

STATEMENT OF EMPLOYMENT CONDITIONS
FOR FOOD SERVICE EMPLOYEES
2017/2018, 2018/2019 & 2019/2020 SCHOOL YEARS

Employment Stipulation

Position & Location: _____ Date of Hire: _____

Employee: _____

Period of Employment Stipulation: August 16, 2017 to August 15, 2018

Rate of Remuneration: _____ /per hour

Insurance Benefit: _____

DEFINITIONS – Full Time Employees are defined as those employees who work consistently at least four hours a day, five days a week during the school year. They include Head Cooks, Cooks or Servers, and Probationary Cooks. Probationary Cooks are those employees who work consistently at least 4 hours a day, five days a week during the school year, but have been employed by the district as a Cook for 45 days or less. Full Time Substitute Cooks are defined as those employees who work consistently less than 4 hours a day, five days a week during the school year. Substitute Cooks are defined as those employees who work “on call” on an as-needed basis during the school year and have been employed by the district for more than 45 days. Probationary Substitute Cooks are defined as those employees who work “on call” on an as-needed basis during the school year, but who have been employed by the district for 45 days or less.

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HOURS OF WORK – Work schedules shall be determined by the district to best fit its needs. Employees shall be notified as soon as possible in the event of changes in work schedules. Employees who work between 3.5 and 6.5 hours per day shall receive one ten minute rest period as scheduled by the district. Employees who work more than 6.5 hours per day shall receive two ten minute rest periods as scheduled by the district. Employees who eat lunch at school may be scheduled by the district for an unpaid lunch break. Employees who work in excess of forty hours per week shall be paid overtime premium of 50% at their regular rate for hours beyond forty. Hours compensated for but not worked shall not be included in the computation of the overtime premium. In the event of a snow day, employees who have reported to work will be paid their regularly scheduled hours. In the event of a weather-related early release day, employees who depart from work before the end of their normal shift will be paid for hours worked only. If there is a delay in the start of the school day due to weather the day will start at the employees regular time.

SICK LEAVE – Full Time Employees shall earn sick leave at the rate of ten (10) days per year for school year employees. Sick days may be accumulated to a maximum of 125 days. Full Time Employees may use sick leave for personal illness and up to eight (8) days per year may be used with the approval of the district to attend to the illness of a member of the immediate family domiciled in the employee’s home. Upon retirement Full Time Employees who have fifteen (15) or more years of continuous service with the district will be paid \$55.00 per day to a maximum of eighty (80) days for a maximum of \$4,400. After 25 years of consecutive service with MSAD #1, an employee who separates from the district will receive \$60.00 per day up to one hundred (100) days for a maximum of \$6,000.

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HOLIDAYS - The following days shall be considered paid holidays for all school year employees:

- | | |
|-----------------------|----------------------------|
| New Year's Day | Veterans' Day |
| Washington's Birthday | Thanksgiving Day |
| Patriots Day | Day after Thanksgiving Day |
| Memorial Day | Christmas Day |
| Labor Day | Martin Luther King Day |
| Columbus Day | Independence Day* |

Deleted: ATTENDANCE INCENTIVE – Any Food Service Specialist who uses neither sick leave nor personal leave days for a full school year shall receive an incentive payment of \$1,000 after the school year is over. Any Food Service Specialist who uses a total of one sick leave and/or personal day during the school year shall receive an incentive payment of \$500.00 after the school year is over. - (... [2])

***Food Service employees who work the school year as well as the Summer Feeding program.**

Whenever a day normally considered a paid holiday falls on a weekend, the district shall determine an alternate day off with pay. Whenever a Full Time employee is required to work on a holiday the district shall either pay the employee for hours worked or permit the employee an additional day off with pay.

OTHER LEAVE OF ABSENCE -

In the event of a death occurring in the immediate family - mother, father, spouse, domestic partner, child, step-child, step-parent, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild and grandparents, or any person residing in the household of an employee, that employee shall be granted up to three consecutive working days off which all must be taken within one week of the date of death, unless approved by the director of food service and superintendent, without loss of pay to make funeral arrangements and attend services. The district shall grant employees up to one paid day to serve as pall bearer or attend the funeral of any other relative at the discretion of the Superintendent.

Employees shall be granted a leave of absence with pay if they are required to report for jury duty or jury service, or if they are subpoenaed as a witness in a court proceeding. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service not including travel allowance.

Employees shall be allowed unpaid personal leave if they have exhausted all personal leave, subject to the approval of the Superintendent. Requests for such leave shall be submitted in writing to the Superintendent.

Employees shall be entitled to 2 personal days per year starting July 1.

BANQUETS - The district shall assign employees to banquets within the school building in which the function is being held. However, the head cook at the building where the banquet is being held shall be responsible for the pre-banquet arrangements. If the head cook at the school is unable to work the banquet, the cooks in the school shall have the option to work the banquet. Employees shall receive a \$3.50 per hour differential for all banquet work. Banquet pay shall start at the end of the cooks' regular working hours. Employees shall not be required to work banquets nor shall the district be required to hire MSAD #1 employees for banquet work. Whenever possible, volunteers should be limited to work that is supportive of the head cook.

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UNIFORMS – All Food Service employees shall wear appropriate attire at their own expense, and they may select the color and style of the attire subject to the approval of the director of food service. Blue jeans/denim shorts, sweat shirt outfits and sweaters are not acceptable. Blouses/tops must have sleeves.

TRAINING - If a Full Time Employee is required by the district to attend a training session, the employee shall be compensated for the time of actual attendance at the session. Upon approval of the Superintendent in advance of attending any job related enrichment program, the district may reimburse the employee up to the cost of the current University of Maine at Presque Isle rate of six credit hours. An employee shall be eligible for this payment once during each school year.

CPR courses that are offered by the district may be attended by Food Service personnel and will be paid for by the district.

Newly hired Substitute Cooks will receive up to 6 hours of paid training in one or more school kitchens. This training will take place over 2 days, 3 hours per day. This training will be supervised by the Food Service Director and the kitchen(s) Head Cook(s).

CERTIFICATION – Within two years of achieving Head Cook/**Head Cook designee** status employee will be required to be certified by SNA (School Nutrition Association) and ServSafe. The district will reimburse Head Cooks for certification costs, excluding any reinstatement cost due to failure to submit application on-time. If Head Cooks are not certified within two years providing classes are available, or they discontinue their certification, they will become a food service specialist/workers, if position is available. All other staff members are encouraged to be a member of SNA without certification status.

HIGHER PAY IN HIGHER CLASSIFICATION – A Cook or Server working a full shift in a Head Cooks position will be paid the higher rate of pay.

WORK RULES - The district will notify employees prior to the effective day of any new rule, regulation, modification or amendment to existing rules. Employees shall comply with all rules.

MILEAGE - [If an employee is requested to use a personal vehicle for school business, such mileage shall be reimbursed at the IRS scheduled rate.](#)

VACANCIES - All vacancies shall be posted on appropriate bulletin boards for a minimum of four working days. All vacancies shall be filled with the best qualified candidate as determined by the district.

Any employee with the intent of not returning back to their position at any time shall give a 3 week advance notice in writing to the food service director. (one week for posting the job and two weeks for training.)

LAYOFF - The district shall give affected employees at least a ten calendar day notice of layoff.

PROBATIONARY PERIOD - All employees will serve up to a 45 working day probationary period after hire or promotion. Any employee who does not successfully complete the probationary period after transfer or promotion shall not be eligible to return to his/her previous job assignment. The probationary pay rates for new hires and substitutes are as listed below under wages*.

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PHYSICAL EXAMINATION - When an employee is required by the district to take a physical examination from a specified doctor, the district shall pay the total cost of the fees of such medical examination and test. If such examination or test must be taken during the work day, the employee shall suffer no loss of pay.

INSURANCE -

The District funded Health Plan is the MEA Choice Plus. All employees in this stipulation may elect any coverage offered by the MEA, but the difference is at the employee's cost and no cash in lieu if it is less expensive. Additionally, it is agreed that if at any time the MEA offers a higher deductible Choice Plus Plan, not to exceed \$501 deductible for a single plan, the District may adopt this as the District funded plan with 60 days written notice effective begin the next fiscal year starting July 1.

Effective July 1, 2017 through June 30, 2020 the District will contribute 100% towards single coverage in the MEA Choice Plus plan. All employees hired before January 1, 2017 are also entitled to an insurance benefit of up to \$1,290 for the Choice Plus Plan with no cash in lieu.

If an employee is married to another employee in the District, it is agreed that the employee may request that their premium be added to the spouse's eligible premium, for one (1) policy. In no case will this allow cash in lieu.

To be eligible for health benefits, an employee must work on the average, a minimum of twenty hours per week based upon 52 weeks (1040 hours per year). Employees less than twenty hours per week are eligible for a prorated health plan with Superintendent approval.

***WAGES - Effective July 1, 2017**, the following hourly pay rates shall be in effect:

	<u>2017/2018</u>	<u>2018/2019</u>	<u>2019/2020</u>
Head Cook (Elementary)	<u>\$16.74</u>	<u>\$17.03</u>	<u>\$17.33</u>
Head Cook (Middle School)	<u>\$16.86</u>	<u>\$17.16</u>	<u>\$17.46</u>
Head Cook (Secondary)	<u>\$17.12</u>	<u>\$17.42</u>	<u>\$17.72</u>
Cook or Server	<u>\$14.35</u>	<u>\$14.86</u>	<u>\$15.12</u>
Probationary Cook	<u>\$12.04</u>	<u>\$12.25</u>	<u>\$12.46</u>
Full-Time Substitute	<u>\$12.04</u>	<u>\$12.25</u>	<u>\$12.46</u>
Substitute	<u>\$10.99</u>	<u>\$11.18</u>	<u>\$11.38</u>
Probationary Substitute	<u>\$10.48</u>	<u>\$10.66</u>	<u>\$10.85</u>

LONGEVITY – Effective **July 1, 2017**, the following longevity rates shall be in effect:

6 to 10 Years of Service	\$.10 per hour
11 to 15 Years of Service an Additional	\$.10 per hour (\$.20 total)
16 to 25 Years of Service an Additional	\$.25 per hour (\$.45 total)
25+ Years of Service	\$.25 per hour (\$.70 total)

Deleted: Effective July 1, 2014 each Full Time Employee shall be paid an insurance benefit by the district of \$1,175.00 per month. Effective July 1, 2015 each Full Time Employee shall be paid an insurance benefit by the district of \$1,230.00 per month. Effective July 1, 2016 each Full Time Employee shall be paid an insurance benefit by the district of \$1,290.00 per month. Said insurance benefit shall be paid only for those insurance programs available to the employees through payroll deduction made by the district. Further, if the cost of said insurance program is less than the fringe benefit per month for any employee, the monthly insurance benefit paid to the Full Time Employee shall be the actual cost of said insurance program or programs. To be eligible for this benefit, an employee must work on the average, a minimum of twenty hours per week.

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MISCELLANEOUS - Employees are encouraged to maintain an open line of communication with their immediate supervisor. Should a situation arise where an employee believes that the immediate supervisor has not responded or cannot properly respond to a legitimate concern, the employee should bring the matter to the attention of the Superintendent or Business Administrator.

The Superintendent will meet as necessary with a single representative or a small group of employees to discuss wages and fringe benefits. Other matters of a personal nature will be handled by the Superintendent on an individual basis.

Employee's Signature

Date

Brian M. Carpenter, Superintendent of Schools

Date

2014/2015, 2015/2016 & 2016/2017 SCHOOL YEARS

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Full Time employees shall be granted a leave of absence with pay if they are required to report for jury duty or jury service. Full Time employees shall be paid the difference between any jury duty compensation that they receive and their regular wages for each day of jury service not including travel allowance.

Full Time employee shall be allowed paid or unpaid personal leave subject to the approval of the Superintendent. Full Time Employees shall not use personal leave during the last 3 weeks of school unless it is an emergency approved by the Superintendent. Requests for all leaves shall be submitted in writing to the Superintendent.