	$35.62	$37.22
13	$34.75	$36.40	$38.04
14	$35.50	$37.19	$38.86
15	$36.25	$37.97	$39.68
Longevity (1% of base)	$36.50	$38.23	$39.95

B. **Educational Technician I employees** shall be paid at the following rates, based on their continuous years of employment in the unit:

Step	2025-2026	2026-2027 (3%)	2027-2028 (4%)
0	$19.93	$20.53	$21.35
1	$21.62	$22.27	$23.16

Step	2025-2026	2026-2027 (3%)	2027-2028 (4%)
2	$21.82	$22.48	$23.38
3	$22.02	$22.68	$23.59
4	$22.32	$22.99	$23.91
5	$22.52	$23.20	$24.12
6	$22.72	$23.40	$24.34
7	$22.92	$23.61	$24.55
8	$23.12	$23.81	$24.77
9	$23.32	$24.02	$24.98
10	$23.62	$24.33	$25.30
11	$23.82	$24.53	$25.51
12	$24.12	$24.84	$25.83
13	$24.32	$25.04	$26.05
14	$24.61	$25.35	$26.37
15	$24.81	$25.56	$26.58
16	$25.11	$28.87	$26.90
17	$25.31	$26.07	$27.11
18	$25.61	$26.38	$27.43
19^{+}	$25.91	$26.69	$27.75
Longevity (1% of base)	$26.11	$26.89	$27.97

C. New employees who possess the necessary skills and who have relevant work experience in another educational environment shall be credited for their years of experience. If a current employee feels they did not receive the appropriate credit for their past work experience they may contact the Business Manager and HR Director.

D. New employees who possess the necessary skills and who have relevant work experience in a non-educational environment shall be credited for their years of experience on a year-to-year basis. If a current employee feels they did not receive the appropriate credit for their past work experience they may contact the Business Manager and HR Director.

E. When an employee works as a substitute teacher rather than their current classification or beyond the school day on a temporary or part-time basis, they shall be paid at their regular rate of pay for that work or the daily rate of pay for the substitute teacher, whichever is higher.

F. When an employee provides coverage for an absent teacher as well as their own duties, the employee shall receive their regular pay plus a $50 stipend for each full day.

G. 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 the longevity wage as indicated on the applicable wage scale in Article XV.

H. Maine Paid Family and Medical Leave (MPFML)

I. Beginning with the first paycheck issued to employees in July 2025, the District agrees to pay fifty percent (50%) of the cost of the premium associated with the MPFML Program. Employees will pay fifty percent (50%) of the premium cost. Employees shall have their share of the premium deducted from their wages.

II. Nothing herein shall prevent the District from exploring a private plan option to meet the obligations under MPFML. If the Board chooses to pursue a private plan, the Association will be notified by the Board and provided with any available information related to the change to a private plan. A meet and consult opportunity will be given to gather the Association's input before a decision to change plans is made.

ARTICLE XVI WORK WEEK/WORK YEAR

A. Administrative Specialists:

The normal work year for the Administrative Specialists shall be not less than 200 days beginning two weeks before the first student day and two weeks after the last student day in addition to paid vacation unless mutually agreed upon between the employee and their supervisor. The work year may be adjusted upwardly, by mutual written agreement, to a maximum of 220 days in order to meet the needs of the System.

B. Educational Technicians I:

The normal work year for Educational Technicians I shall be not less than 180 days. This shall include all teacher workshop days before the start of school and all student days. The balance of days will be determined by the Educational Technicians' immediate supervisor by September 1 of each year. The work year may be adjusted upwardly by mutual agreement to meet the needs of the System.

ARTICLE XVII MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the operation and management of the schools and the controlled supervision and direction of the employees are vested in the Board. Further, 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 XVIII 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 XIX 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. This Agreement shall remain in full force and effect from July 1, 2025 to June 30, 2028.

ARTICLE XX 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.

Cape Elizabeth Education Association		Cape Elizabeth School Board
<signature on file>		*<signature on file>*
by Michael Young		by Phil Saucier
6-10-2025		*6-10-2025*
Date		Date

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