

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS
EXPEDITED ARBITRATION AWARD

In the Matter of Arbitration between *
LEICESTER SCHOOL COMMITTEE *
and *
INTERNATIONAL UNION OF *
PUBLIC EMPLOYEES *

Case No:
ARB-15-4462

Date Issued:
July 15, 2015

Issue: Whether the School Committee violated the collective bargaining agreement when it placed Darlene Day (Day) at Step I of the cafeteria managers' schedule upon her promotion from cafeteria worker to cafeteria manager? If so, what shall be the remedy?

Background: The facts of this case are not in dispute. The Leicester School Committee (Employer) promoted Day on March 2, 2015 from cafeteria worker to cafeteria manager, and placed her on Step I of the cafeteria managers' salary schedule. Day had worked for approximately twenty-seven years for the Employer and was being paid on the "Super Step" of the cafeteria workers' salary schedule prior to her promotion. The collective bargaining agreement, under the section titled "Wages", states that: "The "super step" is for bargaining unit members that have 20 years or more of service to the District." The International Union of Public Employees (Union) grieved Day's placement at Step I of the cafeteria managers' salary schedule arguing that she should have been placed at the cafeteria managers' Super Step based on her twenty-seven years of service.

Analysis: While the Union argues that the "Super Step" language is clear and unambiguous, I disagree. The one sentence in the entire collective bargaining agreement that refers to the Super Step leaves open the issue before us today. Specifically, whether an employee's Super Step status continues when the employee moves into a new job title with a different salary schedule?

The collective bargaining agreement is silent concerning employee placement on the salary scale. Information submitted at the Arbitration indicates that since 1998, the Employer has placed all newly promoted cafeteria managers at Step I of the salary schedule. Day, however, is the first cafeteria worker with Super Step status to be promoted to cafeteria manager. I also note that the Super Step language in the collective bargaining agreement is not listed under the subcategory of Longevity, which calls for a separate stipend of \$100 payable yearly after the completion of the employee's fifteenth year of service regardless of classification. Finally, a review of Appendix A of the parties' collective bargaining agreement shows that the salary schedules of both the cafeteria workers and the cafeteria managers contain Super Steps.

Based on the record before me, I find that the Super Step is the top step of the respective salary schedules and has preconditions that must be satisfied prior to placement on that step. The first precondition is that an employee must have twenty years of service to the District to be eligible. The second precondition is that an employee must proceed through the appropriate salary schedule and reach the top step. Here, Day has satisfied the first precondition with her twenty-seven years of service. Unfortunately, Day has not satisfied the second precondition in that she has not reached the top of the cafeteria managers' salary schedule. Until both preconditions are met, Day is not eligible for the cafeteria managers' Super Step.

The School Committee did not violate the collective bargaining agreement when it placed Darlene Day on Step I of the cafeteria managers' pay schedule upon her promotion. The grievance is denied.

Timothy Hatfield, Arbitrator