

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

JULY 1, 2017 - JUNE 30, 2020

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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 Food Service Director, employees who have been employed for less than six months and temporary, seasonal and on-call employees.

Article II. – Employee Rights

- A. The Board and the Association agree that they should not discriminate against any employee on the basis of race, creed, color, national origin, sex, sexual orientation, age, marital status, religion, or protected disabilities.
- B. No employee shall be reprimanded, reduced in rank, disciplined, suspended, or discharged without just cause (for misconduct, negligence, illegal, unethical or immoral behavior on the employee’s part) in compliance with Board policy.
- C. The Board agrees that it will follow the Board policy for discipline for minor offenses prior to effecting discharge or suspension. Any suspension of an employee pending the completion of an investigation will be with pay.
- D. Whenever an employee is called before the Superintendent or the Board concerning any matter that would lead to an employee’s non-continuation in a position of employment, the employee shall receive written notice of the reason(s) for such meeting, and the employee shall be entitled to have an Association representative present for advice.
- E. An employee who is discharged or suspended will be provided written notice with the reason(s) for discharge, suspension, or change in employment status.

Article III. – Management Rights

- A. The Association recognizes the right of the Board to operate and manage the RSU #73 schools to the full extent authorized by the Laws of the State of Maine unless specifically provide for by provisions of this Agreement.
- B. No Board right, function, prerogative, or discretion shall be deemed waived or modified unless the waiver or modification is in writing and signed by the Board and the Association.

- C. The Board reserves the right to the following:
1. to determine and implement educational policies;
 2. to direct employees and to assign work;
 3. to determine student programs, services, curriculum, and all other necessary functions customarily associated with the safe, efficient, and productive operations of the school;
 4. to determine employee qualifications;
 5. to establish and to require the maintenance of discipline, order, and efficiency;
 6. to evaluate competency and performance;
 7. to hire, transfer, and promote;
 8. to establish and publish policies, information, and directives;
 9. to administer, regulate, determine and re-determine policies, methods, procedures and conditions related to work standards, staffing, training, operations, service, and maintenance;
 10. to determine the number and location of all facilities of the schools and whether the whole or any part of its operations shall continue to operate;
 11. to reduce the hours and to lay off employees due to changes in local conditions and to recall employees;
 12. to determine and re-determine job content;
 13. to establish, reduce, alter combine or discontinue any job classification, department, operation or service, or portion thereof;
 14. to discharge, dismiss, suspend, or otherwise discipline employees;
 15. to publish and provide information;
 16. to determine overall goals and objectives as well as policies affecting the educational program; and

17. to enforce all rules relating to any and all of its rights, functions, and prerogatives and discretions.
- D. The Board agrees to make every effort to achieve a relationship that supports cooperation and collegiality with the Association.

Article IV. – 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.

A. All employees shall accrue one (1) sick day per month worked. Such accrual may accumulate up to one hundred (105) days.

Article V. – Sick Leave

- 4. The decision of the School Board shall be in writing, final, and binding.
 - 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 (5) five working days after receiving the statement, refer the grievance to the School Board.
 - 2. The Superintendent or his/her 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/her position with respect to it no later than (5) five workdays after it is received by him/her.
 - 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 (5) five workdays after the submission of the grievance such aggrieved party may submit a copy of the grievance to the Superintendent.
- D. Procedure
- 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.
 - 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.
 - 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.

- B. In the case of a hardship, employees may utilize up to five (5) days of earned sick leave per year to care for an ill member of the immediate family: spouse, significant other, step-relation, child, or parent in accordance with applicable law.
- 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 VI. – 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 Sick Bank will be administered by a continuing committee composed of the Superintendent, Business Manager, and two (2) members designated by the Association (can not be the employee making the request). A majority vote of the committee shall be required for any days to be granted and all majority Sick Bank Committee votes are final and are not grievable. In the event of a tie the Superintendent of Schools will break the tie.
 - 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. 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 workdays unpaid due to illness/injury.
 - 2. Provided a doctor's certification, when requested, regarding his/her illness.
- D. 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.
- E. 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 1st to June 30th.

Article VII. – Bereavement Leave

- A. An employee will receive full pay for each school day of absence due to death in the immediately family not to exceed a total of ten (10) days (cumulative). Immediate family shall be regarded as spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, in-law, step-relationships, or significant other. Exceptions to this shall be brought to the Superintendent.
- B. One bereavement day (actual funeral day) can be granted, upon request to the Superintendent of Schools, in the event of the death of a close friend. Should a large number of staff request leave for the same date, a meeting between the Superintendent and the Association will be held to plan staff coverage for those affected in order to prevent the closing of school.
- C. Bereavement leave shall be paid at straight time and not computed as time worked for time and one-half.

Article VIII. – Health Insurance

- A. Employees working 30 hours a week or more are eligible for full-time health insurance benefits. Employees working 30 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 30 hours per week are not eligible for health insurance paid by the RSU. An employee working fewer than 30 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, 2017, who opt not to participate in the medical insurance program, the Board agrees to pay the employee one thousand two hundred dollars (\$1,200) 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 IX. – Dental Care Expense Reimbursement Plan

All full-time employees will be covered by the RSU #73 Dental Plan, at no expense to the employee, provided there is no additional cost to the school district. At such time, there is an increase to the school district, the employee will be required to pay the difference of the increase.

Article X. - Life Insurance

The Board will provide life insurance coverage to each employee as follows: Group term life insurance, death benefits and accidental death and dismemberment benefit in an amount equal to 1.5 times annual employee's salary of each insured employee rounded to the next one thousand for each year of this Agreement.

Article XI. – Evaluations, Qualifications and Seniority

All employees must have a current CHRC fingerprinting and have successfully passed the Serve Safe Certification within six months of employment and remain certified during all times of employment. In instances of layoffs, filling of vacancies, failed Serve Safe certification and transfers, evaluations, qualifications and seniority will be considered. Seniority is measured by the amount of continuous service with the Regional School Unit #73 (and former school districts of Jay and SAD #36) Food Service Program. However, the final decision shall rest with the RSU.

Article XII. – Jury Duty

An employee may be allowed time necessary for Jury Duty. The Board reserves the right to request that an employee be excused from this obligation if a suitable substitute is not available to fill in during the employee's absence. The employee is required under this Agreement to report to his/her assignment when his/her presence is not required in the courtroom. The total daily allowance for Jury Duty will be deducted from the employee's first paycheck after he/she returns to school following the absence.

Article XIII. – 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 Serve Safe Certification and 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 certified and 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 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. An employee may be granted two (2) days for the conduct of personal business that cannot be conducted outside the workday. 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.
- E. Payroll checks will be issued on a bi-weekly basis.

F. Retirement:

1. In order to be eligible for retirement benefits, a letter of notification to retire must be filed with the Superintendent by January 1 of the year of retirement. The Board may waive the notice in unusual circumstances.

2. Eligibility for a retirement benefit shall require that the employee satisfy the requirements to receive a pension at the time of retirement from either the Maine Public Employees Retirement System or from Social Security.

3. After fifteen (15) years or more of combined service to RSU #73, (or former districts of Jay and SAD #36) and reaching the age of eligibility to receive a pension from either MPERS or Social Security, payment shall be paid to the Employee at his/her rate of pay:

Fifteen (15) years of service – three (3) weeks payment at the time of retirement

Twenty (20) years of service – five (5) weeks payment at the time of retirement

4. As of the effective date of this Agreement, all new employees will not be eligible for this retirement benefit.

G. 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.

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

Article XIV. – Professional Development Language

The Board agrees to compensate an employee for the professional training (Serve Safe Certification) required by the RSU. 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 XV. – Wages

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

Article XVI. –Hours of Work

- A. Hours of work vary as to the nature of the work. The workday will be determined by the Food Service Director. 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 XVII. – Holidays

- A. Paid holidays shall be as follows:

New Years Day	Columbus Day	Patriots 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 workday, 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 XVIII. – 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. Personal days may be used on storm days. If personal days have been used, up to 5 sick days may be used on storm days.

Article XIX. – Uniforms

The District shall provide an allowance of \$350 for each employee for work related uniform clothing or footwear. The acceptable uniform clothing and footwear are as follows: Comfortable closed-toed shoes, white/black/tan pants or capris that reach below the knees, and comfortable working shirts or T-shirts. Receipts may be turned in from September to May of the work year.

Article XX. – 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 XXI. – 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, 2017 and shall continue in full force and effect until June 30, 2020.
- 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: Karen Couture Date: 5/11/17
Chief Negotiator

By: Crystal Parker Date: 5/11/17
Association Negotiator

By: Stacey Buford Date: 5/11/17
Association Negotiator

REGIONAL SCHOOL UNIT #73

By: Nemse Rodriguez Date: 5/11/17
Chair, Board of Directors

By: Kenneth J. Healey Date: 5/11/17
Superintendent of Schools

Appendix A – Cafeteria Workers Wage Scales

New Hire Pay (first six months):

2017-2018:	\$12.00
2018-2019:	\$12.50
2019-2020:	\$13.00

Employee Wage Scales for 2017-2020

2017-2018:	Fewer than 7 years:	\$14.75
	7-14 years:	\$15.25
	15 years or more:	\$15.75
2018-2019:	Fewer than 7 years:	\$15.25
	7-14 years:	\$15.75
	15 years or more:	\$16.25
2019-2020:	Fewer than 7 years:	\$16.00
	7-14 years:	\$16.50
	15 years or more:	\$17.00

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 30, 2017**

Linda Beaulieu	9/2/1982
Diane Nelson	10/1/1993
Kathy Merrill	10/15/2001
Doris Allen	3/24/2005
Crystal Parlin	5/12/2005
Karen Couture	8/25/2006
Stacey Bamford	9/19/2008
Amy Bamford	8/29/2016

