

# **Memorandum of Agreement**

between

**Government Employees' Union, IUPE, Local 4,**

**And**

**Leicester School Committee, MA**

**(Food Services Unit)**

**2014 – 2017**

WHEREAS, the Collective Bargaining Agreement between the Leicester School Committee (the "Employer") and Government Employees' Union, IUPE, Local 4, (the "Union") expired on June 30, 2014 (the "former Agreement"), and

WHEREAS, the Town and the Union have negotiated a successor agreement (the "New Agreement") for the period July 1, 2014 through June 30, 2017;

NOW THEREFORE, the Employer and the Union agree that the New Agreement shall consist of the provisions of the former Agreement except as modified as follows:

## **I: GRIEVANCE PROCEDURE**

A grievance shall be defined as a dispute concerning the interpretation, implementation, or application of this collective bargaining agreement. The purpose of the procedure set forth is to produce prompt and equitable solutions to those problems which from time to time arise and affect the conditions of employment. The Committee and Union desire that such procedure be as informal and confidential as may be appropriate for the grievance and level involved.

- I. **Level One:** An employee or group of employees having a grievance shall present it in writing through the Union steward or bargaining representative, to the Food Service Director/designee, stating specifically what article or articles of the collective bargaining agreement the employee believes to have been violated. This must take place no later than ten (10) working days after the employee is aware or reasonably should have been aware of, the event or events giving rise to the grievance, but not to exceed 30 school days from the event or events giving rise to the grievance. The Food Service Director shall have ten (10) working days to respond to the grievance and, depending on the nature of the grievance reserves the right to confer with the

Superintendent/designee.

2. **Level Two:** If the employee is not satisfied with the Food Service Director's, or his or her designee's response, the employee together with his union representative, may appeal the grievance to the Superintendent; such appeal must be filed within ten (10) working days of the date of the answer from the Food Service Director. The Superintendent or his designee will have ten (10) working days to give his or her answer to the grievance in writing.
3. **Level Three:** In the event that the aggrieved employee is not satisfied with the decision of the Superintendent, the Union, within ten (10) working days after receipt of the decision of the Superintendent, may submit the grievance for arbitration to the Massachusetts Board of Conciliation and Arbitration. Any such arbitration shall be conducted in accordance with the rules of the Board of Conciliation and Arbitration. The Arbitrator or arbitration panel shall be without power to add to, subtract from, or modify in any way the provisions of this Agreement. The costs of arbitration shall be borne equally by the parties.
5. Failure of the employee or the Union at any stage of this procedure to appeal the grievance to the next level within the time specified shall be deemed to be acceptance of the decision rendered at that level.
6. The grievant shall have the right to use at his/her presentation of any level of this grievance procedure, representation of his/her choosing but not normally to exceed two (2) representatives.
7. Failure by the Superintendent to respond within the time limits set forth in the Article shall be deemed a denial of the grievance at that step of the grievance process.
8. Any time limits contained in this Article may be waived by agreement of the parties.

**II: SICK LEAVE (page 7) Replace last paragraph as follows:**

Food Service Employees hired prior to July 1, 2008, upon retirement under Massachusetts General Laws or death, shall be able to "buy back" a maximum of twenty (20) days of accrued sick leave. Food Service Employees hired on or after July 1, 2008, upon retirement under Massachusetts General Laws or death, shall be able to "buy back" 1/3 of their total accumulated sick leave, to a maximum of twenty (20) days.

Food Service Employees must give at least 60 days written notice prior to retirement to qualify for the sick leave "buy back" benefit. The superintendent may, at his/her discretion, waive this notice requirement.

**III: WAGES - (page 10):**

*Change the first section to read:*

Retroactive to July 1, 2014, all steps listed in Appendix A shall be increased by \$0.35 per hour. The Super Step shall be increased by \$0.45 per hour.

Effective July 1, 2015, bargaining unit employee will receive a two (2%) percent increase

Effective July 1, 2016, bargaining unit employee will receive a two (2%) percent increase

**IV: WAGES - Longevity (page 10):**

*Change the Longevity section to read:*

The Committee agrees to provide one hundred dollars (\$100) payable at the completion of the employee's 15<sup>th</sup> year and an additional twenty dollars (\$20) per year will be paid for each succeeding year of employment thereafter (\$16 years = 120; 17 years = \$140, etc.). Said sum shall be paid the last pay period in June.

**V: DURATION (page 11) Delete and rewrite as follows:**

This contract shall extend from July 1, 2014 to June 30, 2017 and shall continue in force an effect thereafter while the parties are negotiating toward a new Agreement. Either party wishing to modify, amend, or terminate the contract must notify the other party in writing not more than one hundred eighty (180) days and no later than thirty (30) days prior to the expiration date as set forth above or the contract will automatically renew itself for successive terms of one (1) year. After receipt of notice by either party, a conference will be held between the Committee and the Unions Negotiation Committee for the purpose of negotiating such amendments or modifications.

**VI: LABOR MANAGEMENT COMMITTEE - Add:**

The parties to this Agreement hereby express their joint intention, through the provisions of this Article, to seek to continue their harmonious relations; to promote mutual cooperation and understanding; to establish and maintain new and effective lines of communication between the parties; to insure the safety and physical well-being of the employees; to resolve problems arising during the administration and implementation of this Agreement; to consider the proper interests of the employees in the conditions under which they perform their duties by giving the employees an effective voice in the development, evolution, and improvement of those conditions – all with the goal of providing the Leicester School Department with the best, safest, and most efficient services possible.

In order to achieve these ideal ends, the parties recognize the need for establishing and maintain a conduit for informal, mutual expression and meaningful discussion.

THEREFORE, the parties to the Agreement hereby establish the Labor-Management Committee, (herein called "the LMC" which shall consist of at least four (4) members as follows:

1. the President of the Union or his/her designee;
2. one (1) other member of the Union;
3. the Superintendent of Schools or his/her designee; and
4. the Director of Food Services.

**Section 1.** The LMS shall meet at mutually convenient times to consult as provided herein, but not less than once every three (3) months.

**Section 2.** The parties agree that at least one (1) week prior to the date scheduled for the regular meeting of the Committee described above, the Union and the Superintendent will exchange a written agenda of subjects about which they desire to consult. The consultation as nearly as possible will be confined to subjects on the agenda. Where no written agenda is submitted, the meeting shall be cancelled.

Section 3. The parties agree that the provisions of this Article will in no way be construed as broadening the scope or application of this Agreement as requiring collective bargaining negotiations during its life.

**VII: HOURS OF WORK**

The work schedule shall provide a ten (10) minute rest period during each four (4) hours of work. Whenever possible, the rest period shall be in the middle of the shift.

**VIII: OVERTIME**

Overtime work is hereby defined for the purpose of this contract as work performed by an employee in excess of eight (8) hours per day or forty (40) hours per week. The School Department agrees to pay any bargaining unit member time and one half (1 ½) the regular hourly rate for all overtime hours worked.

**IX: REVISE THE PAYROLL PROCEDURE**

Agreed to eliminate the sentence describing the process of equal pay periods.

**X: JOB DESCRIPTIONS**

Job descriptions (attached)

**XI: SICK LEAVE (page 7)**

Delete 3<sup>rd</sup> paragraph and rewrite as follows:

After three (3) consecutive days, a doctor's certificate may be required and shall be filed with the Superintendent or his/her Designee. If the employee's absence from duty recurs frequently or habitually, and when in the judgment of the Superintendent there appears to be reasonable cause, a medical certification from a physician shall be required. Any absences more than ten (10) consecutive days a doctor's certificate shall be required indicating that the employee is permitted to return to full duty

**XII: HOUSEKEEPING – The parties agree to:**

- A) Add Article numbers
- B) Change Cover page (attached)
- C) Add Table of Contents
- D) Delete last sentence in Seniority (p. 6)
- E) Under "Employer's Rights, "he District" → "the District"
- F) Bullet the list of the functions of management provided in the second paragraph of "Employer's Rights" to make this section more clear
- G) Replace "The School Committee" or "Committee" with "District" in D and E on page 4
- H) Under "Discipline," "The School Committee or designee" → "The Superintendent"
- I). Under "Discipline," 4<sup>th</sup> paragraph and under grievance procedure, replace "Principal" with "Food Service Director"
- J) Under "Bedside care," eliminate the word "other" right before "mother."
- K) Under "Union Steward," replace "building principal" with "Food Service Director"

L) Under "Layoff and Recall," replace "School Committee" with "Superintendent, upon recommendation by the Food Service Director"

This Agreement is subject to ratification by the Leicester School Committee and by Government Employees' Union, IUPE, Local 4 and to appropriation. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

This Agreement has been duly executed by authorized representatives of the Leicester School Committee and by Government Employees' Union, IUPE, Local 4

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this 30 day of September, 2014,

LEICESTER SCHOOL COMMITTEE

GOVERNMENT EMPLOYEES' UNION,  
IUPE, LOCAL 4

supt: J. Paolucci

Sean P. Madole

chair: [Signature]

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**APPENDIX A**

<b>Cafeteria Salary Schedule</b>	<b>1-Jul-13</b>	<b>1-Jul-14</b>	<b>1-Jul-15</b>	<b>1-Jul-16</b>
<b><u>MANAGERS</u></b>				
Step 1	\$ 15.32	\$ 15.67	\$ 15.98	\$ 16.30
Step 2	\$ 15.95	\$ 16.30	\$ 16.63	\$ 16.96
Step 3	\$ 16.49	\$ 16.84	\$ 17.18	\$ 17.52
Step 4	\$ 17.00	\$ 17.35	\$ 17.70	\$ 18.05
Super Step	\$ 17.34	\$ 17.79	\$ 18.15	\$ 18.51

<b>CAFETERIA WORKERS</b>				
Step 1	\$ 10.25	\$ 10.60	\$ 10.81	\$ 11.03
Step 2	\$ 10.70	\$ 11.05	\$ 11.27	\$ 11.50
Step 3	\$ 11.14	\$ 11.49	\$ 11.72	\$ 11.95
Step 4	\$ 11.58	\$ 11.93	\$ 12.17	\$ 12.41
Step 5	\$ 11.93	\$ 12.28	\$ 12.53	\$ 12.78
Step 6	\$ 12.30	\$ 12.65	\$ 12.90	\$ 13.16
Step 7	\$ 12.67	\$ 13.02	\$ 13.28	\$ 13.55
Step 8	\$ 13.17	\$ 13.52	\$ 13.79	\$ 14.07
Step 9	\$ 13.62	\$ 13.97	\$ 14.25	\$ 14.53
Step 10	\$ 14.04	\$ 14.39	\$ 14.68	\$ 14.97
Super Step	\$ 14.32	\$ 14.77	\$ 15.07	\$ 15.37

**Contract Between the  
Government Employees' Union Local 4  
(Food Services)**

**and**

**The Leicester School Committee**

**July 1, 2011- June 30, 2014**

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### **PURPOSE**

Pursuant to the provisions of Massachusetts General Laws, Chapter 150E, Section 4, this agreement is made this day of July 1, 2011 by and between the Leicester School Committee (hereinafter referred to as the Employer) and the school Food Service Employees represented by Government Employees' Union (GEU) (hereinafter referred to as the Union), and has as its purpose the promotion of harmonious relations between the Employer and the Union.

### **RECOGNITION**

In recognition of the fact that the food service employees in an election in the year 2008 have selected the Union as exclusive bargaining representative and that a certification has been issued to this effect for the specific purpose of collective bargaining with respect to wages, hours and other conditions of employment, the Leicester School Committee recognizes the Government Employees' Union as the exclusive representative of all regular full time and part time food service employees but excluding all managerial, confidential, casual and other employees.

### **EMPLOYER'S RIGHTS**

The Union recognizes that the School Committee and the Administration must provide quality, efficient and economical operation of its schools and to promulgate reasonable rules and regulations thereof. To this end, the District retains and reserves all regular and customary functions of management and all powers, rights, and duties it has under law, except as abridged, delegated, granted, or modified by this agreement. These rights include but are not limited to:

1. maintain order and efficiency, select, hire, promote and direct the Food Service Employee in accordance with the requirement; enrollment needs; financial needs; and to assign, reassign and schedule all duties and assignments, determine the quantity and types of equipment to be used, introduce new methods and facilities, determine staffing requirements and the number and location of facilities, determine whether the whole or any part of the operation shall continue to operate, determine the qualifications for positions, demote, suspend, discipline or discharge, layoff food service employees for lack of work or lack of funds subject to the terms of this agreement.

### **FOOD SERVICE EMPLOYEES**

Food Service Employees will perform their duties as outlined in the job description or directed by the Food Service Director and the Superintendent/designee.

### **PROBATIONARY PERIOD**

The first ninety (90) days of continuous service by a newly hired employee shall constitute such employee's probationary period. At any time during the probationary period a newly hired employee may be terminated at the sole discretion of the Employer, and said termination is not subject to grievance or arbitration.

### **CHECKOFF/UNION SECURITY**

After 30 days of employment an employee may tender monthly membership dues charged by the Union by signing a payroll deduction authorization form. During the life of this Agreement and in accordance with the terms of the authorization from hereinafter set forth, the Employer agrees to deduct from each pay period, dues levied in accordance with the Constitution of the Union and remit the aggregate amount to the Treasurer of the Union on a monthly basis.

### **AGENCY SERVICE FEE**

A. Commencing on the effective date of this Agreement, all employees who are members of the bargaining unit will be required as a condition of their employment to pay an authorized biweekly

agency service fee (to be deducted from the employee's paycheck) unless they become members of the Union within thirty (30) days. Said fees will be in an amount determined in accordance with all state and federal laws and regulations and will reflect the costs of collective bargaining contract administration and other permissible charges, except that in no case will the fee be greater than the annual dues of G.E.U. Local #4.

- B. This Article will not apply to any employees who have authorized the Town Treasurer to deduct Union dues under Article 4 of this Agreement.
- C. It is understood by the School Committee and the Union that deduction of the agency service fee will be made by the Town through the Treasurer only during the existence of an executed Agreement between the School Committee and the Union.
- D. The collection of the fee (with the exception of Authorized payroll deduction) shall be solely the responsibility of the Union, and the School Committee shall not be responsible for the implementation, collection or enforcement of the fee, except that it will supply, on demand, any required documentation to establish that an individual refusing to pay is a member of the bargaining unit.
- E. The Union will enforce payment of the agency service fee. The Committee will not be required to take any action regarding the employment status of an individual who refuses to pay the agency service fee.
- F. It is the responsibility of the Food Service Director to notify G.E.U and the Steward of any new employees hired into the bargaining unit.

#### ***NO STRIKE/NO LOCKOUT***

During the term of this agreement there shall be no strikes, work stoppages or slowdowns of school operations by the Union or its members. The employer agrees not to lock out any employee covered by this agreement.

#### ***DISCIPLINE***

The School Committee or designee may impose disciplinary action for just cause. Disciplinary action may include, but is not limited to:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

The School Committee or representative will give written notice to employees within five (5) days of imposing 3 and 4 above and will forward a copy to G.E.U. Local #4.

Written notice regarding suspension will specify the number of days imposed. Disciplinary actions under items 3 and 4 above can be taken up at the second step of grievance procedure.

No employee will be suspended for more than five (5) days without a hearing. Hearings will be held before the building Principal, unless it involves a decision made by the Superintendent, in which case, s/he will be the sole hearing officer. If a suspended employee disagrees with a decision of a building principal, the aggrieved employee may appeal to the Superintendent for a hearing, whose decision is final. In cases repeated suspension of more than five (5) days or that may result in a termination, the hearing will be conducted by the Superintendent.

### **GRIEVANCE PROCEDURE**

A grievance shall be defined as a dispute concerning the interpretation, implementation, or application of this collective bargaining agreement. The purpose of the procedure set forth is to produce prompt and equitable solutions to those problems which from time to time arise and affect the conditions of employment. The Committee and Union desire that such procedure be as informal and confidential as may be appropriate for the grievance and level involved.

1. An employee or group of employees having a grievance shall present it in writing through the Union steward or bargaining representative, to the Food Service Director/designee, stating specifically what article or articles of the collective bargaining agreement the employee believes to have been violated. This must take place no later than five (5) working days after the employee is aware or reasonably should have been aware of, the event or events giving rise to the grievance, but not to exceed 30 school days from the event or events giving rise to the grievance. The Food Service Director shall have ten (10) working days to respond to the grievance and, depending on the nature of the grievance reserves the right to confer with the Superintendent/designee.
2. If the employee is not satisfied with the Food Service Director's, or his or her designee's response, the employee together with his union representative, may appeal the grievance to the building Principal, such appeal must be filed within ten (10) working days of the date of the answer from the Food Service Director. The Principal or his designee will have ten (10) working days to give his or her answer to the grievance in writing.
3. If the employee is not satisfied with the answer of the Principal, the employee or the Union representative may appeal the grievance to the Superintendent. Such appeal must be filed within ten (10) working days of the date of the answer of the Principal. The Superintendent will have ten (10) working days to give his or her answer to the grievance in writing.
4. In the event that the aggrieved employee is not satisfied with the decision of the Superintendent, the Union, within ten (10) working days after receipt of the decision of the Superintendent, may submit the grievance for arbitration to the Massachusetts Board of Conciliation and Arbitration. Any such arbitration shall be conducted in accordance with the rules of the Board of Conciliation and Arbitration. The Arbitrator or arbitration panel shall be without power to add to, subtract from, or modify in any way the provisions of this Agreement. The costs of arbitration shall be borne equally by the parties.
5. Failure of the employee or the Union at any stage of this procedure to appeal the grievance to the next level within the time specified shall be deemed to be acceptance of the decision rendered at that level.
6. The grievant shall have the right to use at his/her presentation of any level of this grievance procedure, representation of his/her choosing but not normally to exceed two (2) representatives.
7. Failure by the Superintendent or School Committee to respond within the time limits set forth in the Article shall be deemed a denial of the grievance at that step of the grievance process.
8. Any time limits contained in this Article may be waived by agreement of the parties.

### **SENIORITY**

The length of continuous service of the employee in the bargaining unit shall determine the seniority of the employee. In the cases of a newly recognized unit, all members coming under contract will retain their

length of service from their date of hire. (current seniority list)

The competency of the candidate in relation to the requirements of the open position along with length of service shall be the governing factor in cases of transfer and preference in vacant shift assignments.

In cases of promotion, seniority shall be considered along with qualifications, ability and experience.

Any changes made pursuant to this article that involve a change of building other change pursuant to Article 8, are subject to review and prior approval by the Superintendent.

### ***EVALUATION***

The evaluation process is intended to be a positive approach to enhance Employer and Employee relationships and is to be used as a tool for both parties to have a clear understanding of the expectations of the job and employee performance. It is not intended to replace or to be used in conjunction with matters of discipline however; an evaluation may be used as support documentation by the Food Service Director or Superintendent /designee for disciplinary reasons.

The evaluation will be an objective analysis of the Employees' job performance. Evaluations shall be conducted annually and provided to the employee prior to June 1. Employees shall have five (5) days to review the evaluations and shall be afforded the opportunity to meet and discuss the contents of the evaluation with the evaluators if requested. A bargaining unit member may submit a rebuttal to be attached to the evaluation form and put in the employee's official personnel file. An employee can not grieve his/her evaluation.

### ***HOURS OF WORK***

The regular hours of work each day will be consecutive except interruption of lunch periods. The work day for managers will consist of six (6) hours fifteen (15) minutes (the 15 minutes is for bank deposit). The work day for other food service staff is six (6) hours or a lesser amount within a twenty-four (24) hour period. Each employee will be scheduled to work a shift with regular starting and ending times.

- a. Work Day - Stated upon hiring date
- b. Work Year - The work year for the Food Service Employees shall be the full days that school is in session for the school year. In addition, the Food Service Director will schedule hours for the workers necessary for the opening or closing of the school. These hours will be equal to or less than the employees regular work hours at their regular hourly rate of pay.

All bargaining unit members must be certified by the National Restaurant Association Serve Safe Program. All new employee will have 6 (six) months from date of hire to become certified or pass a Serve Safe Certification course. If at any time the Serve Safe Certification Program is offered by the Leicester School Department employees must participate in the training.

In-service programs will be scheduled at the discretion of the Food Service Director depending on availability of such programs and funding.

### ***HOLIDAYS***

The following days are paid holidays at the Food Service Employees daily prorated pay rate: New Year's Day, Martin Luther King's Birthday, Presidents Day, Patriot's Day, Memorial Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

### ***SICK LEAVE***

An employee must work at least twenty (20) hours per week to be eligible to earn sick leave benefits. Each eligible employee shall earn 12 sick days per year accruing sick leave pay at the rate of one and one-quarter (1.25) days for each month of work. A sick day will be considered an absence by an employee for his/her regular working shift within a 24 hour period. There shall be a one hundred eighty (180) day accrual limit as to the total number of unused sick leave days. Cafeteria workers who have accrued more than one hundred eighty (180) unused sick days as of July 1, 2008 may retain these days, however once the number of unused sick days drops to one hundred eighty (180), they will not be allowed to accrue beyond the one hundred eighty (180) day cap. The following is to be considered due reason for sick leave:

1. Personal sickness or injury
2. Bedside care. (see below)

Bedside care - an employee will be entitled to use up to five (5) sick days per year in the event of an illness or injury requiring bedside care for members of the employee's household or the following immediate relatives other, mother, father, sister, brother, husband, wife, daughter or son.

If an employee's absence from duty recurs frequently or habitually, and when in the judgment of the Superintendent there appears to be reasonable cause, a medical certificate from a physician shall be required.

To be eligible to use paid sick leave, an employee must report the illness or injury to their immediate supervisor as soon as is reasonably possible, but in no event less than one hour prior to such employee's scheduled reporting time on the first day of absence (unless prevented from doing so for reasons of emergency) and shall also notify the immediate supervisor not later than the evening before the day in which the employee intends to return.

An employee shall be notified within thirty (30) school days of accumulated sick days. Notification may include an employee accessing their own data through the District's computerized program.

Food Service Employees, hired prior to July 1, 2008, upon retirement will be able to "buy back" a maximum of twenty (20) days of accrued sick leave if notification is received by November 1<sup>st</sup> preceding the school year of retirement. Food Service Employees hired from July 1, 2008 on are not eligible for the sick leave buy back provision of this article.

### ***PERSONAL LEAVE***

An employee must work at least twenty (20) hour per week to be eligible to receive personal leave time benefit. All eligible food service employees will be entitled to three (3) personal days per year. A personal day will be considered as a day off with pay by an employee, for their regular working shift within a 24 hour period. During an employee's first year of employment, 1 day of personal time will be received for every four (4) months worked.

No more than 2 personal days can be taken at a time and personal days cannot be taken in conjunction with holidays or vacations or first or last week of any school year with exceptions only at the discretion of and with prior written approval of the Superintendent. A two (2) day minimum prior notice is required to use personal time unless it is an emergency. Such leave shall not be cumulative. Personal leave days must be taken in increments of one (1) full day.

Should there be two (2) or more personal day requests for the same day from the same school, only the

first request shall be awarded. The Superintendent will have the authority to extend the number of individuals on personal days at any building if the situation in his/her opinion warrants and the decision of the Superintendent is not subject to the grievance procedure.

### ***FAMILY MEDICAL LEAVE ACT***

Cafeteria workers who meet the 1250 hours/calendar year and all other FMLA requirements will be eligible for this benefit.

### ***BEREAVEMENT LEAVE***

Food Service personnel will be granted bereavement leave in accordance with the following provisions:

1. In the event of the death of a father, mother, sister, brother, spouse, daughter, son, stepfather, stepmother, stepsister, stepbrother, stepdaughter, stepson and foster child, five (5) days beginning with the first full day of absence following the day of death.
2. In the event of the death of grandparents, grandchild, mother-in-law, father-in-law, three (3) days beginning with the first full day of absence following the day of death.
3. In the event of the death of other relatives (aunt, uncle, spouses of aunt or uncle, niece, nephew, brother-in law, sister-in-law and first cousins), one day (1) for attendance at the bereavement services/funeral.
4. All time periods shall include weekends and holidays.
5. In the event additional time is necessary, said additional time will be deducted from sick leave on approval by the Superintendent.

### ***GROUP HEALTH AND LIFE INSURANCE/LIABILITY***

An employee must work at least twenty (20) hour per week to be eligible to receive insurance benefits. All eligible food service employees will receive the same fringe benefits, including but not limited to individual or family group health insurance, group life insurance, dental insurance, accidental death, and dismemberment insurance, as provided to all employees of the Town of Leicester. A food service employee hired prior to June 30, 2008 will contribute twenty-five (25%) to the cost of the health insurance plan and food service employees hired from July 1, 2008 on, will contribute thirty (30%) to cost of the health insurance plan.

In order to shelter an employee's contribution to medical insurance or an HMO plan from income tax, the School Committee agrees, to the extent permitted by law, to implement a "premium conversion plan" (cafeteria plan) for health insurance employees.

A minimum of \$10,000.00 life insurance coverage will be available for all employees covered by this agreement

### ***UNIFORMS/CLOTHING***

In order to promote a professional appearance and uniformity within the school cafeteria, uniforms/clothing will be provided to all food service staff. Yearly uniform/clothing allotments will depend on the individual employees' need and the constraints of the budget. The uniform/clothing items typically will consist of: pants, shirts, aprons, visors, hat/hair nets, shoes-(cap of \$40/year for shoes), and will be ordered by the Food Service Director from District approved vendors.

### **UNION STEWARD**

The identification of the Union steward and other representatives will be furnished to the employer immediately after their designation and the Union will notify the employer of any changes. The Union steward shall be given reasonable time (one hour) to investigate and settle grievances filed. This process shall not interfere with the educational process nor interfere with the normal operations of the schools. Request for time shall be made with the building principal.

### **LAYOFF AND RECALL**

- a. The School Committee may layoff an employee for lack of work or lack of funds.
- b. An employee who is to be laid off for lack of work or lack of funds shall receive a written notice of layoff not less than fifteen (15) calendar days prior to the effective date of the layoff.
- c. Employees shall be laid off in inverse order of seniority within their job titles, with the least senior employee in a job title being laid off first.
- d. An employee who is to be laid off shall have the right to bump a less senior employee in an equal or lower job classification, providing the bumping employee is determined by the Superintendent to be qualified to do the work of the bumped employee. The Superintendent's decision as to qualifications is final and shall not be subject to grievance or arbitration.
- e. An employee who has been laid off shall be entitled to recall for a period of twelve (12) months from the effective date of the layoff. Employees shall be recalled in inverse order of layoff, provided an employee is being recalled is determined by the Superintendent's to be qualified to do the work of the position to which he would be recalled. The Superintendent's decision as to qualifications is final and shall not be subject to grievance or arbitration.
- f. An employee shall be notified in writing of an opportunity for recall. Such employee shall notify the Superintendent no later than ten (10) calendar days after the date of such notice if he wished to be reinstated. If he/she fails to respond within the ten (10) calendar day period, he/she shall forfeit his/her recall rights under this article. Employees may refuse to be recalled to a lesser paying position without a penalty.
- g. A recalled employee shall work 50% of the time equal to his/her layoff to regain full seniority rights.
- h. In connection with any notice to be sent pursuant to this Article, it shall be the responsibility of the employee to advise the Superintendent of the address to which all notices shall be sent and the Superintendent may relay on such information as supplied by the employees.
- i. It is the responsibility of the Superintendent to notify the Union of an impending reduction of force within fifteen (15) calendar days in order to schedule a meeting with the Union to discuss the impact of the layoff on the affected employees.

### **HEALTH AND SAFETY**

A Safety Committee composed of two (2) representatives of the Union and two (2) supervisory personnel shall be appointed when necessary. Said safety committee shall meet for the purpose of reviewing safety practices.

All food service work areas shall be fitted with a first aid kit, and a supply of protective gloves will be

provided.

An employee has the right to refuse an order that endangers the personal safety of the employee without punitive actions taken. The Food Service Director and Superintendent/designee shall decide the safety issue in question.

### **WAGES**

Retroactive to **July 1, 2011**, bargaining unit employees will receive an additional **1.5%** increase.

Effective **July 1, 2012**, bargaining unit employees will receive **2%** increase.

Effective **July 1, 2013**, bargaining unit employees will receive a **2%** increase.

The "super step" is for bargaining unit members that have 20 years or more of service to the District.

#### **Longevity:**

The Committee agrees to provide a longevity stipend of \$100 payable at the completion of the employee's 15<sup>th</sup> year and each year of employment thereafter, payable on the last payroll in June.

Pay schedule is stated in Appendix A.

Any individual working in a manager's position while the manager is out, will receive a fifty cents (\$.50) more per hour for the first five (5) days and a seventy five cents (\$.75) more per hour for days beyond the first five (5) days. This person shall be appointed on the basis of qualifications and seniority in that school.

### **BULLETIN BOARD**

The District shall provide a bulletin board in the food service area of each school. Parties to this agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

### **MATERNITY LEAVE**

An employee who has worked for at least 3 consecutive months and who gives at least two weeks advance notice to the Food Service Director or Superintendent/designee of his/her anticipated date of departure and his/her intention to return, shall be allowed maternity leave of eight (8) weeks for the purpose of giving birth or for adopting a child under 18 years of age or 23 years of age if the child is mentally or physically disabled. Upon his/her return s/he shall be restored to his/her previous or similar position with the same status, pay, length of service and seniority, whenever applicable, as of the date of his or her leave. The maternity leave will be without pay.

Maternity leave shall not affect the employee's right to receive vacation time, sick leave, advancement, seniority, length of service credit benefits programs for which she was eligible at the date of her leave. The leave shall not be included, however, in the computation of such benefits.

This article is intended to recognize provisions of Massachusetts General Laws, Chapter 149, Section 105D.

### **JURY LEAVE**

The Employer agrees to pay regular compensation to an employee for the first three days of jury duty as required by Chapter 234A, Section 48, of the Massachusetts General Laws. Appropriate paper work verifying jury duty participation must be filed by the employee.



### ***PROFESSIONAL DEVELOPMENT/CONFERENCE/TRAINING DAYS***

Professional Development opportunities with reimbursement, after submission of appropriate paperwork including receipts for all charges, will be at the discretion of and with prior written approval of the Superintendent subject to funding.

### ***ROAD MILEAGE***

Employees will be reimbursed for road mileage and tolls upon submission of receipts for travel out of town with prior written approval of the Superintendent/designee, at the rate set by the District.

### ***PAYROLL***

All members of the bargaining unit will be eligible to elect to receive payment by electronic deposit. The District will provide at a minimum, the ability to deposit funds into two different accounts, with the employee determining the amounts/portions of each pay period to be placed into these accounts by August 1<sup>st</sup>. Employees may adjust these amounts annually by June 1<sup>st</sup> of each subsequent year of the contract, by submitting appropriate paperwork as required by the Town and District. Wages shall be paid in 21 equal bi-weekly pay periods.

### ***SCOPE OF AGREEMENT***

This contract represents the entire agreement of the parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This agreement fulfills and resolves all outstanding grievances existing prior to its effective date. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement nor whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

In the event that any provision of this agreement is or shall at any time be declared contrary to law, all other provisions of this agreement shall continue in effect.


This Agreement may not be modified in whole or in part by the parties except by instrument in writing duty executed by both parties.

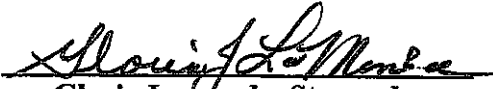
### ***DURATION***

This Agreement shall be effective July 1, 2011 and shall continue in effect through June 30, 2014, and shall thereafter automatically renew itself for successive terms of one (1) year unless not later than May 1 prior to the expiration of the contract year either the Committee or the Union shall have given the other written notice of its desire to modify or terminate this Agreement.

IN WITNESS THEREOF, the Leicester School Committee and the Government Employees' Union Local 4, (Food Services) have caused this Agreement to be executed by its duly authorized representatives, on this, the 14<sup>th</sup> day of June, 2011.

**Government Employees' Union**

  
James R. Foley, President

  
Gloria Lamonda, Steward

**Leicester School Committee**

  
Paul K. Soojian, Superintendent

  
Scott Rieder, School Committee Chair

### Appendix A

<b>Cafeteria Salary Schedule</b>	<b>FY 10-11</b>	<b>FY 11-12</b>	<b>FY 12-13</b>	<b>FY13-14</b>
<b>Managers</b>		1.5%	2%	2%
Step 1	14.51	14.73	15.02	15.32
Step 2	15.10	15.33	15.63	15.95
Step 3	15.62	15.85	16.17	16.49
Step 4	16.10	16.34	16.67	17.00
Super Step	16.42	16.67	17.00	17.34
<b>Cafeteria Workers</b>				
Step 1	9.71	9.86	10.05	10.25
Step 2	10.13	10.28	10.49	10.70
Step 3	10.55	10.71	10.92	11.14
Step 4	10.97	11.13	11.36	11.58
Step 5	11.30	11.47	11.70	11.93
Step 6	11.65	11.82	12.06	12.30
Step 7	12.00	12.18	12.42	12.67
Step 8	12.47	12.66	12.91	13.17
Step 9	12.90	13.09	13.36	13.62
Step 10	13.30	13.50	13.77	14.04
Super Step	13.56	13.76	14.04	14.32

Memorandum of Agreement

Whereas there is currently a deficit in the School Department's food service program, but whereas negotiations have occurred between representatives of the Leicester School committee (hereinafter "the Committee") and the Government Employees' Union Local 4 (Food Services) (hereinafter "the Union") over the potential for cost savings as a result of inducing early retirements, the Committee and the Union agree as follows:

1. If any of the eight (8) food service employees who are currently eligible to retire gave written notice to the school department by March 1, 2013 that they were interested in retiring on or before March 15, 2013, they will receive a one-time retirement incentive commensurate with where their salary falls on the chart below, and in any event no higher than \$7,000.00:

<u>Eligible employee</u>	<u>hourly rate</u>	<u>annual salary</u>	<u>incentive</u>
1	\$17.00	\$21,687.75	\$7,000.00
2	\$17.00	\$20,081.25	\$6,481.00
3	\$16.67	\$19,691.44	\$6,356.00
4	\$16.67	\$19,691.44	\$6,356.00
5	\$13.77	\$16,916.45	\$5,460.00
6	\$14.04	\$15,921.36	\$5,139.00
7	\$13.77	\$15,615.18	\$5,040.00
8	\$13.77	\$15,615.18	\$5,040.00
TOTAL			\$46,872.00

2. This is a one-time retire incentive offer which will set no precedent for the future.

Signed on the below-stated date(s).

On behalf of  
the Committee:

Scott Brosky  
signature

Scott Brosky  
name printed

3/23/13  
date

On behalf of  
the Union:

Angelo T. Karabassis  
signature

Angelo T Karabassis  
name printed

3/22/13  
date