

Agreement

between

THE SCITUATE SCHOOL COMMITTEE

and



SCITUATE CAFETERIA PERSONNEL

September 1, 2021 to August 31, 2022

and

September 1, 2022 to August 31, 2025

www.seiu888.org

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This agreement made and entered into this 1st day of September, 2021, by and between the School Committee of Scituate (hereinafter referred to as the "Committee") and Service Employees International Union, Local 888, Scituate Cafeteria Personnel (hereinafter referred to as the "Union"¹¹).

ARTICLE 1

RIGHTS OF THE SCHOOL COMMITTEE

It is recognized that, In addition to other functions and responsibilities, the Committee has and will retain the sole right and responsibility to direct the operations of the employees and the schedule of shifts and hours of work; and to select, hire, and demote members, including the right to make and apply rules and regulations of discipline, efficiency and safety.

The Committee shall also have the right and responsibility to discharge or otherwise discipline any employees for just cause, to promote and to transfer, and to layoff because of lack of work or other cause unless otherwise hereinafter provided.

ARTICLE 2

RECOGNITION

The Committee recognizes the Service Employees International Union, Local 888 as the exclusive collective bargaining agent for all regular full-time and part-time cafeteria employees, including but not limited to all Kitchen Managers, Assistant Kitchen Managers and Cafeteria Workers, including a 1 (one) hour breakfast cafeteria worker as defined in MCR-4201. Full-time employees are considered to be working twenty (20) or more hours per week. Anything less than twenty (20) hours per week is considered part-time.

ARTICLE 3

EMPLOYEE RIGHTS AND OBLIGATIONS

Employees covered by this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity; to hold office and to participate in the management of the Union; to act in the capacity of Union Representative; and to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection except that no official of the Town of Scituate shall participate in the management of the Union or act as its representative if such activity would be incompatible with his official duties.

There shall be no solicitation of employees for Union membership or dues conducted upon the premises of the Committee during working hours by the Union.

Neither the Committee nor the Union will discriminate against any employee covered by this Agreement or applicant for employment because of race, color, creed or national origin.

ARTICLE 4 WAGES

Salary shall be paid *over* twenty-one pay periods effective with the first payroll period following the first day of school. Salary shall be direct deposited into an account specified by the employee. The town reserves the right to require all employees receive paperless pay.

Effective September 1, 2021, the salaries for cafeteria personnel shall increase by 2% across the board.

Increase the current salary schedule as follows for the Kitchen Managers:

**Effective September 1, 2022 increase \$1.50 per hour
Effective September 1, 2023 increase \$1.00 per hour
Effective September 1, 2024 increase \$1.00 per hour**

Increase the current salary schedule as following for the Assistant Kitchen Managers:

**Effective September 1, 2022 increase \$1.00 per hour
Effective September 1, 2023 increase \$1.00 per hour
Effective September 1, 2024 increase \$1.00 per hour**

Increase General Café' Workers

**Effective September 1, 2022 - 2.5%
Effective September 1, 2023 3%
Effective September 1, 2024 2%**

Effective September 1, 2022, remove Step 1 and Step 2 from General Café Workers salary schedule.

Effective September 1, 2022, all current general cafeteria workers at Step 1 and Step 2 of the current salary schedule would retroactively be moved to Step 3.

ARTICLE 5
PERFORMANCE EVALUATION

Effective September 1, 2018, the Committee, in consultation with the union, will develop a performance evaluation instrument with the intention of implementing said process for the 2019 – 2020 school year and beyond to conduct performance reviews of all employees.

Effective September 1, 2019, the Director of Food Service, with input from the Kitchen Manager, will perform evaluations of Cafeteria Workers, Kitchen Managers & Assistant Managers. All observations of the work performance of food service personnel shall be conducted openly with full knowledge of the employee. At the end of the evaluation, the Food Service Director will sit with the employee to discuss results of the evaluation. The employee shall be given a copy of the evaluation.

No derogatory material shall be placed in the employees personnel file until the employee has had the opportunity to review such material and affix their signature to the copy to be filed.

No employee shall be disciplined, reprimanded or reduced in rank without just cause. The performance evaluation tool would not be used as part of the progressive disciplinary process.

The evaluation instrument and procedure shall be distributed to each employee prior to the evaluation. A consistent uniform procedure will be followed for all members of the bargaining unit.

Evaluations represent the judgement of the evaluator and shall not be subject to the grievance and arbitration procedures. If the employee disagrees with the results of the evaluation, a meeting shall occur between the employee, his or her representative, and the Food Service Director to discuss the evidence and judgements made. The employee reserves the right to attach a written addendum to the evaluation.

ARTICLE 6
LONGEVITY

Effective July 1, 2023, amend Article 6, Longevity, as follows:

After 5 years--\$500	\$ 600
After 10 years--\$700	\$ 800
After 15 years--\$750	\$ 950
After 20 years--\$800	\$1,000
After 25 years	\$1,100

Part-time permanent cafeteria employees who have completed the required years of service shall receive a pro-rated amount of longevity in accordance with the ratio of the employee's part-time hours of work per week to the full-time work week.

Effective July 1, 2023, annual Longevity payments will be paid in the first payroll in July.

ARTICLE 7 SICK LEAVE

Regular full-time and part-time employees will accrue sick leave at the rate of one and one half (1.5) days for each month (September to June) of service. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit and not used in the current year, may be accumulated for use in subsequent years to a maximum of two hundred (200) days. After one year of full-time continuous employment, the employee's sick leave for the year will be credited in advance, subject to a pro-rata refund if the employee resigns before serving the full year.

An employee's annual sick leave allotment, up to fifteen (15) days, but not more than five (5) days in succession, may be used for family illness (an immediate relative, or another relative within the household), if the employee's presence is necessary to care for the relative. Additional time for an extended illness beyond five (5) successive days may be granted by the Superintendent at his/her sole discretion.

When an employee's service is terminated by retirement, or death, she/he or, in the event of death, the estate shall be entitled to receive compensation for unused sick leave credit accumulated in excess of sixty (60) days. The rate of compensation shall be **\$10.00** per hour. New employees hired after July 1, 2017 shall be compensated at \$7.50 per hour.

This rate will be pro-rated according to an employee's actual appointed hours. This provision requires that an employee shall notify the Superintendent in writing thirty (30) days prior to the retirement/resignation date. The notification letter shall indicate a specific date of retirement. Compensation for the sick leave credit shall be made on the next regular payroll following the retirement/resignation date.

Employees shall be paid the sum of one hundred dollars (\$100) as an Incentive bonus for each half year in which there have been no absences from work, excluding absence due to bereavement, personal days or jury duty, up to \$200 in any one school year. The attendance Incentive bonus shall be paid in the second pay period of February and the last pay period of the year.

All sick absence requests must be entered into the District Attendance System by the employee. The employee must also contact their supervisor by 6:00 am when calling out sick so they can arrange coverage for the absence.

ARTICLE 8 PARENTAL LEAVE

Parenting Leave:

Parenting leave for the purpose of giving birth or for adopting a child to care for a newborn child or a child placed in the member's home through adoption, foster care, or court placement, as described in and as defined by M.G.L. Chapter 149, Section 10SD, may be granted to a cafeteria worker for a period of eight (8) weeks. If she/he has been employed for three (3) consecutive months and gives two (2) weeks' notice prior to her/his departure date. Those members who are also eligible for leave under the Family Medical Leave Act may be granted up to a total of twelve (12) weeks leave.

Those who have accrued sick leave benefits may use these benefits under the same terms and conditions which apply to other temporary disabilities for the period of his/her disability as certified by the member's health care provider. The use of accrued sick leave benefits for adoption shall be limited to no more than eight (8) weeks.

Those members not eligible to use accrued sick time may use up to ten (10) days of accrued sick leave, immediately following the birth or placement of the child in the member's home. The remaining period of leave granted under this section will be unpaid.

Child-Rearing Leave:

An employee on maternity or paternity parenting leave may request to extend such leave which extended leave shall then be referred to as Child-Rearing leave. An employee on Child-Rearing leave shall be permitted to return the 1st or 2nd September work year following the birth, or adoption, or placement of the child. Such employee shall notify the Superintendent in writing by February 1st of her/his intent to return the following September. Under normal circumstances, in the event of a birth, or adoption, or placement of a child after February 1st, the cafeteria worker shall notify the Superintendent in writing within eight weeks after the birth, adoption or placement of the child of her/his intent to return the following September. The Child-Rearing leave under this section is without pay.

ARTICLE 9 SENIORITY

A system wide seniority list shall be established for force reduction. Seniority date shall be determined by the first day of work in a permanent position within the bargaining unit. In the event of a tie in length of service, uninterrupted substitute service immediately prior to the appointment date will be considered.

Layoff and Recall

"Reduction-in-force or reorganization which would result in the elimination of any bargaining unit position, the Committee shall provide the affected employee(s) notice as soon as possible but in no event less than thirty (30) days prior to the effective date of the layoff(s) or displacement.

Layoff or reduction in hours shall be accomplished by reverse seniority within classification, except that a person who is qualified to serve in another classification may bump the least senior person in such classification, provided that the person doing the bumping is qualified and has more seniority than the person being bumped. In the event that an employee's position is eliminated, he or she may bump the least senior person in his or her classification or if there is no less senior person within the employee's own classification, the employee may bump the least senior person in another classification, provided that the person doing the bumping has more seniority than the person being bumped and provided that the employee doing the bumping is qualified to serve in the new classification.

For the purpose of this article "qualified" shall mean having the training, knowledge, skills, satisfactory performance record and capacity to perform the job. What is required to do the job shall be determined by the Superintendent or designee and the job description (if one exists).

In the event that two or more employees have identical qualifications, seniority shall prevail. In the event that two or more employees have identical qualifications and seniority, the tie shall be broken by a drawing of lots.

After layoffs occur, if vacancies or new positions occur or if previous position(s) are refunded, within the bargaining unit, these positions shall be filled by recall of laid off employee(s). Employees who are laid off shall be recalled by reverse order of layoff. An employee's name shall be retained on the recall list for a period of twelve (12) months. In the case of recall, the committee will make diligent efforts to contact the employee including email and priority mail to last known address. If after seven (7) days of reasonable attempts to contact, the Committee receives no response, the offer shall be withdrawn and the next recalled employee in the queue

shall be contacted following the same process, or the position shall be posted if there are no further recalls. If recalled, an employee will be credited with the years of service and accrued leave accumulated as of the date of his or her layoff." If there is no prior substitute service or if substitute service is of an equal duration, ties will be resolved by the drawing of Jots. If a reduction of force occurs, primary consideration shall be given to qualifications and ability. If the qualifications and ability are equal, seniority shall govern.

ARTICLE 10 ASSIGNMENT AND PROMOTION

In the filling of vacancies, the Committee will give due consideration to the length of service, job performance qualifications and merit of all candidates. Whenever the above factors are equal, preference will be given to employees already in the bargaining unit and seniority shall govern.

ARTICLE 11 WORKWEEK AND DAY

The regular scheduled work week for all employees shall be Monday through Friday when school is in session.

Effective upon ratification of this Memorandum of Agreement, Kitchen managers shall work a minimum of seven and one half (7.5) hours per day for the duration of this contract. Kitchen Manager's hours will revert back to a minimum of seven (7) hours per day effective August 31, 2025.

Assistant Managers shall work a minimum of **six (6)** hours per day.

Cafeteria Workers shall work a minimum of four and one-half (4.5) hours per day, or as scheduled. Any work in excess of these limits must be pre-approved by the Director of Food Services.

The Food Services Director or designee will provide forty-eight (48) hours notice for any catering jobs to the extent practicable.

Additional work, performed by cafeteria workers, including catering and other duties, may be performed before or after their regularly scheduled workday. The additional work will first be offered to the general cafeteria workers. This shall not preclude the Food Services Director or designee from assigning this work to cafeteria workers during their regularly scheduled hours.

ARTICLE 12

OVERTIME

Employees assigned to special function work, such as town, state or national elections, emergency shelter work, PTO events, etc., beyond one hour after their regular work day will be paid at the rate of time and one half for all hours worked. Employees shall be paid at the rate of time and one half for all hours worked beyond forty (40) in a regular work week. Employees shall be paid double time for work scheduled on a state or federal holiday.

The school-based Cafeteria Manager or Assistant Manager shall be offered the overtime taking place in her/his school. If the Cafeteria Manager or Assistant Manager declines the opportunity, the Cafeteria Workers within the kitchen will be offered the overtime taking place in her/his school on a rotating seniority basis. If there is no Cafeteria Worker within the kitchen that meets all Board of Health Requirements the opportunity would go out to the district-wide rotating seniority list as if it were a non-school event.

Assistant Managers or Cafeteria Workers who work as a Cafeteria Manager shall be paid at the Cafeteria Manager's rate of pay on the current Salary Schedule.

If after all school-based employees have been offered and have declined the overtime, the overtime will then be offered to members on the district-wide rotating seniority list.

Overtime shall be distributed fairly and equally. No member may work more than one overtime shift per day unless in the case of an emergency.

For all non-school events, including but not limited to elections, rentals from outside groups such as the boys Scouts etc., the following process shall be in effect:

1. A school-based employee shall be offered the position of Cafeteria Manager for the overtime taking place in her/his school on a rotating seniority basis. This means that there will always be a school-based employee in the kitchen where the overtime is taking place.
2. Cafeteria Worker positions for non-school based events shall be offered overtime from a district-wide, rotating seniority list.
3. Assistant Managers or Cafeteria Workers who work as a Cafeteria Manager shall be paid at the Cafeteria Manager's rate of pay on the current Salary Schedule.
4. Cafeteria Managers and Assistant Managers who work as a Cafeteria Worker shall be paid as a Cafeteria Worker at Step 5 on the current Salary Schedule.

- 5 Overtime shall be distributed fairly and equally. No member may work more than one overtime shift per day unless in the case of an emergency.

ARTICLE 13 WORKING OUT OF CLASSIFICATION

Effective September 1, 2018, in the event an Assistant Manager or Manager has an extended absence greater than five (5) days, the Director of Food Services will appoint a temporary manager or assistant manager. The temporary manager or assistant manager will receive Step 1 of the assistant manager or manager's pay schedule, retro-active to the first day of appointment through the conclusion of the assignment.

Workers who substitute for Kitchen Managers' duties shall be paid at Step 1 of the Assistant Kitchen Manager's pay schedule commencing on the first day of substitution. Workers who substitute for Assistant Managers' duties shall be paid at Step 1 of the Assistant Manager's pay schedule commencing on the first day.

ARTICLE 14 JURY DUTY

An employee called for jury duty shall be paid by the Committee an amount equal to the difference between the compensation paid for a normal working period, and the amount paid by the court, excluding allowances for travel. This will be certified by Human Resources upon presentation of monies received for jury duty.

ARTICLE 15 GRIEVANCE PROCEDURE

It is the declared objective of the parties to encourage prompt resolution of grievances. The parties recognize the importance of prompt and equitable disposition of any grievances at the lowest organizational level possible under procedures of maximum informality and flexibility. Any employee shall have the right to present a grievance and have it promptly considered on its merit.

DEFINITION

A grievance shall mean a complaint that there has been as to cafeteria workers, a violation, misinterpretation or inequitable application of any of the provisions of this agreement, including, but not limited to, lay-off, discharge, suspension, promotion or demotion.

ADJUSTMENT OF GRIEVANCES STEP 1:

The Union representative shall present a grievance in writing to the Director of Business and Finance within five (5) days after the act or condition which is the basis of the complaint occurred. The Union representative and The Director of Business and Finance shall confer on the grievance. The cafeteria worker shall be represented by a Union representative and shall be present at the grievance. The Director of Business and Finance shall communicate her/his decision to the aggrieved cafeteria worker and the Union representative within ten (10) school days after receiving the complaint.

STEP 2:

If the grievance is not resolved by Step 1, the aggrieved cafeteria worker or the Union may appeal by forwarding the grievance in writing to the Superintendent within five (5) school days after the Step I decision has been received.

The appeal shall include:

Name and position of grievant; A statement of the grievance and the facts involved;

The corrective action requested; Name of Union representative at Step 1 Signature(s) of grievant(s) or Union representative.

The Superintendent will arrange for a meeting with the aggrieved and the Union representative, if any. The aggrieved employee shall be present at the conference, except that she/he need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of this Agreement or of what is established policy or practice. The Superintendent, or his designated representative, shall issue her/his decision on the grievances as soon as possible, but not later than seven (7) school days after the receipt of the appeal, to the aggrieved cafeteria worker and the Union representative.

STEP 3:

The decision of the foregoing step may be appealed in writing, by the employee or the Union, to the Committee for review within thirty (30) days after the decision of the Superintendent has been received. The Committee shall meet with the aggrieved cafeteria worker and the Union and/or the Union representative. The aggrieved cafeteria worker and the Union representative will receive notice of the meeting and an opportunity to be heard. The Committee shall issue its decision on the grievance as soon as possible, but not later than fifteen (15) days after the presentation. However, if no meeting is scheduled within the above time period, the matter will be heard at the next scheduled meeting and the Committee shall issue a decision within five (5) days after the presentation to the aggrieved cafeteria worker and the Union representative.

ARTICLE 16 ARBITRATION

A grievance which was not resolved at Step 3 under the grievance procedure may be submitted to arbitration. The notice shall be filed within thirty (30) days after denial of the grievance at Step 3 under the grievance procedure. It is understood and agreed that no matters relating to the power and authority exclusively vested within the Committee by statute shall be submitted to arbitration under the provisions of this Agreement. It is further understood and agreed that no grievance, dispute, misunderstanding, or difference between the parties arisen out of events which occurred prior to the execution of this Agreement shall be submitted to arbitration under the provisions of this Agreement.

The decision of the arbitrator shall be supported by substantial evidence on the record as a whole and shall be final and conclusive and binding upon all employees, the Committee, and the Union. The arbitrator shall have no power to add to, subtract from, or modify in any way the terms of this Agreement; nor shall the arbitrator have jurisdiction in any case submitted to arbitration to affect in any way, directly or indirectly, by any decision or in any other manner, the right and responsibility of the Committee to direct its employees; the assignment of work to employees; the shift schedules and hours of work; the rules and regulations to be made or applied for discipline and the maintenance of the school building.

The party referring a grievance to arbitration shall have the obligation of going forward with its case before the other party shall be required to present her/his case or adduce any testimony.

It is agreed that during the term of this Agreement the arbitrator to whom the grievance shall be referred to for a decision shall be selected by the Committee and the Union. If the parties fail to select an arbitrator, the grievance shall be presented to the American Arbitration Association for disposition. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

The arbitrator shall issue his written decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings are waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision of the arbitrator will be accepted as final by the parties to the disputes, and both will abide by it.

ARTICLE 17 MISCELLANEOUS PROVISIONS

Employees shall have access to their personal files. As each new entry is made, the employee will be furnished a copy of the entry.

The Union shall have access to meeting space on school premises, for union meetings, free of charge, provided such meetings will not take place during regular hours or when other events are scheduled for the meeting space in accordance with the Committee's School Building Use Policy. It is understood the Union is classified as an organization with direct school connections.

The Union stewards will receive one (1) day leave each with pay per fiscal year for purposes of attending to Union business, including attending arbitrations, hearings, meetings, trainings, conventions, etc. with prior approval of the School Business Administrator.

ARTICLE 18 DUES DEDUCTION

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts, and in accordance with, shall certify to the Town Treasurer all payroll deductions for the payment of dues to the Union duly authorized by employees covered by this contract.

Union dues will be deducted in equal amounts from 2 paychecks a month the monies and list of people paying dues and agency fees will be remitted to the union monthly.

The district acknowledges and will comply with Massachusetts General Laws, Chapter 150E Section 12.

On September 1 of each year, the District will electronically forward a data file to the Union for all employees whose job title is represented by the Union. The file shall include the employee's legal name, home address, phone number, personal email if available, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email and work phone number if applicable.

The District will send a revised data file whenever a termination or new hire takes place.

At the end of each month, the District Employer via the Town Treasurer will electronically forward a data file to the Union for all employees for whom dues or agency fees have been deducted. Union dues will be deducted two pay periods per month.

Orientation

When the employer hires new employees, who are members of the bargaining unit, one half (1/2) hour shall be allotted to the union to meet with such employees. The employer shall notify the union stewards upon the hiring of a new employee.

ARTICLE 19 WAIVER

The Union and the Committee agree that each has had a right to bargain for any provision that they wished in this contract and each expressly waives the right to reopen the contract for any further demands or proposals that could have been made prior to the effective date of this contract and that the present contract constitutes a complete agreement on all matters and that, if other proposals have been made, they have been withdrawn in consideration of this Agreement.

The Committee agrees that it will apply to all substantially similar situations the decision of the arbitrator and the Union agrees that It will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator. The arbitrator's fee will be shared equally by the parties to the dispute.

ARTICLE 20 SAVINGS CLAUSE

If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable, performed, or endorsed, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.

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

ARTICLE 21 CLOTHING ALLOWANCE

All full-time and part-time permanent cafeteria personnel shall receive an annual clothing allowance of **four** hundred (\$400.00) dollars. For employees in their first year of service with the Scituate Public Schools, the clothing allowance shall be paid after completing thirty (30) days of employment.

The cafeteria personnel uniform shall consist of black pants, white, **black** or royal blue shirt, blue apron and slip resistant enclosed footwear.

Effective July 1, 2023, clothing allowance will be paid annually in the first payroll in September.

ARTICLE 22
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Union and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union, in consideration of the value of this Agreement, and its terms and conditions and the legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

ARTICLE 23
BEREAVEMENT LEAVE

Employees may be allowed up to five (5) days with full pay In the event of death of an immediate relative, or of another member of the immediate household. The length of absence shall be determined by the Administration and may be extended under extraordinary circumstances. Request to attend funerals will be granted at the discretion of the Superintendent. Funeral leave will not be deducted from sick leave.

ARTICLE 24
PERSONAL LEAVE

Regular full-time and part-time employees will be credited with three (3) days paid personal leave for the purpose of transacting or attending to personal, legal, business, household, or family matters which require absence during the workday and cannot be scheduled at any other time.

Personal leave may not be taken the day prior to or the day following any vacation, nor may two (2) or more personal days be taken consecutively except under special circumstances with the approval of the Superintendent. Except in the case of emergencies, notice of such leave shall be given to the Food Services Director at least twenty-four (24) hours in advance before taking such leave. The applicant for such leave need not state the reason for taking such leave other than that he/she is taking it under this paragraph.

ARTICLE 25
PROFESSIONAL DEVELOPMENT DAYS

The cafeteria personnel work year shall be school days when lunch is served plus two professional development days.

All employees are expected to be present for professional days. Employees who are absent for mandatory training sessions will be required to make up the training session on their own time within a two-week period.

Professional development days for food service staff will include but not be limited to, training in Serve Safe, Choke Safe, allergies and use of an Epi Pen.

ARTICLE 26
LABOR/MANAGEMENT COMMITTEE

Upon receipt of a request from SEIU, a designated representative of management will meet two times per year with a committee consisting of two members of the Union to discuss work-related Issues and concerns.

ARTICLE 27
JOB POSTING

When a position covered by this agreement which the Committee intends to fill becomes vacant, such vacancy shall be posted online and in the cafeteria in each school for at least five (5) working days listing the pay, duties, and qualifications. Employees Interested may apply inwriting within the five (5) working day period.

Preference in filling vacancies will be given on job performance, evaluations, qualifications, and merit. Whenever the above factors are equal, preference will be given to employees already in the bargaining unit and seniority shall govern.

The successful applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay. If at any time during the trial and training period it is determined that the employee is not qualified to perform the work, he/she shall be returned to his/her former position and rate, if applicable.

ARTICLE 28
PERSONNEL RECORDS

Section I

Each employee shall have the right, upon request, to examine and copy all material including any and all evaluations contained in his/her personnel file.

Section 2

Whenever any written material is inserted into an employee's personnel file, the employee shall be notified and given a copy of such material.

Section 3

The employee may challenge the accuracy of any such material by filing a written response which shall be included in the personnel file.

Section 4

Any employee who receives a written letter of reprimand or warning may, if no further disciplinary action occurs for two (2) consecutive years following the incident, request in writing to the Superintendent of Schools to have the letter of reprimand or warning *removed* from his/her personnel file. The Superintendent's decision regarding this request is final and shall, under normal circumstances, be communicated in writing to the employee within ten (10) school days.

ARTICLE 29 DURATION

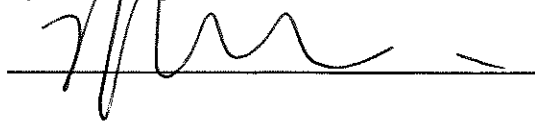
This Agreement shall, upon execution by the authorized representative of the Union and the Committee, take effect on **September 1, 2021** and remain in effect until **August 31, 2025**, and thereafter from the date from year to year unless either party by written notice to the other given in no less than one hundred twenty days (120) days prior to **August 31, 2025**, or to August 31st of any subsequent year shall express its intention of terminating this Agreement on such date.

Except as otherwise provided herein, this agreement shall take effect as of the date of execution and shall continue in full force and effect until superseded by a new Collective Bargaining Agreement.

This document constitutes the entire Agreement between the parties for the term hereof as to all matters subject to collective bargaining under the laws of the Commonwealth of Massachusetts.

SIGNED this 27 day of February, 2024

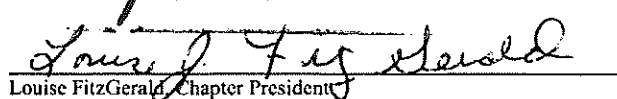
School Committee, Town of Scituate
By Its Chairperson,



Service Employees International Union Local 888
Cafeteria Personnel



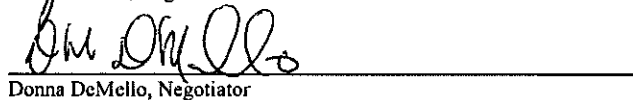
Thomas McKeever, President, Local 888



Louise FitzGerald, Chapter President



Janice Nelson, Negotiator



Donna DeMello, Negotiator

APPENDIX A SALARY SCHEDULE

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Step 1	\$ 15.83	\$ 16.23			
Step 2	\$ 17.01	\$ 17.44			
Step 3	\$ 18.42	\$ 18.88	\$ 19.36	\$ 19.94	\$ 20.33
Step 4	\$ 19.61	\$ 20.10	\$ 20.61	\$ 21.22	\$ 21.65
Step 5	\$ 20.82	\$ 21.34	\$ 21.88	\$ 22.53	\$ 22.98
Cafeteria Assistant Manager	\$ 24.17	\$ 24.78	\$ 25.78	\$ 26.78	\$ 27.78
Cafeteria Manager	\$ 29.36	\$ 30.10	\$ 31.60	\$ 32.60	\$ 33.60

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