

ORIGINAL

(1)

**AGREEMENT**  
**BETWEEN**  
**REGIONAL SCHOOL UNIT #73**  
**AND**  
**SPRUCE MOUNTAIN**  
**CAFETERIA WORKERS' ASSOCIATION**

**JULY 1, 2014 - JUNE 30, 2017**



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## Article I. – Recognition

The School Board hereby recognizes the Spruce Mountain Cafeteria Workers (“Association”) as the sole and exclusive bargaining agent, as defined in 26 M.R.S.A. § 962(2), for a bargaining unit composed of cafeteria workers, but excluding kitchen manager, employees who have been employed for less than six months and temporary, seasonal and on-call employees.

Half time public employees are defined as only those public employees working at least 87 full days or at least 3 hours a day for the full school year.

## Article II. – Grievance Procedure

### A. Purpose

The School Board and the Association agree that all grievances be resolved informally or at the earliest possible stage in this grievance procedure. A grievant shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal, by either party to this agreement. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

### B. Definitions

1. A “grievance” is any alleged violation of this agreement or any dispute with respect to its meaning or application.
2. An “aggrieved party” is any employee, group of employees, or the Association.
3. A grievant shall have the right to be represented at any stage of the procedure by a person or persons of his / her own choice.
4. At all levels of the grievance process, the claim must have included with it all information available and known to the grievant that the person making a decision will need to make an informed decision.

### C. Submission of Grievances

1. Before submission of a written grievance, the aggrieved party must attempt to resolve the grievance informally, which shall include a meeting between the immediate supervisor and the aggrieved.
2. Each grievance, not resolved informally, shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person

responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

3. A grievance shall be deemed waived unless it is submitted within twenty (20) days after the aggrieved party knew or should have known of the events or conditions on which the grievance is based.
4. Any employee or group of employees in the bargaining unit may submit a grievance which affects them personally and shall submit such grievance to their immediate supervisor.

D. Procedure

1. The immediate supervisor shall respond in writing to each grievance received. If the aggrieved party is not satisfied with the response of the immediate supervisor or if no response is received within one calendar week after the submission of the grievance such aggrieved party may submit a copy of the grievance to the Superintendent.
2. The Superintendent or his designated representative shall confer with the aggrieved party with respect to the grievance and shall deliver to the aggrieved party a written statement of his position with respect to it no later than one week after it is received by him.
3. In the event that the aggrieved party is not satisfied with the statement of the Superintendent with respect to the grievance the grievant may within one week after receiving the statement, refer the grievance to the School Board.
4. The decision of the School Board shall be final and binding.

**Article III. – Sick Leave**

- A. All employees shall accrue one (1) sick day per month worked. Such accrual shall accumulate to one hundred (105) days.
- B. In the case of a hardship, employees may utilize up to five (5) days of paid sick leave per year to attend to illness of spouse, child, parent or residential member of the immediate household.
- C. An employee may be required to submit a doctor's certificate verifying the use of sick leave days.
- D. Employees covered by disability insurance shall be paid their regular daily rate comprised of insurance and sick leave when applicable.

- E. Sick leave may not be claimed during holidays and vacations. Sick leave time will be at straight time.

#### **Article IV. – Sick Leave Bank**

- A. The purpose of the sick leave bank is to provide income protection for members who, because of their own prolonged illness or disability, have exhausted their accumulated sick leave benefits and are unable to return to work.
- B. The bank will be administered by a continuing committee composed of the Superintendent, the Business Manager, 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 may submit recommendations for modification to the School Board and the Association. If the recommendations are ratified by the School Board and the Association, the recommendations shall be implemented.
  - 1. After an eligible person has been employed for twelve months from date of hire and he/she has accumulated sick leave of at least five days, he/she may join the sick bank by donating one day from his/her accumulated leave.
  - 2. If the employee does not have the required five days of accumulated sick leave at the end of 12 months from his/her date of hire, he/she may only participate in the bank when the employee has at least ten accumulated sick leave days in his/her account at the end of a school year.
  - 3. Once an employee becomes a participant in the bank, he/she shall continue to belong and contribute one day at the beginning of each year.
- C. Any eligible part-time employee will make an annual pro-rated deposit of a sick leave day to the bank and, when a request is granted, shall receive pro-rated benefits.
- D. To qualify for sick leave from the sick leave bank, an employee must have:
  - 1. Used all of his/her accumulated sick leave and served a waiting period of five consecutive work days unpaid due to illness/injury.
  - 2. Provided a doctor's certification, when requested, regarding his/her illness.

E. Maximums and Limitation

1. Maximum accumulation in the sick bank will be limited to 60 days.
2. The maximum number of days that may be used by the Association in any one year shall be 30 days.
3. In the event the bank falls below six days, the Association shall be notified and an additional day will be deducted from each employee's sick leave accumulation and put in the bank. If an employee has exhausted his/her accumulated sick leave, the day will be made up with an additional contribution from that employee's account at the beginning of the next year. This additional contribution may be done only once in any year.
4. Employees may withdraw up to 10 days in any year.
5. If it is found that, at any time, the sick leave bank has an insufficient number of days remaining to cover any member's request, the request shall be granted only to the extent of any days available.

F. Miscellaneous

1. Members withdrawing sick leave days from the bank will not have to replace these days, except as a regular contributing member of the bank.
2. Sick leave days contributed to the bank may not be withdrawn if the member, at a later date, leaves the employ of the School Board.
3. A year is defined as July 1<sup>st</sup> to June 30<sup>th</sup>.

**Article V. – Bereavement Leave**

- A. The employee will be allowed up to five days bereavement leave for a death in the immediate family. The immediate family shall include: Wife, husband, father, mother, son, daughter, stepson, stepdaughter, brother, sister, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or significant other.
- B. One day (actual funeral day) shall be granted upon request for the death of: aunt, uncle, niece and nephew. One additional day for travel will be granted for a funeral out of state.
- C. Bereavement leave shall be paid at straight time and not computed as time worked for time and one-half.

## **Article VI. – Health Insurance**

- A. Employees working 25 hours a week or more are eligible for full-time health insurance benefits. Employees working 25 hours a week or more shall receive single coverage under the Choice Plus Plan. Employees desiring a higher level of coverage or coverage for family members under Choice or Standard Plan shall be responsible for the difference in the cost of the premium. Employees working fewer than 25 hours per week are not eligible for health insurance paid by the RSU. An employee working fewer than 25 hours per week may participate in the RSU's health insurance plan at their own expense
- B. Any health insurance premium above the amount paid by RSU #73 will be deducted from the employee's pay on a pre-tax basis in accordance with the current requirements of Section 125 of the Internal Revenue Code and any other applicable laws.
- C. For those full-time employees as of July 1, 2014, who opt not to participate in the medical insurance program, the Board agrees to pay the employee one thousand dollars (\$1,000) per year for the duration of this agreement. The amount is to be paid in two payments on the first payrolls in December and in June.

## **Article VII. – Dental Care Expense Reimbursement Plan**

- A. The purpose of the plan is to reimburse the covered employee for dental care expenses incurred personally, or by his/her spouse or dependent.
- D. A Covered Employee (participant) is any member of the RSU 73 Cafeteria Workers' Association who has a regular assignment of at least 25 hours per week. A new eligible employee working more than 25 hours per week shall automatically become a covered employee on the first day of the month commencing after the date on which he/she commences regular employment.
- E. A Participant shall be entitled to benefits under this plan only for expenses for dental care incurred after becoming a participant.

A Participant shall submit a written request for reimbursement on a form as required by the RSU.

It is necessary that the Participant actually pay an expense prior to being reimbursed for it under the Plan. If a Participant requests reimbursement for an expense, he/she shall submit a copy of the bill or invoice indicating that the expense has been paid along with his/her request for reimbursement. The RSU will make payments solely to the Participant.

No benefits shall be paid under this Plan with respect to an expense to the extent that the Participant incurring the expense is reimbursed for it by insurance or otherwise. If a Participant receives benefits under this Plan and is reimbursed for the expenses giving rise to such benefits from any other source at any time, he/she shall remit such benefits to the RSU to the extent of such reimbursement.

- F. The Plan Year begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup>.
- G. Benefits paid to and for a Participant for expenses incurred during any one plan year shall not exceed \$350.00.
- H. Funding for the plan shall be accomplished by contributions from RSU #73.

#### **Article VIII. – Seniority**

In instances of layoffs, filling of vacancies, and transfers, seniority will be considered. Seniority is measured by the amount of continuous service with the Regional School Unit #73 Food Service Program. However, the final decision shall rest with the RSU and shall be controlling.

#### **Article IX. – Jury Duty**

- A. Employees shall be granted a leave of absence any time they are required to report for jury duty.
- B. Upon presentation of an official statement of jury pay received, the employee shall be paid the difference between any jury duty compensation and their regular wages for each day of jury service provided lost time falls within the work week of the employee.
- C. Employees excused from jury duty during normal work hours shall report back to their places of employment promptly.



## Article X. – Miscellaneous Provisions

- A. The RSU reserves the right to determine when overtime will be worked. In unusual circumstances when overtime is required to support catering functions such as banquets, dinners and special meetings, these functions shall be staffed by current staff, based on seniority, on a voluntary basis. However, The RSU reserves the right to determine when staff positions, with certain skills or training requires specific individuals to be designated to work overtime in support of certain functions. To be considered for an assignment, employees must be proficient in the safe operation of equipment in the areas where the activity will take place. When no requirement exists to designate specific positions or individuals, or when additional workers are needed in addition to those specified for overtime, the senior worker on the seniority list will be offered the opportunity to work the special function and will have right of first refusal for any overtime offered. As each worker exercises their seniority and works overtime, they will move to the bottom of the seniority list until all remaining individuals exercise their seniority by working overtime. The cycle will repeat itself throughout the school year. Employees have the option to remove their name from consideration on the seniority list by signing off at the beginning of the year that they do not want to be considered for work at after hours functions . If no qualified volunteers are available, the RSU may make the overtime assignment.
- B. Employees who have received prior permission to use their personal vehicles for job related functions shall be reimbursed at one half of the IRS amount per mile by the RSU.
- C. In the event any article, section or portion of this Agreement should be held invalid and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specifically specified by the court's decision, and upon issuance of such decision.
- D. The Board and the Association agree that they shall not discriminate against any employee on account of race, creed, color, national origin, sex, age, political beliefs, marital status, or affiliations.
- E. School wide storm delays/no school days (when school is not in session for whatever reason) are not considered work days and no compensation will be given.
- F. An employee may be granted two (2) days for the conduct of personal business that cannot be conducted outside the work day. Personal days may not be used

for vacation, recreation or profit-making purposes. It is the employee's responsibility to inform the supervisor prior to taking the personal day in sufficient time for the supervisor to secure a substitute

G. Payroll checks will be issued on a bi-weekly basis.

H-1 When an employee hired prior to September 1, 2002 retires with 15 years or more of service in Regional School Unit #73 and is immediately eligible for retirement benefits pursuant to the Maine State Retirement System, up to 55% of his/her accumulated unused sick leave shall be paid to him/her at the regular rate of pay for each day of such sick leave not to exceed \$1,500. For employees hired on or after September 1, 2002, the amount paid will be 55% of sick days up to an unused accumulated maximum of thirty (30) days with the amount to be paid at a maximum of \$1,000. This provision will be in effect starting June 19, 2006.

H-2 Employees must notify the Superintendent of Schools of confirmed planned retirement at the end of any work year by November 1. Failure to notify the Superintendent of a confirmed planned retirement by November 1 of the year of retirement will mean forfeiture of any retirement stipend under this provision. This provision does not cover a retirement because of a documented illness that may arise after November 1 and prior to the end of the year.

I. A six (6) month probationary period shall apply to a newly hired employee. During the six (6) month probationary period, an employee may be discharged at any time without recourse to the Grievance Process.

J. Employees will be paid for days waived by the Commissioner of Education which would normally result in loss of pay.

## **Article XI. – Professional Development Language**

The Board agrees to compensate an employee for the professional training required by the RSU.

1. Employees shall be paid for in-service workshops and conferences they are required to attend by administration, or that they have requested with approval of the Superintendent.

**Article XII. – Wages**

The wages for the contract term are attached as Appendix A.

**Article XIII. –Hours of Work**

- A. Hours of work vary as to the nature of the work. The work day will be determined by the supervisor. Hours worked will be rounded off to the next quarter hour if time worked is at least seven minutes into that quarter hour.
- B. Any hours worked in excess of forty (40) hours per week will be paid at a rate of 1 ½ times the employee’s regular hourly rate.

**Article XIV. – Holidays**

- A. Paid holidays shall be as follows:

New Years Day	Columbus Day
Martin Luther King Day	Thanksgiving (two days)
Memorial Day	Christmas Eve
Labor Day	Christmas Day
Veterans Day	Presidents’ Day

- B. There shall be no payment for any other holiday that does not fall on a regular work day, except that:

If a holiday falls on a Saturday or Sunday, the employee will be granted either the preceding Friday or the following Monday, if the preceding Friday or the following Monday is the observed holiday and school is not in session.

- C. Holiday pay shall be at straight time.

## **Article XV. – Storm Days**

In the event school is dismissed early due to a storm or emergency, or employees have arrived at school without notification of school cancellation, employees shall be compensated for not less than 2 hours or for actual hours worked, whichever is greater.

## **Article XVI. – Uniforms**

The Department shall provide an allowance of \$155 for each employee for work related clothing or footwear. Receipts may be turned in from September to March of the work year.

## **Article XVII. – Temporary Vacancies**

Whenever possible, employee absences will be covered by employees within the bargaining unit. However, the RSU reserves the right to call in substitutes when necessary to meet the needs of the Nutrition Program.

## **Article XVIII. – Duration**

- A. The term of this agreement shall begin on July 1, The parties agree that this constitutes the complete Agreement of the parties, and that this agreement shall begin on July 1, 2014 and shall continue in full force and effect until June 30, 2017.
- B. The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement, and that no additional negotiations on this agreement will be conducted on any item whether contained herein or not, during the life of this agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as indicated below. A certification of a majority ratification by both parties shall be attached hereto and made a part hereof.

THE SPRUCE MOUNTAIN CAFETERIA WORKERS' ASSOCIATION

By: Dois Allen Date: 6-13-14

REGIONAL SCHOOL UNIT #73

By: Nemie Rodgen Date: 6/12/14

## Appendix A – Wage Scales

### Cafeteria Workers

#### New Hire Pay (first six months):

2014-2015: \$11.59

2015-2016: \$11.59

2016-2017: \$11.59

2014 - 2015: Fewer than 7 years: \$13.27

1.0%            7-14 years: \$13.63

15 years or more: \$14.00

2015-2016: Fewer than 7 years: \$13.47

1.5%            7-14 years: \$13.83

15 years or more: \$14.21

2016-2017: Fewer than 7 years: \$13.74

2.0%            7-14 years: \$14.11

15 years or more: \$14.49

There is a \$1.00 per hour pay differential when working banquets that take place outside of the regular school hours & regular school days. Workshop day meal hours are at regular time rates unless the employee is working over 40 hours in a pay period. Banquets will be on a seniority rotating basis.

Spruce Mountain Cafeteria Workers Association  
Longevity Scale

As of June 3, 2014

Cafeteria Workers Seniority List
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<b>Name</b>	<b>Date of Hire</b>
Linda Beaulieu	9/3/1982
Diane Nelson	10/1/1993
Joan Parker	1/21/1999
Ruthann Bailey	10/30/2000
Kathy Merrill	10/15/2001
Noreen Nemi	2/23/2004
Marcia Jones	3/24/2005
Doris Allen	3/24/2005
Crystal Parlin	5/12/2005
Karen Couture	8/25/2006
Jane Harvell	8/25/2006
Denise Castonguay	1/3/2008
Stacey Bamford	9/19/2008
Darcey Bernier	9/19/2008
Linda Chretien	2/7/2009

