

Labor Agreement

Between

Groton-Dunstable Schools  
& SEIU Local 888  
Cafeteria and Maintenance



July 1, 2021 to June 30, 2022

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

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## **ARTICLE 1 RECOGNITION**

Subject to any applicable provisions of State or Federal law or regulations now or hereafter in effect, the Groton-Dunstable Regional School Committee, hereinafter referred to as the "Committee" recognizes the Union representative for the purpose of collective bargaining relative to wages, hours and other conditions of employment for all employees as defined in the LRC Case No. MCR-04-5093; specifically all full-time and part-time maintenance and cafeteria employees, including the classifications of building and grounds person, cafeteria site manager, and food service worker, and excluding the director of buildings and grounds, the food service director, all managerial, confidential, and casual employees, and all other employees of the Groton- Dunstable Regional School District. The inclusion of positions with newly created job titles for employees performing substantially the same duties on a full time or part time basis as employees in the above-included categories shall be the subject of negotiations.

## **ARTICLE 2 RESPECT ANP DIGNITY**

Respect and dignity: All employees and management in the unit working for Groton-Dunstable Regional School District will be expected to conduct themselves in a professional manner with mutual respect and dignity toward one another in their place of employment while performing their duties.

## **ARTICLE 3 LABOR/MANAGEMENT**

Labor/Management: There shall be a Joint Labor Management Committee comprised of three (3) representations from the Union and three (3) representatives from the Employer, which shall meet as necessary during the school year to address problems and issues if they arise. If either party feels a committee meeting is needed, that party shall contact the other and send an agenda 48 hours prior to the meeting. The Committee shall not have the power to aster the collective bargaining agreement.

## **ARTICLE 4 RIGHTS OF THE COMMITTEE**

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

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

It is acknowledged that during negotiations which resulted in this agreement, the Union and the Committee had unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this agreement, this agreement shall constitute the total agreement between the parties and the Union and the Committee agree that the employer shall not be

obliged to any additional collective bargaining.

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

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

## ARTICLE 5 UNION SECURITY

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

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

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

To start, stop, or make any changes related to the district's withholding of union dues, the employee must submit an individual written request, on a form provided by the district, to the district payroll office.

Retroactive dues collection is limited to the month preceding the month in which the request is received by the district payroll office.

The district does not provide payroll-withholding services for any agency fees, and does not process blanket withholding changes submitted by employee groups or the Union.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

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

Union representatives shall have reasonable access to the Employer's premise. The Employer will make available to the Union a bulletin board at each site for its use, provided that the use of such bulletin board shall be restricted to the posting of notices regarding Union meetings, Union policies, Union elections and the results thereof, and social or recreational events of the Union. Union representatives may, upon notice to their supervisor, meet with union members for the

purposes of addressing grievances or administering the contract during work hours without suffering loss of pay. Such union activity shall not interfere with the operational needs of the Employer.

All employees who are covered by the SEIU Local 888 - Cafeteria and Maintenance contract shall be required, as a condition of their employment, to pay an agency's service fee, unless they become members of Local 888 within thirty (30) days at the beginning of the appropriate employee annual work period.

1. Said fee will be in an amount determined in accordance with all state and federal laws and regulations, and shall reflect the costs of collective bargaining, contract administration and other permissible charges.
2. The collection of the fee shall be the sole responsibility of Local 888. The Committee shall not be responsible for the implementation, collection, or enforcement of the fee with the exception that the Superintendent's office will supply on request by Local 888, a confirmation of employment status for individuals.

#### **ARTICLE 6 HOURS OF WORK**

Maintenance Staff: Eight (8) hours per day with half-hour lunch (full time).

Day shift: 6:00 a.m. to 4:00 p.m. and  
10:00 am to 6:00 p.m.

2<sup>nd</sup> shift: 2:00 p.m. to 12:00 midnight

Part time workers shall be defined as employees who work 18.75 hours or less per work week.

For employees hired as of July 1, 2004, the regular work week will be Monday through Friday. Positions created after July 1, 2004 may include Saturday in the work week. In order to provide regularity of an employee's work schedule, starting times within a shift will not be changed more than one time per year.

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

## ARTICLE 7 COMPENSATION

1. Pay Rates: Movement through steps is based on completion of fiscal years. A fiscal year is July 1 - June 30. To receive credit for step advancement for completion of a fiscal year, the employee would need to be hired on or before January 31 of that fiscal year.

Food Service Workers			
Step Number	Step Start and End Times	FY2022 with 1.0%	
1	Start date through first fiscal year	\$13.57	
2	Completion of one fiscal year	\$14.44	
3	Completion of three fiscal years	\$15.28	
4	Completion of 5 fiscal years and beyond	\$16.93	

As current food service workers move to the new schedule, no food service worker will lose any compensation and each food service worker will maintain his/her current hourly rate until his/her next regularly scheduled step increase.

Maintenance			
Step Number	Step Start and End Times	FY2022 with 1.0%	
1	Start through end of third fiscal year	\$26.29	
2	Completion 3 fiscal years	\$27.80	
3	Completion of 6 fiscal years	\$29.01	

Cafeteria Managers		FY2022 with 1.0%	
All bargaining unit members working in a manager's position shall realize the same rate of pay		\$19.81	

2. Longevity: Longevity payments in accordance with the following schedule shall be made provided the employee has continuous years of service with the Groton-Dunstable Regional School District as of June 1 and provided the employee has not quit or been discharged prior to June 1. Interruption of

such employment due to leaves not initiated by the employee, such as forced military service or layoff because of lack of work, shall not be deemed as a break in service for purposes of calculating benefits under this paragraph. Longevity payments will be made in lump sum payments and not considered to be part of base pay. Payments will be made the first pay in June of each year and then each year thereafter.

After ten (10) years of completed service but < (15) years:	\$400
After fifteen (15) years of completed service but < (20) years:	\$650
After twenty (20) years of completed service and beyond:	\$1,100

3. Overtime: Time and one half (1.5) will be paid for all time worked over forty (40) hours per regularly scheduled work week and for time worked on Saturday, unless Saturday falls within the regular work week. Double time (2 times the regular hourly rate) will be paid for time worked on Sundays and Holidays. Employees assigned scheduled overtime shall receive a minimum of two (2) hours pay at time and ½. If an interval of six (6) months or longer occurs since the prior scheduled overtime, the assigning of overtime shall recommence with the most senior employee. Note: If the standby person is called in after completing the normal shift, that employee will receive a minimum of four (4) hours pay at time and one half (1.5) regardless of Sunday or holiday work. In addition, consecutive extended overtime shall commence at the request of the superintendent of schools or his/her designee. In the event that consecutive extended overtime commences, hours worked in excess of 12 consecutive hours will be compensated to the employees at the rate of double time for all consecutive hours worked, lunch and break times will not affect the computing of consecutive hours.

All available overtime pertaining to Building Use will be offered to Maintenance Staff prior to any outside vendors. Overtime shall be offered on a rotating schedule.

4. Mileage Reimbursement: Any employee required to use their personal vehicle in the course of performing their duties shall be reimbursed at the Federal standard mileage rate.
5. Clothing Allowance: Maintenance employees shall receive a work appropriate clothing allowance, which will be included in section 6(b) with shoe allowance. Receipts are required for reimbursement. Cafeteria workers will be provided with aprons, shirts, caps and visors by the School District.

#### 6. Shoe Allowance

a. Footwear eligible for reimbursement must be appropriate for the work performed. For maintenance workers, appropriate work footwear includes work boots of any height and shoes specifically designed for an inside and outside physical labor work environment. For cafeteria workers, appropriate work footwear includes high quality sneakers, orthopedic shoes or low heel non-skid footwear. The Director of Buildings and Grounds and the Director of Food Service, respectively, shall have the final say on what is appropriate and inappropriate on the job work footwear.

- b. Maintenance workers shall receive an allowance for work appropriate footwear, clothing and tools of \$800.00 annually. Receipts are required for reimbursement.



- c. Cafeteria workers shall receive an allowance for work appropriate footwear of \$250.00 annually if they meet the following criteria:
  - 1. Cafeteria workers must have completed one full year of service
  - 2. Cafeteria workers must work 17 1/2 hours or more per week on a regular basis.
  - 3. Receipts are required for reimbursement

7. Pay Schedule: Full-year employees covered by this agreement will be paid every other week during the year (26 payments annually). Beginning on July 1, 2015, part-year employees covered by this agreement will be paid on either a 21 payments yearly pay cycle or a 26 payments yearly pay cycle as outline below:

- a. Part-year probationary employees: New part-year probationary employees covered by this agreement will initially be put on the 21 payments yearly pay cycle when they begin employment and must remain on the 21 payments yearly pay cycle until the end of the fiscal year in which their employment by the District began.
- b. Part-year non-probationary employees covered by this agreement may annually enroll, during the open enrollment period, in either the 21 part-year payment cycle or the 26 part-year payment cycle for the following fiscal year. The open enrollment period for this option is May 1st through May 31<sup>st</sup> annually.

Employees in either of these part-year payment cycle who do not elect a change during the open enrollment period will remain in their current program for the next fiscal year. Eligible employees may not change from the 21 payments yearly cycle to the 26 payments yearly cycle or vice-versa during a given fiscal year Full-year employees will be paid on the 26 annual pay periods schedule.

8. Stipends:

Level	Position	2021-2022
Maintenance	Pesticides	\$2,500
Maintenance	Heating/HVAC	\$2,500

9. Cell Phone:

The District will supply each maintenance worker with a company cell phone for use during working hours.

## **ARTICLE 8 HEALTH AND DENTAL INSURANCE**

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

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

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

## **ARTICLE 9 HOLIDAYS**

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

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

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

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

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

## **ARTICLE 10 PERSONAL LEAVE**

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

## ARTICLE 11 VACATION

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

1 -4 years of employment	10 paid days each year
5-9 years of employment	15 paid days each year
10-19 years of employment	20 paid days each year
20 years or more	25 paid days each year
  
2. Vacation leaves must be approved in advance by the employee's immediate supervisor. Vacation days must be taken in the vacation year that they are due and shall not accumulate from year to year. However, employees shall be allowed to carry forward up to five (5) days of unused vacation from one year to the next with a request in writing on or before June 1 to the Superintendent or his/her designee. This decision is final and will not be grieved.
  
3. Part-year cafeteria workers may, once during each school year, request up to five consecutive days of unpaid vacation. Such vacation must be requested and approved by the Director of Food Service at least 15 work days prior to the first desired day of unpaid vacation. The decision of the Director of Food Service may be appealed to the Superintendent or his/her designee and the decision of the Superintendent is final and may not be grieved.
  
4. If there is a conflict in vacation scheduling due to too many employees requesting vacation leave at the same time, vacation time shall be awarded to those with the most seniority.

## ARTICLE 12 SICK LEAVE

1. Employees earn 15 sick leave days per year. Full year employees earn 1.25 days per month, and school year employees earn 1.5 days per month.
  
2. Sick leave with pay shall be granted only in cases of the employee's own incapacitation due to sickness or injury, or that of family members living in the employee's household who are dependent upon the employee for care.
  
3. Unused sick leave may be carried over from year to year.
  
4. In cases of absences of five (5) consecutive days, a doctor's certificate is required upon return to work. However, in cases of suspected sick leave abuse the doctor's certificate may be required after three (3) consecutive days of absences.
  
5. Upon retirement or death of an employee with a minimum of ten (10) years of service to the Groton - Dunstable Regional School District, the employee shall be eligible to be paid for unused sick leave time up to a maximum of one hundred and eighty (180) days at one times their base hourly rate not to exceed twenty (\$20.00) dollars. At fifteen (15) years of service to Groton-Dunstable Regional School District the employee shall be paid for accumulated unused sick leave up to a maximum of one hundred and eighty (180) days at twice their base hourly rate (not to exceed \$50.00) per day.

Employees will notify the Superintendent by January 1 of the school year in which they intend to retire to receive a lump sum payment on or about July 1, following that school year. In the event this notice is not given by January 1, said compensation will be paid the

following year on or about July 1.

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

6. A bargaining unit member who has used three (3) or less sick days in a year may elect to redeem sick days in a lump sum cash payment equal to the per diem rate according to the following schedule:

Sick Days Used	Available for Redemption
0	4
1	3
2	3
3	1

### **ARTICLE 13 BEREAVEMENT LEAVE**

Employees covered by this contract shall be allowed up to five (5) days of leave, without loss of pay, in the case of death in the immediate family and one (1) day in the case of death in the extended family. The term "immediate family" to mean the employee's spouse, domestic partner (see Addendum i), child, father, mother, sister, brother, father-in-law, mother-in-law, or relative living in the employee's household. The term "extended family" to mean any other relative or friend. These provisions shall be administered in the light of their purpose, which is to provide opportunity when needed, to enable an employee to attend the funeral or to attend to family or personal matters arising as a result of death, and shall not be charged against sick leave or personal leave.

### **ARTICLE 14 LEAVE OF ABSENCE (UNPAID)**

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

### **ARTICLE 15 JURY DUTY**

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

### **ARTICLE 16 EMERGENCY CALL-IN**

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

## **ARTICLE 17 STAND-BY (OR ON-CALL)**

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

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

## **ARTICLE 18 DISCIPLINE AND DISCHARGE**

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

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

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

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

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

## **ARTICLE 19 GRIEVANCE AND ARBITRATION**

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

Notwithstanding the forgoing language in this section, in the interest of promoting new programs and more efficiencies, the Union agrees that it will not grieve any changes related to implementing these new programs or efficiencies.

2. The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems affecting the welfare or working conditions of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
3. Nothing contained herein shall be construed as limiting the rights of any employee having a complaint to discuss the matter informally with any appropriate member of the administration and to have the problem adjusted without the intervention of the Union.
4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum. The time limits specified may be extended only by mutual agreement of the respective parties or their representatives.
5. If at the end of ten (10) working days following the incident giving rise to the grievance (or when the employee should reasonably have had knowledge of such incident), the grievance shall not have been properly presented at Level One, the grievance shall have been deemed to have been waived, and shall not be eligible for further processing.
6. Subject to the foregoing, all grievances must, in all cases, be processed in accordance with the steps, time limits and conditions herein set forth. If either party fails to meet any deadline, the grievance shall be considered denied by the employer or waived by the Union.

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

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

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

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

## **ARTICLE 20 SENIORITY**

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

Seniority shall be terminated for any of the following reasons:

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

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

## **ARTICLE 21 LAYOFF AND RECALL**

When it becomes necessary to decrease the working force within a specific job classification, the Committee will reduce said force in accordance with an employee's seniority and evaluation and training, as identified in a scoring system that provides for 50% of the scores relating to seniority and 50% relating to evaluation and training. Appendix A (Maintenance Performance Evaluation) and Appendix B (Food Services Performance Evaluation) will serve as the basis for the establishment of "Layoff Points" for the purposes of this article. The scoring system is outlined in both Appendix A and Appendix B.

The performance evaluation process for all employees will begin in the 2015-2016 fiscal year, beginning in July 2015, and will conclude no later than June 30, 2016. The scoring system and layoff points will not be used until the completion of the first year of performance evaluations. In the event that two employees have equal layoff points within a given classification, the order of layoff shall be determined by the flip of a coin.

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

## **ARTICLE 22 VACANCIES**

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

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

committee in writing within five (5) working days after the initial posting date.

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

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

Notwithstanding any language in this Article to the contrary, the Union agrees that the Committee and/or Designee has a right to determine how a vacancy is filled, whether a vacancy is filled and further that any vacancy or additional positions may be filled by whichever private food service management corporation is in place managing the food service program at Groton-Dunstable. If the positions are filled by whichever private food service management corporation is in place managing the food service program at Groton-Dunstable, such individuals will not be part of this bargaining unit.

### **ARTICLE 23 TRANSFERS AND TEMPORARY ASSIGNMENTS**

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

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

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

The Committee may permanently transfer an employee to other work classifications or locations based upon the needs of the system. A permanent involuntary transfer will be made only after a meeting between the employee and the Superintendent (or his/her designee) at which time the employee will be notified of the reasons for the transfer. The employee may request a member of the union to be present at such meeting. Such transfers shall be made only for the good of the system and shall not be made for arbitrary, capricious, or punitive reasons.

### **ARTICLE 24 PROBATIONARY EMPLOYMENT PERIODS**

Initially new Maintenance and Cafeteria workers will be placed in probationary status during which time the employee serves at the sole discretion of the Employer. The probationary period will begin on the first day of employment and continue for six (6) months.



**ARTICLE 25 IDENTIFICATION OF IMMEDIATE SUPERVISOR AND JOB DESCRIPTIONS**

Job Descriptions: Each employee covered by this agreement will be informed of who his or her evaluator, for the purpose of job performance evaluation, is within one week of beginning employment and then annually thereafter during the month of October.

Each employee covered by this agreement will be provided with a copy of his or her job description within one week of beginning employment and then annually thereafter during the month of October. Job descriptions will be updated by November 1, 2017 and will be mutually agreed upon by the parties.

**ARTICLE 26 EMPLOYEE TRAINING**

Management is to pay for the ServSafe Training. If failed after two attempts employee should take it again at their own expense and would be required to pass it within 12 months of employment.

**ARTICLE 27 EMPLOYEE EVALUATION**

Both parties to this agreement recognize the process of evaluation as one which should foster on-going job performance and development. Evaluations will be based primarily on the employee's job responsibilities, as described in his or her written job description, but may include temporary or ancillary responsibilities, assigned by their performance evaluator, which are not necessarily reflected in written job descriptions.

Probationary employees will receive a written evaluation every 45 calendar days after starting work and continuing until the end of the probationary period from his or her assigned performance evaluator. Probationary employees will be provided with a copy of their blank evaluation form within one week of beginning employment.

All other Employees covered by this agreement will be provided with a copy of their blank evaluation form annually during the month of October.

All other employees covered by this agreement will participate in an annual evaluation process during the month of May and receive a copy of their written performance evaluation no later than May 31 each year.

Maintenance staff may be awarded an incentive bonus based on their skills performance score which is part of their yearly evaluation conducted in April. This bonus will be made on a yearly basis as a lump sum payment and will not be considered part of the base pay. Payments will be made on the final pay of the fiscal year in June.

Incentive Schedule:

- Step 1: 0-74 - standard rate of pay (no incentive paid)
- Step 2: 75-99 - 1% of annual base salary
- Step 3: 100-120 - 2% of annual base salary

## **ARTICLE 28. SEVERABILITY**

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

**ARTICLE 29 DURATION**

This agreement shall be from July 1, 2021 and remain in full force and effect until June 30, 2022. Thereafter it shall be self-renewing for yearly periods unless notice of intent to modify this Agreement is given in writing by either party to the other not less than ninety (90) days prior to its expiration date. Should the parties fail to negotiate a successor agreement by June 30, 2022, it is agreed that this Agreement will continue in full force and effect until said time as a new contract is negotiated.

For the School Committee

(Date)

For the Union

(Date)

Melina M. A. 5/20/21

Mark Colin 5-20-21

## Appendix A: Performance Evaluation GDRSD Buildings & Grounds

### Department

Employee's Name:

Name of Evaluator:

Title:

#### Performance Guide for Areas Listed #1-6

- 4 **Consistently exceeds job requirements, performance is exceptional**
- 3 **Meets Job requirements and sometimes exceeds requirements capably and competently**
- 2 **Meets job requirements most of the time with occasional exceptions observed**
- 1 **Improvement needed to meet job requirements**
- 0 **Is not performing at satisfactory level; extra supervision required**

1. \_\_\_\_\_ **Work Quality**

Understands and performs troubleshooting, and technical aspects of maintenance and operations functions. Performs all modifications and repair work in buildings and building systems; on the athletic fields, grounds and all field and vehicular equipment. *Evaluator Comment:*

2. \_\_\_\_\_ **Initiative and Resourcefulness**

Demonstrates ability to work without direction and offer suggestions, can come up with creative and cost effective solutions *Evaluator Comment:*

3. \_\_\_\_\_ **Work Organization**

Organizes and plans projects efficiently, follows procedures and maintains good recordkeeping for management direction regarding budget and scheduling. *Evaluator Comment:*

4. \_\_\_\_\_ **Interpersonal Skills**

Interacts positively with others, demonstrates a courteous professional attitude with team, administrators, vendors, school staff, and students. *Evaluator Comment*

5. \_\_\_\_\_ **Punctuality and Dependability**

Reports for work on time and dependable in emergency on-call issues and or unpredictable weather related issues. *Evaluator Comment:*

6. \_\_\_\_\_ **Safety and Compliance**

Wears appropriate clothing and ID badges at all times. Maintains well-groomed appearance. Safety shoes worn at all times. Follow all department safety standards. *Evaluator Comment:*

**Total Score for Areas # 1-6: (Max possible score = 24)**

**Performance Guide for Competencies #7 (This score reflects combination of checklist/skills score)**

- 8** Consistently exceeds job requirements, performance is exceptional
- 6** Meets job requirements and sometimes exceeds requirements capably and competently
- 4** Meets job requirements most of the time with occasional exceptions observed
- 2** Improvement needed to meet job requirements
- 0** Is not performing at satisfactory level; extra supervision required

**7. \_\_\_\_\_ Competencies**

Demonstrates willingness to learn new skills. Accepts and attends training opportunities offered. Maintains valid, current certification and/or licensure where appropriate or required. *Evaluator Comment:*

**Suggested Goals/Comments:**

**Areas of Strength:**

**Areas of Focus/Suggested Areas of Needed Improvement:**

Seniority Points (1 yr = 2 pts: fractions of yrs = fractions of points e.g. 12.7 yrs = 25.4 points: Max seniority points = 32)	
Performance/Evaluation Points (Add points given from #1-7 above: max points = 32)	
Total Layoff Points	

Employee's signature \_\_\_\_\_ Date: \_\_\_\_\_  
*(Signature denotes receipt of evaluation)*

Evaluator's signature \_\_\_\_\_ Date: \_\_\_\_\_

*\*Should an employee not agree with anything contained in the evaluation, the employee has the right to write a rebuttal. The rebuttal will be attached to this evaluation and placed in the personnel file. Deadline to submit a rebuttal is June 15th.*

**Competencies Checklist  
GDRSD Buildings & Grounds Department**

Employee's Name:

Name of Evaluation

Title:

**Areas of Licensure/Trainings/Certifications  
Check each area if applicable**

- Water Treatment \_\_\_\_\_
- Integrated Pest Management Plan (IPMP) \_\_\_\_\_
- Hydraulic \_\_\_\_\_
- Commercial Driver License (CDL) \_\_\_\_\_
- Heating, Ventilation, Air Conditioning (HVAC) \_\_\_\_\_
- Electrical \_\_\_\_\_
- Plumbing \_\_\_\_\_
- Asbestos \_\_\_\_\_
- Gas Heating \_\_\_\_\_
- Other. \_\_\_\_\_

**Skills Performance Level**

4. Skilled 3. Extremely Capable 2. Capable 1. Needs Training 0. Unsatisfactory

**Plumbing**

- Troubleshooting \_\_\_\_\_
- Replacing or repairing plumbing fixtures \_\_\_\_\_
- Ex. sinks, faucets, toilets, etc.

**Electrical**

- Troubleshooting \_\_\_\_\_
- Wiring \_\_\_\_\_
- Replacing ballasts \_\_\_\_\_
- Lighting Programming \_\_\_\_\_

**Alarms & Time Clocks**

- Troubleshooting \_\_\_\_\_
- Programming Controls \_\_\_\_\_

**Heating**

- Troubleshooting \_\_\_\_\_
- Replacing/Repairing \_\_\_\_\_

Valves \_\_\_\_\_  
 Univents \_\_\_\_\_  
 Circulator Pumps \_\_\_\_\_  
 Motors \_\_\_\_\_

**HVAC**

Troubleshooting \_\_\_\_\_  
 Replacing/Repairing \_\_\_\_\_  
 Chillers \_\_\_\_\_  
 A/C Units \_\_\_\_\_  
 Refrigeration \_\_\_\_\_

**Kitchen Equipment**

Troubleshooting \_\_\_\_\_  
 Repair/Service \_\_\_\_\_

**Carpentry**

Room Renovations \_\_\_\_\_

**Fields and Grounds**

Field Lining \_\_\_\_\_  
 Mowing \_\_\_\_\_  
 Turf Maintenance \_\_\_\_\_  
 Soil Sampling \_\_\_\_\_  
 Insect, disease, weed management \_\_\_\_\_  
 Irrigation Systems Management \_\_\_\_\_

**Mechanics**

Troubleshooting \_\_\_\_\_  
 Equipment Maintenance/Replacement of Parts \_\_\_\_\_  
 Field Equipment Repair/Replacement of Parts \_\_\_\_\_  
 Troubleshooting Elevators and Lifts \_\_\_\_\_

**Other.** \_\_\_\_\_

**Skills Key.** Use this score in combination with the checklist assessment for an overall score to enter for # 7 In performance evaluation.

Range of Points	Score
100-120 max	8
75-99	6
50-74	4
20-49	2
0-19	0

## **Appendix B: Performance Evaluation Food Service Department**

Employee's Name: \_\_\_\_\_ School Site: \_\_\_\_\_

Name of Evaluatees \_\_\_\_\_ Title: \_\_\_\_\_

### **Performance Guide for Areas Listed #1-7**

- 4 Consistently exceeds job requirements, performance is exceptional**
- 3 Meets job requirements and sometimes exceeds requirements capably and competently**
- 2 Meets job requirements most of time with occasional exceptions observed.**
- 1 Improvement needed to meet job requirements**
- 0 Is not performing at satisfactory level: extra supervision required**

\_\_\_\_\_

#### **Work Quality**

Understands and completes kitchen duties accurately and efficiently in accordance with department standards. *Evaluator Comment:*

\_\_\_\_\_

#### **Timeliness**

Finishes assignments within an appropriate time frame. Understands the need for expediency of service during meals and reacts accordingly. *Evaluator Comment:*

\_\_\_\_\_

#### **Work Habits**

Plans and organizes work well, follows procedures, and makes efficient use of work time. *Evaluator Comment:*

\_\_\_\_\_

#### **Initiative and Resourcefulness**

Demonstrates ability to work without direction and offer suggestions; can come up with creative solutions. *Evaluator Comment*

\_\_\_\_\_

#### **Punctuality and Dependability**

Can be relied upon to be on time and reliable. *Evaluator Comment:*

\_\_\_\_\_

#### **Interpersonal Skills**

Interacts well with others; demonstrates a courteous professional attitude with the team, management, school staff, and students. *Evaluator Comment*

\_\_\_\_\_

#### **Safety and Sanitation**

Maintains well-groomed appearance and good personal hygiene. Follows department safety and sanitation procedures including (but not limited to) proper food temperatures, use of gloves and hand washing. *Evaluator Comment:*



Total Score for Areas # 1 -7: (Max possible score = 28) \_\_\_\_\_

**Performance Guide for #8 Competencies (This score reflects checklist assessment)**

- 8 Consistently exceeds job requirements, performance is exceptional**
- 6 Meets job requirements and sometimes exceeds requirements capably and competently**
- 4 Meets job requirements most of time with occasional exceptions observed.**
- 2 Improvement needed to meet job requirements**
- 0 Is not performing at satisfactory level: extra supervision required**

\_\_\_\_\_ Competencies  
Demonstrates willingness to learn new skills. Accepts and attends training opportunities offered. Maintains valid, current certification and/or licensure where appropriate or required. *Evaluator Comment:*

**Suggested Goals/Comments:**

**Areas of Strength:**

**Areas of Focus/Suggested Areas of Needed improvement**

Seniority Points (1 yr = 3 pts: fractions of yrs = fractions of points e.g. 5.7 yrs = 17.1 points: Max seniority points = 36)	
Performance/Evaluation Points (Add points given from #1-6 above: max points = 36)	
Total Layoff Points	

Employee's signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature denotes receipt of evaluation)

Evaluator's signature: \_\_\_\_\_ Date: \_\_\_\_\_

*\* Should an employee not agree with anything contained in the evaluation, the employee has the right to write a rebuttal. The rebuttal will be attached to this evaluation and placed in the personnel file. Deadline to submit a rebuttal is June 18".*

# Competencies Checklist

## GDRSD Food Service Department

Employee's Name:

School Site:

Name of Evaluation

Title:

**• Check each area if applicable**

Serv Safe Certification

\_\_\_\_\_

Out-of-District Professional Development

\_\_\_\_\_

In-District Professional Development

\_\_\_\_\_

Epipen Training

\_\_\_\_\_

USDA Professional Standards Training Requirements

\_\_\_\_\_

Other \_\_\_\_\_

\_\_\_\_\_

### **Managers Only Section:**

Supervisory Skills

\_\_\_\_\_

End-of-Day Accounting

\_\_\_\_\_

Training of Staff

\_\_\_\_\_

Food Safety Oversight & Documentation

\_\_\_\_\_

Other. \_\_\_\_\_

\_\_\_\_\_

**Use this checklist as a basis for #8 Competencies in Performance Evaluation**