

AGREEMENT BETWEEN
THE WINTHROP SCHOOL COMMITTEE
AND
WINTHROP SCHOOL
CAFETERIA/FOOD SERVICE EMPLOYEES
SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 888



WINTHROP, MASSACHUSETTS

July 1, 2015 – June 30, 2018

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ARTICLE 1 - AGREEMENT

This Agreement is made and entered to be effective on July 1, 2015 unless otherwise indicated, by and between the School Committee of the Town of Winthrop (hereinafter referred to as the "Committee") and Winthrop Cafeteria Employees (hereinafter referred to as the "Union").

ARTICLE 2- INTENT AND PURPOSE

The general intent and purpose of this Agreement is in the mutual interests of the Town and Cafeteria Employees, to provide for the operation of our school lunchrooms under methods which will further to the fullest extent possible the safety, welfare, and health of the schoolchildren of the Town of Winthrop under conditions which will insure economy of operation, quality and quantity of performance.

By the consummation of this Agreement, the parties seek to continue and promote harmonious relations and mutual cooperation between the Committee and the Union; to formulate work rules to govern the relationship; to insure the uninterrupted operation of the facilities; to set forth the agreement of the parties with respect to rates of pay, hours of work and conditions of employment under which members represented by the Union perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the educational system in the Town of Winthrop. In seeking to achieve these goals, the parties acknowledge that the Committee has and must retain complete authority over the policies and administration of the schools, which it exercises under law, except as expressly modified by a specific provision of this Agreement.

ARTICLE 3- RECOGNITION

Section 1. Subject to any applicable provisions of State or Federal Law, or regulations now or hereafter in effect, the Committee recognizes the Union as the exclusive bargaining agent in respect to wages, hours and terms and conditions of employment for all employees, as defined by the Department of Labor Relations in Case No. MCR-4811 in a unit consisting of:

All full-time and regular part-time cooks, cafeteria helpers, and helpers serving as cashiers, dish room helpers, and teachers' room helpers; but excluding the Food Service Director, and all managerial, confidential, casual, and substitute employees, and all other employees of the Winthrop School Department.

The position of van driver for the Winthrop School Department shall be removed from the custodial bargaining unit and placed in the cafeteria workers bargaining unit effective with the termination/resignation/retirement of the incumbent van driver.

Section 2. This Agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement only.

No prior agreements or understandings, oral or written, shall be controlling or in any way effect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to discuss with the Union any modifications or addition to this Agreement which are to be effective during the term thereof. No change or modification of this agreement shall be binding on either the Committee or the Union unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE 4 - NO DISCRIMINATION

Section 1. There shall be no discrimination, interference, restraint, or coercion by the Committee or the Union or their respective agents against any employee because of membership or non-membership in the Union.

Section 2. The Union agrees to represent all employees covered in this unit without regard to membership or participation in, or association with the activities of the Union, or any other employee organization, and to continue to admit said persons to membership without qualification, other than the payment of periodic dues or initiation fees regularly required by the Union. There shall be no discrimination by either party against any employee because of race, creed, color, sex or age.

Section 3. Any person who files a discrimination or retaliation claim at the MCAD, EEOC, DLR, any court, or any other forum shall have no recourse to the grievance and arbitration procedure set forth in Article 10 with regard to the employment actions or subject matters on which the claim is based. If an employee files a discrimination or retaliation claim before or at any time after the filing of a grievance concerning the employment actions or subject matters on which the claim is based, the Union shall withdraw the grievance forthwith and an arbitrator shall be without power to consider, decide, or award relief on the grievance. Such arbitration shall not be scheduled for hearing sooner than 300 days after the original grievance filing date unless the Committee agrees to the earlier date.

ARTICLE 5 - DUES DEDUCTION

The Committee agrees that effective on the signing of this agreement it will deduct membership dues from the wages of any employee in the unit who has voluntarily submitted a written authorization in the form set forth on the next page.

The Treasurer of the Town of Winthrop, after such deductions are made, will remit a monthly basis monies deducted to Financial Manager, SEIU Local 888, 529 Main Street, Suite 222, Charlestown, MA 02129.

The employer will make no deduction on account of assessments for back dues. The form of written authorization to be honored by the employer for the deduction of union dues shall be supplied by the Union.

The amount so deducted will be permitted in accordance with such authorization, provided that the Committee shall be under no obligation to make any such deduction as aforesaid after the termination of the term of this Agreement, if not extended during negotiations, and provided that the Committee may cease making such deduction at any time upon behalf of any employee upon timely receipt by the Superintendent of Schools of a revocation of the authorization from the employee.

Request and authorization for voluntary allotment of compensation for payment of employee organization dues and request the SEIU to act as my exclusive collective bargaining agent.

Name of employee (print-last name, first, middle)

Identification No. (Social Security or other)

Home Address (street and number) (City and State) Zip Code

Agency (include bureau, division, branch or other designation)

Section A – For use by employee organization

Name of employee organization (include local branch, lodge, or other appropriate identification)

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888

I hereby certify that the regular dues of this organization for the above-named member are currently established at 1.6% per week.

Signature and title of authorized official, president or treasurer. Date.

I HEREBY AUTHORIZE THE ABOVE NAMED AGENCY TO DEDUCT FROM MY PAY EACH PAY PERIOD, OR THE FIRST FULL PAY PERIOD OF EACH MONTH, THE AMOUNT CERTIFIED ABOVE AS THE REGULAR DUES AND TO REMIT SUCH AMOUNTS TO THAT EMPLOYEE ORGANIZATION IN ACCORDANCE WITH ITS ARRANGEMENTS WITH MY EMPLOYING AGENCY. I FURTHER AUTHORIZE ANY CHANGE IN THE AMOUNT TO BE DEDUCTED WHICH IS CERTIFIED BY THE ABOVE NAMED EMPLOYEE ORGANIZATION AS A UNIFORM CHANGE IN ITS DUES STRUCTURE.

SIGNATURE OF EMPLOYEE:

DATE:

The Committee will incur no liability for loss of dues monies after depositing same properly addressed as directed to the Union in the United States Mail.

The Union shall indemnify and save the Committee and/or the Town of Winthrop harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this section.

ARTICLE 6 - AGENCY SERVICE FEE

Section 1. Pursuant to General Laws, Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, or the effective date of this agreement, whichever is later, each and every member of the bargaining unit shall pay to the Service Employees International Union an agency service fee which shall be proportionally commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted at each pay period.

Section 2. In consideration of the School Committee's agreement to an agency fee provision, the Union hereby agrees to indemnify the School Committee, its agents, officers and employees and hold them harmless from any and all claims, demands, suits, back pay, interest, or other form of liability however denominated which may arise out of, or by reason of any action by the School Committee, its agents, officers and employees in entering into or taken to enforce, or defend its enforcement of, said provision including discharge for non payment, including all legal fees, costs and damage awards incurred by the School Committee, its agents, officers and employees.

Section 3. No request to dismiss or suspend an employee for nonpayment of an agency service fee shall be honored so long as there is a dispute before the Department of Labor Relations or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with the provisions of G.L. Chapter 150E, Section 12 and 456 CMR 17:00.

ARTICLE 7 - UNION ACTIVITY

Section 1. Except to the extent expressly permitted in Article 10 (Grievances) or except as expressly approved by the Superintendent of Schools, no member of the Union shall conduct union business on school property.

The Committee will provide space on which the Union may erect a bulletin board. The purpose of the board will be for posting of notices by the Committee or the Union. No notices shall be posted thereon unless it has been signed by a duly authorized representative of the Union after it has been first submitted to the Administration.

The content of such notices shall be limited to announcements of recreational or social events, announcements of elections, appointments, results of elections, announcements of meetings, posting of openings. No notice shall contain material of a controversial or offensive nature.

Union officers and stewards shall be granted up to three (3) days unpaid leave per year for the purposes of attending Union meetings or trainings.

ARTICLE 8 - RIGHTS OF THE COMMITTEE

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Winthrop in the Committee for the quality of education in, and the efficient and economical operation of the Winthrop School System, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this Agreement, the Committee and Superintendent retain all rights and powers that they have or may hereafter be granted by law in managing the School Department and directing the working force and may exercise the same at its discretion without any such exercise being made the subject of a grievance except as expressly provided herein.

Said rights and powers include but are in no way to be construed as limited to; the establishment of rules and regulations; the right to determine the extent of which work will be performed by members of the bargaining unit; the right to hire, fire, suspend, or in any other manner discipline for just cause; to classify, promote, demote, transfer permanently or temporarily; to determine hours for and the number of employees required at any location; to assign an employee to any location; to determine the qualifications and competence of; to evaluate the performance of; to assign any added, lessened or differed work or responsibility to; to set standards and requirements applicable to and make determination of the steps and the eligibility for any wage increases for; to make any pay deduction because of absence, or failure to perform work by, any employee covered by this Agreement, and to introduce new or to change existing operational methods.

The above rights are reserved exclusively and solely as prerogatives of the Committee and Superintendent subject only to such limitation as are expressly provided for in this Agreement.

Privatization and Contracting Out: In the event the Employer explores the privatization and contracting out of any of the current food service operations, in whole or in part, such privatization or contracting out shall be subject to the following provisions:

- a. In the event a contract is awarded to an outside vendor, the Committee will recommend that current active employees shall be given hiring preference by such vendor.
- b. The committee shall not prohibit any contractor from hiring unit employees unless law or ethics policies prohibit it.
- c. The Committee shall provide the Union with thirty (30) days prior notice of its decision to award such contract to an outside vendor.

- d. The Committee shall pay each bargaining unit employee in full for any accrued unused vacation.

ARTICLE 9 - SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into the immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of the invalidity or restraint.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1. For the purposes of this Agreement, a grievance shall be defined as a complaint between the Committee and the Cafe Employee involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

Section 2. A grievance must be presented within ten (10) school days of the time of the occurrence of the alleged contract violation and must be processed in accordance with the steps, time limits, and conditions set forth below in this Article:

1. The employee shall take up the grievance or dispute in writing to the Food Service Director within ten (10) school days of the occurrence giving rise to the grievance. The Director shall attempt to adjust the matter and shall respond in writing within ten (10) school days. If the grievance is not satisfactorily settled at this step;

2. It may be presented in writing to the Superintendent of Schools within ten (10) school days after the Food Service Director's response is due. The Superintendent or his designee shall respond in writing within five school days.

In the event the Superintendent determines that a meeting is called for, he shall decide whether the discussion shall take place during working hours or not. If the matter is not satisfactorily settled at this step, it may be;

3. Appealed in writing within five school days after receipt of written answer of the Superintendent by the employee to the Committee. The Committee or its designated

representative and the employee, and if the employee so elects, counsel, shall meet to discuss the grievance as promptly as possible, normally within 14 school days, at a time designated by the Chairman of the School Committee.

If any person or persons are to represent or appear with the employee at this meeting, the School Committee will be informed in writing three days prior to the meeting the names and titles of such persons. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours or not.

The School Committee will give its written answer to the grievance within ten school days following the conclusion of the meeting. If the Superintendent and the School Committee appoint a designee under this Section, it shall not be the same person for both steps.

Section 3. A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall be ineligible for further appeal. Failure of the School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties in writing.

ARTICLE 11 - ARBITRATION

Section 1. In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure:

The arbitrator is to be mutually selected by the Committee and the Union. If the Committee and the Union cannot agree within seven school days after written notice of intent to arbitrate has been received from the Union, then the Union shall within five (5) school days thereafter request the American Arbitration Association or Labor Relations Connection to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

Section 2. Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expense (if any) of the arbitrator shall be shared equally by the parties provided that the obligation of the Committee to pay shall be limited to the obligation which the Committee can legally undertake in that connection.

In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this Agreement. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Section 3. Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves only an alleged specific and direct violation of express language of a specific provision of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The parties are agreed that no restrictions are intended on the rights and powers of the Committee except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence, and contentions as presented by the parties during the arbitration proceedings.

Section 4. Subject to the limitations in Section 3, the decision of the arbitrator shall be final and binding upon the parties hereto and upon any employee or employees affected thereby.

Section 5. The parties may by mutual agreement submit more than one pending grievance to the same arbitrator.

ARTICLE 12 - VACANCIES AND TRANSFERS

In filling full-time and part-time vacancies in the Unit, due consideration will be given to the requests of the Cafeteria Workers and their length of service within the System for transfers to newly created or open positions.

Notices of all such vacancies will be posted upon the Bulletin Board. Said notices will contain the date by which applications for such positions or transfers must be submitted.

Regular part-time helpers will be given first consideration for any new positions resulting from expanded cafeteria facilities or vacancies in the current positions.

It is recognized that the final decision as to whether an individual will be transferred or where a new employee will be located must rest with the Principal of the School, subject to the review and approval of the Superintendent of Schools.

If the individual contends that the decision of the Superintendent is arbitrary or discriminatory and bore no valid relationship to the efficiency of the lunchroom operations, he may request and obtain a hearing before the School Committee.

ARTICLE 13- WORK YEAR – HOURS OF WORK

Section 1. This Article is intended to set forth the basic work year and hours of work of cafeteria personnel, but shall not be construed as limiting or determining the nature of the shift arrangements or the day or hour on which any particular employee shall begin or end, or as a restriction on the Committee's right to require work in excess of any specified periods.

Section 2. The work year for cafeteria personnel shall begin on the day prior to the first day of school for students, and end no later than the last day of school for students.

Section 3. The normal workday for full-time employees is 7 or more hours per day, including a fifteen (15) minute coffee break.

The work schedule for regular part-time employees will be established by the Food Service Director in accordance with his or her requirements.

Section 4. All cafeteria personnel shall sign in upon arrival at school. No cafeteria personnel shall leave the school premises during working hours without the express written permission of the Food Service Director or, in his or her absence, the Principal of the building.

Section 5. Cafeteria personnel will not be expected to report to work on any day in which school is canceled in the building where they are assigned due to adverse weather conditions.

Cafeteria personnel will not be expected to report to work on holidays or during vacation periods when school is not in session, but may be asked to fill in or cover a special event. Employees shall be compensated for such events as specified in Article 17, Sections 3 and 4.

ARTICLE 14 - JURY DUTY

Section 1. In the event that any full-time or part-time employee covered by this Agreement is required to perform and does perform jury service, and in the event that the total weekly earnings of the employee, including compensation for work performed for the Town of Winthrop and compensation for such jury service is less than his/her regular compensation, the Committee agrees to pay to the employees the difference between his/her actual weekly earnings and what she/he would have earned if she/he had performed such number of hours for the Town.

Section 2. As a condition of receiving such payment, the employee agrees that if during jury service she is discharged for the day during regular working hours, she will report to the Food Service Director for such work as may be assigned.

Section 3. An employee performing such jury service who desires the benefit of this article shall be required to present weekly to the School Department a certificate signed by the Clerk of Courts or other proof reasonably satisfactory to the Committee as to the time spent by the employee in such jury service during the week and the amount of compensation received therefore.

ARTICLE 15 - BEREAVEMENT LEAVE

Section 1. Any full-time employee covered by this Agreement is entitled to a leave of absence, without loss of pay, of up to three consecutive days ending on the date of the funeral, in case of death in the immediate family.

Section 2. The purpose of this leave is only to attend the funeral or to attend to family or personal matters arising as a result of the death.

Section 3. Part-time employees who are regularly scheduled to work 15 hours or more per week shall be entitled to a one day leave of absence to the funeral of a member of the immediate family.

Section 4. The term "immediate family" shall include only the employee's spouse, child, father, mother, sister, brother, grandparents, step-child, mother-in-law, father-in-law or grandparents of his/her spouse.

Section 5. Full time employees shall receive one (1) day with pay for the death of sister –in – law, brother-in-law, aunt and uncle. The day shall be the day of the funeral.

ARTICLE 16 - SICK LEAVE

Section 1. Full-time cafeteria personnel who work 7 or more hours will earn and accrue one day of sick leave for each calendar month worked, up to twelve (12) days per year. Part-time employees who work 4 to 6 1/2 hours per day will earn and accrue two-thirds of a sick day per month of the school year up to six (6) days per school year. Part-time employees who work 2 to 3 1/2 hours will earn and accrue two-thirds of a sick day per month of the school year up to six (6) days per year.

Section 2. Unused sick leave will accumulate from year to year up to a maximum of (100) workdays as of the beginning of any calendar year.

Section 3. Sick leave with pay shall be granted to employees when they are incapacitated by their own sickness or injury, or for that within their immediate family.

Sick leave will, also, be granted in cases where exposure to contagious diseases or the presence of the cafeteria employer at her post of duty would, in the opinion of the Committee, jeopardize the health of others. Sick leave is not to be permitted for any other purpose.

Section 4. Employees shall notify the Food Service Director on the first day of absence due to non-service connected sickness or injury stating the nature of the sickness or injury, the time expected to be incapacitated, and the date on which they expect to return to work.

All absences which exceed two days will be checked by the Food Service Director. If a doctor has been called in by the employee, the Supervisor shall also check with the doctor.

Absences for periods of three days' duration or more or absences of two days which occur more than twice in a school year will be paid for only on submission of a doctor's certificate satisfactory to the Superintendent of Schools. If the Committee determines it to be in the best interests of the Town, the Superintendent shall have an independent doctor make an examination and report. The costs for such an examination shall be borne by the Town.

Section 5. Except as specified under Wages, Section 2, employees whose services are terminated for any reason shall not be entitled to compensation in lieu of sick leave not used. Except on reinstatement after an approved leave of absence, no sick leave credit for prior employment will be allowed to any employee rehired after termination of services.

Sick leave earned following return to duty after a leave of absence without pay shall not be applied against such leave of absence.

Section 6. Sick leave credits will begin at once for a person starting work on the first working day of the calendar month; otherwise, credits will begin to accumulate on the first day of the month following employment, and will accumulate for each calendar month thereafter.

Section 7. Unauthorized absence or abuses of sick leave are grounds for disciplinary action up to discharge.

Section 8. Any full-time employee covered by the Article who is absent from work due to a work connected accident or disability and who is receiving worker's compensation may, at her option, turn in her compensation check and receive her regular weekly pay, in exchange for a deduction of 1/2 day of sick leave for each day absent to the extent she has such credits available.

Section 9. Sick leave pay is only for absence due to non-work incurred illness or injury and is not to be used as holiday or vacation time. Sick leave benefits may not be paid for the day before or the day after a scheduled day off, holiday, or vacation unless the employee is able to satisfactorily verify such illness and inability to work with a physician's verification. The employee may be required to produce such verification within seven (7) workdays, failing which the employee will lose pay for that day. If already paid the employer shall deduct such day from the subsequent payroll check.

ARTICLE 17 - WAGES

Section 1. Effective at the execution of this contract, the following service differentials will be added to the annual salary for full-time personnel in this Unit:

<i>Years of Continuous Service</i>	<i>Differential Per Year</i>
10	\$250.00
20	\$400.00
30	\$600.00

Section 2. In recognition of dedicated service to the Winthrop School Department, any full-time employee covered by this Agreement who has worked for the Winthrop School System for twenty years may obtain an increase in compensation in the final year by following the procedure set forth below.

Eligible employees who desire to participate in this program will notify the Superintendent of Schools by November 1 of the calendar year prior to that in which they intend to retire. If such notice is submitted in writing by November 1, then at the commencement of the final calendar year all accumulated sick leave (except that which is to be credited monthly during the final year) shall be wiped off the books and in lieu thereof the hourly rate of the individual concerned will be increased as of January by an amount equal to \$20.00 per day for each day of sick leave surrendered.

In the event the individual fails to retire immediately upon the conclusion of the calendar year for which the money is appropriated (unless prevented from doing so by death) the employee will

agree in writing to pay the Town of Winthrop the differential between the earnings which she/he actually received under the provisions of this Section and that which she/he would have received had she/he not submitted the intention to retire, said amount to be deducted from the final paychecks of the calendar year.

In the event the individual determines to retire at a time other than the end of the calendar year the provisions of this Section may be altered to provide said increase in pay for the final twelve month period of employment provided that notice is given to the Committee in sufficient time to make the appropriation for such increase.

Section 3. In the event an employee in this Unit is requested to work on New Teachers' Orientation Day or to work at a special function, the hourly rate of pay will be one and one half times the regular rate, with a minimum guarantee of two (2) hours work.

Section 4. Employees called into work by the Food Service Director will receive a minimum of two (2) hours' work.

Section 5. When an employee is assigned temporarily to a higher rated position, she shall receive an additional two dollars (\$2) per hour or the rate of the employee for whom she is filling in, whichever is the lesser amount.

Section 6. The wage schedule of employees covered by this Agreement is set forth in Appendix A.

ARTICLE 18 - PERSONAL LEAVE

In each school year up to three (3) days may be utilized for imperative personal business which could not be effectively conducted outside of the school hours. The first two (2) days will be exclusive of sick leave and the third will be deducted from sick leave.

Reasons for such leave must be made in writing to the Superintendent of Schools as soon as possible and not less than 48 hours before the absence occurs whenever possible. This leave shall not be requested so as to extend a holiday or vacation period. Approval of such leave shall not be unreasonably withheld.

ARTICLE 19 - INSURANCE BENEFITS

Employees who work twenty (20) hours or more per week will be eligible to participate in the Health Insurance Plan(s), Life Insurance Plan and Accidental Death and Dismemberment Plan offered by the Town of Winthrop.

On the date of retirement, Life Insurance may be continued in the amount of \$1,000 fully paid by the retiree.

For the retired employee, the Hospital-Surgical-Medical coverage may be continued through the Group Insurance Commission. If an individual does not desire to remain in the Insurance Plan, the retired employee may secure his Hospital, Surgical and Medical coverage under any conversion contract offered.

The Town of Winthrop now participates in the Group Insurance Program. In the event the Town alters its insurance benefits for all Civil Service Personnel, said changes will be reflected in this Article. It is understood that the School Department's only obligation hereunder is the making of payroll deductions where required.

ARTICLE 20 - HEALTH AND SAFETY

Section 1. The parties agree to abide by all regulations of the Department of Health, of the Town of Winthrop, of the Commonwealth of Massachusetts and of the Department of Public Safety.

ARTICLE 21 - UNIFORM ALLOWANCE

All managers and permanent employees who work more than 30 hours will receive \$275.00 a school year for clothing allowance.

All part-time employees who work 25 hours to 30 hours will receive \$175.00 a school year for clothing allowance.

All part-time employees who work 10 hours to 24 3/4 hours will receive \$150.00 a school year for clothing allowance.

Employees in this bargaining unit who are entitled at the signing of this Agreement to receive a higher amount than set out above shall continue to receive that uniform allowance.

The Employer shall have the right to prescribe the clothing and shoes to be worn by each employee on duty. Failure to wear prescribed clothing may result in disciplinary action. The uniform standard is to consist of plain black slacks, a black collared shirt, a black visor worn in additions to a hair new, a hairnet alone or a black baseball cap, white apron for food presentation, black apron for service, and slip resistant shoes. Slip resistant shoes must display the words slip resistant (or similar verbiage) or management must be shown packaging materials that came with the shoes that clearly states that they are slip resistant.

For Fiscal Year 2016 only the uniform allowance set out in this article shall be increased fifty (50) dollars at each level and shall be paid to the employees in a separate check minus state and federal taxes. During the last two years of this agreement the uniform allowance shall be paid as a reimbursement as set out below.

Effective July 1, 2016 the uniform allowance to be paid out under the first three (3) paragraphs of this Article shall be paid to the employee as a reimbursement. The employee shall be reimbursed up to the value of the applicable uniform allowance upon submission by the employee of a receipt for the purchase of approved uniform clothing.

ARTICLE 22 - VACATION PAY

Vacation pay will cover employees who work at least twenty (20) hours per week and have completed one (1) year of continuous service. The managers at the elementary schools and the High School will receive two (2) weeks of vacation per year.

All Managers will be eligible for three (3) weeks vacation per year after completing five (5) years of service as a Manager.

Vacation time can only be used when school is not in session (i.e. summer vacation and school vacation weeks), or to supplement an extended medical leave when sick leave has been exhausted.

Employees in this bargaining unit who are entitled at the signing of this Agreement to receive more vacation than set out above shall continue to receive that vacation allotment.

All other employees are not eligible for vacation.

ARTICLE 23 - HOLIDAY PAY

All employees who work 20 to 34 hours per week and have completed one (1) year of continuous service shall receive five (5) paid holidays. Three (3) holidays shall be Thanksgiving, Christmas and New Year's Day; two (2) shall be floating holidays.

All managers and employees who work 35 or more hours per week and have completed one (1) year of continuous service shall receive the following 10 paid holidays per year:

Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, MLK Jr. Day, Evacuation Day, Patriots Day, Memorial Day and Bunker Hill Day OR Labor Day (depending on which falls within the school year).

Employees in this bargaining unit who are entitled at the signing of this Agreement to receive more holidays than set out above shall continue to receive that holiday allotment.

ARTICLE 24 - DISCHARGE AND DISCIPLINE

Upon completion of his/her probationary period an employee shall be disciplined or discharged only for just cause. When the Employer in the exercise of its rights determines that disciplinary action is warranted, the following formula shall apply:

- (i) An oral warning will be given to the employee;
- (ii) A written warning or suspension of no greater than five (5) days without pay will be given to the employee;
- (iii) A second written warning or suspension of no greater than ten (10) days without pay shall be given to the employee.
- (iv) The employee may be discharged for any further offense.

It is understood that adoption of the above progressive discipline policy does not prevent the Employer from issuing a lengthy suspension or discharge in the first instance.

ARTICLE 25 - PROBATIONARY PERIOD

All employees covered by this Agreement shall serve a six (6) month work year probationary period during which any discipline, suspension, demotion or discharge shall be in the sole discretion of the Committee and shall not be subject to the grievance procedure of the Agreement.

ARTICLE 26 - REDUCTION IN FORCE

When the Employer determines that a layoff of bargaining unit employees shall occur, it shall consider qualifications, versatility and demonstrated performance in determining the order of layoffs, and shall retain in service those employees judged best able to meet the needs of the Committee. When all things are equal, seniority will be considered.

If members of the bargaining unit are laid-off, they shall be placed on the recall list for a period of at least twenty-six (26) months. Individuals on this list shall have right of first refusal for any bargaining unit position that becomes vacant or is re-established.

Employees will be notified of recall by certified mail at their last address on record at the Office of the Superintendent. If an employee moves while on the recall list he/she is responsible to notify the Superintendent's office of the change in address.

An employee will have fourteen (14) days to notify the Superintendent of his/her acceptance or rejection of recall. Return of the undelivered letter by the Post Office will be considered a rejection of the recall.

ARTICLE 27 - EVALUATION OF EMPLOYEES

Cafeteria employees shall be evaluated on an annual basis by the Director/Manager of the cafeteria operation. The attached form (see Appendix B) shall be used to evaluate employees. An employee may grieve an overall performance evaluation rating of 1 or 2.

ARTICLE 28 - NO STRIKE

It is expressly understood and agreed that the business of the Employer is that of a public entity rendering an essential public service which is vital and necessary for the health and welfare of the people, and is a business in which the public is vitally interested, and that efficient and uninterrupted service must be furnished to the public. In addition, any strike, work stoppage or other concerted withholding of services is expressly forbidden by M.G.L. Chapter 150E. Any violation of this Article by an employee shall subject the employee to discipline up to and including discharge.

ARTICLE 29 - TRAINING

The staff shall be required to attend mandatory meetings in September, December, February and April when training will take place.

All Managers/Lead Cooks at each school shall become Serve Safe Certified within six (6) months of the execution of the collective bargaining agreement. All assistants/PIC (Person In Charge) at each school shall become Serve Safe Certified within twelve (12) months of the execution of the collective bargaining agreement.

Unit Managers shall be required to attend monthly meetings with the Food Service Director.

ARTICLE 30 - MISCELLANEOUS

Section 1. Members of the bargaining unit shall be subject to the CORI policy (Appendix C).

Section 2. To the extent members of the bargaining unit have been given access to keys to a school they shall sign for and be subject to the Access to Keys Policy (Appendix D).

Section 3. All members of the bargaining unit will sign and follow the Winthrop Public Schools Electronic Communication/Network Acceptable Use Policy (Appendix E).

Section 4. If an employee separates from service during the school year, he/she shall receive a prorated amount of the longevity payment he/she would normally receive at the end of the school year.

WINTHROP SCHOOL COMMITTEE

SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 888

Dawn Sullivan

Mark DelloRusso

Mark DelloRusso, SEIU Local 888 President

B/R

Mari Cooney

Laura Celler

Mary Passaro

Valter Aguirre

Lynne O'Farrell

Paul Vecchi

Dulcorah Spinazzola

Robt Durr

Donna LaMonica

APPENDIX A – WAGES

The Wage Schedules in Appendix A (See Attached Schedules) shall be adjusted as follows:

Compensation:

Year 1: 50 cent increase for all steps; eliminate Step 1 and Step 2 becomes the entry level. Employees move to Step 3 at start of 3rd year.

Year 2: 50 cent increase for all steps; eliminate Step 2 and Step 3 becomes the entry level.

Employees move to Step 4 at start of 4th year; Create a new step at start of Step 15th year that includes 50 cents plus \$1.00.

Step 15

\$17.87

\$13.54

\$12.97

Year 3: 50 cent increase; create new step at start of 20th year

Appendix A

Salary Adjustment Effective September 1, 2015

	Entry Level	Step 3 yrs.	Step 4 yrs.	Step 5 yrs.	Step 10 yrs.
Cafeteria Manager	\$12.62	\$12.90	\$13.19	\$13.48	\$16.37
Cafeteria Assistant Manager/Cook	\$10.59	\$10.89	\$11.16	\$11.45	\$12.04
Cafeteria Worker	\$10.32	\$10.59	\$10.89	\$11.16	\$11.47

Appendix A

Salary Adjustment Effective September 1, 2016

	Entry Level	Step 4 yrs.	Step 5 yrs.	Step 10 yrs.	Step 15 yrs.
Cafeteria Manager	\$13.40	\$13.69	\$13.98	\$16.87	\$17.87
Cafeteria Assistant Manager/Cook	\$11.39	\$11.66	\$11.95	\$12.54	\$13.54
Cafeteria Worker	\$11.09	\$11.39	\$11.66	\$11.97	\$12.97

Appendix A

Salary Adjustment Effective September 1, 2017

	Entry Level	Step 4 yrs.	Step 5 yrs.	Step 10 yrs.	Step 15 yrs.	Step 20 yrs.
Cafeteria Manager	\$13.90	\$14.19	\$14.48	\$17.37	\$18.37	\$18.87
Cafeteria Assistant Manager/Cook	\$11.89	\$12.16	\$12.45	\$13.04	\$14.04	\$14.54
Cafeteria Worker	\$11.59	\$11.89	\$12.16	\$12.47	\$13.47	\$13.97

APPENDIX B

Winthrop Public Schools Cafeteria Evaluation

Name of Employer: _____

Title of Position: _____ School: _____

Period Covered: _____ Reason for Evaluation: _____

GENERAL FACTORS

<u>Numerical Ratings</u>	5	4	3	2	1		5	4	3	2	1
<i>See Performance Rating Definitions</i>											
1. Job Knowledge Understands job requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		2. Appearance Neat, clean and in compliance with Cafeteria Policy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Safety and Sanitation Practices safe working habits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		4. Quality of Work Level of excellence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Dependability Reliability in attendance and effort	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		6. Initiative Self directed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Judgment Demonstrates ability to make sound decisions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		8. Teamwork Willing to extend help toward others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Learning Ability Takes and abides by direction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		10. Customer Satisfaction Is pleasant in dealing with others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OVERALL PERFORMANCE (Always Circle One) 5 4 3 2 1

Narrative Comments: (For addition space, attach extra sheets of paper.)

Evaluated Cafeteria Personnel Comments: (For addition space, attach extra sheets of paper.)

This is to certify that this evaluation has been discussed with me and I have received a copy.

Evaluated Cafeteria Personnel Signature: _____ Date: _____
(My signature does not necessarily imply agreement.)

Evaluator's Signature: _____ Date: _____

APPENDIX C – CORI REVIEW POLICY

CRIMINAL OFFENDER RECORD INFORMATION (CORI) REVIEW POLICY

BACKGROUND CHECKS

It shall be the policy of the school district that, as required by law, a state and national fingerprint criminal background check will be conducted to determine the suitability of full or part time current and prospective school employees, who may have direct and unmonitored contact with children. School employees shall include, but not be limited to any apprentice, intern, or student teacher or individuals in similar positions, who may have direct and unmonitored contact with children. The School Committee shall only obtain a fingerprint background check for current and prospective employees for whom the School Committee has direct hiring authority. In the case of an individual directly hired by a school committee, the chair of the School Committee shall review the results of the national criminal history check. The Superintendent shall also obtain a state and national fingerprint background check for any individual who regularly provides school related transportation to children. The School Committee, Superintendent or Principal, as appropriate, may obtain a state and national fingerprint criminal background check for any volunteer, subcontractor or laborer commissioned by the School Committee, school or employed by the city or town to perform work on school grounds, who may have direct and unmonitored contact with children. School volunteers and subcontractors/laborers who may have direct and unmonitored contact with children must continue to submit state CORI checks.

The fee charged by the provider to the employee and educator for national fingerprint background checks will be \$55.00 for school employees subject to licensure by DESE and \$35.00 for other employees, which fee may from time to time be adjusted by the appropriate agency. The employer shall continue to obtain periodically, but not less than every 3 years, from the department of criminal justice information services all available Criminal Offender Record Information (CORI) for any current and prospective employee or volunteer within the school district who may have direct and unmonitored contact with children.

Direct and unmonitored contact with children is defined in DESE regulations as contact with a student when no other employee who has received a suitability determination by the school or district is present. "Contact" refers to any contact with a student that provides the individual with opportunity for physical touch or personal communication.

This policy is applicable to any fingerprint-based state and national criminal history record check made for non-criminal justice purposes and requested under applicable federal authority and/or state statute authorizing such checks for licensing or employment purposes. Where such checks are allowable by law, the following practices and procedures will be followed.

Requesting CHRI (Criminal History Record Information) checks

Fingerprint-based CHRI checks will only be conducted as authorized by state and federal law, in accordance with all applicable state and federal rules and regulations. If an applicant or employee is required to submit to a fingerprint-based state and national criminal history record check, he/she shall be informed of this requirement and instructed on how to comply with the law. Such instruction will include information on the procedure for submitting fingerprints. In addition, the applicant or employee will be provided with all information needed to successfully register for a fingerprinting appointment.

Access to CHRI

All CHRI is subject to strict state and federal rules and regulations in addition to Massachusetts CORI laws and regulations. CHRI cannot be shared with any unauthorized entity for any purpose, including subsequent hiring determinations. All receiving entities are subject to audit by the Massachusetts Department of Criminal Justice Information Services (DCJIS) and the FBI, and failure to comply with such rules and regulations could lead to sanctions. Federal law and regulations provide that the exchange of records and information is subject to cancellation if dissemination is made outside of the receiving entity or related entities. Furthermore, an entity can be charged criminally for the unauthorized disclosure of CHRI.

Storage of CHRI

CHRI shall only be stored for extended periods of time when needed for the integrity and/or utility of an individual's personnel file. Administrative, technical, and physical safeguards, which are in compliance with the most recent CJIS Security Policy have been implemented to ensure the security and confidentiality of CHRI. Each individual involved in the handling of CHRI is to familiarize himself/herself with these safeguards.

In addition to the above, each individual involved in the handling of CHRI will strictly adhere to the policy on the storage, retention and destruction of CHRI.

Retention and Destruction of CHRI

Federal law prohibits the repurposing or dissemination of CHRI beyond its initial requested purpose. Once an individual's CHRI is received, it will be securely retained in internal agency documents for the following purposes *only*:

- Historical reference and/or comparison with future CHRI requests,
- Dispute of the accuracy of the record
- Evidence for any subsequent proceedings based on information contained in the CHRI.

CHRI will be kept for the above purposes in a secure location in the office of the superintendent. When no longer needed, CHRI and any summary of CHRI data must be destroyed by shredding paper copies and/or by deleting all electronic copies from the electronic storage location, including any backup copies or files. The shredding of paper copies of CHRI by an outside vendor must be supervised by an employee of the district.

CHRI Training

An informed review of a criminal record requires training. Accordingly, all personnel authorized to receive and/or review CHRI at the district will review and become familiar with the educational and relevant training materials regarding SAFIS and CHRI laws and regulations made available by the appropriate agencies, including the DCJIS.

Determining Suitability

In determining an individual's suitability, the following factors will be considered: these factors may include, but not necessarily be limited to: the nature and gravity of the crime and the underlying

Winthrop Public Schools

conduct, the time that has passed since the offense, conviction and/or completion of the sentence, nature of the

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position held or sought, age of the individual at the time of the offense, number of offenses, any relevant evidence of rehabilitation or lack thereof and any other factors deemed relevant by the district.

A record of the suitability determination will be retained. The following information will be included in the determination:

- The name and date of birth of the employee or applicant;
- The date on which the school employer received the national criminal history check results; and,
- The suitability determination (either "suitable" or "unsuitable").

A copy of an individual's suitability determination documentation must be provided to another school employer, or to the individual, upon request of the individual for whom the school employer conducted a suitability determination.

Relying on Previous Suitability Determination.

The school employer may obtain and may rely on a favorable suitability determination from a prior employer, if the following criteria are met:

- The suitability determination was made within the last seven years; and

- The individual has not resided outside of Massachusetts for any period longer than three years since the suitability determination was made; and either

- The individual has been employed continuously for one or more school employers or has gaps totaling no more than two years in his or her employment for school employers; or

- If the individual works as a substitute employee, the individual is still deemed suitable for employment by the school employer who made a favorable suitability determination. Upon request of another school employer, the initial school employer shall provide documentation that the individual is still deemed suitable for employment by the initial school employer.

Adverse Decisions Based on CHRI

If inclined to make an adverse decision based on an individual's CHRI, the district will take the following steps prior to making a final adverse determination:

- Provide the individual with a copy of his/her CHRI used in making the adverse decision;
- Provide the individual with a copy of this CHRI Policy;
- Provide the individual the opportunity to complete or challenge the accuracy of his/her CHRI; and
- Provide the individual with information on the process for updating, changing, or correcting CHRI.

Winthrop Public Schools

A final adverse decision based on an individual's CHRI will not be made until the individual has been afforded a reasonable time depending on the particular circumstances not to exceed thirty days to correct or complete the CHRI.

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Secondary Dissemination of CHRI

If an individual's CHRI is released to another authorized entity, a record of that dissemination must be made in the secondary dissemination log. The secondary dissemination log is subject to audit by the DCJIS and the FBI.

The following information will be recorded in the log:

- Subject Name;
- Subject Date of Birth;
- Date and Time of the dissemination;
- Name of the individual to whom the information was provided;
- Name of the agency for which the requestor works;
- Contact information for the requestor; and
- The specific reason for the request.

Reporting to Commissioner of Elementary and Secondary Education

Pursuant to state law and regulation, if the district dismisses, declines to renew the employment of, obtains the resignation of, or declines to hire a licensed educator or an applicant for a Massachusetts educator license because of information discovered through a state or national criminal record check, the district shall report such decision or action to the Commissioner of Elementary and Secondary Education in writing within 30 days of the employer action or educator resignation. The report shall be in a form requested by the Department and shall include the reason for the action or resignation as well as a copy of the criminal record checks results. The superintendent shall notify the employee or applicant that it has made a report pursuant to the regulations to the Commissioner.

Pursuant to state law and regulation, if the district discovers information from a state or national criminal record check about a licensed educator or an applicant for a Massachusetts educator license that implicates grounds for license action pursuant to regulations, the Superintendent shall report to the Commissioner in writing within 30 days of the discovery, regardless of whether the district retains or hires the educator as an employee. The report must include a copy of the criminal record check results. The school employer shall notify the employee or applicant that it has made a report pursuant to regulations to the Commissioner and shall also send a copy of the criminal record check results to the employee or applicant.

The attached Statewide Applicant Fingerprint Identification Services (SAFIS) Form will be given to school employees who must comply with the background check policy.

Winthrop Public Schools

Winthrop Public Schools
Town Hall
One Metcalf Square
Winthrop, MA 02152

REQUIRED

STATEWIDE APPLICANT FINGERPRINT IDENTIFICATION SERVICES (SAFIS)

As part of the Commonwealth of Massachusetts Statewide Applicant Fingerprint Identification Services (SAFIS) program, all school employees must go through a state and national criminal history record check.

In order to comply with this program, all employees must go to the following website <http://www.identogo.com/FP/Massachusetts.aspx>. The site will provide information and closest location (Beverly, Dorchester, Tewksbury or Wilmington) to make an appointment to have your criminal record check completed, which includes fingerprinting. At the time of your fingerprinting, you will receive a receipt which is proof that you have completed the process. This receipt needs to be returned to the Superintendent's office.

Winthrop Public Schools ID# 03460000

Name of Applicant _____
(please print)

Position _____

School _____

First Reading: 04/13/15
Second Reading: 05/04/15
Adopted: 05/18/15

Winthrop Public Schools

APPENDIX D

**ACCESS TO KEYS POLICY
WINTHROP SCHOOL DEPARTMENT**

I, _____, an employee at the _____ School in Winthrop, Massachusetts acknowledge that I have been given keys to the _____ School(s). I understand and agree that as a recipient of the keys to the school I may access the school as needed in order for me to perform my job. I further understand that I am not permitted to make additional sets of keys without authorization from _____ nor am I permitted to transfer, give or loan the keys to any individual who has not been authorized by _____, Principal of the _____ School to receive a set of keys.

A violation of this policy may subject me to discipline.

Employee

APPENDIX E
Winthrop Public Schools
Electronic Communication System/Network
Acceptable Use Policy
WPS Staff

It is the policy of the Winthrop Public Schools that staff will use the school district's electronic communication system/network ("system/network"), including the Internet, voice mail and email, in a responsible, legal and ethical manner. Failure to do so or otherwise to comply with this Acceptable Use Policy may result in the suspension or termination of system/network privileges for the user, disciplinary action up to and including discharge, and/or prosecution under federal or state law.

PURPOSE

The system/network is the property of the school district and is intended to be used for business purposes only. This may include using the system/network to conduct research and to communicate with others concerning educational and business matters.

ACCEPTABLE USE

Use of the system/network is a privilege, not a right. Any use of the system/network must be consistent with, and directly related to, the educational objectives and business purposes of the Winthrop Public Schools. A violation of the terms of this Acceptable Use Policy may result in the suspension or termination of system/network privileges, and also may result in other disciplinary action, consistent with any applicable collective bargaining agreements, statutes or district-wide disciplinary policies. Users should be aware that violation of these provisions that constitute a crime also may result in criminal prosecution.

The following conduct violates the Acceptable Use Policy:

1. Using the system/network for personal or recreational purposes or activities.
2. Sending "chain letters" or "broadcast" messages to lists or individuals, or subscribing to "listserves" or "newsgroups," without permission.
3. Accessing discussion groups or "chat rooms" whose purpose is not primarily educational.
4. Using the system/network to buy, sell or advertise anything, without permission.
5. Using the system/network for gambling purposes.
6. Using the system/network for political campaigning purposes, including but not limited to attempts to influence ballot questions or to promote or oppose a candidate for public office.
7. Using or transmitting profane, obscene, vulgar, sexually explicit, threatening, defamatory, abusive, discriminatory, harassing, criminal or otherwise objectionable

messages or materials via the system/ network. Employees also are prohibited from visiting Internet sites posting such materials and from downloading or displaying such materials.

8. Using the system/network for illegal purposes, in support of illegal activities, in a manner that violates *any federal or state law, or for an activity prohibited by school district policy, including but not limited to the spreading of computer viruses.
9. Using another person's password or pretending to be someone else when using the system/network.
10. Accessing, reading, altering, deleting or copying another user's messages or data without express written approval.
11. Attempting to gain unauthorized access to system/network programs or computer equipment, including attempts to override, or to encourage others to override, any firewalls established on the system/ network.
12. Installing software or data on the system/network without first having the information scanned by the system/network administrator for viruses or other incompatibility.

Employees are required to comply with copyright, software licenses and intellectual property laws. The school district strongly condemns the illegal distribution (otherwise known as "pirating") of software. Any users who are caught transferring such files through the network, and whose accounts are found to contain such illegal files, shall have their system/network privileges terminated. In addition, all users should be aware that software piracy is a federal offense and is punishable by a fine or imprisonment.

MONITORED USE

All messages and information created, sent or retrieved on the system/network are the property of the Winthrop Public Schools, and should not be considered to be confidential. The system/network's backup mechanism automatically stores communications, including those that employees "delete." Although the school district does not plan to review such communications on a regular basis, it reserves the right to access and monitor all messages and information on the system,, as it deems necessary and appropriate in the ordinary course of business, to prevent abuse by employees, to ensure the proper use of resources, and to conduct routine maintenance. Where appropriate, communications, including text and images, may be disclosed to law enforcement officials in response to proper requests, or to other third parties in the context of proper requests in the course of litigation, without the prior consent of the sender or receiver. Employees who use the system/network are considered to have consented to such monitoring and disclosure.

The system/network is not to be considered as a resource intended for use as a public forum or for any purpose that is not directly related to the school district's business interests.

Email messages are public records, subject to disclosure under G.L. c. 66, § 10. Email communications, therefore, should be printed and maintained in hard copy in the school district's files, so that they can be made available to the public, upon request, for inspection and copying.

Employees should avoid sending documents or information containing confidential or sensitive material, such as student record and personnel information, via the system/network, due to concerns relating to the security of such documents or information.

Employees should not discuss litigation in email messages, because such messages are not privileged and are subject to discovery in litigation against the school district.

LIABILITY

The Winthrop Public Schools assumes no responsibility or liability for -

1. Any unauthorized charges or fees incurred as a result of an employee's use of the system/network, including but not limited to telephone charges, long distance charges, per minute surcharges and/or equipment or line charges.
2. Any financial obligations arising out of the unauthorized use of the network for the purchase of products or services.
3. Any information or materials that are transferred through the system/network.
4. Any cost, liability or damages caused by a user's violation of this Acceptable Use Policy, or any other inappropriate use of electronic resources of the Winthrop Public Schools.

The Winthrop Public Schools makes no guarantee, implied or otherwise, regarding the reliability of the data connection, and shall not be liable for any loss or corruption of data resulting while using the system/ network.

WINTHROP PUBLIC SCHOOLS
ELECTRONIC COMMUNICATION SYSTEM/NETWORK
ACCEPTABLE USE POLICY

EMPLOYEE CONFIRMATION OF RECEIPT

I certify that I have received, been provided an opportunity to ask questions about the content of, and understand the Electronic Communication System/Network Acceptable User Policy of the Winthrop Public Schools.

I acknowledge the Winthrop Public School telecommunication system including, but not limited to, voice mail, fax mail, electronic mail, and access to the Internet is Winthrop Public School property and by my use of the system consent to the monitoring of the system.

I further acknowledge that my continued access to the telecommunication system is conditioned upon strict adherence to the policy. Any violation of this policy or use of the Winthrop Public School telecommunication system for improper purposes shall subject me to discipline, up to, and including, discharge.

Employee Name

Employee Signature

Date