

COPY

Memorandum of Agreement
Canton School Committee/Canton Schools (Cafeteria)
Union, AFSCME, Council 93, Local 362, Canton Chapter

The parties hereby enter this agreement to extend the Collective Bargaining Agreement (ending June 30, 2015) through June 30, 2018, with the following amendments:

Articles I, II, and III - Hourly Wage Rates. Revise to reflect the following increases: *FY16 - 2%, FY17 - 2%, FY18 - 2%.*

ARTICLE IV - WORK YEAR Revise to read as follows:

Optional Days: Employees who have a 180-day work year have the option of taking off without pay any day that lunch is not served, except professional development days. Taking an optional day off without pay will not impact sick or personal leave totals or have any effect on eligibility for a sick leave bonus. If a day is designated a professional development day by the Food Service Director, it is a regular work day, not an optional day off. *The Food Services Director will make reasonable efforts to notify employees of the scheduling of professional development days for the impending academic year by August 1st.*

ARTICLE VII - VACATION DAYS Revise to read as follows:

Assistant managers, who are entitled to *twelve (12)* paid vacation days annually, and general workers, who are entitled to ten (10) paid vacation days annually, shall receive payment for these days as follows: Thanksgiving vacation – two (2) days, Christmas vacation – four (4) days, and summer vacation – *six (6) days for assistant managers and four (4) days for general workers, respectively*, to be paid in the last paycheck of the work year.

Article XI - Insurance. Revise to read as follows:

The Committee will provide a plan of group life, accidental death and dismemberment and general or blanket hospital, surgical and medical insurance as authorized under the provisions of G.L. Chapter 32B. The Committee will pay seventy-five (75%) of the premium and the Employer will pay twenty-five (25%) of the premium for the indemnity plan and for all HMOs. Dental insurance shall also be paid seventy-five percent (75%) by the Commonwealth and twenty-five percent (25%) by the employees.

The group health insurance plan shall be that set forth in the Memorandum of Agreement pursuant to 801 CMR 52.04(4) by and between the Town of Canton and the Canton Public Employee Committee, as may be amended from time to time.

~~The following health insurance changes will go into effect on January 1, 2006:~~

~~Effective on January 1, 2006, the BS/BS PPO (Blue Care Elect) will be made available to all bargaining unit employees and to all other employees in the Town. The current Harvard and BC/BS Master Medical plans will also continue to be available to those employees who prefer to be enrolled in those plans in lieu of a salary increase.~~

~~The Town will phase out the Harvard HMO and the BS/BS Master Medical plan once all the other bargaining units in the Town have agreed to the new plan.~~

~~Effective January 1, 2006, the following co-payments will apply to the HMO:~~

Prescription drugs:	\$10	\$20	\$35
Office visit:	\$15		
Emergency room:	\$50		

ARTICLE XIV - SICK LEAVE Revise to read as follows:

Any employee who uses three (3) or fewer sick days within a school year period (September 1 through June 30) shall be paid a \$300 bonus in their *paycheck for the last pay period in June first September*. This provision shall not apply to employees hired after September 1 in any contract year.

ARTICLE XV - SICK LEAVE BUY-BACK Revise to read as follows:

If an employee who has completed ten (10) years of continuous service retires from the Canton Public Schools and begins to receive retirement benefits either under the Norfolk County Retirement Plan or other recognized retirement plan, he/she shall receive payment for ~~twenty~~ *thirty* percent (~~20~~*30*%) of all accumulated sick leave paid at the employee's rate at the time of retirement, not to exceed \$4000 *4500*.

ARTICLE XXIX - DURATION Revise to read as follows:

This Agreement shall be in effect from July 1, 2008~~15~~ through June 30, 2011~~18~~.

In addition to the above amendments to the collective bargaining agreement, the parties further agree as follows

In the event the School Committee approves a wage increase for any other bargaining unit that exceeds 6% over a three year period beginning July 1, 2015, then the parties agree to reopen for the purpose of further bargaining over wages only.

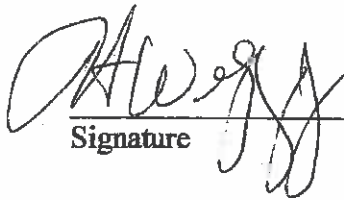
By October 1, 2015, a working group comprised of the Canton Public Schools Business Administrator and Food Services Director, and two representatives from the Canton Schools Cafeteria Union, will convene to discuss the prospects of possible increases in hours available to employees affected by the reduction in work time set forth in the agreement memorialized in the Food Services Director's letter of April 12, 2013 ("April 2013 Agreement"). The terms of the April 2013 Agreement will remain in effect at this time, except as provided herein: Employees who are required by federal or state law to participate in professional development, will be provided with professional development on at least two early release days on which lunch is not served to students. Employees will be compensated at their regular rate of pay for this time, and the notice of the dates

of these professional development days will be provided in accordance with the amendment to Article IV.

In addition, time worked by employees in conjunction with the Canton Public Schools breakfast program, which was originally considered a pilot program, will be considered part of the employees' regular weekly hours for purposes of calculating holiday pay under Article VI and vacation pay under Article VII.


This Memorandum of Agreement, having been ratified by the parties, is hereby signed and sealed by their duly authorized representatives. The parties recognize and agree that all proposals/counterproposals regarding changes to the Collective Bargaining Agreement not embodied in this Memorandum have been dropped.

CANTON SCHOOL COMMITTEE




Signature 9/3/15
Date

CANTON SCHOOLS (CAFFETERIA)
UNION, AFSCME,
COUNCIL 93, LOCAL 362,
CANTON CHAPTER



Signature 9/2/15
Date



Signature 9/2-15
Date

**Memorandum of Agreement
Canton School Committee/Canton Schools (Cafeteria)
Union, AFSCME, Council 93, Local 362, Canton Chapter**

The parties hereby enter this agreement to extend the Collective Bargaining Agreement (ending June 30, 2012) through June 30, 2015, with the following amendments:

Articles I, II, and III - Hourly Wage Rates. Revise to reflect the following increases: *FY13 - 2%, FY14 - 2%, FY15 - 2%.*

Article XI - Insurance. Update and revise to reflect current plans and co-pays for health insurance.

Article XVII - Evaluation Procedure and Instrument. Revise second paragraph to read as follows:

Employees will be evaluated annually by *the Food Service Director, with input from the Principal and Cafeteria Manager.*

Article XXIX - Duration. Amend to provide for a 3 year agreement, *effective July 1, 2012 through June 30, 2015.*

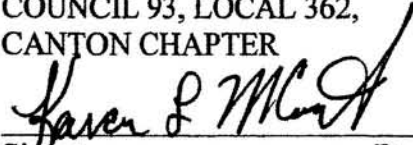
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CANTON SCHOOL COMMITTEE

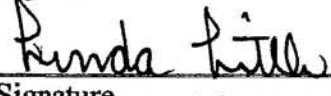


Signature 9/20/12
Date


CANTON SCHOOLS (CAFETERIA)
UNION, AFSCME,
COUNCIL 93, LOCAL 362,
CANTON CHAPTER



Signature 9-7-12
Date



Signature 9-7-12
Date



Signature 9-7-12
Date

**Memorandum of Agreement
Canton School Committee/Canton Schools (Cafeteria)
Union, AFSCME, Council 93, Local 362, Canton Chapter**

The parties hereby enter this agreement to extend the Collective Bargaining Agreement (ending June 30, 2011) through June 30, 2012, with the following amendments:

Insert a Recognition Clause, to read as follows:

RECOGNITION

The Committee hereby recognizes the Canton Schools (Cafeteria) Union, AFSCME, Council 93, Local 362, Canton Chapter as the exclusive collective bargaining representative covering wages, hours and other terms and conditions of employment for the following bargaining unit employees: All food service workers in the positions of Elementary School Manager, Canton High and Galvin Middle School Manager, Assistant Managers and General Workers.

ARTICLES I, II, III - WAGES

Wages in effect during the period ending June 30, 2011 will remain in effect through June 30 2012 (i.e., no salary increase (0%) for FY 2012). It is understood that if any other bargaining unit in the schools or town negotiate a wage increase for FY 2012, then the parties agree to reopen for wages only for FY 2012.

ARTICLE XXI - SHOE/CLOTHING ALLOWANCE

Revise to read as follows:

The Committee shall reimburse all regular employees of the Food Services Department for purchase(s) of work shoes or other appropriate work clothing. A receipt for the purchase(s) of said work shoes or work clothing must be presented to the Office of the School Business Administrator no later than June 30 of the Fiscal Year in which it was purchased, and reimbursement shall not exceed \$250 per work year. Hats, support hosiery, and sweatshirts are acceptable items for reimbursement. Reimbursement for work shoes or work clothing purchased by new hires shall be prorated based on the number of actual work days to June 30. Shoes and clothing may be purchased using School Department purchase orders, as appropriate.

The Committee will provide each employee with 3 shirts and 2 aprons per year.

ARTICLE XXIV - POSTING OF VACANCIES:

Revise to read as follows:

In the event a position becomes open and the Employer intends to fill it, the position shall be posted within ten (10) work days. The posting will include the appropriate job description. Any posted position shall be filled within thirty (30) work days of the application deadline. Should the Director of Food Services be unable to fill the vacancy within this timeframe, the Association will be notified and the position will be re-posted. First consideration will be given to internal applicants, and all such internal candidates shall be granted an interview. Second consideration will be given to AFSCME employees from the Town bargaining unit who apply.

ARTICLE XXVII - GRIEVANCE PROCEDURE

Revise Section 3 to read as follows:

Section 3. Grievance Procedure

Informal. An aggrieved employee is encouraged to discuss the matter informally with the Manager, the Director of Food Services and/or the Principal in an effort to resolve the matter. **Whether or not such informal discussions occur, the employee must adhere to the timelines set forth below in filing a grievance.**

Step 1. If the matter cannot be settled informally, the aggrieved employee shall file a grievance in writing to the Director of Food Services setting forth the details within **fifteen (15) days** of when the employee knew or reasonably should have known of the event leading to the grievance. The Director of Food Services shall respond within **ten (10) days** of receiving the written grievance.

Step 2. If, in the estimation of the employee, the grievance is not satisfactorily resolved in Step 1, the grievance may, within **ten (10) days** after receiving the Step 1 decision, present the grievance in writing to the School Business Administrator. A copy of the grievance will be forwarded to the Superintendent at this time. The Business Administrator, within **fifteen (15) days** after receipt of the written grievance, shall render his written decision thereon. The Business Administrator may discuss the matter with the employee and the immediate supervisor before rendering his written decision.

Step 3. If the grievance is not resolved to the satisfaction of the employee at Step 2, the grievant may, within **ten (10) days** after receipt of the Step 2 decision, refer the grievance to the Superintendent of Schools. The Superintendent shall render her/his written decision on the grievance within **twenty (20) days** following receipt of the written grievance.


Step 4. If the grievance is not settled at Step 3, then within ten (10) days from the time the Association is notified of the decision at Step 3, the Association may submit the grievance to arbitration pursuant to the rules of the American Arbitration Association. The decision of the Arbitrator shall be final and binding upon the parties, except that the Arbitrator shall have no power to make a decision which:

- a. alters, amends, modifies, adds to or detracts from the language of this Agreement; or
- b. recommends a right of relief for any period of time prior to the effective date of this Agreement.

Costs of the arbitration shall be borne equally by both sides.

This Memorandum of Agreement, having been ratified by the parties, is hereby signed and sealed by their duly authorized representatives. The parties recognize and agree that all proposals/counterproposals regarding changes to the Collective Bargaining Agreement not embodied in this Memorandum have been dropped.


CANTON SCHOOL COMMITTEE


CANTON SCHOOLS (CAFETERIA)
UNION, AFSCME,
COUNCIL 93, LOCAL 362,
CANTON CHAPTER

Sept. 8, 2011
Date

9/2/11
Date

**Memorandum of Agreement
Canton School Committee/Canton Schools (Cafeteria)
Union, AFSCME, Council 93, Local 362, Canton Chapter**

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CANTON SCHOOL COMMITTEE


CANTON SCHOOLS (CAFETERIA)
UNION, AFSCME,
COUNCIL 93, LOCAL 362,
CANTON CHAPTER

Sept. 8, 2011
Date

9/2/11
Date

A G R E E M E N T

between the

CANTON SCHOOL COMMITTEE

and

**CAFETERIA PERSONNEL
AFSCME, COUNCIL 93, LOCAL 362
CANTON CHAPTER**

July 1, 2008 through June 30, 2011

10/15/08

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ARTICLE I - MANAGER

CATEGORY A: Elementary School Manager (includes handling cash)

<u>STEP</u>	<u>HOURLY RATE</u>		
	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
1	\$13.39	\$13.72	\$14.13
2	\$13.92	\$14.26	\$14.68
3	\$14.42	\$14.78	\$15.22
4	\$14.94	\$15.31	\$15.76
5	\$15.37	\$15.75	\$16.22
6	\$16.28	\$16.68	\$17.18

CATEGORY B: Canton High and Galvin Middle School Manager (includes handling cash)

<u>STEP</u>	<u>HOURLY RATE</u>		
	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
1	\$14.30	\$14.65	\$15.08
2	\$14.85	\$15.22	\$15.67
3	\$15.44	\$15.82	\$16.29
4	\$15.97	\$16.36	\$16.85
5	\$16.43	\$16.84	\$17.34
6	\$17.41	\$17.84	\$18.37

All schools with three (3) or more employees shall have a manager and an assistant manager.

ARTICLE II - ASSISTANT MANAGER

Hansen, Kennedy, Luce, Middle and High School (includes handling cash)

<u>STEP</u>	<u>HOURLY RATE</u>		
	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
1	\$12.01	\$12.31	\$12.67
2	\$12.44	\$12.75	\$13.13
3	\$12.92	\$13.24	\$13.63
4	\$13.38	\$13.71	\$14.12
5	\$13.73	\$14.07	\$14.49
6	\$14.55	\$14.91	\$15.35

ARTICLE III - GENERAL WORKERS – ALL SCHOOLS

Includes:

- a) Full-time Workers (six (6) hours or more per day)
- b) Part-time Workers (under six (6) hours per day)

<u>STEP</u>	<u>HOURLY RATE</u>		
	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
1	\$11.00	\$11.27	\$11.60
2	\$11.41	\$11.69	\$12.04
3	\$11.82	\$12.11	\$12.47
4	\$12.22	\$12.52	\$12.89
5	\$12.59	\$12.90	\$13.28
6	\$13.35	\$13.68	\$14.09

ARTICLE IV - WORK YEAR

The work year for all current and future managers and assistant managers shall be 180 days. The work year for all general workers hired prior to September 1, 2008 shall also be 180 days. The work year for employees who work 180 days shall consist of the day before school begins in the fall and all regularly scheduled school days except the day before Thanksgiving. The work year for all general workers hired after September 1, 2008 shall be the number of days that lunch is served plus one (1) additional day. For elementary general workers hired after 9/1/08, the work year shall be 170 days; for middle school general workers hired after 9/1/08, the work year shall be 174 days; and for high school general workers hired after 9/1/08, the work year shall be 171 days. The one (1) non-lunch serving work day will normally be the day before school opens in the fall. However, the Food Service Director may determine, with input from the manager at the appropriate school, that the one (1) non-lunch day will be worked on a day other than the day before school opens. The Director may also require employees hired after 9/1/08 to work additional days at their regular hourly rate at her discretion.

Optional Days: Employees who have a 180-day work year have the option of taking off without pay any day that lunch is not served, except professional development days. Taking an optional day off without pay will not impact sick or personal leave totals or have any effect on eligibility for a sick leave bonus. If a day is designated a professional development day by the Food Service Director, it is a regular work day, not an optional day off.

ARTICLE V - PAYMENT

All regular cafeteria personnel will be paid during the work year in either twenty-one (21) or twenty-six (26) bi-weekly payments beginning with the first normal payroll in September. The anniversary date for all employees will be September 1. Employees hired between July and December 2007 will go to the next step on September 1, 2008. Employees hired between January and June 2008 will go to the next step on September 1, 2009. All employees will continue to receive step increases according to this timetable.

ARTICLE VI - HOLIDAYS

Managers, Assistant Managers and General Workers will be granted the following holidays with pay, provided the employee has worked the last scheduled work day prior to the holiday and the first scheduled work day after the holiday, unless an approved leave of absence shall have been granted for either of such days: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Washington's Birthday, Martin Luther King Day, Good Friday, Patriots' Day and Memorial Day. Employees will be paid for Labor Day if they are asked to work a day in August or September before Labor Day.

ARTICLE VII - VACATION DAYS

Managers, who are entitled to twenty (20) paid vacation days annually, shall receive payment for these days as follows: Thanksgiving Vacation – two (2) days, Christmas Vacation – four (4) days, February Vacation – four (4) days, April Vacation – four (4) days, and Summer Vacation – six (6) days, to be paid in the last paycheck of the work year. It is understood that for the ten (10) additional vacation days received, Managers shall be directly responsible for their kitchens throughout the calendar year.

Assistant managers and general workers, who are entitled to ten (10) paid vacation days annually, shall receive payment for these days as follows: Thanksgiving vacation – two (2) days, Christmas vacation – four (4) days, and summer vacation – four (4) days to be paid in the last paycheck of the work year.

If an employee entitled to paid vacation days retires or resigns before the end of the work year, the number of vacation days for which the employee will be paid shall be prorated according to the number of work days for which the employee was paid.

ARTICLE VIII - SUBSTITUTING FOR THE MANAGER

If an Assistant Manager substitutes for the Manager, the Assistant Manager will be paid at the same step of the Manager's salary schedule that the Assistant Manager is currently on.

If both the Manager and Assistant Manager are absent, the General Worker replacing the Manager will be paid at the same step of the Manager's salary schedule that the General Worker is currently on.

If a Manager is absent, or if both the Manager and Assistant Manager are absent, a General Worker will be asked to substitute for the Assistant Manager. The General Worker substituting for the Assistant Manager will be paid at the same step of the Assistant Manager's salary schedule that the General Worker is currently on.

The Manager or the Assistant Manager must be out for a minimum of two (2) hours for the higher rate to be paid.

ARTICLE IX - STEP INCREASES

Step increases will be effective at the start of the week of the anniversary date of permanent employment as an employee of the Food Service Department. All employees shall move to the next step as a result of a satisfactory annual evaluation. Before receiving an unsatisfactory evaluation, an employee will be given a program of improvement over a period of time under the direction of the Director of Food Services.

ARTICLE X - RETIREMENT

All regular employees who work four (4) hours per day or more shall be members of the Norfolk County Retirement Plan.

ARTICLE XI - INSURANCE

The Committee will provide a plan of group life, accidental death and dismemberment and general or blanket hospital, surgical and medical insurance as authorized under the provisions of G.L. Chapter 32B. The Committee will pay seventy-five (75%) of the premium and the Employer will pay twenty-five (25%) of the premium for the indemnity plan and for all HMOs. Dental insurance shall also be paid seventy-five percent (75%) by the Commonwealth and twenty-five percent (25%) by the employees.

The following health insurance changes will go into effect on January 1, 2006:

Effective on January 1, 2006, the BS/BS PPO (Blue Care Elect) will be made available to all bargaining unit employees and to all other employees in the Town. The current Harvard and BC/BS Master Medical plans will also continue to be available to those employees who prefer to be enrolled in those plans in lieu of a salary increase.

The Town will phase out the Harvard HMO and the BS/BS Master Medical plan once all the other bargaining units in the Town have agreed to the new plan.

Effective January 1, 2006, the following co-payments will apply to the HMO:

Prescription drugs:	\$10 - \$20 - \$35
Office visit:	\$15
Emergency room:	\$50

ARTICLE XII - PERSONAL BUSINESS DAYS

A maximum of three (3) days may be used by regular employees for personal matters that require absence from work. These days shall not be deducted from sick or vacation leave. Application for these days must be made in writing to the Director of Food Services at least twenty-four (24) hours in advance of taking said leave except in the case of an emergency. Although the benefits of this section may be utilized to extend a holiday or vacation period, the Director of Food Services or the School Business Administrator shall have the authority to limit the number of requests for a particular date. The nature of the personal matter need not be stipulated. These days are non-cumulative. Personal days may be taken in half-hour increments.

At the close of each work year, if an employee has not used his/her personal day(s) during the work year, the day(s) shall be added to the employee's sick leave accumulation. The maximum number of personal days that may be added to accumulated sick leave at any one time is three (3).

ARTICLE XIII - LONGEVITY

An employee who has completed five (5) years of continuous service will be paid an annual longevity increment as follows:

After 5 years of continuous service	\$780
After 10 years of continuous service	\$880
After 15 years of continuous service	\$1000
After 20 years of continuous service	\$1100
After 25 years of continuous service	\$1200

Longevity compensation shall be paid twice a year, one half on or about December 15 and one half on or about June 15. Longevity will be paid in a separate check. If an employee entitled to longevity pay retires or resigns during the work year, longevity pay shall be prorated according to the number of work days for which the employee was paid.

ARTICLE XIV - SICK LEAVE

Each employee shall be credited with sick leave pay at the rate of 1.2 days for each full month of employment in the Food Service Department, not to exceed twelve (12) days per work year. Sick leave shall have unlimited accumulation for all regular personnel.

In cases of suspected abuse, the Employer, at its discretion, may request of an employee a written statement from a physician affirming the personal ill health of the employee.

Up to five (5) days may be used from accrued sick leave in the case of illness in the immediate family, with approval of the Food Service Director. Immediate family shall be defined as mother, father, mother-in-law, father-in-law, grandparent, grandchild, spouse, child, or relative living with the employee's family. A certificate from a physician may be required.

Any employee who uses three (3) or fewer sick days within a school year period (September 1 through June 30) shall be paid a \$300 bonus in their first paycheck in September. This provision shall not apply to employees hired after September 1 in any contract year.

ARTICLE XV - SICK LEAVE BUY-BACK

If an employee who has completed ten (10) years of continuous service retires from the Canton Public Schools and begins to receive retirement benefits either under the Norfolk County Retirement Plan or other recognized retirement plan, he/she shall receive payment for twenty percent (20%) of all accumulated sick leave paid at the employee's rate at the time of retirement, not to exceed \$4000.

ARTICLE XVI - BEREAVEMENT LEAVE

In case of death during the work year of any member of an employee's family (grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, or father-in-law), no reduction of salary or reduction in accumulated sick leave shall be made for an absence not exceeding three (3) school days. In case of death during the work year of an employee's spouse, parent, child or relative living with the family, no reduction of salary or reduction in accumulated sick leave shall be made for an absence not exceeding five (5) school days. In case of death during the work year of an employee's nephew, niece, or other relative not mentioned elsewhere in this Article, one (1) day's leave without loss of pay or accumulated sick leave shall be granted on the day of the funeral.

ARTICLE XVII - EVALUATION PROCEDURE AND INSTRUMENT

The Cafeteria Personnel Procedure and Instrument negotiated between representatives of the Cafeteria Personnel's bargaining unit and the Food Service Director, as part of the 1986-1989 Collective Bargaining Agreement, shall be in effect during the term of this Agreement. The Employer or its designee, with input from representatives of the Cafeteria Personnel, may modify or otherwise revise the Instrument and/or Procedure. Such revision or modification shall be completed by the end of the first year of this Agreement.

Employees will be evaluated annually by their supervisor and by the Principal, if the employee is assigned to one school, or by the Superintendent or her/his designee if the employee is assigned to more than one school.

ARTICLE XVIII - WORK BEYOND REGULAR HOURS

In the event the Food Service Director requires employees to work beyond their normal shift, including times when the cafeteria kitchen is being used, it shall be at the employee's regular rate of pay, except on holidays, weekends and weekdays after 4:00 p.m. when compensation shall be at time and a half. Work performed on Sundays will be paid at two times the employee's straight time hourly rate.

ARTICLE XIX - USE OF PERSONAL VEHICLE

Employees will not be required to use their personal vehicle for Food Service Department business, but they may volunteer to do so. However, neither the Town, the Food Services Department, or the School Department will be responsible for damage to the employee's vehicle nor damage brought about by the employee's vehicle. If an employee volunteers to use his/her vehicle, compensation for use of the vehicle will be at the Town-approved IRS rate or compensatory time may be granted.

ARTICLE XX - SENIORITY

Seniority is defined as the length of continuous service in the Canton Public Schools Food Services Department from the first day of official School Committee employment. An employee may have up to three (3) seniority dates if first employed as a General Worker, then as an Assistant Manager, and finally as a Manager. The effect of this is that if a Manager, for example, has to be laid off, the least senior Manager will be laid off first, but will continue as an employee of the Food Services Department if he/she is senior to an Assistant Manager or Worker.

Subject to the provisions of this Agreement, the School Committee retains the right to determine the number of positions that are needed in the Food Services Department, and also the right to determine which employees will be laid off. Upon determination by the Committee that there will be layoffs of Cafeteria Personnel, the least senior employee within his/her respective category (Category A – Elementary School Manager; Category B – High School and Middle School Manager; Assistant Managers – Hansen, Kennedy, Middle and High School; and General Worker – all schools) shall be laid off first.

In instances where individuals have identical seniority, preference for retention shall be given to the individual who, in the judgment of the Committee, is the most qualified. The Committee may base this judgment upon such factors as professional training, related experience, performance, and the needs of the Food Services Department.

ARTICLE XXI - SHOE/CLOTHING ALLOWANCE

The Committee shall reimburse all regular employees of the Food Services Department for purchase(s) of work shoes or other appropriate work clothing, said purchase(s) made between July 1 and November 30 of each work year. A receipt for the purchase(s) of said work shoes or work clothing must be presented to the Office of the School Business Administrator and reimbursement shall not exceed \$250 per work year. Hats are acceptable items for reimbursement. Reimbursement for work shoes or work clothing purchased by new hires shall be prorated based on the number of actual work days to June 30. Shoes and clothing may be purchased using School Department purchase orders, as appropriate.

Clothing should be purchased by November 30. The Committee will provide each employee with 3 shirts and 2 aprons per year.

ARTICLE XXII - CONDITIONS

This Agreement shall be binding and remain in force only under the following conditions:

- a) Sufficient funding,
- b) A majority vote of the School Committee,
- c) The existence of positions of employment, and
- d) Available funds in the Food Service Revolving Account.

In the event funding is not available to continue the Food Service Program, employees will be compensated for all work performed prior to the termination of the Program.

ARTICLE XXIII - NEW EMPLOYEES:

New employees will remain probationary employees until they have completed ninety (90) calendar days of service. During their probationary period, employees may be terminated without notice. In addition, probationary employees are not entitled to the provisions of this Agreement, except paid holidays and sick leave earned. Upon successful completion of the probationary period of 90 calendar days, the provisions of this Agreement that did not apply during the probationary period will be implemented retroactively to the employee's first day of employment.

ARTICLE XXIV - POSTING OF VACANCIES:

Any position that becomes open shall be posted within fourteen (14) days. The posting will include the appropriate job description. Any position that becomes open shall be filled within 45 work days of the application deadline. Should the Director of Food Services be unable to fill the vacancy within this timeframe, the Association will be notified and the position will be re-posted. First consideration will be given to internal applicants. Second consideration will be given to AFSCME employees from the Town bargaining unit who apply.

ARTICLE XXV - MANAGERS

All schools with three (3) or more employees shall have a Manager and an Assistant Manager.

ARTICLE XXVI - AGENCY FEE

Section 1. All employees, except those certified as members to the Superintendent by the Association, shall pay, on or after the thirtieth day following the beginning of their employment or the effective date of this Article, whichever is later, an agency service fee to the Association commensurate with the cost of collective bargaining and contract administration as determined by the Association. The amount of such agency fee shall be certified annually to the Superintendent by the Association.

Section 2. The payment of the agency fee shall be a condition of employment. The parties expressly agree that the Committee shall have no responsibility to enforce or require the payment of an agency

fee. The Association shall, however, have standing to pursue any and all remedies it may have at law to collect such fee.

Section 3. The Association shall indemnify and hold the Committee harmless from any claims, damages or liability whatsoever arising out of or with respect to the collection or attempted collection by the Association under the terms and provisions of this Article of an agency fee from an employee.

ARTICLE XXVII - GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this Article is to secure, at the lowest possible administrative level, solutions to grievances. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

Section 2. Definitions

- A. A grievance is defined as a complaint by the Association and/or an employee alleging a violation of any provision of this Contract or any written amendment to this Contract.
- B. Days shall mean calendar days.
- C. A matter which is not covered by any provisions of the Agreement or which is reserved to the discretion of the Committee may not be the subject of a grievance.

Section 3. Grievance Procedure

Informal. Before filing a grievance, the aggrieved employee shall discuss the matter informally with the Manager, the Director of Food Services and/or the Principal. Every effort shall be made to resolve the grievance at this level.

Step 1. If the matter cannot be settled informally, the aggrieved employee shall file a grievance in writing to the Director of Food Services setting forth the details within twelve (12) days of when the employee knew or reasonably should have known of the event leading to the grievance. The Director of Food Services shall respond within five (5) days of receiving the written grievance.

Step 2. If, in the estimation of the employee, the grievance is not satisfactorily resolved in Step 1, the grievance may, within seven (7) days after receiving the Step 1 decision, present the grievance in writing to the School Business Administrator. A copy of the grievance will be forwarded to the Superintendent at this time. The Business Administrator, within fifteen (15) days after receipt of the written grievance, shall render his written decision thereon. The Business Administrator may discuss the matter with the employee and the immediate supervisor before rendering his written decision.

Step 3. If the grievance is not resolved to the satisfaction of the employee at Step 2, the grievant may, within seven (7) days after receipt of the Step 2 decision, refer the grievance to the Superintendent of Schools. The Superintendent shall render her/his written decision on the grievance within twenty (20) days following receipt of the written grievance.

Step 4. If the grievance is not settled at Step 3, then within seven (7) days from the time the Association is notified of the decision at Step 3, the Association may submit the grievance to arbitration pursuant to the rules of the American Arbitration Association. The decision of the Arbitrator shall be final and binding upon the parties, except that the Arbitrator shall have no power to make a decision which:

- a. alters, amends, modifies, adds to or detracts from the language of this Agreement; or
- b. recommends a right of relief for any period of time prior to the effective date of this Agreement.

Costs of the arbitration shall be borne equally by both sides.

Section 4. General Provisions

- A. Each written statement of a grievance at Levels One, Two and Three shall be signed by the grievant and shall include (1) a concise statement of the facts or events upon which the grievance is based, including the date(s) of their occurrence, and (2) an explanation of how the grievance is related to this Agreement.
- B. If a grievance affects a group or class of employees, the Association may submit the grievance provided the grievance has been authorized in writing by all affected members of the class, and the processing of the grievance will be commenced at either Level One or Level Two, at the Association's option. The written statement of such a grievance at Levels Two and Three shall be submitted by the Association and shall contain an explanation as to how the grievance affects the designated group or class of employees.

ARTICLE XXVIII - MISCELLANEOUS


- A. The Committee will provide a knife sharpener and a safety glove for each school.
- B. All employees will be eligible to be trained for and to take the test for Serve-Safe certification. Requests are subject to the approval of the Food Service Director.

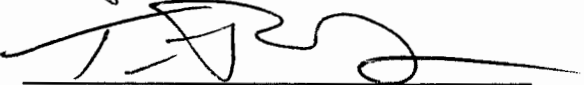
ARTICLE XXIX - DURATION


This Agreement shall be in effect from July 1, 2008 through June 30, 2011.

The parties hereunto sign and seal this Agreement and a duplicate thereof on this ____ day of _____, 2008.

FOR THE COMMITTEE

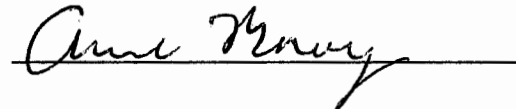






Date: 10/16/08

FOR THE ASSOCIATION



Date: 10/20/08