

**Falmouth School Department
Contractual Agreement for Food Service Employees
September 1, 2007 – August 31, 2010**

DUTIES:

The supervision of the School Food Service Program shall be vested in one Director who oversees three Lunch Room Managers. The Director is responsible for the financial management of the program and for procuring of all food and supplies as required for the program. The Lunch Room Managers shall supervise the cafeteria in their respective schools, one in the High School, one in the Middle School and one in the Plummer-Motz School.

All Food Service workers shall perform duties as prescribed by the Director and Managers.

CONTRACT AGREEMENTS:

Regular employees work a minimum of 25 hours per week, on average, for the duration of the school year, and are eligible for benefits in this Agreement as full-time employees. Employees working less than 25 hours per week are not considered eligible for insurance benefits.

Probationary Period: All new employees shall serve a probationary period of twelve months, one calendar year, from the date of hire. All employees who satisfactorily complete the probationary period shall be considered regular employees for the purpose of seniority and shall be added to the seniority list in accordance with their first date of hire. Probationary employees shall be entitled to the benefits under this agreement, provided, however, the Board shall have the right to terminate the employee during the employee's probationary period without compliance with the terms of this Agreement.

1. The proposed contract and annual wage scale shall be negotiated by the Food Service Workers and the Falmouth School Board or designee(s). The wage schedule is attached as an appendix to this document.
2. Any person substituting for the Lunch Room Manager shall be paid the increased wage after the first full week in that position.
3. A Food Service employee who works "special events" during evenings, weekends, or time other than a school day shall be compensated at a "special events" rate of pay.

4. LEAVES:

A. Sick Leave

Each employee shall be entitled to 1.25 days per month for each calendar month of service, beginning with the first full calendar month of employment and at the rate of 12.5 days per school year during all subsequent years of employment, accumulative to a maximum of one hundred ten (110) days. In extenuating circumstances, additional sick leave may be granted at the discretion of the Superintendent.

Employees will notify the Director as early as possible regarding use of sick time. Sick leave may be used for personal or family illness.

Unused sick day credit – if no sick days are used during a full school year, employee may convert one sick day to additional pay at the end of the school year per the following schedule:

After 2nd year of service – no sick days used = 1 day of pay

After 6th year of service – no sick days used = 2 days of pay

B. Bereavement Leave

Up to five (5) days per incidence may be taken for death in the immediate family or up to one (1) day in the event of death of an employee's friend or relative outside the employee's immediate family. In extenuating circumstances, at the discretion of the Superintendent, absence may be extended without loss of pay.

C. Personal Leave

Employees will be eligible for one (1) personal day per year to be taken for personal business that cannot otherwise be accommodated during non-working hours. Except in emergencies, employees must request personal leave five days in advance.

5. HOLIDAYS:

Food Service personnel shall be eligible for the following legal school holidays:

January 1	New Years Day
January (third Monday)	Martin Luther King Day
February (third Monday)	Washington's Birthday
April (third Monday)	Patriots' Day
May (last Monday)	Memorial Day
September (1st Monday)	Labor Day
October (2nd Monday)	Columbus Day
November 11	Veterans' Day
November (4th Thursday)	Thanksgiving Day
November (4th Friday)	Day after Thanksgiving
December 25	Christmas

6. VACATIONS:

Employees who have worked one-half year or more will be given credit for one year of service.

After 1 year of service - 1 week vacation

After 6 years of service - 2 weeks vacation

After 15 years of service - 3 weeks vacation

7. BREAK PERIODS:

Paid working hours shall include the following rest/lunch breaks:

Four hour work day – 10 minute rest break

Five hour work day – 20 minutes total for rest and lunch break

Six hour work day – 30 minutes total for rest and lunch break

Rest breaks are to be taken on school premises.

8. BENEFITS:

Food Service personnel must work a minimum of 25 hours per week, on average, during the school year to be eligible for District-provided benefits. Employees who worked less than 25 hours and had benefits as of August 31, 2001 remain benefit eligible.

A. Health Insurance

Current Employee Benefit: (working prior to September 1, 2004)

The Board agrees to offer each eligible employee (those working a minimum of 25 hours per week, on average, for the duration of the school year) Anthem health insurance coverage (Standard and Choice Plus plans). This insurance coverage will be for a full

twelve (12) month period commencing on September 1 and ending on August 31. Employees working less than 25 hours per week, as defined by the Board for that position, will not be offered this benefit. The Board will increase District contributions during the contract by 10% per year or the percentage of increase on Anthem's Choice Plus rate, whichever is less. Board contribution for single coverage will be capped at the Choice Plus rate.

	<u>2007-2008</u>	<u>2008-2009</u> (10% max.)	<u>2009-2010</u> (10% max.)
Single (100% Choice Plus)	<u>\$6,096.96</u>	<u>\$6,706.66</u>	<u>\$7,377.33</u>
Adult w/Child	<u>\$9,442.52</u>	<u>\$10,386.78</u>	<u>\$11,425.46</u>
Two Adult	<u>\$11,034.80</u>	<u>\$12,138.28</u>	<u>\$13,352.11</u>
Family	<u>\$11,034.80</u>	<u>\$12,138.28</u>	<u>\$13,352.11</u>

New Hire Benefits: (those hired whose first day of work is September 1, 2004 or after)

The Board agrees to offer each eligible employee (those working a minimum of 25 hours per week, on average, for the duration of the school year) Anthem health insurance coverage (Standard and Choice Plus plans). District will contribute 80% of the cost of the single Choice Plus Plan premium for that year.

- B. The domestic partners of eligible employees shall be eligible for insurance coverage under the terms set forth in section A above. Domestic partner eligibility shall be determined by reference to the requirements of the insurance company providing the Board's insurance plan, and evidence of compliance with such requirements shall be filed with the Office of the Superintendent of Schools.

C. Dental Insurance

The Board agrees to offer each eligible employee dental insurance equal to or better than the State Mutual Insurance Company Plan II for current employees working in the District prior to August 31, 2004. New hires (September 1, 2004 or after) will not receive a District contribution to dental insurance.

D. The Board agrees to furnish each employee with Maine State Basic Group Life Insurance in the amount of each member's annual salary up to \$27,000.

E. The School Board will offer a Section 125 premium-offset plan through a party chosen by the Board which would provide a tax sheltered opportunity for employees to pay for health and dental insurance premiums.

F. The School Board will offer as benefits under the Section 125 Plan a Medical Care Reimbursement Plan and a Dependent Care Reimbursement Plan. The per-account/per-month administrative fee(s) shall be paid by the individual participant utilizing one or both of the separate benefit plans under the Cafeteria Plan.

G. Retirement Plans

The School Board will offer a choice of Maine State Retirement (PLD plan) or ICMA retirement to benefit-eligible employees. The School Board will match up to 7% of the employee's contribution for ICMA. The School Board will offer retirement contributions to any employee beginning after two years of employment on the system.

H. Food service staff will be reimbursed for work-related travel at the current Federal IRS mileage reimbursement rate upon proper documentation and approval of the Food Service Director.

9. UNIFORMS

Uniforms will be provided to each employee yearly by the Director of Food Service. The uniform is in lieu of the \$120 allowance in the previous contract. Other articles of clothing shall be subject to the approval of the Director.

10. RETIREMENT BENEFIT:

A. When a retirement-eligible employee retires per MSRS and/or Social Security, a retirement bonus of the following amount shall be paid from their accumulated sick leave. If employed by the Falmouth School Department ten (10) or more consecutive years, 20 days paid; 15 years or more, 25 days paid and employed 20 years or more, 30 days paid.

- C. Except in extenuating circumstances, a retirement resignation to take effect in June must be submitted, in writing, to the Superintendent of Schools by November 1 of the same school year. It is recognized that due to budgetary limitations, payment may be deferred until the next fiscal year (after July 1).

Dated _____

Falmouth Food Service Employees

Falmouth School Board

By: _____

By: _____

Food Service Pay Plan

Pay rates for this contract assume no step advancement (for pay purposes) from FY07 levels.

Percent increase	3.0%	3.0%	3.0%
(Current level At end of FY07)			
<u>Years exp.</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
Hired FY08	11.00	11.33	11.67
Hired FY09		11.00	11.33
Hired FY10			11.00
1-4	11.35	11.69	12.04
5-8	11.76	12.11	12.47
9-12	12.01	12.37	12.74
13-16	12.38	12.75	13.13
17-20	12.64	13.02	13.41
20+	12.90	13.29	13.69

Lunch Room Manager
Differential 2.00 per hour

Special Events staff rate
16.50 per hour

Food Service substitute rate
9.00 per hour