

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SOUTHEASTERN PUBLIC EMPLOYEES ASSOCIATION

EASTON SCHOOL CAFETERIA WORKERS UNIT

AND

THE EASTON SCHOOL COMMITTEE

July 1, 2015 THROUGH June 30, 2018

TABLE OF CONTENTS

Recognition	1
Dues Deductions	1
Grievance Procedure	2
Arbitration	3
Seniority	4
Work Day/WorkYear	4
Holidays	5
Leaves	6
Break Time	7
Personnel Record	8
In-Service Days	8
Uniforms	8
Vacations	8
Professional Improvement	9
Insurance	9
Promotion and Transfer	9
Discrimination and Coercion	10
Accidental Disability	10
Miscellaneous Provisions	11
Compensation - Part 1	12
Compensation - Part 2	12

TABLE OF CONTENTS

Longevity	12
Severability	13
Appendix A Leave Benefit Policy	13
Appendix B Compensation	14
Duration	15

ARTICLE 1
RECOGNITION

The Easton School Committee (hereinafter "the School Committee") recognizes the Southeastern Public Employees Association (hereinafter "the Union") as the exclusive bargaining agent with respect to wages, hours, and other conditions of employment for all cafeteria employees of the Easton Public Schools as certified by the Massachusetts Relations Commission in Case No. MCR-4289 and excluding all other employees.

The parties hereby acknowledge that the School may submit a Request for Proposal to contract out the operation of the School cafeterias. The parties agree that this RFP will include a provision to grandfather in all current employees in their current positions and subject to the provisions of the existing collective bargaining agreement. The employees' hours in those positions will be protected except under circumstances where they would not be protected absent contracting out to a vendor. In addition, the School agrees that, when it finalizes a contract with a vendor, to the extent it has not already done so, it will bargain with the Union over the impact of contracting out the operation of the School cafeterias.

ARTICLE 2
DUES DEDUCTIONS

A. The School Committee agrees to deduct from the salaries of the employees covered by this Agreement (hereinafter "employees") dues for the Union as said employees individually and voluntarily authorize the School Committee to deduct. The School Committee further agrees that dues will be taken out over the ten month school year to cover the twelve months in question, and to transmit such dues promptly to the Union at regular intervals.

B. Authorization forms for the payroll deductions provided for in Section A above shall be in writing in the form set forth below and signed by each authorizing employee.

Payroll Deduction Authorization Form

I, _____, hereby authorize the Easton School Committee to deduct from my regular wages all union dues in the amount determined and certified by the Southeastern Public Employees Association to be my obligation for Union dues, fees, or assessments and to transmit such deducted dues to SPEA at regular intervals.

At least sixty (60) days notice, in writing, prior to September 1 of any calendar year, shall be given to the School Committee to withdraw this authorization.

[signed _____]

C. The Union shall notify the School Committee at least thirty (30) days prior to any change in the amount of dues from the amount certified by August 1 of each calendar year.

ARTICLE 3
GRIEVANCE PROCEDURE:

A. The purpose of the procedure set forth hereinafter is to provide prompt and equitable solutions to grievances. All grievances will be handled as provided in this Article. The parties agree that such procedure shall be kept as informal and confidential as may be appropriate for the procedural level involved. Nothing in this Agreement shall prevent any employee from individually presenting any grievance without the intervention of the union, provided that the adjustment is not inconsistent with the terms of this Agreement and provided further that an agent of the Union may be present at grievance meetings and may express the Union's position on the grievance.

B. The following definitions shall apply for purposes of this Agreement:

(1) A "grievance" is defined to be (1) a question, problem, or disagreement which arises concerning the interpretation or application of any provision of this Agreement with respect to wages, hours, or working conditions of an employee or employees covered by it; or (2) an alleged violation of any provision of this Agreement by either.

(2) An "aggrieved employee" shall mean the employee or employees making the complaint.

C. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement of the parties. "Days" as used in this Article and the next Article (Arbitration) shall mean calendar days.

D. The formal grievance procedures of this Agreement shall be governed by the following:

STEP 1: The aggrieved employee or employees with or without representation from the Union shall present the grievance in writing to the employee's immediate supervisor within ten (10) working days of the day of the event upon which the grievance is based or from the date when the individual or group had knowledge or should have had knowledge of the event.

STEP 2: If the grievance is not resolved to the satisfaction of the aggrieved employee or in the event no decision has been reached by the immediate supervisor within five (5) working days, it shall be presented in writing to the Superintendent of Schools or his/her designee within ten (10) days after the immediate supervisor's response is due. The Superintendent or his/her designee shall respond to the aggrieved employee and Union Steward in writing within ten (10) working days.

STEP 3: If the grievance is not resolved to the satisfaction of the aggrieved Union, the Union may present the grievance in writing to the School Committee within ten (10) working days of receipt of the Step Two answer, or, if the Superintendent fails to respond in a timely manner, within ten (10) working days after the Superintendent's response was due. The School Committee's answer shall be in writing and shall be made within thirty (30) days after receipt of the written grievance by the School Committee, when no meeting is held, or within fifteen (15) days after the conclusion of the meeting if such a meeting is held. A copy of the School Committee's answer will be furnished to the Union.

- E. If the grievance is not settled to the satisfaction of the aggrieved employee(s) at the School Committee level, the Union may submit the grievance to arbitration by giving written notice to the School Committee within thirty (30) days after receipt of the Committee's decision and by, at the same time, submitting the matter to the American Arbitration Association.

ARTICLE 4
ARBITRATION:

- A. In the event that the Union elects to submit a grievance to arbitration, the arbitrator shall be elected in accordance with the rules of the American Arbitration Association.
- B. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement.
- C. The arbitrator shall furnish a written opinion specifying the reasons for his/her decision. The decision of the arbitrator shall be final and binding upon the Committee, the Union, and the employee(s) who initiated the grievance.

- D. The fees of the American Arbitration Association and of the arbitrator and expenses of any required hearings shall be shared equally by the Committee and the Union, but each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case.

h

ARTICLE 5
SENIORITY

A. Seniority for employees shall be construed as the length of an employee's continuous service in the Easton Public Schools cafeteria unit and shall be calculated from the date of appointment. An employee's period of continuous service shall be broken by discharge or suspension for just cause, unless overturned pursuant to arbitration. Authorized leave of absence, military service, or layoff due to budgetary constraints or lack of work shall not be construed a break in continuous service for the purposes of establishing a seniority ranking. The Superintendent shall maintain a seniority list pursuant to this Article which will be updated on an annual basis and furnished to the Union upon request.

B. In the event it becomes necessary to lay off employees, the principle of seniority shall control, meaning that the last employee hired will be the first laid off. Employees due to be laid off shall have the right to bump other employees having less seniority in lower job classifications. Employees laid off pursuant to this Section will retain the right to be recalled for a period of two (2) years from the effective date of the lay-off. Employees will be recalled according to the principle of seniority.

ARTICLE 6
WORKDAY/WORK YEAR

A. WORKDAY/WORK WEEK

The workday and workweek for an employee shall consist of the number of hours per day and the days per week regularly worked by such employee. The number of hours in a regular work day shall reflect the number of hours necessary to properly execute the menu and clean the kitchen as determined by the Employer. Each employee shall be scheduled to work a shift with regular starting and quitting times except for emergency situations when schedules may be altered to accommodate the emergency.

B. WORK YEAR

The work year shall consist of the days during the school year which students are scheduled to attend, plus the day prior to the commencement of student attendance, plus up to two (2) additional days pursuant to Article 11. Each employee shall be notified individually in writing of the date on which they are required to report to work at the start of a new school year. Such notification shall be given as soon as practicable and in no case later than August 31.

C. OVERTIME

When personnel are required to work overtime which is not an extension of their regular shift, a minimum of two (2) hours will be guaranteed. An extension of a regular shift will be paid on the basis of the actual time worked.

If an individual is required to report for an emergency, function or an unscheduled work day, he/she will be guaranteed two (2) hours pay for any time of two (2) hours or less. If the time exceeds two (2) hours, the individual will be paid for the actual time worked.

In the case of a function, emergency or an unscheduled work day as indicated in the two preceding paragraphs, the individual will be compensated at a rate one and one half times the regular rate.

ARTICLE 7
HOLIDAYS

The following shall be considered to be paid holidays:

New Year's Day	Veterans Day
Martin Luther King Day	Day before Thanksgiving
Presidents Day	Thanksgiving Day
Patriots Day	Friday after Thanksgiving
Memorial Day	Day before Christmas provided that it falls on a normal workday and school is not in session
Labor Day	Christmas Day
Columbus Day	

A 3% additional wage increase has been given in exchange for the loss of two Jewish holidays and Good Friday.

In order to receive pay for a holiday, the employee must work on the regular scheduled workdays immediately before and after the holiday. An employee will receive holiday pay if he/she is absent the day before or after a holiday if the employee is hospitalized, attending the funeral of a member of the immediate family, or under any other special circumstances not noted above where approval has been received in advance from the Superintendent of Schools.

ARTICLE 8
LEAVES

A. Funeral Leave

In the event of death in the immediate family, an employee will be granted up to five (5) days paid leave. The superintendent of schools may grant additional days in extenuating circumstances.

Leave as delineated above is limited to death of:

Spouse	Father	Brother	Grandchild
Child	Mother-in-law	Sister	Son-in-law
Mother	Father-in-law	Grandparents	Daughter-in-law

Up to two (2) days of paid leave may be granted in the event of the death of an aunt or uncle or for the death of a less than immediate family member of the employee or his/her spouse.

Other requests for funeral leave will be charged to available personal leave.

B. Funeral of Employees

Two stewards or their representatives, and one other member of the bargaining group may act as official representatives of the Union at the funeral of cafeteria unit members.

C. Personal Leave

Personal leave shall be awarded to employees according to the number of hours in their regular work week pursuant to the schedule set forth on Appendix A attached hereto.

D. Sick Leave

Sick leave shall be accrued by each employee according to the number of hours in such employee's regular work week pursuant to the schedule on Appendix A. Any new employee must work 90 days before he/she is eligible to accrue sick leave. Accumulated sick leave will appear on each employee's pay-stub at periodic times throughout the school year.

If an employee has a serious/prolonged illness, and his/her track record indicates lack of sick leave abuse, he/she may request additional time from the Superintendent of Schools, and the response to such requests would not be subject to the grievance and/or arbitration process. A union member may be asked for a medical certificate after five (5) consecutive sick days.

E. Critical Illness Leave

Employees shall be allowed up to 5 (five) days per year out of accumulated sick leave to care for a member of the immediate family who has a critical illness. The immediate family shall be defined as the employee's spouse, parents, children, mother-in-law, or father-in-law. Any other unique situations or a request for more than five days would have to be approved in advance by the Superintendent or his/her designee, and the response to such unique requests would not be subject to the grievance process.

F. Jury Pay

The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty..

G. Family Leave

The School Committee shall comply with the requirements of the Family and Medical Leave Act of 1993 and any other laws applicable to family leave.

ARTICLE 9
BREAK TIME

All full-time employees (regular work day of 4 hours or more) will be permitted to take one ten (10) minute break per shift.

ARTICLE 10
PERSONNEL RECORD

No material derogatory to an employee shall be placed in his/her personnel record, unless the employee has had a prior opportunity to review the material. Employees will have the right, upon request, to review the contents of their personnel record. Any employee will have the right to submit a written response to any material in his/her record that the employee deems to be derogatory and such written response shall be placed in the employee's record, attached to the derogatory material.

ARTICLE 11
IN-SERVICE DAYS

Employees shall be permitted to work up to two (2) additional days per year for the purpose of cleaning. One cleaning day will be permitted during the month of January on an Early Release day. In the event there is no Early Release Day scheduled in January, the cleaning day will be permitted for the next closest Early Release Day. The second cleaning day will be permitted on the day following students' last day of school in June.

ARTICLE 12
UNIFORMS

A. Full-time employees (regular work day of four (4) hours or more will receive an annual uniform allowance of \$360.00 per year, and part-time employees (working less than four (4) hours per day) will receive an annual allowance of \$285.00 per year. These allowances will be paid to each employee in two (2) equal installments, one the first week of December and one the first week of February. However, any new employee who starts after November 15 in a given year will only receive the February clothing allowance in that first year of employment.

B. In addition to the uniform allowance, all necessary materials currently supplied to employees by the food service company, including three aprons, will be supplied by September 30th of each school year.

ARTICLE 13
VACATIONS

All employees shall be entitled to paid vacation time, during time that school is not in session, according to the following schedule. The anniversary date of the employee's appointment represents the completion of each year of service.

5 years service of at least 20 hrs. per week	15 days
10 years service of at least 20 hrs. per week	20 days
15 years service of at least 20 hrs. per week	22 days
20 years service of at least 20 hours per week	24 days
25 years service of at least 20 hours per week	25 days

ARTICLE 14
PROFESSIONAL IMPROVEMENT

Employees may be asked to attend a certified training program each year; in such instances, the School Committee shall pay all reasonable costs, including tuition, associated with any such workshops attended by managers or other employees.

ARTICLE 15
INSURANCE

All employees whose regular work week is twenty (20) hours or more will be considered eligible for any health, accident or other insurance coverage provided by the Town of Easton under the General Laws of Massachusetts Chapter 32B and will share the premium coverage at the same rate as other town and school employees. The payments for the 12 months of coverage will be prorated over the 10 months of the school/work year.

Effective July 1, 2015, health insurance programs will be available to unit members through the GIC, and will replace the current plans:

The current GIC health insurance will be available to unit members in accordance with the PEC agreement. The employer/employee splits will be as follows:

HMO - Employer 75% - Employee 25%
PPO - Employer 75% - Employee 25%
POS - Employer 75% - Employee 25%
State Indemnity - Employer 50% - Employee 50%

The Union recognizes that the health insurance plan and contribution rates are generally not within the control of the School Committee. Thus, should the Town (as opposed to the School Committee) make any changes in the plan or in the contribution rate, prohibited practice charges will not be filed against the School Committee.

ARTICLE 16
PROMOTION AND TRANSFER

A. **PROMOTION**

When a vacancy occurs or when a new position is created within the bargaining unit during the school year, the School Committee shall post a notice thereof on the Cafeteria Employees' Bulletin Board in each school for a period of five (5) working days. Vacant positions and/or assignments which become available during the summer vacation period should be mailed to each member of the bargaining unit who leaves a

written request **with** the Superintendent's office prior to the close of the school year. Vacancy and/or new position notices shall set forth the position's title and the closing date for applications. Interested party shall submit the written application to the Superintendent's office on or before the closing date of the posting. The position shall be filled within ten days and notifications shall be sent to the stewards of those chosen for the positions.

The employer will select the most qualified candidate, and seniority in the bargaining unit should be considered but shall not be a deciding factor in the selection process unless the employer reasonably determines that all relevant factors among the candidates are equal.

B. TRANSFER

Enrollment shifts and system needs may create situations where an employee's hours in a particular school can be involuntarily increased or reduced, but a benefited position cannot be involuntarily reduced below four (4) hours per day. Also, the needs of one school may necessitate the involuntary shift of a position to that school from another school, and this shifted position shall be viewed as an involuntary transfer, not an open position or vacancy.

Two employees of the bargaining unit, with system approval, may voluntarily swap positions such that there is no change in job classification of the employees involved.

In the case of voluntary demotion from a higher pay job classification to a lower pay job classification at the request of the employee, the demotion will not bar the employee from applying for subsequent openings of a higher pay classification.

ARTICLE 17 DISCRIMINATION AND COERCION

There shall be no discrimination by the Superintendent or other agents of the School Committee or by the Union against any employee because of his/her activity or membership in the Union or because of any employee's race, color, religious creed, national origin, sex, ancestry, or because of disability or sexual orientation as those terms are defined under G.L. c.151B.

ARTICLE 18 ACCIDENT DISABILITY

Whenever an employee is absent from school as a result of personal injury (caused by an accident or assault) arising out of and in the course of the employee's employment, the employee will be paid by the school department a salary that will, when combined with Worker's Compensation, be equal to the regular take home pay.

The employee will not benefit and make more money, nor take home less pay, while collecting Worker's Compensation. The employee shall use sick leave for the first ten (10) days. If the employee does not have ten (10) days of accrued sick time, he/she can make up that difference by converting any portion of unused vacation time to sick leave in order to cover the first ten (10) days not covered by Workers Compensation.

ARTICLE 19
MISCELLANEOUS PROVISIONS

A. The Food Service Director shall have the authority to supervise Easton School Committee cafeteria workers. The Food Service Director shall make sick leave and personal leave records available to employees upon reasonable request.

B. The School Committee shall provide a bulletin board in each of its kitchens where bargaining unit employees work for the posting of Union notices and communicating Union information.

C. Any employee covered by this Agreement who is required to use their own vehicle on School District business will receive the automobile IRS allowance rate authorized by the Town of Easton for reimbursement to Town employees at the time of such use.

D. Grievance or negotiation meetings will normally be held at a time which does not interfere with the employee(s) scheduled work shift.

E. The Food Service Director will forward the necessary paperwork for union deductions to the Payroll Supervisor for all new union employees who will work less than 20 hours per week. The Payroll Supervisor will take care of this paperwork for all new union employees who will work 20 hours or more per week. Also, the Superintendent's office will provide a copy of the union contract to all new union employees upon request.

F. The School Committee agrees to enter into negotiations with the Association for a successor agreement not later than three months prior to the expiration of this 2015-2018 agreement.

G. Time clocks may be utilized for keeping records of employee's time.

H. Payroll will utilize a direct deposit system.

ARTICLE 20
COMPENSATION (PART 1)

Appendix B sets forth the compensation schedule for the three years covered by this Agreement. All employees shall advance to the next step on the schedule automatically on the anniversary date of appointment in the Cafeteria Unit. As of September 1, 2004, employees who have been on Step 3 for at least a year's period of time will automatically move to step 4 for the 2004-05 year, and will thereafter use a September 1 anniversary date.

- a) Wage and Step Increases for year one of the Agreement (7/1/2015 to 6/30/2016) are 1% plus 3% (holiday loss compensation) for a total of 4% retroactive to July 1, 2015.
- b) Wage and Step increases for year two of the agreement (7/1/2016 to 6/30/2017) are 2%.
- c) Wage and Step increases for year three of the agreement (7/1/2017 to 6/30/2018) are 3%.

ARTICLE 21
COMPENSATION (PART 2)

A successful applicant for a new position from within the bargaining group will start at the base step in the new position. In the event that the new position would cause a reduction in hourly pay, the employee will receive an hourly pay equal to the step for the new position that is closest to that of the former position without loss in pay. However, the successful applicant can request that the Superintendent of Schools make a different step placement, based on extenuating circumstances. Such a decision by the superintendent is not subject to the grievance and/or arbitration process.

ARTICLE 22
LONGEVITY

Employees who on/or before December 1 each year, who have completed five years of service to the Easton Schools, will be paid a longevity stipend of \$750 in year one. In year two it will increase \$850.00, and in year three it will increase to \$925.00 and will be paid with the first paycheck in November; after ten years of completed service, a longevity stipend of \$925.00 in year one, \$1,025.00 in year two, and \$1,100.00 in year three; and, after 15 years of completed service, a longevity stipend of \$1,100.00 in year one, \$1,200.00 in year two, and \$1,275.00 in year three. For each additional five years of service thereafter, the aforementioned longevity will be increased by the amount of \$300.00.

ARTICLE 23
SEVERABILITY

If any provision in this Agreement is held to be unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force and effect.

APPENDIX A
LEAVE BENEFITS POLICY

35 Hour Week = 15 Sick Days, 3 Personal Days.

<u>Hours/Week</u>	<u>Sick Days</u>	<u>P.B.Days</u>
5	2	0
6	3	1
7	3	1
8	3	1
9	4	1
10	4	1
11	5	1
12	5	1
13	5	1
14	6	1
15	6	1
16	7	1
17	8	2
18	8	2
19	9	2
20	9	2
21	9	2
22	10	2
23	10	2
24	10	2
25	10	2
26	11	2
27	11	2
28	12	2
29	12	2
30	13	3
31	13	3
32	13	3
33	14	3
34	14	3
35	15	3

NOTE: Hours worked per week will be rounded to the nearest whole number for the purpose of calculating and compensating sick and personal days.

**APPENDIX B
COMPENSATION
2015-2018**

4%	FY16						
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
HS MGR	18.50	19.04	19.65	20.38	21.21	21.94	22.50
EMS/RO MGR	17.07	17.60	18.12	18.90	19.67	20.34	20.85
SM SCH MGR	16.07	16.55	17.07	17.83	18.58	19.24	19.73
ASSIST	13.56	14.00	14.39	15.16	15.95	16.52	16.91
FT HELPER	12.97	13.40	13.77	14.53	15.31	15.86	16.24
PT HELPER	12.38	12.79	13.16	13.90	14.67	15.20	15.58
2%	FY17						
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
HS MGR	18.87	19.42	20.04	20.79	21.63	22.38	22.95
EMS/RO MGR	17.41	17.95	18.48	19.28	20.06	20.75	21.27
SM SCH MGR	16.39	16.88	17.41	18.19	18.95	19.62	20.12
ASSIST	13.83	14.28	14.68	15.46	16.27	16.85	17.25
FT HELPER	13.23	13.67	14.05	14.82	15.62	16.18	16.56
PT HELPER	12.63	13.05	13.42	14.18	14.96	15.50	15.89
3%	FY18						
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
HS MGR	19.44	20.00	20.64	21.41	22.28	23.05	23.64
EMS/RO MGR	17.93	18.49	19.03	19.86	20.66	21.37	21.91
SM SCH MGR	16.88	17.39	17.93	18.74	19.52	20.21	20.72
ASSIST	14.24	14.71	15.12	15.92	16.76	17.36	17.77
FT HELPER	13.63	14.08	14.47	15.26	16.09	16.67	17.06
PT HELPER	13.01	13.44	13.82	14.61	15.41	15.97	16.37

ARTICLE 24
DURATION

This agreement and each of its provisions shall be in effect as of July 1, 2015 and shall continue in full force until and including June 30, 2018. Thereafter, this Agreement shall automatically renew itself for successive terms of one year each unless by the January 1 next prior to the expiration of the contract year involved, either the Committee or the Union shall have given the other written notice of its desire to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto affix their signature through their duly authorized office this _____ day of _____.

FOR EASTON SCHOOL COMMITTEE

FOR S.P.E.A. CAFETERIA UNIT

Fred Isleib, Chair

