

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
MOUNT GREYLOCK EDUCATORS ASSOCIATION  
CAFETERIA WORKERS  
And the  
MOUNT GREYLOCK REGIONAL SCHOOL COMMITTEE  
SEPTEMBER 1, 2018 TO AUGUST 31, 2021

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## **ARTICLE I RECOGNITION**

The Mount Greylock Regional School Committee, in accordance with Chapter 150E of the General Laws, recognizes the Mount Greylock Educators Association as the exclusive Bargaining Agent for all full-time and regular part-time Cafeteria Workers for the purpose of establishing salaries, wages, hours and other conditions of employment.

The Food Service Director and Assistant to the Food Service Director are classified as management. As such, he or she is exempt from matters contained in this collective bargaining agreement.

## **ARTICLE II PERSONNEL FILE**

- A. Cafeteria workers will have the right upon request, to review the contents of their personnel file. A cafeteria worker will be entitled to have a representative of the Association accompany him/her during such a review.
- B. No material derogatory to a cafeteria worker's conduct service, character, or personality will be placed in his personnel file unless the cafeteria worker has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The cafeteria worker will also have the right to submit a written answer to such material and his answer shall be reviewed with the Superintendent or his/her designee and attached to the file copy.
- C. Any formal complaints regarding a cafeteria worker made to a member of the Administration by a parent, student or other person will be promptly called to the attention of the cafeteria worker.
- D. Personnel files shall contain the following folders: a folder with the original applications materials; a folder with all evaluation reports; a folder with all reappointment and placement correspondence. Items shall not be removed from a personnel file without the consent of the cafeteria worker.
- E.
  - 1. Written communications received from third parties relative to the professional performance of a cafeteria worker shall not be included in the cafeteria worker's personnel file without his/her knowledge. Upon notification of the receipt of such communication, the cafeteria worker shall acknowledge it by affixing thereon his or her signature; such signature shall not imply that the cafeteria worker agrees with the contents of the letter, and the cafeteria worker shall have the right to attach any comments thereto. No correspondence relative to the performance of a cafeteria worker shall be kept separate from the personnel file. Any written complaint (excluding email communications) regarding a cafeteria worker made

to any member of the administration by any parent, student, or person will be called to the attention of the cafeteria worker within ten (10) school days when practicable.

2. In the case of an oral complaint or email communication, if in the opinion of the administration an oral complaint or email communication made to any member of the administration by a parent, student, or person is of such a nature that said complaint should be dealt with by the cafeteria worker, said complaint shall be resolved initially by the administrator informing the cafeteria worker of such complaint and requesting that the cafeteria worker contact the complaining person(s).
- F. If a cafeteria worker is to be disciplined or formally reprimanded by any member of the administration, he/she will be entitled to have a representative of the Association, as designated by the President, present. A formal reprimand is defined as any reprimand that is written and placed in the cafeteria worker's Personnel File.

### **ARTICLE III NEGOTIATION PROCEDURE**

- A. Not later than November 1 of the calendar year preceding the calendar year in which this agreement expires, or within thirty (30) days of the written request of the Association, , whichever is the later date, the Committee agrees to enter into negotiations with regards to a successor agreement in accordance with the procedure set forth herein in a good faith effect to reach agreement concerning Cafeteria Workers; wages, hours, and other conditions of their employment. Such negotiations will include any matters covered by this agreement and any other matters which the parties mutually agree are negotiable or are held by law to be negotiable. Any agreement so negotiated will apply to all Cafeteria Workers covered by this agreement and will be reduced to writing and signed by the Committee and the Association.
- B. During the negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. Either party may, if it so desires, utilize the services of outside consultants, and may call upon professional and/or lay representatives to assist in the negotiations.
- C. This agreement may not be modified in whole or in part by the parties except by instrument in writing duly executed by both parties.

**ARTICLE IV  
DUES DEDUCTION**

- A. The Committee agrees to deduct from the salaries of its employees dues for the Association, the Massachusetts Teachers Association, and the National Education Association as said cafeteria workers individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to the Association.

Cafeteria Worker's authorization will be in writing on the form set forth in Appendix B.

Any such authorization for a subsequent school year may be withdrawn by such cafeteria workers by giving at least sixty (60) days' notice in writing of such withdrawal to the Superintendent or his/her designee, who will promptly notify the Association.

- B. The Association will certify annually and in writing to the Committee the current rate of its membership dues. The specific amount of the current dues of the Association shall be certified to the Committee by the Association treasurer on or before September 30 of each school year.
- C. Deductions will be made in equal installments from the first and second paychecks in each month, beginning with the first paycheck in October and ending with the second paycheck in June.

**ARTICLE V  
GRIEVANCE PROCEDURE**

- A. Grievance:
1. A "grievance" is a dispute concerning the interpretation or application of this Agreement or any amendment or supplement thereto.
  2. All time limits herein shall consist of school days. The time limits indicated hereunder shall be considered maxima unless extended by mutual agreement in writing.
  3. The Committee acknowledges the right of the Association to participate in the processing of a grievance at any level in accordance with the terms hereof.
  4. The Committee and the administration will cooperate with the Association in investigation of any grievances by making available to the Association all recorded information in the possession of the Committee which is within the public domain, to the extent so requested by the Association.
  5. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

6. The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise, from time to time, affecting the welfare or working conditions of employees covered by this Agreement. Nothing herein contained will be construed as limiting the right of the Association, with or without the affected employee(s), from having informal meetings with members of Administration to discuss matters related to outstanding grievances.

B. Grievance Procedure:

1. Level One. A cafeteria worker with a grievance shall, not later than twenty (20) school days of the date the grievant knew or ought to have known of the alleged act or omission present the grievance in writing to the Principal directly or through the Association. In the event that the cafeteria worker is not directly responsible to an individual Principal, then the grievance shall be presented in writing in his/her immediate supervisor. The Principal or immediate supervisor shall respond to the grievance in writing within ten (10) school days.
2. Level Two. If the grievance is not resolved to the satisfaction of the grievant, the grievant, either directly or through the Association, may present the grievance, in writing to the Superintendent, within ten (10) school days of the response of the Principal or immediate supervisor. The Superintendent shall respond to the grievance, in writing, within ten (10) school days.
3. Level Three. If the grievance is not resolved to the satisfaction of the grievant, the grievant, either directly or through the Association, may present the grievance, in writing, to the School Committee, within ten (10) school days of the response of the Superintendent. The School Committee shall respond to the grievance, in writing, within twenty (20) school days.
4. Level Four. If the grievance is not resolved to the satisfaction of the Association, and the Association indicated in writing, addressed to the Committee that the grievance is meritorious and that it involved in the opinion of the Association a dispute concerning the interpretation or application of the Agreement, the Association may submit the grievance, in writing, for arbitration with the American Arbitration Association within twenty (20) school days of the response of the School Committee.
5. All decisions rendered at Levels Two and Three of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and/or the Association.
6. No reprisals will be taken by the Committee or the school administration against any cafeteria worker participating in the presentation of a grievance in accordance with provisions of this Agreement because of such participation.

7. If a grievance affects a group or class of cafeteria workers, the Association as well as the cafeteria worker may submit such a grievance at Level Two.
8. The President of the Association or his/her designee shall have the right to participate in the investigation and processing of a grievance. If it is necessary that such investigation or processing occur during a regular workday of the said President or his/her designee, he/she shall be released from regular duties for such purposes without loss of pay or other benefits.
9. If the Association or grievant fail to timely process a grievance to the next step of the grievance procedure, the right to continue processing the grievance is waived.
10. If the Committee or Administration failed to answer the grievance on time it is considered a denial of the grievance and the grievant or Association may proceed to the next level of the grievance procedure.

C. Arbitration:

1. Parties shall be bound by the rules and procedures of the American Arbitration Association unless contrary to express provisions herein set forth.
2. The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Committee and the Association.
3. The arbitrator will confer with representatives of the Committee and the Association and hold hearings and will issue a decision as soon as possible. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on issues submitted. The decision of the arbitrator, other than the arbitrability of the issues involved, 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 recommends a right or relief for any period of time prior to the effective date of this Agreement, or which modifies or abridges the rights and prerogatives of the Committee as set forth in this Agreement.
4. The submission of any grievance to arbitration shall constitute a waiver of any other right or other rights which the said cafeteria worker or Association may have with respect to the matter submitted to said arbitration under other provisions of law. The cafeteria worker and the Association shall be precluded from pursuing any other remedy.
5. It is recognized that members of the Association may have to testify in order to properly process a grievance under Level Four and so any member as well as the grievant shall be excused from his or her regular duties without loss of pay or other benefits for purposes of so testifying.

**ARTICLE VI  
APPOINTMENTS**

No later than June 15<sup>th</sup>, members of the bargaining unit will receive a letter of appointment which defines the work day, the work year, and wages as established by this agreement for the following school year.

**ARTICLE VII  
WAGES**

A. Hourly Rates

**COOK**

<b>Step</b>	<b>9/1/18</b>	<b>9/1/19</b>	<b>9/1/20</b>
0	\$16.00	\$16.24	\$16.48
1	\$17.80	\$18.07	\$18.34
2	\$18.70	\$18.98	\$19.27
3	\$19.35	\$19.64	\$19.93
4	\$20.00	\$20.30	\$20.60
5	\$20.65	\$20.96	\$21.27
6	\$21.29	\$21.61	\$21.93

**KITCHEN ASSISTANT**

<b>Step</b>	<b>9/1/18</b>	<b>9/1/19</b>	<b>9/1/20</b>
0	\$13.00	\$13.20	\$13.39
1	\$14.30	\$14.51	\$14.73
2	\$15.29	\$15.52	\$15.75
3	\$15.82	\$16.06	\$16.30
4	\$16.41	\$16.66	\$16.91
5	\$16.98	\$17.23	\$17.49
6	\$17.58	\$17.84	\$18.11

The dishwasher position for the 2018-2019 school year shall be compensated at a rate of \$12.00 per hour, for the 2019-2020 school year \$12.75 per hour, and for 2020-2021 school year \$13.50 per hour.

- B. Step Movement. Wages will be paid in accord with the above schedule. Cafeteria Workers will move one step vertically provided that the employee has received an overall satisfactory evaluation from the prior year.

- C. Salary Placement. All new hires in the cafeteria unit will be placed at the first step of the wage scale unless the employee has work experience in the applicable category. In this case, the Cafeteria Worker may be placed on a step of the wage scale at the discretion of the Superintendent.
- D. Pay Periods. It is agreed that all personnel covered by this Agreement will be paid in twenty-one (21)/twenty-two (22) bi-weekly payments or twenty-six (26) equal installments. Biweekly wages will be calculated each year by the regular number of hours worked each day times the number of school days lunches are served plus one-half the number of scheduled half-day in-service days for faculty. The twenty-six (26) equal installment payment option shall be by election of the cafeteria worker. Cafeteria workers will receive confirmation of such calculation with the first paycheck of each new school year. Any extra hours or days worked will be in addition to this amount as recorded on a manual timesheet authorized by a supervisor. Deductions are made when the employee is in an unpaid leave status.

## **ARTICLE VIII LONGEVITY**

As recognition for their service to the District, Cafeteria Workers at Mt. Greylock Regional School District shall receive annual longevity payment in addition to their salaries according to the following schedule:

After 10 years of service: \$500/year  
After 15 years of service: \$800/year  
After 20 years of service: \$1000/year

Longevity shall be paid in the last pay period of the fiscal year.

## **ARTICLE IX CLOTHING ALLOWANCE**

Each member of the bargaining unit must purchase closed toe and rubber soled slip resistant work shoes, pants, shirts, turtlenecks or mock turtlenecks, and smock/aprons will be worn while working and will be reimbursed by the School District annually.

Reimbursement will not exceed \$350 annually for each employee working 30 hours or more annually. Reimbursement for employees working less than 30 hours a week will not exceed \$200. Reimbursement for employees working less than 20 hours a week will not exceed \$100 annually. Sales slips and/or receipts must be submitted to the Food Service Director for approval prior to reimbursement.

**ARTICLE X  
ALTERATION OR AMENDMENT OF AGREEMENT**

- A. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the undertakings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in the Agreement, or with respect to any subject or matter not referred to specifically or not covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation or either or both of the parties at the time they negotiated and signed this Agreement.
- B. No agreement, alteration, understanding, variation, waiver, or modification or any of the terms, conditions, undertakings, or covenants contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.
- C. The waiver of any breach or condition of this Agreement by either of the parties hereto shall not constitute a precedent in the future enforcement of the terms of this Agreement.
- D. If any part of this Agreement is in conflict with law, such part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of this Agreement shall not be affected thereby.
- E. If either of the parties hereto shall during the life of this Agreement desires to make any proposal with respect to the modification or alteration of this Agreement or with respect to any matter not expressly covered by this Agreement, the said party may submit such proposal in writing to the other party and request a meeting. Within ten (10) days of the submission of such proposal, the recipient thereof shall acknowledge the receipt thereof and indicate whether or not it wishes to discuss the same. The submission of such proposal and any subsequent discussion thereof shall not be construed by either of the parties hereto as an agreement by the other that said proposal comes within the purview of this Agreement.

**ARTICLE XI  
DEDUCTIONS**

The Committee agrees to deduct from the salaries of its employees such sums as shall be duly authorized by employees upon forms satisfactory to the Committee, including dues for local, state and national teachers' organizations; for (1) participation in "tax sheltered" annuities, (2) group life insurance, (3) group hospitalization, (4) credit union, (5) disability insurance and (6) for participation in a flexible benefit plan to convert life and group health premiums into a pre-tax basis.

**ARTICLE XII  
CONTRACT RENEWAL**

This contract shall be effective for the three (3) year period beginning September 1, 2018 and ending August 31, 2021. Should an agreement for a successor contract not be reached prior to August 31, 2021 this agreement shall remain in effect until a new agreement is reached.

**ARTICLE XIII  
WORKERS' COMPENSATION**

- A. If a bargaining unit member, because of illness or injury sustained in the course of and arising out of the bargaining unit member's employment by the Committee, is receiving benefits under Section 34 of Chapter 152 of the General Laws of the Commonwealth of Massachusetts (Workmen's Compensation Act), the Committee shall pay to such bargaining unit each pay period so long as such bargaining unit is receiving benefits under said Section 34, an amount equal to the difference between the bargaining unit's salary at the time of such injury and the amount of weekly indemnity being received by the bargaining unit. The total amount payable by the District under this Article because of any one illness or injury shall not exceed an amount obtained by multiplying the number of such bargaining unit's accumulated sick leave days by such bargaining unit member's per diem rate. (Total amount payable by the District = number of bargaining unit's accumulated sick leave days x bargaining unit member's per diem rate.) The number of accumulated sick leave days available to each bargaining unit shall be reduced by an amount equal to the total sum paid to the bargaining unit by the District under this Article divided by the bargaining unit member's per diem rate. (Number subtracted from accumulated sick days = total sum paid to bargaining unit by the District/bargaining unit member's per diem rate.)
- B. If the illness or injury of a bargaining unit comes within the purview of both this Article and Article XIV or Article XV, it shall be deemed to come within the purview of this Article, and such bargaining unit shall not be paid any benefits pursuant to Article XIV or Article XV or for such illness or injury, except as provided in Paragraph A of this Article.

**ARTICLE XIV  
EVALUATION**

The performance of each member of the Cafeteria Worker will be evaluated annually by June 1st.

Evaluations will be in written form. All evaluations will be prepared in two (2) copies. Each member of the Cafeteria Worker will receive one (1) copy of his or her evaluation, the other copy will be placed in member's personnel file.

Evaluations will be prepared by the Food Service Director, or his/her director with input and/or recommendations from the Assistant Food Director.

Evaluations will be completed and copies provided to each employee by June 15th of each year. The evaluation will make a specific recommendation on continued employment, and indicate whether the overall evaluation was satisfactory or whether remediation is appropriate.

#### **ARTICLE XV SICK LEAVE**

Members of the bargaining unit are granted fifteen (15) days of sick leave annually. New hires shall accumulate sick leave at the rate of one and one-half (1 1/2) days for each month actually worked. Accumulated time is prorated based on the number of hours worked. For example, an employee working 4 hours a day/20 hours a week would receive 15 (4) hour sick days. A person working 5 hours a day/25 hours a week would receive 15 (5) hour sick days per year.

Sick leave is accruable to one hundred and twenty (120) days.

An employee who is absent for illness or injury for more than a total of five (5) consecutive work days must submit a doctor's certificate to his/her immediate supervisor, stating that the employee has been under doctor's care and is well enough to return to work at 100%.

Sick leave may be taken in two (2) hour increments, up to one full day, except in cases of emergency.

#### **ARTICLE XVI SICK LEAVE BANK**

- A. At the beginning of each school year, the Committee shall establish a fund of one hundred (100) days to be a Sick Leave Bank. These sick leave days may be used to provide additional sick leave to any cafeteria worker who has exhausted his/her leave and is unable to perform his/her duties due to serious injury or illness.
- B. When use of the Sick Leave Bank is requested of the Committee, satisfactory medical evidence in support of the request must be presented. The Committee's decision to grant or deny use of the Sick Leave Bank, as based on the adequacy of the medical evidence presented, is not subject to grievance or arbitration

**ARTICLE XVII  
PERSONAL LEAVE**

Bargaining unit members annually shall be entitled to up to three (3) paid days (pro-rated to reflect the individual's daily work schedule) of personal leave not to be deducted from sick leave. Personal leave is at the discretion of the Superintendent and/or designee with three (3) days prior notification, except in cases of emergency. Personal leave is meant for use to address individual business requirements that cannot be accomplished outside of regular working hours. Leave hereof shall not be granted for the purpose of extending a holiday or vacation period. Leave may be taken as full day increments or in smaller increments of at least two (2) hours in length. Except in the event of an emergency, personal leave may not be taken on any days in which the bargaining unit member is scheduled to have professional development. The applicant is not required to state a reason. Except in the case of any emergency, the applicant is required to provide the Principal with a written request for personal leave which includes the date(s) requested.

Unused personal leave of at least six (6) hours at the end of the work year shall be converted to sick leave and added to the employee's sick leave accrual subject to the limitations in Section B above; such conversion may only be done in full work day increments and any remaining hours shall not be converted to sick leave.

Personal Leave may only be taken in two (2) hour blocks of time up to the employee's full day, except in emergency situations.

**ARTICLE XVIII  
BEREAVEMENT LEAVE**

Cafeteria Workers shall be granted temporary leave of absence without loss of pay for the following reasons and upon the terms and conditions:

- A. In the event of the death of an "immediate family member", a cafeteria worker shall receive up to five (5) days of pay. An "immediate family member" is defined as: spouse, significant other living in the cafeteria worker's household, child, parent, step-parent, parent-in-law, sibling, or legal guardian.
- B. In the event of the death of a "non-immediate family member", a cafeteria worker shall receive up to three (3) days of pay. A "non-immediate family member" is defined as: brother-in-law, sister-in-law, grandchild, or grandparent.
- C. In the event of the death of an "other relative", a cafeteria worker shall receive up to one (1) day of pay. An "other relative" is defined as: cousin, aunt, uncle, niece, or nephew.
- D. Such leave is to be used immediately following the date of death, except that where the interment leave is delayed, any one or more of said days may be used to attend the interment and related services.

- E. In extenuating circumstances a cafeteria worker may request that a Superintendent may grant an exception to the provisions above including, but not limited to, additional days for travel, which shall be deducted from sick leave.

**ARTICLE XIX  
OTHER LEAVES**

All provisions of the Family and Medical Leave Act, Parental Leave Act, Domestic Violence Leave Act, and Small Necessity Leave Act will be followed. The provisions of these laws (as well as the application form for SNLA leave) are posted in the staff room, mail room, and on the staff area website of the school.

- A. FMLA Leave

The Family Medical Leave Act (FMLA) is a federal law that allows eligible employees to take up to twelve (12) workweeks of job-protected unpaid leave in a twelve (12) month period for medical reasons; for the birth or adoption of a child; for the care of a child, spouse, or parent who has a serious health condition; and for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation. Pursuant to the FMLA, eligible employees who are a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness may take up to a total of 26 workweeks of unpaid leave during a twelve (12) month period to care for the service member. The Committee agrees to abide by the requirements of the FMLA.

- B. Massachusetts Parental Leave

1. Eligibility. All employees covered by this agreement who qualify under Massachusetts law will be eligible for up to eight (8) weeks of unpaid Parental Leave for the purposes of;
  - a) giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is physically or mentally disabled;
  - b) for adoption if the employee is adopting or intending to adopt; or
  - c) for the placement of a child with an employee pursuant to a court order; If both parents work for the District, they shall be eligible for up to eight (8) weeks of leave in the aggregate.
2. Notification. An employee must give at least two (2) weeks' notice to the Superintendent's Office of his/her anticipated date of departure and intention to return, or as soon as practicable if the delay in notice is for reasons beyond the employee's control.

3. Documentation. The Superintendent may require the employee to submit documentation sufficient to demonstrate eligibility for Parental leave.
4. Use of Paid Leave. An employee who has accrued sick leave may use his/her leave during Parental Leave, provided that sick leave may only be used if a physician has certified the medical necessity for the leave time.
5. Restoration and Other Rights. An employee who complies with the requirements for Parental Leave will be restored to his/her previous or a similar position with the same status, pay, length of service credit and seniority, whenever applicable, as of the date his/her leave began. Unpaid Parental Leave will not count toward length of service or seniority.
6. Leaves under the provisions of this Agreement, which are also eligible under the FMLA and/or MPLA, shall run concurrently as both FMLA/MPLA and contractual leave, and the more liberal of the provisions shall apply.

C. Care of Family Member

A Leave of Absence without pay of up to one (1) year may be granted at the discretion of the Superintendent for the purpose of caring for a sick member of the cafeteria worker's immediate family (parents, child, or spouse).

D. Other Short Term Leaves

1. Jury Duty. Cafeteria workers who are required to perform jury duty on a work day shall do so without loss of pay and, therefore, shall receive the difference in pay between the pay, stipend, and compensation received for jury duty and the cafeteria worker's regular pay. The cafeteria worker shall provide the Principal with copies or an accounting of all pay, stipends, and compensation received by the cafeteria worker for jury duty.
2. Legal Proceedings. Time will be provided for appearance at any legal proceeding connected with the cafeteria worker's employment or with school system if the cafeteria worker is required by law to attend. This leave will be granted with full pay and all benefits that a cafeteria worker is ordinarily entitled to, except in cases where a cafeteria worker has been suspended or cited for unbecoming conduct or other good cause.

E. At the discretion of the Committee, other paid leaves or unpaid leaves of absence, recommended by the Superintendent may be granted. As a condition of granting paid leave, the Committee has discretion to require that such leave is deducted from accumulated paid leave, such as personal leave and sick leave.

**ARTICLE XX**  
**WORK DAY/WORK YEAR**

The work day for each Cafeteria Workers will be set forth in the annual letter of appointment.

Cafeteria Workers who work more than six (6) hours per day will receive a duty-free, non-paid thirty (30) minute lunch period daily. Cafeteria Workers are entitled to one fifteen (15) minute duty-free break for each (4) hours worked.

Work year will guarantee all school days when lunches are served, plus additional days at the discretion of the Food Service Director for in-service training, off-site visits, or cleaning. The minimum number of additional days will be one-half the number of scheduled half-day in-service days for faculty.

**ARTICLE XXI**  
**TRAINING**

Cafeteria Workers may be asked to undergo training in addition to their normal work year. They will be paid for these extra days based on the completion of a manual timesheet approved by the supervisor. At least one member of the cafeteria Workers must maintain a Serv-Safe Certification at all times to be compliant with state health code regulations.

**ARTICLE XXII**  
**INSURANCE**

A. Health Insurance. Bargaining unit members shall have access to District provided health insurance plans in accordance with the following contribution percentages:

HMO Split: 80% / 20%  
POS Split: 70% / 30%  
PPO Split: 70% / 30%

B. Dental Insurance. The Committee will pay 65% of the cost of the District provided dental protection plan.

C. Life Insurance. A \$10,000 term life insurance plan shall be available to bargaining unit members at a 90/10 contribution split.

**ARTICLE XXIII  
SEVERANCE/RETIREMENT ALLOWANCE**

- A. The District will pay at retirement to employees working after fifteen (15) years of service to the District, an amount equal to sixteen (\$16.00) per day for each day of unused sick leave to a maximum of ninety (90) days.
- B. In order to be eligible for the above payment, the Superintendent shall be notified in writing of the intent to retire at least three (3) calendar months prior to the effective date of the retirement.

**ARTICLE XXIV  
VACANCIES**

Notice of all vacancies shall be given to the Association President via mail and/or e-mail and placed on the District bulletin boards. No position shall be filled sooner than five (5) calendar days, exclusive of holidays of giving such notice. Prior to offering a position the Superintendent or his/her designee shall confer with the Association President or his/her designee regarding the proposed hire. All transfer requests shall be considered during the process of filling of vacant positions.

**ARTICLE XXV  
JOB SECURITY**

A seniority list of Cafeteria Workers will be prepared annually.

Seniority for Cafeteria Workers will be measured in terms of length of service in years, months, and days from the initial date of hire.

In the event it is necessary to reduce the number of Cafeteria Workers employed, bargaining unit members will be laid off with consideration of the following:

1. Order of seniority in the job category- Cook/Baker or Food Prep
2. Skills/Certifications
3. Performance based on evaluations

Laid-off Cafeteria Workers will be given first opportunity to fill any vacancy in the bargaining unit, in the inverse order of their layoff for up to two (2) full years. If an employee declines an offered position, there will no longer be any right of recall.

In the event of a tie, names will be selected on a random lottery basis.

**ARTICLE XXV  
JOB CATEGORIES**

Job categorizations of bargaining unit members fall into the following categories:

1. Cook
2. Kitchen Assistant
3. Dishwasher

**ARTICLE XXVI  
TRANSFERS**

- A. A transfer is defined as a change from one (1) building to another or a change in the assignment to which the employee is assigned. For employees assigned to more than one (1) assignment, the department to which the employee is assigned the majority of the time will control.
- B. When it is necessary to involuntarily transfer an employee to a different assignment or building for the ensuing school year, the District shall consider, at a minimum, the employee's experience, training, and work record. The transfer will be made according to the Administration's determination of the needs of the District.
- C. An employee may make a written request for a meeting to discuss the reason(s) for a transfer. If such a request is made, the Superintendent or his designee shall meet with the employee. The employee may request to have an Association representative present at the meeting. The reason(s) for the transfer shall be reduced to writing at the request of either the employee or the Association. Any such transfer shall not be done in an arbitrary and capricious manner.

**ARTICLE XXVII  
GENERAL**

- A. Copies of the Agreement and any successor Agreement will either be printed at the expense of the Committee, or be made available on the District website.
- B. The Committee acknowledges the right of the Cafeteria workers' representative serving on the Mount Greylock Educators Association's Board of Directors to attend and participate in those meetings referred to in Article IV, Paragraph 2 of the Agreement between the District and the Educators Association. The extent of participation by the Cafeteria workers' representative will be at the discretion of the Educators Association's Board of Directors. Said participation will be at no cost to the school district. Work time taken for these meetings will be made up by the representative.
- C. There shall be no discrimination against any officer or member of the Association, because of his/her lawful Association activity.

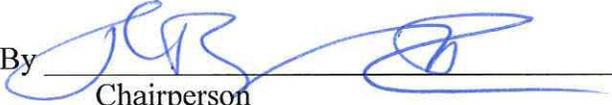
- D. Grievance or negotiation meetings normally will begin after the normal dismissal time. If negotiation meetings are scheduled between the Committee and the Association during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings.
- E. This Agreement constitutes Committee policy for the term of said Agreement, and the Committee will carry out the commitments contained herein and give them full force and affect as Committee policy. The Committee will amend its policies as take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- F. The names of new staff members covered under the "Recognition" article of this Agreement and their assignment will be furnished by the Committee to the Association as soon as practicable after employment. Names of new cafeteria workers employed during July and August will be furnished to the Association by September 15.

**ARTICLE XXVIII  
DURATION**

This Agreement shall be effective as of July 1, 2018, and shall remain in full force and effect through June 30, 2021. It may not be extended in whole or in part other than by written agreement signed by the parties hereto.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

MOUNT GREYLOCK REGIONAL SCHOOL COMMITTEE

By   
Chairperson

4/12/19  
Date Signed

MOUNT GREYLOCK EDUCATORS ASSOCIATION

By   
President

4/12/19  
Date Signed

**APPENDIX A**  
**MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT**  
**CAFETERIA WORKERS PERFORMANCE EVALUATION**

Employee Name: \_\_\_\_\_ Key: S-Satisfactory  
N-Needs Improvement  
Category: \_\_\_\_\_ U-Unsatisfactory

**QUALITY AND QUANTITY OF WORK**

- \_\_\_\_\_ Demonstrates knowledge of the job and makes good use of time.
- \_\_\_\_\_ Amount of work accomplished.
- \_\_\_\_\_ Performs work with accuracy.
- \_\_\_\_\_ Organizes work appropriately.

Comments:

**WORK HABITS**

- \_\_\_\_\_ Is regular in attendance at work.
- \_\_\_\_\_ Adheres to work schedules, is punctual, and follows break and mealtime rules.
- \_\_\_\_\_ Completes work on time.
- \_\_\_\_\_ Complies with proper sanitation practices.
- \_\_\_\_\_ Is neat and professional in appearance.

Comments:

MOTIVATION AND ADAPTABILITY

- \_\_\_\_\_ Is self-directed and motivated.
- \_\_\_\_\_ Demonstrates willingness to learn and improve.
- \_\_\_\_\_ Accepts new ideas and procedures.
- \_\_\_\_\_ Accepts constructive criticism and suggestions.
- \_\_\_\_\_ Accepts responsibility.

Comments:

RELATIONS WITH OTHERS

- \_\_\_\_\_ Works well with co-workers.
- \_\_\_\_\_ Provides courteous service to students and staff
- \_\_\_\_\_ Works well with school community.
- \_\_\_\_\_ Cooperates with supervisor.

Comments:

OVERALL PERFORMANCE:

Employee holds current Serv-Safe Certification; YES or NO

\_\_\_\_\_  
Employee Signature                      Date

\_\_\_\_\_  
Supervisor Signature                      Date

**APPENDIX B  
DUE DEDUCTION FORM**

Cafeteria Worker's authorization will be in the format set forth below:

"Dues Authorization"

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

I hereby request and authorize the Mount Greylock Regional School District Committee to deduct from my earnings and transmit to the Mount Greylock Educators Association an amount sufficient to provide for the regular payment of membership dues as certified by the Mount Greylock Educators Association.

I hereby waive all rights and claims for said monies to be deducted and transmitted in accordance with this authorization, and relieve the Mount Greylock Regional School District Committee and all its officers from any liability whatsoever.

Cafeteria Worker's Signature \_\_\_\_\_

Dated \_\_\_\_\_

Any such authorization for a subsequent school year may be withdrawn by such cafeteria workers by giving at least sixty (60) days' notice in writing of such withdrawal to the Superintendent or his/her designee, who will promptly notify the Association.

The Association will certify annually and in writing to the Committee the current rate of its membership dues. The specific amount of the current dues of the Association shall be certified to the Committee by the Association treasurer on or before September 30th of each school year.

Deductions will be made in equal installments from the first and second paychecks in each month, beginning with the first paycheck in October and ending with the second paycheck in June.