

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**RSU #10 BOARD OF DIRECTORS**

**AND**

**COUNCIL 93, AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO  
RSU #10  
NUTRITION SERVICE WORKERS**

**JULY 1, 2021 - JUNE 30, 2024**

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- D. Upon signing of this agreement, and yearly thereafter, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employee's legal name, home address, phone number, personal email, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email address and work phone number. The Employer shall also electronically transmit a list of new hires, any terminated, or transferred employees within one month of the event.

### **ARTICLE 3 - HOURS OF WORK**

- A. The regular hours of work each day shall be consecutive as scheduled by the Director of Nutrition Services.
- B. The normal work week shall consist of five (5) consecutive days, Monday through Friday. The normal work year is defined as the number of days students are in attendance as well as four (4) additional days for Production Managers and persons in charge and three (3) additional days for Nutrition Workers at regular pay. Said additional days shall be scheduled by the Director of Nutrition Services, at least ten (10) days prior to the beginning of the school year.
- C. Each employee shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and ending time.
- D. When an employee is absent, every effort will be made to make sure the full shift is filled by a spare.
- E. The work day will be the daily hours an individual is assigned on a weekly basis.

### **ARTICLE 4 – EXTRA WORK/OVERTIME**

- A. The rate of one and one-half (1½) times the employee's hourly rate shall be paid for all hours worked in excess of forty (40) hours in any one week. No employee shall be required to work on a Saturday, Sunday or holiday unless such is a scheduled school day except as provided for in this Agreement. In computing overtime pay, only hours actually worked will be counted.
- B. Extra/overtime work is defined as work outside an employee's regularly scheduled workday or workweek, the additional time worked by employees will be considered extra work. Such extra work may or may not involve overtime pay.
- C. If an event requiring extra work is scheduled to occur during the school day (grandparent day, Thanksgiving meal, etc.), the extra work will be performed by the employees scheduled to work in that building on the day of the event. If an event (school board meetings, afterschool workshops, etc.) requiring extra work is scheduled to occur outside of the school day, the extra/overtime work shall be distributed on a rotation basis among all of the qualified employees who have individually signed up for extra work. At the beginning of the school year, the Director of Nutrition Services shall establish a list of employees interested in

## **PREAMBLE**

This Agreement is entered into by the Regional School Unit #10 School Board, hereinafter referred to as the Board, and AFSCME Council #93 Local 2010-05, hereinafter referred to as the Union; for the purpose of promoting harmonious relations between the Board and its Employees, the establishment of rates of pay, hours of work, and other conditions of employment, and the establishment of an equitable and peaceful procedure for the resolution of differences.

## **ARTICLE 1 - RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all part time(29 or less hours) and full time employees(30+ hours) in the job classifications of Production Manager, Person in Charge (PIC) and Nutrition Service Worker who have been employed by the Board for six months or more and as further defined by 26 M.R.S.A. §962(6), hereinafter referred to as "employees," excluding the Director of Nutrition Services.

## **ARTICLE 2 – DUES & DEDUCTIONS**

- A. The Board agrees to deduct Union membership dues each payday from the pay of those employees who individually and voluntarily request in writing that such deduction be made. The amount to be deducted shall be certified to the Superintendent of Schools by the Treasurer of the Union. 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. Employees may resign their membership during the month of June in the year the contract expires by providing written notice to the Union and to RSU #10's Business Manager.

Employees who refrain from joining the union shall sign a non-member waiver form:

- B. The Union shall indemnify, defend and hold the Board harmless against any claims made or against suits brought against the Board or the municipality on account of payroll deduction of said dues or service fee. The Union agrees to refund to the Board any amount paid to it in error on account of payroll deduction provision upon presentation of proper evidence thereof.
- C. RSU #10 agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving a written notice to both the employer and the union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by remittance.

extra/overtime work. The list shall be arranged by seniority, beginning with the name of the most senior employee. The opportunity for extra work/overtime shall be on a rotating basis beginning with the senior employee and moving down the list. The rotation shall be a continuous process. Any refusal of extra time shall be charged to the employee. If all employees refuse said extra work, the Director of Nutrition Services may offer the extra/overtime work to a spare.

- D. Employees may opt to be on the list for extra/overtime work or taken off the list by notifying the Director of Nutrition Services at any time.

### **ARTICLE 5 - REST PERIODS**

All employees who are regularly scheduled or assigned to work four (4) hours or more per day shall be granted a fifteen (15) minute rest period during the first half of each regular work day as designated by the supervisor. Employees may not leave the premises during any break without supervisor approval.

### **ARTICLE 6 - LUNCH PERIODS**

Each employee who is regularly scheduled or assigned to work four (4) hours or more per day shall receive the lunch provided by RSU #10 at no cost to the employee and be granted a twenty (20) minute lunch period with no loss of pay. Each employee who is regularly scheduled or assigned to work less than (4) hours per day may elect an unpaid lunch period and is eligible to receive the lunch provided by RSU #10 at no cost to the employee. Employees may not leave the premises during any break without supervisor approval.

### **ARTICLE 7 – LEAVE WITH PAY**

- A. Employees will receive ten (10) days accrued at their normally scheduled day, per year for paid leave. These days will be made available July 1<sup>st</sup> of the new school year. Employees may accumulate unused leave up to one hundred thirty-five (135) days. Leave is intended to be used for personal sickness, personal time, or to care for a sick family member. Leave may be used for other reasons with approval of the Superintendent of Schools.

Employees who use fewer than 2 sick days per year may request to be paid out of his/her unused, accumulated sick days as follows: if only one (1) sick day is used, the employee may “cash in” one sick day and if no sick days are used, the employee may “cash in” two (2) sick days. A new employee must be an employee on record as of July 1<sup>st</sup> in order to be entitled to this buyout from accumulated sick leave.

- B. Bereavement Leave

Three (3) days in the event of the death of a spouse, child, mother, father, guardian, mother-in-law, father-in-law, brother and sister of the employee, stepmother, stepfather, stepchildren, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, aunt or uncle. Additional days may be granted by the Superintendent of Schools.

C. Jury Duty Leave

Employees shall be granted leave time to serve on jury duty. Employees shall return to their work assignment if released from jury duty during the employee's normal work day.

D. Sick Leave with Pay Bank

1. The purpose of the sick leave bank is to provide income protection for Nutrition Workers who, because of prolonged illness, have exhausted their accumulated leave with pay benefits and are unable to return to work including the performance of alternative work assignments.
2. The bank will be administered by a continuing committee composed of the Superintendent, a member of the Board of Directors, and two (2) Nutrition Workers designated by the Union. The consensus of the committee shall be required for any days to be granted. The committee shall report to the Board, the Union and the employees annually, indicating the use of the sick leave bank. The committee may submit recommendations for modification to the operation of the sick leave bank to the Board and the Union. If the recommendations are ratified by the Board and the Union, the recommendations shall be implemented.
3. Whenever the sick leave bank is drawn down to fifty (50) days or less, each member of the bargaining unit shall contribute one (1) day of his/her accumulated leave with pay to the sick leave bank. If more than fifty (50) days exist, no Nutrition Workers will contribute any days to the sick leave bank. The Superintendent shall certify to the Union the number of days placed into the bank on an annual basis. The exception to this requirement is that a newly hired employee may elect to participate in the bank after the beginning of the year provided, he/she provides written notice to the Superintendent within ten (10) calendar days of his/her first day of employment. Only Nutrition Workers who have contributed are eligible to use the sick leave bank.
4. A part-time employee may make a pro rata deposit of leave with pay days to the bank and, if a request is granted, shall receive pro rata benefits.
5. The maximum amount of leave with pay days in the sick leave bank shall not exceed one hundred (100) days.
6. Use of the sick leave bank:
  - a. An employee will be able to withdraw from the bank only after her/his own leave with pay accumulation has been depleted.
  - b. In order to be approved for any sick leave bank days, an employee must submit written verification from her/his attending physician that she/he is unable to work, with such detail as may be required by the committee. The committee shall have the authority to request and receive a second opinion from another physician or to receive other written verification(s) from the employee's physician at any time as

a condition of sick leave bank usage. Any cost for the second opinion shall be borne by the employee.

7. Individual Nutrition Workers may not donate leave with pay days to any other members of this bargaining unit or any other bargaining unit with RSU #10 in lieu of an employee using the sick leave bank.

## **ARTICLE 8 – TEMPORARY LEAVES OF ABSENCE**

- A. Employees shall not forfeit any seniority rights during absence due to sickness or disability for a thirty (30) working day period beyond their accumulated leave with pay and provisions of the federal and state Family Medical Leave Act. An employee who remains unable to perform the duties of his/her employment may request unpaid extended leave beyond that thirty (30) day period, and such unpaid extended leave may be granted at the sole discretion of the Board. Upon the expiration of accumulated leave with pay and the Family and Medical Leave Act requirements, an employee may continue insurance coverage at his/her own expense during that thirty (30) day period or extended leave period if extended leave has been granted by the Board.
- B. Employees on a paid leave of absence shall continue to accrue all benefits provided in this Agreement. Employees on an unpaid leave of absence longer than thirty (30) working days shall not accrue any benefits while on such leave, but shall not lose any accrued benefits upon return to work.

### C. Workers' Compensation

#### Work Related Illness or Injury

1. Employees injured while on duty must, unless physically unable to do so, notify their immediate supervisor before the end of their work shift and complete all injury forms and reports provided. Employees injured and unable to complete their assigned shift shall receive full pay for that shift.
2. When an employee is injured on duty, he may use accumulated sick leave and vacation time pending payment of Workers' Compensation. Workers' Compensation benefits are paid based on the average weekly wage at the time of the injury and the employee's federal dependent filing status (approximately 80% after tax Workers' Compensation Board formula) paid by the Workers' Compensation carrier. All injury compensation claims shall be paid in accordance with existing Workers' Compensation provisions except as otherwise specified in this section.
3. In addition to pay received from Workers' Compensation, the employer will use a proportional amount of paid leave to make up any difference between the employees' regular pay and what is received through Worker's Compensation. Under no circumstances will the payment exceed one hundred percent (100%) of an employee's regular pay. The Employer shall continue payments for medical insurance premiums while an employee is on leave for a Workers' Compensation injury. The Employer will determine if such leave qualifies for Family Medical Leave.

D. Return to Work Program

1. The District may terminate any ill or injured employee:
  - a. who refuses to participate in a Return-to-Work Program despite having received medical clearance to do so;
  - b. who has failed to return to his/her regular work position, modified or otherwise, for a period of twelve (12) months from the date of injury or illness (including participation in the Return-to-Work Program); or
  - c. upon written certification from the employee's attending physician that there no longer exists an expectation that the employee will be able to return to his/her regular position. Such termination shall not be considered disciplinary in any way.
2. The employee will receive at least a thirty (30) calendar day notice of the district's intention to terminate the employee, except in any instance in which an employee refuses despite medical clearance to participate in the Return-to-Work Program.
3. If the employee becomes capable of performing the job duties of the job classification within twelve (12) months from the termination date and if the position is vacant, the employee shall have first refusal to said position. If that job classification is filled, unfunded, or no longer exists, then the employee shall be entitled to be placed in a vacant position within the District for which the employee is qualified.

**ARTICLE 9 -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 certifications for all employees, who currently hold certifications as of July 1, 2018 and those who are required to have the certifications.

**ARTICLE 10 - HOLIDAYS**

- A. The following days shall be recognized and observed as paid holidays for employees:
- |                         |                      |
|-------------------------|----------------------|
| Labor Day               | Day Before Christmas |
| Indigenous Peoples' Day | Christmas Day        |



1. Any bargaining unit member covered by this Agreement may elect at the beginning of each year, not later than June 15th, not to participate in the RSUs health insurance plan, provided he/she documents in writing that he/she is otherwise covered. As a result of the bargaining unit member's decision to elect no coverage, he/she will receive reimbursement of \$4,500 cash in lieu. This amount will be prorated for Part-Time employees (20-29 hours) from the Board. Any such reimbursement under this provision is taxable income and shall be paid to the bargaining unit member as an addition to her/his paycheck. Payment will be included as part of the pay averaging payroll. Payment of cash-in-lieu will not be made until Proof of Insurance is provided.
  2. Any employee may elect this option on an annual basis, provided that such an election may not thereafter be changed during the course of a year covered by this Agreement except as permitted by Internal Revenue Service regulations, such as a change in marital status, birth of a child, or loss of insurance coverage. It is further understood once an employee has chosen to take insurance or cash in-lieu, that choice will remain in effect until the employee notifies the Superintendent of Schools in writing of his/her decision to make a change. Any change must be made in writing prior to June 15th unless approved by the Superintendent.
  3. If family members, on the same plan, both/all work for the district, they will receive 100% of their health insurance paid by the district instead of Cash-In-Lieu.
- C. Each member of the bargaining unit scheduled to work a minimum of 30 hours per week, the R.S.U. will pay 100% of the Delta Dental Plan 4 coverage for a single subscriber or an equivalent. Each member of the bargaining unit scheduled to work a minimum of 20-29 hours per week will be pro-rated for this benefit, and 19 or less hours per week will have no benefit. Members of the bargaining unit may add family members to their coverage at their own expense.

## **ARTICLE 12 - WAGES**

- A. The employee will have the option of being pay-averaged in a 22 or 26 week pay cycle. The wages are as attached in Appendix A.
- B. An employee who, during the period commencing with the signing of this Agreement and extending through the term of the Agreement, performs work in a higher classification than such employee's regular classification, shall be paid at the rate of that higher classification provided the employee has been assigned by the supervisor to work in the higher classification and provided such pay shall not be made unless the employee works his/her shift in the higher classification. If the employee is requested to work in a lower classification, the employee shall be paid his/her regular hourly rate of pay.
- C. Special events shall be interpreted to mean nutrition service work that is in addition to the normal (RSU #10) work day. The employees shall be paid at the employee's time and one-half (1 ½) hourly rate for these events.

Veteran's Day                      New Year's Day  
 Thanksgiving Day                      Martin Luther King Jr. Day  
 Day After Thanksgiving                      Memorial Day

- B. To be eligible for the holiday pay, the employee must have worked the last scheduled day before the holiday and the first scheduled day after the holiday unless excused by the Superintendent.

**ARTICLE 11 - MEDICAL INSURANCE**

- A. Based on the chart below, the District agrees to contribute the dollar amount (based on the cost of Choice Plus coverage) to, for all eligible employees, the cost of premiums for a comprehensive group health insurance plan, provided that the District's contribution amount shall not exceed the actual cost of premiums for any given plan. The employees may select from MEABT plans (Choice Plus, Standard, Standard 1000, or Standard 500) and shall be responsible for any premium cost that exceeds the District's contribution amount. If the Board considers a change in the plan the Board agrees to meet and consult in negotiating a comparable plan.

<b>2021-2022</b>			<b>** Part-Time prorated</b>
	Single Choice Plus - 90%		
	2 Adults Choice Plus - 80%		Full-Time = 30+ Hours
	Adult w/Child Choice Plus - 80%	**	Part-Time = 20-29 Hours
	Family Choice Plus - 80%		No Benefits = 0-19 Hours
<b>2012-2023</b>			<b>** Part-Time prorated</b>
	Single Choice Plus - 90%		
	2 Adults Choice Plus - 80%		Full-Time = 30+ Hours
	Adult w/Child Choice Plus - 80%	**	Part-Time = 20-29 Hours
	Family Choice Plus - 80%		No Benefits = 0-19 Hours
-	-		
-			
<b>2023-2024</b>			<b>** Part-Time prorated</b>
	Single Choice Plus - 90%		
	2 Adults Choice Plus - 80%		Full-Time = 30+ Hours
	Adult w/Child Choice Plus - 80%	**	Part-Time = 20-29 Hours
	Family Choice Plus - 80%		No Benefits = 0-19 Hours

- B. Cash-in-lieu

- D. Employees who are asked to supervise operations and/or the usage of nutrition facilities for outside groups using school facilities shall be paid a minimum of three (3) hours at the rate of time and a half.

### **ARTICLE 13 - SENIORITY**

- A. The Board shall establish a seniority list and it shall be brought up-to-date on November 1 of each year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) calendar days, and a copy shall be sent to the Secretary of the Union. Any objections to the seniority list as posted must be reported to both the Board and the Union within ten (10) calendar days from the date posted or it shall stand as accepted. Date of permanent hire in RSU 10 includes when they were hired in the former MSAD 21, 39 or 43 as long as there was no break in service. Employees hired on the same date shall flip a coin to determine the employee who will be listed first thus having more seniority.
- B. Seniority shall mean length of continuous service, based upon the employee's last date of permanent hire. Seniority within the job classification (Production Manager, person in charge, or Nutrition Worker) shall be the governing factor in all matters affecting layoffs, recall, work-shift assignments, job bids and overtime (except as provided in Article 4). In the event it becomes necessary to reduce the workforce, for any reason, the employee with the least seniority in the job classification shall be laid off first. Any employee laid off within a job classification may replace ("bump") any employee with less seniority in the same or lower job classification, provided the "bumping" employee meets the qualifications for the job. Full time employees shall not be required to bump into a part time position, but may elect to do so. An employee must exercise his/her bumping option within five (5) work days after receiving the written layoff notice. An employee shall receive at least a two (2) week written notice of layoff, except in an emergency. An emergency shall be defined as a combination of unforeseen circumstances that calls for immediate action.
- C. Employees shall be recalled in inverse order of layoff, based on seniority. Non-probationary employees shall be recalled to any position they are qualified for within the bargaining unit, regardless of job classification. Employees shall remain on the recall list for a period of twenty-four (24) calendar months from the effective date of the layoff. Notice of recall shall be made to the employee by certified mail, return receipt requested, to the employee's last known address. It shall be the responsibility of the employee to keep the Superintendent's office informed of his/her correct and latest address. If the recalled employee cannot begin work within fifteen (15) working days of receipt of notice of recall, his/her name shall be removed from the recall list. Employees who are recalled or bumped into a new position shall be given any necessary training and reasonable time to acquire new skills and/or acclimate to the position.

### **ARTICLE 14 - VACANCIES**

- A. Whenever a job opening occurs for a position within the bargaining unit, the Director will request to have the position posted by the Superintendent internally and externally within ten (10) business days of the opening. Every effort shall be made to fill the position as quickly as possible, however the position must not be filled with substitutes or spares for more than (30) calendar days after a job posting if qualified candidates or current employees are available for assignment. If a qualified person cannot be found, the position will be reposted. Such

posting shall be accomplished by placing notices on bulletin boards where employee notices are usually posted or by-written notice to each employee or notification by school email. All postings shall include the job title, work site, and hours of work.

When a vacancy occurs, any employee in the bargaining unit may “bid” for consideration for any/all vacancies. Bids shall be in writing or by email to the Superintendent or designee and shall be accepted during the period of internal and external posting.

Management shall make a diligent effort to fill the opening from within the bargaining unit.

After all bids have been received, the employee with the greatest seniority shall be given the first opportunity to fill the vacancy, providing the employee is qualified. If such employee does not avail him/herself of the opportunity, or does not have the qualifications for the position, then the position shall be offered to the next senior person. In the event that an employee is selected and retained by the Board in said vacancy for a period of twenty (20) working days, the employee shall be considered qualified and allocated to said job. Employees who are selected to fill a vacancy shall have a period of twenty (20) days in which to return to their former position without loss of seniority and at their previous rate of pay.

- B. Employees receiving promotions shall have a period of twenty (20) working days in which to request being returned to their former positions without loss of seniority. If the District determines within these twenty (20) works day period that the promoted employee is not satisfactorily performing the duties of the position, the employee shall be returned to his/her former position without loss of seniority.
- C. Employees shall be notified of any change of assignment for the new school year as soon as possible before the end of the current school year. Employees shall receive a copy of his/her job description and work rules.

#### **ARTICLE 15 - NOTIFICATION OF NO WORK**

- A. The District will make a reasonable attempt, such as via television, radio, AlertNow and/or telephone to notify all employees if there is to be no work because of weather or other emergency.
- B. Any employee who reports for work at the regular starting time, but in no event earlier than ten (10) minutes before the regular starting time, and who was not notified at home that there was not work available, shall be paid a two (2) hour reporting time. In order to receive reporting time, the employee must have a phone.

#### **ARTICLE 16 – INVESTIGATION, DISCIPLINE, AND DISCHARGE**

The Board may discipline, suspend with or without pay, and/or discharge an employee who has completed the probationary period only for just cause, which includes use of progressive discipline.

If the Superintendent/Director has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee, including in the presence of other employees or the public.

1. Should it become necessary to conduct an investigation into any alleged misconduct against an employee concerning any matter which could adversely affect the continuation of that employee in his/her position, salary, or increments pertaining thereto, or any matter which could lead to disciplinary action, the employee shall be advised an investigation is being conducted. The employee shall also be told the nature of the investigation as specifically as possible without jeopardizing the investigation. Before the employee being investigated is questioned as part of that investigation, the employee shall be given prior written notice that an investigatory meeting will be taking place and that the employee is entitled to have a representative present during such an investigatory meeting. Other employees questioned as part of the investigation are not entitled to the same information as the employee being investigated. A request for a reasonable continuance shall be granted if a representative is not available. The investigation will be conducted by the Superintendent or his/her designee, provided, however, the designee may not be a member of the Board.
2. At the conclusion of the investigation, the employee and the Union representative that accompanied him/her at the investigatory meeting will be informed of the results of such investigation in writing. If the results of the investigation show the allegations are unfounded, such will be noted in the investigation record. If the results of the investigation show the allegations are proven, the employee and his/her Union representative shall be so advised in writing and provided a copy of all pertinent information used.
3. Before disciplinary action is imposed, the administrator taking such discipline shall afford the employee the opportunity to rebut the findings against him/her. Such meeting shall be mutually scheduled and must take place not more than ten (10) working days after receipt of the finding.

Disagreement over any disciplinary action may be processed as a grievance through the regular grievance procedure. All disciplinary actions less than suspension may be removed from an employee's personnel file after twelve (12) months provided there is no recurrence of the issue or behavior which gave rise to the discipline.

### **ARTICLE 17 - PERSONNEL FILES**

The Board shall maintain one (1) personnel file for each employee in accordance with 20-A MRSA §§ 6101 and 6102. The file shall be kept under conditions that ensure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the employee, written evaluations and other appropriate material relating to the employee's employment.

1. An employee shall be given a copy of all evaluations and any detrimental material prior to its being placed in the file. An employee shall also have the right to submit a written answer to any materials placed in the file within thirty (30) days. Anonymous, unattributed or inappropriate material shall not be placed in the file.
2. An employee shall have the right to examine his/her file in the presence of the Superintendent, his/her designee, or appropriate administrative personnel, during the normal business hours of the office in which the file is kept and within twenty-four

(24) hours of the request. Upon request, an employee may obtain copies of any material in the personnel file without cost.

## **ARTICLE 18 – GRIEVANCE PROCEDURE**

### **A. Purpose**

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which from time to time may arise affecting the terms and conditions of the Agreement.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given the opportunity to be present at such adjustment and to state its views.

### **B. Definitions**

1. A grievance shall mean a dispute between the parties as to the meaning or application of the specific terms of the collective bargaining agreement.
2. An aggrieved person is the person(s) making a claim of an alleged grievance.
3. A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Days shall mean school days except during vacations, when days shall mean working days, Monday through Friday, excluding holidays.

### **C. Time Limits**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified can only be extended by written mutual agreement.

### **D. Informal Procedure**

1. If a person feels he/she may have a grievance, he/she must first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally. Such discussion must be initiated within ten (10) days of the event or first reasonable knowledge thereof that caused the grievance. At this time, and all succeeding times, the aggrieved person may have assistance and counsel from the Union.

2. Any party in interest may be represented by a person of his/her own choosing. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the procedure.

E. Formal Procedure

1. Level One - Immediate appropriate Supervisor/Administrator
  - a. If an aggrieved person is not satisfied with the outcome of the informal procedure, he/she may within ten (10) days of such informal meeting under D.1. above, or within twenty (20) days of the occurrence of the events giving rise to the grievance or first reasonable knowledge thereof, present his/her claim as a formal grievance in writing to his/her supervisor/administrator.
  - b. The supervisor/administrator shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved person.
2. Level Two - Superintendent of Schools
  - a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level I, he/she may within five (5) days after the decision appeal his/her grievance to the Superintendent.
  - b. The Superintendent shall, within five (5) days after receipt of the referral, meet with the aggrieved person and/or with the representatives of the Union for the purpose of resolving the grievance.
  - c. The Superintendent shall, within five (5) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved person.
3. Level Three - School Board
  - a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, he/she may, within five (5) days after the decision or within ten (10) days after the hearing, appeal the grievance to the Board.
  - b. The Board shall meet with the aggrieved person and/or with representatives of the Union for the purposes of reviewing the grievance at the next regularly scheduled Board meeting, provided at least five (5) days have passed between receipt of the grievance and the Board meeting.
  - c. The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person.
4. Level Four - Impartial Arbitration
  - a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level III, the Union may, within five (5) days of receipt of the Level III decision, submit the grievance to arbitration by so notifying the Board in writing.

- b. The Chair of the Board and the President of the Union, or their designees, shall within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence or agree upon the utilization of the services of the Maine State Board of Arbitration and Conciliation. If the parties are unable to agree upon an arbitrator, within five (5) days, the American Arbitration Union shall immediately be called upon to select one.
- c. The arbitrator shall confer promptly with the representatives of the Board and the Union, shall review the record of the prior hearings, and shall hold such further hearings with the aggrieved person and other parties in interest as he/she shall deem requisite.
- d. The arbitrator shall render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Union and shall be final and binding on the parties and subject to judicial review as provided by law.
- e. The costs of the services of the arbitrator shall be borne equally by the Board and the Union.

F. Rights of Employees to Representation

No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reasons of such participation.

G. Miscellaneous

- 1. If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance as a class action provided all members of the class affected are named.
- 2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3. Forms for filing and processing grievances, and other necessary documents, shall be prepared by the Superintendent with the approval of the Union, and made available through the Union School Representative so as to facilitate operation of the grievance procedure.
- 4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this grievance procedure.
- 5. Failure to initiate or appeal a grievance within the time limit specified shall render the grievance void.



## **ARTICLE 19 - GENERAL PROVISIONS**

- A. The District shall permit the Union the reasonable use of District email, and bulletin boards which are located in non-public places by the Union, and interoffice mail for posting of notices of non-controversial nature relating to official business and communicating with members. The Union shall limit its posting of notices and bulletins to such means of communication.
- B. The District agrees that the Bargaining Agent of the Union shall have access to the District facilities at any time during working hours, provided it is to discuss Union business and does not interfere with scheduled work. During working hours, Union representatives shall be allowed to transact necessary Union business, such as processing grievances. Any Union representative must notify the building Principal and Supervisor immediately upon entering the building and before conducting any Union business.
- C. When existing work rules are changed or new rules are established, the Union shall be notified, in writing, at least ten (10) working days prior to said rules being posted. All new work rules shall be posted prominently on all bulletin boards for a period of three (3) consecutive work days and emailed to all employees, except in cases of emergency, prior to their taking effect.
- D. The District agrees to furnish each new employee in the bargaining unit with a copy of all existing work rules and the collective bargaining agreement at the time of hire. The district shall furnish each permanent employee with a copy of new work rules after they have been appropriately posted and a copy of the Collective Bargaining Agreement within thirty (30) days after the Agreement has been signed by both Parties.
- E. The district shall provide \$150 per year to be used to purchase aprons, non-skid footwear, Jeans and badge fasteners as necessary. Apron must be worn when wearing jeans. The District agrees to provide a paid membership to the School Nutrition Association for each kitchen.

## **ARTICLE 20 - CONTRACTING AND SUBCONTRACTING**

The Employer agrees that if outside contractors are required to perform any cafeteria work which requires special skills or licensing, it will not, during such period, lay off for the lack of such work during that school day any employees who may be qualified and capable of performing such work or specialty.

## **ARTICLE 21 - SAVINGS CLAUSE**

If any provision of this Agreement is found contrary to law, then such provision will be operative only to the extent permitted by law, but the other provisions of this Agreement will remain in effect. Either party may request to enter into negotiations to replace such provision provided such request is made within twenty (20) calendar days of receipt of the decision finding such provision contrary to law.

## **ARTICLE 22 – MAINTENANCE OF STANDARDS**

The District agrees that all conditions of employment relating to wages, hours of work, overtime, differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement.

### **ARTICLE 23 - NO STRIKE CLAUSE**

The Union agrees that there shall be no strikes or slowdowns or interference with the efficient management of the District by its employees nor shall any representatives of the Union encourage or condone such activity.

### **ARTICLE 24 - RETIREMENT**

- A. Any employee having fifteen (15) or more years of continuous service within this bargaining unit from the employee's last date of hire and who is eligible for, and will immediately receive retirement benefits, shall be entitled to the following:

Effective July 1, 2019 or later, all Nutrition Workers who are Participating Local District (PLD) of the Maine State Retirement System will be allowed to contribute up to ninety (90) days of accumulated leave day to the retirement system. The unpaid 90 days will be used to extend length of service in the retirement formula. Employees shall be compensated for each additional accumulated sick leave day over 90 days at the employee's current rate of pay to a maximum of 25 days if they have twenty years of service.

All Nutrition Workers who are Participating Local District (PLD) of the Maine State Retirement System with less than twenty years or those who elect not to contribute up to the ninety days as stated above, shall be compensated for 50% of their accumulated leave days up to 35 days at their current rate of pay.

All Nutrition Workers who participate in Social Security shall be compensated at their current rate of pay for 50% of their accumulated leave days not to exceed 35 days.

In the event of death, payment shall be made to the employees' spouse, dependent(s), or estate as circumstances warrant.

- B. Payment

Payment shall be made to the bargaining unit member not later than June 30th of said year provided sufficient payroll funds are available. In the event sufficient payroll funds are not available, the payment shall be made as soon as practicable but not later than July 30<sup>th</sup>.

- C. Letter of Intent

A letter of intent to retire must be filed with the Superintendent by March 1st except in cases of emergency or unusual circumstances.

- D. The District shall provide a retirement plan through the Maine State Retirement System. The District shall participate in MainePERS PLD and make appropriate contributions for all employees who participate, based on the contribution level selected by the employee. Employees already on retirement plans such as Social Security, MainePERS teacher plan or a combination will be grandfathered.

**APPENDIX A**

**NUTRITION SERVICES SALARY SCALE**

Classification		2021-2022	2022-2023	2023-2024
	current	3+	2%	2%
Food Service Worker**	\$15.87	\$16.37	\$16.70	\$17.03
Person in Charge	\$17.55	\$18.15	\$18.51	\$18.88
Production Manager	\$18.04	\$19.04	\$19.42	\$19.81

\*\*Any FSW certified before July 1, 2018 will continue to be compensated .45 per certification.

PIC and PM Serve Safe Certification is required as part of the job and included in the pay differential.

- E. Employees who are not members of the Maine State Retirement System may participate in a tax deferred retirement program. The Employer will match up to five percent (5%) of wages earned on the first forty (40) hours in each work period.

### ARTICLE 25 – MANAGEMENT RIGHTS

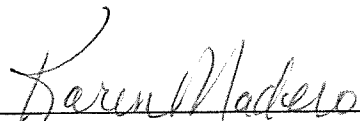
Subject only to the limitations contained in this Agreement, the Employer retains the exclusive right to manage its operations, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to assign and direct the work force and to conduct its operations in a safe and efficient manner. The Employer shall have the right to establish work rules and to establish new practices and policies that are not inconsistent with the terms of this Agreement and make changes in existing practices and policies that are not inconsistent with the terms of this Agreement.


### ARTICLE 26 - DURATION

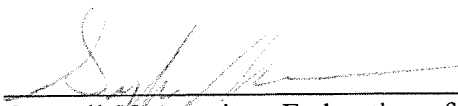
This Agreement shall be effective as of July 1, 2021 and shall continue in full force and effect through June 30, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

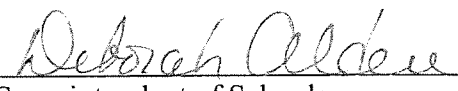
In the event of an inadvertent failure by either party to give the notice set for above, such party may give such notice at any time prior to the termination of automatic renewal date of this Agreement. If a notice is given, the expiration date of this Agreement shall be the sixty-first (61<sup>st</sup>) day following such notice.

IN WITNESS WHEREOF, the parties herein have set their hand this 29 day of June, 2021.

  
\_\_\_\_\_  
Local Representative

  
\_\_\_\_\_  
Board Chair

  
\_\_\_\_\_  
Council 93 American Federation of State,  
County and Municipal Employees, AFL-CIO

  
\_\_\_\_\_  
Superintendent of Schools