

AGREEMENT

BETWEEN

THE NORTHAMPTON ASSOCIATION OF SCHOOL EMPLOYEES

AFFILIATED WITH

THE MASSACHUSETTS TEACHERS ASSOCIATION

CAFETERIA WORKERS UNIT

AND

NORTHAMPTON SCHOOL COMMITTEE

212 MAIN STREET, NORTHAMPTON

MASSACHUSETTS 01060

COVERING THE PERIOD

JULY 1, 2019 THROUGH JUNE 30, 2022

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PREAMBLE

This Agreement made and entered into on July 1, 2016, between the Northampton School Committee, hereinafter referred to as “the School Committee” and the Northampton Association of School Employees on behalf of the Northampton School District Cafeteria Workers bargaining unit, hereinafter referred to as “the Association.”

ARTICLE I RECOGNITION

The School Committee voluntarily recognizes the Association as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment of all cafeteria assistants, cafeteria cooks, head cooks, and cafeteria van driver(s) employed by the Northampton School District who regularly work twenty (20) or more hours per week, excluding all cafeteria managers, the food service director, all managerial, confidential and casual employees, and all other employees of the Northampton School District.

ARTICLE II MANAGEMENT RIGHTS

- A. The Northampton School District (the “District”) will not be limited in any way in the exercise of the functions of management and retains and reserves the right to exercise, without bargaining with the Association, all the powers, authority and prerogatives of management. The rights of the District shall include, but are not limited to, the following:
1. to direct and control all the operations and services of the District and its schools;
 2. to determine the organization, location and the number of employees of the District and its schools;
 3. to hire, appoint and promote employees, including the determination of qualifications and requirements for the position or promotion;
 4. to direct, control, train and supervise and evaluate employees, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of the evaluation;
 5. to determine, interpret and change job descriptions;
 6. to institute technological changes or to revise processes, systems or equipment from time to time;

7. the determination of the standards for appearance of employees;
8. to create and change shifts, including establishment and change from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts;
9. to increase, diminish, change or discontinue operations in whole or in part;
10. to transfer employees, including without limitation the choice of which employees will be transferred, the duration of such transfer(s) and where the employees will be transferred to;
11. to assign, or reassign, duties and job tasks including the change of duties and job tasks from time to time;
12. to schedule and enforce work hours, including the setting or modification of the daily and yearly school and class schedule;
13. to assign shifts and to change shift assignments from time to time;
14. to determine which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called;
15. to grant and schedule leaves, including, but not limited to, vacation and personal leave and placing employees on sick and administrative leave;
16. to discipline, suspend, discharge or demote employees;
17. to use and employ non-bargaining unit District employees, including managerial and supervisory employees, to perform bargaining unit work;
18. to lay off employees due to lack of funds or of work, or for any other reason;
19. to relieve employees due the incapacity to perform duties or for any other reason;
20. the right to require an alcohol and drug test subject to the Supreme Judicial Court precedent regarding drug testing;
21. to make, amend, and enforce rules, regulations, operating, administrative and safety procedures from time to time as the District deems necessary;

22. to establish and enforce a dress code for employees;
 23. to change employees' work hours;
 24. to determine the care, maintenance and operation of the equipment and property used for and on behalf of the District;
 25. to determine employee classifications;
 26. to subcontract work;
 27. to alter, add to or eliminate existing methods, equipment facilities or programs;
 28. to assign work sites; including the change of work sites from time to time;
 29. to schedule and assign overtime;
 30. to determine whether goods should be leased, contracted or purchased; and the District will have the right to invoke these rights and make such changes in these items as the District in its sole discretion may deem appropriate without negotiation with the Association, except to the extent expressly abridged by a specific provision of this Agreement.
- B. During an emergency, the District will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.
- C. Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter dealing with the administration of the District, shall be final and binding and shall not be subject to the grievance provisions of this Agreement.
- D. The parties acknowledge that during the negotiations which preceded this 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 area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

**ARTICLE III
DUES CHECK-OFF**

- A. The District shall deduct regular Association dues of union members in the amount authorized by the employee, from the employee's regular paycheck for each month. The amounts deducted shall be sent to the Association office with a roster. The deduction of dues shall be in accordance with approved District procedures.
- B. The Association agrees to indemnify and save the District harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Association, who shall provide such information to the School District Business Manager as may be required by said Business Manager under General Laws, Chapter 180, Section 17A.
- C. In the event that an employee has not earned enough in a pay period to satisfy his or her dues obligation, the Association shall collect those dues directly, and the School District shall not be held responsible for collection of those dues.

**ARTICLE IV
RESERVED**

**ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURE**

- A. Definition. Any claim by the Association or member or group of members that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement; a violation of their or its right to fair treatment; a change in wages, hours, and/or working conditions; or a violation of any established policy or practice should be considered a grievance. Any matter related to an accommodation of an employee in accordance with the Americans with Disabilities Act shall not be subject to this grievance and arbitration procedure. No grievance shall be initiated or entertained by the parties concerning questions of general classification and resulting salary schedule. Inequities as a result of applying the salary and classification schedule may be grieved.
- B. Time Limits. All time limits herein shall consist of calendar days exclusive of legal holidays, Saturdays, and Sundays. The time limits indicated hereunder will be considered maximum unless extended by mutual agreement in writing. In the event a grievance is filed which cannot be resolved to the satisfaction of the Association prior to the termination of this contract using the normal time limit set out herein, the Association may submit the grievance directly to arbitration in accordance with Level Four of this procedure.

C. Procedure.

1. Pre-Grievance. A member with a potential grievance, along with an Association representative of the member's choosing, may seek out their supervisor and attempt to resolve a potential grievance verbally before the thirty (30) day time limit for filing at Level One lapses.
2. Level One. The Cafeteria Workers Unit will file Level One Grievances with the Director of Food Services. The term "supervisor" as used in this procedure means building principals, an individual member's directly responsible district level Director, or the Director of Food Services.

A member with a grievance will present it in writing to their supervisor either directly or through the Association within thirty (30) days of the grievable event(s), or when the individual or Association became aware of the grievable event(s) or when they should have been aware of the grievable event(s) that led to the complaint. The grievant shall set forth the nature of the grievance, shall specify the section of the Agreement alleged to have been violated, and what relief is sought, and it shall be signed by an Association official and/or by the individual member initiating the grievance (a group of members may have the grievance signed by a designated member). The supervisor will meet with the member and an Association representative of the member's choosing within five (5) days of receipt of the member's written grievance. The supervisor will respond with a decision in writing to the member and to the Association within five (5) days of the meeting.

3. Level Two. If the grievance is not resolved to the satisfaction of the grievant(s) or the Association within five (5) days after meeting with the supervisor at Level One, the member may present the grievance in writing to the Superintendent or their designee(s) within five (5) days of receiving the written response or following the date such decision was due if no decision was received. The Superintendent will meet with the member and an Association representative of the member's choosing within five (5) days of receipt of the member's written grievance. The Superintendent will respond with a decision in writing to the member and to the Association within five (5) days of the meeting.
4. Level Three. If the grievance is not resolved to the satisfaction of the grievant(s) or the Association, the member may present the grievance in writing to the School Committee within five (5) days after the decision of the Superintendent or their designee was presented or following the date such decision was due if no decision is received. The School Committee or its designee(s) shall hold the hearing at the

next regularly scheduled meeting of the School Committee and may render its decision in writing to the member and to the Association no later than ten (10) days following the date of such hearing. If the grievance involves an Appointing Authority matter, and has not been resolved at Level One or Two, as applicable, the Association may submit the grievance to arbitration and shall not submit the grievance to the School Committee.

5. Level Four. If the grievance is not resolved to the satisfaction of the grievant(s) or the Association after the procedures set forth above have been exhausted, the School District or the Association may, as the case may be, submit the grievance to arbitration within thirty (30) days from the date the final decision of Level Three of the grievance procedure was due. The party wishing to refer the matter to arbitration shall so notify the other party in writing stipulating the matter to be arbitrated and requesting arbitration. The arbitration shall be conducted by an arbitrator to be selected by the School District and the Association, as the case may be, if they can mutually agree upon selection within fifteen (15) days after notice has been given. If the parties are unable to select an arbitrator who is mutually acceptable, then the grievance may be submitted by either party to arbitration in accordance with the American Arbitration Association's current rules.

Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator.

The decision of the arbitrator should be limited to the specific point or points of difference submitted to them. The arbitrator shall have no power to add or subtract from, modify, or amend any provisions of this Agreement. The decision of the arbitrator shall be final and binding upon both parties and shall be specifically enforceable against either party.

The arbitrator shall not render a decision contrary to state or federal law. The arbitrator shall hold hearings promptly and, unless the time shall be extended by mutual written agreement, shall be requested to issue the decision not later than thirty (30) days from the date of the hearing or from the date of the submission of final briefs, whichever is later.

The cost of any arbitration proceedings and reasonable expenses incurred therewith shall be divided equally between the School District and the Association. Grievances may be settled without precedent at any stage of this procedure.

6. Expedited Grievance Resolution Process. After a grievance has been appealed to

Level Two, or, if the parties have agreed to initiate a grievance at Level Two, either the Superintendent or President of the Association may request in writing that a Joint Labor Management Committee be convened. Both parties must agree in writing. The committee will consist of at least two (2) individuals appointed by the Association, and at least two (2) individuals appointed by the Superintendent. The parties agree that representatives at the appropriate levels of the school department will be appointed to the committee. Experts, resource people, and others may also, at the request of either party, be asked to participate, and to provide information, but are not members of the Committee.

The Joint Labor Management Committee will discuss the grievance, will research and share relevant information, and will develop appropriate resolutions acceptable to the parties. All decisions will be made by consensus.

Any discussion between the parties pursuant to the work of the Joint Labor Management Committee will be considered confidential and will not be admissible at any subsequent level of the grievance procedure.

If a grievance that has been referred to the Joint Labor Management Committee remains unresolved after fifteen (15) days following said referral to the Joint Labor Management Committee the parties agree that they will either, a) agree to the extended timelines, or b) the Association will, within five (5) days, resubmit the grievance to the Superintendent at Level Two. Thereafter, the timelines established at Level Two of the grievance procedure will be followed.

D. General Provisions

1. The District and the Association may process grievances under the Grievance and Arbitration Procedure set forth herein. The District and the Association acknowledge the right of either party to participate in the processing of a grievance at any level.
2. The Association shall have the right to use in its presentation at any level of this Grievance and Arbitration Procedure any representative or representatives of its own choosing.
3. The District acknowledges the right of the Association to be present in the proceedings of a grievance starting at Level One.
4. An employee under this contract may present a grievance to their employer and

have such grievance heard without intervention by the Association provided that the Association is afforded the opportunity to be present at each level of the procedure and that any adjustments made shall be consistent with the terms of the Agreement then in effect between the employer and the Association.

5. No reprisals of any kind will be taken by the School Committee or Administration against any member because of their participation in the grievance process.
6. The School Committee and Administration will cooperate with the Association in its investigation of any grievance to the extent permitted by state law, and further will furnish the Association with such information from the personnel file of the aggrieved member as is necessary for the processing of any grievance. The Association will likewise cooperate with the School Committee and Administration.
7. The time limits set forth in this Article may be extended by written agreement of the parties.
8. Provided that the parties agree in writing, Level One and Level Two of the grievance procedure may be bypassed and the grievance brought directly to the next level. This does not apply to grievances that involve an Appointing Authority matter. However, in those cases, the time limits set in Level One apply.
9. All decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing, setting forth the decision and the reasons thereof and will be transmitted promptly to the grievant and the Association.
10. Failure, by the member and/or the Association representative, to move a grievance to the next level within the time limit established in this Article presumes that it has been satisfactorily resolved at the last level to which it has been properly processed.
11. In the event that representatives of the district do not answer within time limits herein provided, the grievance may be presented directly to the next level of the grievance process.
12. If, in the judgment of the Association, a grievance affects a class or group of members, the Association may submit a grievance in writing to the Superintendent directly and the processing of such grievances will be commenced at Level Two. The Association may process such a grievance through all levels of

the grievance and arbitration procedure even if the aggrieved group does not wish to do so.

13. Only the District or the Association may move the matter to arbitration.
14. When it is necessary, pursuant to Level Four of the Grievance and Arbitration Procedure, for an aggrieved member to attend a hearing held during a school day by an arbitrator they and an Association representative of the member's choosing will be released without loss of pay as necessary in order to permit participation in the foregoing activity.
15. The cost of the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School Committee and the Association.
16. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless otherwise required by law.

ARTICLE VI NO STRIKE

- A. No employee covered by this Agreement will engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or 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, and the withholding of overtime services.
- B. The Association agrees that neither the Association nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, picketing, sympathy strike or withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.
- C. The Association agrees further that should any employee or group of employees covered by this Agreement engage in any job action, the Association will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.
- D. Violation of this Article, or refusal to cross any picket line in the performance of duty,

will be a violation of this Agreement and will be just cause for disciplinary action, up to and including termination, by the District against an employee and such other action that the District may deem appropriate.

- E. The District may, in addition to the remedies under Chapter 150E of the General Laws, file an action in a court of appropriate jurisdiction to enforce this Article.

**ARTICLE VII
NON-DISCRIMINATION**

- A. The parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of sex, sexual orientation as defined by law, age as defined by law, race, color, religion, handicap, national origin, military status as defined by M.G.L. c. 151B, genetic information, or pregnancy or pregnancy-related condition.
- B. If the District accommodates an employee in accordance with the Americans With Disabilities Act (“ADA” or State law), that accommodation shall not be the subject of a grievance or arbitration.

**ARTICLE VIII
PROBATIONARY PERIOD; JUST CAUSE**

- A. Upon appointment to a bargaining unit position, an employee shall serve a probationary period of ten (10) months of service, during which the District may discipline or discharge the employee without cause or notice, and such action shall not be subject to the grievance and arbitration procedure under Article V of this Agreement.
- B. An employee who has successfully completed their probationary period will not be disciplined without just cause; provided, the imposition of a verbal or written warning/reprimand may not proceed to arbitration.

**ARTICLE IX
WORKING HOURS AND CONDITIONS**

- A. Full-time employees shall be those who are regularly scheduled to work 25 hours or more per week, exclusive of lunch. The District may hire part-time employees who are regularly scheduled to work fewer than twenty-five (25) hours per week.
- B. Whenever an employee performs more than forty (40) hours of actual work in one (1)

week, with prior written approval of the employee's immediate supervisor, they shall be compensated at one and one-half (1 1/2) times her/his regular rate of pay for all of the time worked beyond forty (40) hours.

- C. Each unit member shall be provided with five (5) uniform work shirts per year, at no cost to the member.
- D. Upon being assigned to a cafeteria worksite, a new employee will receive an orientation to their assignment including training in all electronic scanning card systems or similar technology. Additionally, the employee will be offered an opportunity to obtain "Serve Safe" certification at no cost to the employee.
- E. When a substitute opportunity is available in the elementary schools on "half days" when no lunch is served in the middle or high schools, the middle and high school employees will be offered the opportunity to substitute in the elementary school(s) prior to outside substitutes being called. The same opportunity will be extended in a reverse scheduling opportunity (i.e. no lunch in elementary schools).
- F. An employee shall receive mileage reimbursement at the mileage rate authorized by the City for any work-related travel required by the District; provided the employee submits the proper documents before the end of the fiscal year.
- G. Each cafeteria worker shall be provided with a copy of their job description upon beginning employment with the District. Cafeteria workers employed by the District at the time of execution of this Agreement will also be provided a copy of their current job description.
- H. Emergency School Closings: Whenever a school is closed because of an emergency prior to the completion of the full school day and the faculty and students are released by the Superintendent of Schools, the cafeteria worker will also be released without loss of pay.

If the opening of school is delayed by the Superintendent of Schools, or school is cancelled early due to an emergency, inclement weather, etc., employees will be paid for their regularly scheduled number of hours.

An employee who must report to work prior to the teachers in their building when the schools have an unplanned delay (i.e. snow delay) will receive an additional seventeen dollars and fifty cents (\$17.50) per hour for the hours of the delay that they work (i.e. one-or two-hour delay). This pay is in addition to their regular hourly rate of pay.

Snow Days: A cafeteria worker who is assigned to a school which is closed for what is commonly called a "Snow Day" shall not receive compensation for that day.

Employees will be paid for their regular work day for a day lost because of a natural disaster which prevents school from taking place, such as floods, hurricanes, or emergency days called by the Mayor.

- I. Unit members shall receive 1 hour minimum pay for mandatory staff meetings called by the Food Service Director that are held outside of their regularly scheduled work hours.

ARTICLE X VACANCIES, PROMOTIONS, AND SECOND POSITIONS

- A. When a bargaining unit member's position becomes vacant, or when a new position is created, and the District decides to fill the vacancy or position, the vacancy or new position shall be posted for ten (10) days. In addition, when school is in session, a copy of the posting will be posted in each kitchen and on the District's website.
- B. Coaching/Extra Curricular/Summer School Positions

- I. Coaching appointments will be made for one (1) to three (3) year periods, subject to M.G.L. c. 71, s. 47A, after which each appointment will be considered automatically reopened for application and a notice of vacancies will be posted. Such notification will be posted within ten (10) days after the season ends and applications will be received no later than four (4) weeks after the initial posting.

Assignments to extracurricular activities will be made for one (1) to three (3) year periods after which each assignment will be considered automatically reopened for application and a notice of vacancies will be posted. Such notification will be posted within ten (10) days after the activity ends and applications will be received no later than four (4) weeks after the initial posting.

Non-teaching positions that do not require licensure in summer school, evening school positions, or summer/evening positions under federal programs, will to the extent possible, be filled by giving consideration to regularly appointed employees in Units A, C, E, F, and G in the Northampton Public Schools. In filling such positions, consideration will be given to an employee's qualifications for the position, quality of performance, and attendance record with the Northampton Public Schools. Length of service shall only be a tie breaker in the event the hiring supervisor determines all other qualifications are equal.

Coaching positions that do not require licensure will to the extent possible, be filled by giving consideration to regularly appointed employees in Units A, C, E, F and G in the Northampton Public Schools. In filling such positions, consideration will be given to an employee's qualifications for the position, quality of performance, and attendance record with the Northampton Public Schools. Length of service shall only be a tie breaker in the event the hiring

supervisor determines all other qualifications are equal. When a coaching appointment is offered to a teacher, it shall be made pursuant to Article V, Section D of the Unit A Labor Agreement.

5. Non-teaching and non-licensed positions in summer recreation programs run by the school department will, to the extent possible, be filled by giving consideration to regularly appointed employees in Units A, C, E, F and G in the Northampton Public Schools. In filling such positions, consideration will be given to an employee's qualifications for the position, quality of performance, and attendance record with the Northampton Public Schools. Length of service shall only be a tie breaker in the event the hiring supervisor determines all other qualifications are equal.
6. When appointments to such positions are offered, they will be in accordance with the pay schedules and/or stipends listed in the relevant contract.

ARTICLE XI BENEFITS ELIGIBILITY

Bargaining unit members will receive benefits pro-rated according to their regularly scheduled work hours.

ARTICLE XII SENIORITY

An employee's seniority shall be terminated upon any break in service from the School District subject to Article XV.

ARTICLE XIII HOLIDAYS

- A. Bargaining unit members shall be paid for the following holidays:

Thanksgiving Day
Day Following Thanksgiving
Christmas Day
New Year's Day

Effective FY17, employees shall be paid for Memorial Day and one-half (.5) day for the day before Thanksgiving.

Effective FY18, employees shall be paid for Veterans' Day and Martin Luther King, Jr. Day.

Effective FY19, employees shall be paid for Columbus/Indigenous Peoples' Day.

Effective FY19, in school years when student instruction commences prior to Labor Day, employees shall be paid for Labor Day.

- B. Employees will only receive holiday pay if they are regularly scheduled to work on the day of the week the holiday is observed.
- C. Employees will receive pay for the above holidays for their regularly assigned number of daily hours.

**ARTICLE XIV
PAID LEAVES OF ABSENCE**

A. Sick Leave:

- 1. Sick leave will accumulate at the rate of 1.05 days per month. Sick leave is only accrued while the employee is in pay status.
- 2. It shall be the duty of the employee, in time of illness, to notify the district substitute system at least one (1) hour before the start of duty and notify the supervisor directly if there is less than one hour before the start of duty.
- 3. For absences of five (5) consecutive workdays or more, the employee must produce a physician's note upon return to work stating that the employee was unable to attend work, but is now able to return. In cases of suspected abuse or excessive use of sick leave privileges, the principal/supervisor may require that the employee furnish a medical certificate before approving payment.
- 4. The Superintendent shall notify each employee of the employee's accumulated sick leave days by letter at the beginning of the school year.
- 5. Employees who are employed by the School District for at least one (1) school year shall be allowed to use up to five (5) days per year of accumulated sick leave in the event of illness in the immediate family (as defined in paragraph B1 below).
- 6. Use of sick time days incentive: If an employee who is a member of the bargaining unit does not use any sick days during the year that employee shall receive a payment of \$100.00.
- 7. Sick Leave Bank
 - a. There shall be a Sick Leave Bank Committee. The Committee

shall consist of the Vice-Chairperson of the Northampton School Committee, the Superintendent of Schools, and the President of the Northampton Association of School Employees. In addition to the President, the Committee shall include a non-voting representative from each of the bargaining units that make up the Association. The unit representative will participate only in the meetings that review the request from their unit. The Sick Leave Bank Committee will administer the provisions of the Sick Leave Bank.

- b. The Sick Leave Bank will depend upon voluntary contributions from employees covered by this Agreement.
- c. Bargaining unit members may become a member of the Sick Leave Bank by donating two (2) days within ninety (90) working days of the date that they first reported for work, provided that they has accrued days available for this purpose. If they have not accrued days, they shall be assessed the days as soon as they are accrued. To join, the member will notify the Human Resources Department, using the approved form.
- d. After the initial donation, each year one (1) day will be added to the Sick Leave Bank by each member of the Sick Leave Bank. Any member of the Sick Leave Bank may withdraw from the Bank for a school year by giving written notice, using the approved form, to the Human Resources Department by November 1 of the school year during which they no longer desire membership.
- e. The number of days in the Sick Leave Bank cannot exceed four (4) times the number of employees in the bargaining units. If the sick leave days in the Bank exceed three-fourths (3/4) of the maximum number of days at the end of any school year, the members of the Bank will not be required to make the annual one (1) day donation at the start of the school year. If the number of sick leave days in the Bank are depleted to one-half (1/2) or less of the maximum number of days, one (1) additional day for the Bank may be assessed each member.
- f. If an employee who has not become a member of the Sick Leave Bank decides to join in a year subsequent to the year in which they could first have become a member, the member will notify the Human Resources Department by November 1, using the approved form. Their initial donation to the Bank must equal the total number of days that they would have donated through the years had they joined when first eligible. If they have not accrued days, they shall be assessed the days as soon as they are accrued.
- g. No member of the Sick Leave Bank will be denied continuation of

membership in the Bank if a long-term illness has caused exhaustion of their individual sick leave benefits, thus preventing annual required donations to the Bank.

- h. A member of the Sick Leave Bank who has exhausted their individual sick leave benefits may apply for benefits from the Sick Leave Bank. Such benefits are intended to augment an employee's sick leave benefit in cases involving catastrophic or long-term illness or accident not covered by Workers' Compensation. In assessing any application, the Sick Leave Bank Committee may request such medical documentation as it deems appropriate and shall, in addition, consider the following criteria:
 - i. Demonstrated need of the applicant
 - ii. Prior sick leave usage
 - iii. Relative needs of other applicants
 - iv. Supply of days in the Bank.
- i. The Sick Leave Bank Committee's decision on all applications and other matters within its jurisdiction shall be final and shall not be subject to the grievance/arbitration procedure contained in this Agreement. Any employee whose application is rejected or modified will, upon request, be granted a meeting with the Sick Leave Bank Committee.
- j. By June 15 and November 15 of each year, the Human Resources Department will inform the Sick Leave Bank Committee of the number of days accrued in the Sick Leave Bank.

B. Bereavement:

1. In the event of the death of a member of the immediate family, or any person who resides in the household of the employee (including a relative of the second degree), the employee shall be entitled to five (5) bereavement days. Immediate family includes: spouse, child, step-child, foster child, grandchild, parent, parent-in-law, siblings, or grandparents as defined in the Family Medical Leave Act.
2. In the case of the death of a family member of the second degree (not residing in the employee's household), the employee will be entitled without loss of pay to three (3) bereavement days. Relatives of the second degree include: aunts, uncles, nephews, nieces, cousins, and in-laws not mentioned above brothers-in-law, sisters-in-law, child-in-law, and grandparents-in-law.
3. Bereavement leave should be taken upon the death of the family member, or once

services have been scheduled. Employees wishing to take a bereavement day should make their request through the District system. Approval will be made by the employee's immediate supervisor.

4. With the consent of the Director of Food Services and providing that it will not impair/reduce the effective delivery of services, an employee scheduled to work may be granted up to four (4) hours of paid leave to attend the services of a deceased co worker. A co-worker is defined as an employee who works in the same building or employees who have worked together for three (3) or more years.
 5. Employees are entitled to the above bereavement days each school year.
- C. Personal Leave: Four (4) personal days are allowed each year. These days are not subtracted from the employee's sick leave. These days may not be taken on a day preceding or following a school vacation unless requested in writing to the Superintendent and approved in writing by the Superintendent thirty (30) days in advance. Any unused Personal Days in any calendar year will be added to an employee's sick leave days at the end of such calendar year or, in the case of an employee who dies or retires, upon death or retirement of such employee. An employee will notify the district substitute system of her/his intent to use personal time at least twenty-four (24) hours before the Personal Day is to be taken. In the case of an emergency, employees shall notify the district substitute system at least one (1) hour before the start of duty and notify the Food Services Department directly if there is less than one (1) hour before the start of duty.
- D. Jury Duty: An employee who shall be required to serve on a jury on days he or she is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his or her base wages for the first three (3) days, or a part thereof, of such juror service, at his regular straight time rate. For fourth and subsequent days of such juror service, the employee shall be paid the difference between the amount received as juror compensation, less any juror travel allowance, and the employee's base wages for a period of up to fourteen (14) days.

Any employee required to serve on any federal jury on days he or she is scheduled to work shall be paid the difference between the amount paid for juror service, less any juror travel allowance, and the employee's base rate for a period of up to fourteen (14) days.

An employee seeking compensation in accordance with this section shall notify his direct supervisor and the Business Manager or Superintendent after receipt of the notice of selection for jury duty, and shall furnish a written statement to the District showing dates of juror service, time served, and amount of juror compensation received.

- E. Religious Observances: Up to a total of three (3) days during the school year will be allowed for religious observance. These days shall be deducted from personal leave or sick leave. The employee shall notify the Superintendent's office whether they want these days deducted from personal leave or sick leave.
- F. Subpoenaed Court Leave: Employees will not suffer loss of pay, sick leave, or personal days for subpoenaed court appearances arising out of their employment. Employees subpoenaed by the Commonwealth or its subdivisions shall be reimbursed as if on jury duty.

**ARTICLE XV
LEAVES WITHOUT PAY**

- A. Definition: Upon written request, leaves of absence without pay may be granted by the Superintendent of Schools. All requests for extensions or renewals of leaves other than sick leave will be applied for in writing and, if approved, granted in writing.
- B. Parental Leave: Employees will be eligible for parental leave in accordance with the provisions of Massachusetts General Laws c. 151B, §4 and c. 149, §105D as interpreted and enforced pursuant to c. 151B §4(11A).
- C. Military Leave:
 - 1. Any employee who is a member of a reserve military force who is ordered to attend military training or to perform other military duties shall be granted a leave of absence for a period not to exceed seventeen (17) days in any fiscal year.
 - 2. The District shall pay an employee on military leave for training the difference between any pay received for such military duty and the employee's regular hours and base rate of pay for up to seventeen (17) days in any fiscal year in accordance with Section 59 of Chapter 33 of the Massachusetts General Laws.
 - 3. Employees called to active military service will be granted leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

**ARTICLE XVI
FAMILY AND MEDICAL LEAVE**

The District shall provide Family and Medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the District's FMLA Policy for eligible employees.

**ARTICLE XVII
INSURANCE PLANS**

- A. The District agrees to provide health insurance in accordance with Chapter 32B of the Massachusetts General Laws.
- B. The District shall have the right to change health care providers, plans, and/or benefits subject to bargaining with the Association.
- C. The District will offer a voluntary \$5,000 life and accidental death and dismemberment policy to bargaining unit members.
- D. The District will implement a voluntary Dental Plan.
- E. The District agrees to offer a voluntary Flexible Spending Account.
- F. In the event an employee receives compensation under the Workers' Compensation Act, the District agrees to pay the employee, if the employee so elects, the difference between the compensation they receive and their usual daily rate, such difference to be charged against their sick leave account to the extent of accumulated sick leave earned.

**ARTICLE XVIII
PAY SCHEDULE**

- A. Bargaining unit members shall be compensated in accordance with Appendix A to this Agreement, which reflect the following adjustments:

Effective July 1, 2019: 3% COLA, add a new step at 2.5% above the current highest paying step, and eliminate the hiring rate at all grades.

Effective July 1, 2020: 3% COLA, add a new step at 2.5% above the current highest paying step.

Effective July 1, 2021: 3% COLA, add a new step at 2.5% above the current highest paying step.

- B. Bargaining unit members shall be paid in accordance with the District's regular payroll cycle.
- C. When an employee is designated by the Food Service Director, (FSD), to work a higher grade, there will be a daily stipend in addition to the employee's regular pay from the first day and each subsequent day. A cook serving as a head cook will received twelve dollars (\$12) per day; a cafeteria assistant serving as a cook will receive six

dollars (\$6) per day. It is understood, however, that such an assignment will not constitute a promotion to that classification.

The District agrees to clearly identify in writing those employees who have been designated to work in a higher classification within a reasonable time after the designation is made.

- D. Any employee who works a special event outside normal working hours will be paid at time and one-half (1 1/2) their base hourly rate.
- E. Each full-time member of the bargaining unit shall receive longevity compensation in the following amounts, which shall be added to the employee's pay once a year and once each year thereafter:
 - 1. Upon completion of ten (10) (and up to fifteen (15)) full academic years (i.e., full work year) of continuous service in a bargaining unit position, two hundred fifty dollars (\$250.00) per year.
 - 2. Upon completion of fifteen (15) (and up to twenty (20)) full academic years of continuous service in a bargaining unit position, four hundred fifty dollars (\$450.00) per year.
 - 3. Upon completion of twenty (20) (and up to twenty-five (25)) full academic years of continuous service in a bargaining unit position, six hundred fifty dollars (\$650.00) per year.
 - 4. Upon completion of twenty-five (25) full academic years of continuous service in a bargaining unit position, eight hundred fifty dollars (\$850.00) per year.
- F. All employees are required to have their paychecks directly deposited to a banking institution of their choosing.
- G. The District agrees to pay each member of the bargaining unit an annual payment of one hundred fifty dollars (\$150.00) for the purchase of work clothes. Every effort will be made to pay the clothing allowance prior to October 1st.
- H. All 10 month employees who have worked for the District for over three (3) years will have the option to be paid over 10 months or 12 months. This will take effect in year 2 of the CBA (2020-2021).

ARTICLE XIX RETIREMENT

- A. Upon retirement and after fifteen (15) years of service to the District, an employee shall

receive payment at their current salary rate for thirty-three and one third percent (33.3%) of all unused accumulated sick leave to a maximum of \$5,500.

- B. The member must advise the Superintendent of the employee's intention to retire at least thirty (30) days prior to retirement. This requirement may be waived by the Superintendent. If it is not, an appeal may be made to the School Committee.
- C. An employee who provides at least one (1) year advanced notice of retirement and retires (application with Retirement Board must be submitted) shall receive upon retirement, a lump sum payment of \$550.00. If the notice is given at least six (6) months in advance, the employee shall receive \$300.00. No payment shall be made for any notification less than six months prior to retirement.
- D. In the case of the death of a bargaining unit member, their estate shall receive the amount of money equal to 33 1/3% of the employee's accrued sick leave of all unused accumulated sick leave to be paid at their salary rate at time of death to a maximum of \$5,500.

ARTICLE XX REDUCTION IN FORCE

In the event it becomes necessary to reduce the number of positions in the bargaining unit, the Committee agrees to give affected employees at least thirty (30) days' notice and the reduction-in force will be conducted by classification and then seniority in accordance with the following procedures:

- A. In the event of a layoff, the School District shall, in its sole discretion, determine from which classification employees shall be laid off. Within each classification, the layoffs shall be by seniority.
- B. An employee who has been advised that they will be laid off may replace an employee with the least seniority anywhere within the bargaining unit, provided the employee has the ability and qualifications to perform the job of the employee being replaced. Alternatively, the employee may apply for any vacant position for which they are qualified, as determined by the District.
- C. A member who is separated will be placed on a recall list for a period of twelve months from the date of termination. Recall will be in the inverse order of separation. All benefits to which a member was entitled at the time of lay-off shall be restored in full upon re employment within the recall period.
- D. In cases involving employees who have identical seniority, preference for retention or

recall shall be given to those employees who have achieved the highest level of training and performance, as determined by the District.

- E. A member whose position is eliminated as a result of a reduction in force and is reinstated within two (2) years shall have restored all sick hours that were accrued at the time of their termination.

**ARTICLE XXI
BULLETIN BOARD**

The Association may be permitted to post notices regarding Association business of a non controversial nature on a designated bulletin board within the District, provided the notice is first submitted to and approved by the Superintendent. There shall be no other distribution or posting by employees or the Association of notice, pamphlets, advertising, political matter, or any kind of literature without prior approval by the Superintendent.

**ARTICLE XXII
SAVINGS CLAUSE**

If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement will not be affected and will remain in full force and effect.

**ARTICLE XXIII
STABILITY OF AGREEMENT**

- A. No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.
- B. The failure of the District or the Association to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the District or the Association to future performance of any such terms or conditions, and the obligations of the District and the Association to such future performance will continue in full force and effect.

**ARTICLE XXIV
DURATION**


This Agreement will be effective from July 1, 2019, except as otherwise provided for, and will remain in full force and effect until June 30, 2022, and thereafter from year to year, unless terminated by notice in writing given by either party to the other, not less than sixty (60) days prior to the expiration date set forth above or any subsequent year in which this Agreement shall remain in effect.

THIS AGREEMENT has been duly executed by the authorized representatives of the Northampton School Committee and the Northampton Association of School Employees:

SCHOOL COMMITTEE OF NORTHAMPTON

By  6/19/20
Mayor David Narkewicz, Chairperson

NORTHAMPTON ASSOCIATION OF SCHOOL
EMPLOYEES, AFFILIATED WITH THE
MASSACHUSETTS TEACHERS ASSOCIATION

By  6/11/20
Sadie Cora, President

Appendix A—Food Service Workers CBA 2019-2022

COLA			3%	3%	3%
Grade 3	FY19		FY20	FY21	FY22
Hiring Rate	11.64				
Step 1	12.06				
Step 2	12.48		12.75		
Step 3	12.91		13.30	13.50	
Step 4	13.37		13.77	14.18	14.25
Step 5	13.83		14.24	14.67	15.11
Step 6	14.32		14.75	15.19	15.65
Step 7	14.82		15.26	15.72	16.19
Step 8	15.34		15.80	16.27	16.76
Step 9	1.025		16.20	16.68	17.18
Step 10	1.025	+		17.18	17.52
Step 11	1.025	+			18.06

Grade 4					
Hiring Rate	12.45				
Step 1	12.90				
Step 2	13.35		13.75	14.16	14.25
Step 3	13.82		14.23	14.66	15.10
Step 4	14.30		14.73	15.17	15.63
Step 5	14.80		15.24	15.70	16.17
Step 6	15.32		15.78	16.25	16.74
Step 7	15.86		16.34	16.83	17.33
Step 8	16.41		16.90	17.41	17.93
Step 9	1.025		17.32	17.84	18.38
Step 10	1.025	+		18.38	18.75
Step 11	1.025	+			19.31

Grade 5					
Hiring Rate	15.33				
Step 1	15.88		16.36	16.85	17.35
Step 2	16.43		16.92	17.43	17.95
Step 3	17.01		17.52	18.05	18.59
Step 4	17.61		18.14	18.68	19.24
Step 5	18.22		18.77	19.33	19.91
Step 6	18.86		19.43	20.01	20.61
Step 7	19.52		20.11	20.71	21.33
Step 8	20.20		20.81	21.43	22.07
Step 9	1.025		21.33	21.97	22.62
Step 10	1.025	+		22.63	23.08
Step 11	1.025	+			23.76

Step to be eliminated and minimum wage rate for FY20, FY21, FY22