

Agreement Between
Wachusett Regional School District
and
Wachusett Cafeteria Association

July 1, 2017 – June 30, 2019

*Wachusett Regional School District
and
Wachusett Cafeteria Association*

PREAMBLE

This Agreement is entered into by the Wachusett Regional School District, hereinafter referred to as the Employer, and the Wachusett Cafeteria Association, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the Employer and the Association, 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. The parties to this *Agreement* understand and agree that each bargaining unit member's primary responsibility is to endeavor to satisfy the District's food service customers while maintaining their nutritional needs.

**ARTICLE I
RECOGNITION**

The Employer recognizes that the Wachusett Cafeteria Association, hereinafter the Association, is the exclusive representative of all full-time and regular part-time cafeteria bargaining unit members, including head food service associates, assistant head food service associates, and food service associates, and excluding the food services manager, managerial and confidential bargaining unit members, and all other District bargaining unit members as described in MCRE-2034 dated February 9, 1995, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

**ARTICLE II
GRIEVANCE PROCEDURE**

A. Purpose:

The purpose of the grievance procedure shall be to resolve at the lowest possible administrative level issues which may arise from time to time with respect to the provisions of this *Agreement*.

A member of the Association who feels aggrieved shall attempt to resolve the issue through administrative channels before following the grievance procedure outlined below.

B. Definitions:

1. A **grievance** is a claim that a specific provision of this *Agreement* has been misapplied or misinterpreted.
2. An **aggrieved person** is the member or members of the Association making the claim.
3. A **party in interest** is the person or persons who, in addition to the aggrieved person, has a recognized and reasonable interest in the grievance or its resolution.

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4. The term **days** means work days.
5. Notwithstanding the informal procedure, all grievances shall be in writing and set forth the specific section(s) of the *Agreement* that is being or has been misapplied or misinterpreted, the nature of such misapplication or misinterpretation, and the specific relief requested, and must be filed within twelve days of the act or omission that is subject of the grievance.

C. Informal Procedure:

A member of the Association with a grievance shall have the right to discuss it with his/her immediate supervisor, accompanied by one member of the Association if he/she chooses, with the objective of resolving the matter informally.

D. Formal Procedure:

Level One:

If the aggrieved person is not satisfied with the disposition of his/her claim through the informal procedure outlined above, or if the claim is not resolved through the informal procedure, he/she shall have the right to present his/her grievance to his/her immediate supervisor accompanied by one member of the Association. Such grievance shall be in writing and conform to the requirements of filing detailed in paragraph 5 of section B of this Article, as outlined above. The supervisor shall have five (5) days from the date of the grievance presentation to render a decision.

Level Two:

If the grievant is not satisfied with the disposition of the grievance at Level One or if no written decision has been rendered within the time limits set forth in Level One, the grievant may appeal to a Food Service Grievance Resolution Committee (hereinafter referred to as the F.S.G.R.C.). Such appeal must be filed within ten (10) school days after the written decision was due at Level One. Said F.S.G.R.C. shall meet within ten (10) school days after the grievance is referred to Level Two.

The F.S.G.R.C. shall consist of three (3) full time bargaining unit members chosen by the Association and three (3) members of the District's Administrative Cabinet selected by the Superintendent, no two members on either side shall be from the same work location and/or department. Whenever possible, no representative from either side should be from the same work location. The nonvoting co-conveners of the F.S.G.R.C. shall be the President of the Association and the Superintendent or their designees.

The F.S.G.R.C. shall investigate the grievance and attempt to achieve a resolution. Decisions of the F.S.G.R.C. shall be by agreement of four (4) or more members of the F.S.G.R.C. voting by secret ballot. Decisions of the F.S.G.R.C. shall be final and binding upon all parties for that particular grievance on a no precedent basis. The F.S.G.R.C. is

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not confined to accepting or rejecting the requested remedy of the grievant(s). The F.S.G.R.C. may determine by majority vote of its members a mediated settlement to the grievance which would be binding but not precedent setting on all parties.

Level Three:

If the grievance is not resolved at Level One or no decision is rendered at Level Two, or if no decision is rendered within the time prescribed above, the aggrieved person may forward his/her grievance within five days of which a decision was due at Level One to the Superintendent of Schools or the date on which a decision was due at Level Two. The Superintendent or his/her designee shall meet with the aggrieved person in an effort to resolve the grievance within ten days after the grievance was forwarded to Level Three. The aggrieved person may be represented by one member of the Association. The Superintendent or his/her designee shall have ten (10) days to render a decision on the grievance.

Level Four:

If the grievance is not resolved at Level Three, or if no decision is rendered within ten (10) days of the hearing at Level Three, the aggrieved person may request the Association to submit his/her grievance to arbitration; provided, however, that such request shall be in writing and shall be made within five days of the date on which a decision at Level Three was due. Within fifteen (15) days of receiving the request, the Association shall decide whether to submit the grievance to arbitration. If the Association decides to submit the grievance to arbitration, it shall notify the Superintendent in writing. Within ten (10) days of notification, the District and the Association shall seek to select a mutually acceptable and available arbitrator. If the parties are unable to agree upon or to obtain a mutually acceptable arbitrator within the time specified, the matter shall be referred to the American Arbitration Association to be arbitrated in accordance with their current rules. The decision of the arbitrator shall be final and binding. If possible, the arbitrator's decision shall be submitted within thirty (30) days from the date the hearing is completed. The costs of the arbitrator shall be shared equally by the District and the Association, including per diem expense, if any, and actual and necessary travel and subsistence expenses. The arbitrator's award shall be in writing and shall set forth findings of fact, reasoning, and conclusions. The arbitrator shall have no power to add to, subtract from, or modify any part of this *Agreement*.

E. Miscellaneous:

1. The District and the Association agree that these proceedings shall be kept as informal and confidential as possible.
2. By mutual agreement, the parties may extend any of the time limits delineated in this Article.
3. Failure at any step of this procedure to communicate a decision within the

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specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal a decision within the specified time limits shall be considered as acceptance by the aggrieved person of the decision rendered, and such decision shall thereafter be binding upon the Association.

4. Forms for filing and processing grievances shall be prepared by the District and distributed to the Association so as to facilitate operation of the grievance procedure.
5. All decisions required by the formal procedure outlined above shall be in writing setting forth the decision and the reason therefore.
6. The aggrieved person(s) shall, during and notwithstanding the tendency of any grievance, continue to observe all assignments and applicable rules and regulations of the District until such grievance and any effect thereof shall have been fully determined.
7. The parties may utilize the services of a bona fide professional consultant at Levels Two and Three of this procedure.

**ARTICLE III
MANAGEMENT RIGHTS**

The Employer retains and reserves all regular and customary functions of management and all powers, rights, and duties it has under law, except as abridged, delegated, granted, or modified by this *Agreement*. Such rights will not be used for the purpose of discrimination against any bargaining unit members whether or not a member of the Association. Nothing in this *Agreement* will prohibit the Employer from contracting for services outside of the bargaining unit. All the functions, powers, rights, and duties which the Employer has not specifically abridged, delegated, granted, or modified by this *Agreement* are recognized by the Association as being retained by the Employer.

**ARTICLE IV
SICK LEAVE**

- 1.0 Each bargaining unit members employed by the District as of the effective date of this *Agreement* shall be entitled to earn one (1) sick day per month up to ten (10) days in one year, such time to be cumulative to a maximum of one-hundred fifty (150) days. Bargaining unit members hired after July 1, 2001 shall be entitled to earn one-half (1/2) day per month up to five (5) days in one year for the first three years of employment; shall earn three-quarters (3/4) day per month up to 7.5 days in one year for the fourth and fifth years of employment; and, shall earn one (1) day per month up to ten (10) days in one year at the beginning of the bargaining unit members' sixth year of employment, all such time to be cumulative to a maximum of seventy-five (75) days.
- 2.0 Any bargaining unit members who has accrued more than one-hundred fifty (150) days

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prior to July 1, 2001 shall retain those accrued days at the level they reached as of October 23, 2001. Any such bargaining unit members shall earn days as outlined above but in no case will exceed the maximum one-hundred fifty (150) day limit or that limit set as of October 23, 2001. In a bargaining unit members with more than one-hundred fifty (150) days accrued sick leave uses these excess days to go below the one-hundred fifty (150) day limit, he/she can accrue only to the one-hundred fifty (150) day maximum in subsequent years.

- 3.0 For illness of the member's immediate family, which necessitates the employee's absence from school, days may be charged to the employee's sick leave up to a maximum of ten (10) days per year.

**ARTICLE V
BULLETIN BOARDS AND ANNOUNCEMENTS**

Bulletin boards and announcements shall be posted in a conspicuous place in each building where bargaining unit members enter or leave the premises or where there is access by all bargaining unit members. Both parties to this *Agreement* may use the bulletin board for notices of a routine nature. Both parties agree that it would be improper to post denunciatory, inflammatory written material on such bulletin boards. Any material deemed to be denunciatory or inflammatory, in the discretion of the Principal, will be removed immediately.

**ARTICLE VI
UNIFORM ALLOWANCE**

The District agrees to pay bargaining unit members a \$185.00 uniform allowance for the 2017-2018 school year and a \$250 uniform allowance for the 2018-2019 school year. Said payment shall be included in the third regular paycheck of the school year minus applicable withholdings.

**ARTICLE VII
OTHER LEAVES**

- 1.0 Each bargaining unit members shall be entitled to up to three (3) days of personal leave, with prior approval of the Superintendent or designee, at full pay each year for the purposes of conducting personal business which must be conducted during regular school hours. A request must be made to the Superintendent or designee at least forty-eight (48) hours in advance of the day on which the leave is to be taken. Such a request for two (2) of said personal days must include the reason for the leave, the reason need not be provided for the third personal day requested. The employee may choose which personal day requested he or she wishes to provide no reason. In cases of emergency, this requirement may be waived. At the end of each school year any remaining unused personal days shall be converted to unused sick days and added to the bargaining unit member's accrued sick time.
- 2.0 In the event of the death of a member of the bargaining unit members' immediate family (e.g. husband, wife, parent, parent-in-law, son, daughter, brother, brother-in-law, sister,

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sister-in-law, step child, grandparent or grandchild) or any relative residing within the bargaining unit member's household, the bargaining unit member shall be granted five (5) bereavement days at full pay, per event.

- 2.1 Bargaining unit members will be granted one (1) day at full pay on the death of an aunt, uncle, niece, nephew who lives at an address other than the bargaining unit member's such leave to be credited against personal leave listed above or if such leave has been exhausted, he/she may request to use one sick day to attend the funeral.
- 3.0 Any bargaining unit member who currently has in excess of three (3) personal days accrued will be allowed to use those days, with prior approval. Once these accrued days are utilized, there will be no further accrual of personal leave days.

**ARTICLE VIII
SEPARABILITY AND SAVINGS**

If any provision of this *Agreement* shall be found to be contrary to law, then said provision shall not be applicable or performed or enforced except to the extent permitted by law and substitute action shall be subject to administrative discretion and collective bargaining. All other provisions of the *Agreement* shall continue in effect.

**ARTICLE IX
JURY DUTY PAY**

In accordance with Chapter 234A of the Massachusetts General Laws, any bargaining unit members required to serve jury duty shall be paid the difference, if any, between his/her regular wages and the jury duty pay over and above the amount he/she receives for jury duty, exclusive of allowance for travel and meals.

**ARTICLE X
HOURS AND CONDITIONS OF EMPLOYMENT**

- 1.0 Bargaining unit members who are sent home because of an unscheduled early dismissal or an unscheduled late start of students shall be paid for the regularly scheduled work day.
- 2.0 Bargaining unit members who work in excess of four hours in one day shall receive a thirty (30) minute unpaid lunch period. Bargaining unit members who work more than two hours but less than four hours per day shall receive a fifteen (15) minute unpaid coffee break period. Each of these provisions shall be at the bargaining unit members' option subject to the approval of the principal.
- 3.0 All bargaining unit members are required to give notice of absence to the building principal or designee prior to the opening of school. Failure to give such notice will result in an bargaining unit members being ineligible for paid sick leave for that day. An bargaining unit members who will arrive late for school must give notice that he/she will be late to the building principal or designee prior to the opening of school. A pattern of

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non-notification will be grounds for disciplinary action, up to and including termination.

- 4.0 The work year shall be defined as a minimum of one hundred eighty one (181) days.
- 5.0 Each year the Administration shall convene a meeting to establish staffing ratios for the ensuing year. The meeting shall be attended by all Head Food Service Associates and two other members designated by the Association.

**ARTICLE XI
SALARY**

- 1.0 All raises shall become effective on July 1 of each year unless otherwise specified.
- 2.0 Overtime pay at one and one half times regular pay will be paid for all hours worked in excess of eight hours per day or forty hours per week.
- 3.0 Yearly step advancement shall be subject to satisfactory performance evaluation and a recommendation by the evaluator (supervisor or Principal) for advancement. If the bargaining unit member is dissatisfied with the recommendation, she/he shall have ten (10) school days to appeal to the Superintendent of Schools. The Superintendent, in his sole and exclusive discretion, will review the appeal and his decision will be final and binding upon the bargaining unit members and will not be subject to the grievance and arbitration provisions of this *Agreement*.
- 3.1 In determining the eligibility for the yearly step advancement during the bargaining unit member's first year of employment, the following shall apply:

Bargaining unit members with a date of first employment between August 1 and January 31 shall receive this step on July 1 of the current year; and

Bargaining unit members with a date of first employment between February 1 and July 31 shall receive this step on July 1 of the next year.

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4.0 Salary Scale

July, 2017 (1.0% increase)			
Step	Level I	Level II	Level III
1	\$11.52	\$13.98	\$15.76
2	\$12.25	\$14.90	\$16.87
3	\$13.12	\$15.76	\$18.29
4	\$14.13	\$16.74	\$19.63
5	\$15.25	\$18.05	\$21.34
6	\$16.37	\$19.27	\$22.69

July, 2018 (2% Increase)			
Step	Level I	Level II	Level III
1	\$11.75	\$14.26	\$16.08
2	\$12.50	\$15.20	\$17.21
3	\$13.38	\$16.08	\$18.66
4	\$14.41	\$17.07	\$20.02
5	\$15.56	\$18.41	\$21.77
6	\$16.70	\$19.66	\$23.14

Lane I includes the positions of Food Service Associate

Lane II includes the position of Assistant Food Service Associate

Lane III includes the position of Head Food Service Associate

5.0 Any bargaining unit member who has completed ten (10) years of continuous service to the District will be entitled to receive an additional value step which shall be \$.65 per hour commencing on the eleventh year of employment; Any bargaining unit member who has completed fifteen (15) years of continuous service to the District will be entitled to receive an additional value step which shall be \$.75 per hour commencing on the sixteenth year of employment; Any bargaining unit member who has completed (19) years of continuous service to the District will be entitled to receive an additional value step which shall be \$1.00 per hour commencing on the twentieth year of employment.

5.1 In determining the eligibility for this additional value step, the following shall apply:

Bargaining unit members with a date of first employment between August 1 and January 31 shall receive this value step on the first work day in September of the school year of their eleventh anniversary date; and

Bargaining unit members with a date of first employment between February 1 and July 31 shall receive this value step on the first work day in September of the school year immediately following their eleventh anniversary date.

5.2 Wages will be paid in equal payments over twenty-one (21) payments. Adjustments will

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be made if actual hours worked is not consistent with the estimated annual salary.

**ARTICLE XII
DURATION**

This Agreement shall become effective July 1, 2017 and shall continue in full force and effect until June 30, 2019.

**ARTICLE XIII
NO STRIKE**

- 1.0 No bargaining unit member covered by this *Agreement* shall engage in, induce, or encourage any strike, work stoppage, slow down, sick-out, picketing, sympathy strike, or other withholding of services from the District, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established. Neither the Union nor any of its officers, agents or members will call, institute, authorize, participate in, or sanction any such strike, work stoppage, slow down, sick-out, picketing, sympathy strike, or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, including upon termination of this *Agreement*.
- 2.0 Should any bargaining unit member or any group of bargaining unit members covered by this *Agreement* engage in any job action described in paragraph 1.0 of this Article, the Union shall forthwith disavow such activity and refuse to recognize any picket line established in connection therewith, and shall, at the request of the District, take all reasonable means to induce such bargaining unit members or group of bargaining unit members to terminate any such job action.
- 3.0 Violation of paragraph 1.0 or refusal to cross any picket line in the performance of duty shall be a violation of this *Agreement* and shall be just cause for disciplinary action against such bargaining unit members and such other action as the District shall deem appropriate.
- 4.0 If there is any violation of this Article by the Union or bargaining unit members, the District may, in addition to the remedies under Chapter 150E of the Massachusetts General Laws or this *Agreement*, file independently an action in the appropriate Court to enforce this Article.

**ARTICLE XIV
INSURANCE**

- 1.0 Health, dental, disability (long-term) and vision insurance shall be provided by the District in conformance with the PEC Agreement.
- 2.0 In case of absence due to an industrial accident, the District agrees to allow the member of the bargaining unit to make up the difference between regular take home pay and the

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amount received from workers compensation. The amount of such difference shall be charged against the employee's accrued sick leave. If no sick leave is available, the employee may not recover any difference in pay.

**ARTICLE XV
WORKING OUT OF GRADE**

Any bargaining unit member required to work in a higher classification for more than three consecutive work days shall receive half the difference between his/her regular pay and the pay of the higher classification beginning on the fourth consecutive work day for any consecutive work day from the sixth work day forward. Once the working out of classification terminates, the bargaining unit members must again work more than five consecutive work days in a higher classification to receive such adjustment on the sixth consecutive work day.

**ARTICLE XVI
EXTRA DUTY PAY**

- 1.0 Any bargaining unit member covered by this *Agreement* that is required to work additional hours at school sponsored events shall be paid their regular straight time pay rate for all hours worked so long as such hours do not exceed forty hours in one week or more than eight hours in one day. A week shall be defined as Sunday to Saturday for the purposes of this article. If the bargaining unit member works more than forty hours in one week or works more than eight hours in one day at school sponsored events, said bargaining unit member will be paid time and one-half his/her normal rate of pay for any hours worked exceeding forty hours or more than eight hours worked in one day. Any bargaining unit member required to work at non-school sponsored events shall be paid at time and one-half her/his regular rate of pay for all hours worked. Any member required to work on Saturday or Sunday shall be paid at time and one-half her/his regular rate of pay for all hours worked.
- 2.0 The District will make every best effort to ensure that extra duty assignments are equitably distributed. In cases where the Association feels such assignments are not being equitably distributed, it may meet with the principal to review the assignment of extra duty. If the Association is not satisfied with the principal's review and response, it may ask for a review by the Superintendent or designee. The Superintendent's review and any response thereto shall be the final determination of the Association's claim.
- 3.0 Any Head Food Service Associate (Level III) required to supervise ten (10) or more bargaining unit members on a regular basis shall be entitled to a stipend for extra supervisory responsibilities of \$1,050 per year. This stipend shall be paid in twenty-one (21) or twenty-six (26) equal installments corresponding to the bargaining unit members' number of pay periods.

Any Head Food Service Associate (Level III) required to supervise two separate school cafeterias shall be entitled to a stipend for extra supervisory responsibilities of \$500 per

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year. This stipend shall be paid in twenty-one equal installments.

- 4.0 Any Food Service Associate required to serve as an interim head food service associate, due to an extended leave, of more than four (4) weeks, shall be entitled to be temporarily placed on level iii for the duration of the interim position. Should the Interim Position be at a location where supervision of ten(10) or more employees is required, the Interim Head Food Service Associate shall also be eligible for the additional stipend per Article XVI, Section 3.0.

**ARTICLE XVII
PROBATIONARY PERIOD**

All bargaining unit members shall, upon initial hiring, be placed on probation for a period of ninety (90) working days. During such probationary period, the District will assess the bargaining unit member's ability to perform his/her duties and ability to adapt to the cafeteria environment. The District, at the end of the probationary period, will determine if the individual will continue to be employed by the District. If the District, in its sole and exclusive discretion, decides not to continue employing the individual, the District's decision is not subject to the grievance and arbitration procedures of this *Agreement*, nor does the bargaining unit members have any other recourse.

**ARTICLE XVIII
SENIORITY**

- 1.0 For the purposes of this Article, seniority shall be considered the length of an bargaining unit member's continuous service in the Wachusett Regional School District Food Service operation. Continuous service is defined as the most recent period of unbroken service within job classification in the Food Service operation. Authorized leaves of absence shall not be considered a break in continuous service for the purpose of establishing a seniority rating. However, during such leave, no bargaining unit members shall accrue or otherwise accumulate other benefits.

- 2.0 Loss of Seniority:

A bargaining unit member shall lose his/her seniority for the following reasons:

1. The bargaining unit member terminates employment;
2. The bargaining unit member is discharged and such discharge is not reversed through the grievance procedure set forth in the *Agreement*; and
3. The bargaining unit member is absent for two (2) consecutive work days without notifying the District. (Note: Exceptions may be made only with the consent and in the sole and exclusive discretion of the District.)

- 2.1 In cases where an bargaining unit members loses his/her seniority, the District will send

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written notification to the bargaining unit members at his/her last known address indicating such loss of seniority and where appropriate that his/her employment has been terminated. Failure to return from approved sick leave shall be treated as indicated above.

2.2 If the disposition made of a complaint or grievance arising out of such termination of employment is not settled satisfactorily to the bargaining unit member and the Association, the matter may be referred to arbitration as provided in the grievance procedure.

3.0 Reduction in Force:

The District agrees that in the event of a forced reduction in the work force, said reduction shall take place in inverse order of seniority within job classification, based upon equal skill and ability to perform the job requirements. Such skill and ability will be assessed and determined by the Superintendent or designee in his/her sole and exclusive discretion. The use and operation of such discretion shall not be subject to the grievance and arbitration procedures of this *Agreement*. In cases of identical date of hire, seniority shall be determined by a drawing by lot, e.g., flip of a coin or draw of a card and that shall determine seniority within such seniority date.


**ARTICLE XIX
Reasonable Expectation of Employment**

Provided the District intends to renew the employment of an employee covered by this contract for the successor school year, he or she will receive a letter or email from the District, before the end of the school year, notifying him or her that he or she has a reasonable expectation of employment for the upcoming school year.

IN WITNESS WHEREOF, we affix our signature this _____ day of March 2018.

Wachusett Regional School District:


Wachusett Cafeteria Association



Kenneth Mills, Chair
Wachusett Regional School District Committee
Date: 3/12/18



Michele Goodacre
President
Date: 3/15/18



Darryll McCall, Ed.D.
Superintendent of Schools
Date: 3/12/18