

AGREEMENT BETWEEN

ADAMS-CESHIRE REGIONAL SCHOOL COMMITTEE

AND

ADAMS-CESHIRE REGIONAL CAFETERIA WORKERS
ASSOCIATION

JULY 1, 2017 THROUGH
JUNE 30, 2020

ADAMS-CESHIRE REGIONAL SCHOOL COMMITTEE
and
ADAMS-CESHIRE REGIONAL CAFETERIA WORKERS ASSOCIATION
2017-2020

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AGREEMENT

AGREEMENT made as of this 1st day of July, 2017, by and between the ADAMS-CHESHIRE REGIONAL SCHOOL COMMITTEE (hereinafter referred to as "Committee") and ADAMS-CHESHIRE REGIONAL CAFETERIA WORKERS ASSOCIATION (hereinafter referred to as "Union").

WITNESSETH:

In consideration of the mutual covenants and promises hereinafter contained, the parties hereto do agree as follows:

ARTICLE 1 - RECOGNITION AND JURISDICTION

The Committee, to the extent herein set forth, recognizes the Union as the exclusive bargaining representative for the purpose of establishing salaries, wages, hours and other conditions of employment as are herein set forth for all cafeteria employees of the Adams-Cheshire Regional School District except students and substitute, temporary, seasonal and casual employees.

ARTICLE 2 - INTENT OF PARTIES

It is the intent and purpose of the parties hereto by entering into this agreement to promote and improve both harmonious working conditions and economic relations between the Committee and the cafeteria employees, to bargain for, and thereby establish rates of pay, hours of work, and other terms and conditions of employment to be observed between the parties, to provide methods for fair and reasonable adjustments of all disputes relating to this agreement that may arise between the parties and to insure uninterrupted operation of the cafeteria and the Adams-Cheshire Regional School District schools.

ARTICLE 3 - COMMITTEE PREROGATIVES

Each of the parties hereto acknowledges and agrees that during the negotiations which resulted in 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 between the parties hereto, 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 Union, 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 this agreement, or with respect to any subject or matter not referred to specifically or not covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this agreement. Further, the Union agrees that the Committee has complete authority over the policies and administration of the Adams-Cheshire Regional School System, which it exercises under the provisions of law and in fulfilling its responsibilities under this agreement. It further agrees that said Committee will continue to retain, whether exercised or not, the responsibility and prerogative to direct the operation of the said school system in all aspects, which sole and exclusive right shall include but not be limited to

the-right to: (a) decide the method of performing its work, (b) formulate, modify and alter work and work assignments, (c) establish rules for the conduct of its business in order to maintain order, efficiency and safety, (d) hire, layoff, assign, transfer and promote employees, (e) determine each employee's starting and quitting time, the number of hours to be worked, the number and length of shifts to be worked and duties to be performed, and (f) determine the number and length of breaks and assignment of lunch period subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this agreement. The action of the Committee with respect to such retained rights, responsibilities and prerogatives shall not be subject to any grievance or arbitration proceeding.

ARTICLE 4 - AMENDMENT AND ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of 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.

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.

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.

ARTICLE 5 - DISCIPLINE, DISCHARGE, SUSPENSION AND DEMOTION

The Committee shall have the right to discipline, discharge, suspend and demote employees for just cause and the Superintendent and his designee shall have the right to discipline, suspend and demote employees for just cause. In the case of such discipline, discharge, suspension or demotion, the employee and the Union shall be informed promptly of the reason for such action. If the employee or the Union feels that the action is not justified, it shall so advise the Committee in writing within 30 calendar days, whereupon the discipline, discharge, suspension or demotion shall be discussed with the employee or the Union, to the end that agreement be reached. Such writing shall set forth in complete detail all facts upon which the employee or the Union premises its conclusion that such action was unjust and no other facts may be relied upon by the employee or the Union during the aforementioned discussion or at any subsequent proceeding pertaining to such discipline, discharge, suspension or demotion.

If the aforementioned discussion between the employee or Union representative and the designated representative of the Committee does not resolve the dispute, the Union may, within ten days after the termination of such discussion, submit same to arbitration, subject to the provisions of Article 16 hereof; provided, however, that the arbitrator shall consider and decide only the issue of the existence or non-existence of "just cause," which issue is not to be deemed to embrace the severity of the discipline, discharge, suspension or demotion in the light of the offending acts or omissions of the employee.

If after arbitration a determination is made that the employee involved has been disciplined, discharged, suspended or demoted without just cause, the Committee shall reinstate such

employee, and if any loss of time has been incurred by reason of such discipline, discharge, suspension or demotion, he shall be compensated for such loss at his regular rate of pay for such lost time.

ARTICLE 6 - HOURS OF EMPLOYMENT

6.1 The "work year" of each employee will commence not more than 7 business days prior to the start of the first day of classes and expire at midnight on June 30 provided that said "work year" shall not exceed 190 or be fewer than 180 "work days" and shall not include those days celebrated within the Commonwealth of Massachusetts as Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas, New Year's Day, Martin Luther King Day, Washington's Birthday, Good Friday, Patriots' Day and Memorial Day, Saturday and Sunday.

Notwithstanding the foregoing, in the event classes are held on Good Friday, Good Friday shall be considered a work day.

Not later than end of each school year the Superintendent shall notify the employees of the first day of the work year and the start of classes for the next year. One or more employees may be required to work one or more days (not necessarily consecutive) within the two weeks prior to the start of classes, to perform regular duties and to attend orientation meetings and other administrative functions. The employees will be provided reasonable advance notice of the day or days they may be required to work prior to the start of classes.

6.2 A "work week" is that period of time between 6 a.m. on Monday through 3 p.m. on the following Friday.

6.3 A "basic work day" for cook/managers and cooks shall generally not exceed eight hours within any given "work day" and is anticipated to be approximately seven and one-half hours per day. A "basic work day" for cook helpers shall generally consist of not more than six hours within any given "work day." A "basic work day" for kitchen helpers shall consist of not more than three hours, 59 minutes within any given "work day."

6.4 An employee shall work only at such times as the Food Service Director determines such employee services are to be utilized. However, at the end of a school year if the Hoosac Valley High/Middle School cafeteria is closed for serving meals prior to the 180th day of the anticipated work year, the Food Service Director may but need not assign one or more cook helpers from the Hoosac Valley High/Middle School to one or more of the other District schools. A cook helper so assigned may, but need not, accept such assignment provided that a cook helper offered such assignment who does not want such assignment must promptly decline the same.

6.5 Each employee whose work day exceeds four hours per day shall have a paid lunch period of 30 minutes per day as from time to time scheduled by the principal or the employee's immediate supervisor. In the event services are performed during the lunch period, the employee shall be given compensatory lunch time on the same day.

6.6 Employees whose work day does not exceed four hours per day shall not have a lunch period.

ARTICLE 7 - WAGES

7.1 Personnel shall be divided into four basic categories -cook/manager, cook, cook helper and kitchen helper. The Superintendent of Schools shall designate each employee as either a cook/manager, cook, cook helper or kitchen helper and such designation shall not be changed except upon recommendation of the Superintendent of Schools, which change shall not be arbitrary or capricious. Any change in designation made by the Superintendent of Schools shall, if not arbitrary or capricious, be binding upon both of the parties hereto.

7.2 The wage rate for each category of employees is set forth on the wage schedule attached hereto and made a part of this agreement (Exhibit A).

7.3 Committee may pay whatever hourly rate it deems advisable to student, substitute, temporary, seasonal or casual employees.

7.4.1 If an employee is absent, the Superintendent or his designee will try to secure a substitute employee for such number of hours per day as the Superintendent or his designee deems appropriate. A unit member who substitutes and performs all of the duties of the absent employee for a full "basic work day" shall be paid for such services at the absent employee's hourly rate of pay or the employee's own hourly rate of pay, whichever be the higher.

7.4.2 The Superintendent or his designee shall continue the current practice with regard to the selection of a person to substitute for an absent employee. In the event of a dispute as to the practice or to the selection of one or more persons to substitute, the parties shall meet to negotiate a provision acceptable to both parties. Pending final agreement on such a provision, the Superintendent or his designee's interpretation as to the practice and selection of a person(s) to substitute shall be final and binding on all parties.

7.5 Employees shall, upon request of the Superintendent or his designee, work in excess of their respective "work week" and "basic work day." Wages at one and one-half times the hourly rate set forth on Exhibit A shall be paid for (a) hours worked during a day in excess of eight hours; (b) hours worked within a "work week" in excess of 40 hours; (c) hours worked on Sunday; (d) hours worked on a holiday on which no classes are held; (e) hours worked on a Saturday on which no classes are held; (f) hours worked by an employee on recall where the time worked on recall is not consecutive with the time such employee previously worked that day; (g) special events as may be approved by the Superintendent or his/her designee; current examples of special events are the National Honor Society Dinner and the Art Hathaway Dinner; the approval or denial of a special event shall be final and binding upon all parties and shall not be subject to grievance or arbitration; the approval or past occurrence of a special event (including the National Honor Society Dinner and the Art Hathaway Dinner) shall not thereafter bind the Superintendent to approve the same or similar special event.

The Food Service Director shall assign overtime to such employees as the Food Service Director in his sole discretion deems appropriate except that the Cook/Manager of the School involved shall be given preference in assignment of overtime.

7.6 Employees shall be paid bi-weekly. Amounts payable by an employee pursuant to Article 14 "Insurance and Benefit Plan" and Article 27 "Dental Insurance" for a particular fiscal year shall be deducted from such employee's bi-weekly pay in substantially equal amounts over such employee's work year, provided always nothing therein shall relieve an employee from paying the District the amount required under the said Article 14 and Article 27.

7.7 If a school is closed because of an unscheduled event, such as for weather conditions, employees for the school closed shall not report to work unless instructed to do so. It is incumbent upon employees to listen to the local radio station on days upon which a school is likely to close because of weather conditions. An employee who because the employee's work schedule requires such employee to be at work at 6:00 a.m. and if there has been no prior radio announcement that school is closed and if the employee does in fact report to work, such employee shall perform such duties as requested by the employee's supervisor, provided always that if school is subsequently closed and such employee is sent home before the end of the employee's work day, such employee shall be paid for three (3) hours or for such longer time as the employee has actually worked. An employee whose work schedule requires such employee to be at work after 6:00 a.m. and if there has been no prior radio announcement that school is closed and if the employee does in fact report to work, such employee shall perform such duties as requested by the employee's supervisor provided always if school is subsequently closed and such employee is sent home before the end of the employee's work day, such employee shall be paid for three (3) hours or for such longer time as the employee has actually worked. In the event a snow day is rescheduled as a half day, all cafeteria employees who work 6 or more hours will be paid for a full day.

ARTICLE 8 - VACANCIES AND PROMOTIONS

8.1 Whenever any vacancy in any position covered by this agreement occurs during the school year (September through June), it will be adequately publicized by the Superintendent by means of a notice placed on the school bulletin board in every school. During the months of July and August, written notice of any such vacancy will be given to the Association. No posting is required for any position (except Cook/Manager and Cook) in the summer program.

8.2 All qualified employees and other qualified persons (including substitutes) may make application for such positions, and the Committee agrees to give due weight to the background and attainments of all applicants, the length of time each has been employed by Committee, and other relevant factors. When all other factors are in the opinion of the Committee (which opinion shall be final and binding upon all parties) substantially equal, preference in filling such vacancies will be given to qualified employees then employed by the Committee based on seniority.

8.3 The Committee shall not permanently fill such position until five calendar days after the date the position was posted, provided always that the Committee may, in the case of an emergency, make a temporary appointment.

ARTICLE 9 - SICK LEAVE

9.1 Manager, cook or cook helper employee will be credited with 15 days of sick leave during each work year, provided that the said employee shall have reported for duty on the first official day of said work year. Said sick leave without loss of pay shall be accumulated from year to year up to a maximum accumulation of 120 days for employees with 15 or less years of service and to a maximum accumulation of 135 days for employees with more than 15 years of employment. A cook/manager, cook or cook helper employee formerly employed by either the Adams or the Cheshire school system on the effective date of this agreement will be credited with the sick leave he would have been entitled to had this provision been in effect from the time of his original hiring, provided that such accumulation does not exceed the aforementioned maximum. Sick leave may be used for the purposes of illness only, . In the event a cook/manager, cook or cook helper employee is absent for in excess of four (4) or more days whether consecutive working days or workdays interrupted by a holiday, weekend or school vacation in connection with an illness or injury, or absent in excess of eight (8) cumulative working days during any school year, the Principal or the Superintendent, may require a certificate from a licensed health care provider, at the employee's expense, substantiating the illness or injury for any absence for which an employee seeks to use his or her accumulated sick leave.

9.2 Employees who work 6 hours or more who use not more than three (3) sick leave days per school year will receive a payment of \$110.00 ("Wellness Payment"). The Wellness Payment will be paid within 30 days of the last day of school and will be subject to applicable withholdings. The Wellness Payment may be paid together with or separate from any other payment made to the Employee.

9.2 Each kitchen helper will be credited in each work year that the employee is employed the entire work year with two such leave days in the first three years of such employment and three days of sick leave days in work years four and thereafter. There shall be no accumulation of sick leave. Sick leave may be used for the purpose of illness only. The District will pay a kitchen helper the sum of the employee's regular hourly rate multiplied by three hours, 59 minutes for each sick day the kitchen helper has not used during that school year. The payment shall be paid within 30 days of the end of the school year and may be paid separately or with any regular pay due the employee, said payment shall be subject to withholdings.

ARTICLE 10 - INJURY IN THE COURSE OF EMPLOYMENT

So long as a cook/manager, cook or cook helper employee is receiving benefits weekly under the provisions of Sections 34, 35 or 35A of Chapter 152 of the General Laws of the Commonwealth of Massachusetts (the Workmen's Compensation Act), such employee may use, on a pro rata basis, his accumulated sick leave; provided, however, that the compensation resulting therefrom shall not, when combined with payments being received under the aforesaid Chapter 152, result in weekly compensation exceeding 90% of the average weekly wage of such employee as determined for purposes of the aforesaid Chapter 152. Notwithstanding the foregoing, the maximum amount payable by the Committee hereunder (exclusive of benefits payable under

Chapter 152) is an amount equal to the number of such employee's accumulated sick leave hours multiplied by such employee's daily rate of pay at the time of injury.

Each day of absence from work for which an employee receives compensation under this article shall not be deemed for purposes of Article 9 an hour absent because of illness and employees shall be compensated under the provisions of this article rather than under any other provisions set forth in this agreement. However, the accumulated sick leave days under Article 9 available to an employee shall be reduced by an amount equal to the total sum paid to the employee under this article (exclusive of benefits payable under Section 34, 35 and 35A of Chapter 152) divided by the employee's daily rate of pay.

ARTICLE 11 - SEVERANCE PAY

After a cook/manager, cook or cook helper has been in the employ of the Adams-Cheshire Regional School District for a period of 20 years or more and has attained the age of 52 years, he shall be paid upon retirement a sum determined by multiplying one-half the accumulated days of "sick leave" by the employee's daily rate of pay at the time of said retirement. A cook/manager, cook or cook helper formerly employed by either Adams or Cheshire School Systems immediately prior to the effective date of the establishment of the Adams-Cheshire Regional School District will be credited with the years of employment he would have been entitled to had this provision been in effect from the date of his original hiring.

ARTICLE 12 - TRANSPORTATION

It is recognized that employees may use their own motor vehicles in the conduct of the business of the District. District agrees that it shall reimburse employees for such use as is authorized by the District at the standard mileage rate mentioned in Section 3 of Rev. Proc. 88-52 for the first 15,000 miles of use provided always that in the event the mileage rate is revised, the revised rate shall be paid for mileage traveled after the date the revised rate is effective for federal income tax purposes. Notwithstanding the foregoing, District shall be obligated to reimburse employee only if employee submits a written claim for such reimbursement on such forms and within such time as District may from time to time establish.

ARTICLE 13 - TEMPORARY LEAVES OF ABSENCE

13.1 The Superintendent may but need not grant to cook/managers, cooks or cook helpers temporary leaves of absence without loss of pay for the following reasons and upon the terms and conditions herein set forth:

(a) For the purposes of visiting other schools or attending meetings or conferences, the subject matter of which pertains to the employee's work activities within the school district, provided request therefor is made to the Superintendent of Schools and then only for a period not in excess of one day during any work year.

13.2 A cook/manager, cook or cook helper shall be granted a temporary leave of absence without loss of pay for the following reasons and upon the terms and conditions herein set forth:

(a) In the event of the death of the husband or wife or child of the employee, for a period not in excess of seven consecutive calendar days, and in the event of the death of father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, guardian, grandfather, grandmother, uncle, aunt, brother-in-law, sister-in-law, niece, nephew and grandchildren, for a period not in excess of five consecutive calendar days. The beginning of such leave is to commence with the date of death. Provided the request for a different bereavement leave is promptly made, the Superintendent may permit the leave to be used at a different time, and not consecutively, in the Superintendent's sole discretion, which will not be unreasonably withheld or delayed.

(b) For purposes of religious observance if the religious convictions of the employee prohibit him from working on said day and then only for three days during any work year.

13.3 The Superintendent or his designee may but need not grant to employees temporary leaves of absence of up to 30 days with loss of pay upon such terms and conditions as Superintendent or his designee shall establish for the particular employee.

13.4 The School Committee may but need not grant to employees temporary leaves of absence with loss of pay upon such terms and conditions as School Committee shall establish for the particular employee.

13.5 A cook/manager, cook and cook helper shall be entitled to two days of paid leave per work year and kitchen helpers one day of paid leave in each work year immediately following a work year in which the employee worked the entire work year. Such paid leave may be taken only upon three days' written notice in advance to the Food Service Director and may not be taken during the end of the year clean up, or on the last work day preceding a holiday or vacation or on the first work day following a holiday or vacation except when granted by the Food Service Director for hardship reasons. Leave which is not taken during the work year shall be paid at the end of the work year.

13.6 Each kitchen helper shall be granted a temporary leave of absence without loss of pay in the event of the death of the husband or wife or child of the employee, father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, guardian, grandfather, grandmother, uncle, aunt, brother-in-law, sister-in-law, niece, nephew and grandchildren, for a period not in excess of three consecutive calendar days. In addition, each kitchen helper may utilize sick leave days available to the employee for the given year. The beginning of such leave is to commence with the date of death. Provided the request for a different bereavement leave is promptly made, the Superintendent may permit the leave to be used at a different time, and not consecutively, in the Superintendent's sole discretion, which will not be unreasonably withheld or delayed.

ARTICLE 14 - INSURANCE AND BENEFIT PLAN

14.1.1. On the effective date of this agreement the District will pay ninety per cent (90%) of the cost for a \$10,000 group term insurance plan insuring the life of an employee. Employees may elect to increase their group term insurance to the maximum permitted by law at no expense to the District.

14.1.2. An Employee may enroll in any HMO, PPO or POS plan with such benefits and through such organizations as the District shall from time to time select. The District shall pay toward the premium cost for the plan in which a teacher enrolls the amount equal to seventy-five percent (75%) of the premium cost for the HMO plan or any deductible plan selected by the District. Notwithstanding the foregoing, the District shall not pay less than fifty percent (50%) toward the actual premium cost for the plan in which a teacher is enrolled.

The District shall pay toward the premium cost for POS and PPO plans and any other health plans not identified herein offered by the District and in which the Employee is enrolled the amount equal to sixty percent (60%) of the premium.

14.2. The District shall annually prior to the commencement of each fiscal year, prior to or commensurate with the annual open enrollment period, give written notice of the plans offered by the District, cost for each plan, the percentage the District will pay for each plan and the amount an employee will have to pay for each plan.

14.3. An employee may have health insurance or other health coverage through only one of the plans offered by the District.

14.4. Each employee shall from time to time as requested by the District provide the District with a statement of such employee's health and surgical insurance from all sources and provide such identifying information about the same as the District shall request.

14.5 The District may implement health insurance benefit changes pursuant to M.G.L. c. 32B, §§21-23.

14.6. A Cafeteria Plan under the Internal Revenue Code Section 125 will be offered to eligible employees commencing in the 2004-2005 work year at no administrative or other cost to the District.

ARTICLE 15 - CONTRACTING OF WORK

No provision hereinbefore or hereinafter set forth shall preclude the Committee from having work of cafeteria nature done in whole or in part by employees who are not members of this unit or by persons who are not employees of this District even though the same may result in discharge of one, more or all employees within the unit or diminution of wages of one, more or all employees within the unit.

ARTICLE 16 - GRIEVANCE AND ARBITRATION

16.1 A "grievance" is a claim based upon an event or condition, except such as pertain to wages, which involves the interpretation, meaning or application of this agreement or any amendment or supplement thereto.

Level One. An employee with a grievance will present it to the Director of Food Service.

Level Two. If the grievance is not resolved at Level One within seven calendar days after the submission at such level, the employee, through his Union steward, may then present the grievance in writing to the School Principal within an additional seven calendar days.

Level Three. If the grievance is not resolved at Level Two within seven calendar days after the submission at such level, the employee, through his Union steward, may then present the grievance in writing to the Superintendent of Schools within an additional seven calendar days.

Level Four. If the grievance is not resolved at Level Three within seven calendar days after submission at such level, the employee, through his Union steward, may then present the grievance in writing to the School Committee within an additional seven calendar days.

16.2 An employee may present a grievance to his employer and have such grievance heard without intervention by the exclusive representative of the employee organization representing said employee, provided that the exclusive representative is afforded the opportunity to be present at such conferences and that any adjustment made shall not be inconsistent with the terms of an agreement then in effect between the employer and the exclusive representative.

16.3 All decisions rendered at Levels One, Two, Three and Four of the Grievance Procedure shall be in writing, setting forth the decision and will be transmitted promptly to the employee and the Union. A decision at Levels One, Two and Three shall be final unless within seven calendar days of delivery of said decision, the grievance is presented in writing at the next level. A decision shall be final at Level Four unless within 20 calendar days of delivery of said decision to the grievant, the grievance is presented to the American Arbitration Association for arbitration.

16.4 All time limits herein shall consist of calendar days exclusive of legal holidays, Saturdays and Sundays. The time limit indicated hereunder will be considered maxima unless extended by mutual agreement in writing.

16.5 The following general provisions shall pertain to arbitration:

(a) Parties shall be bound by the rules and procedures of the American Arbitration Association including the selection of an arbitrator unless contrary to express provisions herein set forth.

(b) The grievant shall have the right to use in the arbitration proceedings any representative or representatives of his or her own choosing.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and usual and necessary travel and subsistence expenses, shall be borne equally by the District and the grievant.

(d) The arbitrator will confer with representatives of the District and the Association and shall hold hearings and issue his decision as soon as possible. The arbitrator's decision will be in writing and will set forth his 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 District as set forth in this agreement or other pertinent provision of law.

(e) Notwithstanding any provision hereinabove set forth, an arbitrator's decision that a given issue is arbitrable under the terms of this agreement shall not be binding upon the parties hereto.

(f) The arbitration hearing will be held in the Town of Adams, Massachusetts, unless both parties agree to another designated place.

16.6 (a) The School Committee and the administration will cooperate with the Association in the investigation of any grievance by making available to the Association all recorded information in the possession of the District which is within the public domain, to the extent so requested by the Association.

(b) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

(c) The submission of any grievance to arbitration shall constitute a waiver of any right or rights the employee and Association may have with respect to the matter submitted to said arbitration under other provision of law including but not limited to arbitration under Chapter 71 of the General Laws of the Commonwealth of Massachusetts and the employee and Association shall be precluded from pursuing any other remedy. The submission of any grievable matter to any court or administrative body or to arbitration under Chapter 71 of the General Laws of the Commonwealth of Massachusetts shall constitute a waiver of any and all rights to arbitrate anything pertaining to such matters under this Article 16.

(d) No reprisals shall be taken by the District or the school administration against any employee participating in the presentation of a grievance in accordance with the provisions of this agreement because of such participation.

(e) If grievance affects a group or class of employees and does not come within the purview of paragraph 16.6(c) of this article, the Association as well as the employee may within 30 days immediately after the first occurrence of those acts or omissions upon which the grievance is premised submit such a grievance in writing to the Superintendent, whereupon such grievance shall be further processed at Level Three.

(f) The President of the Association or his 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 work day of the said President or his designee, he shall be released from his regular duties for such purpose without loss of pay or other benefits.

(g) 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 other than the grievant shall be excused from his or her regular duties without loss of pay or other benefits for purposes of so testifying.

ARTICLE 17 - MISCELLANEOUS

17.1 The Committee agrees that employees covered hereunder shall be supplied with a printed copy of this agreement.

17.2 The Association agrees that no employee employed by the Committee shall, during the course of his employment by the Committee, participate in any strike, slow-down, walkout, sit-in or similar activity disruptive of the conduct of the affairs of the Committee.

17.3 The determination of the Superintendent that an employee's employment is as a substitute, or probationary, temporary, seasonal or casual shall be final and binding upon all parties and shall not be subject to grievance or arbitration.

17.4 Each employee shall be notified by the administration in writing of his/her tentative assignment for the next ensuing work year, which shall include the schools to which such employee may be assigned, by that June 30 which immediately precedes the commencement of the next ensuing work year.

ARTICLE 18 - UNION REPRESENTATIVES

Union shall deliver to the Superintendent of Schools a written list of union representatives, all of whom shall be employees of Committee and within the bargaining group, immediately after their designation and the Union shall notify the Committee of any changes.

ARTICLE 19 - DUES CHECKOFF

The Committee agrees that upon the receipt of written authorization in the form attached hereto, the Committee will deduct union dues monthly in the amount specified in such authorization, and transmit same to the Adams-Cheshire Regional Cafeteria Workers Association provided the amount to be deducted is the same for all employees. Such authorization shall be revocable on 60 days written notice to the District Treasurer or upon the termination of this contract by written notice of the District to the Union.

CHECK-OFF AUTHORIZATION

The undersigned hereby authorizes and requests the Adams-Cheshire Regional School District to deduct from his/her wages the sum of \$ _____, representing his/her union dues, and to pay over said sums so deducted periodically to the Adams-Cheshire Regional Cafeteria Workers Association. The Union Dues will be deducted in 26 equal payments.

I understand that the District will discontinue such deductions only 60 days after written notice to the District's Treasurer or upon termination of the collective bargaining agreement by written notice of the District to the Union. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the District and all its officers and employees from any liability therefor.

Date _____

Employee's Signature

ARTICLE 20 - REQUIRED TRAINING

All cafeteria employees are required to participate in annual training. Managers must participate for 10 hours, Cooks and Cook's Helper for 6 hours, and Kitchen Helpers 4 hours. Employees will return to work to complete their work day if possible. If an employee cannot return to work in time to complete a normal shift, the employee will be paid for their usual shift.

ARTICLE 21 - HOLIDAYS

Manager, cook or cook helper shall be paid "holiday pay," subject to those provisions hereinbefore and hereinafter set forth, for the following holidays:

- New Year's Day
- Thanksgiving Day
- Christmas Day
- Martin Luther King Day

Should any holiday fall on an employee's normal day off, the nearest scheduled working day will be considered to be the holiday unless on such day school is in session in which event such other day within the fiscal year as is agreed upon between the employee and Superintendent or the employee's immediate supervisor will be considered to be the holiday.

All employees shall, subject to the provisions hereinafter set forth or hereinbefore set forth, receive as holiday pay a sum equal to the amount received for her regular work day at straight time pay. Such pay shall be in addition to all other compensation due to the employee for hours actually worked on any such holiday.

An employee shall not be entitled to holiday pay if the employee has not worked her entire regularly scheduled work day prior to and subsequent to the holiday, unless such absence was excused under the terms of this agreement.

ARTICLE 22 - SMALL NECESSITIES LEAVE

Any leave taken under this collective bargaining agreement shall not be in addition to Small Necessities Leave taken or available to be taken under the provisions of M.G.L. c. 149, § 52D.

ARTICLE 23 – CORI-CHRI

23.1 The following applies to Criminal Offender Record Information ("CORI") checks pursuant to chapter 385 of the Acts of 2002, as from time to time amended.

23.1.1. CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause or required by law.

23.1.2. A copy of a CORI report will be available to the employee upon request.

23.1.3. An employee may notify the Superintendent that he/she intends to challenge the results of the CORI check.

23.1.4. All CORI reports will be maintained in the Superintendent's office in separate confidential files.

23.1.5. The Superintendent or other administrator in his/her central office as designated by the Superintendent will be the only persons authorized to request CORI checks.

23.1.6. Failure of a employee after written request to sign and return to the Superintendent's office within 21 calendar days such forms as are necessary or advisable to comply with the CORI shall be deemed to be and will constitute just cause for dismissal from the employ of the District under this collective bargaining agreement and Massachusetts General Laws, Chapter 71.

23.2 The following applies to Criminal History Record Information ("CHRI") checks pursuant to M.G.L. c 71, §38R, as from time to time amended, including state and national fingerprint-based criminal background checks, to determine the suitability of employees for employment and continued employment by the District.

23.2.1. CHRI checks will be conducted as required by applicable law.

23.2.2. A copy of the CHRI report will be available to the employee upon request.

23.2.3. The Superintendent shall make a suitability determination concerning whether anything contained in the employee's CHRI renders the individual unfit for employment. If the employee disputes the Superintendent's suitability determination, the employee's sole

recourse is to request the Massachusetts Department of Elementary and Secondary (DESE) make a suitability determination. DESE's suitability determination shall be final as to all parties.

23.2.4. All CHRI reports will be maintained and destroyed in accordance with applicable law.

23.2.5. The Superintendent or other administrator in his/her central office as designated by the Superintendent will be the only persons authorized to request CHRI checks.

23.2.6. The employee shall pay all costs of fingerprinting and CHRI. The employee shall not be excused from his/her regular duties to be fingerprinted.

23.2.7. Failure of a employee after written request to sign and return to the Superintendent's office within 21 calendar days such forms as are necessary or advisable to comply with the CHRI shall be deemed to be and will constitute just cause for dismissal from the employ of the District under this collective bargaining agreement and Massachusetts General Laws, Chapter 71.

ARTICLE 24 - ELECTRONIC INFORMATION

The District has adopted Internet Use Policy. Each employee and the Association agree to abide by the terms of such policies as it may from time to time be revised by the District's School Committee and shall upon demand by the Technology Administrator and/or a Principal give all of his/her passwords to the Principal.

ARTICLE 25 -CONTINUOUS ABSENCE

Notwithstanding any provision of this Agreement, an employee continuously absent from work for whatever cause in excess of 120 calendar days exclusive of leave granted under this Agreement will be deemed to be no longer employed by the District and any rights of said employee under the terms of this Agreement shall be null and void.

ARTICLE 26 - EXPRESS PROVISION

A practice which is contrary to any express provision of this collective bargaining agreement shall not establish a past practice and such express provision may be utilized or enforced, as the case may be, to the fullest extent permitted by the language of such provision at any time.

ARTICLE 27 - DENTAL INSURANCE

For employees who are employed to work 20 or more hours per week, the District will pay 50% of the cost of such dental benefit plan as is selected each fiscal year by the District.

ARTICLE 28 - DURATION OF AGREEMENT

This agreement will be effective as of July 1, 2017, and remain in full force and effect through June 30, 2020. The parties agree that terms and conditions of this agreement shall remain in force and effect passed June 30, 2020 until a successor agreement is voluntarily negotiated by the parties.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the day and year first above written.

ADAMS-CESHIRE REGIONAL SCHOOL
COMMITTEE

By _____
Its Chairman

ADAMS-CESHIRE REGIONAL CAFETERIA
WORKERS ASSOCIATION

By _____
Its President

EXHIBIT A			
ACRSD Cafeteria Workers Association			
WAGE SCHEDULE			
WORK YEAR	07/1/2017 - 06/30/2018	07/1/2018- 06/30/2019	07/1/2019 - 06/30/2020
CATEGORY	HOURLY RATE	HOURLY RATE	HOURLY RATE
Manager	\$17.28	\$18.45	\$18.63
Cook	\$14.94	\$15.01	\$15.16
Cook Helper	\$13.78	\$13.92	\$14.06
Kitchen Helper	\$12.54	\$12.67	\$12.79