



**AMHERST, PELHAM AND AMHERST-PELHAM REGIONAL  
SCHOOL COMMITTEES**

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1459**

**JULY 1, 2020 THROUGH JUNE 30, 2024**

*Printed in Local 1459's Office*

**Table of Contents**

<b>ARTICLE</b>	<b>PAGE</b>
ARTICLE 1 RECOGNITION .....	3
ARTICLE 2 NON-DISCRIMINATION .....	4
ARTICLE 3 BARGAINING UNIT WORK.....	4
ARTICLE 4 MANAGEMENT RIGHTS .....	4
ARTICLE 5 NO-STRIKE CLAUSE .....	5
ARTICLE 6 PROGRAM ENHANCEMENT.....	5
ARTICLE 7 VOIDABLE WAIVER CLAUSE.....	6
ARTICLE 8 SAVINGS CLAUSE.....	6
ARTICLE 9 GRIEVANCE AND ARBITRATION .....	6
ARTICLE 10 DISCIPLINE AND DISCHARGE .....	8
ARTICLE 11 HOURS OF WORK.....	9
ARTICLE 12 REST PERIODS AND MEAL PERIODS.....	10
ARTICLE 13 LEAVES OF ABSENCE .....	10
ARTICLE 14 SICK LEAVE .....	11
ARTICLE 15 PERSONAL LEAVE.....	12
ARTICLE 16 WAGES .....	13
ARTICLE 17 HOLIDAYS .....	15
ARTICLE 18 LONGEVITY PLAN .....	16
ARTICLE 19 RETIREMENT BENEFIT .....	16
ARTICLE 20 STATE AND NATIONAL CRIMINAL BACKGROUND CHECK.....	16
ARTICLE 21 SUPPLEMENTAL BENEFITS .....	17
ARTICLE 22 SENIORITY.....	17
ARTICLE 23 JOB POSTING.....	18
ARTICLE 24 REDUCTIONS-IN-FORCE.....	19
ARTICLE 25 GENERAL PROVISIONS.....	19
ARTICLE 26 PROTECTION.....	20
ARTICLE 27 HEALTH AND SAFETY .....	20
ARTICLE 28 UNION MEMBERS, VOLUNTARY AGENCY SERVICE FEES AND PAYROLL DEDUCTION .....	21
ARTICLE 29 UNION STEWARDS .....	21
ARTICLE 30 UNION ACCESS.....	22
ARTICLE 31 SUCCESSORS.....	22
ARTICLE 32 RESPECT & DIGNITY .....	22
ARTICLE 33 DURATION.....	23

## **PREAMBLE**

This Agreement entered into by the Amherst, Pelham and Amherst-Pelham Regional School Committees, acting as three (3) district governmental identities, hereinafter referred to as the Employer, the School Committees, the Committees or the Districts, and the United Food and Commercial Workers Union Local 1459, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of wages, standards of productivity and performance, hours and other terms and conditions of employment.

The Employer and the Union also share a common goal of fostering an amicable and collaborative relationship that will directly facilitate the delivery of efficient, high-quality services to the Districts' students and their families by employees who enjoy reasonable wages, benefits and working conditions. Accordingly, the Employer and the Union recognize that it is in the best interest of both parties and the employees that mutual responsibility and respect characterize all dealings between them. The Employer and the Union representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union's status as the exclusive bargaining representative of all employees, as defined in Article I, and the Committees status as public employers.

Further, the Employer and the Union agree that each employee, Union representative and Employer representative shall be treated with dignity and respect.

The use of pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to refer to members of only one sex, but shall apply to members of either sex.

## **ARTICLE 1** **RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, standards of productivity and performance, hours, and other terms and conditions of employment for all employees who are part of the bargaining unit of the Amherst, Pelham and Amherst-Pelham Regional School Committees as certified by the Massachusetts Division of Labor Relations in Case No. WMAM-08-1003 on June 27, 2017. The classifications covered under the terms of this contract are hereby identified as:

All full-time and regular part-time staff employed by the School Committees of Amherst, Pelham, and the Amherst-Pelham Regional, including kitchen managers, cooks, and general food service workers, excluding all managerial, confidential, and casual employees, and all other employees of the School Committees of Amherst, Pelham, and the Amherst-Pelham Region.

The District may use non-bargaining unit personnel, which may include volunteers, interns, students or others, for example, substitutes to fill a vacancy in a bargaining unit position on a temporary basis. Such individuals shall not be members of the bargaining unit. For the purposes of this article, "temporary" shall mean a period not to exceed six (6) months, unless the parties

agree to a longer period of time. If a temporary employee is subsequently hired into a bargaining unit position, the employee will serve a probationary period in accordance with Article 10.

**ARTICLE 2**  
**NON-DISCRIMINATION**

The Employer and the Union agree that neither will unlawfully discriminate against or harass any of the Employer's employees because of the employee's union activity, race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other legal protected classification. The Employer and the Union also agree that neither will retaliate against any of the Employer's employees who make complaints of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

The Employer and the Union agree that each bargaining unit member is also obligated not to discriminate, harass or retaliate based on any legally protected classification against any other employee or anyone with whom the employee has contact with in the course of the employee's employment.

Based on the superior knowledge of the law in the areas covered by this Article by state and federal agencies and courts, the parties agree that alleged violations of the law shall be processed to such entities. Therefore, although a grievance alleging a violation of this Article may be filed, such grievances are not subject to arbitration.

**ARTICLE 3**  
**BARGAINING UNIT WORK**

Supervisors will not perform bargaining unit work except as traditionally has been performed or when there are no unit employees to perform the work needed, or when is necessary for legitimate and immediate needs or for the instruction of personnel. In no case shall supervisors be utilized to erode the bargaining unit. This provision shall not be interpreted to interfere with the Employer's right to provide food services through a private entity in the future, subject to impact bargaining.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

The Parties agree that the operation of the School District, the supervision of the employees and their work are the rights of the Committees and/or the Superintendent /Designee alone. Accordingly, subject to the provisions of this Agreement, the making of reasonable rules to ensure orderly and effective work, to determine the quantity and types of equipment to be used; to introduce new methods and facilities; the making of work schedules; the determination of what and where duties will be performed; and of employee competency; the hiring, transfer, promotion, demotion, lay-off, recall, discipline or discharge of the employees without discrimination; and to inform the employees concerning the employment matters are exclusive rights of the Committees and/or the Superintendent/Designee. The foregoing enumeration of the Committees' and/or the Superintendent's/ Designee's rights shall not be deemed to exclude other

rights not specifically set forth, and the Committees and/or the Superintendent/Designee therefore retains all rights not otherwise specifically restricted by this Agreement. Any matter not expressly addressed in the Agreement is within the discretion of the Committees and the Superintendent, and shall not be the subject of a grievance under the Grievance and Arbitration Procedure herein; provided this provision shall not prevent the Union from grieving the implementation of a rule based upon the argument that it is not reasonable. The exercise by the Committees and/or the Superintendent of any of the foregoing rights shall not alter any of the specific provisions of this Agreement; nor shall they be used to discriminate against any member of the bargaining unit.

When there is a reference to the Committees/Superintendent/Designee, the reference shall also include the Food Service Director.

**ARTICLE 5**  
**NO-STRIKE CLAUSE**

During the term of this Agreement, the Parties hereto agree that there shall be no lockouts or any strikes of any kind whatsoever; work stoppages; slow-downs; or interference or interruption with the operations of the Employer by any employees or the Union. Nor shall there be any strikes or interruption of work during the term of this Agreement because of any disputes or disagreements between any other parties who are not signatories to this Agreement. Employees who violate this provision shall be subject to disciplinary action and any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for under Article 7 of this Agreement.

**ARTICLE 6**  
**PROGRAM ENHANCEMENT**

The parties acknowledge that they are jointly committed to providing a high-quality food services program to students. The Employer, therefore, encourages all members of the bargaining unit to freely share opportunities to improve the food services experience for students and their families. The Union also agrees that the Employer shall have the right to make changes in the food service program to improve the food service experience for students and their families. This includes, but is not limited to, the right to determine the types of food to be served, the food providers to be used and the types of food services to be provided and to retain non-bargaining unit personnel, including volunteers, interns, students or others to provide non-bargaining unit work in, by way of example, the functions of executive chef, nutritionist and/or sustainability coordinator.

The Employer agrees that this article shall not be applied to reduce the hours of work, number of positions, transfer of employees or otherwise result in the erosion of bargaining unit work.

**ARTICLE 7**  
**VOIDABLE WAIVER CLAUSE**

The waiver by either party of any provisions or requirements of this Agreement shall not be deemed a waiver of such provisions or requirements for the future and shall not constitute a modification of this Agreement.

**ARTICLE 8**  
**SAVINGS CLAUSE**

In the event any Article, Section or Portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE 9**  
**GRIEVANCE AND ARBITRATION**

A grievance is an allegation that a specific provision of the Agreement has been violated. Any grievance shall proceed in the following manner:

Step 1. The aggrieved employee, with or without Union representation, shall take up the grievance in writing with Assistant Superintendent of Equity, Diversity and Human Resources within thirty (30) calendar days of the date of the action complained of. The Assistant Superintendent of Equity, Diversity and Human Resources shall meet with the aggrieved employee, with or without the Union, to hear the grievance, and shall respond to the employee, with a copy to the Union (whether or not the employee had Union representation) within seven (7) calendar days. Nothing in this step shall preclude the opportunity for informal discussion of the grievance prior to the formal filing.

Step 2. If the grievance has not been settled, it may be presented in writing by the aggrieved employee to the Superintendent or the Superintendent's designee within ten (10) calendar days after the response at Step 1 is received or is due. The Superintendent (or designee) shall meet with the aggrieved employee, with or without Union representation, to hear the grievance, and shall respond to the grievant, with a copy to the Union, in writing within seven (7) calendar days.

Step 3. a. If the grievance is still unsettled in accordance with the procedures prescribed in Step 2 of this section, then either party may take the issue to arbitration by filing a written demand with the American Arbitration Association within thirty (30) calendar days after either the receipt of the written decision of the Superintendent or the event causing the claim of a violation of Article 3.

b. The arbitration proceeding will be conducted under the rules of the AAA. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the Employer, the Union and the Grievant. The expenses and the charge for the Arbitrator's services shall be shared equally by the Employer (50%) and the Union (50%).

#### Section 2.

No employee shall leave her job to present, participate in a grievance hearing, discuss or investigate a grievance without first obtaining the consent of the Director of Food Services, and such consent shall not be unreasonably denied in light of the functions and duties of the particular employee and the department.

A grievance shall be considered waived upon failure to appeal the grievance from one step to another within the designated time limits prescribed in the procedure.

#### Section 3.

If a decision, satisfactory to the Union, at any level of the grievance procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at the next step of the grievance procedure.

#### Section 4.

If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the Grievant and/or the Union may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step 3.

#### Section 5.

The Parties agree that time extensions may be granted by mutual agreement at any step of the procedure set forth in this Article.

#### Section 6. Americans with Disabilities Act.

This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA), in the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with the respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

**ARTICLE 10**  
**DISCIPLINE AND DISCHARGE**

Section 1.     Discipline

Disciplinary action or measures shall include, but not be limited to, the following:

- oral reprimand
- written reprimand
- suspension (notice to be given in writing)
- demotion
- discharge

Discipline does not need to be imposed at one level before the next level of discipline is imposed if the circumstances warrant a higher level of discipline.

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure; provided that verbal and written reprimands may not be processed to arbitration.

If the Employer has reason to reprimand an employee, it shall not be done in public, unless for exigent circumstances.

Section 2.

The Employer shall not suspend, demote or discharge any employee who has successfully completed a probationary period without just cause and written reason. The probationary period shall be sixty (60) service days (i.e., school recesses do not count toward the successful completion of the probationary period) and may be extended for an additional three (3) full school months by the Employer, in its discretion, upon notice to the employee and the Union. The employee and her steward will be notified in writing that the employee has been suspended and is subject to discharge.

An employee shall be permitted to have a Union Steward at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee states that she wishes a Union Steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed until such time as a steward can be present provided it does not unreasonably delay the process.

The Union shall have the right to take up the suspension, demotion or discharge as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.



**ARTICLE 11**  
**HOURS OF WORK**

**Section 1.**     Work Week.

- A. The work week shall consist of five full consecutive days on which an employee is scheduled to work.
- B. An Employee shall be paid only for the number of hours worked on a work day.
- C. Overtime will be paid when an employee works in excess of 8 hours per day or 40 hours per week. Only hours physically worked will count towards overtime. Overtime will be paid at a rate of time and one-half (1 ½) the employee's regular hourly rate of pay, or in accordance with the requirements of state law.
- D. An Employee may not work hours beyond their regular schedule without the prior approval of their Supervisor.
- E. An Employee shall use the verifiable time and attendance system provided by the district.
- F. Employees may be moved on a temporary basis not to exceed sixty (60) days.

Food Service staff will report for duty and will terminate their school year duty on dates set by the Food Service Director and the appropriate building principal. Total work year must not exceed one hundred and eighty-five (185) whole or partial days provided that the Employer may increase the number of days in the work year subject to notice and an opportunity to bargain to the Union.

**Full Time Definition:**

- a. Managers: 8 hours per day
- b. High School Cook: 8 hours per day
- c. General Food Service Workers: 7 hours per day
- d. Middle School Cook: 8 hours per day
- e. Elementary Cook: 7 hours per day
- f. Pelham Cook: 8 hours per day

**Section 2.**     Outside Functions

The Food Service Director may determine the job qualifications necessary to work school-related functions occurring outside of regular work hours; provided that additional work to be performed in a specific building's kitchen shall first be offered to qualified employees assigned to that kitchen based on seniority and then to other qualified employees from other buildings based on seniority. Employees regularly assigned to more than one building shall be considered to be assigned to both buildings for the purposes of this provision.

The parties acknowledge that functions unrelated to services to students or other school events are not bargaining unit work, e.g., participation in Taste of Amherst or similar events, work during school breaks, including summer breaks, other than immediately before or after the school year.

Section 3. Training Days

Paid training days will be scheduled to coincide with established curriculum days, and other designated professional development dates and times identified in the school calendar and or by management.

**ARTICLE 12**  
**REST PERIODS AND MEAL PERIODS**

Section 1.

Employees covered by this Agreement who are scheduled to work more than four (4) and less than six (6) hours a day will be permitted to take one fifteen-minute paid break for each day worked, at the employee's discretion, depending upon business needs. Said employees will be permitted to consume their meal during their paid break.

Employees who are scheduled to work six (6) or more hours a day will be permitted to take an unpaid thirty (30) minute lunch break, and one fifteen-minute paid break, for each day worked. Breaks will be scheduled in accordance with the needs of the business on an individual school basis. Any employee who is not able to take a duty-free thirty (30) minute lunch break will be paid for their meal break. Employees are responsible for communicating with the Food Service Director, or her designee, if they are not able to take a duty-free thirty (30) minute lunch break.

Section 2.

The employees at work shall receive a free, daily, wholesome meal, including beverage, as provided by the Employer.

**ARTICLE 13**  
**LEAVES OF ABSENCE**

Section 1.

A. Bereavement

For death in the immediate family, up to three (3) full working days may be allowed with no charge to sick leave. Immediate family shall include husband, wife, child, parents, brothers, sisters, mother-in-law, father-in-law, grandchildren, aunts, uncles or members of the immediate household.

## B. Court Leave

Employees who are called for jury duty or summoned on behalf of the Employer shall be granted court leave with differential pay. That is, if the jury fees or witness fees amount to less than the employee's regular rate of compensation, she shall be paid by the Employer an amount equal to the difference between them. Notice of service shall be filed with the employee's immediate supervisor upon receipt of summons. When an employee has been granted court leave and is excused by official place of duty whenever the interruption in said service will permit two (2) or more consecutive hours of employment during the hours of their duty. Court leaves without pay shall be granted when an employee is engaged in personal litigation having no connection with their position as an employee of the Employer.

## C. Family and Medical Leave

The Employer will provide leave in accordance with the Family and Medical Leave Act and their FMLA Policy, a copy of which is attached hereto as Appendix A.

## D. Small Necessities Leave Act

The Employer will provide leave in accordance with the Small Necessities Leave Act, which, generally, provides eligible employees with up to 24 hours of leave within a 12-month period of time to: (1) participate in school activities directly related to the educational advancement of their child; (2) to accompany their child to a routine medical or dental appointment; (3) to accompany an elderly relative to a routine medical or dental appointment or appointments for other professional services related to the relative's case. The 24 hours are in addition to the 12 weeks provided under the FMLA. An employee should notify their department within seven (7) days' notice if the leave is foreseeable. In the case of an emergency, it should be done as soon as is practicable. An employee may use accrued personal leave while taking leave under the Small Necessities Leave Act.

## E. Military Leave

Employees are entitled to military leave in accordance with state and federal law.

# **ARTICLE 14** **SICK LEAVE**

## Section 1. Allowance

Any employee contracting or incurring any non-service-connected sickness or disability, which renders such employee unable to perform the duties of her employment, shall be able to use accrued and/or accumulated sick leave for such day of absence. Sick leave days are a form of insurance protection for the employees, and are a potential right to compensation that does not vest in an employee until the employee has a bona fide sickness, preventing the employee from reporting for and performing her duties. Abuse of sick leave will subject the employee to disciplinary action including discharge. Employees shall be allowed fifteen (15) days, after five years of service, members short of five years remain at twelve, of sick leave per school year

(pro-rated for part-time Employees). Members may use sick days for family leave up to the number one has, not to exceed fifteen (15).

For serious illness in the immediate family, up to ten (10) days may be allowed in any one contract year; such time will be charged to sick leave. Immediate family shall include husband, wife, child, parents, brothers, sisters, mother-in-law, father-in-law, or members of the immediate household.

## Section 2. Accumulation

- A. Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the employer, there will be no cap on accumulated sick leave unless otherwise determined by Massachusetts General Law.
- B. A bargaining unit member who has completed twenty (20) or more years of service with the Employer, inclusive of consecutive service to the Employer through a private entity, will, upon voluntary termination of employment and if their accumulation of sick leave is at least 140 days, be compensated for their unused accumulated sick leave at the rate of \$15 per day. A voluntary termination will be limited to retirement and/or a normal resignation resulting for another employment opportunity.

## **ARTICLE 15** **PERSONAL LEAVE**

Subject to the approval of the Food Service Director or the building principal, up to three (3) personal days will be granted per school year. Personal leave will only be used to take care of personal, legal or family business when such business cannot be handled at any other time than during work hours and which is not authorized under any other provision of this contract. Such days will not be deducted from sick leave, Unused personal leave shall accrue as sick leave.

If the Food Service Director has any questions concerning whether the reasons for the leave substantiate the need to be absent from work during a school day, the Food Service Director may request additional information. An employee who wishes to use a personal day the day before or after a holiday or a vacation, must submit a written request to do so to the Food Service Director at least seven (7) days in advance of the holiday or the first day of vacation. The Food Service Director can grant or deny the request provided such request shall not be unreasonably denied.

Special leave will be granted to employees whose religious obligations require them to be absent from scheduled work. Such leave must be requested at least forty-eight (48) hours in advance, shall be for a partial or whole work day as necessary, and shall not be charged to sick leave, and shall not result in loss of pay.

**ARTICLE 16**  
**WAGES**

Section 1.

SCHOOL	YEAR	2021-2022	
STEP	Gen Worker	COOK	MANAGER
1	\$15.00	\$16.00	\$16.50
2	\$15.38	\$16.40	\$16.91
3	\$15.76	\$16.81	\$17.34
4	\$16.15	\$17.23	\$17.77
5	\$16.56	\$17.66	\$18.21
6	\$16.97	\$18.10	\$18.67
7	\$17.40	\$18.56	\$19.13
8	\$17.83	\$19.02	\$19.61
9	\$18.28	\$19.49	\$20.10
10	\$18.73	\$19.98	\$20.61
11	\$19.20	\$20.48	\$21.12
12	\$19.68	\$20.99	\$21.65
13	\$20.17	\$21.52	\$22.19

	2%			2%		
	FY 22/23			FY 23/24		
STEP	Gen Worker	COOK	MANAGER	Gen Worker	COOK	MANAGER
1	15.30	16.32	16.83	15.61	16.65	17.17
2	15.68	16.73	17.25	16.00	17.07	17.59
3	16.07	17.15	17.69	16.40	17.49	18.04
4	16.48	17.57	18.13	16.81	17.93	18.49
5	16.89	18.01	18.57	17.23	18.37	18.95
6	17.31	18.46	19.04	17.66	18.83	19.42
7	17.74	18.93	19.51	18.10	19.31	19.90
8	18.19	19.40	20.00	18.56	19.79	20.40
9	18.64	19.88	20.50	19.02	20.28	20.91
10	19.11	20.38	21.02	19.49	20.79	21.44
11	19.59	20.89	21.54	19.98	21.31	21.97
12	20.07	21.41	22.08	20.48	21.84	22.52
13	20.58	21.95	22.63	20.99	22.39	23.09

Effective July 1, 2021, base wages will be increased by 2%.

Effective July 1, 2022, base wages will be increased by 2%.

Effective July 1, 2023 base wages will be increased by 2%.

Option to reopen 2023 – 2024 school year.

## Section 2. Incentive Plan

If a school building increases the Average Daily Participation rate by 1% in a particular year (as measured by the June-to-May counts), each bargaining unit employee in that school building will receive a \$100 bonus at the end of that school year, which the District may pay at the end of that fiscal year or in the first payroll of the following fiscal year. Any employee who is assigned to more than one building may be eligible to receive this bonus for each building provided that the amount of the bonus will be prorated based on the employee's normal work schedule in each building. The incentive plan will not apply while meals are free for all students.

In addition, if the Food Services Department, as a whole, increases the Average Daily Participation rate by 2% in a particular school year (as measured by the May-to-May counts), each bargaining unit employee will receive an additional bonus of \$50 at the end of that school year, which the District may pay at the end of that fiscal year or in the first payroll of the following fiscal year.

In order to be eligible for the school building or Department-wide bonus, employees must have worked in a school building or the Department for at least 92 work days.

For the purposes of this section, the Average Daily Participation rate shall be calculated as follows: the Total Lunch Count shall be divided by the number of days lunch is served to arrive at the Average Daily Lunch Count. The Average Daily Lunch Count then is divided by the Average Daily Attendance to arrive at the Average Daily Participation rate.

## Section 3. Pay Period.

Payment for contracted services shall be made bi-weekly.

Employees shall have the following options of receiving their pay in:

1. 22 equal payments, OR
2. 26 equal payments, OR
3. 26 equal payments with a lump-sum payment on the last payroll period in June to include the amount that would have been paid in July and August.

The election must be made before June 30<sup>th</sup> of the prior fiscal year, or at the time of initial hire, and will be irrevocable for that year.

In the event the regular payday is a holiday, the preceding day shall be the payday. In the event that the Employer is able to implement the biweekly deductions for benefits, such as group insurance and dues deduction, then the parties shall meet to discuss the impact of such change and its implementation.

When first regularly scheduled payroll in September falls before September 6th, there will be an automatic three week pay gap to ensure employees aren't prepaid.

Section 4. Working out of Grade

When a bargaining unit employee is assigned by the District to a position in a higher grade for a period of one (1) full day or more (but only in full-day increments), the employee shall receive additional compensation. Specifically, a Food Service Worker who is assigned to the position of a Cook shall receive an additional \$8.00 for each full day in that assignment. A Cook who is assigned to the position of a Manager shall receive an additional \$16.00 for each full day in that assignment. A Food Service Worker who is assigned to the position of a Manager shall receive an additional \$24.00 for each full day in that assignment.

**ARTICLE 17**  
**HOLIDAYS**

Section 1. Holidays Recognized and Observed.

The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day (only if school starts prior to Labor Day)
Three Kings Day	Indigenous People's Day
Martin Luther King's Birthday	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	

Holidays will be paid to each employee based on the number of hours she is scheduled to work on the day the holiday is observed; provided that holidays that are observed when school is not in session, e.g., New Year's Day, Presidents' Day, Christmas Day, shall be paid to all employees based on the number of hours they are regularly scheduled to work on the day of the week the Committees observe the holiday. For example, if New Year's Day falls on a Sunday and the Committees observe it on a Monday, all employees will be paid for the holiday based on the number of hours they are regularly scheduled to work on Mondays.

Section 2. Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions:

A. The employee would have been scheduled to work on such day if it had not been observed as a holiday, subject to Section 1 above.

B. The employee is on the active payroll.

Section 3. Emergency School Closing

Whenever a school is closed for an emergency reason or due to inclement weather, or the faculty and students are released for any emergency reason, bargaining unit members in that building will also be released one half hour after student dismissal. If the Food Service Director (or her designee) notifies employees of a school closure after 5:30 a.m. or employees work any part of a

day prior to an emergency closure (including arriving at school and punching in if they are not notified before 5:30 a.m.), they will be paid for the greater of the hours they actually worked or three (3) hours. If the closure is made up during the course of the school year, all bargaining unit members will work the made-up time and will be paid for such time.

**ARTICLE 18**  
**LONGEVITY PLAN**

Employees shall be entitled to an annual Longevity Plan payment in addition to their base salary in the next contract year according to the following schedule. Payments shall be prorated for part-time employees.

All bargaining unit employees will be eligible for the following payments:

a.	10 years of continuous service additional	\$1,150.00
b.	15 years of continuous service additional	\$1,650.00
c.	20 years of continuous service additional	\$2,050.00
d.	25 years of continuous service additional	\$2,650.00
e.	30 years of continuous service additional	\$3,050.00

**ARTICLE 19**  
**RETIREMENT BENEFIT**

**Section 1.**            Conditions of Benefit

The Employer shall provide a \$1,000 retirement benefit provided:

- a. the employee has served at least fifteen (15) continuous years of service as of the date of her retirement, and
- b. the employee has provided notice of her intent to retire no later than December 1<sup>st</sup> of the school year preceding the school year of her retirement, and
- c. the employee works her last full year.

**ARTICLE 20**  
**STATE AND NATIONAL CRIMINAL BACKGROUND CHECK**

The parties agree that, pursuant to M.G.L. c. 71 §38R, State and National Criminal Background Checks (SNCB) will be conducted every three (3) years for employees covered by this Agreement. An individual's record may be checked on a more frequent basis with reasonable cause. The parties agree that in accordance with law H. 4307, An Act Relative to Background Checks, all public-school employees in Massachusetts will submit to fingerprint-based state and



national criminal background checks. Fingerprinting does not replace CORI checks which occur at the time of hire and every three years thereafter.

**ARTICLE 21**  
**SUPPLEMENTAL BENEFITS**

**Section 1.**           Health and Life Insurance

Employees shall be eligible to participate in the group health and life insurance benefits offered by the Employer according to the same terms and conditions offered to other employees of the Employer.

**Section 2.**           Part-time Employees

All regular part-time employees who work twenty (20) or more hours per week shall be eligible, under State law, to participate in the group health and life insurance plans offered by the Employer.

**Section 3.**           Workers' Compensation

The members of the bargaining unit shall be covered by the provisions of M.G. L. c.152. The Employer shall pay the difference between Workers' Compensation payments and full pay, provided the employee has accumulated sick leave, which may be debited on a pro-rata basis.

**Section 4.**           Tax deferred Annuities

The School Committees shall permit the purchase of annuities by employees pursuant to the provisions of Chapter 15, Section 18A of the Massachusetts General Laws.

**Section 5.**           Retirement Plan

The Employer agrees to continue membership in the Hampshire County Retirement Plan.

**ARTICLE 22**  
**SENIORITY**

**Definition**

Seniority means an employee's length of continuous service with the Employer, including time in service to the Employer while employed by a private entity. Seniority shall not accrue when an employee is on a non-FMLA unpaid leave of absence. If two or more employees are hired on the same day, their order of seniority shall be determined by the date and time on which the District's Human Resources Office received their signed letter accepting employment.

An employee's seniority shall cease upon any separation from employment.

Upon request, the Employer agree to provide the Union with a seniority list showing the name, address and date of hire for each bargaining unit employee no later than September 30<sup>th</sup> of each year.

## **ARTICLE 23** **JOB POSTING**

### **Section 1.**

Any new position or vacancy the Employer intend to fill shall be posted on the bulletin boards for not less than seven (7) calendar days and forwarded to the Union. Interested employees shall apply for the posted vacancy by completing an online application before the end of the 7-day posting period. Together with the regular bulletin board postings, the District agrees to email postings to current staff.

### **Section 2.**

The posting shall contain the minimum qualifications, skill requirements, work year and hours of work for the posted position.

### **Section 3.**

Nothing in this Article shall preclude the Employer from posting a position externally at the same time as it posts it internally.

### **Section 4.**

All vacancies shall be filled by seniority provided the internal/external candidates are equally qualified as determined by management. A bargaining unit member shall be added as an advisory member of all hiring committees assembled for the hiring of Cafeteria positions. Vacancies will be filled as soon as possible.

### **Section 5.**

Any employee promoted to a higher job classification covered by this Agreement shall be on a probationary period for twenty (20) working days in the new classification, which may be extended by an additional twenty (20) working days at the Employer's discretion. If, at any time during the probationary period, the Employer determines the employee cannot meet the job requirements, the Employer may return the employee to her former position. The decision to return the employee to their former position shall not be subject to the grievance and arbitration procedure.

### **Section 6.**

If an employee is temporarily transferred into a lower paying classification, e.g., not bumped into the position as the result of a reduction-in-force, not demoted, did not request to be transferred, the employee will maintain her current rate of pay. Whenever an employee is

permanently transferred into a lower paying job, i.e., bumping, demotion, voluntarily applied for position in lower classification, the employee shall be paid the lower rate of the job immediately.

**ARTICLE 24**  
**REDUCTIONS-IN-FORCE**

Section 1.

In the event the Employer finds it necessary to conduct a reduction-in-force, due to lack of work, such reductions shall be implemented within the particular classification(s) by seniority. The Employer will notify the Union in advance of notification of employees of any reduction.

Any employee who is laid-off shall have the option of bumping the least senior employee in the next lower classification for which the employee is qualified.

Section 2.

Employees will be given seven (7) calendar days' notice of the elimination of their position, if possible.

Section 3.

Laid off employees shall be given preference in re-employment, if qualified, for a period of one (1) calendar year. In the event of recall, employees shall be recalled based on the same criteria used of the reduction-in-force in Section 1.

Section 4.

For the purposes of recall notification, the Employer shall notify the employee by certified mail (or other form requiring a signature demonstrating receipt) at the employee's last known address. Employees must notify the Employer within five (5) calendar days of the date the letter was sent of their intent to report to work after notification. Employees shall report to work within three (3) calendar days after indicating their willingness to return to work. Any employee who is offered the opportunity to be recalled and elects not to be recalled will be removed from the recall list.

**ARTICLE 25**  
**GENERAL PROVISIONS**

Section 1.

Union Bulletin Boards

The Employer agrees to allow the Union to post appropriate notices and information related to the Union and collective bargaining issues on bulletin boards located in the Employer's school buildings.

Section 2. Union Use of Employer Premises, Equipment and Office Space

The Union will be allowed to use the Employer's premises and equipment, as available, for local meetings and educational sessions. The Employer will also provide space for Union records.

Section 3. Uniforms

The Employer shall provide and require employees to wear chef coats, hats, and aprons. In addition, employees must wear black or khaki pants and wear closed toe, non-slip sneakers. The Employer shall pay an annual uniform allowance of \$225.00 to each employee upon submission of proof of purchase of uniforms or clothes for use during the workday. Other clothing reimbursements are subject to tax and are payable through payroll.

Section 4. Travel Allowance

Employees who are assigned to multiple buildings and required to use their personal vehicle for travel between or among those buildings and employees who are required to use their personal vehicle to make bank deposits shall be reimbursed at the Employer's mileage reimbursement rate. The mileage reimbursement rate shall be the IRS rate for business travel as of July 1st of each fiscal year. Employees must submit expense reimbursement forms (hardcopy or electronic) as may be required by the Employer by the last school day of each calendar month.

Section 5. Inspection of Employee Records

Employees may review their personnel file within five (5) days of making a written request to do so to the Human Resources Office.

Section 6. No Individual Agreement

The Employer agrees that it will not enter into any individual agreement with any employee covered by this Agreement, which is contrary to the terms of this Agreement.

Section 7. Unforeseen Circumstance

In the future should there arise another pandemic like situation, the parties agree to meet to bargain a MOA to address the particulars of the situation.

**ARTICLE 26**  
**PROTECTION**

The Employer shall indemnify employees in all negligence actions as allowed by G.L. c. 258, the Torts Claims Act.

**ARTICLE 27**  
**HEALTH AND SAFETY**

The Employer recognizes its responsibility to provide a safe and healthy workplace, free from hazards or conditions which cause or which are likely to cause accident, injury or illness, and agrees that it will act in a timely manner to correct such hazards of conditions. The Employer will continue to be responsive to requests for information from the Union and from individual

members of the Food Service staff regarding potentially unsafe or unhealthy working conditions. The Employer reaffirms that no Food Service staff member will be subjected to reprisal for filing a report of what she considers to be an unsafe or unhealthy working condition.

The Employer shall make available personal protective-equipment at no cost to the employee as required by law. The Employer shall also provide an accessible first aid kit, which will be replenished as needed.

**ARTICLE 28**  
**UNION MEMBERS, VOLUNTARY AGENCY SERVICE FEES AND PAYROLL**  
**DEDUCTION**

Section 1: The District agrees to deduct initiation fees, regular dues and voluntary agency fees, as established from time to time by the Union, from the bi-weekly paycheck of each employee who authorizes such deductions, in writing on a form authorized by law.

Monies so deducted will be forwarded to the Union monthly (end of the month) together with a list of employees from whom such deductions were made and the last four digits of each such employee's social security number and date of hire.

Section 2. The District agrees to notify the Union in writing within thirty (30) day period of all newly hired employees, their shift and classification and also dates of termination. The District agrees to forward to the Union a copy of a completed checkoff authorization form for each new hire who has completed one at the end of each month. The Employee shall be provided a dues checkoff form upon hire.

Section 3. The Union shall indemnify and save the District harmless from any form of liability or damages that may arise out of complying with any of the provisions of this Article.

Section 4. VOLUNTARY AGENCY. An employee within thirty (30) days of their employment or within thirty (30) days of the effective date of this Agreement, whichever is earlier, shall, except as set forth herein to either maintain membership in good standing in the Union, refrain from membership in good standing in the Union or pay to the Union a voluntary agency fee. Said fee represents representation costs, exclusively.

**ARTICLE 29**  
**UNION STEWARDS**

Section 1.

The Union reserves the right to designate up to five (5) Union stewards (one in each location). The Union shall advise the Employer, in writing, of the names of the Union stewards. One Union steward shall participate in each grievance procedure. The Union stewards shall be recognized by the Employer as representatives of the employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job.

Section 2.

A Union steward may request to be released from her regular duties to investigate grievances on the Employer's time. Requests to conduct such investigations shall not be unreasonably withheld. The Union steward shall contact her supervisor in advance to determine a time when such investigation will not interfere with the Union steward's work and the work of the person with whom the Union steward wishes to meet.

Section 3.

Three (3) Union stewards will be allowed one (1) day off each, with pay, per school year to attend the local Union's annual stewards' seminar.

**ARTICLE 30**  
**UNION ACCESS**

This article provides the Union the ability to access the Employer's premises in a manner that will ensure the proper balance between operations and the Union representative's access to the Employer's premises for the purpose of discussing grievances and other Union matters with employees and Union stewards and/or Employer representatives.

Such access will not interfere with the work of the employees or the services of the Employer and will follow the Employer's security procedures.

**ARTICLE 31**  
**SUCCESSORS**

This Agreement shall be binding upon the parties and their successors. In the event the operation of the food service is awarded to a private vendor, the Employer shall notify the Union in writing and give notice to the purchaser of the existence of, and operations covered by, this Agreement.

**ARTICLE 32**  
**RESPECT & DIGNITY**

The Union & the District agree that all employees have a right to dignity and respect in the workplace and the District will investigate any reported complaints or comments made by individuals, including supervisors, parents, other members of the public, workers or any third parties such as consultants which may be a violation of this provision promptly. The parties agree that all shall be treated with dignity and respect and in turn will treat others with dignity and respect. Day to day direct workplace communication between co-workers shall be handled in an empowered fashion i.e., in a conversation, the receiver of the message will listen without initial assumptions on the intent of the comment. The speaker will also consider the impact a comment may make prior to communicating. The Union and the District agree there will be no discrimination against anyone because of race, color, religion, Union affiliation, age, sex, disability, sexual orientation, national origin genetic information, gender identity or expression.

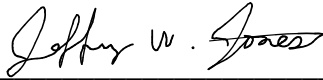
The purpose of this provision is to evolve the culture of the workplace into a mature thoughtful place for all to work within while meeting the educational goals of the community.

**ARTICLE 33**  
**DURATION**

The Agreement shall remain in full force and effect from July 1, 2020 to June 30, 2024.

IN WITNESS WHEREOF, the Parties hereunto set their hands and seals this day of  
June 2, 2022.


FOR UFCW LOCAL 1459:



JEFFREY W. JONES, PRESIDENT

FOR THE AMHERST, PELHAM AND AMHERST-PELHAM REGIONAL SCHOOL  
DISTRICT:

Amherst



Pelham



Amherst-Pelham

