

Agreement

between

**Blue Hills Regional Vocational
School District Committee**

and



Cafeteria Employees

July 1, 2008 - June 30, 2011

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PREAMBLE

Agreement made between the Blue Hill's Regional School District, hereinafter referred to as the "Committee", and the Service Employees' International Union, Local 888, affiliated with the AFL-CIO, hereinafter referred to as the "Union".

PURPOSE OF AGREEMENT

The purpose of this Agreement is to promote good relations between the Committee, the Union, and the employees in the bargaining unit represented by the Union, and to make clear the basic provisions upon which such relations depend. It is the intent of both the Union and the Committee to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent, as well as adjust grievances relating to employment.

ARTICLE I – RECOGNITION

The Committee recognizes Service Employees' International Union, Local 888, AFL-CIO, as the exclusive bargaining agent for all positions for whom the Union was certified by the Massachusetts State Labor Relations Commission under case MCR 3260, dated March 22, 1982.

All regular permanent, full and part-time cafeteria employees excluding the Director of Food Services, cafeteria manager, casual substitutes and all other employees.

ARTICLE II – EQUAL OPPORTUNITY

To give emphasis to their intent and desire to comply fully with their obligation under existing applicable laws relating to discrimination on the basis of race, color, religion, country of national origin, sex or age, the parties hereby agree to incorporate these obligations as part of this agreement.

ARTICLE III - PAYROLL DEDUCTION OF UNION DUES

In accordance with the provisions of General Laws, Chapter 180, Section 17 as amended, the Committee agrees to deduct biweekly, if practicable, otherwise, monthly from the pay of each employee in the bargaining unit who properly authorizes it, all Union dues which are owed to the Union.

The Union shall furnish the Committee with a certified list of employees who are members in good standing as of the date of this Agreement and shall thereafter furnish the Committee with the names of any other employees who become members of the Union. The Committee agrees to provide the Union with a list of employees hired, terminated, and reclassified, whenever a change occurs.

ARTICLE IV – AGENCY FEE

Commencing on July 1, 1994, every employee covered by this Agreement if and when not a member in good standing of the Union, shall pay or, by payroll deduction, shall have paid to the Union and agency service fee of one hundred percent (100%) of the affiliated dues; provided, however, that in no case shall such condition arise before the thirtieth (30th) day next following the date of the beginning of the employee's employment or the effective date of this Agreement, whichever shall be later. An employee paying the agency service fee to the Union provided herein may obtain from the union a rebate of a pro rata share of certain expenditures of the union, said expenditures as defined in the Massachusetts General Laws, Chapter 150E, Section 12.

For all employees, payment of agency service fee shall constitute a condition of continued employment. In addition, failure to pay said fee shall subject the non-paying employee to civil liability. Collection of such delinquent agency service fees shall be solely the responsibility of the Union.

The Union shall indemnify the Committee against any damages or legal fees expended in compliance with this Section and shall comply with any rebate procedure or any process as may be required by State, Federal or Constitutional law. The failure of the Committee to perform any responsibility under this section, including but not limited to the failure of the Committee to notify any employee on or before the employee's initial employment date after August 31, 1994 of such employee's obligation to join the union or to pay an agency service fee shall excuse the union from its indemnification obligation hereunder in any legal proceeding brought by or on behalf of such individual employee.

Newly-hired employees shall be required to sign a form acknowledging receipt of such notice from the school district. A copy of such form shall be supplied to the union by the school district.

ARTICLE V – GRIEVANCE PROCEDURE

Any grievance arising during the term of this Agreement concerning the application or interpretation of a provision of this Agreement and which is not otherwise controlled by the Laws of the Commonwealth of Massachusetts shall be adjusted in accordance with the following procedure.

After an initial ninety (90) working day probationary period, no employee shall suffer any adverse employment action without just cause.

Step 1: The Union Steward and/or representative with the aggrieved employee, shall submit the grievance, in writing, to the Cafeteria Supervisor within ten (10) working days after the employee knew, or should have known, of the occurrence or failure of occurrence of the incident upon which the grievance is based.

Step 2: If the grievance has not been resolved within ten (10) working days after its submission to the Cafeteria Supervisor, it shall be submitted to the Superintendent, in writing, within ten (10) working days after the response of the Cafeteria Supervisor was due.

Step 3: If the Grievance has not been resolved by the Superintendent/Director within twelve (12) working days after its submission, it shall be submitted, in writing, within twelve (12) working days to the School Committee for consideration at the next regular School Committee Meeting.

Grievances dealing with termination and/or reduction in force shall proceed to arbitration if not resolved at this Step.

Step 4: In the event that the grievance is not satisfactorily resolved by the School Committee, the Union may submit the grievance to arbitration within thirty (30) calendar days following the School Committee's answer or date on which said answer is due.

The parties may mutually agree to extend any of the time limits set forth herein.

The arbitration shall be conducted by the American Arbitration Association under its existing rules of procedure. The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to, or detracts from, this Agreement. Costs of the Arbitration proceedings except for transcripts requested by a party, shall be shared equally by the School Committee and the Union.

A grievance involving the discharge of a permanent employee may be initiated at Step Two of the procedure. Notwithstanding any contrary provisions of this Agreement, any matter concerning the discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration provisions of this Article.

ARTICLE VI – WAGES, HOURS, AND OVERTIME

Regular Work Week – Permanent full-time cafeteria employees will work on or about thirty-two and one-half (32 ½) hours per week when school is in session. Permanent part-time cafeteria employees will work a minimum of twenty (20) hours per week when school is in session. Permanent part-time cafeteria employees shall be eligible for the same benefits available to permanent full time employees but said benefits shall be pro-rated on the basis of actual hours worked as compared to a full-time schedule. Substitute cafeteria employees generally will not be allowed to work more than 18 hours per week and will not participate in any overtime work under normal conditions. At the discretion of management, or with management's permission, substitute cafeteria workers will be allowed to fill in for permanent cafeteria employees if a permanent cafeteria employee will be out of work for over one (1) week.

In the normal course of events, personnel of this bargaining unit will rotate on an equitable basis the various duties in the kitchen. If an employee is hired to do heavy, laborious work as part of this bargaining unit, this employee will not be on the normal rotation.

The work year of the cafeteria employees will begin on the first Tuesday following Labor Day and will end on the 181st school day.

Lunch – Employees shall receive a one-half hour paid lunch to be taken on-site. Employees shall work six (6) hours each day, exclusive of the lunch period.

Coffee Break – The time for coffee breaks shall be at the discretion of the Cafeteria Manager between 9:00 a.m. and 10:30 a.m., for not more than a ten (10) minute duration.

Overtime – For full-time employees, overtime shall commence after forty (40) hours per week. For permanent part-time employees, overtime shall commence after thirty (30) hours per week. Hours worked between thirty (30) and forty (40) per week shall be compensated at straight time. Hours worked in excess of forty (40) per week shall be compensated at the rate of time and one-half the employee's regular rate of pay. Irrespective of hours worked in a week, cafeteria employees will be paid time and one-half for working evening banquets, such as the Advisory Board Dinner.

Allocation of Overtime – Overtime shall be allotted equally among the employees in the particular classification.

Call-In-Pay – An employee shall be paid a minimum of four (4) hours pay at the rate of time and one half (1 ½) for emergency "Call-Ins". As used herein "Call-Ins" means that the employee is summoned from his/her home to work in an emergency, does the work and returns home after he/she has completed his/her work in the emergency.

Salary Schedule – The Salary Schedule for this Agreement is shown in Appendix A.

ARTICLE VII – SENIORITY, JOB PREFERENCE AND JOB POSTING

Seniority – An employee's seniority shall be equal to his/her length of continuous service measured from the date of hire to a bargaining unit position. For the first ninety (90) working days, the employee is on a temporary status and not a member of the bargaining unit. Upon completion of the first ninety (90) working days of employment the employee will either be released from employment or appointed by the District School Committee at their next regular meeting to a permanent status. When appointed to a permanent status, by the District School Committee, the right of seniority will revert to the original date of hire. The principle of seniority shall be applied in cases of layoff and rehire. Major consideration will be given to seniority in cases of reassignment.

Preference to Present Employees – Present employees shall be given preference over applicants for work when jobs are available, and particularly for jobs offering advancement.

Posting – The School Committee agrees to post all promotional positions on the bulletin board for ten (10) working days. All employee applicants for posted promotional positions shall receive an answer within three (3) working days after the next scheduled School Committee Meeting following the final day for filing.

ARTICLE VIII – VACATIONS, HOLIDAYS, EMERGENCY SCHOOL CLOSINGS

Vacations: Employees shall be entitled to the following vacation schedule: Five (5) days between Christmas and New Year's Day. There will be no accrual of vacation time.

Holidays: The following days shall be considered as paid holidays:

New Year's Day	Memorial Day
Martin Luther King Day	Columbus Day
(if school is not in session)	Veteran's Day
Washington's Birthday	Thanksgiving Day
Patriot's Day	Day After Thanksgiving
Good Friday	

Christmas shall be considered a paid holiday if it falls within Monday through Friday.

Emergency School Closing: Employees under this Agreement will be entitled to pay for, up to and including, three (3) emergency or snow days if school is cancelled. Workers will be paid for a full shift when sent home by the school for inclement weather or any other emergency before their regular shift ends.

ARTICLE IX – SICK LEAVE

A. – Sick leave will be earned at the rate of one and one half (1½) days per month for each month of service, with unlimited accumulation. To be eligible for sick leave, employees must call the receptionist before 7:30 a.m. In case of demonstrated sick leave abuse, the Employer shall have the right to investigate such abuse by asking for documentation of illness.

B. – A limited sick bank may be established and administered by the Union. The purpose of this bank is to provide sick leave to those employees who have used all of their accrued sick leave. Membership in the bank will require the transfer of one (1) sick day per employee to the bank. Additional days may be assessed on a uniform basis. The maximum sick leave that may be taken from the bank, per employee, is twenty (20) days.

C. – Upon retirement, employees who have completed ten (10) years of service will be paid ten dollars (\$10.00) per day for each day of sick leave accumulated in excess of fifty (50) days up to one hundred (100) days and thirteen dollars (\$13.00) per day over one hundred (100) days, provided such total payment shall not exceed a total of two thousand dollars (\$2,000.00). Effective July 1, 2009, the above described employees shall be paid as follows for such accumulated sick days: for days 1 – 150 at the rate of ten dollars (\$10.00) per day, and for days in excess of 151 at the rate of fifteen dollars (\$15.00) per day, provided such total payment shall not exceed a total of three thousand dollars (\$3,000.00).

To be eligible for sick leave buy back, the employee must notify the Superintendent-Director of his/her intended date of retirement at least one calendar year prior to the date of retirement so that monies may be budgeted for this purpose.

ARTICLE X – PERSONAL LEAVE

Two (2) days of Personal Leave are allowed each year. Effective July 1, 2008, employees hired after December 31 of any contract year shall be eligible for only one (1) personal day to be used for that year. Unused personal days remaining as of June 30 of any year may be converted to sick time and accrued pursuant to the provisions of Article IX, Section A. Written request must be submitted at least twenty-four (24) hours in advance for the approval of the Superintendent/Director. Personal Leave will not be approved to extend a Vacation or Holiday Period.

ARTICLE XI – BEREAVEMENT LEAVE

An employee shall be granted up to five (5) days' leave, with pay, in the event of a death in the immediate family, including: mother, father, spouse, child, sister, brother, mother-in-law, father-in-law, step-parent, step-child, or grandchild; and, one (1) day for the death of grandparents, grandparents of spouse, brother-in-law, sister-in-law, aunt, uncle, nephew, or niece of the employee.

ARTICLE XII – JURY DUTY

Every employee covered by this Agreement who is required to serve on a jury shall be granted leave of absence without loss of pay. Upon presentation of satisfactory evidence relating to jury service and payment therefore, the Committee will pay said employee such sum of money as when added to the amount received by said employee as compensation for jury service, will result in the payment to him/her of his/her full salary for any particular work week. If the Committee elects to pay the employee his/her full salary, the employee shall turn in to the Committee any amounts received from the County for said jury duty.

ARTICLE XIII – INSURANCE

Fifty percent (50%) of the premium for (\$2,000.00) worth of life insurance coverage will be paid by the employer for permanent cafeteria employees.

Effective July 1, 2009, the District will join the Group Insurance Commission (“GIC”) pursuant to the provisions of M.G.L. c. 32B, §19 and the terms of an agreement reached between the District School Committee and the Public Employees Committee (hereinafter referred to as the “PEC Agreement”). As of the effective date of the District’s inclusion in the GIC and for so long as the District continues to participate in the GIC under the provisions of §19, the provision of health insurance benefits shall not be governed by the terms of the parties’ Collective Bargaining Agreement. A copy of the PEC Agreement is on file in the Superintendent’s Office.

ARTICLE XIV – UNIFORMS

All cafeteria personnel having completed ninety (90) work days of full-time service with the school, will be reimbursed a uniform allowance not to exceed two hundred and twenty-five dollars (\$225.00), upon submission of appropriate receipts for work clothing expenditures. Effective July 1, 2009, the annual clothing allowance will be increased to three hundred dollars (\$300.00).

It will be the responsibility of all personnel to maintain and keep uniforms clean.

ARTICLE XV – STRIKES

It is agreed by the parties that during the term of this Agreement, or any renewal thereof, there will be no strikes, stoppages, picketing, banners, or advertisements concerning any matter in dispute between the Committee and the Union or the employees.

ARTICLE XVI – BULLETIN BOARDS

The Committee will permit the Union to post notices of its meetings and other Union activities on bulletin boards in the various locations which have been agreed upon.

The Union has the right to confer with its members, providing the Union gives advance notice to the Superintendent/Director or his designee, and registers with the receptionist when conducting Union activities at the school, provided that it shall not interfere with or interrupt normal school operations.

ARTICLE XVII – SAFETY

The Committee shall continue to maintain such safety and sanitary conditions as are necessary to protect and preserve the health and welfare of its employees. Adequate first aid protection shall be made available to all employees during the school day on the same basis as provided to students.

ARTICLE XVIII – LONGEVITY PAYMENTS

A permanent full-time cafeteria employee who has completed five (5) years of service shall receive longevity pay of three hundred fifty dollars (\$350.00) annually. A permanent full-time cafeteria employee who has completed ten (10) years of service shall receive longevity pay of four hundred fifty dollars (\$450.00) annually.

A permanent part-time cafeteria employee who has completed five (5) years of service shall receive longevity pay of one hundred and fifty dollars (\$150.00) annually. A permanent part-time cafeteria employee who has completed ten (10) years of service shall receive longevity pay of two hundred dollars (\$200.00) annually.

Effective July 1, 2009, longevity shall be paid annually as follows:

Full-Time Employees:	5 years	\$450
	10 years	\$550
	15 years	\$850

Part-Time Employees:	5 years	\$250
	10 years	\$300
	15 years	\$400

ARTICLE XIX – FEDERAL AND STATE LAWS AND EXECUTIVE ORDERS

If any law, judicial order, administrative order, or ruling shall so restrict or affect performance of this Agreement or any Article or Articles thereof, in accordance with its terms as to make it either impossible of such performance, or in the judgment of the Committee unduly burdensome, then the committee may, at its option, terminate the affected Article or Articles thereof, by written notice to the Union, and burdensome, then the committee may, at its option, terminate the affected Article or Articles thereof, by written notice to the Union, and thereupon the Union and the Committee shall, in good faith, commence negotiations of a renewed Agreement or new Articles.

ARTICLE XX – PERFORMANCE EVALUATION

Members shall be evaluated annually, on or before April 15, using an agreed upon evaluation instrument. A subcommittee comprised of one member of the District School Committee, the Superintendent or his designee, and two members designated by the Association will meet to negotiate an agreeable evaluation instrument. Said negotiations will be completed by September 1, 2005 so that the new evaluation instrument and process can be implemented for the 2005-2006 school year. The evaluation process will be reviewed by the parties after completion of the first year.

ARTICLE XXI – UNION BUSINESS

- A. Release time will be allowed to the Union of three (3) days per year for no more than one (1) employee at a time, for the purpose of attending training provided by SEIU. This time will be paid release time.
- B. Two (2) Union officers or representatives shall be granted time off from work with pay to attend grievance meetings or hearings that cannot otherwise be scheduled after work hours, provided they occur during the work day, or to investigate grievances of an emergency nature.

ARTICLE XXII – DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 2008 until June 30, 2011, and from year to year thereafter, unless either party notices the other, in writing, no later than ninety (90) days prior to June 30, 2011 or of any subsequent year that it desires to modify, amend, or terminate this Agreement.

FOR THE UNION:

FOR THE SCHOOL COMMITTEE

Kathleen Manning for me.
DATE 10/07/09 ✓ DATE 10/6/09.

APPENDIX A

Blue Hills Cafeteria Union, SEIU, Local 888 Salary Schedules

	7/1/2007		7/1/08 - 2% Increase		1/1/09 - 1% Increase		7/1/09 - 3%+ Step 8		7/1/10 - 3.5% Increase	
	FT Clerk	hourly								
Step 1	\$15,703.09	\$12.14	\$16,017.15	\$ 12.38	\$16,177.32	\$ 12.51	\$16,662.64	\$ 12.88	\$17,245.84	\$ 13.33
Step 2	\$17,190.62	\$13.29	\$17,534.43	\$ 13.56	\$17,709.77	\$ 13.69	\$18,241.06	\$ 14.10	\$18,879.50	\$ 14.60
Step 3	\$18,160.74	\$14.04	\$18,523.95	\$ 14.32	\$18,709.19	\$ 14.46	\$19,270.47	\$ 14.90	\$19,944.94	\$ 15.42
Step 4	\$19,790.55	\$15.30	\$20,186.36	\$ 15.61	\$20,388.22	\$ 15.76	\$20,999.87	\$ 16.23	\$21,734.87	\$ 16.80
Step 5	\$20,980.57	\$16.22	\$21,400.18	\$ 16.54	\$21,614.18	\$ 16.71	\$22,262.61	\$ 17.21	\$23,041.80	\$ 17.81
Step 6	\$21,847.22	\$16.89	\$22,284.16	\$ 17.23	\$22,507.00	\$ 17.40	\$23,182.21	\$ 17.92	\$23,993.59	\$ 18.55
Step 7	\$22,610.38	\$17.48	\$23,062.59	\$ 17.83	\$23,293.21	\$ 18.01	\$23,992.01	\$ 18.55	\$24,831.73	\$ 19.20
Step 8							\$24,718.79	\$ 19.11	\$25,583.94	\$ 19.78
	FT Worker		hourly							
Step 1	\$12,935.00	\$10.00	\$13,193.70	\$ 10.20	\$13,325.64	\$ 10.30	\$13,725.41	\$ 10.61	\$14,205.80	\$ 10.98
Step 2	\$14,150.89	\$10.94	\$14,433.91	\$ 11.16	\$14,578.25	\$ 11.27	\$15,015.59	\$ 11.61	\$15,541.14	\$ 12.01
Step 3	\$15,185.69	\$11.74	\$15,489.40	\$ 11.97	\$15,644.30	\$ 12.09	\$16,113.63	\$ 12.46	\$16,677.60	\$ 12.89
Step 4	\$15,961.79	\$12.34	\$16,281.03	\$ 12.59	\$16,443.84	\$ 12.71	\$16,937.15	\$ 13.09	\$17,529.95	\$ 13.55
Step 5	\$16,918.98	\$13.08	\$17,257.36	\$ 13.34	\$17,429.93	\$ 13.48	\$17,952.83	\$ 13.88	\$18,581.18	\$ 14.37
Step 6	\$17,850.30	\$13.80	\$18,207.31	\$ 14.08	\$18,389.38	\$ 14.22	\$18,941.06	\$ 14.64	\$19,604.00	\$ 15.16
Step 7	\$18,471.18	\$14.28	\$18,840.60	\$ 14.57	\$19,029.01	\$ 14.71	\$19,599.88	\$ 15.15	\$20,285.88	\$ 15.68
Step 8							\$20,191.54	\$ 15.61	\$20,898.24	\$ 16.16