

AGREEMENT BETWEEN
MOHAWK TRAIL REGIONAL SCHOOL COMMITTEE
AND THE
UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL, AND SERVICE
WORKERS INTERNATIONAL UNION, LOCAL 12325-7
(CAFETERIA EMPLOYEES CONTRACT)

AGREEMENT ON WAGES AND WORKING CONDITIONS made and entered into as of 17 day of July, 2019, by and between the Mohawk Trail Regional School Committee, 24 Ashfield Road, Shelburne Falls, Massachusetts (hereinafter referred to as the "Employer"), and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial, and Service Workers International Union on behalf of its Local 12325-7 (hereinafter referred to as the "Union").

Article I
Recognition

1.1 The Employer recognizes the *Union* as the sole and exclusive bargaining representative of its Cafeteria Employees at the Mohawk Trail Regional High School for the purpose of collective negotiations for establishing rates of pay, wages, hours of work and other conditions of employment for all permanent full time employees aforementioned. Unless otherwise indicated, the employees in the covered unit will hereinafter be referred to as "employees". Excluded from the bargaining unit are all supervisory, managerial, professional, temporary, casual, seasonal, substitute employees, part-time and employees regularly scheduled to work less than twenty (20) hours per week, and other employees of the School District.

1.2 The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make agreement with any group or individual for the purpose of changing any condition contained in this agreement during the life of this agreement.

Article II
Negotiations Procedure for Successor Agreement

2.1 The Employer and the Union agree to meet for the purpose of negotiating in a good faith effort to reach agreement for a successor labor agreement on any proposal submitted with respect to negotiable subjects. The Employer and/or the Union shall submit written proposals to the other concerning proposed changes in this Agreement, or terms and conditions of

employment not covered by this Agreement, which it desires to negotiate. Should either party desire to renegotiate this Agreement, it must notify the other party in writing no later than May 1st prior to the expiration date of this Agreement. Whichever party desires to renegotiate must present its proposal in writing, to the other party no later than ninety days prior to the expiration date of this Agreement. The receiving party shall then make its initial proposal, in writing, no later than 60 days prior to the expiration date of this Agreement. All of these dates may be changed or extended by agreement of both parties.

2.2 The Employer and the Union agree to recognize Union officials who may negotiate between the Employer and the Union. The Union Officials shall be relieved from duty without loss of pay to permit participation in negotiations.

Article III **Grievance Procedure**

3.1 Definitions:

- a) *Grievance* – Any complaint, dispute, or trouble of any kind by an employee, or group of employees, the Union, or the Employer concerning an alleged violation of, or variation from the provisions of this Agreement, or practice, or the interpretation or application thereof.
- b) *Grievant* – shall refer to an employee, or group of employees, the Union.
- c) *Right of Representation* – the Grievant is entitled to Union representation at all steps of the grievance procedure.

3.2 Procedure – The parties acknowledge that it is usually most desirable for the Employee and the Food Service Director to resolve problems through informal communications. Whenever requested by the Employee, the Union may intervene to assist in this resolution. If an Employee is given an order by a supervisor to perform some work function or obligation or refrain from some work function or obligation, the employee is required as a condition of employment to obey the order. If the Employee believes the order violates the agreement, the Employee must obey the order and then file a grievance before a grievance is effective. Should the informal process fail to resolve the problem, then a formal filing of a grievance may be made, in accordance with the following procedure:

Step 1 - If the Grievant does not elect to take up the matter informally with the Food Service Director, or if the alleged grievance is not otherwise settled informally, the Grievant shall bring the matter before the Steward and the Food

Service Director within two (2) working days of the alleged violation of, or variation from, the provisions of this Agreement. If the grievance is not settled among the Grievant, the Steward, and the Food Service Director, the grievance must be presented in writing to the Food Service Director within ten (10) calendar days from the date of the incident being grieved, or within ten (10) calendar days of reasonable knowledge of the occurrence of the incident. The Food Service Director will arrange for a meeting between the parties within ten (10) calendar days after the receipt of the written grievance. The grievance must specifically cite the articles and sections of the Agreement allegedly violated as a result of the incident. The Food Service Director shall answer the grievance in writing within ten (10) calendar days of the meeting.

Step 2 - If the grievance is not resolved at Step 1, then the grievance may be filed in writing with the Business Administrator, within ten (10) calendar days of the receipt of the written answer from the Food Service Director. The Business Administrator will arrange for a meeting between the parties within ten (10) calendar days after the receipt of the written grievance. The Business Administrator will answer the grievance in writing within ten (10) calendar days.

Step 3 - If the grievance is not resolved at Step 2, then the grievance may be filed in writing with the Superintendent within ten (10) calendar days of the receipt of the written answer from the Business Administrator. The Superintendent will arrange for a meeting between the parties within ten (10) calendar days after the receipt of the written grievance. The Superintendent will answer the grievance in writing within ten (10) calendar days.

Step 4 - If the grievance is not resolved at Step 3, then the grievance may be filed in writing with the School Committee within ten (10) calendar days after the receipt of the written answer from the Superintendent. The School Committee will schedule a meeting to hear the grievance at its next regularly scheduled School Committee meeting, unless the grievance is filed with the School Committee less than ten (10) days before its regularly scheduled School Committee Meeting, in which event the meeting will be scheduled for the meeting next following the School Committee's regularly scheduled meeting. The School Committee will respond in writing within ten (10) calendar days after hearing the grievance.

Step 5 - If the grievance is not resolved at Step 4, then the Union has thirty (30) calendar days to file a written Demand for Arbitration with the American Arbitration Association with a written copy of the Demand for Arbitration sent to the Superintendent.

3.3 The cost of such arbitration shall be borne equally by the parties. The decision of the Arbitrator shall be final and binding. The Arbitrator has no

authority to add to, subtract from, amend, or modify the provisions of the Agreement.

3.4 Any change in the time limits of the steps above shall only be by mutual consent and recorded in writing and signed by the parties.

3.5 No reprisals of any kind will be taken against any participant in the grievance procedure by reason of such participation.

Article IV
Management Rights

4.1 The Union recognizes the right of the Employer to operate and manage the School District, including but not limited to the determination of educational policy, to assign work to employees, and to direct and control the use of its properties and facilities and that such rights are vested exclusively in the School District. Without limiting the generality of the foregoing, the Employer reserves to itself, the right to lay off employees, to determine, change, create and eliminate job classifications, descriptions, and duties at any time, based on operational needs; to hire, train, assign, transfer to other shifts on a temporary or permanent basis, and promote employees; to periodically evaluate and determine employee qualifications and work performance and to develop, and periodically change, forms and standard for this purpose; to discipline, suspend, dismiss or demote employees for good cause; the right to introduce and change improved methods, facilities, operations, processes, services, and techniques which may add to or delete from current employees duties and responsibilities; to contract and subcontract for materials, services, supplies, and equipment; including the right to subcontract out all or any portion of work performed by any employee in any classification; to decrease at any time any employee benefit, or discontinue any past practice at any time which is not specifically provided for in this Agreement; the right to promulgate and enforce rules and regulations relating to operations and safety measures, and any and all other matters of managerial prerogative vested exclusively in the Employer with appropriate authority to act delegated to the Superintendent of Schools, and/or the Principal(s), as provided for in the Education Reform Act of 1993, and/or Business Manager, Cafeteria Manager.

4.2 All management functions and responsibilities, whether or not possessed or exercised by the Employer prior to the execution of this Agreement, are reserved exclusively to the Employer, except to the extent that the same are restricted by specific provisions of this Agreement.

4.3 All management functions and responsibilities specifically reserved to the Employer in this Agreement are retained by and vested exclusively in the Employer and its designated agents or employees. The Employer's exercise of any management right or function in a particular manner shall not preclude

the Employer from exercising the same in any manner which does not expressly violate a specific provision of this Agreement. The Employer's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise the same in the future.

Article V

Employee Rights

5.1 Employees shall have the right upon written request to the Employer, to review and respond to the contents of their respective personnel files in the manner provided by law.

5.2 In the event the Employer will take, or intends to take a vote that impacts on the terms and conditions of Employees covered by this contract, the Employer shall notify the Union of this occurrence. If the Union does not request a meeting within twenty-one (21) days of receiving notification, or a copy of the minutes, the right to bargain on the change will be deemed vacated.

5.3 The Principal/Superintendent shall not suspend, discharge, or take any disciplinary action against an Employee without good cause. If an Employee is disciplined, suspended, or discharged, the Principal/Superintendent shall give such Employee a written notice setting forth the cause for the discipline, suspension, or discharge. An Employee will be permitted Union representation, if the Employee requests representation, at an Employer investigation, which may reasonably result in disciplinary action against the Employee.

5.4 There will be no reprisals of any sort taken against an Employee by reason of his/her membership in or activity on behalf of the Union.

5.5 The Employer shall provide to the Union a copy of the School Committee meeting minutes. The Employer shall also provide to the Union a copy of the School Committee meeting agenda, prior to the School Committee meeting, if possible.

Article VI

Non-Discrimination

6.1 The Employer and the Union agree that every employee of the School Committee has the right freely to organize or not organize, join or not join, support or not support the Union and its affiliates for the purpose of engaging in collective bargaining and other activities for mutual benefit.

6.2 The Employer and the Union agree that neither shall directly nor indirectly coerce any employee in the enjoyment of any right conferred

under Chapter 150E of the Massachusetts General Laws, the Constitutions of Massachusetts, and the United States.

6.3 The Employer and the Union agree not to discriminate against or coerce any employee because of any criteria established and prescribed by any Massachusetts State or Federal Law or any regulation promulgated pursuant thereto.

Article VII
Salaries & Benefits

7.1A NEW HIRES

- Effective July 1, 2019, new hires shall be compensated based upon a wage range of \$12.86 to \$15.81 at the discretion of the Employer based upon qualifications and experience.
- Effective July 1, 2020, new hires shall be compensated based upon a wage range of \$13.25 to \$16.28 at the discretion of the Employer based upon qualifications and experience.
- Effective July 1, 2021, new hires shall be compensated based upon a wage range of \$13.65 to \$16.77 at the discretion of the Employer based upon qualifications and experience.

7.1B CURRENT EMPLOYEES

- Effective July 1, 2019, the following named Employees only shall receive hourly compensation as follows: Tammy Wheeler, Karen Lovett, Deb Plante - \$17.79, Cody Wilson - \$15.81.
- Effective July 1, 2020, the following named Employees only shall receive compensation as follows: Tammy Wheeler, Karen Lovett, Deb Plante - \$18.32, Cody Wilson - \$16.28.
- Effective July 1, 2021, the following named Employees only shall receive compensation as follows: Tammy Wheeler, Karen Lovett, Deb Plante - \$18.87 Cody Wilson - \$16.77.

7.1C ASSISTANT FOOD MANAGER(S)

- Effective August 15, 2019, Assistant Food Managers supplemental hourly rate is \$2.14.

- Effective August 15, 2020, Assistant Food Managers supplemental hourly rate is \$2.21
- Effective August 15, 2021, Assistant Managers supplemental hourly rate is \$2.27.

Each employee assigned to the Assistant Manager position will be compensated at the supplemental rate for 2 hours each work day.

7.2 Employees shall be remunerated upon the basis of an hourly wage.

7.3 LONGEVITY STIPENDS

Any employee working a regular schedule of at least 17.5 hours per week with 10+ years of service to the district will be given a longevity stipend as follows:

10-14 Years	\$250
15-19 Years	\$500
20-25 Years	\$750

7.4 BLIZZARD BAG DAYS

Workers are authorized to participate in the Mohawk Trail Regional School District's Alternative Structured Learning Day Program otherwise known as Blizzard Bag Program. Workers will complete assignments previously approved by the Co-Food Service Directors as well as the Principal. Evidence of completion will be submitted to the Building Principal on the designated Blizzard Bag Form. This form will not be used in any way for evaluation purposes. There will be a maximum of 5 (five) Blizzard Bag Days or to be determined by the School Committee. The Superintendent will designate which cancelled days will be Blizzard Bag Days.

7.5 PERFECT ATTENDANCE BONUS

Cafeteria workers who complete an entire school year providing assigned duties without absence, other than approved absences for jury duty, bereavement, and personal leave at the discretion of the Superintendent, shall be paid a Perfect Attendance Bonus of five hundred dollars (\$500). Each eligible bargaining unit member can select the pay period during the succeeding contract year in which said perfect attendance bonus shall be paid.

Article VIII

Method of Payments

8.1 The Employer shall, on request of an Employee, provide within a reasonable time, that Employee's information related to hours worked, the rate of pay, the gross pay, the deduction from pay, and the net amount of check, provided such information was not previously rendered to the Employee at the immediate last pay period.

8.2 Employee retroactive pay or special functions pay, or vacation pay may be issued separately from the employee's regular wages, whenever this is practical and reasonable.

8.3 Regular earnings shall be rendered once every two weeks in conformity with the payroll schedule of the Employer. Except in unusual situations, Thursdays in every other week shall be the day on which regular earnings are distributed. In the event that school is not scheduled to be in session on a Thursday when pay is distributed, then the regular earnings check shall be distributed the next school day prior or shall be mailed out by the Employer on Wednesday.

For all new employees following the commencement of this agreement, all pay shall be distributed through Direct Deposit to the employees designated financial institution.

8.4 Payment rendered to the Employee shall, for the two-week period, be calculated by the Employee's hourly rate of pay, multiplied by the total number of hours actually worked by the Employee, plus any other additional remuneration as set forth in this agreement.

8.5 Payments shall not be rendered to Employees for time spent on unauthorized leaves of absences, nor to Employees unable to report to work due to sickness or illness, if such Employee's personal sick leave entitlement has been exhausted.

8.6 Whenever a group from outside the School District makes use of the Cafeteria, one Cafeteria employee will be present for a group of 100 or less; two employees for a group of 100 or more, to oversee the cafeteria. Such employee(s) shall be compensated at their regular rate of pay. The minimum being four hours. Such duties from outside groups will be rotated among employees who volunteer. The order of rotation shall start with the senior employee and rotation shall progress based upon seniority. It is agreed that for school related functions, exceptions to the minimum staff rule may be made.

Article IX
Insurance

9.1 **Health Insurance** - Employees of the district who are regularly scheduled to work twenty (20) or more hours per week are eligible for health insurance. Effective July 1, 2008, said employees will receive health insurance benefits through the Group Insurance Commission (GIC) in accordance with the 9/28/07 Public Employee Committee (PEC) GIC Memorandum Agreement between the School Committee and the PEC.

New employees may join a health insurance plan in accordance with G.I.C. regulations. Once hired, employees may switch plans only on the Anniversary date, or due to a change in family status (qualifying event). A change in family status for this purpose includes marriage, birth of a child, divorce, death of a spouse or child, termination of employment of a spouse and such other events that the health insurance carrier determines will permit a change of plans. Employees must notify the Central Office within thirty (30) days of the qualifying event.

9.2 **Dental Insurance** - The employer agrees to provide group contributory dental insurance plan for active Employees in the bargaining unit. The premium contribution for active employees to the dental plan shall be 25% of the plan costs with an employer premium contribution of 75% of the plan cost.

If a supplemental and/or higher coverage (i.e., greater than \$750 of coverage per year) dental and/or dental health insurance plan is offered, employees may participate in such plan if employees assume responsibility for the payment of the full cost of such plan (i.e., the difference between the regular dental insurance plan and the supplemental and/or higher coverage plan).

9.3 **Life Insurance** - The employer agrees to provide group life insurance for Employees in the bargaining unit in the value of twenty thousand dollars (\$20,000.00) with AD & D rider consistent with the Employer's policy related thereto, and in conformity with Chapter 32B M.G.L.

Article X
Leaves

10.1.1 **Sick Leave** - Employees shall be credited with fifteen (15) sick leave days per year. Employees who commence work at any time after the first work day of the contract year shall receive a prorated amount of sick leave. A total of five (5) of such accumulated sick days may be used per school year to take care of an employee's sick or injured child, step-child, foster child, spouse, or parent regardless of whether they live in the employee's household; and a grandparent, brother, or sister only if they reside in the employee's household.

The Employer reserves the right to request medical certificate for sick days used where sick leave usage is excessive, patterned, or suggests abuse of sick leave, in which case medical certification may be required for every sick leave day used until further notice. Unused sick days shall be carried forward from year to year up to a maximum of 180 days.

10.1.2 **Sick Leave Buyback** - Remuneration shall be an amount equal to the employee's personal sick leave accumulation at the end of the school year, less one hundred and eighty (180) days, multiplied by the per diem cafeteria staff substitute rate for that employee's position.

10.2 **Workers' Compensation** - Employees employed in the bargaining unit who are on Workers' Compensation may charge the difference between their compensation payments and their regular salary against accumulated sick leave, if such leave is available for that Employee, in order to receive full pay.

Workers' Compensation leaves will be granted with no time limits, subject to applicable law.

10.3.1 **Bereavement Leave** - Employees who have been continuously employed in the bargaining unit for a period of one year shall be credited with *five non-cumulative* paid bereavement days per year for each bereavement of a member of the Employee's immediate family. For purposes of this section, **immediate family** shall mean current spouse, parent, children, step-children, foster children, grandparent, brother, and sister. Employees who have been continuously employed in the bargaining unit for a period of one year shall also be credited with *three non-cumulative* paid bereavement days per year for each bereavement of the Employee's spouse **immediate family**. For the purpose of this sub-section of this article, spouse's **immediate family** shall mean, current spouse, parent, children, step-children, foster children, grandparent, brother, and sister. The Employer reserves the right to request certification for bereavement days used or where bereavement leave usage is excessive, patterned, or suggests abuse of bereavement leave. Bereavement leave is only given if the death occurs during the employee's work year or within five days of the beginning of the work year.

10.3.2 One day out of the categorical bereavement leave may be reserved by the Employee until the actual burial, cremation, or other funeral memorial of the deceased family member. Authorization will be made by the Superintendent through the leave approval form process. Additional unpaid bereavement leave may be granted at the discretion of the Superintendent through the leave approval form process.

10.3.3 If staffing conditions and scheduling will permit, the Employer may grant up to two employees bereavement leave with pay to attend the funeral of a deceased cafeteria staff member.

10.4 **Personal Leave** - Employees who have been continuously employed in the bargaining unit for a period of one year would receive three (3) non-cumulative paid personal days per year to attend to business matters which can not be scheduled at any other time. Personal leave may be granted at the discretion of the Employer and shall be limited to: marriage of an employee or immediate family member, (for the purpose of this article, immediate family member shall be as defined in 10.3.1 above), medical appointments, legal appointments or transactions, birth of a child, adoption of a child, serious illness, or death of a friend or relative, graduation of a friend or relative, moving to a permanent residence. The employee must submit a written request for the personal day(s) and the request must specifically cite which of the above reasons are applicable to his/her request.

10.5 **Statutory Leave** - Employees shall be paid for Jury Duty provided the Employee signs over to the Employer any compensation paid to the Employee for such duty. To the extent that the statutory provisions of the federal Family and Medical Leave Act (FMLA) the maternity provisions of M.G.L., c. 149, s. 105D, or the State Small Necessities Leave Act, are applicable to the Employer, the Employer shall comply with the requirements of these laws. Whenever an employee is entitled to and/or granted paid or unpaid leave pursuant to the terms of this Agreement, and the employee is also entitled to leave pursuant to the FMLA or the State Maternity Law for the same occurrence, both the leave provided pursuant to this Agreement and that which is provided pursuant to the FMLA and State Law will be provided concurrently. Also, FMLA leave will be provided concurrent with Workers' Compensation benefits where concurrent entitlement exists.

10.6 **Court Leave** - Any employee in the bargaining unit shall be entitled to temporary leave of absence for appearing in any legal proceedings connected with the employee's employment, or with the school system, or any legal proceedings connected with the employee's employment if the employee is required by law to attend. The employee will also be entitled to temporary leave of absence for appearing in any legal proceedings not connected with the employee's employment, such as jury duty or witness ordered by law. Such employee will receive the difference in pay from what they would have earned and what they received from the court.

10.7 **Military Leave** - Any employee in the bargaining unit shall be entitled to leave of absence during the time of his/her compulsory services in the Armed Forces of the Commonwealth or during a compulsory annual tour of duty not exceeding seventeen days as provided in Chapter 33, Section 59, of the Massachusetts General Laws as a member of the reserve component of the Armed Forces of the United States, and shall receive the difference between his/her normal or regular pay and military pay.

Article XI
Sick Leave Bank

11.1 The Employer and the Union agree that the Employer shall establish and manage a sick leave bank for use of eligible employees. The Sick Leave Bank shall ~~render~~ determination respecting grants of leave from the Sick Leave Bank, and receive applications therefor. The Sick Leave Bank Committee consisting of two (2) representatives designated by the Employer, and two (2) representatives designated by the Union President, and one (1) representative designated by the four Employer and Union representatives.

11.2 Rules and regulations of the Bank and all actions of the Bank shall be by majority vote of the Sick Leave Bank Committee.

11.3 The Sick Leave Bank Committee may provide grants of sick leave to those bargaining unit employees who are disabled as a result of a prolonged and/or catastrophic illness or injury, and who have no remaining sick leave in their personal sick leave account, and who have made a written request to the Sick Leave Bank Committee. The Sick Leave Bank Committee shall govern all phases of the Sick Leave Bank, including the option to accept or reject applications for sick leave.

11.4 The Sick Leave Bank Committee may not provide grants of sick leave totaling more than one hundred and eighty (180) days to any individual bargaining unit employee during any five-year period.

11.5 Employees of the bargaining unit will provide three sick days per year and the School Committee will also provide three (3) sick days per year per Employee of the bargaining unit (exclusive of supervisors). Such sick days may be accumulated from year to year, to be placed into the Sick Leave Bank. Such bank may have up to one hundred and eighty (180) days available in it.

Article XII
Professional Development

12.1 ***In-service*** - Employees will be entitled to reimbursement for work related courses at 50% reimbursement rate up to \$150.00 per year, after successfully fulfilling the requirement and/or completing the training and/or obtains the license he/she intends to use during the course of employment with the Employer. The course and/or training must receive prior approval of the Principal.

12.2 ***ServSafe Certification*** - All employees are required by the District to be ServSafe certified. Employees will be reimbursed for one hundred percent (100%) of the cost for the training, books, and mileage (at the District rate) upon obtaining certification (note: if an employee does not initially successfully

obtain certification, only the costs associated with the training which resulted in certification will be reimbursed).

12.3 The District may mandate that employees attend training. In such event, the employees will be compensated at their regular hourly rate for the time the employee was actually in attendance at the training.

Article XIII **Seniority**

13.1 Seniority shall mean the employee's total length of continuous service in months, days, and years from the employee's first actual day of work for the Employer, notwithstanding time spent on paid or unpaid leaves of absence. This definition shall apply to all provisions of this Agreement. If more than one employee applies for a benefit, the more senior employee shall receive it when only one employee may receive that benefit.

13.2 Seniority as defined in 13.1, for the purposes of advancement on the salary schedule, shall be modified to discount any time spent on unpaid leaves of absence which total six or more months in consecutive duration.

13.3 Employees with previous service in the Mohawk Trail Regional School District, upon return to cafeteria work, will receive full credit towards seniority. Employees on leave of absence over ninety (90) days will not receive seniority credit, except for maternity leave.

13.4 Seniority will be lost for: (a) employees who resign or are discharged for good cause; (b) failure to return to work from leave of absence at scheduled time; (c) employees who fail to report to work after proper recall within seven (7) days of notification; (d) employees who fail to report to work for three (3) consecutive scheduled shifts (This circumstance will result in automatic termination of employment where the employee is a no-call and fails to report for work as scheduled.); (e) employees' time spent on unpaid leaves of absence which total six or more months in consecutive duration; (f) and except for maternity leave, employees on leave of absence over ninety days.

Article XIV **Vacancies/Promotions**

14.1 The Employer and the Union agree that when a position covered by this Agreement becomes vacant, or a new position is created, such vacancy shall be posted on a bulletin board provided by the Employer in the usual locations throughout the school district for three (3) working days. The job posting may also be advertised externally during the posting period and after the posting period. Outside applicants may be considered for positions posted. Any worker desiring the posted position shall sign the bid or may request another worker

to sign the bid on his/her behalf. The senior employee, who expresses an interest in the position, will be granted a trial period of up to forty-five (45) days to qualify for the job. Should the senior employee not qualify after the trial period, he/she will return to his/her previous position. Should the senior employee qualify after the trial period for the position, he/she will receive retroactive pay for the difference in hourly rate, should the job in which the senior employee qualified pay a higher rate of pay.

14.2 A bargaining unit Employee may apply for a transfer to vacant positions when such vacancies are posted. Employees, who are accepted for transfers, shall be notified by the Employer in writing within five days of such appointment.

14.3 In filling positions the Superintendent will examine the qualifications of all the applicants including the outside applicant. The Superintendent for the purpose of initial placement on the wage schedule may determine where to place the selected applicant.

14.4 A temporary vacancy, because of a job bid, will be posted to be permanently filled, no later than the time of the next School Committee meeting following the period in which the senior employee, who expressed an interest in the position, had qualified for the position.

14.5 The District agrees that during the time period of August 15, 2019 through August 14, 2022 it will not reduce the number of full-time bargaining unit employees below the level of 4.0 FTE. This agreement does not extend beyond August 14, 2022.

14.6 For positions above the 4.0 full-time bargaining unit employee level of 4.0 FTE cited in Article IV, Section 14.6, the District has the right to hire part-time positions as needed, as defined in Article XVI.

Article XV **Substitutes**

15.1 It shall be the policy of the Employer to attempt to secure and employ substitute Employees for the bargaining unit when there are absences of bargaining unit employees and temporary vacancies. The Food Service Director may also substitute for Employees in such circumstances.

Article XVI **Part-time Employee**

16.1 The Employer and the Union agree that the Employer after hearing the request of the Union for additional full time staff pursuant to the terms and

conditions of this Agreement, has gathered information, analyzed, and studied such information, and has determined from the results that an additional full time Employee was not justified.

16.2 Pursuant to the said analysis above, the Employer and the Union further agree that the certain terms and conditions of the said Agreement relative to full time employees shall be suspended in order for the Employer to hire a part time staff person outside the terms and conditions of the said Agreement. And that none of the conditions stipulated in the said Agreement between the parties shall be applicable to the said part time position. And that by virtue of this Article such part time position shall not be grieved for any stipulation under the said Agreement between the parties.

16.3 The Employer and the Union agree that pursuant to the said letter of agreement relative to part-time employees, that the part time employee shall be employed by the Employer to work in the cafeteria.

Article XVII **Transfers**

17.1 The Employer and the Union agree that temporary, involuntary, transfers are necessary. When such transfers are made, the junior Employee in a skill area will be the employee transferred, except where the senior Employee volunteers to be transferred.

17.2 Transfers for the purpose of training may be made by the Employer. Such transfers shall be for the term of one or more work days consecutively. There may be as many as four such transfers per employee per year.

17.3 The Employer and the Union agree that temporary, voluntary, transfers may become necessary. When such transfers are made, and more than one Employee in a skill area has requested to be transferred, then the seniority measures as outlined above in the Seniority Article XIII above, shall be applicable in effecting the transfer. For the purpose of this Article a temporary transfer is defined as one that has duration of not more than thirty (30) days, but one which can be extended between the Employer and Employee by mutual agreement.

17.4 The Employer and the Union agree that if an Employee has time during which he/she is available in the course of his/her assigned work, or workday, he/she may be required to temporarily fill in elsewhere.

17.5 The Employer and the Union agree that on an emergency basis or under unusual conditions, or to fill in for vacation, illness, or temporary assignment such as when a bargaining unit employee is temporarily assigned as Assistant Food Manager; or during a trial period for a new position; an employee may be

assigned to a different position, or may be assigned consistent with the Leave Article herein.

Article XVIII
Work Year/Hours of Work

18.1 The work schedule, including when lunch breaks will be taken, shall be established or changed at the discretion of the Employer. The regular work schedule shall be thirty-five (35) hours per week, except those employees assigned to breakfast duties whose regular work schedule shall be (40) hours per week. The particular job assignment of an employee including hours and days shall not be changed, except for emergencies, without at least one-day prior notice.

18.2 The Employer and the Union agree that if through no fault of the Employee there is an early dismissal day for in-service and Employees are no longer needed for that day, the Employee would be entitled to be paid for his/her normal daily hours.

18.3 The Employer and the Union agree that if through no fault of the Employee there is a delay in the opening of school and the Employees, who normally reports for work by 8:00 a.m. is affected, the Employees would be entitled to be paid for his/her normal daily hours.

18.4 Employees who are called back to work on the same day after having completed his/her assigned shift and who have left the school, and before the beginning of his/her next regularly schedule starting shift time, shall be compensated at the Employee's hourly rate of pay for all the hours worked on recall, but in any event, for at least four hours.

18.5 The work year shall consist of up to one hundred eighty-seven (187) work days. Each employee will be notified annually regarding the actual number of work days required in his/her position.

Article XIX
Reduction in Force

19.1 The Employer and the Union agree that in the event it becomes necessary for the Employer to reduce the number of employees in the bargaining unit and/or the number of hours the employees work, the Employer will follow the procedure:

19.2 The Employer will first attempt to reduce its costs by the reduction of the number of employees in the unit. Employees who will be laid off will be

notified one week prior to layoff and a meeting will be held with the Union before a layoff becomes effective.

19.3 If the reduction cannot be effected by the reduction of the number of employees in the unit, and the Employer determines it must reduce the number of hours of work, it must first notify the Union President of its intention to reduce the number of hours worked by employees. Prior to effecting any reduction in the hours worked by employees, a meeting with the Union will be held to discuss the method of assigning work.

19.4 In the event it becomes necessary for the Employer to reduce the number of employees in the bargaining unit either in the number of hours the employees work, or the number of Employees, the least senior employees will be laid off first, providing that the remaining employees have the skills to fill the necessary positions.

19.5 In the event it becomes necessary for the Employer to rehire the employees for positions in the bargaining unit, the most senior of the employees who were laid off shall have first priority at the recall. If that employee does not respond within five days then the Employer shall go to the next most senior employee giving the same five days for response until all laid off employees are exhausted. Thereafter, the Employer shall have the option of applying the vacancy and posting procedure to fill the vacancy.

Article XX

Assistant Food Manager

20.1 The Employer and the Union agree that the Employer may establish the position of Food Manager and employ a person to fill the position. The position shall first be offered to members of the Union.

20.2 The Employer and the Union agree that in the event of the absence of the Food Manager, if an Employee in the Bargaining Unit fills in for the Food Manager, such Employee shall be paid a supplementary hourly rate, as set forth in the salary schedule herein, as remuneration for the work called for.

Article XXI

Payroll Deduction of Dues

21.1 The Employer agrees, once a month on the first payday, to deduct from the wages of employees covered by this Agreement their monthly union dues or the preceding month, for employees who voluntarily authorize the Employer to make such deductions by a proper written authorized form, bearing the signature or the employee, to be delivered to the Employer by the Union.

21.2 Deductions shall be forwarded to the International Secretary-Treasurer with a list showing the names of the employees for whose pay deductions were made and the amount of the deduction. All payments to the Union shall be for authorized deduction for Union membership dues.

21.3 Any employee covered by this Agreement may revoke authorization for weekly dues deduction from his/her paycheck by notifying the Payroll department in writing that he/she wishes to revoke the authorization at least thirty (30) days prior to the end of the pay period. The employer is not responsible for retroactive reimbursement of Union dues.

21.4 The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability for actions taken or not taken by the Employer for the purposes of complying with any provisions of this Article, or in reliance on any authorization, revocation, list notice or assignment furnished under such provisions.

21.5 Authorization cards shall be submitted to the Employer by the Union once a month in sufficient time to permit the Employer to arrange to properly make deductions. The term "union dues" includes the required membership initiation fee.

21.6 The Union and/or the employee agree to certify to the District Treasurer payroll deductions for the payment of dues to the Union by tendering the monthly membership and membership dues check-off authorization, and by causing the authorization form to be signed for such dues.

21.7 The Union shall indemnify and save harmless the Employer against any and all claims, demands, suits, or other forms of liability which may arise by reason of any action taken by the Union in connection with this deduction.

Article XXII **Union Representation**

22.1 Duly authorized representatives of the United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial, and Service Workers International Union, Local #12325-7 and/or the Union shall be permitted to enter the premises of the School District at reasonable times for the purposes of transacting Union business; provided, however, the representative informs the Employer of his/her name and presence at the time of entering the premises.

The representative shall not interfere with the work of employees, or the operations of the School District. Such right of entry shall at all times be subject to the general School District rules applicable to non-employees. This

right of entry does not authorize group meetings on School District premises, except as otherwise provided in this Article. Meetings with employees must be on the employees non-working hours such as, while on a scheduled break, a scheduled lunch period, (if any) or before or after regular work hours.

22.2 Stewards. The Employer agrees to recognize one such union steward____ duly appointed by and acting as an agent of the Union, who may receive complaints and process grievances through the grievance procedure as herein provided. The Union shall provide the Employer by February 1 with the names of the union steward, and thereafter notification of any subsequent changes that might occur within seven (7) calendar days after he/she is duly elected or appointed.

22.3 Meetings on School District Premises. The Union may have access to the premises of the School District for the purpose of holding Union meetings. The request for access to the School District under this section, must be made to the Superintendent or his/her designee, on the appropriate school request form, five (5) calendar days, if possible, excluding weekends, in advance of the requested meeting. Such meetings are then subject to the availability of a suitable meeting room. Employee time at such meetings shall be unpaid, and while the employee is off duty.

Article XXIII **Evaluation**

23.1 An employee evaluation is for the purpose of assessing the quality and quantity of work of each employee, attitude, attendance, and work ethics as well as other areas of work performance. Evaluations are not grievable.

23.2 The Employer and the Union agree that the primary evaluator(s) may be the Cafeteria Manager, or the Business Administrator, the Building Principal, Superintendent, or any combination of these positions as determined by the Superintendent.

23.3 Whenever the written evaluation is completed, the evaluator(s) will arrange a meeting with the person being evaluated. The employee has five (5) calendar days to review the evaluation, to attach his/her comments, sign, and return the evaluation. If the employee fails to return the evaluation within five (5) calendar days, the original evaluation will be placed in the employee's personnel file.

Article XXIV **Probationary Period**

24.1 All newly hired Employees shall serve a probationary period of six (6) months.

24.2 During the probationary period an employee may be disciplined or terminated without recourse to the grievance procedure by the Employees or the Union.

24.3 Probationary employees are eligible to be members of the bargaining unit.

Article XXV
Employment

25.1 The Employer and the Union agree that Employees new to the school district or re-hired after a break in service of one year or more, will serve a probationary period during the first six (6) months of employment.

25.2 An Employee not re-employed after the end of the probationary period of employment, will be notified at least ten days prior to the end of the probationary period. Probationary Employees may be disciplined, discharged, or otherwise terminated at the sole discretion of the Employer. The termination of a probationary Employee's employment shall not be subject to the grievance procedure. No waiver of any statutory rights is intended by this provision. If the probationary Employee is not notified at least ten days prior to the end of the probationary period, the Employee shall be re-employed for the ensuing year.

25.3 Notwithstanding the provisions of Article 24 above the Employer and the Union agree that Employees new to the school district or re-hired after a break in service of one year or more, who are subject to a probationary period may have such probationary period extended for reasons of minor improvement in performance, or unavoidable absences by the Employee where a continuous six (6) months of work could not be measured.

Article XXVI
C.O.R.I. Checks

26.1 The Employer and the Union agree that Employees new to the school district or re-hired after a break in service, are subject to C.O.R.I. checks as established by Employer rules, regulations, and policies. The termination of a such probationary Employee employment by reason of adverse C.O.R.I. results shall not be subject to the grievance procedure.

26.2 C.O.R.I. checks will be conducted at least every three (3) years for employees covered by this Agreement. The termination of such Employee's

employment by reason of adverse C.O.R.I. results shall not be subject to the grievance procedure.

26.3 The Employer and the Union agree that Temporary, Substitutes, Part-time, Temporary Part-time, or any such Employees shall be engaged at the sole discretion of the school district. None of these shall be entitled to employment protections as provided by this Agreement.

26.4 The Employees who have successfully completed their probationary period shall not be disciplined without good cause.

Article XXVII **Separability**

27.1 The Employer, Union, and the employee agree that should any part hereof or any provision herein contained of this Agreement is rendered or declared illegal by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction or an unfair labor practice by final decision of a labor relations board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be construed to replace or abridge the right of either party to appeal court or administrative decrees or decisions.

27.2 The Employer, Union, and the employee agree that should any part or portion of this Agreement is rendered or declared illegal, the parties shall enter into immediate Collective Bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such part or portion declared illegal.

Article XXVIII **Duration of Agreement**

28.1 The provisions of this Agreement will be effective as of August 15, 2019 and will continue and remain in full force and effect until August 14, 2022. Either the Employer or the Union shall give written notice to the other party no later than May 1, prior to the expiration date, of its desire to reopen this Agreement and to negotiate over terms of a successor Agreement.

28.2 Either the Employer or the Union desiring changes or amendments, or termination of this Agreement at the expiration of the same, shall give written notice to the other party no later than sixty (60) days immediately prior to September 1, in any year that a change is desired.

28.3 In the event that notice is given as required in this Article and an agreement is not reached by September 1 in any year, then the provisions of

IN WITNESS WHEREOF, the parties by their duly authorized representative, hereto affix their signature as of this

17th day of July, 2019.

FOR THE MOHAWK TRAIL REGIONAL SCHOOL COMMITTEE

Martha Thurber, Chair
Martha Thurber,
Chair

FOR THE UNITED STEEL WORKERS AFL-CIO-CLC

Leo W. Gerard
Leo W. Gerard,
President

Stanley Johnson
Stanley Johnson,
International Secretary-Treasurer

Thomas M. Conway
Thomas M. Conway,
Vice President, Administration

Fred Redmond
Fred Redmond,
Vice President, Human Affairs

John Shinn
John Shinn,
Director, District 4

Stephen Finnigan
Stephen Finnigan,
Staff Representative

Tommy Wheeler
Tommy Wheeler
Negotiating Committee

Negotiating Committee

Negotiating Committee

Negotiating Committee