AGREEMENT

BETWEEN

Lower Kennebec Regional School Unit, RSU 1

AND

COUNCIL 93, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME)
AFL-CIO

JULY 1, 2021- JUNE 30, 2024

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ARTICLE I

PREAMBLE

This agreement, entered into by the Lower Kennebec Region School Unit, RSU 1, hereinafter referred to as the Employer, and Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment for the employees as herein defined of RSU 1. The regional school unit is comprised of the following municipalities: Arrowsic, Bath, Phippsburg, and Woolwich.

ARTICLE II

DEFINITIONS

Bargaining Unit: Whenever the term "Bargaining Unit" is used, it shall refer to all employees as specified in the Unit Determination, and shall also refer to any additional personnel that the Board and the Union mutually and voluntarily agree to include in the Bargaining Unit. In the event the parties cannot mutually agree on additional personnel to be included in the Unit, the parties agree to submit the same to the Maine Labor Relations Board for a decision on such matters.

Board: Whenever the term "Board" is used, it shall refer to the RSU 1 Board of Directors and any designated representatives.

Call time: Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the regular hourly rate of time. Work beyond eight (8) hours on any day will be paid at the overtime rate of one and one half times the regular hourly rate. This overtime provision would also include scheduled visits to buildings on weekends.

Employees: Whenever the term "Employees" is used, it shall mean permanent employees (one who has completed a probationary period of three months (90 days). It shall refer to school food service employees who are included in the Bargaining Unit and employed for more than 90 days.

Extra Time: Any work performed after regularly scheduled hours.

Immediate Supervisor: Whenever the term "Immediate Supervisor" is used, it shall refer to the Food Service Director or his/her non-union designee. In their absence the Superintendent or his/her non-union designee shall be the "Immediate Supervisor."

Number: Whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated by the contract.

Principal: Whenever the term "Principal" is used, it is to include any Principal or any other person whom the Principal specifically designated to act for him/her in any particular situation or class of situations.

Probationary Period: There will be a probationary period of 90 work days for all new food service hires. Health care and other benefits will be provided during the probationary period.

Spare Help: Shall be defined as any individual hired by the Board of Directors or its designated representative to perform tasks which are not normally done by regular unit employees. This definition would not prohibit the Board from hiring additional personnel in an emergency situation.

Stewards: Whenever the term "Steward" is used, it shall refer to Employees selected by the Union to represent the members of the Bargaining Unit in matters related to this agreement.

Substitutes: Person or persons hired to work when regular employees are not available to do their assigned tasks. The Food Service Director or her designee will arrange for the hiring of substitutes.

Superintendent: Whenever the term "Superintendent" is used, it shall include the Superintendent of Schools of Regional School Unit 1 or any other person whom the Superintendent specifically designated to act for him/her in any particular situation or class of situations.

Union: Whenever the term "Union" is used, it shall refer to Local 2010-02, Council 93, American Federation of State, County and Municipal Employees, AFL-CIO.

Work: Whenever the term "work" is used, it shall refer to all tasks and services normally performed by the employee within the Bargaining Unit.

ARTICLE III

RECOGNITION

Pursuant to MRSA, Title 26, Chapter 9A, the Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours of employment and other working conditions for all full time and part time food service employees: including but not limited to, Head Cooks and Food Service Assistants in the Bargaining Unit and excluding the Food Service Director.

ARTICLE IV

A: Union Membership

1. Any present or future employee covered by this agreement, who is not a Union member and who does not make application for membership in the Union within thirty (30) days after the completion of their probationary period, shall sign the non – member waiver form.

B. Checkoff:

The Employer shall deduct regular weekly dues and premiums for income protection insurance upon receipt of a signed authorization from members.

In the event of a change in the amount of dues voted by the membership of the Union during the term of this agreement, the then Treasurer of Council 93 of the Union shall so inform the Employer in writing. After receipt of same, dues as therein noted shall be deemed to have been authorized to be withheld on behalf of the employees who had previously signed authorization forms as noted.

The Union shall indemnify and save the employer harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and premiums and remitting the same to the Union pursuant to this Article.

This authorization shall be irrevocable during the term of this agreement.

Dues Deduction

During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.

When filed with the employer, the authorization form will be honored in accordance with its terms, Deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, an employee payroll roster will be submitted within two business days via electronic means utilizing a CSV or Excel format, including any employee in a bargaining unit that is not having dues deducted.

This electronic employee payroll roster must include, employee id numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.

Employee Rosters

Upon signing of this agreement, and annually thereafter, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employees legal name, date of hire, hourly rate, contracted hours, bargaining unit, department, job title, work site, work email address and work phone number. The Employer shall also electronically transmit a list of all new hires, any terminated, or transferred employees within the month following the event.

ARTICLE V

HOURS OF WORK

Section I. Work Week:

A. The regular hours of work each day shall be consecutive except that they may be interrupted by a rest period as defined in succeeding articles. Employees shall be scheduled to work on regular shifts with regular starting and ending times. Changes in the starting and ending time of more than fifteen minutes in any School year of any given shift may be changed by posting such changes three (3) weeks in advance, except in emergencies. Work will be performed at the work location and an employee may request to work limited hours remotely. Limited remote hours must be approved in advance by the Food Service Director. Actual hours worked shall be submitted on time sheets. All work beyond the regular workday must be approved by the Food Service Director.

B. Food Service Employees:

1. Head Cook (one each at Morse and Bath Middle School, Dike-Newell, Fisher-Mitchell, Phippsburg, and Woolwich). Regular hours are on days when school lunch is being served or the day has been designated a clean-up day.

2. Food Service Assistant (all others): Minimum number of hours on days when school lunch is being served or designated clean-up days. Daily schedule may vary and hours may increase depending on need. Need is to be determined by the Food Service Director.

C. Work Year:
The regular work year shall consist of a minimum of one-hundred and seventy-seven (177) days.

In the event that scheduled days are not made up at the end of the school year, with the permission of the Commissioner of Education, employees shall receive pay for such days based on their regularly scheduled number of hours per day during the applicable school year.

In the event of any school cancellation, and the employee is not required to report to work, the employee shall be paid when the day is made up later in the year

Food Service staff will be on site to monitor and supervise all kitchen use at RSU1 schools when determined necessary by the Food Service Director.

Each food service employee will be notified of his/her work shift by June 15th of each year. A master copy shall be provided to the President of the Union. Changes in the starting and ending time of any given shift may be changed by posting such changes three (3) weeks in advance except in emergencies.

Section II Work Shift:

Employees shall be scheduled to work on regular shifts as defined in Section I above with regular starting and ending time. When an opening occurs employees shall be allowed choice of shift preference on basis of seniority within classification. Changes in the Starting and ending time of any given shift may be changed by posting such changes three (3) weeks in advance.

ARTICLE VI
EXTRA WORK

A. All work performed in excess of forty (40) hours in any work week and work performed in excess of eight (8) hours in any one workday shall be counted as overtime. Work performed in excess of forty (40) hours in any work week or eight (8) hours in one workday shall be paid at the rate of time and one half.

B. Rate of Pay – Double Time: Double time the employee's regular hourly rate of pay shall be paid for all work performed after 6:00 p.m. on Friday through Sunday for all non-school for profit activities (but not to include any school fundraiser activities).

C. Any employee accepting the overtime/extra hours shall perform all required duties.

D. Employees shall be granted a five (5) minute personal clean-up period prior to the end of each workday.

E. Extra work is defined as work outside the regularly scheduled workday or workweek. Such extra work may or may not involve overtime pay.

1. Extra work shall be offered first to the Head Cook of the building in which the work is to be performed.
2. If the Head Cook within the building refuses the extra work, or additional staff is required, the extra work shall be distributed to the other employees within the building based on seniority.
3. If all employees within the building refuse the work, or additional staff is required, the work shall be distributed on a rotation basis among all the qualified employees who have individually signed up for the extra work (section F).

F. At the beginning of the school year, the Food Service Director shall establish a list of employees interested in extra work. The list shall be arranged by seniority, beginning with the name of the most senior employee. Extra work not assigned in accordance with Section E, shall be assigned on a rotating basis beginning with the senior employee and moving down the list. Any refusal shall be charged to the employee. If all employees refuse said work, the Food Service Director may offer the work to a substitute. Employees may opt to be on the extra work list or taken off the list by notifying the Food Service Director at any time during the school year.

G. When employees are required to perform work related to functions scheduled outside the normal work day, the work day shall be extended with prior approval from the food service director.

ARTICLE VII

REST PERIODS

A. For all employees who work 4 1/2 hours or more, but less than 6 hours per day, the work schedule shall provide for one (1) fifteen (15) minute rest period.

B. For all employees who work six (6) hours or more, but less than eight (8) hours per day, the work schedule shall provide for a fifteen (15) minute rest period during each one half work shift. Whenever feasible the rest period(s) shall be scheduled in the middle of the shift.

C. Employees who, for any reason, work beyond their regular quitting time into the next shift, shall receive a fifteen minute rest period before they start to work on such next shift provided it is anticipated that the employee will be working at least three (3) additional hours. In addition, they shall be granted the regular rest periods that occur during the shift.

ARTICLE VIII

HOLIDAYS

A. Holidays for school year employees if the Holiday falls within the School Year are as follows:

New Year's Day	Labor Day	Day Before or Day After Christmas
Washington's Birthday	Columbus Day	
Memorial Day	Veteran's Day	Christmas Day
Patriots Day	Thanksgiving Day	Martin Luther King Day
	Day After Thanksgiving	

B. Whenever any of the holidays listed falls on a Saturday or Sunday, the preceding Friday or succeeding Monday will be observed consistent with the approved school calendar.

C. Eligibility Requirement: The employee must have worked his/her last scheduled work day prior to the holiday and the employee's scheduled work day following the holiday, unless the employee is excused by the Food Service Director.

D. Holiday Pay: Eligible employees shall be paid for their regular daily work hours for each eligible holiday.

E. Employees who are scheduled and approved to work on holidays by the Director of Food Services shall be paid their regular hourly rate of pay for their regular hours worked and time and a half for actual hours worked on that holiday.

F. Holiday Hours for Overtime Purposes: For the purpose of computing overtime, all holiday hours (worked or not worked) shall be regarded as hours worked.

ARTICLE IX

SICK LEAVE

A. For the purpose of this Section, sick leave with pay shall mean any non-service connected sickness or disability, which renders an employee unable to perform the duties of his/her employment.

B. Sick leave with pay shall apply to Food Service Employees as follows:

20 hours per week or more - 12 days per year, accumulation limited to 175 days
Less than 20 hours per week employees - 8 days per year, accumulation limited to 175 days.

C. Employees shall then be eligible to accumulate sick leave days up to, but not exceeding, one hundred seventy-five (175) days.

D. Employees and probationary employees shall accumulate sick leave as long as they do not have a break in service.

E. The Board reserves the right to require the employee to produce a doctor's certificate confirming the use of sick leave for leave taken in excess of two (2) consecutive work days.

F. Sick Leave Pay Back: Upon retirement (with a minimum of 14 days' notice) and with a minimum of 10 years of service in RSU1, an employee will receive up to 45 days for accumulated sick leave at the current per diem rate (based on average daily hours worked) that the employee has earned and has not used. If an employee dies while still employed by the District, payment will be made to the employee's spouse, dependents, or estate as circumstances warrant.

ARTICLE X

INSURANCE AND PENSIONS

A. For employees who work twenty-eight (28) regular assigned hours per week or more for a minimum of 35 weeks (175 days), the Board agrees to pay the following:

a. 100% of Single MEA Benefits Trust BC/BS Choice Plus Plan
b. 91% of prior year Choice Plus Plan cost for dependent coverage

Any unit member working at least 28 hours per week is considered full-time and eligible for health premiums as listed above. Part-time employees will have their health benefits prorated based on their employment contract.

Employees' yearly health insurance contributions shall be deducted in equal payments from September to June, unless the employee makes arrangements to individually pay the premiums for the months of July and August.

B. Employees who opt for the MEA Benefits Trust Standard Plan will assume 100% of the cost difference between the Board's Choice Plus contributions and the cost of the Standard Plan.

C. Bath food service employees who were hired before 2008 are automatically grandfathered with the Maine State Retirement System. However, all newly hired food service workers will fall under the social security retirement system due to specific language in LD 910 (Legislature's legal document forming RSU 1). Food service employees who participate in MPERS shall be allowed to contribute up to ninety (90) days of accumulated sick leave to the retirement system to extend length of service upon retirement. Current staff members who are grandfathered under Maine State Retirement are: Judith Kingsbury, Sherry Simmons, Maryann Squillace, Elaine Stone, and Deborah Wallace.

ARTICLE XI

WORKERS COMPENSATION

The Employer shall provide Worker's Compensation protection for all employees. Any employee receiving Worker's Compensation for a cause attributable to the employee's employment by Regional School Unit 1 shall not also receive sick leave except that the Board shall pay the difference between Worker's Compensation benefits and sick leave until accumulated sick leave is exhausted. Any employee who has received sick leave may be required by the Board to apply for Worker's Compensation and actively pursue a claim for the same or permit the Board to do so in his/her name and it may require that any such Worker's Compensation benefits received or to be received be assigned to it, to the extent of any such overpayment of sick leave. Sick leave days that are paid for through Worker's Compensation benefits shall not be deducted from the employee's accumulated sick

leave. An employee shall not be required to use sick leave benefits in conjunction with Worker's Compensation benefits.

After thirty-six consecutive months of absence on Worker's Compensation, the Superintendent may discharge the employee. The Employee shall be paid any severance benefits due at the time of discharge.

An employee will not be eligible to earn additional sick leave or vacation time after being out on Worker's Compensation for twelve consecutive months. An employee will be eligible to receive paid health insurance for up to thirty-six months while out on Worker's Compensation.

ARTICLE XII

LEAVES OF ABSENCE

A. **Eligibility Requirements:** Employees shall be eligible for leaves of absence after completing the probationary period of ninety (90) working days of service with the employer.

B. **Application for Leave:** Any request for a leave of absence shall be submitted in writing by the employee to the Superintendent of Schools. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires.

   Authorization for a leave of absence shall be furnished in writing by the Superintendent or the Superintendent's designee to the employee as soon as possible. Request for emergency leave shall be answered immediately, for example, family sickness or death.

C. **Bereavement Leave:** For death in the immediate family (spouse, parents, children, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, niece, nephew, father-in-law, mother-in-law, step parents, step children, aunt, uncle or significant other), an employee shall receive up to five (5) bereavement days. Additional bereavement leave shall be taken from accumulated sick leave with the approval of the Superintendent and/or Food Service Director.

D. **Family Medical Leave:** An employee will be allowed to use up to five (5) days of accumulated sick leave for the serious illness of family members, defined in bereavement leave, in accordance with the State and Federal Medical Leave Acts. Additional leave may be approved by the Superintendent and/or department supervisor.

E. **Jury Duty:** Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

F. **Civic Duty:** Employees required to appear before a court or other public body on any matter not related to their work shall be granted a leave of absence without pay for the period necessary to fulfill their civic responsibilities.

G. **Maternity Leave:** Maternity leave shall be granted in compliance with State and Federal Medical Leave Acts. Eligible employees are granted up to 12 weeks of leave under the FMLA but shall only be allowed to use up to six (6) weeks of any accumulated sick leave during that time period.

Extended leave may be obtained with a certificate from the doctor stating that the employee is unable to perform his/her duties.

H. **Medical Leave:** A medical leave shall be granted in compliance with State and Federal Medical Leave Acts upon proof by his/her physician that the employee is unable to perform his/her job. An extension of an additional six (6) months (in addition to FMLA) may be approved by the Superintendent upon request by the employee. Medical leave will be without pay, except for eligible sick leave time.

I. **Education Leave:** Employees, with the approval of the Superintendent may be granted leaves of absence without pay for educational purposes – not to exceed one (1) month in any one (1) calendar year – to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

J. **Military Leave:** Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence, without pay, during the period of such activity.

Any employee who enters into active service in the armed forces of the United States while in the service of the employer shall be granted a leave of absence without pay for the period of the military service.

K. **Unpaid Leaves:** Reasonable Purpose: Leaves of absence without pay and without benefits for a limited period – not to exceed six (6) months shall be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period. No leave of absence will be granted to any employee in order to accept other employment except under extenuating circumstances. An individual granted a leave of absence has the option of returning to his/her original position if available or to a substantially equivalent position.

During the term of this Agreement, up to two (2) weeks shall be allowed off the job, without pay, for no more than two (2) Union representatives at one time, to attend any regional, state, or national meetings of the American Federation of State, County, and Municipal Employees. No time off shall be granted under this paragraph unless the Superintendent or the Superintendent's designated representative gives permission and determines there is sufficient available help for departmental operations. This provision does not limit the Union to select the same two (2) representatives for the several meetings, but the aggregate time allowed for leave shall not exceed twenty (20) work days during each calendar year.

L. **Personal Leave:**

1. Employees may be granted three (3) paid personal days per year not to accumulate beyond each fiscal year. Personal leave may be taken for urgent personal business which shall be defined as religious, legal, business or a family matter which cannot be conducted at a time other than regular shift hour.

2. Employees must notify the Superintendent, in writing, at least two days prior to taking such leave, stating the reason for requesting the leave as per the newly agreed upon form. In case of emergency this time limit may be waived by the Food Service Director.

3. An employee may use a personal day for a snow day without two days' notice.

ARTICLE XIII

IRS SECTION 125 – CAFETERIA PLAN

In order to enable AFSCME employees to use pre-tax dollars to pay dental insurance premiums for which the employee is liable, dependent child care costs, and medical costs – including dental and eye care – the Board agrees to make available a Premium Conversion Plan, a Dependent Care Reimbursement Account, and a Medical Expense Reimbursement Account, administered by Blue Cross/Blue Shield or other administrator selected by the Board of Directors of RSU 1. The Premium Conversion Plan, Dependent Care Reimbursement Account, and the Medical Reimbursement Account will be set up to conform with and adhere to, the Provisions of Section 125 of the Internal Revenue Code. The eligible benefit year for the cafeteria plan shall be September through August.

ARTICLE XIV

WAGES

A. **Wage Schedule:** Employees shall be compensated in accordance with the wage schedule and steps attached to this agreement and marked Appendix A for the period of 2021 through June 30, 2024

B. Pay Period: The wages of employees shall be paid bi-weekly, on Thursday. In the event that day is a holiday, the preceding day shall be the pay day. Food service employees are paid biweekly during the 10 month school year.

C. Longevity Pay: All employees covered by this Agreement shall receive an annual payment of longevity pay (to be paid in the first pay period of November) at the following rates:

Upon the completion of 3 years of service.....$ 50.00
Upon the completion of 5 years of service.....$ 100.00
Upon the completion of 10 years of service..... $200.00
Upon the completion of 15 years of service.....$250.00
Upon the completion of 20 years of service.....$300.00
Upon the completion of 25 years of service.....$350.00
Upon the completion of 30 years of service.....$400.00

D. **Higher Pay for Higher Classification:** Any employee who is temporarily assigned to work in a higher classification where a higher rate of pay is applicable, shall receive such higher rate of pay or a minimum of 5%, whichever is greater, for hours worked in the higher classification.

Should an employee be temporarily assigned to work in a lower-paid classification, the employee shall do so with no loss of pay. The employee's regular rate shall prevail.

E. **Job Related:** Employees will take courses, attend workshops, and attend meetings as required by the respective Directors and as mandated by State/Federal requirements. The Employer shall pay the registration fees for any training programs attended by any employee at the request of the Employer or approved by the Employer. Employees who attend any such programs shall be paid at their regular hourly rate for all hours in attendance of the program. Travel time to and from the training shall be paid according to the Fair Labor Standard Act (FLSA). It is understood that there will not be any loss of pay for professional development days. Employees will be paid for the use of their personal vehicles for these training programs and any job related duties at the annual IRS mileage rate.

ARTICLE XV

SENIORITY

A. **Definition:** Seniority means an employee's length of continuous service with the Board since his/her last date of hire. Seniority within a classification means an employee's length of continuous service within that classification with the Board. In the event that 2 employees were hired on the same date the Superintendent shall determine seniority by a flip of a coin at the time of hire.

B. **Probation Period:** All employees shall serve a probationary period of 90 work days. All employees who have worked 90 work days shall no longer be probationary employees and the probationary period shall be considered for seniority time. During the probationary period, the Board shall have the right to terminate, without compliance with the terms of this contract, the employment of any probationary employee.

C. Seniority: By October 15 of each fiscal year, the Board shall post on all Union bulletin boards a seniority list showing the continuous service of each employee. A copy of this seniority list shall be furnished to the local Union and Bargaining Agent when it is posted. Seniority list will be by job classification.

D. **Breaks in Continuous Service:** An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause or retirement.

E. Any employee granted an unpaid leave of absence for a period of six (6) months or any employee laid off for six (6) months or more shall not accrue time for seniority or pay purposes for said periods. Employees on a personal non-paid leave, not including sickness, shall not accrue time after sixty (60) days.

ARTICLE XVI

VACANCIES

A. When a permanent vacancy occurs, the employee with the highest seniority within the classification shall be given the first opportunity to fill the vacancy. However, if the employee

does not avail himself/herself of the opportunity, or is shown not to be qualified by the employer, then the position shall be offered to the next senior person, within the classification. Notice of all permanent vacancies shall be sent to the Unit President, posted on the Union bulletin boards and emailed to all food service employees for a period of ten (10) working days prior to advertising the position externally. Bids to be considered for any vacancies shall be in writing or by email to the person designated in the bid posting. All regular employees shall be allowed to bid for any vacancy outside of their classification and shall be granted an interview, which shall be given reasonable consideration.

Vacancies shall be filled within twenty (20) working days of finding a qualified candidate. This shall not be used to avoid filling a permanent vacancy for an extended period of time with temporary help...unless qualified candidates are not available. Except for budget or program reasons, jobs will be filled within forty-five (45) work days.

B. Permanent vacancies shall be posted within ten (10) working days of the time the vacancy occurs. All postings shall include the shift starting and ending times, job title, any changes from the previous job description, and the deadline for submitting bids (at least 10 Days).

C. In the event that a regular employee is selected and retained in said permanent vacancy for a period of fifteen (15) working days or more, he/she shall then be considered qualified and allocated to said job, otherwise the employee shall be returned to his/her former position. Employees who are selected to fill a vacancy shall have a period of fifteen (15) working days in which to return to their former position without loss of seniority and at their previous rate of pay.

D. If an employee is not chosen for a vacancy, the Superintendent shall, upon request of the employee, notify the employee of the reason, therefore. If the employee feels he/she has reason to dispute the employer's decision, the employee may appeal same through the established grievance procedure.

E. When a temporary vacancy occurs, the position will be offered to the most senior employee within that job classification, within the building and down the list of seniority until the position is taken. In the event no employee within that building takes the temporary vacancy it shall be offered to a substitute.

ARTICLE XVII

LAY-OFF

A. In the event it becomes necessary to lay-off employees for financial or program reasons, employees shall be laid off in the inverse order of their seniority in RSU1 by classification in which the lay-off takes place. When two (2) employees have the same years of work in the school district, actual date of hire shall determine seniority. If the two (2) employees have the same date of hire, the Superintendent shall determine seniority by flip of a coin in the presence of the employees on the date of hire.

Employees who are laid off, shall be permitted to bump (replace an employee with less seniority) any employee in an equal or lower job classification, provided the bumping employee has greater seniority than the employee whom he/she bumps. Employees shall be given at least thirty (30) days written notice prior to the effective date of any lay-off.

B. Employees shall be recalled to their former positions from lay-off in accordance with their seniority. The School Department agrees to send a certified letter to the last known address of the laid off employee and to allow a fourteen (14) day period for the employee to respond affirmatively that the employee will accept reemployment, said fourteen (14) days to run from the return of the receipt of the certified letter, before filling the vacant position.

C. In every case, a copy of such notification shall be given to the President of the Bargaining Unit.

D. No new employees shall be hired until all employees on lay-off status desiring to return to work and reachable according to the provisions of the preceding paragraph have been recalled.

ARTICLE XVIII

DISCIPLINARY PROCEDURES

The Board may adopt disciplinary rules and work rules with proper notice to employees and the union. Disciplinary action may be imposed upon any employees for failing to fulfill any of the employee's responsibilities as an employee.

Disciplinary action or measures shall include only the following:

1. Oral reprimand
2. Written reprimand
3. Suspension (notice to be given in writing)
4. Discharge (notice to be given in writing)

The employer shall not discharge any employee without just cause. Prior written notice of all charges shall be given to the affected employee, the Unit President, and the Bargaining Agent.

The employer may suspend an employee for cause for a period not to exceed five (5) days. The Employee may request written reasons for suspension and such written reasons will be given to the employee within two (2) days following the suspension notice. Such notice shall also be sent to the Unit President and the Bargaining Agent.

All discipline will stay in the employee's personnel file for a one-year period. If there are no recurrences during this time, it will be removed. The redacted discipline may then be placed in management's files for future reference only to ensure that the administration has been consistent in its disciplinary policy. A copy will be sent to the employee and the Unit President and the Bargaining Agent.

ARTICLE XIX

SETTLEMENT OF DISPUTES

A. Nothing in this article shall diminish the right of any employee covered hereunder to present his/her own grievance as set forth in 26 MRSA 967.

B. Time limits on any step of the procedure may be extended by written agreement of the parties.

C. **Grievance and Arbitration Procedure:** Any grievance or dispute which may arise between the parties, regarding the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Step I: The Union Steward, with or without the employee, shall, in writing, take up the grievance or dispute with the employee's department supervisor within thirty (30) working days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) working days in writing. If the informal procedure does not resolve the conflict, a grievance at Step II of the formal procedure should be filed with the department supervisor.

Step II: If the grievance has not been settled, it shall be presented in writing by the Union steward of the Union grievance committee to the Superintendent of Schools within seven (7) working days after the supervisor's response is due. The Superintendent of Schools shall respond to the Union Steward or the grievance committee in writing within seven (7) working days.

Step III: If the grievance still remains unadjusted, it shall be presented by the employee and/or the Union Steward, to the Board of Directors in writing within seven (7) working days after the response from the Superintendent of Schools is due. The Board of Directors shall respond in writing to the Union Steward, representative or grievance committee (with a copy of the response) to the Unit President and Bargaining Agent within seven (7) working days.

Step IV: If the grievance is still unsettled, either party may, within thirty (30) working days after the reply of the Board of Education is due, by written notice to the other, request arbitration. The arbitration proceeding shall be conducted by an arbitrator(s) to be selected by the Employer and the Union within seven (7) working days after notice has been given or the parties may request the assignment of an arbitrator(s) through the Maine Board of Arbitration Conciliation. If the parties fail to select an arbitrator(s), either party may request the assignment of an arbitrator(s) by the Labor Relations Connection.

D. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Board and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the records and makes copies available without charge to the other party and the arbitrator.

E. All proceedings initiated against the employee by the Board shall be in accordance with the grievance procedure.

F. **Grievance Committee:** Employees selected by the Union to act as Union representatives shall be known as "Stewards". The names of the employees selected as stewards, and the names of other Union representatives who may represent employees shall be certified in writing to the Board by the local union, and the individuals so certified shall constitute the Union Grievance Committee.

The Board agrees to meet, when requested, with a Union Committee to discuss matters pertaining to grievable items in this Agreement provided the Union Committee submits a written

agenda of times for discussion at least three (3) working days prior to the meeting date. Such meetings shall be held at a mutually convenient time. The Board, when necessary, may defer such meetings up to fifteen (15) days for scheduling purposes. Whenever such meetings are held during normal working hours, the Union Committee shall be composed of not more than three (3) representatives.

G. **Processing Grievances During Working Hours:** The Unit Steward may investigate and process grievances during working hours without loss of pay, with permission of the respective Director and such permission shall not be arbitrarily denied.

ARTICLE XX

GENERAL PROVISIONS

A. **Pledge Against Discrimination Coercion:** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Board the responsibility for applying this provision of the Agreement.

The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Board or any Board representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

B. **Union Bulletin Boards:** The Union shall limit its posting of notices and bulletins to such bulletin boards provided within reason, at suitable places. The Union may send notices to members via District email.

C. **Union Activities on Employer's Time and Premises:** The employer agrees, with permission of the Superintendent or the department supervisor during working hours, on the employer's premises, without loss of pay, local Union representatives shall be allowed to:

1. Post Union notices
2. Transmit communications, authorized by the Local Union or its officers, to the employer or the employer's representatives
3. Consult with the Board, the Board's representative or Local Union officers or other Union representatives
4. Attend negotiations

D. **Visits of Union Representatives:** The Board agrees that accredited local representatives of the American Federation of State, County and Municipal Employees shall have access to the premises at any time during working hours to conduct Local Union Business, with authorization of the Superintendent.

Loss of work time of employees meeting Union representatives will be kept to a minimum.

E. **Lockouts:** No lockout of employees shall be instituted by the Board during the term of this agreement. No strike, slow-down or work stoppages of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

ARTICLE XXI

EVALUATION

1. Employees shall be evaluated annually by the Food Service Director. The evaluation shall be limited to the employee's performance of the duties enumerated in employee's job description.

2. An employee shall be given a copy of any evaluation report prepared by employee's supervisor within five (5) working days, and at least two days' notice before any conference to discuss it. No evaluation shall be submitted to the central office, placed in the employee's personal file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

3. Any evaluation which is less than satisfactory must be accompanied by written specific recommendations for improvement.

4. The employee shall have the right to submit a written response to the evaluation, which shall be attached to the evaluation and placed in the employee's personnel file.

5. Upon the receipt of a written request from AFSCME, an ad hoc committee of six (6) members (three (3) from AFSCME and three (3) appointed by the Board) shall meet to monitor, discuss and refine the evaluation process.

ARTICLE XXII

WORK RULES

A. When existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive days before becoming effective. A copy shall be sent to the Unit President at the time of posting.

B. The employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

C. Agreement, provided the rules are uniformly applied and uniformly enforced.

D. Any unresolved complaint as to the reasonableness of any rule, or any complaint involving discrimination in the application of rules shall be resolved through the grievance procedure.

E. Uniforms and Protective Clothing: The Employer shall provide $100 per year to each employee to be used to purchase aprons, clothing and/or non-skid footwear. Reimbursement will be paid upon purchase receipt.

Paper products are provided by the employer. If an employee prefers to use kitchen towels, it is a personal choice and they will not be compensated for washing those towels.

F. No free time to be donated by employees within the Unit.

G. All employees within the Bargaining Unit shall be reimbursed at the rate allowed by the Internal Revenue Service for the use of their own vehicle when authorized by their supervisor.

ARTICLE XXIII

CONTRACTING OUT

When work is to be contracted out and the contracting out will result in layoff for members of the unit, the District will, whenever possible, notify the Union as soon as possible. The District and the Union shall discuss the impact on the employees and the availability of positions within the District for which the laid off employees is determined to be qualified and the availability of any training program which may be applicable to the employee and the ability of the Union to contract.

ARTICLE XXIV

MANAGEMENT RIGHTS

The Board retains all rights and authority to manage and direct its employees, except as otherwise specifically provided for in this Agreement.

Initial Placement on Wage Schedule:

For the purposes of initial placement of the new employees on the wage schedule, the Superintendent and /or Food Service Director has the sole discretion in granting credit for prior work experience for determining that placement.

ARTICLE XXV

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this contract, or any riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending final determination as to its validity, the remainder of this contract and of any rider thereof, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the

parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this contract to the contrary.

ARTICLE XXVI

CLOTURE CLAUSE

This document encompasses the entire understanding of the parties to this agreement.

ARTICLE XXVII

Professional Development/Certification

Employees wishing to voluntarily enroll in educational training classes that are related to their position must secure prior approval from the Superintendent or Food Service Director if they wish to receive reimbursement for necessary expenses or compensation for training time. An employee shall receive his/her regular rate of pay while attending any training classes mandated or approved by the Superintendent or Food Service Director. An employee will also receive his/her regular rate of pay for travel time between his/her regular work site and the training site, provided that the employee will not be paid for time spent traveling his/her normal commuting route.

Employees' registration fees for attending job-related conferences and/or training at an accredited institution may be granted as approved by the Superintendent or his/her designee.

The District shall pay all costs and associated fees for School Nutrition Association (SNA) Membership for all employees upon request.

ARTICLE XXVIII

Earned Paid Leave

Under Maine's new Earned Paid Leave statute (26 M.R.S.A. §637), employees accrue one (1) hour of earned paid leave for every 40 hours actually worked, up to a maximum of forty (40) hours per year, and are permitted to use up to forty (40) hours of accrued earned paid leave time in any one year. Earned Paid Leave time is not additional leave over and above any paid leave time available to employees under this Agreement. Any paid leave time taken under this contract (sick or personal,) shall concurrently be designated as earned paid leave time for purposes of §637. The employee may determine whether the earned leave time will be counted under their accrued sick or personal leave and the accrued banked time will be reduced accordingly.

To comply with §637, the first forty (40) hours of any paid leave under this contract may be used in one (1)-hour increments, and an employee may use personal leave for any reason. Thereafter, the contractual terms for each leave shall control.

APPENDIX – A. AFSCME Salary Scale

2021-2022			2022-2023			2023-2024		
	Head Cook	Assistant		Head Cook	Assistant		Head Cook	Assistant
0	$17.55	$15.82	0	$18.12	$16.34	0	$18.71	$16.87
1	$18.25	$16.42	1	$18.84	$16.95	1	$19.45	$17.50
2	$18.25	$16.42	2	$18.84	$16.95	2	$19.45	$17.50
3	$18.25	$16.42	3	$18.84	$16.95	3	$19.45	$17.50
4	$18.25	$16.42	4	$18.84	$16.95	4	$19.45	$17.50
5	$19.22	$17.39	5	$19.85	$17.95	5	$20.49	$18.53
6	$19.22	$17.39	6	$19.85	$17.95	6	$20.49	$18.53
7	$19.22	$17.39	7	$19.85	$17.95	7	$20.49	$18.53
8	$19.22	$17.39	8	$19.85	$17.95	8	$20.49	$18.53
9	$19.22	$17.39	9	$19.85	$17.95	9	$20.49	$18.53
10	$20.15	$18.37	10	$20.80	$18.97	10	$21.48	$19.59
11	$20.15	$18.37	11	$20.80	$18.97	11	$21.48	$19.59
12	$20.15	$18.37	12	$20.80	$18.97	12	$21.48	$19.59
13	$20.15	$18.37	13	$20.80	$18.97	13	$21.48	$19.59
14	$20.15	$18.37	14	$20.80	$18.97	14	$21.48	$19.59
15	$21.15	$19.34	15	$21.83	$19.97	15	$22.54	$20.61
16	$21.15	$19.34	16	$21.83	$19.97	16	$22.54	$20.61
17	$21.15	$19.34	17	$21.83	$19.97	17	$22.54	$20.61
18	$21.15	$19.34	18	$21.83	$19.97	18	$22.54	$20.61
19	$21.15	$19.34	19	$21.83	$19.97	19	$22.54	$20.61
20	$22.05	$20.24	20	$22.77	$20.90	20	$23.51	$21.58
	% inc	1.0275%		% inc	1.0325		% inc	1.0325

Once the earned paid leave is exhausted, all time leave will be in accordance with and defined by the relevant Article."

ARTICLE XXIX

TERMINATION

This agreement shall be effective as of July 1, 2021 and shall remain in full force and effective until the 30th day of June 2024. It shall be automatically renewed from year to year, thereafter, unless either party shall notify the other in writing one hundred and twenty (120) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date; this agreement shall remain in full force and be effective during this period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands this 16th day of June, 2021.

For the Union:

For the Employer: