

AGREEMENT BETWEEN  
THE CENTRAL BERKSHIRE REGIONAL SCHOOL COMMITTEE  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
STATE COUNCIL #93, LOCAL 204, AFL-CIO  
CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT  
CAFETERIA WORKERS

**JULY 1, 2020 – JUNE 30, 2023**

## TABLE OF CONTENTS

ARTICLE 1	RECOGNITION AND JURISDICTION . . . . .	page 3
ARTICLE 2	INTENT OF PARTIES . . . . .	page 3
ARTICLE 3	COMMITTEE PREROGATIVES . . . . .	page 3
ARTICLE 4	UNION REPRESENTATION . . . . .	page 4
ARTICLE 5	PROBATIONARY PERIOD . . . . .	page 4
ARTICLE 6	NON-DISCRIMINATION . . . . .	page 4
ARTICLE 7	DISCIPLINE, DISCHARGE, SUSPENSION & DEMOTION . . . . .	page 4
ARTICLE 8	HOURS OF EMPLOYMENT & OVERTIME PAY . . . . .	page 5
ARTICLE 9	WORK YEAR. . . . .	page 5
ARTICLE 10	WAGES & JOB CLASSIFICATION . . . . .	page 6
ARTICLE 11	HOLIDAYS . . . . .	page 7
ARTICLE 12	BEREAVEMENT LEAVE . . . . .	page 7
ARTICLE 13	SICK LEAVE . . . . .	page 8
ARTICLE 14	EXTENDED LEAVE WITHOUT PAY. . . . .	page 8
ARTICLE 15	SEVERANCE PAY . . . . .	page 9
ARTICLE 16	PERSONAL LEAVE . . . . .	page 9
ARTICLE 17	HEALTH & WELFARE . . . . .	page 9
ARTICLE 18	WORKING OUT OF CLASSIFICATION . . . . .	page 10
ARTICLE 19	SENIORITY . . . . .	page 10
ARTICLE 20	REDUCTION IN FORCE . . . . .	page 10
ARTICLE 21	GRIEVANCE AND ARBITRATION . . . . .	page 11
ARTICLE 22	POSTING OF AVAILABLE POSITION AND TRANSFER . . . . .	page 12
ARTICLE 23	ATTIRE . . . . .	page 13
ARTICLE 24	JURY DUTY . . . . .	page 14
ARTICLE 25	EVALUATION. . . . .	page 14
ARTICLE 26	MISCELLANEOUS . . . . .	page 14
ARTICLE 27	AMENDMENT & ALTERATION OF AGREEMENT . . . . .	page 15
ARTICLE 28	FAMILY MEDICAL AND PARENTAL LEAVE . . . . .	page 15
ARTICLE 29	DURATION OF AGREEMENT . . . . .	page 15
	STAFF EVALUATION FOR CAFETERIA EMPLOYEES . . . . .	page 16

## **AGREEMENT**

This agreement is made by and between the CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE, hereinafter referred to as the Committee, and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, STATE COUNCIL #93, LOCAL 204, AFL-CIO, hereinafter referred to as the Union.

WITNESSETH:

### **ARTICLE 1 - RECOGNITION AND JURISDICTION**

The Committee recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all cafeteria employees employed by the Committee, including Cafeteria Cook Supervisors, Cafeteria Cooks, and Assistant Cafeteria Cooks but excluding Director of Food Services, casual substitutes and students of the Central Berkshire Regional School District. It is further agreed between the parties that casual substitutes and students will not be employed by the Committee in order to reduce the cafeteria bargaining unit through attrition, layoff or reduction in hours of work and that the certification of representatives, Case No. MCR-2347, will be amended to be consistent with the recognition provision set forth above.

### **ARTICLE 2 - INTENT OF PARTIES**

It is the intent and purpose of the parties hereto by entering into this agreement to promote and improve both harmonious working conditions and economic relations between the Committee and the cafeteria employees, to bargain for, and thereby establish rates of pay, hours of work and other terms and conditions of employment to be observed between the parties, to provide methods for fair and reasonable adjustments of all disputes relating to this agreement that may arise between the parties and to insure, as far as possible, uninterrupted operation and to provide for a fair and ethical course of conduct in relations between the Committee and the cafeteria employees.

### **ARTICLE 3 - COMMITTEE PREROGATIVES**

A. Each of the parties hereto acknowledges and agrees that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining between the parties hereto, and that the undertakings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

B. Therefore, the Committee and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not referred to specifically or not covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this agreement.

C. Further, the Union agrees that the Committee has complete authority over the policies and administration of the Central Berkshire Regional School system, which it exercises under the provisions of law and in fulfilling its responsibilities under this agreement.

D. It further agrees that said Committee will continue to retain, whether exercised or not, the responsibility and prerogative to direct the operation of the said school system in all aspects, which sole and exclusive right shall include but not be limited to the right to decide the method of performing its work, the formulation, modification and alteration of work rules for the conduct of its business, to maintain order and efficiency, to hire, layoff, assign, transfer and promote employees, and to determine the starting and quitting time, the number of hours to be worked, and the number and length of shifts to be worked, to determine whether the Committee will operate a cafeteria and the extent, nature and method of operation, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this agreement.

E. The action of the Committee with respect to such retained rights, responsibilities and prerogatives shall not be subject to any grievance or arbitration proceedings unless such action of the Committee violates an express provision of another article of this agreement.

F. The director shall assist with food preparation when there is a shortage of personnel. It is the goal of the district to increase participation in all schools and to use USDA standardized recipes.

#### **ARTICLE 4 - UNION REPRESENTATION**

A. Dues Check Off. The Committee agrees that upon the receipt of written authorization, the Committee will deduct dues every other week in the amount specified in such authorization, and transmit same to the Union. Such authorization shall not be revocable for a period of 60 days or until the termination of this contract or renewals thereof, whichever is earlier, and the revocation shall not be effective until 10 days after written notice thereof has been given to the Committee.

B. Agency Service Fee. All employees in the bargaining unit who have not authorized a dues check off shall, as a condition of employment, pay an agency service fee to the Union, the exclusive bargaining agent and representative, within 30 days after their date of employment. Such agency service fee shall be proportionately commensurate with the cost of collective bargaining and contract administration.

C. Union Representatives. Union shall deliver to the Superintendent of Schools a written list of the local chapter's Union representatives, all of whom shall be employees of Committee and within the bargaining group, immediately after their designation and the Union shall notify the Committee of any changes.

D. The Committee agrees to provide a copy of the collective bargaining agreement and union authorization cards to the Cook Supervisor who shall be responsible for providing said documents to new hires.

#### **ARTICLE 5 - PROBATIONARY PERIOD**

An employee shall be a probationary employee for the first 6 months of employment. A probationary employee's employment may be terminated at any time by written notice to the employee. A decision by the District to terminate an employee during the probationary period shall not be subject to the grievance and arbitrations provisions.

#### **ARTICLE 6 - NON-DISCRIMINATION**

The Employer agrees that it will not discriminate against any applicant or current employee, either in hiring, discipline, promoting or assigning to positions, or in regard to any other term or condition of employment, because of race, age, color, national origin, religious or political belief, gender, sexual orientation, gender identity, marital status, disability, or union activity.

#### **ARTICLE 7 - DISCIPLINE, DISCHARGE, SUSPENSION AND DEMOTION**

A. Discipline

1. A principal has the right to discipline an employee assigned to such principal's school for just cause but not otherwise.

2. Discipline shall be grievable only through Step 3 and the employee may, in addition to grieving through Step 3, file a rebuttal and all related material including grievable materials in his or her personnel file.

B. Suspension - the Superintendent or a principal may suspend an employee as provided and subject to the provisions of Chapter 71, Section 42D, as from time to time amended.

C. Demotion and Dismissal - a principal may dismiss and demote an employee assigned full time to such principal's school, subject to the review and approval of the Superintendent and the Superintendent may dismiss and demote an employee.

### **ARTICLE 8 - HOURS OF EMPLOYMENT AND OVERTIME PAY**

A. A "work week" shall consist of not more than 40 hours within that period of time between 6:00 a.m. on Monday through 5:59 a.m. on the following Monday during the period of the year school is in session. However, during such period of the year that school is in session, Saturdays on which no classes are held, holidays on which no classes are held and Sundays are excluded from the "work week".

B. A "work day" shall consist of not more than eight consecutive hours within any 24-hour period and the Committee shall from time to time determine for each position the number of hours in a "work day".

C. Wages at one and one-half times the hourly rate shall be paid for (1) hours worked during a "work day" in excess of eight hours; (2) hours worked within a "work week" in excess of 40 hours; (3) hours worked on Sunday; (4) hours worked on a holiday on which no classes are held; and (5) hours worked on a Saturday on which no classes are held.

D. A "work year" is that period beginning on July 1 and expiring at midnight on June 30.

E. Overtime work shall be equitably distributed among employees who normally perform such work in the building. In the event no qualified employee in the building wishes to perform required overtime work, the overtime work shall be equitably distributed among employees who normally perform the kind of work which is to be done.

F. An employee who is called back to work after having completed a work day, such recall not being contiguous to the work day, shall be compensated at an overtime rate of time and one half for a minimum of two hours. This provision shall not apply to scheduled in-service meetings.

G. On days when school closing at any or all schools is early due to weather or other district declared emergency situation, cafeteria employees will be paid their daily rate of pay.

H. Employees must attend the annual training provided by the District. Employees will be given at least thirty (30) calendar days notice regarding the date(s) of the annual training. Employees are not allowed to take personal days on day(s) when training is occurring. If an employee must take a sick day on day(s) when training is occurring, the employee will be required to submit a physician statement indicating that it was medically necessary to refrain from reporting to work.

I. If an employee works six (6) or more hours in a day, said employee shall receive a thirty (30) minute unpaid lunch break.

J. In the event an employee is required to work on a half-day when breakfast is served, the employee will be guaranteed compensation for a minimum of three (3) hours.

### **ARTICLE 9 - WORK YEAR**

Bargaining unit members will work a minimum of one hundred and eighty (180) work days per year. In the event a school building is not open for the full one hundred and eighty (180) days, the Food Service Director will assign said employees to work in another building or the employees' regular building at the Director's discretion. This provision does not apply in the event a school building is closed permanently and/or for an extended period of time.

**ARTICLE 10 - WAGES & JOB CLASSIFICATION**

A. Wages during the term of this agreement shall be paid to employees within the unit defined in Article I at the rates set forth herein.

<b>Fiscal Year 2021</b>			
JOB CLASSIFICATION	Step 1	Step 2	Step 3
		<u>5 yrs.</u>	<u>10 yrs.</u>
Cafeteria Cook Supervisor WRHS & NRMS	\$16.72	\$16.87	\$17.02
Cafeteria Cook Supervisor Elementary Schools	\$16.34	\$16.47	\$16.64
Cafeteria Cook	\$14.94	\$15.07	\$15.20
Assistant Cafeteria Cook	\$13.77	\$13.89	\$14.03

Note: A one-time bonus shall be paid to the bargaining unit totaling \$1,040 after ratification by the school committee, which shall be proportionally distributed among members.

Proportionate distribution of the \$1,040 shall be made to bargaining unit members based upon the hours worked in a given day.

<b>Fiscal Year 2022</b>			
JOB CLASSIFICATION	Step 1	Step 2	Step 3
		<u>5 yrs.</u>	<u>10 yrs.</u>
Cafeteria Cook Supervisor	\$17.14	\$17.29	\$17.45
Cafeteria Cook	\$15.31	\$15.45	\$15.58
Assistant Cafeteria Cook	\$14.11	\$14.24	\$14.38

<b>Fiscal Year 2023</b>			
JOB CLASSIFICATION	Step 1	Step 2	Step 3
		<u>5 yrs.</u>	<u>10 yrs.</u>
Cafeteria Cook Supervisor	\$17.31	\$17.46	\$17.62
Cafeteria Cook	\$15.47	\$15.60	\$15.74
Assistant Cafeteria Cook	\$14.26	\$14.38	\$14.52

Each member of the bargaining unit shall, at the end of the contract year, be credited with a year of service for purposes of step movement on the salary schedule if that unit member has been duly appointed and has worked (including use of paid leave available under the collective bargaining agreement, but excluding unpaid leave) more than ninety (90) days during said contract year. Step movement will no longer occur on the bargaining unit member's anniversary date.

B. Longevity:

As recognition for their service to the District, all bargaining unit members shall receive on an annual basis a longevity payment in addition to their salaries according to the following schedule:

5 to 9 years of service	\$50
10 to 14 years of service	\$100
15 to 19 years of service	\$150
20 to 24 years of service	\$200
25 years of service or more	\$250

This will be paid in the final pay period of the fiscal year as a lump sum, not as part of the base in the final pay period. Employees who retire prior to the end of the fiscal year shall be eligible for this payment.

C. Direct Deposit:

Any employee hired on or after July 1, 2011 will be required to receive his/her compensation through direct deposit.

D. Substitute Custodial Work

Cafeteria workers may request to perform substitute custodial work. Cafeteria workers who perform substitute custodial work shall be paid at the lowest hourly rate found in the custodian collective bargaining agreement.

**ARTICLE 11 – HOLIDAYS**

Each employee who has completed the probationary period shall receive the following holidays off with pay, payment of which shall be made in the first pay period following the holiday:

- |                |                 |
|----------------|-----------------|
| New Year's Day | Memorial Day    |
| Columbus Day   | Presidents' Day |
| Thanksgiving   | Patriot's Day   |
| Christmas      |                 |

Effective FY18, Veterans' Day shall be added to the list above.

**ARTICLE 12 - BEREAVEMENT LEAVE**

A. Leave with pay of up to five (5) working days will be granted an employee in the event of death of any of the following persons:

- |                |                     |
|----------------|---------------------|
| 1. Spouse      | 5. Domestic partner |
| 2. Child       | 6. Step-child       |
| 3. Parent      | 7. Sibling          |
| 4. Step Parent | 8. Grandchild       |

B. Leave with pay of up to three (3) working days will be granted an employee in the event of death to any of the following persons:

- |                                                                                            |                 |
|--------------------------------------------------------------------------------------------|-----------------|
| 1. Parent-in-Law                                                                           | 3. Aunt/Uncle   |
| 2. Grandparent                                                                             | 4. Niece/Nephew |
| 5. Sister/Brother-in-law                                                                   |                 |
| 6. A person living in the immediate household and not otherwise mentioned in this article. |                 |

C. Leave under this article is to be used within 30 days immediately following the date of death and shall not be charged to sick leave or vacation leave and in no case will utilization of the maximum be denied. An employee may use one (1) of the above-referenced days within six (6) months immediately following the date of death. An exception may be granted by the Food Service Director, without setting precedent.

## **ARTICLE 13 - SICK LEAVE**

A. A full-time employee whose regular assigned position requires the employee to work twenty or more hours per work week shall be credited with sick leave with pay at the rate of ten days per "work year", (July 1 - June 30). An employee, who has completed the probationary period, whose regular assigned position requires the employee to work less than twenty (20) hours per week shall be credited with sick leave of six (6) days per "work year" (July 1 – June 30).

1. Such leave shall be credited to each employee on the first full "work day" worked by the employee in the "work year".

2. An employee whose first full "work day" occurs after September 15 in the given "work year" shall be credited with sick leave with pay at a rate of one day for each full calendar month between said first full "work day" worked and the end of the "work year".

3. Sick leave shall be accumulated without limit and shall be used only for sickness, injury or absence because of quarantine in the family as verified by a doctor's certificate.

4. The employee shall, upon request of the Superintendent or his/her designee, submit to the Superintendent a certificate of a duly practicing physician substantiating the employee's illness, injury or quarantine. The Committee or its designee shall not make it a general policy to request such certificates for an absence of less than three "work days" but may make such a request on an individual basis.

B. Covered employees may request, in writing, an unpaid leave of absence after all earned sick and personal leave has been used. The request is to be based on unusual or extenuating medical circumstances. The approval of requests for a leave of absence is at the discretion of the Superintendent.

C. In the event the employee receives compensation under the Worker's Compensation Act, the Committee shall pay the employee during the time the employee is absent from work the difference between the compensation he receives and his/her usual daily rate to the extent of accumulated sick leave. If sick leave is exhausted, earned personal leave time shall be applied in the same manner upon employee's request.

D. Employees are eligible to utilize three (3) days per year as leave to provide care for ill members of the immediate family (i.e., child, spouse, or a person living within the household).

E. Whenever the Superintendent or his/her designee believes that the health, safety, welfare or education of one or more employees or students may be affected by (a) the absence of the employee for more than five consecutive days, (b) repeated absences or (c) repeated tardiness, the employee shall, upon request of the Superintendent or his/her designee immediately submit to physical examination by a physician selected by the Committee. The Committee shall pay the fee for the physician, his/her report to the Superintendent and the reasonable cost of travel.

## **ARTICLE 14 - EXTENDED LEAVE WITHOUT PAY**

The Superintendent may, at its discretion, grant unpaid leaves, not to exceed one year, for such reasons as maternity and family illness and for such other purposes as the Superintendent deems appropriate, the grant of which shall not be deemed to be a precedent with respect to subsequent requests for leave.

The sole obligation of the District under this provision is that an employee granted such leave will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority upon expiration of the leave. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, the employee will be subject to any pay or benefit reductions or other adverse actions, including layoff, that he or she would have experienced if he or she had not taken leave under this policy. The employee must return to work upon expiration of the leave. If the employee does not return to work at the expiration of the leave, the employee is free to apply for open positions, but is not entitled to be reinstated.



**ARTICLE 15 - SEVERANCE PAY**

A. Upon retirement with the Berkshire County Retirement System or death of an employee, accumulated sick leave of up to sixty (60) days shall be paid in a lump sum to the employee, or in the case of death, to his/her estate; such sick leave shall be computed at his or her most recent daily rate of compensation at the time of retirement with the Berkshire County Retirement System or death.

**ARTICLE 16 - PERSONAL LEAVE**

Cafeteria employees shall be granted temporary leaves of absence (3 personal days) with pay for personal reasons such as: religious, personal legal business, household or family matters. One of the three personal days may be granted for a professional development program approved by the Superintendent or his/her designee. Applications for personal leave will, except in the case of an emergency, be made in writing at least 24 hours before taking such personal leave and shall be granted for the day requested, except that in the event more than one application is received for a given day, the Food Services Director may deny one or more applications in excess of the first application received in order of receipt by the Food Services Director if in the opinion of the Food Services Director the granting of more than one application will adversely affect the operation of any cafeteria.

The Food Service Director is the only individual authorized to grant personal days. The Food Service Director shall respond to the request for personal leave, in writing, within ten (10) working days. Once a personal day is granted in writing by the Food Service Director, said permission cannot be withdrawn.

**ARTICLE 17 - HEALTH AND WELFARE**

A. The District will provide health insurance to the bargaining unit members in accordance with the Memorandum of Agreement entered into with the Public Employee Committee (PEC). The District and employees will make contributions toward health insurance coverage in accordance with the percentages listed in the Memorandum of Agreement entered into with the Public Employee Committee (PEC). As stated in said Memorandum of Agreement, after June 30, 2015, the School Committee and/or the Association may negotiate contribution ratios which differ from the ratios listed in said Memorandum of Agreement. The Association understands that the plans and/or co-payments may change consistent with Massachusetts law and regulations in accordance with the terms of the Memorandum of Agreement entered into with the PEC or subsequent Memorandums of Agreement.

B. The Committee shall annually prior to the commencement of each fiscal year, prior to or commensurate with the annual open enrollment period, give written notice of the plans offered by the Committee, cost for each such plan, the percentage the Committee will pay and the amount a cafeteria employee will have to pay for such plan.

C. Committee agrees to continue to belong to the present County Retirement.

D. The Committee will pay 50% of the cost of dental benefit plan with benefits substantially equivalent to those benefits made available to employees on July 1, 1992.

E. Each employee shall from time to time as requested by the Committee provide the Committee with a statement of such employee's health and surgical insurance from all sources and provide such identifying information about the same as the Committee shall request.

F. Each employee, as a condition of the Committee paying for a portion of hospital and surgical benefit plan or HMO plan or PPO or POS plan or dental benefit plan, shall as from time to time requested by the Committee provide the Committee with written statement of such employee's health and surgical insurance, HMO coverage, PPO coverage, POS coverage, and dental coverage from all sources and provide such identifying information about the same as the Committee shall request.

G. Notwithstanding the foregoing, the Committee shall not be obligated to provide or pay for any hospital or surgical benefits or HMO benefits or PPO benefits or POS benefits or dental benefits if the employee is covered by hospitalization and surgical insurance or HMO coverage or PPO coverage or POS coverage or dental insurance through his/her spouse.

H. If requested by the Committee, the Union agrees to bargain collectively regarding group hospitalization and surgical insurance and dental coverage.

I. A Cafeteria Plan under Internal Revenue Code Section 125 will be offered to cafeteria employees commencing with the 2004-2005 work year at no administrative or other cost to the Committee.

J. The District will pay eighty five percent (85%) of the cost of a five thousand dollar (\$5,000) group term insurance plan insuring the life of each employee whose regular assigned position requires them to work 20 or more hours per work week.

K. Effective July 1, 2022 or upon agreement by all bargaining units, whichever occurs later; employees shall contribute twenty percent (20%) of the total premium cost of the H.M.O. Plan with the remaining percentage (i.e., eighty percent (80%)) to be contributed by the District, employees shall contribute thirty percent (30%) of the total premium cost of the P.O.S. Plan with the remaining percentage (i.e., seventy percent (70%)) to be contributed by the District, and employees shall contribute thirty-five percent (35%) of the total premium cost of the P.P.O. Plan with the remaining percentage (i.e., sixty-five percent (65%)) to be contributed by the District.

Effective upon the implementation of the insurance contribution listed above, the salary schedules shall be increased by 2.50%.

#### **ARTICLE 18 - WORKING OUT OF CLASSIFICATION**

In any case where an employee is temporarily assigned to serve in a higher position, such employee shall receive the hourly rate of pay for that position. In the event of a temporary vacancy (i.e. illness, etc.) of a position, other than entry level, the opening will be offered to the senior most qualified employee in the school where the vacancy exists.

#### **ARTICLE 19- SENIORITY**

Seniority is defined as continuous service in the Central Berkshire Regional School District cafeteria unit, including service in the predecessor school system, starting at the date of hire.

#### **ARTICLE 20 - REDUCTION IN FORCE**

A. If the District, in the exercise of its discretion, determines that it shall reduce the number of employees in the unit, the Committee shall implement such reduction utilizing the following process. The District shall determine which positions in each classification are going to be eliminated. If the employee(s) holding the position(s) have more seniority (determined by length of service in the school system) than other employees in the same classification, then the employee will be allowed to bump the least senior employee in the classification within the same building. If the affected employee(s) cannot bump anyone in their current classification within the same building, the employee(s) may bump the least senior employee in the classification in the District. If the affected employee(s) cannot bump anyone in their current classification, the employee(s) may bump the least senior employee in the next lower classification if the affected employee(s) is more senior. If not, the affected employee(s) may bump the least senior employee in the lowest classification if the affected employee(s) is more senior. Employees shall receive at least two (2) weeks prior written notice of layoff together with a copy of this Article.

B. An employee may bump down into a lower classification to avoid termination as long as the affected employee has seniority over employees in the lower classifications.

C. Any employee who must change location in order to retain employment shall have the option of either changing location or being terminated before the employee to be bumped is terminated. Such option must be exercised in writing and delivered to the Business Manager by the affected employee within seven calendar days of their knowledge of the reduction.

D. The rank order of job classifications from high to low is as follows:  
Cafeteria Cook Supervisor  
Cafeteria Cook  
Assistant Cafeteria Cook

E. Recall from layoff shall be in the reverse order of layoff to the same or similar positions. The Committee shall give at least two (2) weeks written notice to the last known address of the employee. The recalled employee must respond within five (5) working days of receipt of the notice of recall unless extended by the Superintendent as to employee's intent to return, and must return on the date fixed by the Superintendent unless excused for not more than two weeks by the Superintendent.

An employee shall be on the recall list for one year. Positions restored for recall within one year of layoff shall not be subject to posting requirements under Article 20 if they are to be filled by a laid off employee.

### **ARTICLE 21 - GRIEVANCE AND ARBITRATION**

A. A "grievance" is a claim based upon an event or condition, which involves the interpretation, meaning or application of this agreement or any amendment or supplement thereto.

1. Level One. An employee or the Union with a grievance will present the grievance in writing to the Food Service Director within ten (10) working days immediately following the occurrence of those acts or omissions upon which the grievance is premised.

2. Level Two. If the grievance is not resolved at Level One within seven calendar days after the submission at such level, the employee, through the Union steward of the Union, may then present the grievance in writing to the Business Manager within an additional seven calendar days.

3. Level Three. If the grievance is not resolved at Level Two within seven calendar days after the submission at such level, the employee, through the Union steward of the Union, may then present the grievance in writing to the Superintendent of Schools within an additional seven calendar days.

4. Level Four. If the grievance is not resolved at Level Three within seven calendar days after the submission at such level, the employee, through the Union steward or the Union, may then present the grievance in writing to the School Committee within an additional seven calendar days.

5. Level Five. If the grievance is not satisfactorily resolved within thirty (30) calendar days after submission to Level Four, the Union (note: individual employee(s) may not process grievances to arbitration) or the Committee may submit the matter to arbitration, as hereinafter provided, within an additional thirty (30) calendar days.

B. An employee may present a grievance to his/her employer and have such grievance heard without intervention by the exclusive representative of the employee organization representing said employee, provided that the exclusive representative is afforded the opportunity to be present at such conferences and that any adjustment made shall not be inconsistent with the terms of an agreement then in effect between the employer and the exclusive representative.

C. The Committee agrees that if it is necessary for the steward or his/her designee to investigate or process a grievance during a regular work day, the said steward or his/her designee shall be released from his/her duties for such purpose without loss of pay or other benefits.

D. All decisions rendered at Levels One, Two and Three of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefor and will be transmitted promptly to the employee and the Union.

E. The following general provisions shall pertain to arbitration:

1. Within ten calendar days after written notice has been given by one party to the other that a grievance is to be submitted to arbitration in accordance with the provisions hereinabove set forth, the Union and the Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, either party may request the designation of an arbitrator by the American Arbitration Association in the designation of an arbitrator and the proceedings before him/her as otherwise herein provided.

2. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Committee and the Union.

3. The Arbitrator will confer with the representatives of the Committee and the Union and hold hearings and will issue his/her decision as soon as possible. The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on issues submitted. The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision which alters, amends, adds to or detracts from the express terms of this agreement, which terms shall prevail over past practice where conflicting, or which recommends a right or relief for any period of time prior to the effective date of this agreement, or which modifies or abridges the rights and prerogatives of the Committee as set forth in Article III of this agreement, or which requires the Commission of an act prohibited by law.

4. The arbitration hearing will be held in the Town of Dalton, Massachusetts, unless both parties agree to another designated place.

#### **ARTICLE 22 - POSTING OF AVAILABLE POSITION AND TRANSFER**

A. When the District intends to fill any vacancy in a position covered by this agreement, which has not been filled by an involuntary transfer pursuant to Section F, the District shall post in a conspicuous place in the cafeteria of each school building a notice which contains the following:

- (a) Job title
- (b) Location
- (c) Wage rate
- (d) Anticipated work schedule
- (e) Date of posting
- (f) Closing date for applications
- (g) Office or person from whom applications may be obtained and to whom submitted
- (h) Name of the official issuing the notice.

B. District shall not fill such position until five calendar days (exclusive of Saturday and Sunday) after the date the position was posted, provided always that the Superintendent may, in the case of an emergency, make a temporary appointment of not more than 30 days and may make a permanent appointment by recalling an employee eligible for recall under Article 18.

C. The District agrees that if it fills the posted position, the position shall be filled with a person having the requisite qualifications in the following order: (a) A unit member transferred involuntarily from the posted position who wishes to return to the posted position; (b) voluntary transfer approved by the Superintendent from persons within the employ of the Committee; (c) former employee whose employment had been terminated within 12 months of the date of posting under Article 14 hereof applying for such position within the time set forth in the posted notice who has the greatest length of service in the school system (including service in the predecessor school system) and who holds or held the same job classification or a job classification having a greater hourly rate of pay than the position applied for; (d) the best qualified applicant within the unit and if two or more applicants are equally qualified, the most senior shall be given preference; (e) outside applicants. Any

decision involving applicants under (d) shall be grievable only through Step 3. If none of the applicants meet the aforementioned qualifications, at the sole discretion of the Superintendent then District may seek additional applicants without the necessity of reposting from within and without the school system.

D. Any employee appointed by the District under this article to a vacancy shall be a conditional employee in that position for the first 30 working days. A conditional employee may in the sole discretion of the Director within the aforesaid 30-day period be removed from such position by written notice and upon removal shall be returned to his/her former position. A conditional employee shall be returned to his/her former position upon written request given by the employee within the aforesaid 30-day period.

E. Involuntary Transfer or Change of Assignment. Whenever the Superintendent contemplates the transfer of a unit member or the change of assignment of a unit member, the Superintendent shall at least ten calendar days prior to the effective date of such transfer or change of assignment, give to the unit member within the classification involved a written notice of the contemplated transfer or change of assignment. The least senior employee will be transferred unless the Superintendent has good and sufficient reason. The unit member may, within those five days immediately after the receipt of said notice, request in writing of the Superintendent a conference to discuss such transfer or change of assignment. The Superintendent shall, upon receipt of such written request from unit member and within those three days immediately after the receipt of such request, confer with the unit member. Compliance with the procedural provisions of this paragraph (but not the substantive decisions hereunder made) shall be subject to the provisions of Article 19.

F. Voluntary Transfer or Change of Assignment. Whenever a unit member wishes a transfer or change in assignment (involving a transfer or assignment to an unfilled cafeteria position), he or she shall make application therefor. If the grant of the applied for transfer or change of assignment shall, either directly or indirectly, cause the transfer or change of assignment of a unit member other than the applicant, the Superintendent shall advise the applicant unit member of his/her decision within ten days after having complied with the provisions of the first paragraph of this Article. The decision of the Superintendent to grant or deny the application for transfer or change of assignment made under this paragraph shall be subject to the provisions of Article 19 only through step 3.

### **ARTICLE 23 - ATTIRE**

- A. All cooks, supervisors and assistant cooks will wear professional attire consisting of:
1. A shirt or blouse with a colored apron.
  2. Slacks or a knee-length skirt or culottes with stockings, knee socks or tights so that bare legs are not visible. If the chosen slacks are dungarees, the only acceptable color is black.
  3. Low, enclosed, leather non-skid flat-soled shoes (canvas shoes or sandals are not permitted).
  4. An effective hair restraint.
- B. Employees who have been employed for at least thirty (30) workdays shall be eligible for an annual allowance of \$250 for professional attire. The payment will be made in a lump sum by October 1st to each permanent cafeteria employee.
- C. Each school will choose its own color scheme and style of professional attire.
- D. Employees are expected to report to work with neat, freshly-laundered attire. It is the responsibility of each employee to launder and maintain his/her attire.
- E. Employees failing to meet these standards will receive a verbal warning for the first infraction, a written warning for the second infraction followed by a hearing before the Superintendent, or his/her designee, to determine if the infractions are just before more severe discipline is imposed.
- F. The District may require employees to wear identification badges.

## **ARTICLE 24 - JURY DUTY**

An employee who serves as a grand or traverse juror in a federal court on in the courts of the Commonwealth and who is thereby caused to be absent from work shall be paid the difference between such employee's regular wages and the compensation received for jury duty (exclusive of travel allowance), provided always, the employee immediately reports for work on those days that such employee is excused from jury duty prior to 10:00 A.M.

Further, such employee, if called to serve as a grand or traverse juror at a time when school is in session, shall seek to cause the court to postpone such service to such time as school is not in session.

## **ARTICLE 25 - EVALUATION**

The Supervising Principal or his/her designee or the Superintendent or his/her designee in the event the particular employee has more than one Supervising Principal shall evaluate each employee as the Supervising Principal or Superintendent, as the case may be, deems appropriate, but no less than once every two fiscal years. The form to be used for evaluation and the contents thereof shall be as from time to time authorized by the Superintendent. Whenever a form is authorized or the contents thereof revised, it shall be explained to each employee. Each evaluation report shall be placed in the employee's personnel file and the employee shall have the right to submit a written statement to such evaluation which shall be reviewed by Supervising Principal or the Superintendent and also placed in the employee's personnel file. An overall unsatisfactory evaluation and no other is a grievable event for which the employee receiving the same may grieve under Article 21.

## **ARTICLE 26 - MISCELLANEOUS**

A. The Committee agrees that employees covered hereunder shall be supplied with a printed copy of this agreement.

B. The Committee agrees to permit, upon proper notification, representatives of American Federation of State, County and Municipal Employees, State Council #93, AFL-CIO, to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

C. The Committee may create different "job classification(s)" for work to be done by unit employees and establish a temporary wage rate for each such "job classification". Thereafter, the Committee shall notify the Union of each "job classification", the duties to be performed, the number of positions established and the temporary wage rate to be paid the unit employee and may proceed to post and fill such positions, provided always, and upon written demand from the union, the Committee shall meet and bargain a final wage rate.

D. If new classifications are directed by Federal or State programs, and the classifications must be implemented to assure the operation of the mandated programs, the School Committee and the Union agree to negotiate the position post facto with all benefits and pay retroactive to the first day of employment. If after negotiations in good faith, the parties have failed to reach agreement, the impasse shall be presented to the Commonwealth of Massachusetts Board of Arbitration and Conciliation for final adjudication.

E. The Committee agrees to permit the Union to use a bulletin board provided by the Committee in the cafeteria for the purpose of displaying notices, and Union material.

F. The Committee agrees to permit the Union, upon reasonable notice, to utilize school facilities for the purpose of conducting the business of the Union's local chapter.

G. Upon request of the union, each January the Committee shall provide to the union a list of all bargaining unit employees, their current addresses, together with their union status, dues paid or agency service fee deducted.

H. Cafeteria workers may request reimbursement for the cost of professional development courses or trainings that occur outside of the workday. All requests must be in writing and preapproved by the Food Service Director.

**ARTICLE 27 - AMENDMENT AND ALTERATION OF AGREEMENT**

A. No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions, undertakings or covenants contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.

B. If any part of this agreement is in conflict with law, such part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of this agreement shall not be affected thereby.

**ARTICLE 28 FAMILY MEDICAL AND PARENTAL LEAVE**

The District shall abide by the provisions of the Family and Medical Leave Act (FMLA) as well as M.G.L. c. 149, § 105D (the so-called Massachusetts Parental Leave Act (MPLA)). The School Committee’s policies regarding the FMLA and MPLA are posted in a conspicuous location in the main office.

Leaves under the provisions of this Agreement, which are also eligible under the FMLA and/or MPLA, shall run concurrently as both FMLA/MPLA and contractual leave, and the more liberal of the provisions shall apply.

**ARTICLE 29 - DURATION OF AGREEMENT**

This agreement between the Committee and the Union shall become effective on the first day of July 2020, and shall continue in full force and effect to and including midnight June 30, 2023. In the event that either party gives written notice to the other that such party desires to amend this agreement, negotiations shall commence in the first week of February, 2020, or such other time thereafter as is agreeable to the parties.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 29th day of April 2020.

Witness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Gregory Boiwo

CENTRAL BERKSHIRE REGIONAL SCHOOL  
DISTRICT SCHOOL COMMITTEE

By: Barbara Craft-Reiss  
Its Chairman

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, STATE COUNCIL #93,  
LOCAL 204, AFL-CIO

By: Jessica Weuette  
Western Regional Coordinator

By: Jessica Weuette  
Council #93, Representative

By: Jeanne Schueid  
Local 204, Representative

Approved: 2021-05-25  
(Date)

## Cafeteria Cook/Supervisor

Associate \_\_\_\_\_ Date \_\_\_\_\_

Scoring: 5 – Always performs 4 – Usually performs 3 – Sometimes performs  
 2 – Occasionally performs 1 – Rarely performs 0 – Never performs N/A Not applicable

	<i>Rate the following on a scale of 0-5, or N/A</i>	Self-Eval. Score 0-5	Super. Eval. Score 0-5	Director Supporting Comments/Data
1	Follows scheduled hours for arrival and departure			
2	Follows scheduled break periods			
3	Maintains appropriate personal appearance, uniforms and personal hygiene			
4	Follows directions and assignments from Director in a professional manner			
5	Works well with associates, school staff and students			
6	Demonstrates positive communication and leadership skills			
7	Takes initiative to help associates with uncompleted tasks			
8	Models and displays good customer relation skills with students and staff			
9	Knows and follows proper food handling procedures			
10	Knows and follows proper receiving procedures and stock rotation			
11	Completes all food prep tasks and line stocking tasks in a timely manner			
12	Reads and follows standardized recipes, writes modifications to recipes if needed			
13	Maintains accurate Daily Procedure Records			
14	Submits request for food and supplies to Director in a timely manner			
15	Displays appropriate supervisory skills with associates			
16	Completes all necessary paperwork in a timely manner			
17	Assigns monthly inventory duties and supervises inventory taking in a timely manner			
18	Has passed basic online food safety course with a minimum score of 75%			

My strengths are:

My professional goals for the coming year are:

I would like further training in the following areas:



## Cafeteria Cook and Assistant Cook

Associate \_\_\_\_\_ Date \_\_\_\_\_

Scoring: 5 – Always performs 4 – Usually performs 3 – Sometimes performs  
 2 – Occasionally performs 1 – Rarely performs 0 – Never performs N/A Not applicable

	<i>Rate the following on a scale of 0-5, or N/A</i>	Self-Eval Score 0-5	Super. Eval Score 0-5	Director Supporting Comments/Data
1	Follows scheduled hours for arrival and departure			
2	Follows scheduled break periods			
3	Maintains appropriate personal appearance, uniforms and personal hygiene			
4	Follows directions and assignments from Supervisor in a professional manner			
5	Works well with associates, school staff and students			
6	Demonstrates positive communication and leadership skills			
7	Takes initiative to help associates with uncompleted tasks			
8	Displays good customer relation skills with students and staff			
9	Knows and follows proper food handling procedures			
10	Knows and follows proper receiving procedures and stock rotation			
11	Completes all food prep tasks and line stocking tasks in a timely manner			
12	Reads and follows standardized recipes, writes modifications to recipes if needed			
13	Maintains accurate Daily Production Records for area of responsibility			
14	Submits request for food and supplies to Supervisor in a timely manner			
15	Performs accurate cashiering duties			
16	Completes kitchen cleaning duties to expectations as assigned in rotation			
17	Assists in monthly inventory as assigned by Supervisor			
18	Has passed basic online food safety course with a minimum score of 75%			

My strengths are:

My professional goals for the coming year are:

I would like further training in the following areas:

# Signature Certificate

Document Ref.: 4MHFV-MFREQ-JCAV3-JLUNC

Document signed by:

	<b>Jessica Wemette</b> Verified E-mail: jwemette@afscme93.org	<i>Jessica Wemette</i>
IP: 72.70.245.34      Date: 24 May 2021 19:27:23 UTC		

	<b>Jeanne Schneid</b> Verified E-mail: jschneid@cbrsd.org	<i>Jeanne Schneid</i>
IP: 72.70.245.34      Date: 24 May 2021 19:28:50 UTC		

	<b>Barbara Craft-Reiss</b> Verified E-mail: bcraftreiss@cbrsdk12.org	<i>Barbara Craft-Reiss</i>
IP: 96.240.202.185      Date: 24 May 2021 20:30:00 UTC		

	<b>Gregory Boino</b> Verified E-mail: gboino@cbrsd.org	<i>Gregory Boino</i>
IP: 161.77.42.50      Date: 25 May 2021 13:32:24 UTC		

Document completed by all parties on:  
25 May 2021 13:32:24 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.

