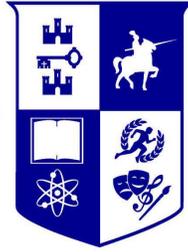


SOMERSET BERKLEY  
REGIONAL SCHOOL DISTRICT



SOMERSET PUBLIC SCHOOLS

*RESILIENT ACADEMIC INDEPENDENT DIGITAL-CITIZENS EMPATHETIC RESPECTFUL*

# **Somerset School District Somerset Berkley Regional School District**

## **CAFETERIA CONTRACT**

**August 1, 2021 – July 31, 2024**

**Agreement Between**

**The Somerset School Committee,  
The Somerset Berkley Regional School Committee**

**And**

**The American Federation of State  
County and Municipal Employees**

**Council 93, Local 1701**

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**AGREEMENT**

This agreement entered into by the Somerset School Committee and the Somerset Berkley Regional School Committee, hereinafter referred to as the **“Committees,”** and **Local 1701, State Council 93, American Federation of State, County, and Municipal Employees, AFL-CIO,** hereinafter referred to as the **“Union,”** have as their purpose the promotion of harmonious relations between the Committees and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment, as defined in Chapter 150E of the Massachusetts General Laws.

WHEREAS, the **Committees** and the **Union** desire to enter into an Agreement with respect to the wages, hours of work, and other conditions of employment of the employees represented by the Union.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE **Committees** and the **Union** as follows:

**I. PREAMBLE**

Recognizing the prime purpose of the Committees and Cafeteria employees represented by the Union, American Federation of State, County, and Municipal Employees, is to provide school educational services of the highest possible quality for the Town of Somerset and the Somerset Berkley Regional School District, and that good morale among said employees is essential to the achievement of that purpose, the parties agree and declare as follows:

The Committees are public bodies established under and with powers provided by the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty

conferred upon the Committees by law or any rule or regulation of any agent of the Commonwealth. The Committees retain all the powers, rights and duties that they have by law and may, subject to this Agreement, exercise the same at their discretion.

The Superintendent of Schools hereinafter referred to as the "Superintendent" shall serve as the agent of the Committees with respect to all matters pertaining to the Administration of the provisions of this Agreement.

The said employees have responsibility for providing educational and other services of the highest possible quality in the schools.

Fulfillment of these services and responsibilities can be facilitated and supported by consultation and free exchanges of views and information between the Committees, the Superintendent and said employees in the formulation and application of policies relating to wages, hours, and other conditions of employment for said employees.

## **II. RECOGNITION**

The Committees recognize the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all full-time and regular part-time employees, who shall be defined as any employees working twenty (20) or more hours per week, of the Somerset and Somerset Berkley Regional School Districts.

## **III. SCOPE OF AGREEMENT**

The provisions of this Agreement supersede all conflicting policies and directions of the Committees. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Committees' direction and control and shall not be the subject of negotiations until the commencement of negotiations for a successor Agreement.

No addition to, alteration, modification or waiver of any of the terms or provisions of this Agreement shall be valid, binding of any force or effect, unless it is made in writing and executed by the Committees and the Union.

The failure by the Committees or by the Union in one or more instances to observe or enforce a provision of this Agreement shall not be construed to be a waiver of said provisions.

## **IV. CONTRACT CHANGES/DURATION**

### **A. Effective Date:**

The signing of this agreement by the authorized representatives of the Union and the Committees shall constitute the ratification of this Agreement. It is agreed that the anniversary date of this Agreement shall be August 1, 2021 and all of the provisions of this contract shall become applicable. However, the parties agree that no provision of this agreement becomes effective unless and until ratification by the membership and Committees, whichever

is later.

**B. Termination:**

This Agreement will remain in effect from August 1, 2021 through July 31, 2024. Any party may terminate this Agreement provided such termination is transmitted through the Registered U.S. Mail to the responsible signatories of the Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

**C. Renewal:**

If none of the parties to this Agreement send a notice of termination as described in Section (2), this Agreement will be considered to have been automatically renewed for another contract year.

**D. Changes:**

Should the parties to this Agreement wish to initiate collective bargaining negotiations over a successor bargaining agreement they shall notify the other parties in writing not less than 30 days prior to the expiration of the agreement. It is understood that such notice may also serve as the notice provided under Section B above. The parties will thereafter begin successor collective bargaining negotiations at mutually agreeable dates and times. Nothing in this Article shall preclude either party from modifying any previous proposals during the course of negotiations.

**V. DEFINITIONS**

**A. Regular Workers:**

A cafeteria worker who performs various duties as are assigned by the Cafeteria Manager.

**B. Baker:**

A person whose primary responsibility is to perform baking functions, including batching, as assigned by the Cafeteria Manager. This does not apply to cafeteria workers who are required to assist the bakery for limited periods of time during the day.

**C. Cafeteria Manager:**

A person in charge of a particular school cafeteria. Among her/his other duties she/he has the responsibility to assign the duties of the regular workers and bakers under her/his jurisdiction. She/he is **directly** responsible to the principal of the school in which she/he is working and the Food Service Director.

**VI. HOURS OF WORK**

For the purpose of computing overtime pay, the standard work day of all employees covered by this contract shall consist of six (6) hours, and the standard work week shall consist of thirty (30) hours. Time and one-half the regular hourly rate shall be paid for all time worked in excess of thirty (30) hours per week. The Employers agree to divide overtime equally among all employees, so far as is reasonably possible. The Employers shall provide work for a full standard work day to all full-time employees assigned work and such

work shall thereafter be provided for the full standard work week.

An employee shall work that part of the work period during which she is not permitted to be absent and shall work necessary overtime unless she is permitted to be absent.

**A. Meal Periods:**

Full-time Cafeteria workers, bakers, and the Cafeteria Manager shall be granted a lunch period of twenty (20) minutes duration during each full work shift of six (6) hours. The Somerset and Somerset Berkley School Districts are not obligated to furnish meals to any cafeteria worker.

**B. Break:**

Full-time Employees shall have a daily ten-minute break at a time determined by the manager.

**C. Reporting Late/Time Clocks:**

Absent extenuating circumstances acceptable to the Committees, employees who report to work more than twenty (20) minutes late without previous notice to and permission given by the Superintendent or Supervisor will not be permitted to work and will forfeit that day's pay.

In order to ensure that they comply with all applicable laws requiring the maintenance of records concerning hours worked by employees, including overtime hours where applicable, the Committees require that all members of the Union record their time worked and absences on official Committee time record forms using official time clocks, or an equivalent time tracking system established by the Committees. It is the duty of employees to ensure that the actual hours worked and leave time taken are accurately recorded. Intentional falsification of time records is grounds for disciplinary action, including discharge.

**D. Inclement Weather:**

Employees are not required to report for work when schools are officially closed by the Superintendent because of inclement weather or other emergency. Note, there is no pay for inclement weather days. While there is no pay for inclement weather days, an employee may utilize her/his vacation time for such days.

If a cafeteria worker has arrived at work and school should be dismissed for any reason (bomb scare, inclement weather) workers will be paid for their hours worked, with a minimum of one (1) hour, if dismissal occurs after the start of their shift time.

When school is cancelled due to unforeseen circumstances, defined as a snow day, power outage, school safety threat, or other weather-related event, during the work week and bargaining unit members are subsequently employed to work on the following Saturday or Sunday, the time missed due to unforeseen circumstances will count toward the bargaining unit member being eligible for overtime at time and a half on

Saturday and double time on Sunday.

**E. Day Before School Starts**

All cafeteria employees shall work a full day, (i.e., a six (6) hour shift) on the day before the first day of school. The Districts may require that employees attend training determined by the Districts during the day before the first day of school.

The first day of school in the preceding sentence is defined as the first day of the school year for students.

**F. Work Year**

Effective August 1, 2021, all cafeteria employee positions covered by this contract will work the one (1) day before students begin, the one-hundred eighty (180) student days and one (1) additional day determined by the districts, for a total of one-hundred and eighty-two (182) days per year.

**VII. WAGES:**

- A. Effective August 1, 2021, all cafeteria employees covered by this contract, shall receive the following rates of pay:

Each present employee shall be placed at the proper step on the wage schedule for the position in which he/she is employed in accordance with the number of years of his/her continuous employment by the Committees.

If any employee works in a higher classification, the employee shall receive the rate of the job he/she is performing beginning with the 1<sup>st</sup> working day.

Effective September 1, 2016, compensation for bank runs will continue. Bank runs are not considered part of the 30-hour workweek for overtime purposes.

<b>FY22 Hourly Rates</b>				
	<b>Food Mgr HS/MS</b>	<b>Food Mgr North</b>	<b>Food Mgr North (Baker)</b>	<b>Regular Worker</b>
Step 1	\$18.45	\$18.99	\$16.56	\$15.00
Step 2	\$18.82	\$19.35	\$16.88	\$15.30
Step 3	\$19.61	\$20.15	\$17.61	\$15.60
Step 4	\$20.00	\$20.55	\$17.96	\$16.40
<b>FY23 Hourly Rates</b>				
	<b>Food Mgr HS/MS</b>	<b>Food Mgr North</b>	<b>Food Mgr North (Baker)</b>	<b>Regular Worker</b>
Step 1	\$18.82	\$19.37	\$16.89	\$15.30
Step 2	\$19.20	\$19.74	\$17.22	\$15.61
Step 3	\$20.00	\$20.55	\$17.96	\$15.91
Step 4	\$20.40	\$20.96	\$18.32	\$16.73
<b>FY24 Hourly Rates</b>				
	<b>Food Mgr HS/MS</b>	<b>Food Mgr North</b>	<b>Food Mgr North (Baker)</b>	<b>Regular Worker</b>
Step 1	\$19.20	\$19.76	\$17.23	\$15.61
Step 2	\$19.58	\$20.13	\$17.56	\$15.92
Step 3	\$20.40	\$20.96	\$18.32	\$16.23
Step 4	\$20.81	\$21.38	\$18.69	\$17.06
Step 5 (New)	\$21.23	\$21.81	\$19.06	\$17.40

B. Direct Deposit: Effective August 1, 2020, all employees will be paid via direct deposit into a bank account established by the employee. Each employee will cooperate in providing the necessary account information to the School Departments. The employee will utilize the District’s web-based software to access individual paystubs.

Effective September 1, 2018, following the application of the wage increase to the steps for Food Managers/Supervisors/Head Cooks, increase the hourly rate for the cafeteria managers at the North Elementary School, the Middle School and the High School by fifty cents (\$0.50) per hour in recognition of the additional duties associated with the positions. After the application of \$0.50/hour to the cafeteria managers, increase the

hourly rate of the North Elementary School Cafeteria Manager only by an additional fifty cents per hour (\$0.50) in recognition of the distribution and warehouse duties associated with the position at North Elementary. The additional fifty cents per hour (\$0.50) increase shall continue as long as the distribution and warehouse duties remain at North Elementary. At such time as the duties are removed from the North Elementary Cafeteria Manager or from North Elementary, the fifty cent per hour (\$0.50) increase shall be discontinued.

**VIII. LONGEVITY**

Commencing September 1, 2015 there shall be the following longevity program: Longevity will be paid to employees in a regular compensation check at the time of distribution of longevity pay for all Somerset employees covered under this agreement. For each year of service over 25, the longevity payment for that year shall include an additional \$100 per year.

**Years of Service**

5	\$ 830
10	\$1,012
15	\$1,133
20	\$1,256
25	\$1,337

Longevity payments to employees who have worked as part-time (3) hours and then full time (6) hours non-interrupted years of service should be paid for their years of service, i.e., if a 3-hour part-time person should be hired for a 6 hour full-time position, total years worked would determine the rate of longevity.

Longevity is earned as of the anniversary date of employment but is not paid to the employee until the following December. In the event that an employee leaves during the year, after her anniversary date but before the pay-out-date, she will receive one year of longevity and a pro-rated amount for the period of time since her anniversary date until her date of departure. (i.e., 1/10 per month.) If the employee leaves before her anniversary date, she will receive a pro-rated amount for that portion of the year that she works.

**IX. JURY PAY**

The Committees agree to make up the difference in an employee's wages between a week's wages and compensation received for jury duty. Employees must provide evidence of jury duty to be paid this difference.

**X. LEAVES OF ABSENCE**

**A. Annual Sick Leave**

Bargaining unit members hired on or after September 1, 2015 may earn up to ten (10) sick days per contract year, at the rate of one (1) sick day

per month and may accrue no more than a maximum of twenty-five (25) sick days at any time. Bargaining unit members hired prior to September 1, 2015 will not accrue any additional sick time but will be able to use their existing sick days. The only exception to this rule is that any member hired prior to September 1, 2015 whose accrued sick days fall below twenty-five (25) days may accrue up to ten (10) sick days per contract year, not to exceed twenty-five (25) days in total. Employees shall be permitted to use up to three (3) sick days for illness in their family, family to be defined in the same manner as in the Funeral Leave section of this Agreement.

Whenever a cafeteria worker is absent from school as a result of personal injury arising out of, and in course of his employment, he will be paid by the School Department the difference between his full salary and payments received under Workmen's Compensation Insurance. Sick leave time for said payments will be deducted according to the ratio the School Department payment bears to the total bi-weekly salary during this period. These payments will continue until such time as the individual's accumulated sick leave is exhausted.

Any employee submitting a claim based on false statement or covering a period during which the employee was not actually disabled or ill, will be considered as abusing the sick leave privilege and will be subject to disciplinary action including discharge.

The Committees reserve the right upon receipt of a claim for sick leave benefits to cause a physical examination, at its own expense, to be made by a physician of its choice. The employers further reserve the right to require a physician's statement for absences in excess of five (5) consecutive days or if a bargaining unit member shows a pattern of absences.

In the event that an employee has been on sick leave during the work week, such sick leave shall be construed as time worked and said employee will receive time and one-half for any work day in excess of six (6) hours.

Members of the bargaining unit will, upon termination other than discharge for just cause, receive compensation for their unused sick leave at the rate of twenty-five (25) dollars per day up to a maximum of one hundred eighty (180) days. For new employees hired on or after September 1, 2015, upon termination they may buy back up to twenty (20) sick days at the rate of \$25.00 per day. The money shall be included in the employee's final paycheck. Upon the death of an employee, the employee's estate shall receive compensation as stated above.

Cafeteria workers may utilize days in either whole day or half-day increments. If a cafeteria worker uses a half day, it shall be documented as a half-day, which shall be interpreted as three (3) hours of work and three (3) hours of a sick, medical or personal day. It is understood that the employee shall end her/his day at the most logical point after working not

less than three (3) hours, either prior to or after lunch.

The parties acknowledge that bargaining unit members will be “fronted” their sick days as a convenience and if members leave either District’s employment having used more than their proportionate share of sick days, they shall be responsible for repaying the District the difference between the amount earned and the amount used.

**B. Personal Leave**

An employee shall be granted two (2) personal days for which s/he will be paid at her/his normal rate to conduct emergency business of a personal nature, which cannot be taken care of during normal working hours. Personal days are not intended for recreational purposes or for the pursuit of outside occupation.

Cafeteria workers may utilize days in either whole day or half-day increments. If a cafeteria worker uses a half day, it shall be documented as a half-day, which shall be interpreted as three (3) hours of work and three (3) hours of a sick, medical or personal day. It is understood that the employee shall end her/his day at the most logical point after working not less than three (3) hours, either prior to or after lunch.

Employees shall not be paid for any unused personal days upon termination from employment, resignation or retirement.

**C. Vacation Leave**

Vacation weeks are to be taken during the weeks designated in the school calendar as a school vacation.

**FULL TIME EMPLOYEES 8/1/21 - 7/31/22**

After: Vacation Time 2020-2021  
1 year two and one-half (2.5) days  
5 years six (6) days  
10 years eight and one-half (8.5) days  
15 years ten and one-half (10.5) days

**8/1/22 – 7/31/24**

After: Vacation Time  
1 year four (4) days  
5 years eight (8) days  
10 years eleven (11) days (\*During any school year when there are four (4) vacation days during the December vacation period, bargaining unit members will receive a fourth (4<sup>th</sup>) vacation day during that period and twelve (12) overall for the school year in question)  
15 years **removed as of 7/31/22**  
20 years thirteen (13) days

**PART-TIME EMPLOYEES** (20 or more hours week) **8/1/21 – 7/31/22**

After: Vacation Time  
3 years four (4) days

**8/1/22 – 7/31/24**

3 years four (4) days  
5 years eight (8) days  
10 years eleven (11) days

Vacation days for part-time employees shall be the length of their regular daily hours worked (i.e. if a part-time employee regularly works four (4) hours/day, the length of their vacations days will be four (4) hours and the employee will be charged a full vacation day from their accrued vacation time.

In the event that an employee leaves during the year, after her/his anniversary date but before the vacation award date, s/he will receive one year of vacation and a pro-rated number of days accrued since the anniversary date. If the employee leaves before her/his anniversary date, s/he will receive a pro-rated number of days accrued since the last anniversary date.

All vacation days shall be used during school vacation periods. When an employee is planning to utilize vacation time during the month of a school vacation week, the paid time off must be entered by the first calendar day of the month in time and attendance in which the vacation time will be used.

**D. Holidays**

The following days will be considered holidays for cafeteria employees:

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving  
Day After Thanksgiving  
Christmas Eve  
Christmas  
New Year's Eve  
New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Patriot's Day  
Memorial Day

Juneteenth (starting with the 2023-2024 contract year). This will be a paid holiday (starting with the 2023-2024 contract year) provided that Juneteenth occurs during the school year.

In the event a holiday falls during the work week, such holiday shall be construed as time worked toward eligibility for overtime for work over thirty hours in a week.

**E. Funeral Leave**

When death occurs to a member of the employee’s family, the employee will be granted a leave of absence of five (5) consecutive days. Pay for such leave shall be at the employee’s straight time hourly rate of six (6) hours per day for a (6) hour worker and three (3) hours per day for a (3) hour worker. Notwithstanding the above language, at the superintendent’s exclusive discretion, for cremation the five (5) days need not be consecutive and not necessarily within the five (5) day framework.

Employee’s “Family” shall include:

- Spouse
- Sister
- Father
- Child
- Mother
- Grandparents
- Brother
- Grandchildren

And any members of the employee’s immediate household.

Employees will be entitled to one (1) bereavement day without loss of pay for the death of an aunt or uncle.

Employees will be entitled to three (3) bereavement days without loss of pay for the death of a mother-in-law or father-in-law.

Employees will be entitled to one (1) bereavement day without loss of pay for the death of any other family member not already listed in this Agreement at the discretion of the Principal and/or Superintendent. No loss of credit from annual or accumulated sick leave shall be incurred by the employee on account of funeral leave.

Employees may be granted a Bereavement day for a non-family member, upon approval of the Superintendent.

**F. Family Medical Leave Act**

The Districts will comply with the Family and Medical Leave Act. This section shall not be subject to the grievance and arbitration procedures of the collective bargaining agreement. A parental leave of absence without pay for one (1) year will be granted to an employee for birth or adoption of a child. An employee who is pregnant may remain in active service until the completion of her pregnancy, provided that she is able to carry out the functions of her position. The Superintendent may request the employee to furnish an appropriate medical certificate of fitness to perform the duties of her position.

An employee who is on parental leave shall not be entitled to accrue paid sick leave or other benefits during the period of parental leave unless the employee is on the active payroll (vacation, sick leave, personal time, compensatory time or other such leave would maintain the employee on the active payroll). Upon return from a parental leave of absence an

employee shall return to the step in the salary schedule where s/he was when s/he began the leave unless the employee worked at least one-half (1/2) of the year in which the leave began, in which case the employee shall move on to the next step, and shall have any unused sick leave and other benefits restored. An employee will continue to accrue seniority while on parental leave.

Upon expiration of the one year paid or unpaid leave of absence, the District will assign the employee to his/her former job or to a substantially equivalent position. Leave under this Agreement shall run concurrently with eligible leave under the Massachusetts Parental Leave Act, M.G.L. c. 149 § 105D (MPLA) and/or under the FMLA.

Eligible spouses who work for the same employer are limited to a combined total of 12 workweeks of leave in a 12-month period, unless they qualify for one of the identified exceptions under the FMLA.

When an employee takes leave under this Agreement for a reason which would entitle the employee to leave under the FMLA, such leave will run concurrently with leave under the FMLA, and will be deducted from the employee's statutory FMLA leave entitlement.

#### **G. Parental or Child-Rearing Leave**

1. A leave of absence shall be granted for parental leave to members on the terms and conditions set forth in this sub-section.
  - a. The employee shall give the Superintendent at least two (2) weeks' notice of the employee's anticipated date of departure and the employee's intention to return to full-time employment or provide notice as soon as practicable if the delay is for reasons beyond the individual's control.
  - b. Parental leave shall commence on the first day of absence for the birth or adoption of a child. Parental leave shall run for eight (8) weeks from the date of childbirth or adoption, which period shall not be interrupted by holidays, vacation periods and summer vacation.
  - c. An employee who is on parental leave shall not be entitled to accrue paid sick leave or other benefits during the period of parental leave unless the employee is on the active payroll (vacation, sick leave, personal time, compensatory time or other such leave would maintain the employee on the active payroll).
  - d. Upon return from a parental leave of absence an employee shall return to the step in the salary schedule where s/he began the leave unless the employee worked at least one-half (1/2) of the year in which the leave began, in which case the employee shall move on to the next step and shall have any unused leave and other benefits restored. An employee will continue to accrue seniority while on parental leave, provided no other members of equal length of service, credit and status in the same or similar position have been laid off during the period of such parental leave.
2. Following the expiration of the employee's parental leave, the employee may take an unpaid child-rearing leave for the remainder of the calendar year that started with the employee's parental leave (the parental leave combined with the child-rearing leave shall not exceed one year). Upon the expiration of the

child-rearing leave, employees shall be restored to their previous, or a similar position. Employees shall not accrue any benefits for the period of said unpaid child-rearing leave.

3. Bargaining unit members on leave under Paragraph 1 of this Section above may elect to utilize their accumulated sick leave during their period of physical disability. Sick leave shall be paid only during the time period in which a physician certifies the member to be physically disabled.
4. An employee who is pregnant may remain in active service until the completion of her pregnancy, provided that she is able to carry out the functions of her position. The Superintendent may request the employee to furnish an appropriate medical certificate of fitness to continue to perform the duties of her position.
5. Upon expiration of the one-year parental and child-rearing leaves, the district will assign the employee to his/her former position or to a substantially equivalent position.
6. Leave under this Agreement shall run concurrently with eligible leave under the Massachusetts Parental Leave Act (MGL c. 149, § 105D) and/or under the FMLA.

## **XI. HEALTH INSURANCE**

Bargaining unit employees shall have the opportunity to participate in the Town's and Region's Employees Group Insurance Plan. At the time of hire, he/she must either apply for the above coverage or sign a waiver stating he/she does not wish to participate in this program. The Town of Somerset and the Regional School District will pay the maximum percentage permitted by Town Meeting enactment of the cost of the same insurance coverage received by Town employees.

Any bargaining unit member hired between the first and fifteenth of the month shall be required to pay a full month of employee co-share portion of health insurance premiums for that month. Any bargaining unit member hired between sixteenth and the last day of the month shall not be required to pay any employee co-share portion of health insurance premiums for that month.

## **XII. EMPLOYEE EVALUATION**

In order to ensure that all bargaining unit members are performing the full range of their duties and responsibilities, all employees will be evaluated using an evaluation tool, which is based on the job description. The employee will be given a copy of the evaluation tool and will have the right to discuss it with his/her supervisors.

## **XIII. NEW POSITIONS AND VACANCIES**

Whenever a position covered by this Agreement becomes vacant, such vacancy will be publicized by the School Department by posting concurrently to SchoolSpring (or the electronic posting system in use at the time) and by email to bargaining unit members' district-assigned emails for a minimum of five (5) work days prior to the appointment being made. If a vacancy or new position

occurs during the summer months, the School Department will notify the Association electronically. Employees interested shall apply in writing within the five work day period. The successful applicant shall be given a ninety-day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period, it is determined by the Committees that the employee is not qualified to perform the work, s/he shall be returned to her/his old position and rate, if formerly employed; a new employee will be discharged.

#### **XIV. SENIORITY, PROMOTIONS, TRANSFERS AND LAYOFFS**

The length of continued and interrupted service of the employee in the employment of the School Departments shall determine the seniority of the employee.

In making promotions, job assignments, transfer or in effectuating layoffs, merit, ability and the need of the school system shall govern. When the above factors are equal, seniority shall be the determining factor. The above factors shall apply to hiring from outside the system to fill vacancies.

An employee who is regularly scheduled to work 15 hours or more per week and whose hours have been reduced may 'bump' a less senior person in the same classification or within a lower classification provided that person works the same number of hours or less per week.

#### **XV. GRIEVANCE PROCEDURE**

Section 1: - A grievance is defined as only those claims or disputes which allege a specific and direct violation of the express language or provisions of this Agreement. The grievance must be reduced to a written statement and must contain the nature and facts of the grievance, the section of the contract allegedly violated and remedies sought. The purpose of the grievance procedure is to settle all alleged grievances as quickly as possible.

Step 1: The employee involved shall submit the grievance in writing to the Principal within five (5) business days after the employee knew or should have known of the occurrence or failure of occurrence of the incident upon which the grievance is based.

Step 2: If the grievance has not been resolved within five (5) business days after its submission to the Principal, it may be submitted to the Superintendent, in writing, within five (5) working days after the response of the Principal was due.

Step 3: If the grievance has not been resolved by the Superintendent to the Union's satisfaction, the Union may submit the grievance to arbitration with the Labor Relations Connection or with the Massachusetts Department of Labor Relations within thirty (30) business days after the decision was rendered by the Superintendent or the

decision was due, if no decision is rendered. A copy of that filing shall be simultaneously given to the District.

Section 2 - Time Limits: The time limits specified in the preceding paragraphs may be extended by written or oral agreement of both parties. In the absence of such an agreement, however, failure to comply with the above time limits for instituting and pursuing grievances shall be conclusively deemed to be a waiver by the Union of all rights under this Article. In the event that the Employers fail to render a decision at a particular level of the grievance procedure it shall be deemed a denial, authorizing the Union to proceed to the next step within the time prescribed for doing so.

Section 3: - The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement or which modifies or abridges the management rights prerogatives of the School Committees and/or the Superintendent. Costs of the arbitration proceedings except for transcripts requested by a party shall be shared equally by the applicable Committee and the Union.

Section 4: Matters concerning the discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration provisions of this Article.

Section 5: An employee who has been ordered to perform a certain task which he/she believes violates a provision of this Agreement shall not refuse to perform the task (unless the task is reasonably believed to be unsafe), but shall perform the same and then submit his/her protest as a grievance.

Section 6: In a retroactivity dispute, no settlement or adjustment by the employer, nor shall the Arbitrator's award be retroactive beyond the occurrence of the events giving rise to the instant grievance.

Section 7: An Arbitrator shall not have the power to render a decision concerning any matter which has not been presented in accordance with the procedures set forth above. Failure on the part of the Employers to answer a grievance at any step shall not be deemed acquiescence thereto, and the aggrieved party must proceed to the next step to preserve the grievance. If the action required to process a grievance to each step in the procedure outlined herein is not taken within the time limits specified herein, the grievance shall become waived.

## **XVI. MANAGEMENT PREROGATIVES**

Among the rights and responsibilities, which continue to be vested in the Employers, but not intended to be an inclusive list of them, shall be the right:

- To increase or decrease or change the nature of the operation.

- To install and use equipment and machinery wherever and whenever it deems advisable.
- To remove machinery or equipment.
- To regulate the quality or quantity of labor for assigned tasks and to determine the amount of labor and appropriate tools and equipment for such assigned tasks
- Subject only to the provisions contained in this agreement pertaining to procedures for promotions and job assignments, to hire, promote, demote, suspend, discharge, discipline, or transfer employees as the efficient operation of the Department, in the opinion of the employer, may require.
- To terminate any or all operations of the Department, temporarily or permanently, if the School Committee shall so vote at any official meeting.
- To secure equipment, tools or materials from any source available.

Matters which are covered by this agreement are all of the matters as to which the parties have bargained and as to which they intend to bargain and that as to any matter not specifically covered by the language of the agreement, the School Committees retain full discretion to act in any way they see fit.

Additionally, nothing in this Agreement shall limit the School Committee and the Superintendent in the exercise of their functions of management and in the direction and supervision of the School Department. This includes, but is not limited to, the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations, establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done and to determine standards of proficiency, except where any such rights are specifically modified or abridged by terms of this Agreement.

Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver. It is understood and agreed by the parties hereto that the School Committees do not have to rely on any collective bargaining contract with their employees as the source of their rights and management prerogatives.

This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with a cafeteria employee's training and ability, regardless of whether the exact duty is listed in any written job description.

Furthermore, it is agreed that taking or consuming illegal drugs or alcoholic beverages or being under the influence of illegal drugs or alcoholic beverages during any period of the work day may be grounds for discharge from employment with the School Department.

**XVII. DUES DEDUCTION**

During the term of this Agreement, employees may tender an initiation fee, monthly membership dues, and PEOPLE contributions, to the Union by signing the authorization form(s) and, in accordance with the terms of the form, which shall also be submitted to the employer, the employer agrees to deduct said dues/fees/contributions from the pay of each employee in the unit who signed the form and remit the aggregate amount to the Union along with a list of employees who had said dues/fees/contributions deducted.

The Union hereby agrees to indemnify the employer(s) and hold it/them harmless from any and all claims, liabilities or costs which may arise out of the enforcement of this Article.

**XVIII. This Article is intentionally left blank**

**XIX. MISCELLANEOUS PROVISIONS**

**A. Bulletin Boards:**

The Committees shall provide materials for a bulletin board and space for same within the various schools for the convenience of the Union for posting official union notices. Prior approval of the superintendent must be obtained for the posting of all notices except notices to members of meetings, elections and results of elections, notice of Union recreational and social affairs and notices of Union appointments. There shall be no other general posting or distribution by employees of pamphlets, advertising or political matter, notices or any other kind of literature other than as herein provided.

**B. Access to Premises**

The Committees agree at the discretion of the superintendent to permit representatives of the American Federation State, County and Municipal Employees, AFL-CIO and/or council No. 93, and/or Local 1701 to enter the premises for purposes approved by him.

**C. Violations of Law**

Should any provision of this agreement be found to be in violation of any Federal or State Law or Civil Service rule by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

**D. Fringe Benefits:**

The fringe benefits of this contract shall apply to all regularly employed workers who are permanently employed twenty (20) or more hours each week of the school year at the rate of 66% of the benefits of those permanently employed thirty (30) hours in the school year on similar positions.

**E. No Discrimination/Coercion**

There shall be no discrimination by principals, supervisors, superintendents or other agents of the Committees against any employees solely because of the activity or membership in the Union. The employee shall comply with orders given by the supervisor. If it is felt that an order violates the agreement, a protest may be considered under the grievance procedure. The parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such persons shall receive the full protection of this agreement.

**F. Union Representative**

A written list of Union Stewards and other representatives shall be furnished to the Committees immediately after their designation and the Union shall notify the Committees of any changes. The Committees shall notify the local shop steward of the name and employment date of all cafeteria starting workers in the employ of the Somerset School Committee and Somerset Berkley Regional School Committee.

**G. Employees' Physical Condition**

The Committees reserve the right to require at any time, at their own expense, by a physician of their choice, a physical or mental examination. Before the Committees take any action as a result of such examination, the employee shall be given the right to submit a medical opinion from a doctor of his own choosing.

**H. Non-Skid Shoe and Clothing Allowance**

Bargaining unit members will receive an allowance of two hundred dollars (\$200.00) per contract year for the purchase of non-skid shoes and work clothes. The payment will be included in employees' second pay in September and will be taxed as income. All bargaining unit members shall maintain their work clothes in good condition and shall report to work dressed professionally.

In Witness Whereof, we set our hands on this 18<sup>th</sup> day of January, 2022.

**SOMERSET SCHOOL COMMITTEE**

Myra M. Allen CHAIR  
Christy A. Holt  
Paula J. ...  
...  
...

**SOMERSET BERKLEY REGIONAL SCHOOL COMMITTEE**

...  
...  
...  
Richard M. Lewis  
Julian Ramos Magliardi  
...

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL 1701**

Shelia A. Evans  
Staff Representative, AFSCME Council 93 December 15, 2021

Stephen Mello  
Doreen L. O'Hara