ADMINISTRATIVE SUPPORT PERSONNEL and EDUCATIONAL TECHNICIANS I Bargaining Unit Agreement (July 1, 2021 to June 30, 2022)

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

I. The Board hereby recognizes the Cape Elizabeth Education Association as the sole and exclusive bargaining agent for a bargaining unit composed of Administrative Support Personnel and Educational Technicians I, excluding central office employees.

II. 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 Support Personnel" shall mean the administrative support personnel, guidance administrative support personnel, the System-Wide Health administrative support personnel, and the System-wide Athletic Director administrative support personnel.

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

III. The Board hereby reaffirms recognition of the Association and agrees that where there is a valid collective bargaining agreement in effect, no question of representation may be raised except during the period not more than 90 nor less than 60 days prior to the expiration date of the agreement. 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

I. 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.

II. 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, and legal holidays.

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

III. Procedure

I. Level One

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

2. Level Two

1. 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.

2. 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

3. Level Three

If the grievance is not resolved at Level Two, the grievant and/or the Association may 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.

4. Level Four

1. 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 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.

5. Level Five

1. If the grievance is not resolved at Level Four then the Association may, within ten (10) days of receipt of the decision, 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.

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

I. 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.

II. 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.

III. Seniority, Termination and Recall

I. Seniority

1. By September 15 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.

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

(1) Administrative Support Personnel
(2) Educational Technicians I

2. Reduction in Force (RIF)

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

2. 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.

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

4. 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.

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

3. Recall

1. 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 s/he is qualified as determined by the Superintendent.

2. 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.

3. 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.

D. 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.

E. 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 s/he so chooses 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. 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

I. Each employee shall be entitled to sick leave with full pay for personal illness, disability or accident at the rate of one (1) day per month for each month of employment or any portion thereof during the first year of employment and at the rate of fifteen (15) days per school year during all subsequent years of employment, accumulative to a maximum of one hundred thirty-five (135) days.

II. 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 two (2) members 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 two (2) days of his/her 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:

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

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

      3. Provided a doctor's certification when requested regarding his/her 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.

III. 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.

IV. 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 his/her 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.

V. 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.

VI. 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 twenty (20) days. 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 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. 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.

VII. The term "retirement" in this Article shall mean termination of employment concurrent with payment of a retirement allowance granted under the Maine State Retirement System and/or the Social Security system.

ARTICLE VI - BEREAVEMENT LEAVE AND TEMPORARY LEAVES OF ABSENCE

I. Death in the Family

I. In case of death of a member of the employee's family-i.e. spouse, father, mother, son, daughter, brother, sister, mother-in-law, or father-in-law or domestic partner 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.

II. Personal Business days

I. 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.

III. Holidays and Vacations: **Administrative Support Personnel**:

I. The following are paid holidays:

- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- the day after Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Patriots' Day
- Memorial Day

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

2. Vacations

1. Employees with six (6) months through the completion of ten (10) years of service in the Cape Elizabeth School Department shall receive ten (10) days of paid vacation; employees with ten (10) through the completion of nineteen (19) years of service shall receive fifteen (15) days; and employees who have completed twenty (20) or more years of service shall receive twenty (20) days.
2. Vacations shall be scheduled during school vacations and upon approval of the Principal.

D. 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 SALARIES.

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.

E. 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 (F) of this Article.

F. Snow Days:

I. No employee will be required to work, nor be paid, on those days that school is closed due to weather conditions. On days when school is closed early due to weather conditions, employees will be paid only for actual hours worked.

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

G. Jury Duty:

All employees shall be granted the time with pay 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.

ARTICLE VII - INSURANCE BENEFITS

I. 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.

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:

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

3. 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.

4. 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.

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

6. 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, as an alternative, will contribute $3,000.00 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 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, the employee must provide written documentation to the Superintendent that the employee is covered under another health insurance program other than the Board's or the Town of Cape Elizabeth. Eligibility requirements for health benefits are subject to the insurance carrier's policy.

B. Group Life Insurance:

The Board shall pay the premium towards $10,000.00 or the first $10,000.00 of any amount 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 up to but not more than $250 per year 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 twenty (20) hours per week. Employees who work 20 hours per week or more, but less than full time (35 hours) shall receive a prorated 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. 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

I. 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

I. The Board will pay expenses incurred by employees who attend workshops approved in writing by the Superintendent in advance.

II. The Board agrees to reimburse the cost of course work earned in a planned degree or other program approved in writing by the Superintendent. Reimbursement will be based on the cost per credit hour at the University of Maine at Orono. Other reimbursable costs include text, lab fees and activity fees. These costs will be determined at the time of participation and 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.

III. 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

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

II. Time and one-half the straight time rate shall be paid for authorized work performed in excess of 40 hours per week.

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

I. No employee shall be favored or discriminated against by either the Board or the Association because of his/her 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.

II. Each employee shall be provided with a current written job description which describes his/her 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.

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

ARTICLE XIII - RETIREMENT BENEFIT

I. 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 6% 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

I. Whenever a vacancy occurs in the bargaining unit, the provisions of Article III C-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 7 days prior to 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.

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

III. 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 - SALARIES

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

	2021-2022 (2.25%)
0	$20.69
1	$20.92
2	$21.16
3	$21.39
4	$21.63
5	$21.86
6	$21.10
7	$22.33
8	$22.57
9	$22.80
10	$23.04
11	$23.27
12	$23.51
13	$23.74
14	$23.98

15	$24.15
16	$24.15
17	$24.15
18	$24.15
19	$24.15
20	$24.15
21	$24.15
22	$24.15
23	$24.15
24	$24.15
25+	$24.15
Longevity 1%	$24.36

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

	2021-2022 (2.25%)
0	$16.84
1	$17.02
2	$17.19
3	$17.34
4	$17.54
5	$17.70
6	$17.89
7	$18.07
8	$18.24
9	$18.43
10	$18.60
11	$18.80

12	$18.98
13	$19.18
14	$19.37
15	$19.57
16	$19.76
17	$19.95
18	$20.15
19	$20.36
20	$20.56
21	$20.76
22	$20.98
23	$21.19
24	$21.40
25+	$21.61
Longevity 1%	$21.77

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.

D. New employees who possess the necessary skills and who have experience in a non-educational environment may be credited or adjusted at the discretion of the Association and School Board designee one (1) year of experience for every two (2) years worked.

E. When an employee works as a substitute teacher rather than his/her current classification or beyond the school day on a temporary or part-time basis, he/she shall be paid at his/her regular rate of pay for that work.

F. When an employee provides coverage for an absent teacher as well as her/his own duties, the employee shall receive their regular pay plus a $35 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 1% of the base wage for the employee's classification multiplied by the employee's annual work hours.

ARTICLE XVI - WORK WEEK/WORK YEAR

A. Administrative Support Personnel:

The normal work year for the Administrative Support Personnel 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 her/his supervisor. The work year may be adjusted upwardly mutual agreement 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

I. 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.

II. This Agreement shall remain in full force and effect from **July 1, 2021 to June 30, 2022**.

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 *[signature on file]*		*Cape Elizabeth School Board* *[signature on file]*
6/30/2021		6/30/2021

Updated 20 December 2024 18:13:34 by Troy Patterson