

AGREEMENT

BETWEEN

DOUGLAS SCHOOL COMMITTEE

AND

TEAMSTERS UNION LOCAL # 170
(Cafeteria Workers Contract)

July 1, 2024 – June 30, 2027

TABLE OF CONTENTS

ARTICLE 1	AGREEMENT	2
ARTICLE 2	RECOGNITION	2
	REGULAR FULL-TIME, REGULAR PART-TIME &	
	PROBATIONARY EMPLOYEES.....	2
ARTICLE 3	DUES CHECK-OFF.....	4
ARTICLE 4	AGENCY SERVICE FEE.....	4
ARTICLE 5	MANAGEMENT RIGHTS.....	6
ARTICLE 6	CLOTHING/APPEARANCE.....	7
ARTICLE 7	GRIEVANCE PROCEDURE.....	8
ARTICLE 8	SALARY, LONGEVITY, STIPENDS.....	11
ARTICLE 9	REDUCTION IN FORCE.....	12
ARTICLE 10	SENIORITY.....	13
ARTICLE 11	WORK SCHEDULES	13
ARTICLE 12	HOLIDAYS	14
ARTICLE 13	VACANCIES & PROMOTIONS.....	14
ARTICLE 14	PAID LEAVES OF ABSENCE	15
ARTICLE 15	LEAVES WITHOUT PAY	17
ARTICLE 16	EMPLOYEE'S RESPONSIBILITY REGARDING	
	LEAVES.....	18
ARTICLE 17	HEALTH INSURANCE.....	18
ARTICLE 18	PROTECTION/WORKER'S COMPENSATION	18
ARTICLE 19	NO STRIKE CLAUSE	18
ARTICLE 20	STEWARD	18
ARTICLE 21	NON-DISCRIMINATION	19
ARTICLE 22	SAVINGS CLAUSE.....	19
ARTICLE 23	STABILITY OF AGREEMENT	19
ARTICLE 24	HEALTH AND SAFETY	20
ARTICLE 25	TRAINING.....	20
ARTICLE 26	JOB DESCRIPTION AND EVALUATION.....	20
ARTICLE 27	DURATION AND SIGNATURES.....	21

AGREEMENT

This Agreement made and entered into this July 1, 2024 between **DOUGLAS SCHOOL COMMITTEE**, ("Employer") and the **TEAMSTERS UNION LOCAL #170**, ("Union") for and on behalf of those employees constituting the bargaining unit set forth in Article 1 of this collective bargaining agreement ("Agreement"). Now, therefore, it is mutually agreed by and between the Employer and the Union that the following benefits will be provided:

ARTICLE 1 RECOGNITION

The bargaining unit shall include all full-time and regular part-time cafeteria employees employed by the School Committee excluding all confidential, managerial, casual and other employees as certified by the Labor Relations Board, Case No. MCR-06-5204.

ARTICLE 2 REGULAR FULL-TIME, REGULAR PART-TIME & PROBATIONARY EMPLOYEES

An employee who is regularly paid for forty (40) hours per week will be considered a full-time employee of the District and be eligible to receive benefits included in this document. Employees regularly scheduled to work less than forty (40) hours per week, will receive benefits pro-rated according to their established work schedule. Employees must be regularly scheduled to work twenty (20) hours per week to be eligible to participate in health insurance.

Probationary Employees: All newly hired employees in the bargaining unit, covered under this Agreement, will be subject to a probationary period of sixty (60) calendar days starting with the first day worked after hire. A probationary employee has no seniority rights and his/her retention as an employee is entirely within the discretion of the district and shall not be subject to the grievance and arbitration provisions.

By mutual agreement between the Employer and the Union the probationary period maybe extended an additional thirty (30) calendar day period. This additional (30) calendar day period shall also be applicable to a General Helper being promoted to Kitchen Manager position. Should a General Helper be promoted to a Kitchen Manager and not pass the probationary period, said employee shall have the option of returning to his/her previous General Helper position at the number of days and hours per week as was previously scheduled, and shall be paid at the rate of pay designated under Article 8 of this Collective Bargaining Agreement, commensurate with his/her continuous service to the District as a cafeteria worker. Said employee shall have all time of service as a Kitchen Manager credited toward his/her length of continuous service as a cafeteria worker.

ARTICLE 3 DUES CHECK-OFF

The Employer agrees to deduct the Union dues monthly from the pay of Union members who sign authorization cards so provided. Payroll deductions will only be made following the submission of an executed dues deduction form. The form will be provided by the Union. Said deductions will be forwarded to the Union Secretary-Treasurer or his/her designee along with a list of the employees. The Union agrees to indemnify and hold the Employer harmless in connection with the application of this Article. In accordance with the provisions of Chapter 180, Massachusetts General Laws, the Employer shall certify to the Treasurer of the Town of Douglas all payroll deductions for dues to the Teamsters Local #170.

ARTICLE 4 AGENCY SERVICE FEE

Union Dues of employees covered by this Agreement shall be deducted each month from the wages of each employee who, at his or her election, has signed an authorization form provided by the Union and presented to the Town Treasurer in accordance with Massachusetts General Laws.

Employees who choose not to join the Union may pay an Agency Service Fee to the Union. Such Agency Service Fee shall not exceed regular Union Dues. At the election of the employee, said Agency Service Fee may be deducted from the employee's wages upon presentation of a signed authorization form, provided by the Union, to the Town Treasurer.

The Union agrees to indemnify the Douglas School Committee and/or the Town of Douglas harmless against all claims, suits, or other forms of liability arising out of the deductions of such Agency Service Fee from an employee's pay or out of application of this Article.



CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, _____, hereby authorize my employer to
(Print Name)

deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____

Social Security Number _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Employer _____
Original to Employer _____ L-3074-Printed in U.S.A.  Copy to Local Union _____

Union dues are not deductible as charitable contributions for Federal Tax purposes.

ARTICLE 5 MANAGEMENT RIGHTS

Nothing in this Agreement shall limit the Douglas School Committee and the Superintendent or his/her designees in the exercise of its functions as management and in the direction and supervision of the school system. This includes, but is not limited to, the following rights, powers, responsibilities and authority without bargaining with the Union: to direct and control all the operations and services of the District and its schools; to determine the organization, location and the number of employees of the District and its schools; to determine the level of services to be provided; to determine the standards for appearance of employees, to increase, diminish, or change operations of the District in whole or in part, to purchase or lease materials, tools, equipment, goods or services, to schedule and grant leaves, including vacation and personal days and placing employees on sick and administrative leave, to schedule and enforce work hours, including the setting or modification of the daily and yearly school and class schedule, to change shift assignments, to relieve employees due to the incapacity to perform duties, to have the right to require an alcohol and drug test subject to the Supreme Judicial Court precedent regarding drug testing, to require and assign overtime; increase or decrease the number of jobs and to change job duties, hire seasonal and or substitute cafeteria employees; change processes; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire, suspend, demote, discipline, or discharge; transfer or promote; layoff because of lack of work, fiscal exigencies, or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; determine standards of proficiency in food service skills; and define the work week for each employee.

Failure of management to exercise any of the rights expressly stated or implied here, shall not be deemed a waiver.

It is understood and agreed by the parties hereto that the School Committee does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives. This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with a cafeteria employee's training and ability, regardless of whether the exact duty is listed in any written job description.

Furthermore, it is agreed that taking or consuming drugs or alcoholic beverages or being under the influence of drugs or alcoholic beverages during any period of the day shall be grounds for discharge from employment with the Douglas School District.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the School Committee; the adoption of reasonable policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement, and will not be a matter subject to grievance or arbitration. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the School Committee under the laws of the Commonwealth.

During an extreme emergency (e.g., weather emergency) the school District will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this agreement.

Both parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement.

ARTICLE 6 CLOTHING/APPEARANCE

Cafeteria employees will wear an Apron/Smock provided by the School Committee as a condition of employment. At the start of each school year, the school district shall provide three (3) new aprons to each employee.

The District will reimburse each cafeteria employee an amount up to \$150.00 per fiscal year for the purchase of non-slip/slip resistant work shoes (no high-heels, open-toed or opened heel shoes) to be worn as a condition of employment. The reimbursement is conditioned upon submission of an original store receipt showing the purchase occurred between August 1st – May 31st of the applicable fiscal year. The reimbursement can be for no more than two (2) pairs of shoes and cannot exceed the total benefit (\$150.00) for both pairs of shoes.

Five (5) cotton blend short and/or long sleeve T-shirts with the school system logo, shall be provided by the school district to each employee annually at the start of each school year. The district will choose the shirt and logo and the shirts must be worn every day for work. Employees must submit, via email to the Food Service Director and Business Manager, their request for style (short sleeve, long sleeve, or combination of short and long sleeve) and size of shirts before the end of the prior school year. Cafeteria employees will report to work in neat and professional attire.

No watches, wrist jewelry, rings (except wedding bands), or artificial nails are to be worn/used in the kitchen due to food safety issues.

Hats, hairnets, or head wraps are required to be worn in the kitchen for food protection purposes.

ARTICLE 7 GRIEVANCE PROCEDURE

A “grievance” is defined as an actual dispute arising as a result of the application or interpretation of one or more express terms of this Agreement provided, however, that any matter reserved to the discretion of the District by the terms of this agreement, or arising before or after the dates of this Agreement, will not be subject to this grievance procedure nor construed as being grievable.

Any grievance arising between the Employer and the Union and an employee represented by the Union shall be resolved in the following manner:

A Union representative may be present at any step in the grievance procedure. Any failure of the Union to present a grievance within the time frames presented below will result in the waiver of its right to present the issue. The parties may agree to modify the timelines herein through the Business Agent and Superintendent or his/her designee.

Any meeting with reference to the informal procedures may be held during work hours. All other grievance meetings will be arranged at a mutually satisfactory time on the school grounds or at the Superintendent’s office.

Informal Procedure – The grievant and the Union Steward may meet with the Building Principal or his/her designee, to attempt to settle a grievance at any time prior to the deadlines in Step 1.

1) **Level One** – In the event the grievance is not resolved informally, the grievant and the Union Steward must present the grievance in writing on a form provided by the Union, to the Building Principal or his/her designee within ten (10) days from the day of the event upon which the grievance is based or the day when the aggrieved employee(s) should have had knowledge of the event. The grievant shall state the specific article or articles of the contract he or she believes has been violated. The Building Principal or his/her designee will have ten (10) days to issue a decision on the grievance.

2) **Level Two** – If the Union is dissatisfied with the result at Level One, the Union shall request a meeting with the Superintendent within five (5) days of the Level One decision. The Superintendent, or his/her designee, may meet with the employee and his/her Union Representative and shall issue a written decision within fifteen (15) days in an effort to settle the grievance.

3) **Arbitration** – If the grievance is subject to arbitration, the Union shall within ten (10) days after the Employer's answer at Level 2, notify the Superintendent in writing of its intention to proceed to arbitration, and the parties shall thereupon attempt to agree to the choice of the arbitrator. If the parties are unable to agree on an arbitrator, the Union shall, within ten (10) days of the arbitration petition, request the **American Arbitration Association** or the **Massachusetts Board of Conciliation and Arbitration** designate an arbitrator in accordance with the Association or Boards then existing rules and regulations, by submitting a demand for arbitration. The costs of an arbitrator will be divided equally between the employer and the union.

An arbitrator so selected shall schedule a prompt hearing at which time he/she shall have the power to make a determination of fact on the questions submitted to him/her and apply them to the provision of the Agreement alleged to have been violated, so long as the matter is one which is subject to arbitration under the terms of this Agreement and so long as it is submitted to him/her in accordance with the procedure herein specified. In interpreting and applying the provisions of this Agreement, which are subject to arbitration and in making findings of fact in connection therewith the arbitrator's interpretation must be in accordance with the Agreement. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify, or modify any terms of this Agreement and

may only interpret such items and determine such issues as may be submitted to him/her by the parties.

The arbitrator shall be bound by the facts and evidence submitted to him or her and may not go beyond the term of this Agreement in rendering his or her decision. No such decision may include or deal with any issue or matter, which is not expressly made subject to arbitration under the terms of this Agreement. The decision of the arbitrator shall be in writing and shall be final and binding upon the Employer, the Union and the employee(s) involved.

The arbitrator shall not render a decision contrary to state or federal law. Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Parties who order the transcript shall share the expense of providing a copy of the transcript to the arbitrator. Grievances may be settled without precedent at any stage of this procedure. The arbitrator shall decide any dismissal cases based upon the "Good Cause" standard of proof.

The time limits set forth in this Article may be extended by mutual agreement of the parties.

ARTICLE 8
SALARY, LONGEVITY, STIPENDS

Substitute cafeteria employees will be paid at the Probationary Rate.

STEP	FY 2025		FY 2026		FY 2027	
	Kitchen Manager	General Helper	Kitchen Manager	General Helper	Kitchen Manager	General Helper
	5.00%	5.00%	4.00%	4.00%	4.50%	4.50%
Probationary	\$19.10	\$15.99	\$19.86	\$16.63	\$20.76	\$17.38
1	\$19.34	\$16.12	\$20.11	\$16.76	\$21.02	\$17.52
2	\$19.58	\$16.32	\$20.37	\$16.97	\$21.28	\$17.73
3	\$19.82	\$16.52	\$20.62	\$17.18	\$21.54	\$17.95
4	\$20.08	\$16.73	\$20.88	\$17.40	\$21.82	\$18.18
5	\$20.33	\$16.94	\$21.14	\$17.61	\$22.09	\$18.41
6	\$20.58	\$17.15	\$21.40	\$17.83	\$22.37	\$18.63
7	\$20.83	\$17.37	\$21.67	\$18.06	\$22.64	\$18.87
8	\$21.09	\$17.58	\$21.94	\$18.28	\$22.93	\$19.10
9	\$21.36	\$17.80	\$22.21	\$18.51	\$23.21	\$19.34
10	\$21.63	\$18.40	\$22.50	\$19.13	\$23.51	\$19.99
SS15	\$22.28	\$18.95	\$23.17	\$19.71	\$24.21	\$20.59

The District reserves the right to place a newly hired cafeteria employee on any step of the salary schedule based upon proven work experience. In no case will a newly hired employee be placed on a step above the highest paid employee. A General Helper who is paid at Step 10 in the salary grid, and is promoted to a Kitchen Manager position, shall be paid at the Step 2 Kitchen Manager hourly rate of pay in accordance with the above wage matrix, from the first day of said new position. Although the General Helper who is promoted to Kitchen Manager is subject to a probationary period, he/she shall be paid at the hourly rate as specified previously, and not the probationary rate.

Out of Grade Differential:

A General Helper who is designated to cover for a Kitchen Manager in his/her absence, at the direction of Kitchen Manager or Food Service Director, shall continue in said capacity for the duration of the existing Kitchen Manager's leave. While acting in this capacity, the General Helper shall be paid an additional \$1.50 per hour for all hours worked from the first moment worked on the second

day of said assignment, and retroactive to the first moment on the first day of the temporary assignment.

LONGEVITY: Cafeteria personnel who continue to be employed by the School District will be eligible for a longevity payment that will be paid at the end of each fiscal year in which a person completes the following years of service:

10 Years	\$ 350.00
15 Years	\$ 500.00
20 Years	\$ 850.00
25 Years	\$ 1,250.00
30 + Years	\$ 1,750.00

ARTICLE 9 REDUCTION IN FORCE

Reduction in Force: In the event that it becomes necessary for the School Committee to reduce the number of permanent cafeteria employees through lay-off, the District will consider seniority and qualifications but will generally lay-off the least senior employee first.

Recall: Cafeteria employees who are laid off will be eligible for re-employment for a period of one year following the date of separation. Cafeteria employees will be eligible to fill any latter positions or lesser positions provided that he/she is qualified to fill such position that may arise within the Douglas school system that are within the bargaining unit. If a position is one that requires training (i.e. Kitchen Manager), qualifications and training may be considered in recalling employees.

It shall be the responsibility of the cafeteria employee who is laid off to inform the Superintendent or his/her designee of his or her current address. The district will notify a laid off employee of his or her recall rights by certified mail to the address of record. A recalled employee will have seven (7) calendar days to respond after signing for the certified mail or has been deemed undeliverable through due diligence of the Employer, to a recall or he will forfeit the position.

ARTICLE 10 SENIORITY

Seniority will be determined by an employee's continuous length of service within the bargaining unit, computed from the first date of full-time employment as a permanent employee. A cafeteria employee on an approved leave of absence will continue to accrue seniority. The employer will provide a seniority list to the Union upon request one time per year. Discharge or a voluntary quit/resignation will result in a break of service and elimination of all accrued seniority.

ARTICLE 11 WORK SCHEDULES

A cafeteria employee's normal paid workday will be established at the start of each school year. Employees working less than four (4) hours will not receive paid break periods. Employees working more than four (4) hours but less than six (6) hours will receive one fifteen (15) minute paid break period. Employees working more than six (6) hours will receive one fifteen (15) minute paid break period and one thirty (30) minute paid meal period.

Time Clocks: Each employee covered by this Agreement shall properly and accurately record his/her own time on the time clock provided by the employer. Each employee is required to punch in his/her time card before starting work, and shall punch out his/her time card directly upon completing his/her work shift.

Overtime: Cafeteria employees will receive overtime after forty (40) hours of work in a week or after eight (8) hours in a particular day. Overtime shall be compensated at the rate of time and one-half (1½) times the hourly rate, except for Sundays and holidays, which shall be compensated at the rate of two (2) times the hourly rate. Bargaining unit employees will be offered overtime based on seniority. All overtime must be approved, in advance, by the Food Service Director or Business Manager. If staff in that school does not respond, the Food Service Director or Business Manager will make the determination.

After-school Activities and Special Events: All bargaining unit members working after-school activities or special events, outside of their normal work schedule, will be paid in accordance with the overtime provision stated above. Assignment of personnel in each school shall be done by seniority within the school and will be rotated to allow all employees the opportunity to earn overtime.

All overtime must be approved, in advance, by the Food Service Director or Business Manager. If staff in that school does not respond, the Food Service Director or Business Manager will make the determination.

ARTICLE 12 **HOLIDAYS**

HOLIDAYS: All employees covered by this Agreement shall receive the following paid holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Patriot's Day
Memorial Day
Labor Day***
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

***Only those employees reporting to work prior to Labor Day will receive Labor Day as a paid holiday.

In order to be eligible for holiday pay, the employee must work their scheduled day before and their scheduled day after the holiday, unless the Employer gives the employee permission not to be in attendance those days.

ARTICLE 13 **VACANCIES & PROMOTIONS**

All cafeteria promotions/vacancies within the bargaining unit will be posted and made according to seniority subject to a determination of qualifications by the appropriate Building Principal, Food Service Director and/or Business Manager.

A promotion/job change that involves a change of school will be subject to the approval of the building principal.

ARTICLE 14 PAID LEAVES OF ABSENCE

Sick Leave: Each employee is entitled to sick leave with full pay up to ten (10) working days in each year. Sick leave shall be accumulated at the rate of one (1) day per month beginning the first day of the month in which the employee was hired. Sick leave will not be available for use until the month following the accrual.

Unused sick leaves shall accumulate from year to year, so long as the employee remains continuously in the service of the Committee, up to, but not in excess of one hundred and twenty-five (125) working days.

A doctor's certificate of fitness shall be presented upon return to work if requested by the Food Service Director, after three (3) consecutive days out. If there is a suspicion of sick leave abuse, the District reserves the right to request said certificate after one (1) or two (2) days out.

In the event of bona fide serious, long term illness requiring the employee's absence from work for more than thirty (30) continuous work days and if said employee has used all of his/her accrued sick time, other bargaining unit members may donate, at the employee's discretion, up to ten (10) sick days to said employee in any one contractual (fiscal) year. The donated days will be deducted from each donating employee's accrued sick time. For purposes of this section uncomplicated childbirth (maternity leave) will not be considered a serious long term illness.

Upon request, prior to October 1 of each school year, each employee shall be given a statement showing the number of days of accumulated sick leave to his/her credit as of the beginning of the fiscal year.

When an employee is unable to work due to illness or non-occupational injury, the employee may use sick leave, not to exceed the limit of the employee's accrued sick leave. The Business Manager must be satisfied that the leave is caused by the employee's illness. A doctor's certificate may be required by the Business Manager in connection with a claim for sick leave use including future sick leave. When a pattern of absences of any duration raises a concern of serious illness or suspicion of an abuse of sick leave or when the Business Manager has reason to believe that an absence is not due to the employee's illness. The District reserves the right to require an independent medical examination.

If an employee refuses to submit a requested certificate, the Business Manager, subject to the Building Principal's authority, shall be entitled to refuse sick leave and/or take disciplinary action as may be appropriate.

A cafeteria employee must call in advance of the shift he or she will be absent from to the appropriate Kitchen Manager or Food Service Director at least one hour prior to the start of the shift unless it is an emergency situation. In such occasion, the employee will give as much notice as possible.

Bereavement Leave

Bereavement Leave is applicable to scheduled work days only.

- 1) Five (5) days of paid leave shall be allowed in the event of the death of an immediate family member. Immediate family is defined as husband, wife, mother, step-mother, father, step-father, sister, step-sister, brother, step-brother, son, step-son, daughter, and step-daughter. Paid bereavement leave may be used in consecutive or non-consecutive days. Memorial services and/or celebrations of life shall qualify for paid bereavement leave.
- 2) Three (3) days of paid bereavement leave shall be allowed in the event of the death of a grandparent, grandchild, father in-law, mother in-law, brother in-law, sister in-law, son-in-law, daughter in-law, and the grandparent of the employee's spouse. Paid bereavement leave may be used in consecutive or non-consecutive days. Memorial services and/or celebrations of life shall qualify for paid bereavement leave.
- 3) A one (1) day leave shall be allowed without loss of pay to permit an employee to attend the funeral of an aunt or uncle.
- 4) Bereavement leave must be approved by the Superintendent prior to commencing. Additional days may be granted by the Superintendent. Bereavement pay shall not be in addition to vacation or holiday pay.

Personal Leave

Employees may be granted up to two (2) days leave of absence in each contract year for personal matters that require absence during work hours. Application for leave must be made at least forty-eight (48) hours before taking such leave, except in case of emergency, and approved by the Food Service

Director or his/her designee. Personal leave will not accumulate from year to year.

Jury Duty

An employee who shall be required to serve on a jury on days s/he is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his/her base wages for the first three days, or a part thereof, for such juror service, at his/her regular straight time.

Any employees reporting to jury duty and released or dismissed from jury duty are expected to report for the remainder of their shift.

An employee seeking compensation in accordance with this section shall notify the building Principal and the Business Manager after receipt of the selection for jury duty and shall furnish any and all documentation from the Court verifying the employee's attendance at jury duty.

ARTICLE 15 **LEAVES WITHOUT PAY**

Upon written request leaves of absence without pay may be granted by the Superintendent. All requests for extension or renewals of leaves, other than sick leave, will be applied for in writing, and if approved, granted in writing.

Family and Medical Leave Act: The employer shall provide Family and Medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA).

Small Necessities Leave Act: The employer shall provide Small Necessities leave in accordance with the Small Necessities Leave Act, MGL Ch. 149 Sec. 52D (SNLA).

Military Leave: Military leave will be given in accordance with State and Federal Law.

Parental Leave Act: The district will comply with the Parental Leave Act of 2015.

ARTICLE 16
EMPLOYEE'S RESPONSIBILITY REGARDING LEAVES

During any approved unpaid leaves, the employee is responsible for full cost of any benefits to which he/she wishes to subscribe unless otherwise required by law.

ARTICLE 17
HEALTH INSURANCE

Health insurance benefits and options pursuant to this agreement are provided by the Town of Douglas.

ARTICLE 18
PROTECTION/WORKER'S COMPENSATION

Employees will immediately report all cases of injury suffered by them in connection with their employment to the Superintendent in writing. All employees will be eligible for Workmen's Compensation. Employees agree to assist in the filing and processing of Worker's Compensation claims up to and including a Board decision.

ARTICLE 19
NO STRIKE CLAUSE

During the term of this Agreement, no employee shall cause to participate in any strike or work stoppage as defined in Chapter 150E, Section 9A(1) as follows: "No public employee or employee organization shall engage in a strike, work stoppage, slow-down, or withholding of services by such employees."

ARTICLE 20
STEWARD

The identification of one (1) Union Steward and other representatives will be furnished to the employer immediately after their designation and the Union will notify the employer of any changes.

The Union Steward will be responsible for the investigation, presentation, and settlement of grievances in accordance with the provisions of the collective bargaining agreement. It is understood that the investigation of grievances shall not

interfere with the education process or with the normal operations of the schools. Requests for time shall be made to the Food Service Director. Any time granted pursuant to this article will not count towards the accumulation of hours for the purposes of overtime. The employer shall have the authority to impose discipline, up to and including discharge, in the event the steward uses release time for personal business or other matters beyond the scope of his/her union steward responsibilities.

ARTICLE 21 **NON-DISCRIMINATION**

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

ARTICLE 22 **SAVINGS CLAUSE**

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

ARTICLE 23 **STABILITY OF AGREEMENT**

No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.

The failure of the District or the Union to insist on any one or more incidents, or upon performance of any of the terms or conditions of the agreement, will not be considered as a waiver or relinquishment of the right of the District or the Union to future performance of any such terms or conditions, and the obligations of the District and the Union to such future performance will continue in full force and affect.

ARTICLE 24 HEALTH AND SAFETY

All equipment that is required to be used in the operation of the school lunch program as determined by the Food Service Director, shall be maintained in working order. Any equipment that poses a risk to the safety of cafeteria personnel shall be taken out of service until such time that the risk posed is corrected. The district will address the issue in a timely fashion.

ARTICLE 25 TRAINING

All regular employees who are employed as part of the school food service program shall be "Serve Safe" certified.

All regular food service staff will be paid their regular hourly rate for all mandated trainings that are required by the district, for time involved in training, less their normal commute time, if the training is performed off-site during the employees regular working hours. Employees attending these trainings will also be paid mileage, tolls, and parking reimbursements according to town/district policies, if applicable.

Food service staff may make a request to the Food Service Director, in writing, to be able to attend a training. If the request is approved, the district will pay for the training. This will be at the discretion of the school district depending on available funding and applicability to the employee's food service position. The request must be pre-approved prior to registering for any such training.

All Kitchen Managers and managers in training/backup managers are required to maintain CPR/Choke Safe, Servsafe Manager certifications, and Allergen Training per Board of Health (BOH) and Department of Elementary and Secondary Education (DESE).

ARTICLE 26 JOB DESCRIPTIONS AND EVALUATIONS

Cafeteria Workers' job descriptions for the positions Kitchen Manager and General Helper and evaluation form shall be prepared subject to review and approval of the School Committee and the Union.

All Cafeteria Staff shall be evaluated by the Food Service Director, with input from the Building Principal, annually prior to the end of the school year.

ARTICLE 27 **DURATION**

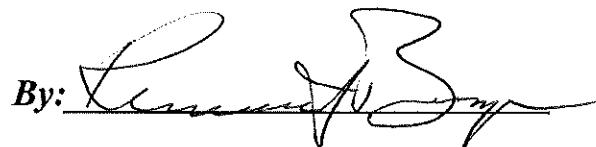
This Agreement will take effect on the **July 1, 2024** and remain in full force and effect until **June 30, 2027**. This represents the full and final agreement of the parties.

All wages, other forms of compensation and contractual benefits shall be paid retroactive to July 1, 2024.

THIS AGREEMENT is subject to ratification by the Douglas School Committee and by the Teamsters Union Local #170.

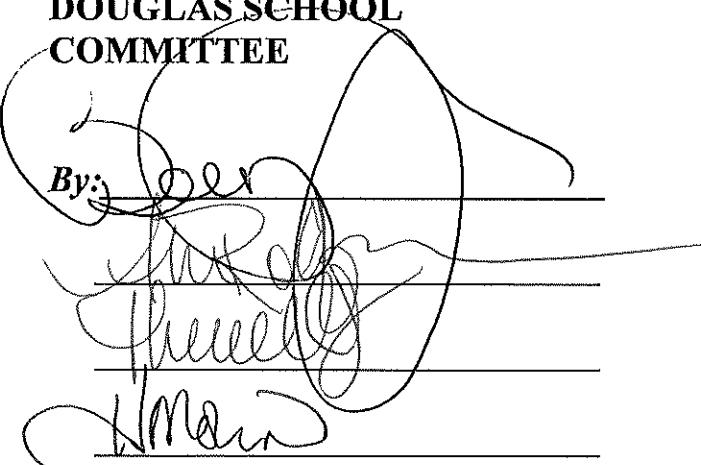
This Agreement has been executed by duly authorized representatives of the Douglas School Committee and Teamsters Union Local #170.

**TEAMSTERS UNION
LOCAL #170**

By: 

Date: 7/26/24

**DOUGLAS SCHOOL
COMMITTEE**

By: 

Date: 7/26/2024