

**STATEMENT OF EMPLOYMENT CONDITIONS
FOR FOOD SERVICE EMPLOYEES
2021/2022, 2022/2023, and 2023/2024 SCHOOL YEARS**

Employment Stipulation

Position & Location: _____ **Date of Hire:** _____

Employee: _____

Period of Employment Stipulation: **July 1, 2021 to June 30, 2024**

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.

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 **nine (9)** 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**.

Employees may use up to two (2) sick leave days, for any reason (sick or personal), in compliance with Maine's Earned Paid Leave law.

No employee may utilize personal or earned paid leave days to miss more than two consecutive school days, barring an emergency on behalf of the employee.

Up to three (3) employees shall be permitted to take personal or earned paid leave on the same day. If more than three (3) employees request personal leave on the same day, timeliness of notifying the Superintendent shall determine which employees may be on leave.

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*

***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 **3** personal days per year starting July 1.

Employees will be paid \$80 for each unused personal day at the conclusion of the contract year. Payment will be included in the first regular payroll of the new contract year which takes place in July

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.

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 in accordance with the current procedures established by the district.

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.

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.

Effective **July 1, 2021 through June 30, 2024** 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, 2021**, the following hourly pay rates shall be in effect:

POSITION	2021-2022 (3%)	2022-2023 (3%)	2023-2024 (3%)
Head Cook (Elementary/ Middle School)	\$18.47	\$19.02	\$19.59
Head Cook (High School)	\$18.70	\$19.26	\$19.83
Cook or Server	\$16.00	\$16.48	\$16.97
Full-time Substitute Cook	\$14.00	\$14.42	\$14.85
Substitute Cook	\$13.00	\$13.39	\$13.79

