

Agreement

between

Falmouth School Committee

and



CTW-CLC

Food Service Workers

July 1, 2008 - June 30, 2011

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ARTICLES OF AGREEMENT

Articles of agreement made and entered into as of July 1, 2008 by and between the School Committee and the Town of Falmouth, hereinafter called the Committee, and the Service Employees International Union, Local 888, hereinafter called the Union. In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows:

ARTICLE 1 --- RECOGNITION

The Committee agrees that it will recognize and deal with the Union as the sole and exclusive bargaining agent for all permanent Food Service employees of the Town of Falmouth, coming under the jurisdiction of the Union, for the purposes of establishing rates of pay, wages, hours of employment and other terms or conditions of employment. This Agreement excludes the Food Service Director, Food Service Secretary, and Cafeteria Managers.

This contract recognizes employees according to three major groups:

- Full time employees hired prior to July 1, 1984.
- Full time employees hired after July 1, 1984.
- Part time employees.

Full time employees are defined as those employees who are officially hired to work 20 hours or more a week.

ARTICLE 2 --- COMMITTEE RIGHTS

This Agreement does not limit or abridge any function, responsibility, or right of the School Committee or School Administrator except as specifically set forth in this Agreement.

ARTICLE 3 --- EMPLOYEES' RIGHTS

The Committee further agrees that neither the Committee, nor any of its representatives, department officials, agents, servants, or employees of the Committee, shall violate any rights of employees of the Union as provided for and guaranteed by the General Laws, Chapter 150E generally, and Section 10(a) specifically.

The School Committee shall continue its policy of Non-Discrimination of any person because of race, creed, color, national origin, sex, marital law, and act for and represent equally, all persons covered by this Agreement, whether or not they are Union members.

ARTICLE 4 --- SEPARABILITY AND SAVINGS

If any article, section or paragraph, or parts of this Agreement, or any rider thereto, should be held to be invalid by operation of law or by any agency or tribunal pending a final determination as to its validity, the remainder of this Agreement and any thereto or the application of such article, section or paragraph to persons or circumstances other than those as to which it has been invalid or as to which compliance with, or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 5 --- NO STRIKE CLAUSE

No member of the bargaining unit covered by the terms and provisions of this Agreement shall, during the life of this Agreement engage in, induce, or encourage any strike, work stoppage, or slow down.

ARTICLE 6 --- GRIEVANCE PROCEDURE

Definition: For the purpose of this Agreement, a grievance shall be defined as a dispute between a member of the bargaining unit covered by this Agreement and the Committee, over the interpretation of an expressed written provision of this Agreement or an inequitable or discriminatory application of an expressed written provision of this Agreement.

Procedure: Since it is important that a grievance 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 limit specified my, however, be extended by mutual consent

Level One: An employee covered by this Agreement who has a grievance shall discuss it with the Manager, either personally or through the appropriate representative within five (5) working days after the employee has knowledge of such cause of grievance.

Level Two: If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) working days after the presentation of the grievance, said grievant and/or the Union may appeal to the Director or Food Service. Such appeal shall be in writing, setting forth the details of the grievance, the applicable provisions of the agreement and the decision, if any rendered at Level One. Within ten (10) working days after receipt of the written grievance by the Director, he/she, or the designee shall confer with the grievant.

Level Three: If the grievant is not satisfied with the disposition of the grievance at Level Two, or no decision has been rendered within ten (10) working days after the presentation of the grievance, said grievant and/or the Union may appeal to the Superintendent or designee. Such appeal shall be in writing setting forth the details of the grievance and the applicable provisions of the Agreement and the decision, if any, rendered at Level Two. Within ten (10) working days after receipt of the written grievance by the Superintendent, or his designee, he (or the designee) shall confer with the grievant.

The Superintendent or designee shall render a decision within ten (10) working days after the Level Three grievance conference.

ARTICLE 7 --- ARBITRATION

The grievance shall be submitted to an arbitrator who shall be selected mutually by the parties. If the parties do not select an arbitrator within fifteen (15) calendar days from the date of submission of a grievance to arbitration, then either party may request a list of five (5) arbitrators from the American Arbitration Association. The parties shall determine by lot which party is to strike the first name. The name remaining after each party has eliminated two shall be the arbitrator.

The arbitrator shall be bound by the written submission of both parties of the grievance. His decision shall not extend beyond said submission nor alter, amend or modify the provision of this Agreement. Nor shall the arbitrator render a decision which shall infringe upon any of the reserved rights and duties of the Committee.

Further, the arbitrator shall render his decision after presentation of the grievance in the case, which decision shall be final and binding on both parties of this Agreement.

Both parties shall share equally the expense of such arbitration.

ARTICLE 8 --- EMPLOYMENT PROCEDURES

Employment procedures will be in accordance with approved School Committee policies and regulations for employment of Non-certified personnel.

The Director of Food Service is the department head/supervisor and is responsible for administering employment procedures as they relate to Food Service workers.

ARTICLE 9 --- PROMOTIONS, TRANSFERS, POSTING, AND SUBSTITUTIONS

When an employee is promoted to a job with a higher rate range, or a rate of pay, the employee shall enter it at the minimum of the job rate range, or at employee's current rate, whichever is higher, but in no event at a rate in excess of the maximum for such job. Employee may also receive at the time a one-step increase, provided the maximum for the job is not exceeded, if the department head recommends that qualification and performance warrant it.

If an employee is transferred to a job with a lower rate range, or rate of pay, employee shall enter it at his own rate or at the maximum rate for the job, whichever is lower. Employees who are working out of grade or temporarily assigned to a higher grade, shall after four (4) consecutive weeks in said higher grade, be entitled to receive the salary commensurate with the higher grade.

The four (4) consecutive weeks shall be exclusive of sick leave or vacation leave. An employee shall have the right, without fear of discrimination, to refuse permanent assignment to a high job grade.

During the school year, all new positions shall be posted within the unit for five (5) calendar days before advertising publicly. In the summer, postings for new positions will be sent to individual members.

When an employee is asked to substitute for another employee in a job with a higher salary for more than three days, the employee will be paid at the higher rate of pay from the first day in the position.

The school system shall make every effort to assure full staffing.

ARTICLE 10 --- SENIORITY

Ability, qualifications, and performance shall be the determining factor in layoffs, transfers, and promotions. Where ability, qualifications and performance are substantially equal, seniority shall prevail.

If a bargaining unit member is laid off before the end of the school year and is re-hired for the following school year, seniority will still be based on original date of hire.

ARTICLE 11 --- TIME AND HOURS

Employees will work their specified number of hours as assigned. Permission to vary from these hours may be granted by the Food Service Director.

All hours worked in excess of forty (40) hours in any work week shall be paid at the rate of time and one-half (1 ½) the employee's regular straight time hour rate of pay. Employees may be required to work overtime at the discretion of the manager when required, as long as reasonable notice is given when possible. When volunteers are requested for function overtime, seniority shall be used in determining assignments.

Employees who are called upon to work other than their regularly scheduled job for extra-curricular and community functions where a specific charge is levied against the using organization for services rendered, shall be paid at the rate of one and one-half (1 ½) times the regular straight time rate of pay for the hours worked.

ARTICLE 12 --- SICK LEAVE AND PERSONAL DAYS

Full-time employees working shall accumulate unlimited sick leave days at the rate of one and one-quarter (1 ¼) days for each full month worked between September and June of each year.

Up to five (5) days of accumulated sick leave may be used to care for an ill member of the employee's immediate family which would include grandfather, grandmother, father, mother, spouse, mother-in-law, father-in-law, children, brothers or sisters of the employee or others at the discretion of the Superintendent or designee.

Full-time employees who use no sick leave during the calendar year shall be eligible to receive three day's pay no later than February 28 of the following year. An employee who is absent one day shall receive two day's pay and an employee who is absent two days shall receive one day's pay. All sick days shall be deducted from accumulated sick leave. Partial sick days are to be considered a full day for the purpose of this paragraph.

Part-time employees shall accumulate sick leave days at the rate of one-half (1/2) day for each month worked between September and June.

Up to three (3) non-accumulating days of personal leave may be granted each year. Such days will not be deducted from sick leave. These days are for the transaction of business that cannot be done after school hours, and can be used for religious, legal, household, family, and other personal matters.

- Under normal conditions, personal days will not be granted for:
- A scheduled work day before or after a holiday
- Back-to-back or successive workdays or with a non-work day intervening
- On a Friday or Monday during the school year
- On a Friday or Monday prior to a vacation week

Unused personal days, at the end of the year, will be converted to accumulated sick leave days.

Snow days and full in-service days will be non-paid days; however, employees may take vacation or personal leave for such days.

Non weather related emergency closure of schools; if days are not to be made up, employees may use available personal time or sick time to be compensated for the day(s). If sick time is used there will be no penalty against sick leave buy back.

ARTICLE 13 --- ABSENCES

After sick leave of five consecutive working days the employee shall submit to the Manager a physician's certificate on his return to work.

Any person unable to report for work on any given day, shall call the Manager at least one hour before scheduled to report for work.

In case of extended illness where the employee has used all accumulated sick leave, said employee must apply in writing to the Superintendent or designee for a Leave of Absence. Such request must be accompanied by a letter from the employee's physician.

ARTICLE 14 --- JURY DUTY

An employee required to serve on Jury Duty and absent from regular duty may, upon application, be paid the difference between the compensation received from the Town upon presentation of an affidavit of jury pay granted.

ARTICLE 15 --- BEREAVEMENT LEAVE

With approval of the Department Head, emergency leave of absence with pay of up to three (3) days may be granted in the event of the death in the immediate family of the employee or employee's spouse or of persons residing in the employee's immediate household or other at the discretion of the Superintendent or designee.

This leave shall not be charged to sick leave and the Superintendent or designee may grant additional leave at his/her discretion.

ARTICLE 16 --- MATERNITY LEAVE

Maternity leave will be granted in accordance with current School Committee policies and State and Federal laws and regulations.

ARTICLES 17 --- MILITARY LEAVE

An employee in full-time employment in the Military Reserve shall be paid the difference between the compensation received while on reserve duty and regular compensation rates paid the employee by the Town. Such payment of the Town shall be limited to a period not to exceed two (2) weeks.

Employees enlisting or entering the military or naval service of the United State pursuant to provisions of the Selective Service Act of 1948 shall be granted all rights and privileges provided the Act.

ARTICLE 18 --- LUNCH PERIOD

A lunch period is included in the workday of all four (4) to eight (8) hour employees and the employees will be on call and remain on the premises.

ARTICLE 19 --- LONGEVITY BONUSES

All full-time employees (those who work 20 or more hours) shall be granted longevity bonuses for continuous service as follows:

After 5 years	\$100.00
After 10 years	\$275.00
After 15 years	\$325.00
After 20 years	\$425.00
After 25 years	\$525.00

All part-time employees shall be granted longevity bonuses for continuous service as follows:

After 5 years	\$ 50.00
After 10 years	\$ 75.00
After 15 years	\$100.00
After 20 years	\$125.00
After 25 years	\$150.00

ARTICLE 20 --- WORKMAN'S COMPENSATION

All employees are covered under the Town of Falmouth plan for Workman's Compensation benefits and shall be held responsible for reporting any and all accidents to their Managers. The Managers are required to file the necessary forms with the Human Resource Office.

ARTICLE 21 --- WAGES

The current salary schedule will be changed according to the following increases:

- Effective July 1, 2008 – 2%
- Effective July 1, 2009 – 2%
- Effective July 1, 2010 – 2%
- Effective July 1, 2011 – 2%

SALARY SCHEDULE

See Appendix A

In the event of assignment of additional duties or to a new job not covered by previous evaluation, an employee may apply to have a job classification reevaluation.

Each employee will be granted a uniform allowance of \$125.00. The uniform specifications will be set by the Food Service Director.

ARTICLE 22 --- INSURANCE

In accordance with Town policies, employees who work less than twenty (20) hours per week are not entitled to Group Health Insurance and Group Accident and Life Insurance Policies.

All full-time permanent employees working more than twenty (20) hours per week are eligible to participate in the Town Health and Accident Insurance Plan for which the Town pays one-half (1/2) the premium. Said premiums are to be deducted monthly.

ARTICLE 23 --- RETIREMENT

All employees shall become members of the Town Retirement Plan in accordance with the applicable provisions of Massachusetts General Laws, Chapter 32, and shall be eligible for all benefits therein provided.

An employee who retires after 20 years or more service in Falmouth and is approved to receive benefits from the Town Retirement Board will be entitled to a one-time retirement allowance. The maximum allowance would be \$900.00. Employees will be credited \$12.00 per unused sick leave day to a maximum of 75 days. This will be paid in a lump sum payment.

An employee who retires after 10 years or more service in Falmouth and less than 20 years service and is approved to receive benefits from the Town Retirement Board will be entitled to a one-time retirement allowance. The maximum allowance is \$500.00. Employees will be credited \$10.00 per unused sick leave day to a maximum of 50 days.

ARTICLE 24 --- VACATIONS

- Full-time employees hired before 7/1/84:
 - 20 vacation days/school year
- Full-time employees hired after 7/1/84:
 - 5-10 years continuous service – 5 vacation days/school year
 - 10+ years continuous service – 11 vacation days/school year

Food service workers must take their vacation days during regularly scheduled periods beginning with the first vacation period. Vacation days are not cumulative from year to year. The work year, for the purposes of calculating vacation days is from September through June.

Vacation days cannot be taken during a regular school day.

ARTICLE 25 --- HOLIDAYS

All regular employees are entitled to nine (9) paid holidays during the school year. They are as follows:

Columbus Day	Martin Luther King Day
Veterans' Day	Washington's Birthday
Thanksgiving Day	Patriots' Day
Christmas Day	Memorial Day
New Year's Day	

If an employee is required to work any part of the week before Labor Day, Labor Day will be a paid holiday.

In order to be eligible for holiday pay under this Agreement, the employee must work the working day before and the working day after the holiday. If the Manager determines that the employee is absent for just cause, either the day before or the day after the holiday, the Manager may recommend that the employee be paid the holiday allowance.

ARTICLE 26 --- PRODUCTION

School cafeterias will be staffed according to a specific meals-per-man-hour formula as recommended by the Food Service Director and approved by the School Committee.

On those days during the school year when it is generally known that participation will be substantially reduced, cafeterias will be staffed according to the accepted meals-per-man-hour factor multiplied by the anticipated meals to be served.

ARTICLE 27 --- MANDATORY RETIREMENT

Mandatory retirement will be governed by existing State and Town laws and regulations.

ARTICLE 28 --- DUES AND AGENCY SERVICE FEES

Deductions and Dues: The Committee agrees to deduct monthly from earned wages and remit to the Union for the duration of this Agreement, Union membership dues fixed in accordance with the constitution of the Union of those employees covered by this Agreement, who individually request in writing the Committee to do so, provided such request is revocable by the employee after one year of termination of the Agreement, whichever is earlier.

As a condition of continued employment, while this contract shall be in effect, every employee covered by the contract, if and when not a member in good standing of the Union, shall pay, or by payroll deductions, shall have paid to the Union, an agency service fee which shall be equal to the regular membership fee all in accordance with the provisions of Chapter 150E, Section 12 of the Massachusetts General Laws Annotated.

Information: 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 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 29 --- DURATION AND EFFECTIVE DATE OF AGREEMENT

This Agreement shall be effective as of July 1, 2008 and shall continue in full force and effect until and including June 30, 2011.

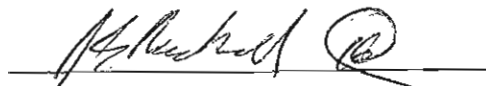
This contract will continue from day to day thereafter until a new agreement shall be negotiated and executed by the parties hereto.

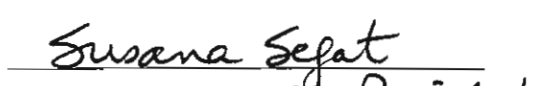
On or before April 30, 2011 the Union shall notify the Committee in writing of its intention to commence bargaining on wages and other matters of mutual consent to take effect on July 1, 2011.

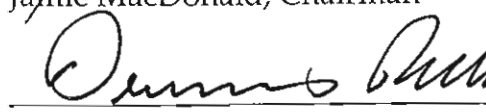
Signed this _____

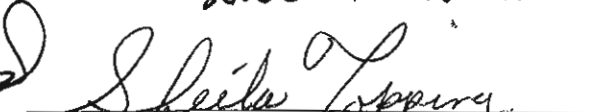
FOR THE SCHOOL COMMITTEE:


FOR THE UNION:


Jamie MacDonald, Chairman

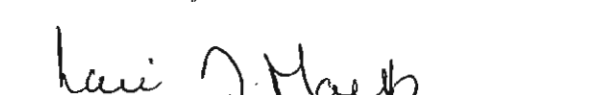

SEIU 888 President



Dennis Richards, Superintendent


Sheila Topping


Andrea Burns


Lorraine Silvia


Laurie Marks


Susan Martin

APPENDIX A --- WAGES

Food Service Employees

Effective July 1, 2008

2%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 (10 years)	Step 7 (20 years)
C/W	11.36	11.70	12.24	12.67	12.93	13.37	13.86
C/B	12.56	13.07	13.67	14.05	14.33	14.81	15.35
C/FHS	12.87	13.38	13.97	14.35	14.64	15.11	15.66
L/K-4	14.78	15.26	15.83	16.23	16.54	17.31	17.93
L/MP	15.88	16.36	16.93	17.32	17.65	18.41	19.04
Pt	10.78	11.20	11.61	12.02	12.25	12.66	13.12

Effective July 1, 2009

2%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 (10 years)	Step 7 (20 years)
C/W	11.59	11.93	12.48	12.92	13.19	13.64	14.14
C/B	12.81	13.33	13.94	14.33	14.62	15.11	15.66
C/FHS	13.13	13.65	14.25	14.64	14.93	15.41	15.97
L/K-4	15.08	15.56	16.15	16.55	16.88	17.66	18.29
L/MP	16.20	16.69	17.27	17.67	18.00	18.78	19.42
Pt	11.00	11.42	11.84	12.26	12.50	12.91	13.38

C/W-Cafeteria Worker C/B-Cook/Baker C/FHS-Cook/FHS L/K-4 Leader/K4 L/MP-
Leader/Morse Pond PT-Part Time Worker

Effective July 1, 2010

2%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
C/W	11.82	12.17	12.73	13.18	13.46	13.91	14.42
C/B	13.06	13.59	14.22	14.61	14.91	15.41	15.97
C/FHS	13.39	13.92	14.54	14.93	15.23	15.72	16.29
L/K-4	15.88	16.38	16.97	17.38	17.71	18.51	19.16
L/MP	17.02	17.52	18.12	18.52	18.86	19.65	20.31
Pt	11.22	11.65	12.08	12.50	12.75	13.17	13.65

Effective January 1, 2011

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 (10 Years)	Step 7 (20 years)
C/W	12.06	12.42	12.99	13.44	13.73	14.19	14.71
C/B	13.32	13.87	14.50	14.915.23	15.21	15.72	16.29
C/FHS	13.66	14.20	14.83	15.23	15.53	16.03	16.62
L/K-4	16.20	16.71	17.31	17.73	18.06	18.88	19.54
L/MP	17.36	17.87	18.48	18.89	19.24	20.04	20.72
Pt	11.44	11.89	12.32	12.75	13.00	13.43	13.92

**APPENDIX B --- RETIREMENT INCENTIVE FOOD SERVICE
2008-2011**

This incentive will be offered each year of the contract.

The individual must retire before June of a particular year.

Notification must be given before January 1st of intent to retire by the end of the school year.

Once notice is given, retirement may not be rescinded.

The employee must be eligible to retire under Falmouth Retirement System.

Years of service are years in Falmouth only.

<u>AGE</u>	<u>15 YEARS (FALMOUTH)</u>	<u>20 YEARS (FALMOUTH)</u>
55	\$3,000	\$3,250
56	\$2,750	\$3,000
57	\$2,500	\$2,750
58	\$2,250	\$2,500
59	\$2,000	\$2,250
60	\$1,750	\$2,000
61	\$1,500	\$1,750
62	\$1,250	\$1,500
63	\$1,000	\$1,250
64+	\$ 750	\$1,000