

REGIONAL SCHOOL UNIT #57  
HOURLY EMPLOYEE HANDBOOK

2022 - 2023



**WELCOME TO RSU #57**

It is our pleasure to welcome you to RSU #57 (Massabesic). RSU #57 is a public school district established to teach all the children in the towns of Alfred, Limerick, Lyman, Newfield, Shapleigh and Waterboro.

RSU #57 has a Board of Directors composed of three members from each community who are elected for 3-year terms. The Board establishes policies, oversees how policies and procedures are carried out, and hires a Superintendent of Schools responsible for all operations of RSU #57.

We believe that the success of our organization depends on the contributions of all our employees and their ability to work together as part of a team. We value you both as a person and as a professional and are confident that your contributions will be an integral part of our success.

We have an outstanding reputation for our ability to serve our students and our community. We expect that your contributions to RSU #57 will not only help to maintain that standard but also help to enhance it.

We are glad that you have joined our team, and we hope that you will find your work to be both challenging and rewarding.

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**Policies**

RSU #57's policies may be found at [rsu57.org](http://rsu57.org)

## **About this Handbook**

This handbook is for all hourly employees (excluding Educational Technicians) including custodians, cooks, computer technicians, transportation employees, and office staff. It summarizes policies and practices of RSU #57, provides information about their administration, points out staff member general responsibilities, and describes programs designed to be of benefit to our staff members. Although the Handbook carries a wealth of information, it is not intended to cover every detail of every policy, and some of its content is likely to change. Your supervisor is your best source of information about procedures, practices, and expectations for performing your job. Don't hesitate to ask questions – doing so is part of understanding and completing your work.

Over time we may need to make changes to this handbook to accommodate growth or change. As a result, RSU #57 reserves the right to change guidelines outlined in this handbook at any time with or without notice. Additionally, because not every possible situation can be anticipated, and depending on the circumstances of a given situation, we also reserve the right to address a situation differently from what may be described here.

Each employee covered by this handbook is employed as an “employee at will”. This handbook is not a contract and is not to be construed as a contract for employment.

The guidelines provided in this handbook apply to all hourly support employees. An exception to this would be information and conditions specifically outlined in an individual employment agreement signed by the Superintendent of Schools or a collective bargaining agreement.

Employee benefits are summarized in this handbook. If you have any questions, please refer to your plan document for details. In any case of a difference between the information summarized here and what the plan documents say, the plan document will take precedence.

Comments and ideas about this handbook are welcome. Please talk with your supervisor or group representative if you would like to make suggestions.

## **Equal Employment Opportunity**

RSU #57 is committed to a policy of equal employment opportunity for all qualified employees and applicants, and does not unlawfully discriminate in the terms, conditions, or privileges of employment including recruitment, selection, training, pay, benefits, promotion or transfer because of age, race, color, national origin, sex, sexual orientation, religion, physical or mental disability, marital (or veteran) status or any other category protected by applicable federal, state, or local laws.

RSU #57 has an Affirmative Action Plan, which is available through the Office of the Superintendent of Schools and available on the district website.

Any employee who believes s/he has been the victim of employment discrimination should report this concern to the District's Affirmative Action Officer.

RSU #57 also has a policy prohibiting unlawful harassment. This policy is referenced in Section E.

## **SECTION A – EMPLOYMENT STATUS**

### **At-Will Status**

Employees of RSU #57 are employed at-will. This means that you are not hired for any definite period of time and either you or RSU #57 may terminate the employment relationship at any time with or without cause and with or without notice.

### **Employment Categories**

**Full Year/Full-time** – An employee who is regularly scheduled to work a minimum of 40 hours per week, 52 weeks per year. Full year/full time employees are eligible for all benefits and paid time off described in this handbook.

**Part Time/Full Year** – An employee regularly scheduled to work a set schedule of less than 40 hours per week. Part-time employees are eligible for benefits only as noted in Section C and paid time off only as noted in Section D.

**Full Time/School Year** – An employee regularly scheduled to work 6 or more hours per day while school is in session. Full time/school year employees are eligible for benefits only as noted in Section C and paid time off only as noted in Section D.

**Part Time/School Year** - An employee regularly scheduled to work fewer than 6 hours per day while school is in session. Part time school year employees are eligible for benefits only as noted in Section C and paid time off only as noted in Section D.

**Temporary/Seasonal** – An employee hired to work for a specified period of time. Seasonal and/or temporary employees are not eligible for employee benefits or paid time off.

**Per Diem** – An employee hired to work on an as-needed basis with no set schedule. Per Diem employees are not eligible for benefits or paid time off.

**Exempt Employee** – An employee to whom the overtime regulations of the Fair Labor Standards Act do not apply. Such employees are typically paid for the job performed and not by the hour.

**Non-Exempt Employee** – Is an employee subject to the overtime provisions of the Fair Labor Standards Act. Such employees typically are paid by the hour and receive time and one-half pay for all hours worked in excess of 40 in a workweek.

### **Employee Files**

An individual record is maintained for each employee and includes job-related information such as your original application for employment and/or resume, any offer letter sent to you, personal data such as your home address and telephone number, a contact person in case of emergency, your rate of pay, any performance-related records, and changes in employment status and/or pay. If you would like to review your file, you may arrange for a time to do so with the Human Resources representative at the Business Office.

### **Hiring**

The Superintendent of Schools or his/her designee must approve all offers of employment before being extended to a perspective employee.

### **Changes in Personal Data**

In order to ensure that we have up to date information in case of an emergency, please make sure that you notify us promptly of any changes in your personal data. You are expected to notify us of any changes in marital status, number of dependents, personal emergency notification, address, and telephone. You can make changes through the Employee Self Serve (ESS) program, via email to the payroll or human resources office staff, or by putting them in writing and bringing them to the Payroll Office. Employee should also notify his/her School Secretary/Supervisor.

### **Introductory Period**

Your first 6 months of employment are considered to be an introductory period for you to become familiar with the duties of your new position, to determine if your new job is suitable to you, and to permit your supervisor to assess your performance. The introductory period may fall within two school years. Your supervisor will be available to advise you and to help you achieve the best possible performance in your job responsibilities. If your supervisor determines it is necessary, your introductory period may be extended for an additional 6 months. As an at will employee, RSU #57 may terminate your employment during or after the introductory period with or without cause or notice.

If you have any questions about your job or want additional information about how you are progressing during the introductory period, you are encouraged to ask for additional direction or seek assistance from your supervisor.

### **Fingerprinting and Criminal History Requirements**

All employees must meet the requirements for fingerprinting and a criminal history record check as determined by the State of Maine. The District will not pay any fees associated with this process. No individual may be employed or continue to be employed by the District without Department of Education approval. The employee is responsible for renewing these authorizations as necessary.

### **Other Requirements**

Additional requirements may be made for certain positions. See appendix.

### **Job Descriptions**

Each position at RSU #57 normally has a job description summarizing responsibilities, duties, scope of the position, and physical requirements. Job descriptions are used for hiring decisions, performance evaluation, training, and the like and are updated periodically to reflect changing

organizational needs and assignments. If you would like to review your job description, please contact your supervisor.

## **SECTION B – YOUR PAY**

### **Payday**

Paychecks are issued every two weeks with each pay week running from Saturday to Friday. Paychecks are issued every other Friday for the pay period ending the previous Friday. Pay stubs are delivered via email to the email address you have specified. All employees will be assigned a District email address and may access their email at a computer at RSU 57 or at home.

### **Direct Deposit**

Your paycheck will be deposited to a maximum of two banks of your choice. To make changes to your direct deposit choices, contact the Payroll Office. You will need to complete an Authorization for Direct Deposit form. It will take two pay cycles for changes to become effective.

### **Deductions**

Deductions from your pay will include State and Federal income taxes and Medicare tax and FICA tax. You may also have voluntary deductions made for benefits programs, etc. These options will be explained to you when you first begin work.

### **Hours Worked and Overtime**

Non-exempt employees will be paid overtime/comp time equal to 1½ times their regular rate of pay for hours actually worked in excess of 40 in any one week. Please remember that you must have authorization from your supervisor **before** working any overtime hours. Your supervisor may change your schedule so that you take time off within the same workweek in which you have worked additional hours. For example, if you work 12 hours on Monday, you may be scheduled to work 4 hours on Tuesday so that your total workweek does not exceed 40 hours. Paid sick time, vacation days and personal days are **not** included in the calculation of overtime.

Selected positions will be expected to provide weekend coverage, if necessary. In general, the schedule for this additional time will be set in advance, but you may be asked to come in on short notice in emergency situations. When you work a weekend, you will be paid your regular rate of pay unless this time is overtime. In the case of Emergency call-ins you will be paid a minimum of two hours at time and one half.

### **Time Cards – Time Clock**

You will be expected to complete a record of your hours worked using our electronic time management system or time card (as determined by your supervisor) each two weeks showing your total actual work hours unless you are a salaried, exempt employee, or instructed by your supervisor otherwise. Time clock (or time cards where used) must be completed daily and submitted to your supervisor no later than Friday before the next scheduled pay date.

### **Proration of Pay**

School year employees may request that their pay be prorated and paid over a twelve-month period by completing a *Request for Proration of Wages* form before the first workday each September.

The employee's supervisor will provide information about the number of hours the employee is expected to work in a regular workday. The payroll department will calculate the biweekly pay as follows:

Number of hours per day times number of student days in work year (including any holidays the employee is eligible for) divided by 26. Example: 7 hrs. /day x 188 days/year = 1316.00 estimated annual hours. 1316.00 estimated annual hours ÷ 26 pays = 50.62 hours paid biweekly

**Transportation Department employees** who choose this option must complete special prorated time cards for actual time worked. These time cards are to be completed daily and submitted biweekly. These prorated time cards contain two lines for each day to allow the employee to indicate the prorated time on one line and any adjustment for working more or less than the prorated hours on a separate line. Time clock users will simply punch in and out to record their work time. Adjustments will be made to the prorated paycheck each payday according to the time card/time clock information.

### **Longevity Pay**

Employees with twenty (20) or more years of service will receive an additional \$300 at the end of the 20th year, and each year thereafter, increasing to \$600 at the end of the 25th year and each year thereafter on or before the final pay date in June.

## **SECTION C – YOUR BENEFITS**

RSU #57 offers eligible employees a benefits package that includes the programs summarized below. Employees must be regularly scheduled to work at least 20 hours per week to qualify for benefits. If you would like to review details of any of these programs, Summary Plan Descriptions and plan documents are available through the Human Resources Department at the District Office. Benefits offered include:

### **Medical and Dental Insurance**

Eligible employees, their spouses, and/or their dependents may participate in our group medical insurance and/or group dental insurance plan. Employees who are regularly scheduled to work at least 20 hours per week will be eligible for medical and dental insurance benefits. Specifics about cost, coverage, deductibles, out-of-pocket expenses, etc. are provided in the Summary Plan Description and cost rate sheets available through the Human Resources Department.

### **Long Term Disability Insurance**

If you are regularly scheduled to work 20 or more hours per week, you are eligible to participate in a group long-term disability program. The program offers salary continuation equal to a percentage of your pay, with eligibility and the duration of benefits as outlined in our Summary Plan Description. Please see the Human Resources Department for costs.

### **Life Insurance**

RSU #57 will provide life insurance equal to your annual income for eligible employees. To receive this coverage, the employee must complete an enrollment form. Regularly scheduled employees who meet eligibility requirements may choose to purchase additional life insurance at group rates. You may choose among several options including basic and supplemental insurance. Dependent life insurance is also available for your spouse and/or children.

### **Section 125 Premium Offset Plan**

The Premium Offset Plan allows you to pay for medical and/or dental insurance premiums on a pre-tax basis. This means your qualified expenses are deducted from your gross pay before income tax and Social Security withholding amounts are calculated, thereby reducing your taxable income. To participate, you must first meet the eligibility requirements as described in the plan document. Plan documents and enrollment forms are available through the payroll office.

### **Retirement Program**

After one year of employment, hourly employees who have worked at least 1000 hours will be eligible to participate in the hourly employee retirement program. The employee must set up a tax sheltered annuity account with either the AXA/Equitable or Horace Mann Co. representative. The District will match the employee contribution to their account, up to a maximum amount per pay period as determined annually by the Superintendent of Schools. School year employees receive the District match for the months of September to June only.

### **Workers' Compensation**

In accordance with Maine law, you will be covered under our Workers' Compensation program for any work-related illness or injury. **You must report any such injuries of illnesses to your supervisor immediately.**

If you are injured at work, we will work with you to bring you back to active duty as quickly as possible. If you are unable to return to your regular position, we will make reasonable efforts to temporarily modify your current position or to re-assign you to a position that is consistent with your skills and meets your work restrictions.

### **Expenses**

If you are required to travel as part of your job we will pay reasonable expenses for overnight stays, meals, and mileage. Mileage is paid at the IRS Standard Mileage rate. Other expenses are reimbursed according to District procedures and limits. You must obtain prior approval and provide receipts in order to be eligible for travel expense payments.

### **COBRA**

Consistent with federal law, if you stop working for us or lose medical or dental benefits as a result of another "qualifying event", you and/or your spouse and dependents will have the option of converting existing group medical and dental benefits to individual coverage as required by law.

All costs for continued medical and/or dental insurance coverage must be paid entirely by the separated employee, spouse, or dependent or the insurance benefits will cease. Additional information is available through the Human Resources Department.

Persons covered as a domestic partner of the employee are not eligible for COBRA coverage.

### **Tuition Reimbursement**

The District will reimburse employees for courses related to their current job classification based upon the following:

- Pre-approval is required by the Superintendent of Schools
- The RSU will reimburse employees at the current USM rate, not to exceed six (6) credit hours per year.
- Reimbursements will be made upon presentation of the grade report or institutional transcript with a grade point average of 3.0 or greater, and a cancelled check or a receipt from the institution.
- The date that the check is issued will be used to determine the year to which the reimbursement applies.
- All requests for reimbursement must be made within six (6) weeks of the last date of the course.

## **SECTION D – TIME AWAY FROM WORK**

### **Vacation**

Full year hourly employees will earn paid vacation time on a monthly basis, based on their experience credit level.

#### **EXPERIENCE CREDIT**

0-4 years

5-9 years

10-19 years

20 years and up

#### **VACATION DAYS**

12 days/year

15 days/year

18 days/year

21 days/year

School year employees hired on or after July 1, 1982 do not earn paid vacation days.

You must obtain approval from management before taking vacation. In order to assist with scheduling, we ask that you request your vacation time with as much advance notice as possible, but not less than twelve (12) weeks' notice .

If a holiday occurs during your vacation, you will be paid holiday time for that day instead of vacation pay. We do not permit employees to take vacation pay in lieu of time off, and, as a general rule, employees may use only earned, not advanced, vacation time.

We consider vacation to be essential rest from work, and as a result, we limit the amount of vacation employees may accumulate at any one time to the maximum that employee may accrue in a twelve-month period. Employees will accrue vacation time to the maximum number of days they will earn in a year.

We understand there may be times when it is necessary for an employee to postpone taking vacation days, and therefore may temporarily accrue more than the maximum annual allotment. To accommodate this possibility, we will continue to accrue vacation time for employees who have

reached the maximum allowance per year. Supervisor approval is required in order to accumulate more than the maximum annual allotment.

All accrued vacation time numbers will be re-set to the maximum allowance on September 1<sup>st</sup> of each year. It is the employee's responsibility to use his/her vacation time prior to September 1<sup>st</sup> each year so as not to lose this time. Employees may be paid for up to 3 days of vacation time which they would lose due to this procedure. Any days in excess of the three will be forfeited.

Accrued, unused vacation time (up to your maximum annual accrual) will be paid to you with your final paycheck if you leave employment with us.

### **Holidays**

RSU #57 observes legal holidays as noted below:

New Year's Day	Martin Luther King Day	Presidents' Day
Patriots Day	Memorial Day	Independence Day
Labor Day	Columbus Day	Veterans' Day
Thanksgiving	Day after Thanksgiving	Day before Christmas
Christmas Day		Juneteenth

All regularly scheduled employees are eligible for holiday time provided they are actively employed by RSU #57 when the holiday occurs. School year employees will not receive pay for the Independence Day holiday and will be paid for the Labor Day holiday and the Juneteenth holiday only if they work a required workday for that school year prior to and following the holiday. Substitute and temporary employees are not eligible for holiday pay. If a holiday falls during your vacation, you will receive holiday pay for the holiday and the vacation day will remain available for later use. If you work a holiday, you will receive the holiday pay in addition to your regular pay for the hours worked that day. Your regular pay may be at time and one half or at straight time, depending on the number of hours worked during that week. (Paid sick time, vacation time, and personal days do not count as hours worked).

### **Sick Time**

All employees except temporary and per diem employees are eligible to accrue sick time. The sick time accrual is 1.25 days per month. Accrued, unused sick days may be carried over to the next year, but no more than 120 sick days will be available to you or accrued at any one time.

Sick time is to be used for your own illness. Up to six days may be used for the care of a sick child, or the serious illness of a spouse or parent. We may require certification from a physician to verify the amount of sick time needed for your illness or that of your family member. In the case of an approved FML/FMLA illness of a family member, up to a total of 15 paid family illness days may be used.

If you are ill, you should contact your supervisor as soon as possible prior to the start of the workday to allow for rescheduling of work duties. Your supervisor may provide you with a more specific procedure to follow if you are ill.

Sick time may also be used for professional appointments such as doctors, dentists, and optometrists during working hours if you are unable to schedule these appointments outside of your normal workday. You must obtain advance authorization from your direct supervisor.

Sick time is considered a form of insurance, and unused sick time is not paid upon termination of employment except explained in the following paragraph.

Hourly employees who retire from RSU #57 after ten or more years of service will be paid for up to 25 days of unused sick time at a daily rate of \$55.00. In order to receive this pay, the retiring employee must provide proof that she/he has applied for retirement benefits under Social Security, Maine State Retirement or other qualifying retirement plan.

For employees that have accumulated 115 or more days (the maximum), each September you may request the District to buy back up to five days. All requests must be submitted to the Payroll office by September 30th. Payment will be made the second payroll in December. The value of each day will be \$75.00. Payment will be pro-rated for employees scheduled to work less than 40 hours per week.

### **Personal Days**

Hourly employees shall be entitled to one day of personal leave per school year, which must be approved at least three days in advance by the Superintendent of Schools and include the reason for the request. Full year hourly employees will be entitled to a second personal day after ten years of service with the District.

The following are considered appropriate reasons for a personal day:

- Medical appointments which cannot be scheduled outside the regular day
- Legal business
- Wedding of children or graduation of spouse or children
- Family emergency
- Personal business that cannot be scheduled at any other time
- Attendance and/or participation at an activity of the employee's child or attendance at the employee's child's school

Personal days are not intended to be used for matters relating to vacation or secondary employment. Personal days shall not be used to start or extend a vacation; however, the Superintendent reserves the right to grant exceptions as may be warranted. Personal days are not accumulative.

### **Earned Paid Leave**

Maine has enacted a new law (effective January 1, 2021) which provides earned paid leave (EPL) for employees. This earned paid leave may be used for any purpose, and to the extent that the leave qualifies for paid leave under another leave policy, law or individual employment agreement (such as sick leave, personal leave or vacation, as may be applicable), earned paid leave and the other type of leave will run concurrently.

### **Accrual of Earned Paid Leave**

- The designated year for purposes of accrual and use shall be September 1<sup>st</sup> through August 31<sup>st</sup>.
- Employees shall accrue one (1) hour of earned paid leave for every forty (40) hours worked, beginning with the first day of employment, up to a maximum of forty (40) hours per year. The first day of employment shall be defined as the later of the first day an employee performs work or the required implementation date of the law.

- Employees may not use earned paid leave until they have been employed with Regional School Unit No. 57 (RSU #57 or the District) for 120 calendar days. Earned paid leave must be taken in no less than one (1) hour increments.
- The District will front load the employee's earned paid leave at the beginning of each designated year by transferring up to forty (40) hours of earned sick time to the EPL classification for those employees who earn sick time leave. This action may create a temporary negative balance in an employee's accrued sick time but an employee does not lose any earned benefit.
- For any employee who does not earn and accrue sick time leave they will accrue one (1) hour of EPL for every forty (40) hours worked and cannot be used until it is earned.

#### Carryover

- Up to forty (40) hours of unused, accrued earned paid leave may be carried over to the next designated year. However, the amount of EPL that an employee may accrue in that year, or be front loaded for, will be reduced by the number of hours that are carried over. For example, if an employee carries over eight (8) hours of earned paid leave from one year to the next, that employee shall only be eligible to earn or transfer thirty-two (32) hours in the second designated year.

#### Payment and Withholding of Earned Paid Leave

- RSU #57 will not pay accrued but unused earned paid leave benefits upon separation of service from the District or at any other time.
- Upon separation of service from RSU #57 the employee who is front loaded EPL will be responsible to reimburse the district for any used but unearned paid leave. This amount will be withheld from the employee's final paycheck.

#### Allowable Uses, Notice Requirements and Restrictions

- Planned Purposes: Employees are required to provide a minimum of ten (10) days advanced written notice to their supervisor, through a method as directed by the District or their supervisor, to use earned paid leave for a purpose that can be planned. Examples of a planned purpose include, but are not limited to, wedding/social event, vacation or recreational activity. Any such use of earned paid leave shall run concurrent with any other type of leave for which the employee is eligible for this purpose.
- Emergency Purposes: Employees may use earned paid leave for a sudden emergency, sudden illness or injury, or other sudden necessity for which the employee does not have advanced notice; is beyond the employee's control to schedule; and is otherwise unforeseeable. Examples of an emergency purpose include, but are not limited to, sudden illness or injury, car accident, unanticipated child care closure, or residential issue such as a burst pipe. In such cases, the employee is required to notify their supervisor, through a method as directed by the District or their supervisor, as soon as is practicable. Any such use of earned paid leave shall run concurrent with any other type of leave for which the employee is eligible for this purpose.
- Restrictions: RSU #57 supports its staff in being able to utilize the earned paid leave benefit in compliance with the law. However, the District does need to place certain restrictions on the use of EPL in the following circumstances:
  - In general, planned earned paid leave should not be used for more than three (3) consecutive work days. Planned earned paid leave cannot be used on days immediately before and/or after a holiday or vacation period; or on any other days as determined by the supervisor to conflict with operational needs.

- The supervisor may request appropriate documentation demonstrating the necessity of using earned paid leave for emergency purposes if an employee requests such leave for three (3) or more consecutive work days.
- The definition of hours worked for purposes of this law do not include holidays, sick days, vacation days, bereavement days, personal days or any other earned paid leave benefit days.
- If an employee returns to the employment of RSU #57 within one year of separation of service the employee will retain their hours of EPL that existed at the time of separation. If an employee returns to the employment of RSU #57 after one year of separation of service the employee will not retain any hours of EPL that existed at the time of separation.

### **Sick Bank**

The first September following two full years of service with RSU #57, you will be eligible to participate in a Sick Bank. Sick bank is applicable for employee illness only. Employees who have no accrued sick time to donate will not be eligible to participate for that year. Employees wishing to participate in the Sick Bank donate one accrued sick day to the bank each participating year. In return, they are eligible to apply for up to 30 days of sick time from the bank in a participating year, in the event of a catastrophic illness or injury for which they do not have enough accrued paid sick time available. Sick bank withdrawal requests will be considered and awarded or denied by the Hourly Group Representatives and the Superintendent of Schools. Sick bank withdrawal forms are available from the Human Resources Department.

### **Leave of Absence Without Pay**

We recognize that in extenuating circumstances, you may have a need for time off beyond the vacation, holiday, and sick time that we offer. In special situations, you may be eligible for a leave without pay. Your leave request must be in writing, and written approval must be obtained from the Superintendent of Schools. In determining whether an unpaid leave request may be approved, we will consider factors such as past practices, your seniority, and reasons for your request, scheduling, and employer needs. The Superintendent of Schools shall determine if the District will continue to pay its share of the benefits while an employee is on unpaid leave.

In order to continue his/her benefits, the employee must pay his/her portion or the full monthly premium by check payable to RSU #57. Payment must be received by the Business Office on or before the first day of each month.

### **Federal Family Medical Leave Act (FMLA)**

Employees who have worked at least 12 months for RSU #57 and who have worked at least 1250 hours at RSU #57 during the 12 consecutive months immediately prior to the start of the requested leave are entitled to take paid, unpaid, or a combination of paid and unpaid time off up to a maximum of 12 work weeks during any year for the following reasons:

- Birth of a child and to care for a newborn child
- Placement of a child for adoption or foster care
- A serious health condition that makes the employee unable to perform the functions of his/her job
- To care for the employee's child, parent, or spouse with a serious health condition

In the case of approved leave to care for a seriously ill family member under the FMLA or FML, employees may use up to 15 days paid leave per school year from their accrued sick leave.

Family medical leave should be requested 30 days in advance, or in emergency situations, as soon as reasonably possible. Please note however, the employer can designate an employee's leave as FMLA/FML even if the employee does not specifically request it. RSU #57 will determine whether a request for time away from work qualifies as Family Medical Leave and will count that time toward the maximum 12 week per year entitlement. Paid and unpaid time off will both count toward the twelve week maximum. Re-employment or re-assignment to the same or an equivalent position is guaranteed at the end of an FMLA leave, which does not exceed twelve weeks in any year.

Benefits (sick and vacation time) do not accrue, and holidays are not paid during an FMLA Leave. Vacation, holiday, and sick time off accrued before the beginning of the leave may be used during a FMLA Leave and will be counted toward the 12-week maximum. During leave, an employee may continue fringe benefits such as health insurance by paying his/her share of the premiums provided that s/he was enrolled in such benefits programs before beginning leave. The District will continue to make its contribution to the premiums during the 12-week medical leave period.

#### **State of Maine Family Medical Leave (FML)**

Employees who do not qualify for leave under the Federal leave laws (FMLA) may qualify for leave under State laws (FML). A minimum of 12 months of employment is required. State FML provides for up to 10 weeks of paid, unpaid, or a combination of paid and unpaid time off up to a maximum of 10 workweeks during any two-year period for the following reasons:

- Birth of a child and to care for a newborn child
- Placement of a child for adoption or foster care
- A serious health condition that makes the employee unable to perform the functions of his/her job
- To care for the employee's child, parent, or spouse with a serious health condition

Family medical leave must be requested 30 days in advance, or in emergency situations, as soon as reasonably possible. Please note however, the employer can designate an employee's leave as FMLA/FML even if the employee does not specifically request it. RSU #57 will determine whether a request for time away from work qualifies as Federal or State Family Medical Leave and will count that time toward the maximum 10 weeks per two-year period entitlement. Paid and unpaid time off will both count toward the ten week maximum. Re-employment or re-assignment to the same or an equivalent position is guaranteed at the end of a FML Leave, which does not exceed ten weeks in any two-year period.

Benefits (sick and vacation time) do not accrue, and holidays are not paid during a Family Medical Leave. Vacation, holiday, and sick time off accrued before the beginning of the leave may be used during a FML Leave and will be counted toward the 10-week maximum. During leave, an employee may continue fringe benefits such as health insurance by paying the entire monthly premiums provided that s/he was enrolled in such benefits programs before beginning leave. The District is not required to continue its contribution to the premiums during the 10-week medical leave period, however, may continue do so while you have accrued sick/vacation time available.

#### **Birth of Child(ren)**

Eligible employees are entitled to leave for the birth of a child and to care for the newborn child. Leave is normally taken on a consecutive basis, but may be taken on an intermittent or reduced work schedule basis when medically necessary (for example, during pregnancy). All leave taken

after the birth must be taken within twelve months of the birth. Paid sick time may only be used during the period of time your physician determines you are medically unable to work.

### **Adoption/Foster Care of a Child**

Leave for adoption or foster care is normally taken on a consecutive basis up to the maximum allowance under qualifying FMLA/FML provisions.

### **Serious Health Condition of the Employee, a Child, Parent, or Spouse**

Leave may be taken intermittently or on a reduced work schedule when medically necessary. If the employee requests intermittent leave or leave on a reduced work schedule, the supervisor may require that the employee transfer temporarily to an alternative position depending on business need.

A medical certification must accompany the request for leave in the case of a serious health condition. In any case in which RSU #57 has reason to question the information on the medical certification, the employee may be required, at RSU #57's expense, to obtain the opinion of a second health care provider designated or approved by RSU #57. If the second opinion differs from the first, RSU #57 may require at RSU #57's expense, that the employee obtain the opinion of a third health care provider approved by both the employee and RSU #57. The third opinion will be binding.

For the purpose of tracking FMLA/FML, RSU #57 has designated a "rolling" 12-month period measured backward from the date an employee first uses any FMLA leave.

### **Domestic Violence Leave**

If you are a victim of domestic violence, you may be eligible for reasonable and necessary leave from work in order to:

- Prepare for and attend court proceedings
- Receive medical treatment, or
- Obtain necessary services to remedy a crisis caused by domestic violence, sexual assault, or stalking

We offer this type of unpaid leave consistent with applicable Maine law. For details speak with the Superintendent of Schools.

### **Jury Duty**

If you are summoned to serve as a juror:

- Provide a copy of your jury duty notice to your supervisor to be included in your personnel file
- Jurors are paid a set amount per day plus mileage by the court
- You may be expected to turn over the daily pay you receive for jury duty to the District. You may keep the mileage payment you receive.
- RSU #57 will continue to issue your regular biweekly paycheck.

You are expected to return to your job if you are excused from jury duty during your regular working hours.

If you are summoned to court as a witness for RSU #57, we will pay your regular pay when you are required to be at court. You should make arrangements with your supervisor as soon as you receive your summons.

### **Military Leave**

Employees who are required to serve in any branch of the Armed Forces of the United States will be granted a military leave of absence to the extent required by the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) and any applicable state laws.

### **Bereavement**

**Immediate Family** - For death in the immediate family the employee shall receive full pay (based on the employee's regular scheduled work day) for approved necessary absences not to exceed five (5) days. The immediate family is defined as spouse, son, daughter, father, mother, brother, sister, domestic partner and any other member of the immediate household.

**Extended Family:** Employees will be eligible for a paid leave of up to 2 consecutive days (based on the employee's regular scheduled work day) in the event of the death of an extended family member. Members of the extended family include mother-in-law, father-in law, daughter- in-law, son-in-law, grandparents, grandchildren, aunt, uncle, niece, nephew, or step relations.

Upon request, an employee may be granted one day (based on the employee's regular scheduled work day) of paid leave to attend the funeral of a close friend or family member not specified in the above two paragraphs

## **SECTION E – PERFORMANCE AND CONDUCT AS AN EMPLOYEE**

### **Work Hours**

Regular work hours vary from position to position. Your supervisor will make sure that you are aware of the requirements for your position.

The District complies with laws regarding work hours and paid / unpaid breaks. However, your supervisor may occasionally request that you be flexible about the timing of your break due to workload and scheduling constraints.

### **Unplanned Late Start/Early Dismissal:**

- **School Year Employees** - If school starts late or ends early on any given day that was not planned in advance, and is credited as a school day, employees will be paid for the hours worked for that day.
- **Full Year Employees** - If school starts late or ends early on any given day that was not planned in advance, and is credited as a school day, employees will be paid for the hours worked for that day.

### **School Cancellation/District Closure:**

- School Year Employees - In the event that school is canceled or the entire district is declared closed by the Superintendent of Schools, the student day will be made up and employees will work the new date.
- Full Year Employees - In the event that the entire district is declared closed by the Superintendent of Schools, the following will apply:

The employee will be paid for their regular planned hours for that day up to the first two (2) declared closure days per fiscal year.

For more than the first two (2) declared closure days in a fiscal year the employee may either choose to :

1. work such closure day with the approval of their supervisor
2. utilize a vacation day if not working and wish to be paid for the day
3. take as an unpaid day off.

### **Attendance and Punctuality**

Attendance and punctuality are important factors for your success in your job. We work as a team, and this requires that each person be in the right place at the right time.

If you are going to be absent or late, we expect that you will notify your supervisor directly, before the start of the workday whenever possible.

Unauthorized or excessive absence and/or chronic tardiness may result in disciplinary action up to and including termination. If you, your spouse, your child, or your parent has a serious health condition, which requires intermittent absences, you should request an intermittent or reduced schedule leave in accordance with our leave policy.

### **Confidentiality**

All staff members are responsible for protecting the privacy of student records, student information, personnel records and information and other confidential records and information. Such information is considered confidential. It must not be discussed inside RSU #57 except when necessary in performing your job duties, and then shared only for work-related reasons. If information must be shared as part of your job duties, you are cautioned to ensure it is not discussed in public areas. No employee shall disclose any confidential information outside RSU #57. If any employee discloses any such information outside RSU #57, the employee will be subject to immediate suspension or other disciplinary action up to and including termination of employment.

### **Use of System Equipment, Materials and Premises**

We ask that you restrict your personal phone calls to emergency situations and important calls such as scheduling of a doctor's appointment. Please do not permit your friends or family members to interrupt you at work except in cases of emergency.

### **Electronic Communication Systems/Workplace Privacy**

You may have access to and use various electronic communications systems such as e-mail, voice mail, and the Internet in the course of your job. Here are a few guidelines you should keep in mind about these tools:

1. The e-mail, computer, internet access and voice mail systems are owned by RSU #57, are provided for business purposes, and may be monitored at any time. Any personal use must be of an incidental nature, not interfere with business activities, not involve solicitation, and not be associated with any for-profit, outside business activity.
2. Because messages and information generated by these systems are for RSU #57 business, employees should not expect that any messages they exchange via our computers or any uses of the Internet are in any way private or confidential. This information is subject to archival policies and any scrutiny normally afforded to paper files and documents covering the same subject matter.
3. Systems may not be used for any illegal or improper purpose or in any way that might potentially embarrass RSU #57, its employees, retirees, or students. This includes forwarding of messages received from outside sources.

### **Outside Employment**

You may engage in employment outside your RSU #57 working hours provided that your outside employment does not create a conflict with fulfillment of your RSU #57 duties, present a conflict of interest, or result in a conflict of interest. You are required to request approval from the Superintendent of Schools for any outside employment that might raise such concerns.

### **Personal Relationships/Conflict of Interest**

As an employee, you may not have a direct reporting relationship with any member of your immediate family, or any other relative or any person with whom you have a significant personal relationship. Conflicts may also include a close personal relationship with someone who has a financial or employment interest with a current or potential vendor of RSU #57 or your own similar interest. You should consider carefully whether there may be an actual or potential conflict of interest, or even the appearance of a conflict of interest, before accepting an assignment. If you believe a personal or professional conflict may exist or may be perceived to exist, you must inform the Superintendent of Schools.

In keeping with the above considerations, employees may not accept tips, gifts or the like from vendors.

### **Sexual and Other Unlawful Harassment**

RSU #57 is committed to providing a workplace that is free of discrimination and unlawful harassment. All employees are expected to treat one another with mutual respect and to behave in ways that promote a positive, productive work environment. We will not tolerate actions, words, jokes or comments which create an environment of harassment and are based on an individual's race, color, religion, sex, sexual orientation, national origin, age, physical or mental disability, or any other category protected by law.

The law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal, written, or physical conduct of a sexual nature when:

1. Submission to such behavior is made either explicitly or implicitly a condition of an individual's employment;
2. Submission to or rejection of such behavior is used as a basis for employment decisions affecting an individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or of creating an intimidating, hostile, or offensive work environment.

Examples of sexual harassment include:

- Discussing sexual activities
- Telling off-color jokes
- Unnecessary touching or grabbing
- Commenting on physical attributes
- Unwelcome hugging, pinching, kissing
- Making frequent sexual remarks
- Repeated offensive flirtation or propositions
- Leering, whistling, catcalls
- Suggestive or lewd remarks
- Displaying sexually suggestive pictures
- Pressuring someone to go on a date
- Granting job favors to those who participate in consensual sexual activity
- Slurs, jokes, or degrading comments of a sexual nature
- Crude or offensive language

Harassment may take many forms, intentional and unintentional, and may occur among co-workers or in a manager/subordinate relationship. In some cases, it may involve a customer or client. Harassment can be blatant or extremely subtle.

Harassment issues can often be resolved through open and honest discussion between those involved in the situation. In many cases, individuals perceived as behaving in a harassing manner will stop that behavior when confronted. However, such direct treatment of harassment is not always practical. Anyone who feels harassed by another employee or a non-employee in connection with their work and who feels that direct confrontation is not appropriate or not effective should promptly report an incident of sexual or other unlawful harassment to his/her immediate supervisor or to the Affirmative Action Officer of RSU #57.

Any employee or manager who becomes aware of a possible sexual or other unlawful harassment situation must promptly advise his/her supervisor or the Affirmative Action Officer.

We will treat every complaint seriously. We will investigate appropriately, and as confidentially as feasible. We will handle complaints expeditiously, and inform you of the outcome of the investigation as appropriate.

In most situations, we will be able to resolve the problem. You may report good faith concerns about harassment without fear of consequences or retaliation.

Any employee guilty of harassment will be subject to prompt corrective action, which may include disciplinary action up to, and including termination of employment.

Anyone who believe she or she has been subjected to unlawful discrimination or harassment in the workplace also may file a charge with the Maine Human Rights Commission (MHRC), 51 State House Station, Augusta, Maine 04333, (207) 624-6050, within 6 months of when the alleged

harassment occurred. The Commission investigates complaints and attempts to resolve them to the mutual satisfaction of those involved. The charge and the evidence collected during any investigation may become a matter of public record. It is unlawful for anyone to be punished for (1) exercising his/her right to be free of harassment, (2) for making a charge in good faith with the MHRC, or (3) for testifying in good faith in any matter before the MHRC.

### **Safety**

RSU #57 considers safety to be of primary importance. Accordingly, each employee is required to practice all safety rules required by RSU #57. Details about the safety program are available through your supervisor, and all employees are expected to be familiar with safety guidelines pertaining to their positions. The District requires safety training specific to your position. If you have questions, contact the District Safety Compliance Officer.

### **Threats/Workplace Violence**

In the interest of employee safety, threats, threatening behavior, or acts of violence against employees or visitors will not be tolerated. Any person who makes threats or exhibits threatening behavior will be removed from RSU #57 property.

If you receive or are a witness to a threat or threatening behavior, you must report the behavior immediately to your supervisor, the building administrator, or the Superintendent of Schools regardless of your relationship with the person making a threat or perceived to be behaving in a threatening manner. We will investigate as confidentially as feasible. Employees found to have engaged in threatening behavior or in workplace violence will be subject to disciplinary action up to and including termination of employment. Additional actions may include involving appropriate outside authorities such as law enforcement personnel.

### **Weapons**

Employees may not carry weapons, including hunting rifles, while at work, on RSU #57 premises or in vehicles.

### **Smoking**

In the interest of employee health and safety, smoking is prohibited on all RSU #57 premises. Employees caught smoking on school property will be subject to disciplinary action up to and including termination of employment.

### **Drug Free Workplace/Substance Abuse**

We believe that our people are our most vital asset in delivering high quality service and that all members of the staff will contribute more effectively when free of substance abuse. We are convinced that a work environment free of substance abuse is essential to maintain a safe and productive place to work.

As a condition of employment, all RSU #57 employees will abide by the following statements:

- A. The unlawful manufacture, distribution, dispensation, or use of a controlled substance, marijuana or alcohol is prohibited at RSU #57, in RSU #57 vehicles, or on RSU #57 grounds.

- B. During work hours, no staff member may be under the influence of controlled substances, except as dispensed and used pursuant to a prescription or other legal authorization.
- C. No staff member may be under the influence of alcohol or marijuana during work hours.
- D. Every staff member must immediately notify his/her supervisor of the use of any medication that may affect judgement, performance, or behavior.

Any staff member who is convicted of a criminal drug statute violation must notify the Superintendent of Schools no later than 5 days after such conviction.

- E. RSU #57 must notify granting federal agencies within 10 days after receiving notice of such conviction
- F. RSU #57 will take disciplinary action up to and including employment termination against convicted employees within 30 days, and/or require them to participate in an approved drug abuse assistance or rehabilitation program.

### **Employee Relations and Communications/Open Door Policy**

We believe that to create a positive and productive work environment, employees and supervisors must communicate directly. We expect a positive attitude from our employees and a willingness to work together as a team, and we urge any employee with job-related concerns and/or questions to talk with either his/her supervisor or the Superintendent of Schools.

RSU #57 strives to demonstrate its commitment to all employees by responding to concerns effectively and on a timely basis. If you have a conflict or issue with someone or something at work, you should take the following steps to resolve it.

Talk with the person(s) involved in the issue. Direct communication is one of the most powerful conflict resolution tools available. If that doesn't work, or doesn't seem appropriate, present your concerns to your supervisor. S/he may be able to help you see the problem from a different perspective or help to solve the problem in some other way. If the issue involves your supervisor, and you can't resolve it or don't feel comfortable approaching him/her directly, present your concern to the Superintendent of Schools

In order to build an atmosphere that supports our belief in teamwork, we encourage an open communication process where problems can be discussed and resolved in a mutually respectful atmosphere that recognizes individual situations. Your suggestions and comments on any subject are important to us, and we encourage you to take every opportunity to discuss them with us. Your position with RSU #57 will not be adversely affected if you choose to use this procedure to voice a problem or concern.

### **Performance Counseling and Discipline**

As has been described, there are standards of conduct and performance that are necessary for RSU #57 to provide the level of service that our students, parents and taxpayers deserve. Corrective action will be taken if your personal conduct and/or performance do not meet acceptable standards. The discipline process will be initiated if you violate policies, have attendance problems, or otherwise perform below acceptable standards. In general, any of the following steps may occur, including but not limited to:

- Verbal counseling / Verbal warning
- Written warning
- Suspension
- Termination

In most cases, we will try to work with you to resolve the problem before it reaches the suspension or termination state. At the same time, there are certain circumstances that are of such a nature that we reserve the right to immediately suspend and/or terminate an employment relationship without progressing through all steps because we believe that continuing employment would not be in RSU #57's best interest.

### **Solicitation and Distribution**

Employees are prohibited from soliciting, distributing, or posting literature for any purpose during their working time or during the working time of any employee being approached. Working time does not include break time, meal time, or time before or after work.

No literature or materials may be posted on RSU #57 bulletin boards or elsewhere on RSU #57 premises or property without prior authorization from the Superintendent of Schools.

Fundraising activities such as the United Way campaign in which RSU #57 participates to support the community will not be limited by these rules.

## **SECTION F – TERMINATION OF EMPLOYMENT**

### **Return of Equipment**

All equipment and supplies issued to you must be returned no later than your last day of employment with RSU #57. Your supervisor will be required to verify the return of all District equipment and supplies, including but not limited to; time clock card, ID badges, security codes, keys, computers and any other District owned equipment.

### **Final Pay**

Final pay owed to you will be made to you on the first regularly scheduled pay date following your final day of work, or sooner if required by Maine labor laws.

### **Address Changes**

If your address changes after you leave employment with us, you must notify us of your new address to ensure that year-end tax information will reach you.

### **Voluntary Termination**

If you decide to leave us voluntarily, we ask that you give a minimum of two weeks notice if you are in a non-supervisory position and four weeks if you are a supervisor or manager.

### **Notice of Termination**

In the event of layoff or involuntary termination for anything other than disciplinary reasons, you will be given two weeks notice or pay in lieu of notice.

### **Exit Interview**

Terminating employees should arrange to meet with the Human Resources Department to obtain information regarding their final pay. This meeting should take place on or before the employee's final day.

### **References**

Requests for employment references for employees will be directed to the Human Resources Department. Staff will supply factual information indicating date(s) of employment, job titles, confirm pay information, and other related statements. The Human Resources Department will not answer questions relating to job performance. Questions relating to job performance should be referred to the supervisor.

Individuals who are not supervisors are not authorized to provide, on behalf of RSU #57, an external employment reference for any other employee. If a *personal* reference is being provided, it must be based solely on the *personal* (not working) relationship with the coworker.

## **Final Note**

We realize that a summary of guidelines will not answer every question you may have, and we want to encourage you to feel free to talk with your supervisor if any of this information is unclear to you or if you have questions that are not addressed.

Once again, welcome to RSU #57. We are glad that you have joined us, and we look forward to working with you.

## **APPENDIX:**

### **General**

Employees who desire to be immunized against Hepatitis B may do so at District's expense. Contact your school nurse or your supervisor for current information and instructions.

Employees may be required to attend training workshops or classes. If required, this would be arranged at the District's expense and employees typically would be paid for their attendance.

### **Bus Drivers**

The District requires that all drivers pass an annual DOT physical exam, which will be provided at District expense. If the employee prefers a different physician than is provided by the District, the employee will be reimbursed upon receipt of a paid bill for this service from an alternate DOT certified examiner. The reimbursement amount shall not to exceed the amount the District pays to its preferred provider.

The District requires that all drivers pass any state and federal requirements for drug and alcohol testing.

Driver training and orientation workshops will be provided from time to time and attendance is mandatory. You will be paid your regular hourly wage for attendance.

You must participate in all required safety programs.

### **Food Service Workers**

Workshops and trainings may be required from time to time and attendance may be mandatory. You will be paid your regular hourly wage for attendance.

Managers must hold a valid Manager Serv-Safe certificate (renewed every 5 years)

Food Service Assistants must hold a valid Food Safety in School certificate (renewed every 5 years)

### **Policies**

The following related policies are available at [www.rsu57.org](http://www.rsu57.org)

ACAB  
ACAB-R  
ACBA  
GBEC  
GBN  
GBO  
GCSA  
GCSA-R  
GCSA-E