

Contract Between

**GROTON-DUNSTABLE SCHOOLS
& SEIU LOCAL 888
CAFETERIA AND MAINTENANCE**



July 1, 2007 to June 30, 2010

www.seiu888.org

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ARTICLE 1 RECOGNITION

Subject to any applicable provisions of State or Federal law or regulations now or hereafter in effect, the Groton-Dunstable Regional School Committee, hereinafter referred to as the "Committee" recognizes the Union representative for the purpose of collective bargaining relative to wages, hours and other conditions of employment for all employees as defined in the LRC Case No. MCR-04-5093; specifically all full-time and part-time maintenance and cafeteria employees, including the classifications of building and grounds person, cafeteria site manager, and food service worker, and excluding the director of buildings and grounds, the food service director, all managerial, confidential, and casual employees, and all other employees of the Groton- Dunstable Regional School District.

The inclusion of positions with newly created job titles for employees performing substantially the same duties on a full time or part time basis as employees in the above-included categories shall be the subject of negotiations.

ARTICLE 2 RIGHTS OF THE COMMITTEE

Except as otherwise limited by an express provision of this agreement, the Groton-Dunstable Regional School District shall have the right to exercise complete control and discretion over its organization and technology including but not limited to the determination of the standards of services to be provided and standards of productivity and performance of its employees; establish and/or revise personnel evaluation programs; the determination of the methods, means, personnel by which its operations ought to be conducted; the determination of the content of job classification; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Delivery of services to the public and students in the most efficient, effective and productive manner is of paramount importance to the Committee and the Union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

It is acknowledged that during negotiations which resulted in this agreement, the Union and the Committee had unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining.

Therefore, for the life of this agreement, this agreement shall constitute the total agreement between the parties and the Union and the Committee agree that the employer shall not be obliged to any additional collective bargaining.

Any prior agreement covering employees in this bargaining unit shall be terminated upon the effective date of this agreement and shall be superceded by this agreement.

As to every matter not covered by this agreement and accept as directly modified by a specific provision of this agreement, the Committee retains exclusively to its self all rights and powers that it has or may hereafter be granted by law and may exercise being made the subject of grievance, arbitration proceeding, or unfair labor practice charge.

ARTICLE 3 UNION SECURITY

Upon receipt of a written authorization form from an employee, the Employer shall, pursuant to such authorization, deduct from the wages due said employee each month, starting not earlier than the first pay period following the completion of the employee's first thirty (30) days of employment, and remit to the Union regular monthly dues, as fixed by the Union.

At the time of hire, new employees shall be informed that the Union is the bargaining agent and who the union representatives are. A union authorization card for the new employee shall be included with the initial employment paperwork.

Monthly, the Employer shall remit to the Union at 529 Main Street, Ste. 222, Charlestown, MA 02129 all deductions of dues from the wages of employees for the preceding month, together with a list of all employees from whom dues have been deducted.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer

hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with this Article.

Union representatives shall have reasonable access to the Employer's premise. The Employer will make available to the Union a bulletin board at each site for its use, provided that the use of such bulletin board shall be restricted to the posting of notices regarding Union meetings, Union policies, Union elections and the results thereof, and social or recreational events of the Union. Union representatives may, upon notice to their supervisor, meet with union members for the purposes of addressing grievances or administering the contract during work hours without suffering loss of pay. Such union activity shall not interfere with the operational needs of the Employer.

ARTICLE 4 HOURS OF WORK

1. Maintenance Staff – eight (8) hours per day with half-hour lunch (full time).

Day shift – 6:00 a.m. to 4:00 p.m.

2nd shift - 2:00 p.m. to 12:00 midnight

For employees hired as of July 1, 2004, the regular work week will be Monday through Friday. Positions created after July 1, 2004 may include Saturday in the work week.

In order to provide regularity of an employee's work schedule, starting times within a shift will not be changed more than one time per year.

2. Food Service Staff – Regular work hours will be scheduled between 7:00 a.m. to 4:00 p.m. Monday through Friday. A one-half (1/2) hour paid lunch will be made available to employees who work more than four (4) hours a day.

3. If a vote is held on the school year calendar, bargaining unit members will be permitted to participate.

ARTICLE 5 COMPENSATION

A. For FY2008, FY2009, and FY2010, the following schedules apply:

<u>Service</u>	<u>Maintenance</u>		
	2.75 <u>FY2008</u>	3.25 <u>FY2009</u>	2.75 <u>FY2010</u>
Probation 0-6 months completion	\$20.35	\$21.02	\$21.59
6 months - 3 years completion	\$20.89	\$21.57	\$22.16
4 years - 6 years completion	\$21.62	\$22.32	\$22.94
7 years and over	\$22.56	\$23.30	\$23.94

Employees who work second shift shall receive a four percent (4%) shift differential.

	<u>Cafeteria</u>		
	2.75 <u>FY2008</u>	3.25 <u>FY2009</u>	2.75 <u>FY2010</u>
<u>Food Service Worker</u>			
Step 1	\$10.89	\$11.25	\$11.55
Step 2	\$11.76	\$12.15	\$12.48
Step 3	\$12.07	\$12.47	\$12.81
Step 4	\$12.38	\$12.78	\$13.14
Step 5	\$12.84	\$13.26	\$13.63
Step 6	\$13.61	\$14.06	\$14.44
	2.75	3.25	2.75
<u>Cafeteria Manager</u>	<u>FY2008</u>	<u>FY2009</u>	<u>FY2010</u>
Multiple School Manager	\$18.19	\$18.78	\$19.29
High School Manager	\$15.98	\$16.50	\$16.95
Middle School Manager	\$15.41	\$15.91	\$16.35
Elementary School Manager	\$14.90	\$15.38	\$15.81
Assistant Manager	\$14.74	\$15.22	\$15.64

Assistant Manager - currently, three positions exist (one at each Middle School and one at the Prescott Elementary School).

Note: The Middle School Manager position does not currently exist. This position has been established on the salary schedule in order to anticipate possible future changes in the District's management structure.

B. Longevity – Longevity payments will be made as lump sum payments and not considered to be part of the base pay. Payments will be made the first pay in December of each year and then each year thereafter. Employees are to complete the required years of service by October 1st preceding the payment in December.

Completion of 10-14 Years - \$300

Completion of 15-19 Years - \$550

Completion of 20 and beyond- \$1000

C. Overtime – Time and one half (1.5) will be paid for all time worked over forty (40) hours and for time worked on Saturday, unless Saturday falls within the regular workweek. Double time (2 times the regular hourly rate) will be paid for time worked on Sundays and Holidays. Employees assigned scheduled overtime shall receive a minimum of two (2) hours pay at time and ½. If an interval of six (6) months or longer occurs since the prior scheduled overtime, the assigning of overtime shall recommence with the most senior employee.

Note: If the stand-by person is called in after completing the normal shift, that employee will receive a minimum of four (4) hours pay at time and one half (1.5) regardless of Sunday or a holiday work.

D. Mileage Reimbursement – Any employee required to use their personal vehicle in the course of performing their duties shall be reimbursed at the Federal standard mileage rate.

E. Clothing Allowance – Maintenance employees shall receive a clothing allowance of \$250.00 per year. Receipts will be required for reimbursement. The School District shall provide aprons, shirts, caps, and visors for food service.

F. Shoe Allowance – Each cafeteria worker covered by the SEIU 888 Collective Bargaining Agreement will be eligible for a shoe allowance reimbursement of up to fifty dollars (\$50) if they meet the following criteria:

- 1) Cafeteria workers must have completed one full year of service
- 2) Cafeteria workers must work 20 hours per week or more on a regular basis
- 3) Beginning in FY08 cafeteria workers assigned to the Middle School, Prescott Elementary School, and Florence Roche will be eligible for reimbursement

- 4) In FY 09 cafeteria workers in the High School and Swallow Union Elementary School will be eligible for reimbursement
- 5) Every year thereafter this reimbursement rotation will continue
- 6) In order to receive the reimbursement, a receipt, attached to a purchase order, will be submitted to his/her immediate supervisor for processing
- 7) This shoe allowance must be used to purchase suitable footwear for working in the cafeteria. For example, suitable footwear would include a high quality sneaker or orthopedic shoe or other low heel, non-skid footwear. Unsuitable footwear would include shoes that have high heels, open toes, sandals, open back shoes, mules, clogs and so on.

ARTICLE 6 HEALTH AND DENTAL INSURANCE

Employees who work twenty (20) hours or more per week shall be eligible to participate in the School District's health and dental group insurance plans. These insurance plans shall be offered on the same terms and conditions as generally offered to other district employees.

One (1) bargaining unit member shall represent the Cafeteria and Maintenance unit on the Health Insurance Advisory Committee.

Bargaining unit members shall be permitted to participate in any voting on health insurance items on the same terms and conditions as offered to other district employees.

ARTICLE 7 HOLIDAYS

1. Full year employees shall receive time off with pay for the following holidays:

Labor Day	Good Friday
Columbus Day	Christmas Day
Veterans' Day	New Year's Day
Thanksgiving Day	Martin Luther King Jr. Day
Day after Thanksgiving Day	Memorial Day
President's Day	Patriot's Day
Independence Day	

2. School year employees shall receive time off with pay for the following holidays:

Labor Day	Good Friday
Columbus Day	Christmas Day
Veterans' Day	New Year's Day
Thanksgiving Day	Martin Luther King Jr. Day
Day after Thanksgiving Day	Memorial Day

3. When Christmas & New Year's Day fall on a Saturday, they are celebrated on Friday; and when Christmas & New Year's Day fall on a Sunday, they are celebrated on Monday.

ARTICLE 8 PERSONAL LEAVE

Bargaining Unit Members shall annually receive three (3) personal leave days for imperative personal business or legal obligations, which could not be effectively conducted outside of normal working hours. These days are not cumulative, and therefore must be used in the year in that they are granted. The employee's immediate supervisor must approve requests for personal leave. Notice for such leave shall normally be made in writing to the immediate supervisor preferably forty-eight (48) hours before such absence occurs. Requests for personal leave on the day or successive days immediately preceding or immediately following a holiday or vacation period, or on a Monday or Friday separated from a holiday or vacation period will be made directly to the Superintendent of Schools with a reason provided. The decision of the Superintendent regarding personal days on the day or successive days immediately preceding or immediately following a holiday or vacation period will be final and will not be grieved.

ARTICLE 9 VACATION

(1) Full year employees shall receive vacation on the following schedule:

1-4 years of employment	10 paid days each year
5-9 years of employment	15 paid days each year
10-19 years of employment	20 paid days each year
20 years or more	25 paid days each year

- (2) Vacation leaves must be approved in advance by the employee's immediate supervisor. Vacation days must be taken in the vacation year that they are due and shall not accumulate from year to year. However, employees shall be allowed to carry forward up to five (5) days of unused vacation from one year to the next with a request in writing on or before May 1 to the Superintendent or his/her designee. This decision is final and will not be grieved.
- (3) If there is a conflict in vacation scheduling due to too many employees requesting vacation leave at the same time, vacation time shall be awarded to those with the most seniority.

ARTICLE 10 SICK LEAVE

- (1) Employees earn 15 sick leave days per year. Full year employees earn 1.25 days per month, and school year employees earn 1.5 days per month.
- (2) Sick leave with pay shall be granted only in cases of the employee's own incapacitation due to sickness or injury, or that of family members living in the employee's household who are dependent upon the employee for care.
- (3) Unused sick leave may be carried over from year to year.
- (4) In cases of absences of five (5) consecutive days, a doctor's certificate is required upon return to work.
- (5) Effective July 1, 2007: Upon retirement under the provisions of the Middlesex Retirement System, resignation or death of an employee with a minimum of ten (10) years of service to the Groton -Dunstable Regional School District, the employee shall be eligible to be paid for unused sick leave time up to a maximum of one hundred and ten (110) days at one times their base hourly rate not to exceed twenty (\$20.00) dollars. At fifteen (15) years of service to Groton- Dunstable Regional School District the employee shall be paid for accumulated unused sick leave up to a maximum of 110 days at twice their base hourly rate (not to exceed \$50.00) per day.
Effective July 1, 2008: Upon retirement, resignation or death of an employee with a minimum of ten (10) years of service to the Groton -Dunstable Regional School District, the employee shall be eligible to be paid for unused sick leave time up to a maximum of one hundred and twenty (120) days at one times their base hourly rate not to exceed twenty (\$20.00) dollars. At fifteen (15) years of service to Groton- Dunstable Regional

School District the employee shall be paid for accumulated unused sick leave up to a maximum of 120 days at twice their base hourly rate (not to exceed \$50.00) per day.

Effective July 1, 2009: Upon retirement, resignation or death of an employee with a minimum of ten (10) years of service to the Groton - Dunstable Regional School District, the employee shall be eligible to be paid for unused sick leave time up to a maximum of one hundred and thirty (130) days at one times their base hourly rate not to exceed twenty (\$20.00) dollars. At fifteen (15) years of service to Groton- Dunstable Regional School District the employee shall be paid for accumulated unused sick leave up to a maximum of 130 days at twice their base hourly rate (not to exceed \$50.00) per day.

Note: Employees who have accumulated more than 100 days as of July 1, 2004 shall be eligible to be paid (as stated above) for their accumulated days not to exceed those accumulated as of July 1, 2004 maximum (200 days).

ARTICLE 11 BEREAVEMENT LEAVE

In the event of a death in the immediate family of a full year or school year employee, the district will grant leave up to five (5) consecutive days with pay.

Immediate family member is spouse/partner, child, father, mother, sister, brother, father-in-law, mother-in-law, grandparent or relative living in the employee's household.

ARTICLE 12 LEAVE OF ABSENCE (unpaid)

The School District adheres to the provisions of the Family Medical Leave Act and will also consider unpaid leaves in emergency situations. It is not the practice of the School District to approve unpaid leaves of a routine nature, however, if accommodations can be made that fulfill the work requirements of the School District and are satisfactory to the District, approval may be granted. The Food Service Director in consult with the Cafeteria Manager will grant approval, however, the Superintendent or designee will have the right of review. The request for such leave must be in writing and well in advance of the time required. It is anticipated that leaves of this nature will not exceed ten (10) working days.

ARTICLE 13 JURY DUTY

Employees called for jury duty shall be paid the difference between the jury pay received and their normal pay. Written verification of days served and compensation received will be required.

ARTICLE 14 EMERGENCY CALL-IN

All maintenance personnel are required to participate in snow removal activities. This includes Saturday, Sunday and holidays.

ARTICLE 15 STAND-BY (OR ON-CALL)

One member of the maintenance staff will be on call at all times. This is a sixteen (16) hour shift for seven (7) consecutive days that commences on Thursday at 3PM and lasts until the following Thursday at 3 PM. The individual on stand-by will respond to all emergency maintenance situations. Assignment to this responsibility will be done on a rotating basis. One additional vacation day is credited for every three (3) months of on call service (possible four vacation days earned in a given year).

It is the right of management to arrange for the use of employees not in this bargaining unit to perform stand-by or on-call responsibility.

ARTICLE 16 DISCIPLINE AND DISCHARGE

The Employer agrees to apply progressive discipline once an employee has completed their probationary period. Progressive discipline will include the following, but will not be bound to these steps but rather depend on severity of incident:

- verbal warning
- written warning
- suspension – without pay
- termination

If an employee is to be disciplined the employee may have Union representation present. The Employer will notify an employee of when a meeting may result in discipline so s/he can secure Union representation.

Upon issuing discipline to an employee, the Employer shall notify the Union via mail within five (5) business days.

An employee shall have the right, upon his/her request, to review the contents of his/her personnel file and have attached in the file any response s/he feels is appropriate to any material. No material shall be placed in an employee's file until s/he has had an opportunity to review the material. Upon such review, the employee will acknowledge receipt by signing the document to be filed; however, this will in no way necessarily signify agreement with the material. The employee will receive a copy upon signing the document. Any documentation of a verbal warning shall be expunged from the employee's personnel file after eighteen (18) months if within that time the employee has received no other warnings.

ARTICLE 17 GRIEVANCE AND ARBITRATION

Section 1 – For the purpose of this Agreement, a grievance shall be defined as: Any complaint by an employee in the bargaining unit covered by this agreement that (1) has been subject to a violation, inequitable application or misinterpretation of a specific provision of this agreement or (2) has been subjected to unfair or discriminatory act contrary to established policy and practice.

Section 2 – The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems affecting the welfare or working conditions of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Section 3 – Nothing contained herein shall be construed as limiting the rights of any employee having a complaint to discuss the matter informally with any appropriate member of the administration and to have the problem adjusted without the intervention of the Union.

Section 4 – 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. The time limits specified may be extended only by mutual agreement of the respective parties or their representatives.

Section 5 – If at the end of ten (10) working days following the incident giving rise to the grievance (or when the employee should reasonably have had knowledge of such incident), the grievance shall not have been properly presented at Level One, the grievance shall have been deemed to have been waived, and shall not be eligible for further processing.

Section 6 – Subject to the foregoing, all grievances must, in all cases, be processed in accordance with the steps, time limits and conditions herein set forth. If either party fails to meet any deadline, the grievance shall be considered denied by the employer or waived by the Union.

Level One: An employee with a grievance shall present it in writing to the immediate supervisor, either directly or through the Union, within ten (10) working days following the incident giving rise to the grievance or when the employee should reasonably have had knowledge of such occurrence.

Level Two: If the grievance is not resolved to the satisfaction of the grievant or the Union within ten (10) working days after submission at Level One, the grievant or the Union may present the grievance in writing to the Director of Business and Finance within ten (10) days thereafter. The Director of Business and Finance or his/her designee and the employee, and if the employee so elects, representation from the Union, shall meet to discuss the grievance within ten (10) working days after receipt of the written grievance. The Director of Business and Finance shall give his/her written response to the grievance within ten (10) working days following the conclusion of the meeting.

Level Three: If the grievance is not resolved to the satisfaction of the grievant or the Union within ten (10) working days after submission at Level Two, the grievant or the Union may present the grievance in writing to the Superintendent within ten (10) days thereafter. The Superintendent or his/her designee and the employee, and if the employee so elects, representation from the Union, shall meet to discuss the grievance within ten (10) working days after receipt of the written grievance. The Superintendent shall give his/her written response to the grievance within ten (10) working days following the conclusion of the meeting.

Level Four: In the event that the grievance shall not have been disposed of at Level Three, or in the event that no decision has been rendered within ten (10) working days after the Level Three meeting, the grievance shall be referred in writing to the School Committee (where School Committee jurisdiction applied), within ten (10) working days of the Superintendent's response or ten (10) working days after submission at Level Three. At its next regular meeting or at a special

meeting called for the purpose of considering the grievance, the School Committee shall meet with the grievant in an effort to settle the grievance. The grievant may also at this level elect to have representation from the Union. In situations wherein School Committee jurisdiction does not apply, the grievant will have the option of advancing the grievance to Level Five.

Level Five: In the event that the grievance shall not have been satisfactorily disposed of at Level Three or Four, or in the event that no decision has been rendered within ten (10) working days after the meeting at the previous Level, the Union may appeal the grievance in writing to arbitration by written notice to the Committee or Superintendent of such intention to appeal within ten (30) working days of the disposition at the previous Level. Arbitration will be conducted by the American Arbitration Association with the cost of arbitration borne equally by the district and the bargaining unit.

ARTICLE 18 SENIORITY

Seniority is the length of an employee's service in the Groton- Dunstable Regional School District within the bargaining unit. Unless otherwise specified, seniority shall accrue from the date of employment in a permanent full or part-time position. Continuous time worked as a substitute, prior to appointment to a permanent position, shall accrue for the purposes of the probationary period and seniority status.

Seniority shall be terminated for any of the following reasons:

- voluntary quit
- discharge
- absence for more than one year due to illness, unless authorized
- failure to return to work upon expiration of leave of absence, unless authorized

Seniority, which has been terminated, shall be restored to any employee who returns to employment within eighteen (18) months of his/her separation. For purposes of this section, such restored seniority shall be considered as if it were "worked continuously."

ARTICLE 19 LAYOFF AND RECALL

When it becomes necessary to decrease the working force within a specific job classification, the Committee will reduce said force in accordance with an employee's seniority, provided that probationary employees and temporary employees within the specific job classification shall be laid off first. In the event that two employees have equal seniority within a given classification, the order of layoff shall be determined by the flip of a coin.

Recall shall be in inverse order of layoff, i.e., the employee last laid off in a given classification shall be the first recalled into that classification. Employee recall rights shall expire after one and a half (1 1/2) years from the effective date of layoff. In order to avoid the layoff of an employee, the bargaining unit will be offered an opportunity to suggest an alternative to layoff (i.e. Reduction in Hours). Proposed alternatives must be acceptable to the Committee, agreeable to all employees and accomplish the desired result.

ARTICLE 20 VACANCIES

The committee reserves the right to determine when a vacancy has occurred and to determine whether it will be filled. Vacancies include openings in existing positions and new positions covered by this contract.

When a position covered by this contract becomes vacant, or a new position is created, this position shall be posted on the bulletin board in each school and in the Superintendent's Office for a period of five (5) working days. Employees wishing to be considered for such position shall notify the committee in writing within ten (10) working days after the initial posting date.

The selection of any employee to fill the position that results in a promotion shall be based on qualifications and ability. Where candidates are considered equal in ability and qualifications, seniority shall be the determining factor. In the event that no qualified employee applies, the district may advertise and recruit to fill the vacant position.

In the event that two or more employees apply for a vacancy within their same classification seniority shall be the determining factor. Where seniority is equal, a coin toss shall be used as a tie breaker.

ARTICLE 21 TRANSFERS AND TEMPORARY ASSIGNMENTS

A transfer shall be defined as a move from one site to another site and shall not be accompanied by a loss in pay, benefits, or hours, unless said employee has elected to do so knowingly.

If any employee requests a transfer, the Committee will accommodate such request if a voluntary switch can be so arranged.

The Committee has the right to temporarily assign its employees to other work classifications or locations, not to exceed thirty (30) days. Such employees will retain seniority, benefits and pay rate. In the event the assignment is in a higher pay grade, the employee, after serving four (4) consecutive days will receive the higher pay rate from the first day of the temporary assignment until the temporary assignment is terminated. The Committee will transfer the least senior employee from the selected work site where it is determined that staff is available.

ARTICLE 22 SEVERABILITY

Each and every clause of this contract shall be deemed severable from each and every other clause of this contract, to the end that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in such an event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the contract, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

ARTICLE 23 DURATION

This agreement shall be from July 1, 2007 and remain in full force and effect until June 30, 2010. Thereafter it shall be self-renewing for yearly periods unless notice of intent to modify this Agreement is given in writing by either party to the other not less than ninety (90) days prior to its expiration date. Should the parties fail to negotiate a successor agreement by June 30, 2010, it is agreed that this Agreement will continue in full force and effect until said time as a new contract is negotiated.

For the School Committee (date)

Cynthia Barrett

Sharon M. Mitchell

Dr. Alan D. Genovese

For the Union (date)

Susana Segat

Shanna Weston 11/14/08

Devin M. Spigel 12/9/08

Elizabeth Hooper 12/9/08

SIDE LETTER OF AGREEMENT

Between

GROTON-DUNSTABLE SCHOOL COMMITTEE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888,
GROTON-DUNSTABLE CAFETERIA AND MAINTENANCE

This Agreement is made by and between the Groton-Dunstable School Committee and the Groton-Dunstable School Cafeteria and Maintenance unit of Local 888, Service Employees International Union, AFL-CIO.

Whereas, the membership has expressed concerns throughout negotiations about job security,

Whereas, the School Committee currently has no intention at this time to contract out services,

It is hereby agreed that:

- If the School Committee is considering the option of outside vendors to provide food service in such ways as would impact the bargaining unit, the School Committee will immediately notify the Union of its intentions and provide an opportunity to meet for the purpose of resolving issues to avoid contracting out.

Note: This side letter will terminate on June 30, 2010.

For the School Committee

Cynthia Barrett

Sharon M. Mitchell

Mr. John A. Gencare

For the Union

Suzana Segat

Sharon Weston 11/14/08

Elizabeth Hooper

Dominic M. Spigona