

AGREEMENT

between the

FRAMINGHAM SCHOOL COMMITTEE

and the

FRAMINGHAM FOOD SERVICES

on behalf of

**PUBLIC EMPLOYEES LOCAL UNION 1156 OF THE LABORERS'
INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO**

UNIT N - FOOD SERVICES

July 1, 2018 - June 30, 2021

TABLE OF CONTENT

ARTICLE 1	RECOGNITION	3
ARTICLE 2	NEGOTIATION PROCEDURE	3
ARTICLE 3	MISCELLANEOUS	3
ARTICLE 4	TRANSFERS	5
ARTICLE 5	AGENCY SERVICE FEES	6
ARTICLE 6	SENIORITY	6
ARTICLE 7	VACANCIES IN POSITION	7
ARTICLE 8	HOLIDAYS	8
ARTICLE 9	VACATIONS	9
ARTICLE 10	ON JOB DUTY	9
ARTICLE 11	PROTECTION	9
ARTICLE 12	PROMOTIONS	10
ARTICLE 13	USE OF SCHOOL FACILITIES	10
ARTICLE 14	OVERTIME	10
ARTICLE 15	GRIEVANCE PROCEDURE	11
ARTICLE 16	SICK LEAVE	13
ARTICLE 17	REIMBURSED MILEAGE	14
ARTICLE 18	HEALTH INSURANCE	15
ARTICLE 19	PERSONAL LEAVE AND LEAVE OF ABSENCE	15
ARTICLE 20	EXTENDED LEAVE OF ABSENCE	16
ARTICLE 21	BENEFITS	16
ARTICLE 22	COPIES OF THE AGREEMENT	16

ARTICLE 23	NO STRIKE	17
ARTICLE 24	SCHOOL COMMITTEE RIGHTS	17
ARTICLE 25	WAIVER PROVISIONS	18
ARTICLE 26	DUTIES OF UNIT MEMBERS	18
ARTICLE 27	DURATION	18
ARTICLE 28	JOB-RELATED CLOTHING ALLOWANCE	19
ARTICLE 29	ANNUAL OBSERVATIONS	19
ARTICLE 30	LONGEVITY	19
ARTICLE 31	EYE GLASSES	20
ARTICLE 32	SICK LEAVE BUY-BACK	20
ARTICLE 33	ORDERLY RETIREMENT	21
ARTICLE 34	WORK YEAR	21
APPENDIX A	SALARY SCHEDULE	22
APPENDIX B	AUTHORIZATION OF DUES CARD	25

UNIT T (FOOD SERVICES)

This **AGREEMENT** made and entered into as of the 1st day of July 2018 through June 30, 2021, by and between the FRAMINGHAM SCHOOL COMMITTEE (hereinafter referred to as the "Committee") and the FRAMINGHAM FOOD SERVICES UNION (hereinafter referred to as the "Union").

ARTICLE 1 **RECOGNITION**

The Committee recognizes the Union for the purpose of collective bargaining as the exclusive representative of a unit of cafeteria employees of the Framingham Food Services Union falling into the categories of, Managers, Canteen Managers, Canteen Drivers, Canteen Managers of Middle School Level, Cooks/and Cafeteria Workers, excluding all other employees of the program and other employees of the Framingham Public Schools.

ARTICLE 2 **NEGOTIATION PROCEDURE**

- A. Not later than April 1st of the calendar year in which this contract expires the Committee and the Union agrees to enter into negotiations over a successor agreement.
- B. Any agreement between the Committee and the Union will be reduced to writing and will be signed by the Committee and the Union.
- C. It is agreed that this agreement supersedes all prior agreements between parties.

ARTICLE 3 **MISCELLANEOUS**

- A. The term "employee" as hereinafter used in this Agreement shall refer only to employees within the Unit holding permanent status in the regularly assigned position.
- B. The normal workload shall vary according to the regular employee's position and the hourly schedule required of persons holding those positions.
- C. The hours of daily employment shall be at the discretion of the Director of Food Services.

D. Duties: As used in this Agreement, the term "regular" duties shall mean employee's duties relating to the services of food to the children and the term "special functions" shall mean duties relating to activities for which the Framingham Food Services is reimbursed in full.

E. Salaries: The cafeteria employees covered by this Agreement shall be paid in accordance with the salary schedule (Appendix A) in this agreement. As of July 1, 2015, any new employee to the Unit shall be paid via direct deposit electronic notification only.

F. Increments: The increments established by the salary schedule (Appendix A) attached to and made a part of this contract shall be an integral part of the wage scale and shall be annually awarded as of January 1st of each calendar year.

The Committee reserves the right to withhold increments where the Director of Food Services indicates that there has been unsatisfactory performance.

G. All Unit employees will be provided with a daily lunch on each working day without cost to the employee.

All employees who work four (4) hours or more per day will be provided with a ten (10) minute break on each working day, without cost to the employee. The time at which the break is taken is within the discretion of the Director or their designee.

H. Unit employee will be compensated for the daily time devoted to the employee's lunch period.

I.

The parties recognize that substitute workers may be hired from time to time in the discretion of the employer. If a substitute is needed, the District will first call employees who are normally assigned to the building location to determine if the employee would like additional hours. Unit employees are given the right of first refusal on this additional time due to substitute needs to cover any form of absenteeism.

The Director of Food Services shall contact the Union Representative on or before June 15th of each year to review the hours worked by substitutes. The Union Representative and the Director of Food Services shall establish a mutually agreeable meeting time to review the hours worked prior to the end of the school year. At this annual meeting, the Director of Food Services shall provide a list with each substitute's name and total hours worked during the school year. All parties agree that if more than four (4) substitutes each work more than seven hundred and fifty

(750) hours per school year, then the District shall post a new permanent position for the subsequent school year.

J. The District agrees to pay for the fingerprinting costs of all employees who were employees of the unit as of the execution of the Agreement. Covered employees shall be fingerprinted from July 1, 2015, through June 15, 2016, with the District reimbursing the employee for the cost of the fingerprinting. All new hires as of July 1, 2015 and thereafter shall be responsible for the cost of the fingerprinting.

ARTICLE 4 **TRANSFERS**

A. Although the Committee and the Union recognize some transfer of employees from one position to another is unavoidable, they also recognize that frequent transfers of employees is disruptive to the smooth overall operation of the Department of Food Services and interferes with the ability and performance of the employee; therefore, it is agreed as follows:

1. Temporary transfers should only be made for the purpose of sickness and emergency coverage. Employees will normally be permanently assigned to a job classification included in the recognition clause of this Agreement.
2. When an employee is transferred temporarily, they shall receive their regular rate of pay; however, if the transfer is to a higher paying position and the employee has served in said position for three (3) non-consecutive workdays since their original employment date, the employee shall receive the higher rate of pay commencing with the fourth (4th) day as if promoted under Article XII.
3. Once an employee is temporarily transferred into a position, they shall not be removed from a said position unless:
 - the employee requests a transfer
 - the employee demonstrates poor performance in a said temporary position
 - the reason for the said temporary position has ended.

B. When an employee is transferred permanently, salary adjustment shall be as described in Article XII and shall be effective immediately.

ARTICLE 5
PAYMENT AND DEDUCTION OF AGENCY
SERVICE FEES FROM EMPLOYEES

As sole collective bargaining agent for the employees described above, the Union agrees to offer Union membership to all persons covered by this Agreement upon a tender by any such persons of such uniform and non-excessive dues and initiation fees as are required by the Union. Continued membership in the Union shall be subject to such rules and regulations, by-laws, and constitutions as are uniformly applied by the Union to all its members. The School Committee will advise the Union in writing of the name, address, classification, and department of each new employee.

Upon receipt by the Framingham Public Schools of a signed voluntary authorization by an employee, the Framingham Public Schools agrees to deduct the initiation fee (if any) and monthly Union membership dues from the wages of said employee and remit the aggregate amount to the treasurer of the Union along with a list of employees from whose pay said dues have been deducted.

Such remittance shall be made by the tenth (10th) of the succeeding month.

An authorization may be revoked by an employee by sending a signed written notice thereof to the Framingham Public School's Director of Human Resources. Said revocation shall take effect sixty (60) days after the receipt thereof by the Director of HR. The Director of Human Resources shall send a copy of the revocation to the Union.

See Appendix II for authorization of dues form that shall be used for Union dues and initiation fees.

ARTICLE 6
SENIORITY

Seniority means the length of continuous employment in a listed job classification in the Food Services. An employee, when hired, shall serve a one hundred and twenty (120) calendar day probation period of continuous service before seniority credit may be acquired. Thereafter, seniority shall date from the first working day after hiring by the Director of Food Services. Notwithstanding anything herein to the contrary, a probationary employee shall be eligible for vacation and holiday benefits after serving for sixty (60) continuous calendar days.

In case of a reduction in force, employees shall be laid off within each classification by seniority and ability. Employees shall have the right to bump employees in lower classifications with less seniority. A cafeteria worker with both seniority and ability would be able to bump another worker with equal or fewer hours than that worker has, e.g. a worker with three (3) hours could

bump another three (3) hour or two (2) hour worker if they have the seniority and ability, but that three (3) hour worker would not be able to bump a four (4) hour worker on the basis of seniority.

ARTICLE 7 VACANCIES IN POSITION

A. Unit employees shall have the opportunity to candidate for vacancies in positions within the unit when they occur. Half-day vacancies shall be offered to permanent employees by seniority first before they are offered to substitute employees.

B. Vacancies in position will be adequately publicized by the Director of the Food Services by a notice placed in each school, on the bulletin board. The position shall be posted within five (5) working days after receipt of written notice of termination from the employee to the Director of the Food Services or within twenty (20) days after the position is vacated if the employee gave no written notice.

C. When practical and possible, vacancies in positions will be filled within fifteen (15) days after posting. Half-day vacancies shall be offered to permanent employees by seniority first before they are offered to substitute employees.

D. Seniority, work performance, attendance record and merit (meaning attitude, potential and/or desire to advance) shall be the determining factors in the filling of all vacancies.

E. Seniority lists containing the name, date of seniority, classification and location of employees shall be posted in all schools in January of each year and a copy shall be available to the Unit Chairman.

Protests regarding seniority must be made within thirty (30) days after the list is posted.

After a position has been filled, the Union president will be notified as to the list of applicants for same.

Every employee shall be considered to serve a probationary period during the first ninety (90) workdays after assuming a new position. By mutual agreement, this probationary period may be extended if the employee has made significant progress during the initial ninety (90) day period, but is not satisfactorily meeting all of the requirements of the new position.

This probationary period is to allow the school district time to judge the ability, competency, fitness and other qualifications of the employee to meet the requirements of the new position. At any time during the probationary period, the school district has the right to return the employee to their previous position at the rate of the employee's previous wage compensation. This provision also applies to the employee, who has the option to return to their previous position and pay during such probationary period.

At the discretion of the Director, time served in a position on an acting or temporary basis may be counted towards the ninety (90) day probationary period.

ARTICLE 8 **HOLIDAYS**

A. Probationary employees as defined in Article VI shall not be eligible for the benefits of this Article.

B. When a school is closed on a normal school day due to causes other than weather, the Director of Food Services shall attempt to assign the affected employee(s) to another site. If an employee declines the assignment and does not work on said day, they shall not be paid. Any assignment hereunder, if accepted, shall not be considered a temporary transfer under Article IV.

C. The following days and/or holidays shall be paid days irrespective of whether or not they fall within the normal school year, upon a weekend or any other reason whatsoever:

1. Columbus Day
2. Veterans Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Day
6. New Years Day
7. Good Friday
8. Memorial Day
9. Labor Day
10. Martin Luther King's Birthday

D. Holiday pay shall be granted if an employee reports for work on the last regularly scheduled workday prior to the holiday and the first regularly scheduled workday after the holiday, provided

that the absence from work for a legitimate reason, including sickness and/or emergency, will not be grounds for denying holiday pay. Sickness must be verified by a doctor's note.

ARTICLE 9
VACATIONS

- A. Probationary employees as defined in Article VI shall not be eligible for the benefits of this Article.

- B. Other unit employees shall be entitled to paid vacations as follows:
 - 1. Regular employees hired after October 1, 2007, shall be eligible only for the following paid vacation benefit: five (5) days annually if employed not less than one (1) year.

 - 2. Employees employed less than a full school year shall receive a prorated vacation allowance. Each vacation period begins on July first (1st). A school year as used in this Article is the regular school year for pupils in the Framingham Public Schools.

- C. Employees shall not take vacation leave during the time that school is in session. In extenuating circumstances, and at the discretion of the Director, exceptions may be made, subject to the following conditions: there must be a minimum of two (2) weeks notice to the Director; the Director must be able to cover for the employee's absence; and the employee's ability, seniority, and absenteeism record shall be relevant factors in the decision.

ARTICLE 10
ON THE JOB INJURY

All employees shall be covered by Workmen's Compensation. An employee who is collecting Workmen's Compensation may use accumulated sick leave to make up the difference, if any, between the employee's regular pay and Workmen's Compensation payments allocated to lost time.

ARTICLE 11
PROTECTION

Where practical as of August 15 of each calendar year preceding the September opening day of the Framingham Schools, all employees, employed at that time shall receive in writing, notification of any change of job assignments for the following year. No permanent employee shall be discharged, disciplined or reprimanded, or reduced in rank or compensation, or be deprived of

any advantage for participating in activities protected under Chapter 150E of the Massachusetts General Laws.

The hours of employment required for each regular position as of the date of this agreement's ratification will be reduced only if required by a reduction in the number of lunches being served at the employee's school.

ARTICLE 12
PROMOTIONS

- A. Unit employees shall be encouraged to learn the duties of higher-rated positions.

- B. A Unit employee who is promoted from one job classification to a higher one within the bargaining unit as defined in the Agreement shall be advanced to that step at the new salary rate which is the closest and no less than the next step or increment in the employee's old position, except that in the event an employee is at the 7th step the employee will be automatically paid at the 7th step of the new position. Such an employee will, in addition, on the next following January 1st following promotion receive any annual increment to which they may be entitled.

ARTICLE 13
USE OF SCHOOL FACILITIES

Upon making arrangements with the Director of Building and Grounds, the Union will have the right to use school buildings without cost at reasonable times for meetings. The principal of the building in question will be notified one (1) week in advance of the time and place of all such meetings.

ARTICLE 14
OVERTIME

- A. Overtime work beyond the normal workday which takes place in a school building shall insofar as possible be distributed equally by seniority among unit employees assigned to that building.

- B. A list of overtime worked shall be posted in each school.

- C. An employee who refuses overtime shall be considered as having worked that period for purposes of equal overtime distribution.

D. Overtime compensation at the rate of one and one-half (1 ½) times the employee's regular rate of pay shall be paid for all hours worked in excess of forty (40) hours worked in the performance of Food Services duties.

E. All overtime incurred in the performance of work-related to functions other than Food Services activities shall be compensated at one and one half (1 ½) times the employee's regular rate of salary.

ARTICLE 15 **GRIEVANCE PROCEDURE**

A. A grievance is hereby defined to mean a dispute involving the meaning, interpretation or application of this contract.

B. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the President of the Union shall permit the aggrieved party or parties to proceed to the next step.

C. Failure at any step of this procedure to appeal the grievance to the next step within the specified time shall be deemed to be an acceptance of the decision rendered at that step.

D. No reprisals of any kind shall be taken by any party of this contract against any party in interest, any witness, any employee of the Personnel Committee of the Union, or any other participant.

E. A grievance that affects a group or class of employees from different buildings or departments, or is of a general nature may be submitted in writing by the Union to the Assistant Superintendent for Human Resources directly and the processing of such grievance shall be commenced at Level Three.

F. If any employee covered by this contract shall present any grievance without representation by the Union, the disposition, if any, of the grievance shall be consistent with the provisions of this contract. The Union shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

The time limits specified in this Section F may be extended by mutual agreement. When a grievance arises, the grievance must be filed within ten (10) school days (or when school is not in

session, fourteen (14) calendar days) from the day of the event upon which the grievance is based or from the date when the employee had or should have had knowledge of the event.

LEVEL ONE

An employee with a grievance shall, with or without a building representative of the Union, present it to their immediate supervisor or manager within ten (10) school days of the event on which the grievance is based. Any meeting with reference to the above shall be held during non-school hours.

LEVEL TWO

A. In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level One, or in the event that no decision has been reached within ten (10) school days after presentation of the grievance to the immediate supervisor or manager, the grievance shall be reduced to writing and referred to the Assistant Superintendent for Human Resources within five (5) school days of the disposition under Level One.

B. The Assistant Superintendent for Human Resources shall represent the School Committee at this Level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Executive Director of Finance and Business Operations and Assistant Superintendent for Human Resources, or their designee, shall meet with the aggrieved employee and the said President or their designee in an effort to settle the grievance.

LEVEL THREE

In the event that the grievance shall not have been disposed of at Level Two, or in the event that no decision has been rendered within ten (10) school days after the LevelTwo meeting, the grievance shall be referred in writing to the Superintendent of Schools or their designee.

LEVEL FOUR

A. In the event that the grievance shall not have been satisfactorily disposed of at Level Three, or in the event that no decision has been rendered within ten (10) school days after Level Three meeting, the Union may refer in writing within ten (10) school days of the disposition under Level Three the unsettled grievance to arbitration. The Arbitrator shall be selected by the parties. If the parties are unable to agree upon an arbitrator, the selection shall be made by the American Arbitration Association, in accordance with the rules and regulations. The parties may choose to

have the matter resolved by the Massachusetts Board of Conciliation and Arbitration in accordance with its rules and regulations.

B. The Arbitrator shall be without power or authority to modify or alter the terms of this contract.

C. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days after the hearing is declared closed. The decision shall be final and binding on both parties.

D. The costs for the services of the arbitrator shall be borne equally by the Committee and the Union.

E.

1. Except as stated in E-2 below, no matter pertaining to a grievance procedure shall be included in a Unit employee's personnel file unless so requested by the Unit employee. Except as stated in E-2 below, all matters relating to any grievance shall be treated as confidential material and shall not be consulted in decisions regarding re-employment, promotion, assignment or transfer.

2. Any material pertaining to charges brought or disciplinary action taken against a Unit employee will become part of a Unit employee's personnel file unless recourse is taken to the grievance procedure in which case such material will not be so placed unless charges are substantiated in the process of the grievance.

ARTICLE 16 **SICK LEAVE**

A. Probationary employees as defined in Article VI shall not be eligible for the benefits of this Article.

B. An indefinite number of days may be accumulated.

C. Effective June 1, 2014, accumulation of sick days will begin as of the date of the new employee's service in the school system and at a rate of 0.8 days per month.

D. Sick leave deduction will be made from the cumulation if payment has been made to the individual during their absence. Otherwise, no deduction will be made from the individual's cumulation.

- E. **Borrowing Policy:** If an individual is out of service beyond their cumulation at any period in their service and wish to petition the Committee through their Director for extra days, the Committee reserves the right to grant such petition up to a limit of fifteen (15) days with the understanding that the individual shall repay by service, the number of days that have been granted.
- F. If an employee resigns and have on their record "borrowing time," a financial deduction will be taken before the final payment period.
- G. The implementation of the indefinite cumulation for employees in service prior to January 1, 1966, started as of that date.
- H. Adjustment to the sick leave plan shall be based solely on the years of service in the Framingham School System.
- I. In the event that illness of an employee extends beyond the period of five (5) consecutive days, the Director of Food Services may require a doctor's certificate as to the nature of the illness, the condition of the employee, and the ability of the employee to resume work.
- J. Sick leave allowance is subject to prorating for employees who are employed less than a full school year as defined in Article VIII.
- K. Upon request by any Unit employee said the employee will be notified of their total of accumulated sick days.
- L. Absences, not to exceed three (3) days in any calendar year, may be charged against sick leave in cases of the severe illness of an employee of the immediate family or of the employee living in such employee's immediate household requiring the employee's presence. Every effort will be made by the employee to effectuate alternative arrangements.
- M. Abuse of sick leave can lead to disciplinary action.

ARTICLE 17
REIMBURSED MILEAGE

A travel allowance equal to the rate approved by the Internal Revenue Service from time to time will be paid to any employee when it is necessary for them to use a personal automobile for city business. For example, if an employee lives seven (7) miles from the school where they work, goes to a bank on their way home, and adds two miles to the trip home, they will be reimbursed for the two extra miles.

ARTICLE 18
HEALTH INSURANCE

The employee shall have the option to join the health insurance coverage program offered by the employer. In the event the employee joins said Group, the employer shall pay the same percentage of the premium as paid by the City of Framingham, Massachusetts for its municipal employees. It is agreed that the employer shall have the right to deduct the employee's portion of said health insurance program directly from the employee's wages.

ARTICLE 19
PERSONAL LEAVE TEMPORARY LEAVES OF ABSENCE

A. Probationary employees as defined in Article VI shall not be eligible for the benefits of this Article.

B. **Death in the Immediate Family:** Full-time employees shall be allowed a period of four (4) consecutive calendar days absence which shall include the day of the funeral, without loss of pay each time there is a death in their immediate family. The immediate family is defined to include mother, father, sister, brother, child, step-child, spouse, mother-in-law, father-in-law, grandparents, grandchildren, son-in-law, daughter in-law, and step-parents. Full-time employees may be absent one working day to attend the funeral of a brother-in-law, sister-in-law, step-grandparent, niece, nephew, aunt, uncle or cousin.

C. **Personal Leave:** Effective January 1, 2013, an employee may be allowed a total of two (2) days absence each calendar year without loss of pay which may be taken without a stated explanation. Application for personal leave must be made at least twenty-four (24) hours before the taking of such leave except in the event of an emergency. The benefits of this paragraph shall not be utilized so as to extend a holiday or a vacation period. Unless an employee has been absent from school for personal illness or absent under provision of Article XIX - B above, they shall not be granted a personal day unless they were physically present in school on the previous working day.

One (1) additional personal day shall be awarded at the end of each school year for employees who have perfect attendance for sick leave.

D. An employee may convert one (1) unused personal day into sick leave to be carried over into the following year.

E. Other temporary leaves may be granted by the Committee at the recommendation of the Assistant Superintendent for Human Resources.

ARTICLE 20
EXTENDED LEAVES OF ABSENCE

Probationary employees as defined in ARTICLE VI shall not be eligible for the benefits of this Article.

After five (5) years of continuous employment in the Framingham School System, one may be granted a leave of absence without pay, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence. Any employee whose personal illness extends beyond the period compensated will be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.

A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of employee's immediate family, at the discretion of the Assistant Superintendent for Human Resources.

All benefits to which an employee was entitled at the time their leave of absence commenced including sick leave, will be restored to them upon return and they will be assigned to the same position, or one substantially equivalent to the one held at the time said leave commenced. Other leaves without pay may be granted by the Superintendent of Schools or their designee.

ARTICLE 21
BENEFITS

All benefits presently enjoyed by employees will remain in effect retroactive to July 1975 and shall continue during the term of this Agreement, except as specifically limited by the terms of this contract.

ARTICLE 22
COPIES OF THE AGREEMENT

The School Committee agrees to furnish a copy of this agreement as ratified to each employee of the Union, and an extra copy to each Manager to be kept at each School.

ARTICLES 23

NO STRIKE

The Union agrees that it will not cause, condone, sanction, or take part in any strike.

The Union and its employees, individually and collectively agree that if there is a violation of this clause, that is, an active participation or involvement in any such strike, all employees violating this clause will at the discretion of the Committee be subject to disciplinary action, and the only question that will be subject to the grievance and arbitration procedure is that of participation as described above.

ARTICLE 24

SCHOOL COMMITTEE RIGHTS

Subject to the terms of this collective bargaining agreement and the provisions of Chapter 150E, both parties recognize that under the laws of the Commonwealth of Massachusetts, the School Committee has the exclusive right, responsibility and final authority for establishing the policies for the control, direction, and management of the School Department. Therefore, it is understood and agreed that this Agreement concerns those matters of wages, hours and conditions of employment which have been expressly bargained for and are included herein and expressly abridged or modified by this agreement to the Committee. Further, both parties agree that it is their responsibility to abide by the terms of this agreement for its duration.

Subject to the terms of this collective bargaining agreement and the provisions of Chapter 150E, the Committee or, where legally permissible, its designees shall at all times retain the right to direct employees, to hire, promote, transfer, assign and retain employees within the School Department, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such operations are to be conducted, to conduct school system operations in a safe and most efficient manner, and to take whatever actions may be necessary to carry out the mission of the School Department provided, however, that such action of the Committee shall not in any way abrogate the intent or meaning of this contract.

It is expressly understood and agreed by the Committee and the Union that all of the Committee Rights set forth in both of the above paragraphs are subject to all other provisions of the collective bargaining agreement and to the provisions of chapter 150E and all other applicable statute law.

ARTICLE 25
WAIVER PROVISIONS

A. The Union and the Committee agree that each has a right to bargain for any provision that they wish in this Contract and each expressly waives the right to reopen the contract for any further demands or proposals and agree that the present contract constitutes a complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of the Agreement.

B. If any provision of this agreement or any other application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE 26
DUTIES OF UNIT MEMBERS

A. Insofar as possible and at the discretion of the Director of Food Services, the policy relative to duties of unit employees shall continue as presently effective.

B. When changes in the duties of any position are contemplated any Unit employee concerned will have the opportunity to discuss such changes with the Director of Food Services.

C. Specific duties shall be assigned at the discretion of the Cafeteria Managers under the supervision of the Director of Food Services.

D. When assistance is needed by Canteen Driver(s) in heavy lifting they shall so notify the Cafeteria Manager who will arrange assistance whenever possible.

E. Any employee who must bring a money deposit to the bank shall have the right to a police escort and shall be paid for all the time expended to make such deposit and return to the employee's place of employment.

ARTICLE 27
DURATION

The term of this contract is effective from July 1, 2018 to June 30, 2021.

ARTICLE 28
JOB-RELATED CLOTHING ALLOWANCE

Effective July 1, 2015, the District will provide at no cost to the employee the following uniform components: four (4) jackets; three (3) pants; two (2) aprons and one (1) visor. Any clothing furnished by the District that is damaged, destroyed or worn out as a result of employment shall be reported by the employee and replaced at no cost to the employee by the District.

Effective July 1, 2015, a footwear allowance of forty-five dollars (\$45.00) shall be established for the purchase of non-skid shoes. Effective July 1, 2017, this amount shall increase to fifty-five dollars (\$55.00). This allowance shall be prorated for employees that do not work a full school year.

ARTICLE 29
ANNUAL EVALUATIONS

Annual written evaluation of employees will be conducted professionally, openly, and with full knowledge of the employee by their immediate supervisor. Employees shall be given a copy of all evaluation reports prepared by the immediate supervisor and will have the right to discuss the report. The supervisor shall confer with every employee whose services are rated. The supervisor shall explain the ratings and plan cooperatively for improvement. The employee shall have the right to appeal to the Director upon written application with notice to the supervisor who conducted the evaluation, except that if an employee covered by this Agreement is evaluated in the first instance by the Director, then said appeal shall be made to the Executive Director of Finance and Business Operations with notice to the Director.

ARTICLE 30
LONGEVITY

Longevity pay shall be paid to any permanent employee in the school district covered by the Agreement on the employee's anniversary date as follows:

For the period July 1, 2018, through June 30, 2021	
Years of Services	Longevity Pay
10 years	\$200.00
15 years	\$225.00

20 years	\$250.00
25 years	\$350.00

ARTICLE 31
EYEGASSES

In the event an employee's eyeglasses are broken due to work-related causes, not due to misconduct or negligence, the employee will be reimbursed up to one hundred (\$100.00) dollars for replacement glasses. Negligence includes, but is not limited to, failure to wear, or loss of, protective devices issued by the School Department.

ARTICLE 32
SICK LEAVE BUY-BACK

Employees who have served in the Framingham Public School System for at least fifteen (15) years will be entitled to a buyback of unused sick leave time upon ordinary retirement according to the following conditions:

- A. The notification of intent to retire must be received by the Director of Food Services at least six (6) months preceding the retirement.
- B. The employee must retire by the date in the notice.
- C. Effective July 1, 2013, upon ordinary retirement or death, a Unit employee or their shall be entitled to a buy-back of their accumulated sick leave over twenty (20) days accumulation.
- D. The maximum benefit under this provision may not exceed fifteen hundred (\$1,500.00) dollars.
- E. Effective July 1, 2015, the maximum benefit under this Article shall be \$3,000.00. Effective July 1, 2017, the maximum benefit under this Article shall be thirty-five hundred (\$3,500.00) dollars.

ARTICLE 33
ORDERLY RETIREMENT

Subject to the following conditions, an amount of money equal to fifty (\$50.00) dollars times the number of full years of their continuous service with the Framingham School Department will be paid to an employee who retires in any year, provided:

- A. The notification of intent to retire must be received by the Director of Food Services at least six (6) months preceding the retirement.
- B. The employee must retire by the date in the notice.
- C. The amount determined above will be reduced by an amount equal to the employee's daily rate of pay times the number of sick days paid for in excess of six (6) in the six (6) months prior to retirement.
- D. Effective July 1, 2015, the maximum combined benefit under Sick Leave Buy-Back and Orderly Retirement shall be \$3,000.00. Effective July 1, 2017, the maximum combined benefit under Sick Leave Buy-Back and Orderly Retirement shall be thirty-five hundred (\$3,500.00) dollars.
- E. For part-time employees, the benefit will be prorated.

ARTICLE 34
WORK YEAR

The regular work year for employees covered by this agreement shall be the school year, i.e. when students are present in the schools. At the option of the Director, employees may be called in to work up to five (5) additional days before the start of school and up to five (5) additional days after the end of school. Any employee that works such additional days shall receive their regular hourly/daily rate of pay for actual time worked.

APPENDIX A
SALARY SCHEDULE

The attached Schedule of Rates of Pay will be effective on the dates indicated and are annexed to and made a part of this contract.

- July 1, 2018 - June 30, 2019: Two percent (2%) increase retroactive.
- July 1, 2019 - June 30, 2020: Two percent (2%) increase.
- July 1, 2020 - June 30, 2021: Two percent (2%) increase.

Cafeteria Worker			
Step	2018-2019 (2%)	2019-2020 (2%)	2020-2021(2%)
0	\$11.68	\$11.91	\$12.15
1	\$11.91	\$12.15	\$12.39
2	\$12.40	\$12.65	\$12.90
3	\$13.37	\$13.64	\$13.91
4	\$14.08	\$14.36	\$14.64
5	\$14.97	\$15.27	\$15.58
6	\$15.79	\$16.11	\$16.43
7	0.00	0.00	\$16.59

Grill Cook			
Step	2018-2019 (2%)	2019-2020 (2%)	2020-2021(2%)
1	\$12.54	\$12.79	\$13.04
2	\$13.01	\$13.27	\$13.53
3	\$14.17	\$14.45	\$14.74
4	\$15.13	\$15.43	\$15.74
5	\$15.91	\$16.23	\$16.55
6	\$16.92	\$17.26	\$17.61
7	0.00	0.00	\$17.78

250 Canteen Manager +250			
Step	2018-2019 (2%)	2019-2020 (2%)	2020-2021(2%)
1	\$13.16	\$13.42	\$13.69
2	\$13.81	\$14.09	\$14.37
3	\$15.17	\$15.47	\$15.78
4	\$15.49	\$15.80	\$16.12
5	\$15.91	\$16.23	\$16.55
6	\$17.14	\$17.48	\$17.83
7	0.00	0.00	\$18.01

Culinary Lead/Cafeteria Supervisor			
Step	2018-2019 (2%)	2019-2020 (2%)	2020-2021(2%)
1	\$13.52	\$13.79	\$14.06
2	\$13.96	\$14.24	\$14.53
3	\$15.18	\$15.48	\$15.79
4	\$15.89	\$16.21	\$16.53
5	\$16.35	\$16.68	\$17.01
6	\$17.77	\$18.12	\$18.49
7	0.00	0.00	\$18.67

Canteen Manager (Middle School Level)			
Step	2018-2019 (2%)	2019-2020 (2%)	2020-2021(2%)
1	\$14.27	\$14.56	\$14.85
2	\$14.72	\$15.01	\$15.31
3	\$15.93	\$16.25	\$16.58
4	\$16.65	\$16.98	\$17.32
5	\$17.09	\$17.43	\$17.78
6	\$18.51	\$18.88	\$19.26
7	0.00	0.00	\$19.45

Head Cook 750+			
Step	2018-2019 (2%)	2019-2020 (2%)	2020-2021(2%)
1	\$14.88	\$15.18	\$15.48
2	\$15.49	\$15.80	\$16.12
3	\$16.92	\$17.26	\$17.61
4	\$17.80	\$18.15	\$18.52
5	\$18.72	\$19.09	\$19.47
6	\$19.60	\$20.00	\$20.40
7	0.00	0.00	\$20.60

Canteen Driver			
Step	2018-2019 (2%)	2019-2020 (2%)	2020-2021(2%)
1	\$16.37	\$16.70	\$17.03
2	\$16.92	\$17.26	\$17.61
3	\$18.08	\$18.45	\$18.82
4	\$19.13	\$19.51	\$19.90
5	\$20.20	\$20.60	\$21.01
6	\$21.25	\$21.67	\$22.10
7	0.00	0.00	\$22.33

Cafeteria Manager			
Step	2018-2019 (2%)	2019-2020 (2%)	2020-2021(2%)
1	\$ 37,784.88	\$ 38,540.58	\$ 39,311.39
2	\$ 39,147.60	\$ 39,930.55	\$ 40,729.16
3	\$ 42,079.08	\$ 42,920.66	\$ 43,779.07
4	\$ 42,916.50	\$ 43,774.83	\$ 44,650.33
5	\$ 43,777.38	\$ 44,652.93	\$ 45,545.99
6	\$ 44,612.76	\$ 45,505.02	\$ 46,415.12
7			\$ 46,879.27

APPENDIX B
AUTHORIZATION OF DUES CARD

The following authorization of dues form shall be used for Union dues and initiation fees:

AUTHORIZATION OF DUES FOR PAYROLL DEDUCTION			
By:	Last Name:	First Name:	Middle Name:
To :	Employer:		
Effective Date:			
<p>I hereby request and authorize you to deduct from my earnings the Union membership initiation fee and, once each month, an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union.</p> <p>This authorization shall continue for a period of one year from the date hereof, or until the termination of this Agreement (whichever occurs first), and shall be automatically renewed for successive periods of one year unless written notice of revocation is given by me to you in writing, upon the receipt whereof this authorization shall expire sixty (60) days thereafter.</p>			
Signature:			
Date:			
Address:			

THIS AGREEMENT has been executed by the duly authorized representatives of the Framingham School Committee and Massachusetts Laborers District Council, Local 1156 subject to the conditions herein.

FRAMINGHAM SCHOOL COMMITTEE

MASSACHUSETTS LABORERS
DISTRICT COUNCIL, Local 1156

By: [Signature]

[Signature]
Nelson Carneiro
Field Representative

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: _____

By: _____

By: _____

Date: August 7, 2019

Date: 8/9/19