

SETTLEMENT AGREEMENT

**BY AND BETWEEN THE PITTSFIELD SCHOOL COMMITTEE
AND
THE PITTSFIELD CAFETERIA EMPLOYEES' FEDERATION**

September 1, 2006- August 31, 2009

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ARTICLE I

FEDERATION RECOGNITION, JURISDICTION, AND DEFINITIONS

A. Federation Recognition

The Pittsfield School Committee recognizes Local 1315, American Federation of Teachers, AFL-CIO, known as the Pittsfield Federation of School Employees, as the exclusive bargaining representative for all cafeteria employees, excluding the Director, for bargaining on questions of wages, hours and other terms and conditions of employment.

B. Jurisdiction

The terms of this Agreement shall apply to those persons who perform the duties and functions of the categories of employees in the bargaining unit.

C. Definitions

1. The term "Committee" as used in this Agreement means the Pittsfield School Committee.
2. The term "parties" as used in this Agreement refers to the Committee and the Federation as participants in this Agreement.
3. The term "school" as used in this Agreement means any work location or functional division maintained by the School Department.
4. The term "Administration" or "The Administration" shall be understood to mean the same as "Superintendent" or his Deputies.
5. The term "Director" as used in this Agreement means the responsible administrative head of the cafeteria system of the Pittsfield School Department.
6. The term "satellite programs" as used in this Agreement means any program under which meals other than the normal school lunch or breakfast are prepared.
7. The term "Federation" as used in this Agreement means the party recognized by the Committee in Article I § A, above.
8. Wherever the singular is used in this Agreement, it is to include the plural.

9. Wherever in this Agreement a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.

D. Agency Service Fee

The Committee will respect the position of the Pittsfield Federation of School Employees, Local 1315, MFT, AFT, AFL-CIO, Cafeteria Workers Unit, as the sole and exclusive bargaining unit of all employees in the Cafeteria Unit on matters of wages, hours, conditions of employment for the life of this Agreement.

1. Effective thirty (30) days after the commencement of the 1999-2000 school year, or the commencement of employment, whichever comes later, each employee, in accordance with the G.L. c.150E, § 12, shall be required to pay the agency service fee to the Pittsfield Federation of School Employees, Local 1315, MFT, AFT, AFL-CIO, Cafeteria Workers Unit, as a condition of his/her employment in the district.
2. Any employee who fails to pay the agency fee in lieu of dues to the exclusive bargaining agent will be subject to legal action by the Pittsfield Federation of School Employees for collection of said fee. Any cost of collecting said fees will be added to the individual's total service fee due. The Pittsfield Federation of School Employees will be solely responsible for enforcing the provisions of this Section. The Committee will not be responsible to enforce any provision of the Section.
3. The Pittsfield Federation of School Employees will indemnify, defend and hold harmless the Committee against any all claims, actions, or lawsuits of any kind or description, whether at law or inequity, and whether based on statute, constitution or common law, made or instituted against the Committee or its agents, employees, or administrators, resulting from this Section. Specifically, the Pittsfield Federation of School Employees will have no right of action by way of contribution, counterclaim, or other basis against the Committee. Should any administrative agency or court of competent jurisdiction find the Committee liable for any damages as a result of this

Section, the Pittsfield Federation of School Employees will pay any and all of those damages, including interest and charges.

4. If any court or competent jurisdiction determines that any part of this Section 1, 2, or 3, is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this 1, 2, and 3, will be null and void.
5. The service fee shall be calculated in accordance with the provisions of the M.G.L. c.150E, § 12, and applicable state and federal constitutional law. Payment of said fee will not entitle the fee payer to be a member in good standing with the Pittsfield Federation of Teacher.

ARTICLE II

CONDITIONS OF EMPLOYMENT

- A. No current condition of employment which affects mandatory subjects of bargaining will be changed by the COMMITTEE without affording the FEDERATION notice and an opportunity to bargain regarding the impact of the change prior to its implementation.
- B. The Federation shall not contest or obstruct by any means or in any forum the Committee's pursuit of removal from civil service classification and jurisdiction of all positions identified in Article I; and the Committee agrees to include language in the new Agreement that provides rights in the areas of seniority, layoff, recall, bumping, and just cause for disciplinary action that are comparable to those possessed by unit employees who are covered by civil service. However, all current employees who are employed as of the effective date of this Agreement shall be covered by the Civil Service to the extent provided by law.

ARTICLE III

COMPENSATION

A. Basic Salary Schedule

1. The salaries of the members of the bargaining unit set forth in Appendix A, which is attached to and made a part of this Agreement.

2. Presently employed personnel shall be placed on the step appropriate for their creditable years of experience as determined by their initial date of employment, and shall advance to the next step as provided in salary schedule in Appendix A.
3. The following designation of cafeteria employees shall be used for salary purposes:
 - High and Middle School Cook
 - Community School and Crosby School Cook
 - Elementary School Cook
 - Baker - High, Middle, Community, Crosby
 - Cafeteria Helper

B. Method and Time of Salary Payment

- 1.a. Employees shall be paid twenty (20) bi-weekly installments. The twenty (20) installments shall include payment for ten (10) vacation days and ten (10) paid holidays.
 - b. Employees with five (5) years of creditable service shall receive an extra weeks pay during the work year.
 - c. Employees with ten (10) years of creditable service shall receive two extra weeks pay during the work year.
2. Bi-weekly paychecks will be delivered to all employees by Wednesday.
3. a. The following holidays shall be allowed with pay: Labor Day, Columbus Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Washington's Birthday, Good Friday, Patriots' Day, Memorial Day and Veterans' Day. Holidays will be paid in the paycheck covering the period in which they occur.
 - b. In order to qualify hereunder for compensation for any such holiday, such employee must have worked all of her last regularly scheduled workday prior to, and the next regularly scheduled workday following such holiday, unless the absence of such regularly scheduled workday is due to jury service, a verifiable bona fide illness, an approved personal day, or bereavement leave as provided for under this Agreement.

- 4.a. The following vacation pay shall be allowed to all members of the bargaining unit:

Upon completion of one year of creditable service - 2 weeks

Upon completion of five years of creditable service- 3 weeks

Upon completion of ten years of creditable service - 4 weeks

Such pay will be taken throughout the school year in the paycheck due during regularly scheduled vacation except that the fourth week shall be paid in the final paycheck of the school year.

- b. Vacation time shall continue for Cook/Managers throughout the term of the contract. After September 1, 1997 all new hires shall not be entitled to vacation time unless hired as a Cook/Manager.

- 5.a. In order to qualify for vacation pay in a given year, an employee must have completed two (2) full months of employment to be eligible for one (1) week, four (4) months to be eligible for two (2) weeks, and six (6) months to be eligible for three (3) weeks and eight (8) months to be eligible for four (4) weeks.

- b. If an employee terminates her/his service after October 31, such employee shall receive one (1) week vacation pay if qualified for vacation under Section 4.

- c. If an employee terminates her/his service after December 31, such employee shall receive two (2) weeks vacation pay if qualified for vacation under Section 4.

- d. If an employee terminates her/his service after February 28, such employee shall receive three (3) weeks vacation pay if qualified for vacation under Section 4.

- e. If an employee terminates her/his service after April 30, such employee shall receive four (4) weeks vacation pay if qualified for vacation under Section 4.

C. Working Before and/or After the Regular School Year

1. Volunteers will be solicited for work before and or following the close of the school year before any employee shall be required to work at such times.

2. Any employee who works in excess of the school year shall be compensated in accordance with the salary schedule set forth in Appendix A.
3. Cafeteria workers will be notified by June 1st of any meetings, workshops, seminars, etc. which may only be scheduled the last two (2) weeks before school starts for the time period between the close of the school year and the opening of the school year.

D. Overtime

1. Employees who work beyond or prior to their normal workday shall be compensated at their regular rate unless the total number of hours worked in one week exceeds forty (40) hours. The rate for hours worked in excess of forty (40) hours shall be paid at the rate of time and a half.
2. In the event that an employee is unable to report for work at the scheduled time, such employee shall not suffer loss of pay except for the actual time not worked.
3. All evening work after 5 p.m. will be at the rate of time and one-half.
4. The rate for hours worked on Saturdays and Sundays shall be paid at the rate of time and a half.

E. Itemized Payroll Deductions

A statement of bi-weekly payroll deductions shall be provided to each employee.

F. Anniversary Dates

For purposes of salary payment, employees serving more than ninety (90) school days in one school year will be given credit for one year's service.

G. Mileage Allowance

Employees covered by this Agreement who are authorized to use private automobiles for school business shall be reimbursed at the rate in effect in March of each year as established by the Internal Revenue Service. Such rate shall be used for mileage reimbursement during the ensuing contract year.

H. New Positions

If any new position is established within the bargaining unit covered by the Agreement, the School Committee shall negotiate with the Federation regarding the wages, hours, and conditions of employment for said position.

I. Severance Pay

Upon retirement or death, an employee with ten (10) years or more of service shall receive a severance for one-half (1/2) of all accumulated sick leave days at a daily rate of pay. Retirement must meet the City's definition for retirement.

ARTICLE IV

FRINGE BENEFITS

A. Blue Cross/Blue Shield

1. The Committee agrees to pay that portion of the Blue Cross/Blue Shield premiums paid for other city employees under terms of Chapter 32B of the General Laws of Massachusetts. Effective October 1, 2007, the Committee shall contribute 80% of the health insurance premiums for the HMO plan, with the employee contributing the remaining 20% of said premiums.
2. The FEDERATION agrees to coordinate efforts with other municipal unions and the City administration to address the City's contractual commitment to provide health insurance through a specifically named carrier.
3. Health insurance premium deductions shall be equalized throughout the year based upon twenty (20) pay periods. Health insurance premium increases effective July 1st will be deducted from employees' paychecks in June. For the 2007-2008 school year,

premium deductions shall be equalized to the extent possible, and may or may not be based upon twenty (20) pay periods.

B. Life Insurance

The Committee agrees to pay that portion of the \$5,000 Life Insurance premium paid for other city employees under terms of Chapter 32B of the General Laws of Massachusetts.

C. Tax-Free Annuity

All members of the bargaining unit shall be allowed to take advantage of whatever federal law may be in force concerning tax-free annuities.

D. Workers Compensation

All members of the bargaining unit shall be included under the provisions of the Workers Compensation Law.

ARTICLE V

WORKING CONDITIONS

A. Notices and Announcements

1. All official circulars pertaining to cafeteria employees in a particular school shall be posted on that school's cafeteria bulletin boards and a copy furnished to the Federation Representative in the building.
2. A copy of the Rules and Regulations of the Pittsfield School Committee and amendments thereto will be made available to members of the unit in each school building.
3. A copy of the Directory of School Department Personnel will be made available to the manager of each school cafeteria in each school building.

4. The chairperson of the cafeteria employees unit shall be notified of any transfer, appointment, or resignation of members of the bargaining unit as a result of School Committee action.
5. No cafeteria worker shall be required to notify, discuss, or make arrangements for payment when a check is returned for insufficient funds or for any other reason.
6. No cafeteria worker shall be required to organize, conduct, or present workshops, classes or seminars.

B. School Facilities

1. Cafeteria employees shall be allowed to use school telephones.
2. Adequate parking facilities for cafeteria employees shall be provided in all schools.
3. Where lockers are presently provided to cafeteria employees, they will continue to be provided.

C. Seniority, Fair Dismissal, Terminations

Seniority, fair dismissal and terminations, layoffs, and recall shall be governed by Chapter 31 (Civil Service) of the General Laws of Massachusetts.

D. Work Year

1. Cafeteria employees shall work each day when school lunches are being served. On days when school lunches are not being served, cafeteria workers shall have the option of working or being absent with loss of pay. Cafeteria workers shall be provided with an opportunity to work a minimum of 180 school days per year.
2. The pay schedule will be 40 weeks. They will be paid for snow days when they work the make-up day - not when the snow day occurs.
3. For each four hours scheduled, an employee shall be entitled to a ten (10) minute break.
4. Cafeteria employees shall be given at least twenty-four (24) hours notice of the need to provide refreshments for meetings whenever possible.

5. The Director shall be solely responsible for supplies. No employee shall be required to pick up or deliver supplies.
6. Employees shall be scheduled to work a half (1/2) day following the final day of school for the academic year, when it will not be necessary to prepare meals, in order to clean the cooking facilities and equipment. Schools where the last day of student meals served is not the last day of school should not be scheduled for the additional half day. Managers may choose to schedule this cleaning work prior to the end of school at the appropriate rate of compensation.
7. Cooks shall receive one (1) hour additional time on the last working day of the month to conduct inventory.
8. All cooks will be allowed to work an additional one-half (1/2) hour per day to complete paperwork.

E. Employee Files

1. Employee files shall be maintained under the following circumstances:
 - a. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the files by an administrator unless the employee is sent a dated copy at the time.
 - b. The employee shall have the right to submit a response to the statement. The employee's answer shall also be included in the file.
 - c. An employee may review his file by making an appointment in advance.
 - d. Upon receipt of a written request, the employee shall be furnished a reproduction of any material in his file for a nominal fee.
2. Derogatory statements or reports kept by administrators at the school level are subject to the same provisions as official personnel files.
3. Official grievances filed by any employee under the Grievance Procedure as outlined in this Agreement shall not be placed in the personnel file of the employee; nor shall

such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

F. Employee Substituting

Whenever a Cook or Baker is absent, the helper or other present employee substituting shall, for the first two (2) consecutive days, be compensated at a rate equal to the starting rate for the absent employee provided such rate is not less than the employee's regular rate. For the third and subsequent consecutive days of such absence, the substitute shall be paid at the rate paid to an employee in the absent employee's job with the substitute's years of service. Periods of absence interrupted by a single work day shall, for the purposes of this section, be considered consecutive and continuous.

G. Aprons & Work Shirts

Plastic aprons shall be provided by the system as required. Cafeteria workers shall be provided with three (3) work shirts per school year.

H. Notification

In the event that a cafeteria worker is to be laid off, she shall be notified by the end of the school year except in cases of extreme emergency.

I. Kitchen Safety

1. All safety violations will be reported to the Director.
2. The Director shall investigate and, if necessary, take corrective action or recommend such corrective action to the building principal, the Assistant Superintendent for Personnel and Negotiations, or the Building Maintenance Department.
3. The Director will notify the union of action taken.
4. If the problem is not corrected a four member Committee shall be appointed - two members to be appointed by the Federation and two members by the Director.
5. The Committee shall investigate and write a joint report or separate reports.

6. If there are recommendations, they shall be presented at the next School Committee meeting.
7. Every employee must be safety conscious and make every effort to follow safety precautions in connection with her work and to eliminate safety hazards for students and staff personnel in the area of her responsibility.

J. Clothing Allowance

All employees shall receive annually a clothing allowance of One Hundred and Ten Dollars (\$110.00), which shall be available as follows: (1) the allowance shall be in the form of reimbursement of costs incurred by the employee; (2) reimbursement shall be made up to the amount of the allowance upon presentation of receipts for merchandise the employee purchases; and (3) reimbursement shall be for the purchase of white pants and rubber-soled or otherwise appropriate and safe white shoes.

ARTICLE VI

TRANSFERS, VACANCIES AND NEW POSITIONS

A. Transfers

1. Employees may apply for a transfer to vacant positions when such vacancies are posted.
2. Assignments to fill such vacancies by transfer may be made during the school year.
3. Notice of transfer shall be given to an employee as soon as possible following granting of the request.
4. When a reduction in the number of cafeteria employees in a school is necessary, qualified volunteers will be considered first for transfer. Involuntary transfers will be governed by inverse seniority (i.e. the least senior employee will be transferred).
5. If a cafeteria helper's position becomes vacant through a resignation or retirement, the new employee hired will be assigned to the specific vacancy that occurs as the result of no more than two transfers.

B. Vacancies and New Positions**1. Temporary Vacancies.**

- a. **Absence of Up to 20 days.** A unit position from which its occupant will be absent for up to twenty (20) working days shall be filled by the best qualified unit member who already works in the building in which the absence occurs, so long as there is an administrative determination made to fill the vacancy.
- b. **Absence of More than 20 Days.** A unit position from which its occupant will be absent for more than twenty (20) working days shall be posted for three (3) working days at the time the absence is known to be of said duration, so long as there is an administrative determination made to fill the vacancy.
- c. **Filling Temporary Vacancies.** The best qualified unit member who applies for said position shall be offered the position that is temporarily vacant, and where applicants are comparably qualified, seniority shall govern who is offered the position, so long as there is an administrative determination made to fill the vacancy.
- d. **Positions Vacated by Temporary Transfers.** A position vacated by a temporary transfer arising under paragraph (c), above, shall not be posted, but shall be filled according to the procedure set forth in paragraph (a), above, so long as there is an administrative determination made to fill the vacancy.
- e. **Employment of a Substitute.** Where there is no qualified unit member who applies for a position that is temporarily vacant then a substitute from outside the bargaining unit may be employed.

2. Permanent Vacancies.

- a. **Deadline for Filling Permanent Vacancy.** Posting a permanent vacancy, as that term is defined in paragraph (d), below, shall be filled within thirty (30) calendar days of the posting of the position and the availability of a pertinent civil service list, so long as there is an administrative determination made to fill the vacancy.

- b. **Content of Posting.** Any posting under this section shall state accurately the total number of hours per day for the vacancy, including travel time required between school sites.
 - c. **Reposting an Unfilled Vacancy.** A position posted under this subsection that is not filled pursuant to paragraph (a), above, shall be reposted before it is refilled, so long as there is an administrative determination made to fill the vacancy.
 - d. **“Permanent Vacancy” Defined.** A “permanent vacancy” shall be defined as a position in the bargaining unit (i) that is a new position, or (ii) whose previous regularly assigned occupant has resigned, or retired, or died while employed in the position.
3. Requests for transfers shall be filed in writing with the office of the Director.
 4. Nothing in this Agreement shall prevent the Superintendent from making acting appointments until positions can be filled with permanent appointments as provided in this Agreement.
 5. Promotions to a higher classification will be made in accordance with the regulations of Chapter 31 (Civil Service) of the General Laws of Massachusetts.
 6. All cafeteria employees shall be notified by August 30 as to their assignment for the next school year.

C. Notification

The Chairperson of the Cafeteria Unit shall be notified of all requests for transfers and also be notified of all permanent vacancies that exist within the Unit.

ARTICLE VII

LEAVES OF ABSENCE

A. Sick Leave

1. Permanent and provisional employees who have completed one (1) year employment shall be credited with sick leave at the rate of 15 days per work year. The work year extends from September 1 through August 31.

2. Sick leave will be credited to each employee on the first full "work day" worked by an employee in the "work year."
3. An employee whose first full "work day" occurs after September 15 of the given "work year" shall be credited with sick leave with pay at the rate of one and one-half (1 1/2) days for each full calendar month worked between the first full "work day" worked and the end of the "work year."
4. New permanent and provisional employees will be credited with sick leave at the rate of one and one-half (1 1/2) days per month following the completion of thirty (30) days of employment during their first year of employment.
5. Sick leave shall be capped at 200 days.
6. Such leave may be taken on any workday, including in-service days as long as the employee reported ill on the last regularly scheduled workday before and the regularly scheduled workday after the in-service day.
- 7.a. Employees may use a maximum of three (3) sick leave days during a school year to care for a sick relative of the first degree. A relative of the first degree shall be a spouse; a natural, adopted, or foster child; a parent; a brother or sister; or any other relative living in the same household as the employee.
- b. An additional three (3) sick leave days may be taken from the annual accrual of fifteen (15) for the purpose of caring for a sick relative of the first degree. Such days may be taken only with documentation from a licensed health care provider, and are subject to approval by the Superintendent or her/his designee. Such approval shall not be withheld arbitrarily or capriciously.

B. Personal Leave

Absences without loss of pay not to exceed three (3) days in any school year shall be granted by the School Committee for reasons other than personal illness, such as religious, legal business, household or family matters, provided application is made to the Superintendent in writing, if possible, in advance.

C. Leave

An employee may request an unpaid leave not to exceed three (3) months.

D. Bereavement Leave

1. In the event of a death of a member of the immediate family, cafeteria workers will be entitled to five (5) consecutive work days, such days to begin with either the day of death or the day of the funeral at the cafeteria worker's discretion. Immediate family includes parents, spouse, life partner/companion, children, mother-in-law, father-in-law, siblings and a person for whom the cafeteria worker has had the responsibility for making funeral arrangements.
2. Cafeteria workers shall be entitled to four (4) consecutive work days to take effect from the day of death or the day of the funeral at the cafeteria worker's discretion of a grandparent, grandchild, brother and sister in-law or someone living in the immediate household.
3. In the case of the death of a relative of the second degree, the cafeteria worker shall be entitled without loss of pay to the day or part thereof necessary to attend the funeral. Relatives of the second degree include uncles, aunts, nephews, nieces, cousins and in-laws, other than mentioned above.

E. Maternity Leave

1. A female cafeteria employee who has been employed by the COMMITTEE for at least three (3) consecutive months as a full-time employee, who is absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth or for adopting a child under the age of eighteen (18) or for adopting a child under the age of twenty-three (23) if the child is mentally or physically disabled, said period to be hereafter called maternity leave, and who shall give at least two (2) weeks' written notice to her EMPLOYER of her anticipated date of departure and intention to return, shall be restored to her previous, or a similar position with the same status, pay, length of service, credit and seniority, wherever applicable, as of the date of her leave.

- Such leave shall be unpaid to the extent the employee's sick leave does not cover the eight (8) week period.
2. The COMMITTEE shall not be required to restore an employee on maternity leave to her previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided, however, that such employee on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.
 3. Such maternity leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position; provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the EMPLOYER need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such EMPLOYER so provides for all employees on leave of absence.

F. Request for Leave

All notification of leaves of absence or requests for leave under this Article shall be made through the Director of Food Services to the Superintendent of Schools or his designee.

G. Maintenance of Rights

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he will be assigned to the same position which he held at the time said leave commenced or to a substantially equivalent position.

H. Physical Examinations

Leave will be granted whenever a physical examination is required during working hours by the Massachusetts Civil Service Commission and such leave will be credited as one of the three (3) personal leave days allowed under Section B of this article.

I. Court Appearances

Time necessary for appearances in any legal proceeding connected with the employee's employment or the school system, and requested by the School Committee and/or its agents, shall be granted without loss of pay or benefits.

J. Jury Duty Leave

Employees summoned to Jury Duty shall serve without loss of pay or benefits provided:

1. The employee shall provide her supervisor with a copy of the summons to serve on a jury as soon as possible after its receipt.
2. The employee shall notify her supervisor as soon as possible if she is not required to report for jury duty on any given day and she will report for work that day.
3. The employee shall notify her supervisor as soon as possible if she is released early from jury duty on any day and, if so directed, shall promptly report to work for the balance of the workday.
5. Employees must turn in documentation of the days served on jury duty along with their jury duty pay to the Payroll Office.

K. Parenting Leave

1. An employee who wishes to obtain an unpaid Leave of Absence to care for a newborn child or newly adopted infant shall submit a written notice to the Superintendent at least forty-five (45) days in advance of the anticipated date of birth or adoption.
2. Such leave shall be taken without pay, benefit accrual or co-payment of insurance. Parenting Leaves shall extend for the remainder of the school year in which the

- request is made. Written notice of intent to return in September must normally be given prior to May 1, but in no event later than May 31, of such calendar year.
3. If an employee fails to return to work by the second September, following the start of the Parenting Leave, his employment will be terminated.

L. Sick Leave Bank

1. All cafeteria workers who so desire may participate in the Sick Leave Bank. Participation is voluntary but requires contribution to the Bank of One (1) sick leave day by October 1 of the school year or within thirty (30) days of initial employment. Employees may opt to join the Sick Leave Bank annually.
2. At any time that the total number of days in the Bank is reduced to one hundred (100), any employee wishing to continue participation shall contribute one (1) additional day.
3. Such employee, after having exhausted his/her personal sick leave due to an extended illness, shall draw upon the Bank as needed. An extended illness for the purpose of this section shall be defined as one requiring absence of fifteen (15) or more days. Any request for leave from the Bank shall be in writing whenever possible, and shall be supported by suitable evidence of medical necessity from a licensed health care provider.
4. The Federation President and the Assistant Superintendent or their designees, will meet periodically to insure the orderly processing of Sick Leave Bank requests.
5. After drawing thirty (30) days from the Sick Leave Bank, an employee's request for additional sick days will be reviewed by the Federation President and the Assistant Superintendent or their designees.
6. An individual must suffer a five (5) day loss of pay after exhaustion of his/her sick leave before drawing from the Bank (at the daily rate specified in Article VI, Section 1).

7. Should the illness extend into the succeeding school year, the mandatory five (5) day pay loss shall not be imposed on the individual and he/she shall be allowed to continue receiving Sick Leave Bank benefits with periodic review by the President of the Federation and the Assistant Superintendent or their designees. However, no individual may use more than one-hundred-sixty (160) days from the Sick Leave Bank for each illness.

ARTICLE VIII

FEDERATION RIGHTS AND RESPONSIBILITIES

A. Federation Representation

1. The Committee recognizes Local 1315 Building Representatives as the official representatives of the cafeteria employees in the schools.
2. The Federation representatives who meet with the Superintendent of Schools during the school year shall submit items for the agenda which apply to cafeteria personnel.

B. Information

1. The Committee shall make available to the Federation, upon reasonable request, all records in the files of the School Committee available to the public relevant to negotiations, or necessary for the proper enforcement of this Agreement.
2. Names and address of newly employed cafeteria personnel shall be provided to the chairperson of the cafeteria unit of the Pittsfield Federation of School Employees following their selection by the Superintendent.
3. Copies of all Civil Service notices and seniority lists shall be provided to the chairperson of the cafeteria unit.

C. Printing of Agreement

1. The parties agree to share the cost of printing 100 copies of this Agreement in booklet form and to distribute copies of the Agreement to each member of the bargaining unit

- employed by the Committee. The cost of all additional copies will be paid by the party who desires them.
2. Such printing will be done in the Print Shop at the Taconic-Vocational High School, if possible.
 3. If the printing is done outside the school system, it will be done in a union shop.

D. Federation Activity at the School Level

1. School Meetings

Before the opening of and after the close of school on school days, the Federation shall have the right to use designated areas in school buildings for meetings with cafeteria employees provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Principal.

2. Distribution of Materials

The Federation shall have the right to send materials to all employees.

3. Bulletin Boards

Federation notices and other materials pertaining to cafeteria employees may be posted on Federation bulletin boards. Space for posting notices in school kitchens will be provided where possible.

E. Meetings with the Director of Food Services

1. The Director shall meet with representatives of the cafeteria workers for the purpose of obtaining input on matters not covered by the collective bargaining agreement. The cafeteria workers may bring any matter to the attention of the Director at these meetings. However, the introduction of such matters by either the Director or by the cafeteria workers may not constitute a basis for negotiations and/or arbitration proceedings on such matters.
2. The meetings will be held once a month unless the parties mutually agree to cancel the meeting or hold additional meetings.

3. Representatives of the cafeteria workers at these meetings will be selected by the Federation members of the cafeteria workers unit.

F. Dues Check-Off

1. The Federation may secure authorization for payroll deductions for Federation dues. Such authorizations may be revocable as provided by law. The Committee will request the Treasurer of the City of Pittsfield to submit such sums in total to the Federation.
2. The Federation shall be notified of any employee withdrawing or dropped from payroll deductions.
3. Any employee desiring to have the Committee discontinue deductions that he has previously authorized must provide written notice to the Committee.
4. The FEDERATION agrees to and does hereby indemnify, defend and hold harmless the COMMITTEE and the City of Pittsfield, and their members, agents and representatives from and against any and all claims, demands, liabilities, suits or any other form of action brought by members of the collective bargaining unit arising from or relating to any action taken by them in good faith in making or transmitting such deductions in accordance with the FEDERATION'S written instructions, provided that the COMMITTEE has given the FEDERATION timely notice of any such claims, demands, liabilities or suits, and that the FEDERATION has had an opportunity to intervene in and defend any such actions.
5. In the event of a strike as defined in Article XIII, Sections D and E of this Article shall no longer apply.

ARTICLE IX

GRIEVANCE PROCEDURE

Section A. Definitions

1. A "grievance" is a complaint that there has been a violation, misinterpretation, or misapplication of this Agreement or any amendment or supplement thereto.

2. A "grievant" on any issue covered by the terms of this Agreement is any cafeteria worker, group of cafeteria workers having a common grievance, or the FEDERATION.
3. A "party of interest" is a grievant, witness, person, group of persons or organization who might be required to take action or against whom action might be taken in order to resolve the grievance.

Section B. Procedures

1. Level One: (Immediate Superior Level)

- a. A grievant will first discuss a complaint with the immediate superior directly, together with or through a FEDERATION representative if the grievant so desires, with the objective of resolving the matter informally.
- b. If the grievance is not resolved informally, the grievant may submit directly, together with or through the FEDERATION, a written grievance to the principal of the building or to the immediate superior of the grievant. Within ten (10) calendar days after receiving the grievance, the principal or immediate superior shall communicate his decision in writing.

2. Level Two: (Superintendent Level)

- a. The decision of the building principal or the immediate superior may be appealed in writing by the aggrieved directly, together with or through the FEDERATION to the Superintendent of Schools or his designated representative within ten (10) calendar days after the decision of the principal or immediate superior has been received by the aggrieved.
- b. The Superintendent of Schools or his designated representative shall meet with the aggrieved directly, together with or through a FEDERATION representative within ten (10) calendar days after receipt of the appeal.

- c. If the Superintendent of Schools and the grievant satisfactorily resolve the grievance, the Superintendent of Schools shall submit his decision in writing within ten (10) calendar days.

3. Level Three: (School Committee Level)

- a. If the grievance is not resolved at Level Two, the grievance may be appealed in writing to the School Committee within ten (10) calendar days after the decision has been received by the aggrieved and the FEDERATION.
- b. The School Committee or the Negotiating Subcommittee of the School Committee shall meet with the grievant and the FEDERATION representative in executive session within fifteen (15) calendar days of receipt of the appeal.
- c. The School Committee shall communicate its decision in writing within fifteen (15) calendar days of the meeting with the grievant and the FEDERATION representative.

4. Level Four: (Arbitration)

- a. If the grievance is not settled at Level Three and the FEDERATION determines the grievance is meritorious, it may file for Arbitration. If the FEDERATION files for Arbitration, it shall notify the Committee within thirty (30) calendar days of the decision at Level Three. The filing of a written demand for Arbitration with the AAA shall be the method of notifying the COMMITTEE of the FEDERATION'S intent to appeal. The date postmarked on the envelope containing the AAA demand shall be deemed the date of filing.
- b. The arbitrator so selected will confer with representatives of the School Committee and the FEDERATION and hold hearings promptly, and will issue his decision not later than twenty (20) days from the date of the close of the hearings; or, if oral hearings have been waived, then from the date the final statements and evidence are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator

- will be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The arbitrator shall be without power or authority to extend beyond the submission agreement, or to add to, delete from, modify or alter the terms of this agreement. The decision of the arbitrator shall be submitted to the School Committee and to the FEDERATION and shall be final and binding.
- c. The costs for 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 FEDERATION provided, however, a party who cancels or postpones a hearing without the required notice to the AAA or the Arbitrator shall pay the full cost of any fees of the AAA and/or the Arbitrator.
 - d. If the COMMITTEE claims the FEDERATION has violated any provisions of Article XIII, the No Strike Clause, it may present such claim to the FEDERATION, in writing, and if the parties fail to settle the matter within ten (10) calendar days, the COMMITTEE may submit the dispute to arbitration under the provisions of Level Four of this Article.

Section C. General Provisions

1. Representation: Any "party of interest" may be represented at any level of this procedure by a person of his own choosing, except that a grievant may not be represented by an officer or a representative of any organization other than the FEDERATION. Whenever a grievant is not represented by the FEDERATION, the FEDERATION shall be given five (5) days prior notice of a hearing, have the right to be present and to state its views at all levels of this procedure. The FEDERATION shall have the right to appeal the disposition of a grievance if such disposition is alleged to be a violation of this Agreement.

2. Timeliness: In order for a grievance to be timely, it must be filed in writing within thirty (30) days after the occurrence or knowledge of the situation, condition, or action giving rise to the grievance.
3. Failure of a grievant to file in writing a complaint within thirty (30) days or to proceed to the next step as provided in the procedures shall cause the grievance to be deemed to have been waived. Failure of the COMMITTEE and/or its agents to respond as provided in the procedures at any step shall constitute a denial of the grievance and the grievant shall have the right to proceed to the next step in the procedure.
4. Any time limits specified in the Article may be extended only by mutual agreement of both parties reduced to writing.
5. No Reprisal: The fact that a grievance is raised by a member of the bargaining unit, regardless of the ultimate disposition of such grievance, shall not be recorded in the employee's file nor in any file nor record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall such cafeteria worker or cafeteria workers who participate in any way in the grievance procedure be subjected to reprisal for having processed a grievance.
6. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless the individual in question files a written request that all such documents, communications and records be included in his personnel file.
7. At Arbitration, the grievant and the School Committee shall have the following rights:
 - a.. To be present at the hearing;
 - b.. To hear testimony;
 - c. To give testimony;
 4. To call others to give testimony;

- d.. To question whether personally or through a FEDERATION or COMMITTEE representative, any person giving testimony.
8. Except in cases of arbitration hearing, grievances shall ordinarily be processed at times which do not disrupt the educational programs in the schools or interfere with the cafeteria workers' responsibilities.
9. If grievances are processed during the school day by mutual agreement of the parties, then released time shall be provided to all parties of interest without loss of pay or benefits.
10. Time Limits: Time limits expressed in this procedure shall be considered maxima and may be extended by mutual agreement.
11. Nothing herein shall require the FEDERATION to process a grievance through arbitration.
12. Grievances shall be initiated at the administrative level giving rise to the grievance. If the administrator determines that the grievance has been improperly filed at his level, he/she shall so notify the grievant.
13. The original filing shall be valid for timeliness as provided in the various levels of the grievance process.
14. Class or group grievances involving more than one grievant shall identify the class affected by the grievance at Level One of the grievance procedure.
15. At a School Committee grievance hearing, the FEDERATION and/or the cafeteria worker shall have the right to fully present their position regarding the grievance, including the right to speak on their own behalf, to have FEDERATION representation and to produce support for their position through documents or other persons.

ARTICLE X

PROFESSIONAL TRAINING

1. Employees who recertify at the end of three (3) years under the American School Food Service Association will receive \$200.
2. Employees shall still be entitled to \$200 for the initial certification.

ARTICLE XI

SAVINGS CLAUSE

1. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and prompt negotiation with the Federation.
2. In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XII

MANAGEMENT'S RIGHTS

1. The operation and management of the Pittsfield School Department, and the supervision of the employees and of their work, are the rights of the COMMITTEE alone. These rights include, by way of illustration and without being limited to, the following: The right to make reasonable rules to assure orderly and effective work; to make and oversee the implementation of policy; to determine the quantity and types of equipment and materials to be used; to introduce new methods and facilities; to make and institute work schedules; to determine what and where duties will be performed and by whom; to evaluate employees competency; to hire, transfer, promote, layoff, and recall employees; and to demote, discipline or discharge employees for just cause.

2. The foregoing enumeration of the COMMITTEE'S rights shall not be deemed to exclude other rights not specifically set forth, the COMMITTEE therefore retaining all rights not otherwise specifically restricted by this Agreement.
3. The failure by the COMMITTEE to exercise any of the rights as provided in this Article shall not be construed as a waiver of these rights, nor of any of the rights of the COMMITTEE to control, operate and manage the schools. Nothing contained in this Agreement shall be construed or deemed to constitute a wavier of or any restriction upon the inherent rights of the COMMITTEE, except that none of these rights shall be exercised by the COMMITTEE contrary to any specific provision of this Agreement.
4. Except when it can be shown that conduct or action by the COMMITTEE is in violation of a specific provision of this Agreement, such conduct or action shall not be subject to the grievance or arbitration procedures of this Agreement.

ARTICLE XIII

NO STRIKE

1. The parties agree that there shall be no strikes of any kind whatsoever, no work stoppages, withholding of services, slowdowns, or interference with or interruption of the functioning of the School System by any employee or the FEDERATION.
2. Nor shall there be any strike or interruption of work because of any disputes or disagreement between any other persons, Employers, Associations, FEDERATION, or Unions who are not signatory parties to this Agreement.
3. Employees who violate this provision shall be subject to disciplinary action, including discharge for just cause.
4. The COMMITTEE reserves the right to immediately pursue all legal courses of action against both the FEDERATION, its affiliates and the employees in the event of

a strike as defined above, including their right to go to Arbitration as set forth in Article X of this Agreement.

ARTICLE XIV

LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee shall be established which shall meet periodically to review labor-management issues. The Labor-Management Committee shall not be a forum for grievances or contract negotiations.

ARTICLE XV

JUST CAUSE

No employee who has completed the probationary period shall be disciplined or discharged without just cause.

ARTICLE XVI

DURATION

1. This Agreement and each of its provisions shall be in effect as of September 1, 2006, and shall continue in full force and effect until August 31, 2009. Negotiations for a subsequent agreement shall commence on or before December 1, 2008 on all items.
2. Being a mutual Agreement, this instrument may be amended at any time by mutual consent.
3. This Agreement signed this ____ day of _____, 2007.

PITTSFIELD SCHOOL COMMITTEE

PITTSFIELD FEDERATION OF SCHOOL
EMPLOYEES, CAFETERIA WORKERS

CHAIRMAN

CHAPTER CHAIRPERSON

