

CONTRACT BETWEEN THE
SANFORD SCHOOL COMMITTEE
AND THE
FOOD SERVICE EMPLOYEES UNIT
OF THE SANFORD FEDERATION OF TEACHERS

July 1, 2018 – June 30, 2021

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PREAMBLE & RECOGNITION

This Agreement entered into by and between the Sanford Federation of Food Service Employees SFT-AFL/CIO also known as the Food Service Employee Unit of the Sanford Federation of Teachers and Paraprofessionals – Local 3711 hereinafter the Federation, and the School Committee of the City of Sanford, Maine hereinafter the Committee.

The Sanford School Committee agrees that the Food Service Employees Unit of the Sanford Federation of Teachers has the right to meet and negotiate in good faith. The committee further agrees not to negotiate with or recognize any other organization other than the Federation for the duration of this agreement.

The Sanford School Committee (Committee) recognizes the Sanford Federation of Teachers, Local 3711, American Federation of Teachers, AFL-CIO (Federation) as the sole and exclusive bargaining agent for the purposes of establishing wages, benefits, hours and all conditions of employment for all Food Service Employees. Excluded from this Agreement are the District Food Service Director, Food Service Administrative Assistant, Food Service Driver and all temporary, seasonal or on call food service employees as defined under 26 MRSA 962. When the term food service employee or simply employee is used herein, it shall apply to all job classifications in the bargaining unit.

ARTICLE I – ZIPPER CLAUSE

This Contract is complete and covers all subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Contract only. No prior Contracts or understandings, oral or written, shall be controlling, or in any way affect the relations between the parties unless and until such agreements and understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Contract. All matters not dealt with herein shall be treated as having been brought up and disposed of and neither the Committee nor the Federation shall be under any obligation to discuss with the other any modifications or additions to this Contract which are to be effective during the term thereof. No change or modification of this Contract shall be binding on either the Committee or the Federation unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE II – FEDERATION RIGHTS

- A. The Federation and its representative shall have the privilege of using the school buildings for meetings subject to the approval of the building principal. Such approval shall not be unreasonably denied.
- B. Federation representatives shall have the right to conduct Federation business on school property, after proper notification to the building principal, provided the representatives do not interfere with the normal activities of the school and not in the presence of students.
- C. The Federation shall have the use of school facilities and equipment at reasonable term, provided that equipment is not otherwise in use, and the Federation supplies its own paper. Any direct cost will be borne by the Federation.

- D. Whenever any representative of the Federation or any employee is mutually scheduled by the parties to participate during work hours in negotiations, grievance proceedings, or any other activity related to the administration of this agreement, s/he shall suffer no loss in pay.
- E. The Committee agrees to make available to the Federation, in response to requests, all available information allowable under law relevant to negotiations and contract administration.
- F. The Federation shall have the right to place material dealing with the proper and legitimate business of the Federation in the e-mail or mailboxes of employees, provided that the materials handed out are not counter to this agreement. Said use shall not violate applicable postal service statutes or regulations.

ARTICLE III – MANAGEMENT RIGHTS

Except as otherwise provided for in this agreement, the Committee shall have, whether exercised or not, all of the rights, powers and authority vested in it by virtue of the statutes of the State of Maine and ordinances of the City of Sanford now or hereafter enacted including but not limited to the right to:

- A. Control the management and administration of the Sanford School Department.
- B. Hire, promote, transfer, retain, layoff and direct the employees within the Sanford School Department.
- C. Issue, modify and enforce rules and regulations that do not violate the terms of this Agreement.
- D. Determine the methods and means by which the Sanford School Department’s operations are to be conducted, as well as to assign hours and responsibilities, consistent with current job descriptions, to its employees.
- E. Exercise control and discretion over the Sanford School Department, its organization and the technology used to perform its work.
- F. Determine the standards of selection for employment and the standards of service to be offered by the Sanford School Department.
- G. Schedule the hours and days of work whether for emergency purposes or not.

Should it be necessary to amend this Contract, the School Committee’s negotiator and the Federation’s negotiators shall meet to attempt to reduce the amendment to writing. Before the amendment is placed in the Contract it shall be subject to the approval of both the School Committee and the Federation.

Should the Committee consider subcontracting, the Committee agrees to meet and consult with and discuss the issue with the Federation. Upon written notification from the Federation, the Committee shall negotiate the impact of subcontracting on employee’s terms and conditions of employment. The Committee will entertain proposals from the Federation that will allow the bargaining unit employees to continue to provide Food Service in the Sanford School Department.

ARTICLE IV – GRIEVANCE PROCEDURE

A “grievance” shall be defined as any dispute arising between the parties as to the meaning, application, or violation of the specific terms of this agreement. “Days” shall mean working days except during school vacation and recesses, when days shall mean Monday through Friday excluding legal holidays. Time limit specified maybe extended by mutual agreement in writing. “Employee” shall mean any food service employee bargaining unit member or the Federation through its representative(s). All grievances shall be submitted on the form available on the school department’s website.

A. Informal Procedure

If employee feels that he/she may have a grievance he/she may first discuss the matter with his/her supervisor or other appropriate administrator in an effort to resolve the problem informally the informal procedure shall not extend beyond ten (10) work days from the time it is initiated unless extended by mutual agreement between the committee and the Federation. If using the informal procedure, the employee shall initiate the informal procedure within five (5) days of the alleged occurrence that precipitated the grievance.

B. Formal Procedure**1. Level One**

- a. If an employee is not satisfied with the disposition of the grievance at the informal procedure or if the employee goes directly to Level One, an employee shall present his/her grievance in writing to the food service director. This shall be done within five (5) working days after the response at the informal procedure.
- b. If the employee opts to not use the informal procedure and go directly to step one employee shall present the grievance in writing within seven (7) days of when the employee or the Federation knew or should have known of the alleged occurrence that precipitated the grievance.
- c. Failure to present the grievance within the above time limits show cause the grievance to be deemed void and will not be subject to this grievance procedure.
- d. The food service director shall, within five (5) days of receipt of the grievance, schedule and hold a meeting with the employee and/or his/her representative(s).
- e. The food service director shall render his/her decision in writing within five (5) days of the meeting and provide a copy to the business administrator.

2. Level Two

- a. If the employee is not satisfied with the disposition of his/her grievance at Level One, within five (5) days after the response at Level One, the employee may request the Federation to submit the grievance in writing to the Superintendent.

- b. The Superintendent shall within five (5) days of receipt of the grievance schedule and hold a meeting with the employee and/or his/her representative(s).
- c. The Superintendent shall render his/her decision in writing within five (5) days of the meeting in writing to the grievant with a copy to the Federation.

3. Level Three

- a. If the employee is not satisfied with the disposition of his/her grievance at Level Two, he/she, within five (5) days of the Level Two decision may submit the grievance to the School Committee.
- b. The Committee shall schedule and hold a hearing with the employee and/or his/her representative(s) within ten (10) days of receipt of the grievance.
- c. The Committee shall render its decision in writing within five (5) days after the hearing in writing to the grievant with a copy to the Federation

4. Level Four

- a. If the Federation is not satisfied with the disposition of the grievance at Level Three, it may within three (3) days submit the grievance to arbitration by notifying the Committee in writing.
- b. Within twenty (20) days of receipt of such notice by the Committee, the parties shall mutually attempt to agree upon the name of an arbitrator. Absent mutual agreement upon an arbitrator, the Federation may, not later than thirty (30) days from receipt of the Committee's decision, request the American Arbitration Association to hear the grievance and to provide a list of arbitrators in accordance with their current Rules of Procedure.
- c. The decisions of the arbitrator shall be final and binding on the parties. The arbitrator shall be without power or authority to add to, subtract from or modify the Contract.
- d. The costs of the services of the Arbitrator shall be borne equally by the Committee and the Federation.
- e. All documents communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- f. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest heretofore referred to in this grievance procedure.
- g. The time limits outlined in this procedure may be extended, in writing, by mutual consent of the two parties.

ARTICLE V – FOOD SERVICE EMPLOYEE RIGHTS

No non-probationary employee shall receive a suspension or discharge without just cause. Employees may receive an oral or written reprimand. Employees may respond to a written reprimand and attach same to the reprimand. The Federation shall be notified of all disciplinary action and a Federation representative may be present when the action is administered. Discipline of an employee will be of a progressive nature: verbal warning, written reprimand, suspension and/or discharge. If an offense is the serious nature as determined by the superintendent or his designee immediate suspension or discharge may ensue.

ARTICLE VI – WORK DAY/WEEK/YEAR

- A. The workday during the school year may range from two (2) hours to seven and one half (7.5) hours per day. The workday during the summer may vary according to the needs of the food service program.
- B. As determined by the needs of the food service program and its director, an employee may be asked to work overtime. Employees working over 40 hours per week will be paid time and one half for the number of hours in excess of 40, except that holidays, sick, personal and bereavement time do not count for the purposes of determining the number of hours worked above 40 hours. All overtime must be pre-approved by the food service director.
- C. Employees interested in working, or being trained to work extra curricular events, shall sign up for such functions at the beginning of the school year, but no later than September 30th of that year. Thereafter such work will be distributed on a rotating basis district wide. Employees who work at school department functions shall be paid their regular hourly rate. Employees who work non-school department functions shall be paid at time and a half.
- D. If an employee is required to work a function outside of his/her scheduled workday, he/she shall be paid a minimum of two (2) hours at regular hourly rate.
- E. All employees are entitled to one lunch per workday. Employees working less than 2.5 hours per day shall eat before or after the duration of his/her shift. Employees who work less than 5 continuous hours per day shall use their 10-minute break to eat lunch. Employees who work 5 or more continuous hours per day are required to use their 30-minute unpaid duty-free lunch break to eat lunch.
- F. In the event school is closed because of inclement weather, the Committee shall make a reasonable effort to notify employees of such cancellation in time to adjust their travel plans. Notification may be via television, radio, website, instant alert, etc.
- G. Employees may be required to work on Saturdays or Sundays if school days, lost due to inclement weather, must be made up thereon.

ARTICLE VII – PROBATIONARY PERIOD

The probationary period for food service employee shall be one (1) year from the date of hire in a permanent position. During this time, the Superintendent or his/her designee may release this person without notice. Temporary and substitute employees are probationary for the duration of their time in

that position. All probationary employees must obtain ServeSafe Certification within one (1) year of hire; failure to do so may result in termination.

ARTICLE VIII – PERSONNEL FILES & EVALUATIONS

Each employee shall be evaluated annually, a copy of which shall be included in his or her personnel file. Employees shall have the right to review contents of their personnel file. With the approval of the employee involved, the Federation may have access to personnel files.

ARTICLE IX – MILEAGE ALLOWANCE

The committee agrees to reimburse employees using private vehicles at the committee’s request at the maximum allowable rate under the Internal Revenue Service (IRS) by submitting a [mileage reimbursement form](#). This would include employees who are required to work at two or more different locations during the day. All expense reimbursements must be submitted within sixty (60) days of incurrence and be supported by documentation and signature of the food service director.

ARTICLE X – LAYOFF AND RECALL

A. Seniority

1. All employees covered by this Agreement with the most senior food service employee will be listed first. Seniority shall be based on the employee’s latest day of hire in the Sanford School Department except that when two or more employees have the same date of hire, the person having worked more hours as a food service employee in the Sanford School Department shall be listed first.
2. Seniority shall be defined as the number of years, months and hours of employment in the district, beginning with the latest date of hire.
3. Seniority shall include all paid and unpaid leaves of absence as set forth in this contract.
4. Date of hire shall be the date on which the employee actually started to work.

B. Layoff

1. Layoff shall mean the discontinuance of employment of any employee as the result of a position elimination for financial or programmatic reasons. In the event of a layoff, layoffs shall first be absorbed through attrition. Attrition means resignation, retirement or termination.
 - a. If attrition does not suffice to cover the layoffs, probationary employees shall be laid off first.
 - b. If further layoffs are necessary, employees shall be released based upon the seniority list described in A.1.
2. Exceptions within the order of layoff as specified in B.1 above (Layoff), when required in individual cases, can be made by the Committee for good and justified causes, in which case,

the following criteria shall be used: classification, training, experience, performance evaluation and certification as a Safe Food handler.

3. An employee who is to be terminated due to a lay off shall receive written notice at least thirty (30) days prior to the effective date of layoff.
4. Employees wishing to terminate employment with the Sanford School Department must give a written fourteen (14) calendar day notice. Kitchen Managers and District Managers must provide thirty (30) calendar days notice.
5. When a reduction in force causes openings in current positions, the filling of these positions will take place as follows:
 - a. All vacant positions will be posted for ten (10) working days to all remaining employees.
 - b. Within those ten (10) days, employees must apply in writing for transfer to these openings.
 - c. Positions will be filled by an interview process by the Committee or its designee(s).
 - d. After the posting and interview of qualified candidates, the remaining displaced Food Service employees will be reassigned, if qualified, to the remaining vacant reduction in force positions.

C. Recall

1. A laid-off employee shall be eligible for recall for twelve (12) months from the effective date of the layoff.
2. Any food service employee who chooses to apply for a vacancy shall be considered for re-employment on the basis of the factors set forth in Section A (1), (2) and (3) above and meets the position qualifications. To be eligible for recall, an employee, within thirty (30) days after the effective date of layoff, shall submit his/her name and address in writing to the Superintendent to be placed on the recall list. Employees on the list shall be recalled by seniority, the most senior first. Notice of recall shall be effective if mailed to the address submitted by the employee with a copy to the Federation. The Superintendent must receive acceptance of recall within ten (10) calendar days after notification of recall is sent. Unless otherwise provided, all notices provided for in this Article must be in writing and sent certified US mail postage prepaid. The recall list shall be exhausted before any new employee is hired.
3. Food service employees re-employed within twelve (12) months of the effective date of layoff shall retain their seniority, wage rate and all benefits accumulated prior to the layoff.
4. The Federation shall be provided with a copy of the recall list. It shall be updated on a monthly basis if changes have been made thereto during the preceding month. If the Federation believes that the order of recall is incorrect, it must notify the Superintendent within ten (10) days of discovery.

ARTICLE XI – HEALTH AND SAFETY

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.
- B. Time lost because of accidents occurring during work time shall not be deducted when computing length of service.

ARTICLE XII – WAGES & ALLOWANCES

- A. The salaries of all food service employees covered by this Contract are set forth in *Schedule A* which is attached hereto and made a part hereof. For the purposes of consolidation and clarity, salaries have been assigned to positions without regard to specific location, but with recognition for years of experience.
 - a. In FY 2018/2019, employees shall receive an increase of 2.25% over the prior year.
 - b. In FY 2019/2020, employees shall receive an increase of 2.25% over the prior year.
 - c. In FY 2020/2021, employees shall receive an increase of 2.0% over the prior year.
- B. Employees with a hire date prior to January 1 of any given year shall receive step advancement as of the next contract year beginning July 1. If the anniversary date falls after January 1, the employee shall wait until the end of the next contract year.
- C. New hires shall be placed on the appropriate step of the wage scale on the attached *Schedule A* based upon their years of experience in a similar food service position.
- D. Employees obtaining the Certified School Nutrition certification will be entitled to an annual stipend as reflected on *Schedule A*. Proof is required before payment will be made and is subject to proration.
- E. All employees shall receive their paycheck through Direct Deposit and the corresponding paystub shall be emailed to employees bi-weekly.
- F. The Committee shall provide four (4) uniform tops to each permanent (school year) employee per year. The uniform tops shall be chosen by the food service program director and paid directly by the Committee.
- G. After the probationary period, the Committee shall reimburse all permanent (school year) employees up to \$125 per fiscal year (July 1 – June 30) for four (4) sets of slacks, skirts or dresses as well as shoes or any other article of clothing or footwear required to be worn by food service employees while on the job. Reimbursement for such expense must include an itemized receipt, method of payment and be submitted within 60 days of purchase.

ARTICLE XIII – VOLUNTARY TRANSFERS, REASSIGNMENTS & SUBSTITUTIONS

- A. The Superintendent shall e-mail to the Federation and make available to the food service employees all known vacancies, including but not limited to transfer and promotional opportunities, as they occur.
- B. All positions shall be posted for five (5) business days prior to being filled and shall be sent to the Federation. Positioning shall delineate the duties of the position, rate of compensation, application process and minimum qualifications for the position.

- C. In filling vacancies, all non-probationary food service employees currently employed by the Committee shall receive preference on a seniority basis, as defined within “Layoff and Recall” above, provided they are qualified for the position.
- D. Should the Committee consider reducing the hours of a bargaining unit position after the position has become vacant, but before it has been filled, the Committee agrees to meet and consult with the Federation. The Committee further agrees to entertain proposals from the Federation that would hinder the need to reduce the hours of the position.
- E. Substitutes shall be hired to fill an absent bargaining unit employee’s entire shift. In the event a substitute is not qualified to assume the duties of the absent employee, another bargaining unit employee will fill the position for the duration of the absence of the employee. Furthermore, if the employee filling in for the absent employee assumes duties in a higher job classification for more than three (3) consecutive days, then he/she shall be paid at the rate applicable to the higher job classification.
- F. Employees may be assigned to work out of their normal category in a temporary position, and if such condition lasts three (3) or more consecutive days, he/she shall be paid at the rate of pay for the temporary position, but no less than their normal pay rate, for the duration of the time in said temporary position.

ARTICLE XIV – PAID LEAVES OF ABSENCE

A. Paid leave time shall be deducted on an hourly basis in increments no smaller than one (1) hour.

B. Holidays

1. The following holidays shall be paid holidays:

- | | |
|------------------------|---------------------------|
| New Year’s Day | Memorial Day |
| Martin Luther King Day | Patriot’s Day |
| Presidents’ Day | Thanksgiving Day |
| Labor Day* | Friday after Thanksgiving |
| Columbus Day | Christmas Day |
| Veterans Day | |

* If an employee begins work the last week of August, then he/she shall be paid for Labor Day.

2. Whenever any of the holidays listed above shall fall on Saturday or Sunday, the preceding Friday or succeeding Monday shall be observed as the holiday, provided school is not in session. If school is in session and the holiday is not observed, the employee shall be paid for the day.

3. To be eligible for holiday pay under this Article, an employee must have worked the last regularly scheduled day before and the first regularly scheduled day after the holiday, unless the employee has taken such days off pursuant to the paid leave of absence language provided herein under Sick or Personal Leave.

C. Sick Leave

1. Sick leave is to be used for illness or injury that prevents an employee from performing his/her duties. An employee may be required to provide the Committee with medical documentation

when using three (3) or more sick days in a pay period to ensure the Department complies with federal and state Family Medical Leave Acts.

2. Any food service employee shall advise the Food Service Manager or designee of the use of any sick leave taken by 5 A.M. of the day of absence for those employees whose shift starts prior to 6 A.M. or 2 hours prior to shift start time for those employees whose shift starts after 6 A.M., where practicable. Employees unable to give such notice shall not be denied use of sick leave.
3. Employees shall be entitled to ten (10) days of sick leave per year credited on July 1 of each year, subject to a maximum accrual of one hundred (100) days. Employees shall have the option of a) payment, or b) carry all unused sick leave over from year-to-year in lieu of payment.
4. Any of the ten (10) unused sick leave days may be paid to the employee at the employees' regular hourly rate and number of hours normally worked in a day. The payment will be made at the end of each school year provided the individual is still in the employment of the Food Service unit of the Sanford School Department at the end of the school year. An employee must have accumulated and maintained no less than thirty (30) sick days before she/he can request payment for unused sick days.
5. The Committee shall provide a written statement for every employee at the beginning of each school year indicating the total number of accumulated sick days. Sick days may be used for disabilities due to pregnancy, child birth, and post-partum recovery provided a physician submits a request in writing stating the specified time needed. In such instances, the employee may not use more sick days than he/she has accumulated.
6. In the event an employee is transferred, promoted or otherwise takes another position in the bargaining unit, s/he shall carry his/her accumulated sick days.
7. Any food service employee who has worked ten (10) consecutive years for the Sanford Public School System and at the same time officially retires under the Maine State Retirement System or the Social Security System, shall be entitled to receive Five Dollars and Seventy Cents (\$5.70) per hour of unused sick leave while employed by the Sanford School Department to a maximum of 50% of the total accumulation allowed under this Article, "Paid Leaves of Absence, C. Sick Leave, 3."
8. Any food service employee who has completed the following continuous years of service and who does not officially retire under the Maine State Retirement System or the Social Security System, shall be entitled to be paid unused sick leave, should that person resign, as follows:
 - a. After 10 years of service, 30% of the accumulation under this Article "Paid Leaves of Absence, C. Sick Leave, 3." at \$5.70 per hour.
 - b. After 15-19 years of service, 40% of the accumulation under Article "Paid Leaves of Absence, C. Sick Leave, 3." at \$5.70 per hour.
 - c. After 20+ years of service, 50% of the accumulation under Article "Paid Leaves of Absence, C. Sick Leave, 3." at \$5.70 per hour.

D. Personal Leave

1. Employees shall be entitled to two (2) days leave of absence for personal business and such leave must be approved by the Superintendent or designee for any of the reasons set forth below:
 - a. Medical appointment
 - b. Legal business
 - c. Wedding of children or graduation of spouse or children
 - d. Birth of child for father
 - e. Family emergency
 - f. Personal business that cannot be scheduled another time
 - g. Attendance/participation at an activity of the employee's child or attendance at the employee's child's school
 - h. Observance of a bona fide religious holiday
2. Personal days are not intended to be used for matters relating to recreation or secondary employment.
3. Personal days may not be used to start or extend a vacation period, subject to the Superintendent's reservation of right to grant exceptions as may be warranted.
4. Notification in writing must be given to the direct supervisor or appropriate building principal forty-eight (48) hours before taking such leave day(s). In emergency situations, notification shall be given as soon as possible.
5. Any of the two (2) personal days that are not used will be converted to and accumulated as sick leave to the maximum allowed.

E. Bereavement Leave

- a. After the probationary period, an employees shall be entitled to up to five (5) days of bereavement leave with pay in the event of the death of his/her spouse, child (including step or foster children), parents (including step, foster parents or in-laws), siblings, grandparents or grandchild.
 - b. Upon approval of the Superintendent or designee, additional days may be granted and payment for that will be deducted from sick leave.
- F. In the event of a school closing on a day the employee had otherwise been scheduled to use a sick, personal or bereavement day, such employee shall not be charged with having used that day.
- G. Time, as provided by Maine Statute, will be granted for persons called into temporary active duty of any unit of the U.S. Reserves, the Maine National Guard, or the Maine State Guard, provided such obligations cannot be fulfilled on days when school is not in session. Employees shall be paid the net difference between his/her regular pay and that which s/he receives from the State or Federal government.
- H. Time required for appearance in any legal proceeding if the employee is required by law to attend if work related, or by subpoena if not work related, shall be compensated at the employee's regular rate of pay. The subpoena or other legal document directing the employee to appear shall be provided to the Superintendent or designee.
- I. All employees shall be excused from work and given the time necessary if they are required by law to respond to a jury summons or serve as a juror, and shall be paid the difference between their regular rate of pay and jury duty pay. Employees shall promptly notify the Superintendent

or designee upon receipt of such notice to serve and shall return to work promptly following completion or dismissal from jury duty.

ARTICLE XV – UNPAID LEAVES OF ABSENCE

A. Unpaid Leaves of Absence

1. For non-probationary employees, the Superintendent may, upon request, grant unpaid leaves of absence for personal, study/career advancement or child/family care reasons for a period not to exceed six (6) months. Such requests shall not be unreasonably denied. Reasons for denial shall be provided in writing. The employee may appeal the decision of the Superintendent to the Committee. The decision of the Committee shall be final.
2. The employee must make written request for any such leave to the Superintendent or designee at least one (1) month in advance of the date the leave is to begin where practicable.
3. Effort shall be made to reinstate the employee, upon return from such leave, to the position s/he held before having taken the leave. In the event it is impossible to return the employee to his/her original position, s/he shall be placed in a same or similar position provided s/he meets position qualifications.
4. Employees on unpaid leaves shall be allowed to participate in group insurance plans at their own expense provided the carrier so allows, and the employee submits payment to the Committee before the first of each month. Employees who fail to pay shall be dropped from the group.

ARTICLE XVI – PROFESSIONAL DEVELOPMENT

- A. At the discretion and approval of the Superintendent or designee, educational and training opportunities may be offered to food service employees through the School Department or through outside sources. Employees will be eligible for full or partial reimbursement for costs incurred regarding such opportunities as determined by the Superintendent or designee, in advance of the training. The Committee shall continue its practice of allowing employees to attend courses or workshops offered through staff development, providing the funds are available.
- B. The Committee agrees to pay the fee for courses, workshops or conferences the Committee requires the employee to take or attend. Employees shall be fully reimbursed for other expenses including but not limited to the cost of mileage, meals and/or accommodations with prior approval.
- C. In order to be eligible for reimbursement, the course, conference or workshop must have the prior approval of the Superintendent by submitting a [Course Approval and Reimbursement Form](#). Approval shall be based on whether the program is directly related to the duties to be performed by the food service employee. The decision of the Superintendent shall be final.
- D. The Committee also agrees to pay for the cost of certification / re-certification fees for food service employees which are directly related to the job function he/she performs. For ServeSafe

Certification, the Committee will provide funding for up to two (2) attempts to pass the exam; all ServeSafe exam fees in excess of two will be borne by the employee.

ARTICLE XVII – INSURANCE PROTECTION

A. All food service employees shall be covered by Worker’s Compensation Insurance, at the sole expense of the Committee, to provide benefits, as prescribed by Maine law, to employees injured in the course of employment. During any non-compensated waiting period, employees may elect to use available sick leave benefits; thereafter, worker’s compensation benefits received shall be exclusive.

B. Medical Insurance

1. Employees regularly scheduled to work 25 hours or more per week shall be eligible for health insurance.
2. The Committee agrees to provide single, two-person, adult with child/children, and full family health insurance coverage (excluding domestic partners) with benefit and service levels that are at least comparable to the Harvard Pilgrim HMO 2 Plan. The Committee will pay the cost of premiums for such coverage as follows, based upon when the employee first elected *uninterrupted* health insurance:

<u>Coverage</u>	<u>Electing Insurance Before 7/1/09</u>	<u>Electing Insurance After 7/1/09</u>
Single	75%	75%
2-Adult	60%	50%
Adult w/Child(ren)	60%	50%
Family	60%	50%

3. An employee may select another Harvard Pilgrim Plan such as POS or HMO3 (PPO if out of the HP service area) provided nevertheless that the Committee’s contribution obligation shall not exceed its dollar premium contribution under the Harvard Pilgrim HMO 2 Plan. If an employee selects the POS or HMO3 plan, the employee shall pay the difference in the monthly premium cost.
4. The employee’s premium co-payment shall be on a pre-tax basis, and may be paid over ten (10) or twelve (12) months.
5. Employees who do not elect such coverage on an annual basis, will receive an annual allowance of five hundred dollars (\$500). This allowance will be paid in two semiannual installments, mid-year and at the end of the school year provided the employee is still employed by the Committee and has not received insurance benefits from the school during that period. Payment of this allowance is contingent upon the employee providing the Committee with proof of other employer group-sponsored health insurance.
6. If both spouses are employees of Sanford and eligible for health insurance, and one employee declines such health insurance coverage, the Committee will pay one hundred percent (100%) of the cost of HMO3 premiums for a single, two person, adult with child or family plan for the subscriber spouse electing coverage. If an employee selects a plan other than HMO3, he/she shall be responsible for paying the difference in premium. The dependent spouse will not be eligible for the annual allowance in (5) above.

7. Employees, at their option, may purchase dental and life insurance offered by the Committee at current group rates by payroll deduction.
8. Notwithstanding the provisions of this Article XVII – Insurance Protection, the following provisions shall be implemented:
 - a. Upon notification from the School Committee’s health insurance carrier that its insurance program will no longer be available, the Federation and the School Committee negotiators shall meet within ten (10) days to make a good faith effort to obtain another health insurance carrier.
 - b. If another health insurance program is obtained by the School Committee, the School Committee shall pay the same dollar amounts for monthly premiums as paid under the previous health plan until such time as the parties have negotiated a change, or, if the parties have not been able to negotiate a change and the Agreement has expired, the Board will pay the same dollar amount for monthly premiums as paid under the previous health plan plus up to ten (10) percent, while the parties continue to bargain.
 - c. If by the expiration date of the existing health insurance program, the School Committee and the Federation are unsuccessful in obtaining another health insurance program, the School Committee shall pay its share of the existing monthly premium to any participating employee and the payment shall continue until negotiated otherwise.

ARTICLE XVIII – DUES CHECK-OFF

- A. The Committee agrees to deduct, once each pay period, dues from the pay of those employees who individually request that such deductions be made by completing the [AFT Dues Withdrawal Form](#). The amounts to be deducted shall be certified to the committee by the Treasurer of the Federation, and the aggregated deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by the first of the succeeding month, after such deductions are made.
- B. The Federation will hold the Committee harmless from any disputes between the Federation and its members relative to the deduction of dues or the employer’s failure to deduct dues.

ARTICLE XIX – MISCELLANEOUS PROVISIONS

- A. This Agreement incorporates the entire understanding on all matters that were the subject of negotiations. During the life of this Agreement, neither party shall be required to negotiate, unless they agree otherwise, with respect to any matter covered by this Agreement. The parties will otherwise negotiate consistent with the requirements of the statutes of the State of Maine.
- B. In the event that any provision of this Agreement is found to be in conflict with any state, federal, or other applicable laws, such law(s) shall prevail and such provisions of the agreement shall be considered invalid and void. Such invalidity shall not affect the validity of the remaining provisions of this Agreement that shall remain in full force and effect.

ARTICLE XX – DURATION OF CONTRACT

This contract shall take effect on July 1, 2018 and continue in full force and effect until June 30, 2021.

SANFORD SCHOOL COMMITTEE

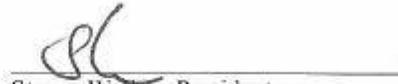


John W. Roux, Chairperson



David N. Theoharides,
Superintendent of Schools

SANFORD FEDERATION OF TEACHERS



Steven Walker, President,
SFT – Food Service Unit

SFT Negotiations Team

Steven Walker, SFT President
Nicholas Ericson, SFT Secretary
Linda Stone, Food Service Unit Member
Jane Bougie, Food Service Unit Member
Patricia Adams, Food Service Unit Member

School Department Negotiations Team's

John W. Roux, School Committee – Chair
Jonathan Mapes, School Committee – Member
Matthew Nelson, Assistant Superintendent
Gwen Bedell, Business Administrator

SCHEDULE A – HOURLY WAGE SCALE

Positions & Years Experience	2018-2019 2.25% Increase	2019-2020 2.25% Increase	2020-2021 2.0% Increase
Sub Rate	\$11.00	\$12.00	\$12.00*
Experienced Sub**	\$12.00	\$13.00	\$13.00
District Manager 0-10 Years	\$18.97	\$19.40	\$19.79
District Manager 11+ Years	\$19.50	\$19.94	\$20.34
Kitchen Manager / 1 st Cook 0-10 Years	\$15.66	\$16.01	\$16.33
Kitchen Manager / 1 st Cook 11+ Years	\$16.29	\$16.66	\$16.99
2 nd Cook / Person in Charge @ Laf 0-10 Years	\$14.61	\$14.94	\$15.24
2 nd Cook / Person in Charge @ Laf 11+ Years	\$15.15	\$15.49	\$15.80
Kitchen Personnel 0-10 Years	\$13.63	\$13.94	\$14.22
Kitchen Personnel 11+ Years	\$14.19	\$14.51	\$14.80
Stipend for School Nutrition Association Certification***	\$250.00 per year		

Notes:

* Subject to change as may be required to comply with Minimum Wage laws.

** An Experienced Sub is one who has current ServeSafe Certification.

*** Employees who can show proof of current School Nutrition Association Certification shall be entitled to an annual Stipend, which will be prorated for employees hired after July 1st. Payment is made at the end of the fiscal year.