

CONTRACT

MSAD 34 Education Association

Food Service Employees

And

Maine School Administrative District #34

Board of Directors

July 1, 2008 through June 30, 2010



MSAD 34 Education Association
Food Service Employees

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ARTICLE 1

AGREEMENT

This Agreement entered into by Maine School Administrative District No. 34, Hereinafter referred to as the Employer, Board and/or District, and Maine Education Association hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the Employer and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 2

RECOGNITION

The employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for employees defined as food service personnel who have completed a six (6) month probationary period and excluding all other employees of MSAD no. 34.

ARTICLE 3

CHECKOFF

- A. The employer agrees to deduct the Association membership dues and insurances from the pay of the employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer of the Association by the fifteenth (15th) day of the month following the deduction.
- B. This authorization shall be irrevocable during the term of this Agreement or upon an employee's termination of employment whichever is sooner.
- C. The Association shall indemnify, defend and hold the Board, Superintendent or central office personnel harmless against suits against the Board, Superintendent or central office personnel on account of payroll deductions of said dues and other deductions. The Association agrees to refund to the Board any amount paid to it in error on account of payroll deduction provisions upon presentation of proper evidence thereof.

ARTICLE 4

ASSOCIATION SECURITY

No employee shall be required to become a member of the Association as a condition of his/her continued employment. Each employee, who on the effective date of the Agreement, is a member of the Association, or who joins thereafter, shall as a condition of employment, maintain his membership in the Association for the duration of this Agreement.

ARTICLE 5

DISCIPLINE

- A. Generally, discipline shall be progressive in nature, (oral reprimand, written reprimand, suspension and discharge); however, the concept of progressive discipline may be departed from depending on the severity of the infraction. Additionally, in applying discipline, the following will be considered:
1. Where a violation of a rule or order of a supervisor is involved, the District must make an effort to discover whether the employee did in fact violate or disobey a rule or order of the supervisor.
 2. The District's investigation of alleged conduct must be conducted fairly and objectively.
 3. The disciplinary action must be consistent with:
 - a. The infraction for which disciplinary action is being applied, and
 - b. The employee's conduct record.
- B. After saving a probationary period of six (6) months, no employee may receive a written reprimand, be suspended (whether with or without pay), or be discharged without just cause.
- C. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- D. This Article on Discipline Procedures does not apply to the discharge of an employee in connection with the elimination of his/her position pursuant to Articles relation to Seniority, Layoff, Recall.

ARTICLE 6

SETTLEMENT OF DISPUTES

A. Grievance and Arbitration Procedure

Any grievance or dispute, which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

1. **Step 1**: The Association representative, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within twenty (20) working days of the date of the grievance or the employee's first knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the representative with five (5) days.
 2. **Step 2**: If the grievance has not been settled, it shall be presented in writing by the Association representative to the Superintendent/ designee with ten (10) working days after the supervisor's response is due. The Superintendent/designee shall respond to the Association in writing within five (5) working days.
 3. **Step 3**: If the grievance still remains unadjusted, it shall be presented by the Association to the Board of Directors in writing within fifteen (15) working days after the response of the Superintendent/designee is due. The Board shall meet to consider the grievance within thirty (30) calendar days of receipt of the grievance. The Board respond in writing to the Association, representative (with a copy of the response to the local Association president) within seven (7) calendar days of the Board meeting.
 4. **Step 4**: If the grievance is still unsettled, the Association may, within ten (10) working days after the reply of the Board is due, by written notice to the Board, request arbitration.
- B. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employers designee and the Associations designee with in ten (10) working days after notice has been given. If the parties fail to select an arbitrator, the State Board of Arbitration and Conciliation shall be requested by either or both parties to serve as arbitrators on the grievance.

- C. The decision of the arbitrator proceeding shall be final and binding on the parties subject to judicial review pursuant to Title 26, Section 972, and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument.
- D. Expenses for the arbitrator's services and the proceedings shall be borne equally by the employers and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.
- E. All proceedings initiated against the employee by the employer shall be subject to the grievance procedure unless mutually agreed upon by both parties.
- F. The power of the arbitrator stems from this procedure and his/her function is to interpret and apply the terms of the Agreement and to rule upon alleged violations thereof. He/she shall have no power to add to, subtract from, or alter any of the terms of the Agreement, nor shall he/she have any power or authority to make any decision that requires the commission of an act prohibited by law or that is violative of the terms of the Agreement.
- G. The arbitrator's decision as to whether there has been a violation of this Agreement shall be final and binding on the Board, the Association and any and all affected employees.

ARTICLE 7

GRIEVANCE COMMITTEE

- A. An employee selected by the association to act, as Association representative shall be known as Association representative.
- B. The employer shall meet as needed with the Association Grievance Committee and said meeting shall be held during working hours, on the employer's premises, and without loss of pay.
- C. The purpose of Grievance Committee meetings will be adjusted pending grievances, and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the employer other issues, which would improve the relationship between the parties.
- D. Processing Grievances During Working Hours

The Association representative may process grievances during working hours without loss of pay.

Any process or procedure that requires more than one (1) hour shall occur after work hours unless the procedure is the result of a request by the Superintendent or Board of Directors.

ARTICLE 8

HOURS

- A. The Board shall set the total number of hours per week, and weeks per year, of work for all support personnel. The normal work week for support staff shall be Monday through Friday with the exception of legal holidays; other exceptions and schedules including other work weeks of five (5) consecutive days may be designated by the supervisor and approved by the Superintendent. The Board may continue to hire employees on either a regular part-time, school year, or temporary basis.
- B. Full time shall be considered thirty-five (35) or more hours per week.
- C. It is understood that the determination of the need for overtime is a Board prerogative.
- D. Overtime pay shall be paid after forty (40) hours worked per week, excluding holidays and/or sick days.
- E. Employees shall suffer no loss in pay on early release days so long as the day is counted as a full day.

ARTICLE 9

OVERTIME

- A. Overtime
 - 1. Overtime, at time and one-half, shall be paid to employees for all actual work performed over and above forty (40) hours worked per week, except as noted below.
 - 2. All overtime work shall require the advance approval of the Superintendent or designee.
- B. All Overtime Work Shall Generally Voluntary

An overtime list shall be established for those employees who indicated a desire to work overtime. Overtime work will be offered to those employees on the overtime list on a rotating basis by seniority. If nobody wishes to take the overtime work, the original person asked will be required to do such work.

ARTICLE 10

WAGES

A. Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A.

B. Pay Period

The salaries and wages of employees shall be paid bi-weekly on Friday of the appropriate week. During any period of illness and upon employee's request, the District shall mail the check to the employee.

ARTICLE 11

BENEFITS

- A. Benefits are allowed in two (2) categories: (1) to full-time employees and (2) part-time employees.
- B. Unless otherwise provided in the Agreement, all leave, vacation, holidays, insurance and other benefits of any kind to which employees may be entitled under this Agreement shall be prorated based upon the ratio between the employee's regular scheduled hours, for the previous month, and full-time hours (thirty-five (35) hours).
- C. Full-time employees are those who work at least thirty-five (35) hours per week during the school year. All other employees shall receive prorated benefits.
- D. Medical insurance will be provided under the M.E.A. Option #2.

The District contribution for the Standard or Choice Plus Plans will be as follows:

July 2008-09	District	Employee
Single	85%	15%
Adult/Child	85%	15%
2 Adults	85%	15%
Family	85%	15%
July 2009-10	District	Employee
Single	80%	20%
Adult/Child	80%	20%
2 Adults	80%	20%
Family	80%	20%

- E. The employer will provide Workers' Compensation Insurance for the benefit of employees who sustain injury while working in accordance with the State of Maine provisions for Workers' Compensation and diligently process all claims.
- F. When receiving Workers' Compensation, the employee will continue to accrue seniority and, for a maximum of six (6) months, the employer will maintain the employee's health and hospitalization insurance, sick leave and pension benefits. At the end of six (6) months such benefits shall cease.
- G. After a maximum of twelve (12) months on Workers' Compensation an employee's employment status shall be terminated or extended at the employer's discretion.
- H. The employer shall provide Social Security coverage for its employees. The District shall contract and participate in the Maine State Retirement System, under the options selected and in effect, as of July 1, 1996, for employees hired before July 1, 1991.
- I. An extra day's pay will be awarded to employees with no illness or personal leave absences from September 1 through November 30, December 1 through February 28, and March 1 through June 30.

ARTICLE 12

CALL TIME

Any employee called to work outside of the employee's regular scheduled shift shall be paid for a minimum of two (2) hours of work for each call in at the employee's regular hourly rate of pay.

ARTICLE 13

REST PERIODS

All employees work schedules of (8) hours shall provide for a fifteen (15) rest period during each one-half (1/2) shift.

ARTICLE 14

HOLIDAYS

- A. All employees shall receive the following paid holidays:

B. New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Labor Day, Columbus Day, Veteran's Day, Presidents' Day, Patriot's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

C. Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions:

1. In order to qualify for the holiday pay, the employees must have worked that last scheduled workday before the holiday and the first scheduled workday after the holiday. A bona fide approved leave day before or on the first scheduled workday after the holiday shall be considered a work day for this purpose.
2. If a holiday is observed on an employee's scheduled day off or vacation, he/she shall be paid for the unworked holiday.
3. Employees who have established seniority, but who are on inactive status due to sick leave prior to the week in which the holiday occurs, shall receive pay for such holiday.

D. Holiday Work

If an employee works on any of the holidays listed above, he/she shall be paid at the rate of time and one-half in addition to holiday pay.

ARTICLE 15

VACATIONS

A. Eligibility

Employees will be eligible for paid vacation time after one (1) year of service with the District on a prorated basis.

B. Vacation Allowance

Vacation allowance for all eligible employees shall be:

One-two (1-2) years of service	5 days
Three-nine (3-9) years of services	10 days
Ten plus (10+) years of service	15 days

C. Vacation Stipulation

All employees will take their vacation in groups of five (5) days unless a holiday falls during their vacation week.

D. Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

E. Scheduling of Vacations

Vacation shall be approved at such time as may serve the best interest of the school system, as directed by the employee supervisor and approved by the Superintendent. The District reserves the right to limit the number of employees who are on vacation at any one time.

F. Vacation Rights in Case of Layoff or Separation

Any employee who is laid off, retired, or separated from the service of the Employer for any reason, prior to taking his/her vacation, shall be compensated by the check for the unused vacation he/she has accumulated at the time of separation.

G. Vacation Use for a Snow Day

Any employee with available vacation days, may use a vacation day if a snow day occurs so that pay will not be lost.

ARTICLE 16

SENIORITY

A. Probation Period

New employees shall be added to the seniority list six (6) months after their date of hire. During this period, the employer shall have the right to terminate employment at any time for any legally permissive reason. Seniority shall be an employee's length of continuous regular service in the District since the date of his or her employment. School year employees shall not be considered to have suffered a break in service during the months, which are not included in their work year. An employee shall have no seniority for the initial six (6) months of employment, but upon completion of this period, shall have seniority retroactive to the commencement of this period.

B. Breaks in Continuous Service

1. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement. However, if an employee returns to work in any capacity within six (6) months, the break in continuous service shall be removed from his/her record.
2. There shall be no deduction from continuous service for any lost time which does not constitute a break in continuous service

ARTICLE 17

WORK FORCE CHANGES

A. Reduction in Force (RIF)

1. In the event it becomes necessary for the Board to eliminate the position of any employee for any reason, the following procedures shall be followed:
 - a. The Board, in its sole discretion, shall determine how many positions must be eliminated.
 - b. The Board shall then consider the following criteria in determining which employee(s) to lay off within each classification:
 1. Length of continuous service and
 2. Qualifications.
2. The recall of any employee under this ARTICLE shall be handled in reverse order of the layoff. The affected employee shall have the right, for a period of twelve (12) months from the effective day of layoff, to be notified in writing by certified mail of any available position in the employee's classification, with such notice being mailed to the last address which the employee has furnished to the Superintendent's Office. If the employee does not accept the position within ten (10) calendar days after mailing of the notice, the employee shall waive his/her further right to recall. The next person on the recall list shall be subject to recall. Refusal of any offer of less than full time positions shall not affect the employee's right to notice.
3. Any non-probationary employee who is notified of lay off under this Article shall be entitled to use up to two (2) paid days for seeking other employment.
4. Any non-probationary employee who is laid off under this ARTICLE may elect to continue any insurance authorized under this Agreement in accordance with COBRA guidelines.

B. Promotions/Vacancies

1. The supervisor, in consultation with the Superintendent, shall recommend assignments and transfers of support staff members for the efficient operation of the schools. Such transfers and assignments may be either permanent or temporary.
2.
 - a. The preferences of employees shall be taken into consideration in making assignments and transfers; however, the best interests of students and the District must be given priority.

- b. The Board reserves and shall have the right to make assignments and transfers primarily on the basis of ability and performance of duty but shall be governed by seniority where comparable ability and performance of duty have been demonstrated to the Board. Assignments and transfers should not be done in an arbitrary and capricious manner.
 3.
 - a. All bargaining unit vacancies shall be posted on a bulletin board in each in each building for a period of ten (10) days. All postings will be dated with a beginning and closing date. Anyone who believes himself/herself qualified for a position may submit an application. Qualified employees, who apply for vacant positions, shall be interviewed and received consideration.
 - b. After the initial internal posting procedure as described in (3)(a) has been met, subsequent hirings may occur from employees within the District or may occur from applicants outside of the District employment.
 4. The criteria used for final selection of qualified applicants shall be vested with the Board.

ARTICLE 18

LEAVES OF ABSENCE

A. Application for Leave

Notification of the status of a leave of absence request shall be furnished to the employee by his/her immediate supervisor, and it shall be in writing.

B. Unpaid Leaves

1. An employee's insurance benefit coverage will be continued at the employee's expense during the leave.
2. An employee returning from extended leaves will return to the same duties and building, or those of a similar nature, as determined by the supervisor, as were performed prior to the beginning of the absence, and be placed upon the salary scale at the level that the employee left.
3. Leaves of absences for a limited period – not to exceed six (6) months – may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period, at the discretion of the employer.

C. Education

1. After completing one (1) year of service, any employee upon request, may be granted an unpaid leave of absence for educational purposes at the discretion of the Board.
2. The period of the leave of absence shall not exceed one (1) year, but it may be extended or renewed at the request of the employee and at the discretion of the Board.
3. Employees may also be granted leaves of absence for educational purposes – not to exceed one (1) month in any calendar year – to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the employee's skill or professional ability.

D. Military Service

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State will be granted a leave of absence for the period of time for active duty. Any employee who enters into active service in the armed forces of the United States while in the services of the employer shall be granted a leave of absence for the period of military service.

E. Other Leaves

Other leaves of absences with or without pay or benefit may be granted at the sole discretion of the Board.

F. Bereavement Leave

In the event of death in the immediate family of an employee - spouse, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, step-parents, step-children, brother in-law, sister in-law, or domestic partners - the employee shall be granted three (3) days of paid bereavement leave to make household adjustments, arrange for medical services, or to attend funeral services. Additional days needed can be drawn from employee's individual sick leave account.

G. Association Leave

Notwithstanding any other provision of this Agreement, the MEA-ESP (Food Service) shall be entitled to five (5) days leave with pay each year. The Association will bear the cost of a substitute based on the per diem rates of this contract by job classification. The President of

the Association or the President's designee shall grant employee(s) day(s) from the MEA-ESP (Food Service) entitlement for Association business. The President of the Association or the President's designee shall inform the Superintendent no later than the day preceding the day of the employee absence indicating the name(s) of the employee(s) who will be absent and the day(s) of the absence. Leaves of absence under this section shall be used for MEA-ESP (Food Service) activities.

H. Personal Leave

Employees may be granted up to two (2) days of Personal Leave, with pay, for urgent personal business, that cannot be conducted at a time other than work time, and defined as religious, legal, or family matters. A form defining the reason(s) must be given to the Supervisor of Food Services at least forty-eight (48) hours in advance. Personal leave the day before and/or after a holiday or vacation period must be approved by the Superintendent/designee. Employees with available personal leave days, may use a personal leave day if a snow day occurs so that pay will not be lost.

ARTICLE 19

SICK LEAVE / FAMILY SICKNESS

A. Sick Leave Allowance

Employees shall be granted (15) days per year that can be accrued to one hundred fifty (150) days.

B. Use of Sick Leave

Sick leave may be used only for the following cases:

1. Personal illness or physical incapacity of such a degree as to render the employee unable to perform the work of the assigned position or other work in the department; or
2. Medical appointment that can only be scheduled during the workday.
3. Family Sickness: In the event of sickness in the immediate family of an employee – spouse, parents, children, brother, sister, grandchildren, grandparents, father-in-law, mother-in-law, step-parents or step-children – the employee shall be granted three (3) days leave of absence with full pay.

4. Absences for a fraction of a day that are chargeable to sick leave are charged proportionately in an amount not smaller than one (1) hour.

C. The employee shall notify his/her supervisor(s), or his/her designated representative, of his/her inability to work at the earliest possible time prior to the time set for his/her regularly scheduled working hours. A medical certificate may be required at any time from an employee requesting compensation for sick leave. If a medical certificate is required by the employer during the first five (5) days of absence, in any one-year, it will be done at the District's expense. After five (5) days of illness, in any one-year, a medical certificate may be required at the employee's expense at any time an employee is requesting compensation for sick leave. However, if the administration has reason to believe that the use of sick leave has not been used for a bonafide illness, the administration may investigate the alleged abuse. The District central office will maintain a record of all credits and debits to the sick leave account of each employee. A report of sick leave days accumulated as of a September 1 of each year will be issued during the fall of every year.

D. Certificate of Illness

The Superintendent reserves the right, at any time, to require an employee to obtain a physician's statement from a physician acceptable to the District substantiating the employee's medical condition. Except as set forth in Paragraph 3 above, in the event that any such certificate is requested, the expense of that certificate shall be borne by the Board.

E. Medical Examinations

The Superintendent shall have the right to direct a physical examination for any employee for cause. This physical shall be administered by a practicing physician designated by the District to certify to the physical fitness of such employee to perform the duties of the position. The cost of said physical examination shall be paid for by the Board. The Board shall determine the type of medical examination to be administered.

F. Abuse of Sick Leave

An employee's abuse of sick leave is grounds for disciplinary action, and if not corrected, shall be grounds for dismissal.

G. Additional Sick Leave

Additional paid sick leave may be granted by the District, at its sole discretion, on recommendation of the Superintendent for extenuating circumstances.

H. Retirement/Sick Leave

Any employee, who retires from M.S.A.D. #34 in good standing after fifteen (15) years of employment in MSAD #34, will be compensated for unused sick leave up to forty-five (45) days. Employees with twelve (12) or more years of service as of July 1, 2007 will be “grandfathered” for the purpose of this Article.

ARTICLE 20

COURT LEAVE

- A. A court leave of absence shall be granted to any employee who is called to serve upon a jury, or is summoned to appear in court as a witness, or shall request court leave for the purpose of appearing in court as a litigant. If the employee is released from jury duty or serving as a witness or a litigant prior to the end of the first half of his or her shift, then the employee shall return to work unless excused by his or her supervisor.
- B. When court leave is granted to an employee to serve on a jury or appear in court as a witness, and the jury or witness fees, exclusive of travel allowances, received by said employee for such jury duty or for service as a witness in court shall be less than the regular rate of compensation received by him or her from the District, the difference between said fees and regular rate of compensation shall be paid to such employee by the District. If the amount of such fees received by the said employee shall exceed the regular rate of compensation received from the District, no compensation shall be paid by the District for the period of jury duty or witness duty; provided, however, the employee must furnish the Superintendent with complete and satisfactory evidence of the jury or witness fees paid. As used in this paragraph, the phrase “regular rate of compensation” shall mean the amount of salary or wages which the District would normally pay to such employee for the hours of work which were consumed by the jury or witness service and does not include overtime hours.
- C. When court leave is granted to an employee to appear in court, as a litigant, except in the case where the appearance is as a representative of the District, it shall be granted without pay; provided, however, that the said employee may, with the approval of the Superintendent, substitute one day of court leave with pay for one day of vacation leave with pay, not to exceed in number the total number of days of vacation leave to said employee during the year in which such court leave with pay is granted. The employee may, with the approval of the Superintendent, also use Personal Business Leave to the extent it is available to the employee.

ARTICLE 21

TRAVEL REIMBURSEMENT

- A. If the employer requires training outside the boundaries of the District, the employee shall receive the IRS rate cents per mile for travel to and from the required training unless transportation is provided by the employer.
- B. Employees shall be encouraged to attend training seminars within the state upon the approval of the Superintendent of Schools.
- C. Any employee required to work in more than one (1) school as their regular work assignment, shall be compensated for mileage between the schools at the IRS rate.

ARTICLE 22

GENERAL PROVISIONS

A. Pledge Against Discrimination and Coercion

1. The provisions of this Agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Association shall share equally with the employer the responsibility for applying this provision of the Agreement. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall construed to include male and female employees.

2. The employee agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint, because of Association membership or because of any employee activity in an official capacity on behalf of the Association, or for any other cause.

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

B. Association Bulletin Boards

- 1. The employer agrees to furnish and maintain a suitable bulletin board.
- 2. The Association shall limit its posting of notices and bulletins to such bulletin board.

C. Association Activities on Employer's Time and Premises

The employer agrees that during working hours, on the employer's premises and without loss of pay, an officer of the Association shall be allowed to:

1. Post Association notices:
2. Consult with the employer, local Association officers, other Association representatives concerning the enforcement of any provisions of this Agreement.

D. Visits by Association Representatives

The Association and its representatives shall be permitted to use school buildings during non school hours provided such use does not interfere with normal school district operations and subject to current Board policy.

E. Informing Employees

The Association further agrees to furnish each employee in the bargaining unit a copy of all changes in policy, within five (5) days after they become effective. New employees shall be provided with a copy of the employee handbook at the time of hire.

F. Enforcing

1. Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement.
2. Any unresolved complaint involving discrimination of the application of new or existing rules shall be resolved through the grievance procedure.

G. Uniforms and Protective Clothing

If the employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the employer at a minimum of three (3) aprons per year. With the approval of the Food Service Director, the equivalent value of three (3) aprons may be used for the purchase of other appropriate or required clothing.

H. Voluntary Separation of Employment

In the event an employee voluntarily severs employment with the District, proper notice must be given in order to be eligible for any benefits that

may have accrued (and are payable). Proper notice shall mean one (1) week written notice.

ARTICLE 23

SUBCONTRACTING

The parties agree that there shall be no subcontracting of bargaining unit work without prior bargaining over the issue of subcontracting providing the Association makes a written request to bargain after being informed of the Board's consideration of the concept of subcontracting.

ARTICLE 24

MANAGEMENT RIGHTS

- A. Except as otherwise expressly limited in this Agreement, the determination of policy, the operation and management of the schools and the control, assignment, supervisor and direction of the staff are vested exclusively in the Board which retains its full authority and rights under Maine law and regulations.
- B. The parties recognize that the statutes, Title 26 M.R.S.A. Chapter 9-A prohibit bargaining of educational policy, but that the Board has the obligation to bargain the impact of any change in educational policy and to meet and consult but not negotiate with respect to educational policy.

ARTICLE 25

LABOR / MANAGEMENT COMMITTEE

A joint committee of Association and Board representatives shall be established for discussion relating to the working conditions of employees and the administration of this Agreement. Each party shall designate its own representatives, not to exceed three (3), to this Committee. The Committee shall meet at the request of either party within ten (10) calendar days of a written request from the other party.

ARTICLE 26

TERMINATION

A. This Agreement shall be effective as of the 1st day of July 2008, or date of ratification whichever is later, and shall remain in full force and effect until the 30th day of June 2010.

B. **IN WITNESS WHEREOF**, the parties hereto have set their hands this _____ day of April, 2008.

MSAD #34 Board of Directors _____ **Date**

MSAD #34 Administration _____ **Date**

MSAD #34 Association _____ **Date**

MSAD #34 Food Service Pres. _____ **Date**

APPENDIX A

Wage Rates

EXPERIENCE	2008-09				
	1-3 Yrs.	4-7 Yrs.	8-10 Yrs.	11-15 Yrs.	16+ Yrs.
Head Cook	\$14.00	\$14.10	\$14.20	\$14.30	\$14.40
Cook	\$13.80	\$13.90	\$14.00	\$14.10	\$14.20
Manager	\$15.10	\$15.20	\$15.30	\$15.40	\$15.50

EXPERIENCE	2009-10				
	1-3 Yrs.	4-7 Yrs.	8-10 Yrs.	11-15 Yrs.	16+ Yrs.
Head Cook	\$14.50	\$14.60	\$14.70	\$14.80	\$14.90
Cook	\$14.30	\$14.40	\$14.50	\$14.60	\$14.70
Manager	\$15.60	\$15.70	\$15.80	\$15.90	\$16.00

A. Longevity

Employees having completed (served) the following number of years shall receive a yearly longevity stipend on their employment anniversary.

5 years	\$100
10 years	\$150
15 years	\$250
20 years	\$300
25 years	\$350

B. Payroll Averaging

Employees who work thirty-five (35) or more hours each week shall have the option of electing to have their annual wages paid in equal installments over 21 pay periods.