

PREAMBLE

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**COLLECTIVE  
BARGAINING AGREEMENT  
between the  
LOWELL SCHOOL COMMITTEE  
and  
U.T.L. CAFETERIA EMPLOYEES**

After having bargained collectively, the Lowell School Committee and the United Teachers of Lowell, Local 495, AFT Massachusetts, AFL-CIO, Cafeteria Employees, hereby agree that their current collective bargaining agreement, which agreement expired by its own terms on June 30, 2017, shall be and hereby is amended as follows, all terms not so amended to remain in full force and effect as presently worded.

**PRINTING OF THE CONTRACT**

The Lowell School Committee and U.T.L. shall share equally the costs of printing the contract books for the Lowell School Committee and U.T.L.

**AGREEMENT**

**PREAMBLE**

Whereas, the School Committee of the City of Lowell, Massachusetts, hereinafter referred to as the Committee and the United Teachers of Lowell, hereinafter referred to as the Union, recognize that the development of an efficient cafeteria work force is a common responsibility that can best be attained when each group utilizes that ability, experience, and judgment of the other, and whereas, it is acknowledged by both parties to this agreement of their intent and purpose to reach an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into an agreement covering wages, hours, standards of productivity and other conditions of employment, NOW, THEREFORE, the following agreement is made and entered into this 26<sup>th</sup> day of June, 2017 between the Committee and Union.

**ARTICLE I**

Recognition

The Lowell School Committee, for the purpose of collective bargaining with respect to rates of pay, wages, hours and other terms and conditions of employment, recognizes the United Teachers of Lowell, Local 495, AFT Massachusetts, AFL-CIO, as the exclusive representative of the persons in the bargaining unit consisting of all full-time and regular part-time school cafeteria employees, including drivers, café workers, and cook managers, but excluding the Food Service Director and the Food Service Supervisor, and all supervisory, managerial, confidential, or casual employees, and all other employees of the Lowell Public Schools.

## **ARTICLE II**

### **Contract Period and Negotiations**

Subject to Massachusetts General Laws as amended Chapter 150E, Section 4, this agreement shall continue in full force and effect from July 1, 2017 to June 30, 2020.

Negotiations for a successive agreement will commence upon due notice by either party to the other on or after January 1, 2020, but the terms for the present contract will remain in full force and effect pending a successive agreement being executed as to covered employees.

The Lowell School Committee and U.T.L. shall share equally the costs of printing the contract books for the Lowell School Committee and U.T.L.

## **ARTICLE III**

### **Employee Retention of Rights**

Subject to Massachusetts General Laws, Chapter 150E, this agreement shall not be construed to deprive employees of any benefits or protection granted by the Laws of the Commonwealth of Massachusetts.

## **ARTICLE IV**

### **Employer Retention of Rights**

Except as may be provided otherwise in this agreement, recognition is afforded to the inherent right of the School Committee and its management as to the sole responsibility and authority as to the promotion, assignment and transfer of employees covered by this agreement.

## **ARTICLE V**

### **Union Dues Deduction**

A. For the duration of this agreement or such time as U.T.L. shall be certified as the exclusive bargaining agent for the employees covered by this agreement, whichever occurs first, the Committee agrees to deduct from the pay of union members when so authorized voluntarily and in writing by said union members, union dues as designated in said written authorization subject to cancellation thereof as provided for in sub-section C of Article V.

B. Said union dues deduction as authorized shall be deducted from employee's earnings once a month and shall be remitted to the Treasurer of U.T.L. by the tenth day of the month following said deduction together with a monthly listing showing amount of dues deducted from each employee providing said union treasurer has posted bond as required by law.

C. Said authorization of union dues deduction from earnings may be cancelled by an employee upon written notice to the Treasurer of U.T.L., to the City Treasurer, and to the Committee. Said cancellation notice shall be made by registered mail, return receipt requested. The cancellation of dues authorization shall be effective at the end of the third

wage or salary period following receipt of the written cancellation notice as herein provided.

D. As a condition of employment, members of the bargaining unit who are not members of the United Teachers of Lowell, Local 495, AFT Massachusetts, AFL-CIO, shall pay to the United Teachers of Lowell an agency service fee. Such fee shall be a percentage of union dues and will represent that portion of union dues which is commensurate with the cost of collective bargaining and contract administration. This provision is subject to any rules and regulations of the Massachusetts Labor Relations Commission.

## **ARTICLE VI**

### State and Civil Service Laws

Subject to the provisions of Massachusetts General Laws Chapter 150E, the Committee and U.T.L. recognize and adhere to all applicable State Labor Laws, and to applicable Civil Service Laws and Rules and Regulations.

## **ARTICLE VII**

### Posting Union Notices

Bulletin board space shall be provided by the Committee in each school for the posting of notices by U.T.L.

## **ARTICLE VIII**

### Access to Premises and Union Activities

The Committee agrees within seven days written notice of request from U.T.L. to provide said Union access to all applicable employee payroll records. Further the Committee agrees to recognize any authorized U.T.L. official or the steward for U.T.L. in accordance with Article IX, and to permit the same to visit the Committee's Central Offices or such schools of the City within which members of the U.T.L. appropriate unit are assigned, to investigate working conditions or grievances during working hours, for the purpose of adjusting disputes between the Committee and U.T.L., provided that those investigating first receive permission of the Superintendent of Schools or his designee as to visitations to the Committee's Central Offices, or the permission of the Principal or his designee of the School where said grievance is being investigated. This permission shall be granted not later than three working days after notice of the written request for same is received by the appropriate party.

There shall be no retaliation for union activity.

## **ARTICLE IX**

### Steward

The Committee recognizes the right of U.T.L. to designate a steward from the list of its employees encompassed in Article I. Said steward shall serve as a channel of communication between the Committee and U.T.L. U.T.L. will in writing furnish the

Committee with the name of the steward and shall forthwith notify the Committee in event of any change in the person designated as steward.

1. Said steward shall be responsible for representing the interest of employees in meetings and discussions with administrative officials concerning work-related matters, and may investigate and discuss employee complaints and grievances with employees who have pertinent knowledge of the matter at hand, and with appropriate administrative officials for the purpose of contributing to the resolution of such on the job problems. Reasonable time during working hours will be granted the steward for these activities and it is agreed that said steward shall be expected to guard against the excessive use of School Department time in connection with such matters.

2. Said steward shall report to and obtain permission from his or her supervisor whenever he or she desires to leave his or her assigned work for any purposes referred to in section one above, and shall report back to his or her supervisor at the time he or she returns to work.

3. When desiring to discuss a work-related matter with an employee, the steward shall first obtain permission from the employee's supervisor before interruption of the employee's work.

4. An employee desiring to leave his or her job to discuss an appropriate matter with the steward shall obtain the supervisor's permission before doing so, and will report on return to work to his or her supervisor.

5. The supervisor's permission will normally be granted in the foregoing instances.

## **ARTICLE X**

### **Jury Duty**

When an employee is called for jury duty the employee shall be compensated by the employer at the applicable daily rate less any compensation received for jury service. An employee shall suffer no loss of benefits when called to jury duty.

## **ARTICLE XI**

### **Sick Leave and Leaves of Absence**

1. Regular employees including those working less than a seven-hour day shall be granted an annual leave of fifteen (15) days without loss of pay for absence caused by illness, injury or exposure to contagious disease. The rate of pay for which said employee shall be paid for sick leave shall be based on the daily pay received by said employees according to their scheduled work day and week.

2. Permanent employees assigned to a full seven-hour day and thirty-five-hour week not using sick leave in the year of service for which it is granted shall have unlimited accumulation for use in subsequent years. As to all other cafeteria employees the sick leave shall be cumulative but not in excess of one hundred forty (140) working days.

3. Employees reporting for work and who by reason of sickness leave before completion of their work day will only be charged sick leave for hours not worked rounded to nearest hour, namely, less than one-half hour-no charge to sick leave, one-half hour or over full hour charged to sick leave.

4. An employee who is absent for five (5) consecutive days or longer shall upon request of the school principal submit a physician's statement as to the cause of the absence. Any such request must be made not later than five (5) days after the employee's return to duty.

5. A ninety (90) day leave of absence without pay shall be granted to all permanent employees assigned to a seven-hour work-day and a thirty-five-hour work week for maternity purposes with the understanding that employees entitled to such maternity leave will be entitled to use their sick leave days for such leave.

6. In addition to personal illness or injury the sick leave allowance as set forth in section one of this article may be used for any reason approved by the Superintendent whose decision thereon shall be final and binding.

7. Emergency leaves of absence without pay may be granted at once by the Superintendent of Schools or his designee as a matter of discretion on their part.

8. In recognition of regularity of service rendered and as an incentive to continued regularity of such service, employees covered by this Agreement who have served in the Lowell School System for a minimum of fifteen (15) work years or school years, as the case may be, will upon retirement or death be paid an amount equivalent to thirty-three (33 1/3) of their unused sick leave accumulated as of the effective date of their retirement, resignation or death. Employees may, for financial purposes, voluntarily elect to defer buyback into the next calendar year.

9. PERSONAL DAYS: All full-time permanent employees shall receive two (2) personal days, without loss of compensation, in each year of the contract, effective as of July 1, 1986. Personal days not utilized by June 30<sup>th</sup> in each of the contract shall be converted to additional sick leave days for the contract year commencing on July 1st thereafter.

Further, in addition to the regular sick leave provisions set forth in A and B of this Article, there shall be allowed to cafeteria workers who have by reason of a continuing illness an extended sick leave allowance based on and equal to the number of sick leave days credited to them as of January 1 of the year in which the extended sick leave application is filed. In no case, however, shall the extended sick leave allowance be greater than one hundred eighty (180) days.

10. Effective July 1, 2000 cafeteria workers shall receive three days of paid leave in each year of the contract, noncumulative, in the event of the serious illness of the mother, father, child, grandchild, husband or wife of either the employee or the spouse thereof, upon the approval of the Superintendent.

11. Employees shall receive a printout of their accumulated sick leave by November 15<sup>th</sup> of each year.

12. An Employee shall upon written notice to the Superintendent, be granted as a reasonable accommodation to members of any religious denomination, up to three days of paid religious leave each school year.

13. The Committee and Union agree to establish a study group to discuss language that would be suitable for Military Leave Language.

## **ARTICLE XII**

### **Bereavement**

**Funeral Leave:** In the event of the death of an immediate member of the family of an employee, up to five (5) days leave shall be granted to such employee without loss of other benefits. Additional time may be granted by the Superintendent of Schools or their designee, which time shall be charged to sick leave. Immediate family shall be defined as follows: Husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of either the employee or spouse thereof, or any relative of the employee or spouse thereof, who was actually living in the immediate household of the employee at the time of the death or commencement of the final illness or accident. In the event of the death of an aunt, uncle, niece, or nephew of the employee or spouse thereof, food service workers will be allowed one (1) day leave, with pay, and one (1) additional day, with pay, for necessary travel out of state or a distance of 100 miles.

## **ARTICLE XIII**

### **Work Year – Vacations – Holidays**

The work year shall be 186 days.

**A. WORK YEAR:** The work year for permanent employees shall extend from the first day prior to the opening of school classes of a given year through the day following the close of the school of a given year through the day following the close of school classes in the succeeding year. Four (4) additional days from the current 182 days will be worked effective at the commencement of the 1998-1999 school year.

**WORK WEEK:** The normal work week shall be Monday through Friday. Permanent and temporary workers employed for a full work day shall report for work at 7:30 a.m. and leave at 2:30 p.m. with a ten-minute coffee break in the morning and a twenty-minute break at noon lunch. All employees assigned to less than a seven-hour day shall be assigned their hours by the Superintendent of Schools or his designee.

**NON-WORK DAYS:** Excepting assigned vacation time as noted in Section B of this article, no liability for wages shall be charged to the Committee for days on which school classes are suspended because of teacher recess periods, teacher vacation periods, or any other day in which school classes are suspended excepting legal holidays as celebrated under the laws of the Commonwealth of Massachusetts that fall during a teacher non-vacation or non-recess period. All such days as specifically set forth are designated as cafeteria non-work days. All authorized hours worked in excess of the normal work week by permanent or fulltime temporary employees working a full day shall be paid for as overtime at one and on-half (1 ½) times the normal rate of pay in each category.

The WORK HOURS for all cafeteria employees shall be continuous and maintained as presently set insofar as feasible in the judgment of the committee; however, in the light of a possible expanded cafeteria program, such normal hours are subject to change so as to best serve the goals of the Department within an efficient economic concept. U.T.L. will be given as much notice as possible of contemplated changes in working hours and the opportunity to engage in a dialogue relating thereto; however, as to such changes, the final responsibility and judgment shall vest in the Committee as prescribed by law.

The work day for a cook shall be eight hours.

At the discretion of the Director of Cafeterias, cooks who are required to work on a scheduled non-work day for purposes of preparation shall be paid at the applicable straight time but under no circumstances shall a cook receive less than four hours of such pay when required to work pursuant to his provision. This provision shall only apply to schools with fully operating kitchens.

Effective July 1, 2005, all Employees are required to attend three after school meetings of one-and-a-half-hour duration for training and informational purposes and notice will be given no later than September 30<sup>th</sup> of each year as to date of said meetings. Employees shall be paid their regular hourly rate for attendance at these meetings. In accordance with Article XIII A.4, any hours worked in excess of a normal work week (7 hours per day) by permanent or full-time temporary employees working a full day shall be paid for as overtime at one and one-half (1.5) times their normal rate of pay. Employees shall be paid for these meetings within two (2) weeks of said meetings.

All authorized hours worked in excess of the normal work week by permanent or full-time temporary employees working a full day (seven hours per day) shall be paid as overtime at time-and-a-half the regular rate of pay in each category. Employees who leave and return to work on the same day shall be paid at the rate of time-and-a-half for hours worked after returning, regardless of the number of hours worked that date.

Any employee covering for a Cook/Manager will be paid at the Cook/Manager rate of pay for the actual hours worked in the Cook/Manager position. The recommendation for an employee to replace the Cook/Manager shall be made by the Cook/Manager, when available, and approved by the Food Services Director. In the absence of the Cook/Manager, the employee to replace the Cook/Manager shall be designated by the Food Services Director.

**B. VACATIONS:** The vacation time allowance period for cafeteria employees shall be encompassed within the cafeteria work year as outlined in Section A of this Article and shall be assigned by the Superintendent of Schools or his designee to be taken during cafeteria non-work days as designated in Section A of this Article to the extent possible.

A member of this unit who is entitled to four weeks of paid vacation shall receive an extra week's pay if, by the end of a school year the fourth week of paid vacation has not been utilized by the said member.



PAID VACATION ALLOWANCES  
SHALL ACCRUE AS FOLLOWS:

1. All permanent employees appointed prior to May 11, 1972 will maintain their present vacation and non-work day benefits. Such present vacation benefits consist of receiving as a paid vacation allowance, (a) the Thanksgiving recess as allowed to teachers; (b) the Christmas vacation period as allowed to teachers; (c) the February vacation period as allowed to teachers; and (d) the April vacation period as allowed to teachers. Such present non-work day benefits consist of being paid for days not worked because of (e) teachers' convention days; (f) days schools closed because of inclement weather; (g) Good Friday; and Field Day dismissal same as at present. A list of the permanent employees appointed prior to May 11, 1972 is attached and designated Appendix B.

2. As to all other permanent and temporary cafeteria employees paid vacation allowances shall accrue as follows:

a. Every regularly employed cafeteria employee shall be granted a vacation of two weeks in each calendar year if such employee actually worked for the Committee for thirty (30) weeks in the aggregate during the twelve (12) month's proceeding the first day of June in each respective calendar year.

b. All employees working on a regular basis shall after five years' service for the Committee receive three (3) weeks' vacation.

c. All employees working on a regular basis shall after ten (10) years' service for the Committee receive four (4) weeks' vacation.

d. All employees working on a regular basis shall after fifteen (15) years' service for the Committee receive five (5) weeks' vacation.

3. All paid vacation allowances will be paid and based on a normal days' and weeks' pay for respective employees covered.

4. For purposes of interpretation a weeks' vacation can consist of any five days, excluding Saturdays, whether consecutive or not.

C. HOLIDAYS: Only the following paid holidays as celebrated under the laws of the Commonwealth of Massachusetts that fall within the work-day and work periods of all regularly employed personnel shall be paid on the basis of the normal pay for hours normally worked, namely: Columbus Day, Veterans Day, Martin Luther King Day, and Memorial Day.

D. The following non-work days shall be paid to permanent workers on the basis of their normal day's pay as follows:

a. Labor Day

b. Good Friday

c. Teachers Convention Day

d. Inclement Weather Days

e. Field Day Dismissal

f. Thanksgiving recess as allowed to Teachers

g. Christmas Day

The following non-work days shall be paid to non-permanent workers on the basis of their normal day's pay:

- a. Labor Day
- b. Good Friday
- c. Teachers Convention Day
- d. Thanksgiving Day
- e. Christmas Day

E. LONGEVITY: Effective July 1<sup>st</sup>, 1984 Longevity pay shall be paid to all members of this unit with more than one year of continuous service. Longevity pay shall be calculated on an individual basis in accordance with the following schedule.

.003% X number of years of continuous service as employee of the City of Lowell x Base Salary = Longevity Pay.

Members of this unit who were hired between January 1 and June 30 shall be paid longevity pay in a lump sum on the second pay day in June. Members of this unit who were hired between July 1<sup>st</sup> and December 31<sup>st</sup>, shall be paid longevity pay in a lump sum on the second pay day in December.

Continuous service as an employee of the City of Lowell shall except as hereinafter modified, mean only uninterrupted service as a cafeteria employee for the City of Lowell. However, employees with ten (10) years or more of uninterrupted service as an employee of the City of Lowell, shall, after such ten (10) years be eligible to count prior broken service with any other department of the City of Lowell as "continuous service as a cafeteria employee of the City of Lowell" for the purposes of this Longevity Article. Such other prior broken service with the City shall, after said ten (10) years, be computed as continued service as an employee of the City of Lowell for purposes of longevity payments.

Longevity pay shall not be considered part of the base salary for purposes of computing vacation pay, sick leave, overtime, etc. However, such shall be considered for purposes of computation of retirement benefits and deductions therefor.

The provisions of this Article will not take effect until July 1, 1981.

### **Longevity Freeze**

Freeze in accordance with attached School Committee provision.

## **ARTICLE XIV**

### **Insurance**

The Committee and U.T.L. agree that all employees covered by any Insurance Plans adopted by the City under authority of Chapter 32B of the General Laws of the Commonwealth shall pay the same costs and receive the same benefits as other City employees similarly covered under said Plans.

On or after July 1, 2007, the insurance plan for Unit employees shall include the following coverage options; Master Medical, PPO or HMO. At least once a fiscal year as determined by the employer, employees shall select from among the coverage options being offered by the City.

References, offerings, and language in the contract shall be updated to reflect the acceptance by the Committee and Union of the current practices, offerings, and insurances

offered by the Commonwealth of Massachusetts Group Insurance Commission, including but not limited to the terms and conditions of the Memorandum of Agreement Between the City of Lowell and the Public Employee Committee (PEC), to provide insurance through the group insurance commission as agreed to on or about September 17, 2012.

## **ARTICLE XV**

### Grievance Procedure

A. A “grievance” is hereby defined as a complaint by an employee or group of employees on an alleged violation of this agreement, or any controversy, misunderstanding, or dispute arising as to the interpretation, application, or observance of any of the provisions thereof.

B. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit to the aggrieved employee and to U.T.L. shall permit the aggrieved party or parties to proceed to the next step of the grievance procedure.

C. Failure at any step of the procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered.

D. A grievance that affects a group of employees may be submitted in writing to the Superintendent directly, and the processing of such a grievance shall commence at Step Three.

E. A grievance report form designated Appendix C, as attached, must be filed for all grievances.

#### **Step One:**

Whenever an employee has a grievance, the aggrieved employee shall informally present the grievance to their building supervisor (i.e. cafe employee to cook manager and/or cook manager to principal). A steward may participate in this presentation. The building supervisor shall endeavor to settle the grievance in the informal session.

#### **Step Two:**

(A) If the grievance shall not have been settled at Step One, the aggrieved employee shall present his grievance in writing to the Director of Food Services. Within ten (10) days after receipt of such a presentation, the Director of Food Services shall hold a meeting, which meeting may be attended by the aggrieved employee, a steward, and the Committee’s representative as designated by the Superintendent of Schools.

(B) Within five (5) days after the conclusion of the Step Two meeting, the Director of Food Services shall submit a copy of his written decision of the grievance to the aggrieved employee, a copy to the Union, and a copy to the Committee’s Counsel for Collective Bargaining.

**Step Three:**

(A) If the grievance shall not have been settled at Step Two, the Union may present the grievance in writing to the Superintendent of Schools. The presentation shall be made within five (5) days after the date of the Director of Food Services decision at Step Two.

(B) Within ten (10) days after receipt of such a presentation, the Superintendent of Schools or their designee shall hold a meeting, which may be attended by the aggrieved employee, a steward, and another representative of the Union.

(C) Within five (5) days after the conclusion of the Step Three meeting, the Superintendent of Schools or their designee shall submit a copy of their written decision of the grievance to the aggrieved employee, a copy to the Union and a copy to the Committee's Counsel for Collective Bargaining.

**Step Four:**

If the grievance shall not have been settled at Step Three, the Union may in writing request a review hearing before the full school committee. The request for said hearing shall be made not later than five (5) days from receipt of the Superintendent of Schools or their designee's written decision as provided for in Step Three. The review hearing shall be held within thirty (30) days after the receipt of the written request for same from the Union. The decision of the Committee shall be communicated to the Union within five (5) days after the conclusion of its review hearing.

**Step Five:**

If the grievance shall not have been settled at Step Four, the Union may cause the grievance to go to binding arbitration. To do so, the Union shall, within thirty (30) days after the Union's receipt of the Committee's Step Four decision, file for binding arbitration with the American Arbitration Association.

The arbitrator shall be without power or authority to make any decision prohibited by law, or to add, alter, or modify this agreement. The decision of the arbitrator shall be final and binding.

The Committee shall pay one-half of the arbitrator's fees, expenses, and stenographic costs, if any are so chargeable, and the other half shall be paid by the Union.

**ARTICLE XVI**  
Continuity of Employment

U.T.L. and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this agreement. Neither U.T.L. or any of its members shall for the term of this agreement or pending negotiations of a new agreement engage in, instigate, or condone any strike, work stoppage, general sick-out, or any concerted refusal to perform normal work duties.

## **ARTICLE XVII**

### **Wages**

Wages shall be paid in accordance with the schedule attached hereto and entitled Appendix A and shall be effective as indicated therein.

In the contract year beginning July, 1989 the Step Two pay rate is applicable to permanent full-time employees (35) hours Employees who commenced employment on or before July 1, 1988. The Step One pay rate is applicable to all other permanent Employees.

Union agrees to receive their pay every two weeks at the Committee's option, beginning on the last day of the Contract; however, the Union has the option to delay implementation for six (6) months, which option must be exercised in writing by June 30, 2016.

On the day of the mid-point of the 2017/2018 work year, there shall be a 2% salary increase to all steps and lanes.

On the last day of the 2017/2018 work year, there shall be a 1% salary increase to all steps and lanes.

On the first day of the 2018/2019 work year, double senior steps.

On the day of the mid-point of the 2018/2019 work year, there shall be a 2% salary increase to all steps and lanes.

On the last day of the 2018/2019 work year, there shall be a 1% salary increase to all steps and lanes.

On the first day of the 2019/2020 work year, double senior steps.

On the day of the mid-point of the 2019/2020 work year, there shall be a 2% salary increase to all steps and lanes.

On the last day of the 2019/2020 work year, there shall be a 1% salary increase to all steps and lanes.

## **ARTICLE XVIII**

### **Seniority and Bidding of Jobs**

A. Promotions, transfers and matters covered by Civil Service Regulations shall be governed by Massachusetts General Laws Chapter 31 as amended.

B. An employee shall acquire seniority status upon the completion of thirty days employment and upon the completion of which his or her seniority shall date back to the first day of his or her employment in the School Department as a permanent employee in grade. Grade shall be the last position that the employee has been permanently appointed to.

1. Bidding of jobs will be governed by seniority of permanent employees with the approval of the School Committee.
2. When a school building is replaced by another school, the permanent employees of the former school shall have first choice of positions in the school used as a replacement subject to the approval of the School Committee.
3. Notices for bids must be posted in all schools seven days before the closing of the bid.
4. When vacancies occur in positions that have been filled by permanent employees or new permanent positions are created, the first employee on the seniority list in the grade shall be offered said job subject to the approval of the School Committee. The union shall receive prompt notice of all aforesaid vacancies or permanent new jobs, and it is agreed that action in filling such vacancies or new jobs will be instituted within five days thereafter. In the event the oldest permanent employee in point of service does not want five days and said position must be filled within an additional five days thereafter from the permanent employee seniority list, with the next senior permanent employee whom the committee deems qualified.
5. In all cases of permanent employees seeking an upgrading in position, their present experience including that of a temporary nature will be considered as a factor in all cases where the provisions of B4 of the Article so permit.
6. When it is determined by the Director of Food Services that a replacement is necessary for an employee absent due to sickness or other reasons the employee will be replaced by temporary help compensated at the Massachusetts minimum hourly wage rate. The temporary help shall be assigned a three (3) hour shift at the discretion of the Director of Food Services with input from the cook manager with regard to daily serving schedule. No other food service employee shall work or be compensated for hours in excess of their normal daily assigned hours.
7. JOB CLASSIFICATION: Effective July 1, 1986 all thirty-five hour per week positions shall be converted to permanent positions and shall be thereafter compensated as such.
8. Assignment shall be made without regard to the sex, sexual orientation, age, marital status, nationality, race, color, creed, or disability of the employee.
9. The Committee will create a program where courses will qualify for undergraduate credit towards a Bachelor's Degree or Associates Degree, to be run in conjunction with the Lowell Teacher Academy.

## **ARTICLE XIX**

### **Working Conditions**

1. There will be no discrimination upon a temporary worker returning from illness.
2. Summer employment positions shall be filled on a seniority basis in rotating order.
3. All cafeteria workers from the civil service list will have preference when filling in vacancies or temporary job openings when and if possible.
4. All cafeteria workers will be allowed to wear either uniforms or pant suits in the color of their choice.
5. All permanent employees shall be notified by mail from the employer informing them of the date of school opening at least two weeks prior to that date.

6. CLOTHING ALLOWANCE: Effective July 1, 2002, the annual clothing allowance shall be as follows:

- a. Full-time: \$400.00.
- b. Part-time (20-35-hour employee): \$250.00.
- c. Regularly scheduled employees working less than 20 hours: \$125.00.

The clothing allowance shall be paid in the first pay period in September in each contract year.

7. Working Conditions – School Functions (Article XIX S8). The Cook Manager shall be consulted, as far in advance as is reasonably possible, regarding the scheduling of any school function or building utilization that may reasonably be anticipated to affect or interfere with the regular preparation of school lunches. No Function or event shall be scheduled which interferes with the regular preparation of school lunches.

8. Working Conditions (Article XIX S9). Permanent employees shall progress from Step 1 to Step 2 of the salary schedule as of July 1<sup>st</sup> of the fiscal year next following permanent appointment.

9. Automobile Parking (Article XIX S10). Ten parking places in the George Ayotte Garage shall be provided at no cost to permanent cafeteria employees working at the High School. The High School Clerk shall assign the spaces.

Two parking places shall be provided at no cost to cafeteria employees at the McDonough School.

10. The parties agree to an annualized salary schedule for all permanent and regular employees. The annualized schedule shall include two weeks' vacation pay, holiday pay, and snow days as compensable upon the date of execution of this agreement. Employees entitled to additional vacation pay shall receive that pay in a lump sum in the last pay period of the school year. Employees may elect a 42-week or 52-week pay schedule.

11. All full-time permanent cafeteria employees shall be allowed two (2) days of paid personal leave. Such leave shall be requested forty-eight (48) hours in advance. No reason other than "leave for personal reasons" shall be required when requesting this leave. Personal days may not be used the day prior to or the day after a holiday or vacation. Such leave shall not be cumulative from year to year. At the conclusion of each school year, any unused personal days will be added to the worker's sick leave.

12. The Committee will fill positions with permanent employees which are unfilled (on June 26, 2017) with permanent employees.

13. Education of children of employees. The committee can no longer afford to educate the children of employees who reside outside of the City of Lowell. The Committee has given notice that it will end such courtesy at the end of this school year, as publicly voted and relayed by letter and bargaining proposals. However, considering its potential cost savings, the Committee will agree to extend this courtesy only for children who were enrolled in Lowell Public Schools on or before October 1, 2016 and have been continuously enrolled since then.

## **ARTICLE XX**

### **Reservation Clause**

The Committee reserves the right to set policies and regulations in all areas for which specific procedures or limits are not defined in this Agreement, including the right to engage persons or companies outside the Bargaining Unit for performing work which could be performed by employees within the Bargaining Unit provided such engagement does not result in a reduction in the size of the Bargaining Unit as it exists at the execution

of this Agreement. This Reservation Clause shall not prevent a proportionate reduction, in accordance with Civil Service procedure, in the size of the Bargaining Unit due to a school closing or decrease in student population of that school.

## **ARTICLE XXI**

### Effect of Agreement

The parties mutually agree that the terms and conditions set forth in this agreement constitute the entire agreement between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment or addendum hereto.

Should any Article, Section or Clause of this agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violates the law, but the remaining Articles, Sections and Clauses shall remain in full force and effect for the duration of this agreement, if not affected by the deleted Articles, Sections or Clause.

## **ARTICLE XXII**

### Back Support

An adequate supply of back support equipment shall be available in each kitchen in the school system.

## **ARTICLE XXIII**

### Just Cause

No cafeteria worker will be disciplined or discharged without just cause.

## **ARTICLE XXIV**

### Updates to Union

Lowell Public Schools shall send bi-weekly updates to the Union of changes in each bargaining unit, including, but not limited to, resignations, retirements, terminations, workers compensation, paid/unpaid leaves of absence, and other significant events which are already computed.



# APPENDIX A

Lowell Public Schools										
Cafeteria Workers										
July 1, 2017 to June 30, 2020										
		7/1/2017	1/1/2018	6/30/2017	7/1/2018	1/1/2019	6/30/2019	7/1/2019	1/1/2020	6/30/2020
		0.0%	2.0%	1.0%	0.0%	2.0%	1.0%	0.0%	2.0%	1.0%
<i>Title</i>	<i>STEP</i>		Mid Point			Mid Point			Mid Point	
Cook/Manager	1st	\$752	\$767	\$774	\$774	\$790	\$798	\$798	\$814	\$822
10 yr	2nd	\$755	\$770	\$778	\$782	\$797	\$805	\$813	\$829	\$838
15 yr	3rd	\$760	\$775	\$783	\$791	\$807	\$815	\$833	\$849	\$858
20 yr	4th	\$764	\$779	\$787	\$800	\$816	\$824	\$850	\$867	\$876
Cook/Manager STEM	1st	\$774	\$790	\$797	\$797	\$813	\$822	\$822	\$838	\$846
10 yr	2nd	\$778	\$793	\$801	\$805	\$821	\$829	\$837	\$854	\$862
15 yr	3rd	\$782	\$798	\$806	\$815	\$831	\$839	\$857	\$874	\$883
20 yr	4th	\$786	\$802	\$810	\$823	\$839	\$848	\$874	\$892	\$901
Cook/Manager - LHS	1st	\$810	\$826	\$835	\$835	\$851	\$860	\$860	\$877	\$886
10 yr	2nd	\$814	\$830	\$838	\$842	\$859	\$868	\$875	\$893	\$902
15 yr	3rd	\$818	\$835	\$843	\$852	\$869	\$877	\$895	\$913	\$922
20 yr	4th	\$823	\$839	\$847	\$860	\$877	\$886	\$913	\$931	\$940
Café Permanent 1	1st	\$565	\$576	\$582	\$582	\$594	\$600	\$600	\$612	\$618
10 yr	2nd	\$569	\$580	\$586	\$590	\$601	\$608	\$615	\$628	\$634
15 yr	3rd	\$573	\$585	\$591	\$599	\$611	\$617	\$635	\$648	\$654
20 yr	4th	\$577	\$589	\$595	\$608	\$620	\$626	\$652	\$665	\$672
Café Permanent 2	1st	\$588	\$600	\$606	\$606	\$618	\$624	\$624	\$637	\$643
10 yr	2nd	\$592	\$604	\$610	\$614	\$626	\$632	\$640	\$653	\$659
15 yr	3rd	\$597	\$609	\$615	\$623	\$636	\$642	\$660	\$673	\$680
20 yr	4th	\$601	\$613	\$619	\$632	\$644	\$651	\$677	\$691	\$698
Cafeteria employee temp 2 hours	1st	\$140	\$142	\$144	\$144	\$147	\$148	\$148	\$151	\$153
10 yr	2nd	\$143	\$146	\$148	\$151	\$154	\$156	\$164	\$167	\$169
15 yr	3rd	\$148	\$151	\$152	\$161	\$164	\$166	\$183	\$187	\$189
20 yr	4th	\$152	\$155	\$157	\$169	\$173	\$175	\$201	\$205	\$207
Cafeteria employee temp 3 hours	1st	\$209	\$213	\$215	\$215	\$219	\$221	\$221	\$226	\$228
10 yr	2nd	\$212	\$217	\$219	\$223	\$227	\$229	\$237	\$242	\$244
15 yr	3rd	\$217	\$221	\$223	\$232	\$237	\$239	\$257	\$262	\$264
20 yr	4th	\$221	\$225	\$228	\$241	\$245	\$248	\$274	\$280	\$282
Cafeteria employee temp 4 hours	1st	\$278	\$283	\$286	\$286	\$292	\$295	\$295	\$301	\$304
10 yr	2nd	\$281	\$287	\$290	\$294	\$300	\$303	\$310	\$317	\$320
15 yr	3rd	\$286	\$292	\$295	\$303	\$309	\$312	\$330	\$337	\$340
20 yr	4th	\$290	\$296	\$299	\$312	\$318	\$321	\$348	\$354	\$358
Cafeteria employee temp 4.5 hours	1st	\$312	\$319	\$322	\$322	\$328	\$332	\$332	\$338	\$342
10 yr	2nd	\$316	\$322	\$326	\$329	\$336	\$339	\$347	\$354	\$358
15 yr	3rd	\$321	\$327	\$330	\$339	\$346	\$349	\$367	\$374	\$378
20 yr	4th	\$325	\$331	\$335	\$347	\$354	\$358	\$384	\$392	\$396
Cafeteria employee temp 5 hours	1st	\$347	\$354	\$357	\$357	\$365	\$368	\$368	\$376	\$379
10 yr	2nd	\$351	\$358	\$361	\$365	\$372	\$376	\$384	\$391	\$395
15 yr	3rd	\$355	\$362	\$366	\$374	\$382	\$386	\$403	\$411	\$416
20 yr	4th	\$359	\$367	\$370	\$383	\$391	\$395	\$421	\$429	\$434

# APPENDIX A

Lowell Public Schools											
Cafeteria Workers											
July 1, 2017 to June 30, 2020											
		7/1/2017	1/1/2018	6/30/2017	7/1/2018	1/1/2019	6/30/2019	7/1/2019	1/1/2020	6/30/2020	
		0.0%	2.0%	1.0%	0.0%	2.0%	1.0%	0.0%	2.0%	1.0%	
<b>Title</b>	<b>STEP</b>	Mid Point				Mid Point			Mid Point		
Cafeteria employee temp 6 hours	1st	\$416	\$424	\$429	\$429	\$437	\$442	\$442	\$450	\$455	
10 yr	2nd	\$420	\$428	\$432	\$436	\$445	\$449	\$457	\$466	\$471	
15 yr	3rd	\$424	\$433	\$437	\$446	\$455	\$459	\$477	\$486	\$491	
20 yr	4th	\$428	\$437	\$441	\$454	\$463	\$468	\$494	\$504	\$509	
Cafeteria employee temp 6.5 hours	1st	\$451	\$460	\$464	\$464	\$474	\$478	\$478	\$488	\$493	
10 yr	2nd	\$454	\$463	\$468	\$472	\$481	\$486	\$494	\$504	\$509	
15 yr	3rd	\$459	\$468	\$473	\$481	\$491	\$496	\$513	\$524	\$529	
20 yr	4th	\$463	\$472	\$477	\$490	\$500	\$505	\$531	\$542	\$547	
Call-in Cafeteria employee Per hour	1st	11.00	11.00	11.00	12.00	12.00	12.00	12.00	12.00	12.00	
Cafeteria Temp 3.5 hrs 17.5	1st	\$243	\$248	\$251	\$251	\$256	\$258	\$258	\$263	\$266	
10 yr	2nd	\$247	\$252	\$254	\$258	\$263	\$266	\$274	\$279	\$282	
15 yr	3rd	\$252	\$257	\$259	\$268	\$273	\$276	\$293	\$299	\$302	
20 yr	4th	\$256	\$261	\$263	\$276	\$282	\$285	\$311	\$317	\$320	
Driver	1st	\$621	\$633	\$639	\$639	\$652	\$659	\$659	\$672	\$679	
10 yr	2nd	\$624	\$637	\$643	\$647	\$660	\$667	\$674	\$688	\$695	
15 yr	3rd	\$629	\$642	\$648	\$656	\$670	\$676	\$694	\$708	\$715	
20 yr	4th	\$633	\$646	\$652	\$665	\$678	\$685	\$711	\$726	\$733	
2017-2018 January 1											
10 yrs	\$ 156.00	3.63	3.66	3.74	3.77	7.55	7.70	7.78	15.56	15.87	16.03
15 yrs	\$ 352.00	8.19	8.27	8.43	8.52	17.04	17.38	17.55	35.10	35.80	36.16
20 yrs	\$ 528.00	12.28	12.40	12.65	12.78	25.55	26.06	26.32	52.65	53.70	54.24

## Appendix B - Grievance Report Form

### GRIEVANCE REPORT FORM

Complete where applicable – submit in triplicate. If more space is needed use reverse side.

A. Date grievance occurred: \_\_\_\_\_

Brief description thereof: \_\_\_\_\_

Signed: \_\_\_\_\_ Grievant or Steward

2. **Step One:** Date of presentation to immediate supervisor: \_\_\_\_\_

Disposition: \_\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_ Immediate Supervisor  
Grievant or Steward

3. **Step Two:** Date of presentation to Director of Operations: \_\_\_\_\_

Disposition: \_\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_ Director of  
Operations Grievant or Steward

4. **Step Three:** Date of presentation to Superintendent of Schools: \_\_\_\_\_

Disposition: \_\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_  
Superintendent/Designee Grievant or Steward

5. **Step Four:** Date of written hearing request to School Committee: \_\_\_\_\_

Date of School Committee meeting with U.T.L.: \_\_\_\_\_ Disposition:  
\_\_\_\_\_ Signed:  
\_\_\_\_\_

\_\_\_\_\_ Signed: \_\_\_\_\_

Chrm. School Committee Steward U.T.L.

6. **Step Five:** Date written grievance referred to binding arbitration: \_\_\_\_\_

Signed: \_\_\_\_\_ Steward U.T.L..

7. Date of Binding Arbitration Hearing: \_\_\_\_\_

Disposition: Date Arbitrator's binding decision received: \_\_\_\_\_

Signed: \_\_\_\_\_ Superintendent of Schools

(Copy of Arbitrator's binding decision attached)

SIGNATORY CLAUSE

In witness thereof, the parties to this agreement have caused these present to be executed by themselves or their agents duly authorized this 26th day of June 2017.

FOR LOWELL SCHOOL COMMITTEE:

*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR UNITED TEACHERS OF LOWELL:

*[Handwritten signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# **COLLECTIVE BARGAINING**

# **AGREEMENT**

between

**THE LOWELL SCHOOL COMMITTEE**

and

**United Teachers of Lowell**

**~ CAFETERIA EMPLOYEES ~**

**July 1, 2017 - June 30, 2020**

**COLLECTIVE  
BARGAINING AGREEMENT  
between the  
LOWELL SCHOOL COMMITTEE  
and  
U.T.L. CAFETERIA EMPLOYEES**

After having bargained collectively, the Lowell School Committee and the United Teachers of Lowell, Local 495, AFT Massachusetts, AFL-CIO, Cafeteria Employees, hereby agree that their current collective bargaining agreement, which agreement expired by its own terms on June 30, 2017, shall be and hereby is amended as follows, all terms not so amended to remain in full force and effect as presently worded.

**PRINTING OF THE CONTRACT**

The Lowell School Committee and U.T.L. shall share equally the costs of printing the contract books for the Lowell School Committee and U.T.L.

**AGREEMENT**

**PREAMBLE**

Whereas, the School Committee of the City of Lowell, Massachusetts, hereinafter referred to as the Committee and the United Teachers of Lowell, hereinafter referred to as the Union, recognize that the development of an efficient cafeteria work force is a common responsibility that can best be attained when each group utilizes that ability, experience, and judgment of the other, and whereas, it is acknowledged by both parties to this agreement of their intent and purpose to reach an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into an agreement covering wages, hours, standards of productivity and other conditions of employment, NOW, THEREFORE, the following agreement is made and entered into this 26<sup>th</sup> day of June, 2017 between the Committee and Union.

**ARTICLE I**

Recognition

The Lowell School Committee, for the purpose of collective bargaining with respect to rates of pay, wages, hours and other terms and conditions of employment, recognizes the United Teachers of Lowell, Local 495, AFT Massachusetts, AFL-CIO, as the exclusive representative of the persons in the bargaining unit consisting of all full-time and regular part-time school cafeteria employees, including drivers, café workers, and cook managers, but excluding the Food Service Director and the Food Service Supervisor, and all supervisory, managerial, confidential, or casual employees, and all other employees of the Lowell Public Schools.

## **ARTICLE II**

### **Contract Period and Negotiations**

Subject to Massachusetts General Laws as amended Chapter 150E, Section 4, this agreement shall continue in full force and effect from July 1, 2017 to June 30, 2020.

Negotiations for a successive agreement will commence upon due notice by either party to the other on or after January 1, 2020, but the terms for the present contract will remain in full force and effect pending a successive agreement being executed as to covered employees.

The Lowell School Committee and U.T.L. shall share equally the costs of printing the contract books for the Lowell School Committee and U.T.L.

## **ARTICLE III**

### **Employee Retention of Rights**

Subject to Massachusetts General Laws, Chapter 150E, this agreement shall not be construed to deprive employees of any benefits or protection granted by the Laws of the Commonwealth of Massachusetts.

## **ARTICLE IV**

### **Employer Retention of Rights**

Except as may be provided otherwise in this agreement, recognition is afforded to the inherent right of the School Committee and its management as to the sole responsibility and authority as to the promotion, assignment and transfer of employees covered by this agreement.

## **ARTICLE V**

### **Union Dues Deduction**

A. For the duration of this agreement or such time as U.T.L. shall be certified as the exclusive bargaining agent for the employees covered by this agreement, whichever occurs first, the Committee agrees to deduct from the pay of union members when so authorized voluntarily and in writing by said union members, union dues as designated in said written authorization subject to cancellation thereof as provided for in sub-section C of Article V.

B. Said union dues deduction as authorized shall be deducted from employee's earnings once a month and shall be remitted to the Treasurer of U.T.L. by the tenth day of the month following said deduction together with a monthly listing showing amount of dues deducted from each employee providing said union treasurer has posted bond as required by law.

C. Said authorization of union dues deduction from earnings may be cancelled by an employee upon written notice to the Treasurer of U.T.L., to the City Treasurer, and to the Committee. Said cancellation notice shall be made by registered mail, return receipt requested. The cancellation of dues authorization shall be effective at the end of the third