



**AGREEMENT BETWEEN**

**THE GATEWAY REGIONAL SCHOOL COMMITTEE**

**AND**

**THE GATEWAY EDUCATION ASSOCIATION**

**FOOD SERVICE UNIT C**

**AUGUST 15, 2024 - AUGUST 14, 2027**

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## **PREAMBLE**

Pursuant to Certification MCR - 2057 of Representatives issued by the Massachusetts Labor Relations Commission on December 19, 1974, the Gateway Regional District School Committee, hereafter called the Committee, recognizes the Gateway Education Association, Food Service Unit C, hereinafter called the Association, as the exclusive bargaining agent of a unit of Food Service Employees of the Gateway Regional School District.

## **RECOGNITION**

The Employer recognizes the Association as the sole bargaining agent for Food Service Employees on the questions of wages, hours and other conditions of employment, but excluding the food service supervisor and all other personnel employed by the Gateway Regional School Committee.

## **ARTICLE ONE DURATION OF THE CONTRACT**

This contract will be effective from August 15, 2024 and will continue until August 14, 2027 unless by February 1 next prior to expiration of the contract year involved either the Committee or the Association shall have given the other written notice of the desire to modify or terminate this contract. During the negotiations of proposed amendments, the terms of this agreement shall remain in effect until a successor agreement is executed.

## **ARTICLE TWO NEGOTIATIONS PROCEDURES**

1. During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. The Committee will make available to the Association for inspection all pertinent public records of the Gateway Regional School District. Either party may, if it so desires, utilize the resources of outside consultants and may call upon professional and lay representatives to assist in the bargaining.
2. If negotiations reach an impasse, the procedures described in M.G.L. c. 150E will be followed.
3. When an agreement is reached, it will be reduced to writing and subject to ratification by the Committee and membership of the Association.

## **ARTICLE THREE GRIEVANCE PROCEDURE**

Grievances shall be processed in accordance with the following procedure. A grievance shall be defined as a dispute concerning the meaning, interpretation or application of a specific provision of this Agreement.

### **Step 1**

An employee who has a grievance shall submit the grievance in writing to their immediate supervisor within fifteen (15) school days of the date on which the grievance arose.

The supervisor shall attempt to resolve the problem and send a written answer to the employee involved within five (5) school days of receipt of the complaint.

**Step 2**

If the solution is unsatisfactory to the aggrieved employee, the grievance, in writing, shall be given to the building administrator within five (5) school days.

The building administrator shall then have five (5) school days to arrange a meeting with the Grievance Committee to resolve the difficulty.

Following the meeting, the building administrator shall submit their decision, in writing, within five (5) school days.

**Step 3**

If the decision of the building administrator does not resolve the problem, the Grievance Committee may request, in writing, a hearing before the Superintendent or their designee within five (5) school days of the receipt of the building administrator's decision.

**Step 4**

If the decision of the superintendent or their designee does not resolve the problem, the Grievance Committee may request a hearing before the School Committee within five (5) school days of the receipt of the superintendent's or their designee's decision. The superintendent or their designee will then arrange for a meeting between the Committee and the Association at the next regularly scheduled School Committee meeting or sooner. The Committee shall give its answer in writing within five (5) school days after its meeting.

In the event no settlement is reached, then the grievance will be submitted to an impartial arbitrator whose decision will be final and binding on the parties. Should the parties be unable to agree on an arbitrator, either party may request a list of arbitrators from the Massachusetts Board of Conciliation and Arbitration.

The expenses, if any, of such arbitrator shall be equally shared by the Committee and the Association.

The arbitrator shall have the authority to decide the issue presented in the grievance. The arbitrator shall be without power to add to, delete from, modify or change any provision of this Agreement.

Grievances filed at the end of the school year shall be processed according to the above procedure on days when the Central Office is in business rather than school days.

**Disciplinary Action.**

- a. No disciplinary action shall be taken against members of the bargaining unit except for just cause. If the disciplinary action is taken by the principal, any appeal of the discipline must be taken within ten (10) working days of receipt of the discipline notice, in writing, to the superintendent of schools.
- b. In the event the discipline is by the superintendent of schools, the appeal of the discipline must be to grievance arbitration in accordance with paragraph (c) below.
- c. In the event the disciplinary action is not resolved in paragraphs (a) or (b) above, the grievant must file for arbitration within twenty (20) days of receipt of the written decision of the superintendent of schools.
- d. Disciplinary actions shall be administered by the Principal of each school subject to the approval of the superintendent of schools pursuant to the Education Reform Act of 1993.

## **ARTICLE FOUR SENIORITY**

### **Section 1**

Seniority is defined as length of service in the bargaining unit from the most recent date of hire. Upon written request from the Association, a seniority list will be provided annually by October 1st of each school year. Such a list will be made available to the president of the Association.

### **Section 2**

- A. When a vacancy occurs which the Committee determines to fill and which cannot be filled within the department or school, notification of the vacancy shall be posted in each school cafeteria for not less than seven (7) calendar days prior to the closing date for applications. Outside applicants can be considered for vacant positions along with current employees.
- B. Employees who wish to be considered for the position must make a written application to the Food Service Supervisor within the seven (7) day posting period.

The successful applicant for a manager position shall be given a trial period of up to ninety (90) working days in the new position at the applicable rate of pay. The successful applicant for positions other than manager shall be given a trial period of up to twenty (20) working days in the new position at the applicable rate of pay. If, during the trial period, it is determined that the employee is not qualified to perform the work, they shall be returned to their old position and rate.

If the principal, subject to the approval of the superintendent, determines that no employee is qualified, the position may be filled from outside the bargaining unit.

- C. Vacancies which may result from filling an opening by the above method will be filled at the same time as the first vacancy.
- D. If a substitute is needed at the main complex, employees from the main complex will fill the position needed first and by seniority of the main complex employees, the lowest-hour position can then be filled by a substitute on the substitute call list. No employees working in other buildings may fill said position, unless a substitute worker cannot be found to work that day. If a substitute worker cannot be found, employees may be shifted from other buildings based on reverse seniority. If qualified person(s) with seniority have been asked and refused, a substitute may then fill in at vacant position's total hours needed. The higher of the stipends listed in Article 13 (hourly stipend X hours worked or daily stipend) shall apply to substitute work either in the main complex or in other buildings.

### **Section 3**

Employees who are temporarily transferred (to be defined as not more than five (5) days) will not suffer loss of hourly rate of pay, and the Committee will make every effort not to reduce their normal hours of work in their regular position occupied up to the time of transfer. This section shall not apply to transfers of more than five (5) days. An employee who is required to work extra time because another employee's transfer is necessitated by lack of a substitute will be compensated at their regular rate of pay.

### **Reduction in Force**

In the event of a reduction in force, the School Committee shall take into account seniority, ability, and qualifications, and when ability and qualifications are relatively equal, more senior employees may bump less senior employees. In the event that the position eliminated is a stipend position, the

employee reduced in force may bump any less senior employee in a non-stipend position. An employee who does not receive a stipend may not bump an employee who is receiving a stipend. Any employee whose hours of work have been reduced may replace another employee with the least years in the system who has the same hours as the person who is being reduced.

That employee bumped may bump the person in the system having the least seniority. Whenever it is necessary for the administration to reduce the number of employees in the bargaining unit or reduce the number of hours an employee works, the administration will notify an employee of such change two (2) weeks before it occurs. Such notice shall detail the new hours to be worked by the employee and shall then constitute regular hours of employment.

An employee who is laid off is entitled to recall rights. Said recall rights shall be equal to the employee's length of continuous service in the unit or a maximum of two (2) years whichever is shorter. Employees will be recalled in the inverse order of their layoff. Notice of recall will be sent by certified mail to the employee's last known address. If an employee fails to report back to work within seven (7) days after receipt of the recall notice, said employee shall forfeit all recall rights. An employee who is laid off will, if recalled, be entitled to all of the benefits to which they were entitled prior to layoff; however, benefits do not continue to accrue during the period the employee is laid off. Layoff shall not be considered a break in service for purposes of seniority unless the recall period has expired. Seniority does not continue to accrue during the recall period.

**Probationary Period/Just Cause**

All new employees will be placed on a six (6) month probationary period. During the six (6) month probationary period employees may be terminated for any reason, and such termination is not subject to the grievance procedure and is not arbitrable.

No employee who has completed their probationary period will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

**ARTICLE FIVE  
CONDITIONS OF EMPLOYMENT  
WORK WEEK AND HOURS OF WORK**

The work year shall consist of those days school is in session for a full day plus two (2) days before student opening day, at the discretion of the food service director, and one (1) day after school closes. One (1) additional work day shall be added to the work year for professional development. On an early release day, the School District will offer employees the option of working their regular hours at such duties as the Food Service Coordinator shall determine.

The regular work hours each day shall be consecutive (exclusive of lunch unpaid, half-hour for those employees scheduled to work more than four hours). Employees working more than (4) hours per day shall be entitled to one (1) fifteen (15) minute break. Employees scheduled to work eight hours per day are entitled to two (2) fifteen (15) minute breaks.

Work required on Saturday, Sunday, or legal holiday shall be first offered to qualified volunteers in that cafeteria. If no volunteers come forward, then the least senior employee may be required to work that day. If the least senior employee is unavailable, then the next least senior employee may be required to work and so forth until the shift(s) are filled.

## **EMERGENCY SCHOOL CLOSINGS**

Whenever, in the opinion of the Superintendent of Schools or their designee, a threat to life or a health hazard exists and all faculty and students are sent home, the association members shall also be released without loss of pay.

## **SNOW DELAY/CANCELLATION**

If school is cancelled after being delayed that day, an employee who had already reported to work on their regular schedule, but has worked less than half (1/2) of their daily hours will receive half (1/2) of their regular day's pay. If the employee has worked more than half (1/2) of their regular days daily hours, the employee will receive one (1) day's pay.

## **PAID HOLIDAYS**

The following are to be regarded as paid holidays and employees shall be paid for them.

|                        |                        |
|------------------------|------------------------|
| Labor Day              | New Years Day          |
| Columbus Day           | Martin Luther King Day |
| Veterans' Day          | Good Friday            |
| Thanksgiving           | Memorial Day           |
| Day after Thanksgiving | Christmas              |

An employee shall not be eligible for holiday pay for the period of time that the employee is receiving Workers' Compensation benefits.

An employee must actually work the scheduled work day immediately preceding and immediately following the holiday unless the employee is excused from work by their immediate supervisor after reporting to work, or the employee submits a doctor's certificate verifying illness on the scheduled work day prior to or after the holiday.

If an employee is not given paid time off for the holiday, because school is in session and school lunches are being provided, then the employee will be entitled to a paid floating holiday to be taken at a time mutually acceptable to the employee and the Food Service Supervisor, prior to the end of the school year.

## **OVERTIME**

An employee who works before or after normal food service operations hours (7 a.m. - 2 p.m.) for anything but required professional development which is paid at the employee's regular hourly rate, will be entitled to an hourly rate equal to one and one-half (1 ½) times the employee's normal hourly rate. To be entitled to overtime on a given day, an employee must work the employee's normally scheduled hours.

## **ARTICLE SIX LEAVE OF ABSENCE**

### **A. Sick Leave:**

It shall be the duty of the food service employee, in time of illness, to notify their immediate supervisor as early as possible that they will be unable to attend to their duties.

All employees shall continue to receive Workers' Compensation benefits for injuries suffered in the performance of their duties.

Newly hired employees accumulate sick leave at the rate of one (1) day for each month of service up to a maximum of ten (10) days in the first year of service. After completion of the first year of service, employees will be credited with fifteen (15) days of sick leave per year. An employee may use sick leave in the event of the employee's illness, family illness, or personal injury not compensable under Workers' Compensation. Unused sick leave shall accumulate to a maximum of one hundred eighty (180) days.

Each employee shall be informed at the beginning of each school year as to the number of sick leave days they have accumulated.

The administration may require a food service employee to provide a physician's certificate after the food service employee has used five (5) consecutive days of sick leave, if there is a pattern of sick leave use, and/or if abuse of sick leave is suspected, the administrator shall give prior notice to the food service employee that a physician's certificate would be required upon any further use of sick leave.

**ATTENDANCE INCENTIVE**

The following payments will be made to food service employees who have used no more than the following number of sick leave days:

| Sick Leave Days | Payment |
|-----------------|---------|
| 0               | \$500   |
| 1               | \$400   |
| 2               | \$300   |

An employee shall not accrue sick leave for the period of time that the employee is receiving Workers' Compensation benefits.

A Sick Leave Bank option is created on the following conditions. An employee may voluntarily contribute up to three (3) of that employee's sick leave days during each year of a contract term to a sick leave bank, except that no contribution may be made by an employee who has accumulated less than fifteen (15) sick leave days as of June 30 of the prior school year, with the exception of first year employees who may contribute at the end of their first year if they have accumulated ten (10) sick leave days as of June 30 of the prior school year, with the exception of first year employees who may contribute at the end of their first year if they have accumulated ten (10) sick leave days as of June 30 of the prior school year or any long-term chronic illness documented by appropriate medical information. The bank shall consist of a maximum of seventy-two (72) days donated by employees.

An employee may petition the Union to draw from the Sick Leave Bank. The Union may request the Superintendent or their designee to permit the employee to draw from the Sick Leave Bank. The Superintendent or their designee will decide whether to grant the request. The decision of the Superintendent or their designee is not subject to Article 3. An employee may draw up to fifteen (15) days from the Bank per request, renewable once. The employee must present a physician's certificate with each request and renewal request. An employee may draw no more than thirty (30) days from the Bank per contract term.

Only an employee who contributes to the Bank will be permitted to draw from the Bank, and then only when that employee has exhausted their credited and accumulated sick leave days.

**B. Bereavement and Illness:**

In the event of the death in the immediate family of a food service worker they will be granted up to five (5) days at any one time to arrange for and attend said service. Immediate family of a food service worker is defined as spouse, life partner, child, (including pregnancy loss), parent, parent in-law, legal guardian, grandchild, sibling, and shall include 'step' relationships listed herein.



Up to three (3) days at any one time to arrange for and attend the funeral in the event of death of the employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, niece, nephew, grandparent.

Similar leave of one (1) day will be granted in the event of the death of other members of the employee's family including aunt, uncle, and 1<sup>st</sup> cousin.

In the event of death of other persons as close as family, one (1) day may be granted at the discretion of the Superintendent of Schools.

Notwithstanding paragraph 1 and 2, an employee shall not be eligible to receive leave under this article for the period of time that the employee is receiving Workers' Compensation benefits, or while on an unpaid status.

**C. Personal Leave:**

An employee shall be entitled to two (2) days per year with pay for necessary personal business. Written notice of this is to be furnished to their immediate supervisor twenty-four (24) hours in advance, except in an emergency.

A total of one (1) personal day may be taken from May 1 through June 30 of any one year, and any exception to these conditions will be at the sole discretion of the Superintendent of Schools. The Superintendent of Schools must approve any personal days taken before or after a holiday or scheduled school vacation in advance. At the end of each school year food service employees with unused personal days will be compensated at a rate commensurate with their hourly rate multiplied by their daily hours.

An employee may not take a personal day during the time that the employee is receiving Workers' Compensation benefits.

**D. Unpaid Leave**

A request to utilize unpaid leave time must be submitted on the appropriate form to the Food Service Director at least twenty-four (24) hours in advance of the leave, except in cases of emergency. Unpaid leave requests are subject to the prior approval of the Food Service Director based upon operational considerations. If the request is approved, the form will be signed by the Food Service Director and the employee.

Unpaid leave requests will not be granted if the employee has any personal days remaining. Unpaid leave may not be taken on the work day before or after a holiday and/or school vacation break. No more than five days (5) days of unpaid leave may be granted per employee in a particular school year.

**E. FMLA/Parental Leave/Maternity Leave**

The Committee shall abide by the provisions of the Family Medical Leave Act (FMLA) and M.G.L. c. 149 section 105D (the so-called Massachusetts Parental Leave Act (MPLA)). The Committee's policies regarding the above-referenced laws will be posted in each administrative office.

Leaves eligible under FMLA and MPLA shall run concurrently with any contractual leave and the more liberal of the provisions shall apply. Accumulated sick leave may be utilized in the event of personal injury or illness in excess of FMLA limits. The FMLA limitation on sick leave use (60 days per FMLA year) shall not limit the use of accumulated sick leave under the terms of section A above.

Parental Leave:

1. Eligibility. All employees covered by this agreement who qualify under Massachusetts law will be eligible for up to eight (8) weeks of unpaid Parental Leave (except as noted below) for the purposes of;
  - a) giving birth (see below) or for the placement of a child under the age of 18, or under the age of 23 if the child is physically or mentally disabled;
  - b) for adoption, if the employee is adopting or intending to adopt; or
  - c) for the placement of a child with an employee pursuant to a court order; If both parents work for the District, they shall be eligible for up to eight (8) weeks of leave in the aggregate.
2. Notification. An employee must give at least two (2) weeks' notice to the Superintendent's Office of their anticipated date of departure and intention to return, or as soon as practicable if the delay in the notice is for reasons beyond the employee's control. Unpaid Parental Leave will not count toward the length of service or seniority.

Maternity Leave

For an employee giving birth, medical conditions caused or contributed to by pregnancy, childbirth, recovery, or related conditions shall be treated as temporary disabilities for all job-related purposes. The term "temporary disabilities" shall be interpreted as being within the meaning of the term "sick". Accumulated sick leave shall be available for use during such periods of disability.

All requests for extension or renewal of leaves will be applied for and granted in writing.

**F. Jury Duty/Court Leave:**

The Committee agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty, exclusive of travel or any other allowances. This provision will not apply to an employee receiving worker's compensation benefits.

If an employee is notified that they may be called for jury duty, they must notify their supervisor immediately, and provide a copy of the juror notification. Employees are expected to keep their supervisor informed of all communications regarding their service as a juror so that plans may be made for covering such absences. In order to receive compensation, an employee must provide their supervisor with a juror service certificate showing proof of juror service for those days.

The Superintendent, in their sole discretion, may grant an unpaid or paid leave to an employee who has been subpoenaed to attend court proceedings unrelated to the employee's employment with the District. If the employee is granted a paid leave (not to be deducted from an employee's accumulated leave time), the cost of providing a substitute during the employee's absence will be deducted from the employee's pay. The Superintendent's decision is not subject to the grievance procedure and/or arbitration.

**G. Return from Leave of Absence:**

An employee, upon return from a leave of absence will retain the accumulated and unused sick leave prior to the leave of absence. An employee on an unpaid leave of absence must notify the Superintendent of Schools by March 1 of their intention to return to the system for the succeeding school year.

**H. Severance Pay:**

A food service worker, upon retirement, or their estate upon their death, who has completed the following years of service shall be paid for accumulated sick time and unused sick leave as follows:

| Years of Service | Days of Sick Leave |
|------------------|--------------------|
| 15               | 47                 |
| 20               | 62                 |
| 30               | 78                 |

In order to qualify for this benefit upon retirement, the employee must notify the Superintendent by December 1st of the prior year of such retirement intentions to be in effect in the next school year. Sick leave shall not be transferable.

**Section 56 of Chapter 572 of the Acts of 1985**

No cash salary or wages shall be paid by the commonwealth or any such country, city, town or district to any person for any period for which weekly total incapacity compensation under this chapter is payable, except that such salary or wages may be paid in full until any overtime or vacation which the said employee has to their credit has been used, without deduction of any compensation herein provided for which may be due or become due the said employee during the period in which said employee may be totally incapacitated, and except that such salary or wages may be paid in part until any sick leave allowance which the employee has to their credit has been used, any other provisions of law notwithstanding except as otherwise provided in a collective bargaining agreement.

**ARTICLE SEVEN  
GROUP INSURANCE**

The Committee authorizes seventy percent (70%) of the Blue Cross/Blue Shield P.P.O. plan of the type presently available to food service workers. The employer contribution to the H.M.O. plan will be seventy-five percent (75%) with the employee contributing the remaining twenty-five percent (25%).

Food service workers who are regularly scheduled to work twenty (20) hours or more per week shall be entitled to participate in the School District's group health insurance plan in accordance with M.G.L., Ch. 32B.

The parties agree to create a Health Insurance Advisory Committee. The bargaining unit will have one (1) member on the Committee. The purpose is to meet periodically during the course of the year to review health insurance options and to make recommendations to the school committee.

**HEALTH INSURANCE FOR RETIREES**

Employees, as of September 1, 1996, will be entitled to participate in the District's future offering of health insurance for retirees. The plan will commence on August 31, 1999, and the employer contribution will be fifty percent (50%) of the premium with the employee contributing the remaining fifty percent (50%). If the employee is not on the District's health insurance plan at the time of retirement, they will not subsequently be able to participate in the retiree health insurance plan.

When the employee is eligible for Social Security benefits, the employee will no longer be able to participate in the District's health plan offering for retirees. At this time the employee will be eligible to receive from the District a fifty percent (50%) contribution of the premium for any supplemental coverage including Medex Gold.

**ARTICLE EIGHT  
TRAVEL**

When an employee has received prior approval from their supervisor to use their personal automobile for travel related to their employment, they will be reimbursed for mileage at the Internal Revenue Service rate. This rate of reimbursement is in addition to the costs for parking, garages, and tolls.

**ARTICLE NINE  
ASSOCIATION BUSINESS**

**A. Association Representatives:**

Association Representatives shall be permitted to have time off without loss of wages for the processing of grievances, arbitration or negotiations.

The Association will furnish the employer with a list of Association representatives and their jurisdictions.

**B. Bulletin Boards:**

The Association may post notices on bulletin boards or an adequate part thereof in places and locations where notices usually are posted by the Employer for employees to read. All notices shall be on Association stationery, signed by an official of the Association and shall only be used to notify employees of matters pertaining to Association affairs. Notices may remain posted for a reasonable length of time.

**C. Employer Provision of Information:**

The employer will provide the Association Officers with the following information: a list of all employees, date of employment and job classification with the opening of school each September.

**ARTICLE TEN  
PERSONNEL RECORD**

A. Any employee shall have the right, upon written request, to be granted an appointment to inspect their personnel folder and make copies of such contents and records as concerns their work of themselves. The Administration and Employee reserve the right to have a witness in attendance at the appointed time of inspection.

B. An evaluation format shall become a part of the annual evaluation of each employee.

C. Discrimination - The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, sexual orientation, disability, or age and that such persons shall receive the full protection of this Agreement.

**ARTICLE ELEVEN  
COMPENSATION AND PAYROLL DEDUCTIONS**

Direct deposit of paychecks will be mandatory for all food service workers. Employees will be provided with a payroll deduction slip, online or paper copy, each paycheck showing gross earnings, itemized deductions and net earnings for the pay period.

An employee may consent in writing to the authorization of deduction of the Association dues from their wages and to the designation of the Association as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee.

The Committee agrees to authorize the treasurer to take the following deductions when properly authorized by the employee:

1. Association Dues
2. Polish National Credit Union
3. Tax Sheltered Annuities
4. Health Insurance
5. Life Insurance

Deductions other than for life insurance and tax annuities shall be made equally in each of the first two paychecks of each month.

Payments will be made to the credit union by the district treasurer within seven (7) working days of the withholding. Changes in deductions requested by the employee will be limited to September and January. This does not preclude the individual from making a change in the event of an emergency.

## **ARTICLE TWELVE EVALUATIONS**

Employees in the unit shall be evaluated annually at least once on a form prescribed by management. Prior to entering the evaluation in the employee's personnel record, the employer shall make a copy available to the employee, who may discuss it with the evaluator, should the employee so request. The signature line shall have near it language which states, "my signature indicates I have read the above, but does not indicate approval or disapproval". An employee, who after discussing the evaluation with the evaluator still finds portions of the evaluation unacceptable, may attach a written response in their personnel file to such portions. In no case will evaluations be carried out by bargaining unit employees.

In the event the employee refuses to sign the evaluation, the employer will indicate on the evaluation that the employee refused to sign the evaluation. The evaluation will then be entered in the employee's personnel file.

## **ARTICLE THIRTEEN SALARY**

### **Step Placement:**

Step increases will no longer be on the employee's anniversary date. Step increases shall begin the first day of each school year for any employee covered by this contract that has worked at least fifty percent (50%) of the previous school year.

| <b>Column I</b>            |             |
|----------------------------|-------------|
| <b>2024-25 SCHOOL YEAR</b> |             |
| <b>STEP</b>                | <b>RATE</b> |
| Step 1                     | \$17.76     |
| Step 2                     | \$18.49     |
| Step 3                     | \$18.89     |
| Step 4                     | \$19.35     |
| Step 5                     | \$19.84     |
| Step 6                     | \$20.36     |
| <b>2025-26 SCHOOL YEAR</b> |             |
| <b>STEP</b>                | <b>RATE</b> |
| Step 1                     | \$18.29     |
| Step 2                     | \$19.04     |
| Step 3                     | \$19.46     |
| Step 4                     | \$19.93     |
| Step 5                     | \$20.44     |
| Step 6                     | \$20.97     |
| Step 7                     | \$21.22     |
| <b>2026-27 SCHOOL YEAR</b> |             |
| <b>STEP</b>                | <b>RATE</b> |
| Step 1                     | \$18.84     |
| Step 2                     | \$19.62     |
| Step 3                     | \$20.04     |
| Step 4                     | \$20.53     |
| Step 5                     | \$21.05     |
| Step 6                     | \$21.60     |
| Step 7                     | \$21.85     |

| <b>Column II</b>           |             |
|----------------------------|-------------|
| <b>2024-25 SCHOOL YEAR</b> |             |
| <b>STEP</b>                | <b>RATE</b> |
| Step 1                     | \$18.96     |
| Step 2                     | \$19.69     |
| Step 3                     | \$20.09     |
| Step 4                     | \$20.55     |
| Step 5                     | \$21.04     |
| Step 6                     | \$21.56     |
| <b>2025-26 SCHOOL YEAR</b> |             |
| <b>STEP</b>                | <b>RATE</b> |
| Step 1                     | \$19.49     |
| Step 2                     | \$20.24     |
| Step 3                     | \$20.66     |
| Step 4                     | \$21.13     |
| Step 5                     | \$21.64     |
| Step 6                     | \$22.17     |
| Step 7                     | \$22.42     |
| <b>2026-27 SCHOOL YEAR</b> |             |
| <b>STEP</b>                | <b>RATE</b> |
| Step 1                     | \$20.04     |
| Step 2                     | \$20.82     |
| Step 3                     | \$21.24     |
| Step 4                     | \$21.73     |
| Step 5                     | \$22.25     |
| Step 6                     | \$22.80     |
| Step 7                     | \$23.05     |

**Column II**  
Hourly rates for Elementary School Cafeteria Managers,  
Gateway Baker and Gateway Assistant Cook.

**Column I**  
Hourly rates for all food service workers with responsibilities  
not listed under Column II.

Effective August 15, 2024, Column II replaces the previous contract stipend language for elementary school cafeteria managers, Gateway baker and Gateway assistant cook.

Permanent food service employees temporarily filling above posts when incumbents are on authorized leave shall be compensated at the rate of \$5.50 per day above their base rate of pay.

**ARTICLE FOURTEEN  
LONGEVITY**

Employees shall be eligible for the following longevity based upon their continuous service in a food service bargaining unit position. Said payment will be made on the last payroll in the same fiscal year that the employee completes the necessary years of service in a food service bargaining unit.

|   |         |
|---|---------|
| After 10 continuous years of service to 14 years of service | \$260   |
| After 15 continuous years of service to 19 years of service | \$440   |
| After 20 continuous years of service to 24 years of service | \$790   |
| After 25 continuous years of service                        | \$1,130 |

**ARTICLE FIFTEEN  
CRIMINAL OFFENDER RECORD INFORMATION CHECKS**

The following applies to criminal offender record information ("CORI") checks pursuant to Chapter 385 of the Acts of 2002:

- a. CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause. In addition, CORI checks will be done prior to employment including fingerprint based criminal record checks as required by M.G.L. c. 71 § 38R, as amended by H.B. 4307, §7.
- b. A copy of a CORI report will be available to the employee. If the CORI report shows any activity, a copy will be sent to the employee including fingerprint based criminal record checks as required by M.G.L. c. 71 § 38R, as amended by H.B. 4307, §7.
- c. All CORI reports will be maintained in the Superintendent's office in separate confidential files including fingerprint based criminal record checks as required by M.G.L. c. 71 § 38R, as amended by H.B. 4307, §7.
- d. The Superintendent or other administrator in his/her central office designated by the Superintendent will be the only persons authorized to request CORI checks including fingerprint based criminal record checks as required by M.G.L. c. 71 § 38R, as amended by H.B. 4307, §7.

Any disciplinary action taken as a result of CORI checks including fingerprint based criminal record checks as required by M.G.L. c. 71 § 38R, as amended by H.B. 4307, §7 will be in accordance with this Agreement and/or law.

**ARTICLE SIXTEEN  
PROFESSIONAL STANDARDS**

All food service employees must meet the USDA Professional Standards. Training is mandatory and will be offered throughout the school year. Employees will keep track of their trainings and report to the Food Service Director at the time of the yearly evaluation. Training will be available online and by attending SNA Chapter Meetings.

**ARTICLE SEVENTEEN  
CLOTHING ALLOWANCE**

Each food service employee shall receive up to a one hundred fifty dollar (\$150) reimbursement per contract year in order to purchase closed toe non-slip footwear, shirts, pants, and/or baseball style caps or visors upon presentation of valid receipt(s).

All other terms, conditions and understandings as contained in the prior Agreement between the parties shall continue in full force and effect except as specifically provided in this Agreement.

**ARTICLE EIGHTEEN  
SURVEILLANCE EQUIPMENT**

The use of eavesdropping, public address, audio systems, security cameras and other similar surveillance equipment shall not be utilized in the evaluation or supervision of food service workers. This Article does not prohibit the use of such devices being used as evidence in instances where an employee is on notice of an active investigation. Such investigations shall not be capricious or in bad faith.

THIS AGREEMENT IS ENTERED INTO THIS 30 DAY OF April.

FOR THE EMPLOYER:

Sarah Page  
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FOR THE ASSOCIATION:

Wanda Kivita  
\_\_\_\_\_