

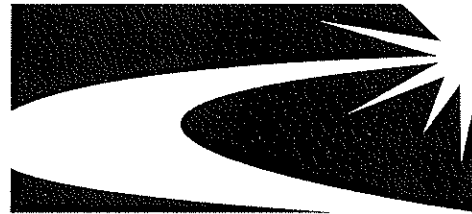
# **Agreement**

between

**The Weymouth School Committee**

and

**Local 888**



**SEIU**

**Stronger Together**

**CTW-CLC**

**Weymouth School Cafeteria Unit**

**July 1, 2016 – June 30, 2019**

[www.seiu888.org](http://www.seiu888.org)

ARTICLE 24 - SAFETY COMMITTEE .....	17
ARTICLE 25 - STUDY COMMITTEE.....	17
ARTICLE 26 - CLEANING DAYS .....	17
ARTICLE 27 - CLOTHING ALLOWANCE .....	18
ARTICLE 28 – FILL IN WORK.....	18
ARTICLE 29 - EVENT COVERAGE .....	18
ARTICLE 30 - BANQUET WORK.....	19
ARTICLE 31 - LAYOFF AND RECALL .....	19
ARTICLE 32 - DURATION.....	21
ARTICLE 33 - COMMITTEE RIGHTS .....	21
APPENDIX A .....	24
APPENDIX B.....	25

The Agreement is made and entered into on the **July 1, 2014 through and including June 30, 2016**, by and between Weymouth School Committee (hereinafter referred to as the "Employer") and Local 888 Service Employees International Union, CTW-CLC (hereinafter referred to as the "Union").

## **ARTICLE 1 - RECOGNITION**

Section 1. The Employer recognizes the Union as the exclusive representative for collective bargaining relative to hours, wages, and conditions for all programs: all full-time and regular part-time \*permanent floater cafeteria employees of the Weymouth School Committee, including all cooks, assistant cooks, general workers including head cashiers and cashiers, and excluding all professional and clerical employees, lunchroom aides, all managerial and confidential employees, and all other employees.

Permanent floater and will be a (3) three hour position.

Section 2. Definitions. Unless otherwise indicated by the context, the term "employee" shall refer to any employee who is covered by this Agreement. The term "full-time employee" shall refer to any employee who is scheduled to work thirty-two and one-half (32½) hours per week. The term "part-time employee" shall refer to any employee who is scheduled to work fewer than thirty-two and one-half (32½) hours per week.

## **ARTICLE 2 - DUES DEDUCTION**

The Employer shall deduct Union dues for each employee who submits the appropriate authorization for such deduction in writing. Such deduction shall be made in each payroll period. The amounts of dues and initiation fees to be deducted shall be certified in writing by the Union.

The Employer shall remit to the Union, within fifteen (15) days after the end of each month, the amounts deducted for dues, together with the names of the persons from whom such deductions were made and the amount of such deduction.

## **ARTICLE 3 - DIGNITY AND RESPECT**

At all times management and the employees shall act in such a manner as to assure proper dignity and respect to each other. This Article will not be subject to the arbitration clause (Article 18, Section 2.5) of this Agreement.

## **ARTICLE 4 - UNION BUSINESS**

Section 1. Union Stewards. The Employer agrees to recognize Union stewards and officers duly elected and/or appointed and acting as agents of the Union who may receive complaints and process grievances.

The Union shall provide the Employer with a list of such stewards and officers.

Section 2. Bulletin Boards. The Employer shall provide a bulletin board in each of its facilities where bargaining unit employees, work for the posting of Union notices and communicating Union information.

Section 3. Membership Chair. The Employer agrees to recognize the Membership Chair as an agent of the Union relative to the collection of bargaining unit information as required by the Union.

Section 4. Paid Release Time. Paid release time will be allowed to the Union of three (3) days per year for no more than one (1) employee from a kitchen at a time, for the purpose of attending training provided by SEIU. The Union will provide a week's notice of such training.

## **ARTICLE 4B – MONTHLY REPORTS**

Section 1. For all new hires, management will provide monthly reports to the Union office and president which shall include the name, address, date of hire, job title and job site. In addition, management will inform the Union of changes in name, address, job title, and job site for all current staff and the names of all terminated staff.

## **ARTICLE 5 - JOB SECURITY**

Section 1. Just Cause. The Employer shall not discharge or discipline an employee without just cause. Notification of disciplinary action against an employee must be presented to the employee within 5 working days.

Section 2. Notification and Representation. In the event that an employee is disciplined, or is interviewed by the Employer on any subject that may lead to discipline or discharge, the employee shall be entitled to have the steward present at any such discussion. In all cases involving probation, written warning, suspension, or discharge of an employee, the Employer must notify the employee in writing of her/his discipline and the reason. A copy of such written notice shall also be given immediately to the steward.

Section 3. Personnel Files. An employee shall have the right to review the personnel file kept on him/her and shall be advised as to the location of such file. An employee shall be allowed to

reproduce copies of materials in her/his personnel file and have the right to add a statement on the accurateness or appropriateness of any material in his/her file, including use of the grievance procedure as outlined in this Agreement for such purposes. No derogatory material shall be placed in an employee's personnel files without the employee's first being informed of such. No information not contained in the personnel file may be used in any disciplinary action against any employee. When a complaint is brought against any employee, she/he may request a meeting with the Employer with the Union steward and/or representative present.

Section 4. Probationary Period. New members of the bargaining unit shall serve a sixty (60) calendar day probationary period during which time the provisions of this Agreement shall not apply.

Section 5. The committee shall comply with the provisions of Massachusetts General Laws Chapter 150E relative to bargaining unit work being performed by non-bargaining unit members.

## **ARTICLE 6 - PROMOTION AND TRANSFERS**

Section 1. Job Posting. All openings shall be posted in each building with access for all employees for a period of five (5) consecutive working days, or until the position is filled if the position is not filled within the five (5) days.

Section 2. Vacancies. Upon receipt of written notification that a bargaining unit member intends to vacate her/his position:

- a. Management will request that the School Committee make a vacancy determination at the next scheduled School Committee meeting.
- b. Jobs will be posted within one (1) week (exclusive of school vacations) after the School Committee determines a vacancy to exist.
- c. Interviews will take place within one (1) week of the closing of the posting.
- d. Management will make a recommendation to the Superintendent within one week of the final interview. The Superintendent will make a decision as soon as practicable.

Management agrees to abide by the above timelines and to provide information relevant to the enforcement of this provision to the Union upon request. If the following timelines are not adhered to, the successful candidate will be granted seniority credit and all rights and benefits under the contract, retroactive to the hiring date that should have been applicable.

Section 3. In the event of a vacancy, the Employer shall award the position to the most senior qualified applicant unless a less senior applicant is significantly better qualified. Management's determination that an applicant is not qualified or that a less senior applicant is significantly better qualified, shall not be made arbitrarily, capriciously or unreasonably. In the event that the most senior applicant is not selected, management shall, upon request of the Union, submit reasons in writing why said applicant was not qualified or why a less senior applicant was significantly better

qualified.

In the event that all candidates for an opening are making a lateral move, the most senior candidate will be awarded the position.

For the purpose of this Article, the Head Cashier positions at the Intermediate, Junior and Senior High Schools, and those at the primary schools and Sacred Heart who are primarily responsible for the tabulation of the cash report for that school shall be considered a promotion from the General Worker position and will be paid at a rate \$.25 above the general worker scale.

Section 4. At the High School only, temporary lateral transfers between the Gold and Maroon kitchens are permissible.

### **ARTICLE 7 - SENIORITY**

Section 1. Definition. Seniority shall mean continuous length of employment with the Employer from the most recent start of employment. Time spent on paid leave shall count towards the accumulation of seniority. An employee on or returning from an unpaid leave of absence or layoff shall retain all seniority; however, no seniority shall accrue during the period of the unpaid leave or layoff.

Section 2. Regaining of Seniority. If an employee who terminated his/her employment in good standing after working at least twelve (12) months and who would otherwise not be eligible to retain or regain seniority is re-employed by the Employer, she/he will regain his/her seniority upon having worked six (6) additional months for each year that had passed between the date of termination and the date of re-employment. It is understood that no seniority shall have accrued during the period of absence. An employee returning after more than two (2) years shall not regain past seniority or benefits.

Section 3. Definition. A year shall mean the school year, exclusive of recess.

Section 4. Exception. No employee may regain seniority after breaking service to work a nonunion (not limited to Local 888) position with the Town or School Department.

## **ARTICLE 8 - HOLIDAYS**

Section 1. Employees shall be entitled to the following holidays, Labor Day provided that school is in session for students in the employee's building prior to Labor Day.

New Year's Day	Veterans Day
Martin Luther King's Birthday	Thanksgiving
Presidents' Day	Good Friday
Patriot's Day	Christmas
Memorial Day	Columbus Day

Section 2. Employees covered by this Agreement must work their regular scheduled work day before and after the holiday in order to receive holiday allowance. However, effective July 1, 1992 if an employee is unable to work his/her regularly scheduled day before or after a holiday due to illness or the taking of Bereavement Leave, he/she will receive holiday pay.

Section 3. No employee shall be required to work on a holiday. Any employee agreeing to work on a holiday shall be paid at double time or receive compensatory time off at double time at the employee's choice.

Section 4. Elementary Helpers shall receive the holiday allowance if one of the foregoing holidays falls on their regularly scheduled workday.

## **ARTICLE 9 - VACATIONS**

Effective July 1, 2003 this article will be deleted and the salary will be amended to reflect the consideration paid for this amendment.

All employees covered by this Agreement shall receive ten (10) days' vacation pay as follows:

1 day at Thanksgiving  
3 days at Christmas recess  
3 days at February school vacation  
3 days at April school vacation

- a. Paid hours of regular work schedule.
- b. Provided, however, new employees must work five (5) months on a permanent schedule in order to be eligible for vacation days.

Employees hired on or after July 1, 2015 will not be eligible for vacation pay

Employees hired prior to July 1, 2015, will be capped at 10 vacation days.

Employees eligible for a third (3<sup>rd</sup>) week of vacation as of July 1, 2015 shall be grandfathered with the 3<sup>rd</sup> week of vacation.

## **ARTICLE 10 - SICK LEAVE**

Section 1. Employees covered by this Agreement hired prior to July 1, 2015 shall earn ten (10) sick leave days and employee hired on or after July 1, 2015 shall earn seven (7) sick leave days to a maximum accumulation to one hundred twenty-seven and one-half (127½) days; provided, however, that all new employees must work five (5) months before they are eligible to use such sick leave.

Section 2. Employees may use up to seven (7) sick days per year in the case of illness of a permanent member of his/her immediate household for whose care the employee is responsible.

Section 3. The Director of Food Services may require a doctor's certificate attesting to the disability of an employee who seeks to use sick leave pursuant to this article in the event an employee is absent for (5) five consecutive workdays or there exists a pattern of absences. The Food Service Director may require, for the purpose of ascertaining fitness to return to work, employees who use sick leave pursuant to this Article to submit a doctor's certification. Certification will be provided to the Food Service Director prior to returning to work.

Section 4. Employees when retiring or resigning will receive 20% of the value of unused sick leave with a maximum payment of Two Thousand and 00/100 Dollars (\$2,000).

Section 5. The Committee shall provide a statement of the number of sick days each employee has by January 15th of each year.

Section 6. Sick leave incentive plan. Any employee who has not used their sick days nor taken any unpaid days, will receive three (3) days bonus pay at the school years end.

Section 7. Except in cases of emergency, employees must call in sick at least one (1) hour prior to the start of his/her shift. Failure to do so will result in a non-paid day.

### **Section 7. SICK LEAVE BANK**

1. A Sick Leave Bank shall be instituted which shall be administered by a Sick Leave Bank Committee comprised of two (2) members designated by the Union and two (2) members designated by the City. The Sick Leave Bank Committee shall determine the eligibility for members requesting leave from the Bank and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility and amount of leave.



1. All employees who contribute sick time (1) one day as provided below will be members of the Sick Leave Bank.
2. In order to be eligible for the sick leave bank, an employee must make an annual donation of days by October 1<sup>st</sup> of each school year.
3. Sick Leave Bank time shall only be available after an employee has exhausted her/his personal days, entire personal sick leave, both annual and accumulated, and as supplied valid medical evidence.
4. No day may be withdrawn from the Sick Leave Bank for use for any illness other than prolonged illness or accident of member of the unit. Time may not be withdrawn to permit an individual to stay at home to care for a member of the family.
5. In cases where the Sick Leave Bank policies herein and the Agreement between the parties are in conflict, the provisions of the Agreement shall prevail.
6. Any time left over in the Sick Leave Bank at the end of any school year shall carry over to the next school year. When and if the accumulated time is lower than (15) fifteen, the Superintendent will inform the President of the Union of the amount of time needed in an additional assessment. The Union will assess one additional day (in hours) to as many employees as necessary. The method of assessment will be determined by the Union.

#### Sick Leave Bank Regulations

1. Any eligible employee who seeks sick leave time from the Sick Leave Bank will by her/himself or by another person authorized to act on her/his behalf, informs the Sick Leave Bank Committee in writing, setting forth:
  - a.) The nature of the prolonged illness or accident causing the disability;
  - b.) An estimate of how long the disability will continue during the year in which personal emergency leave is exhausted.
  - c.) An estimate of the number of days the employee seeks to withdraw from the Sick Leave Bank.
- 1.) The employee's application will be accompanied by a written statement from a physician with personal knowledge which will corroborate the employee's statement of the nature and duration of the disability, The Sick Leave Bank Committee may request additional medical evidence and may elect to consult another physician.
- 2.) The Sick Leave Bank shall determine the eligibility for members requesting leave from the Sick Leave Bank and the amount of leave granted.
- 3.) The Sick Leave Bank Committee, acting by a majority there of, at its sole discretion, may award to any eligible member such time as it deems appropriate for the school year in which the applicant's personal emergency leave is exhausted of fifteen (15) days after which the employee may apply for more time. Decisions of the Sick Leave Bank Committee shall be communicated, in writing, to the applicant the Superintendent and the Union President.
- 4.) In making its award, the Sick Leave Bank Committee may consider the

applicant's prior utilization of emergency leave and length for reasons other than prolonged illness or accident of an eligible employee.

- 5.) During and upon return from such leave as may be granted by the Sick Leave Bank Committee, the applicant will be considered as if actively employed by the committee during the leave and all rights and benefits to which the person is entitled will be credited and available to her/him.

### **ARTICLE 11 - PERSONAL DAYS**

Employees shall be entitled to two (2) paid personal days per school year to attend to personal business which cannot reasonably be conducted during non-working hours. Whenever possible, employees will give at least 48 hours written notice for use of a personal day (the notice shall be as set forth in Appendix B). In case of an emergency when an employee is unable to provide sufficient advance notice, she/he will sign said written request upon his/her return to work. Requests should not be made for absences on days preceding or following school vacations. All employees should be at work on these days unless ill or absent because of a death in the family, or for personal business, the purpose of which has been stated to the Superintendent and which (s)he deems impossible to conduct at another time. For the purposes of this Article, school vacations shall mean the Thanksgiving, Winter, February and Spring school vacation periods.

### **ARTICLE 12 - ELEMENTARY KITCHEN BENEFITS**

Section 1. Cooks in the elementary kitchen will be paid for all contractually provided holidays, vacation and sick days in an amount equal to their assigned daily hours.

Section 2. Packers in the elementary kitchen will be paid for all contractually provided holidays, vacation and sick days in an amount equal to their average daily hours. Average daily hours will be calculated by dividing total hours worked by total number of days worked. Average daily hours will be calculated for the period from the start of the school year to the Columbus Day holiday. If adjustments are necessary they will be made at the time of the last paycheck of the school year.

Section 3. General Packers in the Elementary Kitchen shall rotate by seniority when filling in for the Assistant Cook and will remain in the position for the duration of the Assistant Cook's absence. Employees offered to work from the list shall then be moved to the bottom of the list, regardless of whether they accept the shift or not.

### **ARTICLE 13 - MATERNITY LEAVE**

The Committee agrees to follow the provisions of Chapter 149, Section 105D, of the Massachusetts General Laws. (currently 8 weeks)

## **ARTICLE 14 - BEREAVEMENT LEAVE**

Section 1. Employees shall be entitled to leave with pay of up to five (5) days because of the death of a "member of the immediate family" (spouse, child, sibling, grandchild, parents, grandparent, step-parent, step-child, step-sister, step-brother) or a member of the immediate household.

Section 2. Employees shall be entitled to leave with pay of three (3) days to attend the funeral of a father-in-law, and mother-in-law. Employees shall be entitled to leave with pay of one (1) day to attend the funeral of a brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

Section 3. The practice concerning the funeral of fellow workers shall continue.

## **ARTICLE 15 - HOURS OF WORK**

Section 1. The Committee and the Union agree that the present practice relative to lunch and coffee breaks will continue for the term of this Agreement. The present practices relative to lunch and coffee breaks are:

- a. Lunch breaks are scheduled and unpaid
- b. The scheduled coffee breaks shall not exceed 15 minutes per work shift.

Section 2. Overtime shall be paid for hours worked in excess of forty (40) hours worked per week.

Employees who work fewer than 4 hours per day will not receive a 15 minute break.

## **ARTICLE 16 - OTHER LEAVES OF ABSENCE**

Section 1. Military Leave. An employee entering military service shall have re-employment rights in accordance with the Federal and State statutes pertaining to such military service.

Section 2. Jury Duty. When an employee is called for jury duty or to appear in court by subpoena, the employee shall be continued at full pay, less the amount received for such service. The employee shall submit to the Employer a statement of monies received while serving on jury duty.

Section 3. Employees shall not be permitted to take unpaid leaves of absences immediately prior to or subsequent to a school recess period, except as provided in Sections 1 and 2 of this Article.

## **ARTICLE 17 - GRIEVANCE AND ARBITRATION**

Section 1. Definition. For the purpose of this Agreement, a grievance will be defined as a dispute between a member of the bargaining unit covered by this Agreement or the Union and the Committee over the interpretation, meaning, or application of the provisions of this Agreement or any alleged inequitable or discriminatory treatment under the provisions of this agreement.

Section 2. Procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may however, be extended by mutual agreement, in writing. Grievances shall be processed as follows, except that grievances involving the dismissal of an employee shall proceed from Level 2 directly to Level 4.

### 1. Level One.

An employee covered by this agreement who has a grievance shall discuss it with his immediate superior either personally or through Union representation within fifteen (15) school days' (during the months when the school is in summer recess, school days shall mean business days, Monday through Friday.) from the date on which the incident giving rise to the grievance has occurred or when the employee knew or should have known of such incident.

### 2. 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 ten (10) school days after presentation of the grievance, said grievant and/or the Union may within ten (10) school days appeal to the Superintendent of Schools or his designee. Such appeal shall be in writing setting forth the details of the grievance, the applicable provisions of this agreement, and the decision, if any, rendered in Level One. Within ten (10) school days after submission of the written appeal to the Superintendent, or his designee by the grievant and/or the Union, the Superintendent, or his designee, shall advise the representatives of the Union that an appeal has been made and the date and time of the conference. The Superintendent will make available the written appeal to the Union representative. The Union representative shall, at the Union's request, be present at the conference to state the views of the Union. The Superintendent shall notify, in writing, both the grievant and the Union of the grievance decision within ten (10) school days after the conference between the grievant and the Superintendent.

### 3. Level Three.

If the grievant is not satisfied with the decision of the Superintendent, or his designee, or if no written decision has been rendered within ten (10) school days next following said conference, the aggrieved employee and/or the Union may within ten (10) school days thereafter file a written appeal to the Committee setting forth therein the details of the grievance, the applicable provisions of the agreement, and the decision, if any, rendered under Level Two. Within ten (10) school days

or at the next Committee meeting, but in no event later than fifteen (15) school days after the submission of the written appeal, the Committee shall meet with the grievant and/or his representatives of the Union in an effort to settle the grievance.

The Committee shall, within ten (10) school days after the conclusion of said meeting, advise the grievant and/or the Union, in writing, of its decision.

(During July and August the Committee shall meet in response to the written appeal, within twenty (20) business days of the submission of the written appeal.)

#### 4. Level Four

##### Arbitration

If the Union is not satisfied with the disposition of the grievance at Level Three, or if no written decision has been rendered within ten (10) school days after said meeting with the Committee, the Union may within thirty (30) school days submit the grievance to arbitration, as hereafter provided.

In the event of the discharge of an employee covered by this agreement, a grievance thereon shall be initiated at Level Two.

Within ten (10) school days after receipt of the submission to arbitration, the Committee and the Union will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve or will submit said grievance to an umpire previously selected by the parties. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period of time, the Committee and the Union will select an arbitrator through the selection procedures of the Massachusetts Board of Conciliation and Arbitration.

B. Prior to an arbitration hearing, the parties will agree whether briefs are to be filed or not, and, in the event that there is no agreement, briefs may be filed at the discretion of either party. The arbitrator selected shall confer with the representatives of the Committee and the Union and hold hearings promptly. Further, the arbitrator will render his award and the reasons therefor, in writing, not later than thirty (30) days from the close of the hearings, or, if oral hearings have been waived, then from the date the final statement and briefs are submitted to him.

C. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement or which exceeds the submission of the grievance to him. The decision of the arbitrator will be final and binding on all the parties to the arbitration.

D. The cost for the services of the arbitrator, including per diem expenses, if any, actual and necessary travel expenses and subsistence expenses will be borne equally by the Committee and the Union.

## **ARTICLE 18 - WORKING OUT OF CLASSIFICATION**

In the event that an employee covered by this Agreement is required to work in a higher classification he/she shall be compensated at the rate of said higher classification.

In the event that an employee covered by this agreement is required to work in a lower classification, said employee shall be compensated at the rate of pay of her regular classification.

In the event a member of the bargaining unit fills in for a manager, then, in such event, such employee shall receive a ~~10%~~ **20%** increase in said employee's base hourly rate for time worked as a manager.

When an employee of a lesser grade works in a higher grade, that employee shall be paid at her current step at the higher grade.

Management shall provide proper training for all staff. In the event that an employee is required by management to train a new employee or a substitute employee, she/he will receive an additional \$0.50 per hour for each hour spent training.

## **ARTICLE 19 - LONGEVITY**

After completing 10 consecutive years of service	\$650	\$750
After completing 15 consecutive years of service	\$800	\$900
After completing 20 consecutive years of service	\$1300	\$1400

All employees covered by this agreement who have completed fifteen (15) consecutive years of service shall be granted a longevity payment equal to two (2) weeks of the individual employee's regular weekly rate of pay; and said payment shall be made prior to the summer recess and will be paid in a separate check.

## **ARTICLE 20 - AGENCY FEE**

Effective June 30, 1988, any employee employed on June 1, 1988, or thereafter in a classification covered by this agreement and who is not a member of the Union in good standing or who does not make application for membership in the Union within thirty (30) days following June 30, 1988, shall as a condition of continued employment pay as an agency fee to the Union an amount in accordance with the rules and regulations of the Labor Relations Commission; provided, however, that the employee may authorize payroll deduction for such agency fee and initiation fee in the same manner as dues deductions. In the event that an employee shall not pay such a fee directly to the Union or authorize payment through payroll deductions, the Committee shall immediately cause the termination of employment of such employee.

## **ARTICLE 21 - BENEFITS**

Section 1. Employees covered by this Agreement may, in accordance with the applicable Town of Weymouth's policy, have available to them the then current Health Insurance pursuant to Chapter 32B of Massachusetts General Laws and Retirement Benefits.

Section 2. The employees shall participate in the plans offered by the Group Insurance Commission.

Section 3. The Committee shall request the Board of Selectmen to extend the employees covered by this Agreement the pre-tax aspects relative to group health insurance premium costs of the so-called "Cafeteria Plan".

Section 4. When employees are required to attend training sessions, they shall be paid for the actual hours of the training session. Which shall not include any time spent traveling to and from said training. Employee's shall be reimbursed for mileage at the rate of \$0.28 \$0.32 per mile.

## **ARTICLE 22 - NEGOTIATIONS**

The Union Negotiating Team members shall be paid their regular hourly rate of pay in the event the Committee requires that negotiations take place during the involved employees' regular work schedule.

### **ARTICLE 23 - UNION/MANAGEMENT COMMITTEE**

In order to provide a means for continuing communications between the parties and for promoting a climate of constructive labor-management relations, there shall be a Union/Management Committee which shall consist of union representatives from each worksite which shall meet with representatives designated by management. The Committee shall meet monthly. Either party may suggest agenda items which may include topics related to the general application of this Agreement and other matters of concern.

### **ARTICLE 24 - SAFETY COMMITTEE**

The Union and Management agree to establish a Safety Committee in order to address issues of employee safety and health. The Union and Management will each appoint two members to the Safety Committee. Committee meetings will be scheduled upon request of committee members. Any committee member can contribute agenda items for discussion. In the event that the members of the Safety Committee are unable to reach agreement concerning safety problems or solutions, members of the Safety Committee will be permitted to present their concerns to the School Committee.

### **ARTICLE 25 - STUDY COMMITTEE**

The Committee and the Union will establish a joint study committee to review job descriptions and submit a joint recommendation to the Committee and the Union.

### **ARTICLE 26 - CLEANING DAYS**

Two paid four (4) hour cleaning days will be scheduled each school year. Employees who work at an elementary school site may be assigned to do paperwork tasks for all, or part, of said days. Employee attendance at cleaning days will be optional. The first cleaning day will be scheduled at the mid-point of the school year on a conference, in-service or other "no-school" day.

Employees will receive at least thirty (30) days notice of the date of the mid-year cleaning day. The second cleaning day will be the day after the last serving day of the school year at each site. Employees will notify managers one week in advance of each cleaning day as to whether or not they will attend.

Cleaning days are mandatory and can not be cancelled.



## **ARTICLE 27 - CLOTHING ALLOWANCE**

Employees covered by this agreement are required to wear uniforms and non-skid shoes when on duty. The District shall provide the uniform and non-skid shoes and will replace and repair the uniforms to keep them in proper condition. The employees will be responsible for the cleanliness of the uniforms.

## **ARTICLE 28 – FILL IN WORK**

In the event there is a requirement for a substitute for less than two (2) days, the opportunity for work will be offered to those employees not working because of an unscheduled day at their school. Employees working an unscheduled day will be paid at the rate of the position in which s/he is working that day. The step will be at the employees' step. Employees' offered to work from the list, shall then be moved to the bottom of the list, regardless of whether they accept the shift or not.

When a four-hour employee covered by the bargaining agreement is out, the position will be offered to a three-hour employee within that kitchen and a substitute will fill in for the three-hour position.

This work will be offered on a rotating seniority basis. The union will provide a list of employee interest by October 1 each year.

The union will provide a list as soon as practicable following ratification.

## **ARTICLE 29 - EVENT COVERAGE**

A member of the bargaining unit will be assigned to the cafeteria when School Department approved events take place in the cafeteria.

In determining who will staff these events, management will first offer the work to the most senior employee of the school at which the event is to be held. Then the work will be assigned through the district wide seniority list on a rotational basis. Once an employee is called from the list and either accepts or turns down the shift, their name is then moved to the bottom of the list.

Extra work will be offered first to employees in the building where the event is being held and be awarded by seniority. If not filled from within the building, the work will be offered by District-wide seniority. The Elementary Kitchen is not considered to be part of the High School for these purposes and the Maroon and Gold kitchens are separate for these purposes.

Event work that does not require the use of a school kitchen or takes place outside of the school year is not unit work.

### **ARTICLE 30 - BANQUET WORK**

It is agreed that banquet work in preparation for an evening banquet or function shall not be conducted by members of the bargaining unit during regular work hours. Members of the bargaining unit who do perform such banquet work following the conclusion of their regularly scheduled work day shall be compensated at one and one-half times their regular hourly rate.

In the event that a banquet or function is to occur during the regular work day and such banquet work is to be conducted during regular work hours, bargaining unit members shall either perform their regular duties or the duties necessary for the banquet but in no event shall they be required to perform both. Members of the bargaining unit shall be compensated at their regular rate for all banquet work conducted during their regularly scheduled work day and for work resulting from such daytime banquets or functions which may extend beyond their regular work day.

### **ARTICLE 31 - LAYOFF AND RECALL**

Section 1. Consideration of Layoff. Prior to layoff notices being sent, the Committee shall provide the Union with written notification of the anticipated need for a layoff. Said notification shall include the specific positions which may be affected. The Committee shall meet with the Union to discuss the circumstances requiring the layoff and any alternatives proposed by the Union or by the Committee.

Section 2. Voluntary Layoffs. The Committee shall notify each bargaining unit member that volunteers for layoff will be accepted. Employees will have one week from the date of receipt of said notice to respond to the Food Service Manager. Candidates for voluntary layoff will be accepted in order of seniority. Employees whose offer of voluntary layoff is accepted will be placed on the recall list for a period of two years.

Section 3. Layoff Notice. Should the number of people requesting to be voluntarily laid off not equal the number of reductions needed by the Committee, layoff notices will be sent in reverse order of seniority. Layoff notices will be sent by certified mail. Affected employees shall receive at least three weeks' notice of layoff. Laid off employees will be placed on the recall list.

Section 4. Reassignment. In the event that the positions eliminated do not match the positions of employees laid off, the following procedure for job reassignment will be followed.

- a) The Committee will, one week in advance of the job sign-up, post at each school  
1) a brief description of the specific duties, hours of work (including start and ending time) and location of each bargaining unit position and 2) a seniority list of all bargaining unit members.
- b) A job sign-up will be held at a time and location to be mutually agreed upon by the Committee and the Union. The Committee will provide all bargaining unit

members with two weeks' notice of said job sign-up.

- c) Each bargaining unit member will select his/her position in the presence of Committee and Union representatives. An employee may designate, in writing, a proxy to make his/her selection if s/he is unable to attend the job sign-up. The order of selection for employees with the same seniority date will be randomly determined in a manner acceptable to the Union and the Committee.

Section 5. Job Sign-up. The job sign-up will take place in the following order:

- a) Cooks/Bakers will be allowed to select a position in order of their seniority with the Committee. If a Cook/Baker does not choose to remain in his/her current classification, s/he may select a position with members of the Assistant Cook/Baker or Cashier/General Worker classifications, in order of his/her seniority with the Committee.
- b) Assistant Cooks/Bakers will be allowed to select a position in order of their seniority with the Committee. If an Assistant Cook/Baker does not choose a position in the Cook/Baker or Assistant Cook/Baker classifications, s/he may select a position with members of the Cashier/General Worker classification in order of his/her seniority with the Committee.
- c) Cashiers/General Workers will be allowed to select a position in order of their seniority with the Committee.
- d) An employee who does not select a position will be placed on the recall list in order of his/her seniority with the committee.

Section 6. Recall List. Employees will be compensated for accrued and unused vacation and longevity time. Employees will, at their request, be compensated for 20% of their accrued sick time in accordance with Article 9, Section 4 of this agreement. Employees who accept reemployment and wish to have their sick time restored must reimburse the above-mentioned 20% sick time buy out.

Employees may remain on the recall list for two years from the effective date of their layoff. All vacancies will be filled in accordance with Article 6 of the agreement. If a vacancy remains, it shall be offered to those employees on the recall list in order of seniority in the appropriate classification. If the vacancy remains, it shall be offered to all other employees on the recall list in order of seniority. In the event a vacancy still remains, it may be offered to non-bargaining unit members.

The Committee will provide notice of vacancies by certified letter to the employee's last known

address on file with the School Department. Employees must respond within seven working days from the first attempt to deliver the letter by the postal service. If an employee declines recall to the identical position from which s/he was laid off, said employee will then be dropped from the recall list.

The Committee will make every effort to make substitute assignments available to employees on the recall list in order of seniority before offering them to non-bargaining unit individuals. This process of obtaining substitutes shall not be subject to the grievance procedure.

Section 7. Re-employment. Employees who are dissatisfied with their assignment at the end of thirty calendar days will be allowed to select new assignments. These employees will be allowed to select new assignments but only from those assignments held by employees who are dissatisfied with their position. Once this second selection process is completed, there shall be no other process of reassignment. Any employee dissatisfied with their new assignment may choose to be placed on the recall list.

Any employee who, as result of the provisions of this article, is assigned to a position unlike the one s/he held prior to layoff or reassignment, will be placed on probation for thirty days. Said employee will not be required to complete the probationary period if s/he does not choose to accept the new assignment. A decision by the employer, after thirty days, that the employee is not qualified to hold the new assignment will not be subject to the grievance procedure providing, however, that the decision has not been made in an arbitrary, capricious or discriminatory manner. An employee who has been removed from a new assignment by the employer or who does not accept the new assignment will be placed on the recall list.

## **ARTICLE 32 - DURATION**

This agreement shall become effective as of July 1, 2016 and remain in full force and effect until June 30, 2019, and shall automatically be renewed from year to year thereafter, unless written notice is given by either party to the other at least ninety (90) days prior to the expiration date that termination or modification of this agreement is desired. Meetings to discuss the aforementioned shall begin no later than thirty (30) days from the written notice.

## **ARTICLE 33 - COMMITTEE RIGHTS**

The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts, and nothing in this agreement shall be deemed to derogate from the powers and responsibilities of the Committee under the statutes of the Commonwealth of Massachusetts or the rules or regulations of agencies of the Commonwealth.

The Committee retains those rights, powers and duties it now has, may be granted or have conferred upon it by law unless modified or changed by a specific written provision of this agreement.

An arbitrator (or Board of Arbitration) shall have no power to render a decision, nor substitute its judgment for that of the Committee in those areas reserved for the discretion of the Committee by this agreement, and said arbitrator (or Board of Arbitration) shall have power to render a decision only on an interpretation or application of one of the specifically expressed provisions of this Agreement.

IN WITNESS WHEREOF, the Weymouth School Committee and Local 888 Service Employees International Union, CTW-CLO have caused this agreement to be signed by their respective representatives this \_\_\_\_day of \_\_\_\_, 2016.

WEYMOUTH SCHOOL COMMITTEE

LOCAL 888, S.E.I.U., CTW-CIO

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## APPENDIX A

Effective July 1, 2016, increase the salary schedule by two percent (2%);  
Effective July 1, 2017, increase the salary schedule by two percent (2%); and  
Effective July 1, 2018, increase the salary schedule by two and one-half percent (2.5%).

Employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> of any year shall be eligible for a step increase the subsequent July 1<sup>st</sup>. Employees hired between January 1<sup>st</sup> and June 30<sup>th</sup> of any year shall be eligible for a step increase on the July 1<sup>st</sup> of the following year.

All employees shall participate in direct deposit.

**APPENDIX B**  
**Request For Day For Personal Business Form**

Date \_\_\_\_\_

REQUEST FOR DAY FOR PERSONAL BUSINESS

\_\_\_\_\_ day of week requested \_\_\_\_\_ date

I certify that this personal business  
cannot reasonably be conducted when school  
is not in session.

Signed \_\_\_\_\_ Applicant

Approved \_\_\_\_\_ Director

This card should be sent to the office of  
the Superintendent on day following