

Agreement between the
East Longmeadow School Committee

And

East Longmeadow Schools Food & Commercial
Workers Association



July 1, 2024 – June 30, 2027

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AGREEMENT

This Agreement, entered into as of this **5th day of August 2024**, by and between the East Longmeadow School Committee and its successors or assigns in whole or in part, with its place of business located in East Longmeadow, Massachusetts, hereinafter called the "Employer" and the East Longmeadow Cafeteria Workers Association, and its successors and/or assigns, hereinafter called the "Association."

WITNESSETH: WHEREAS it is the intent and purpose of the Employer and the Association to promote and improve labor management relations between them and to set forth herein the basic terms of their Agreement covering wages, hours and conditions of employment to be observed by the Employer, the Association, and the Employees.

NOW, THEREFORE, in consideration of the mutual promises and agreements between the parties hereto and in consideration of their mutual desires in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

ARTICLE 1 - MANAGEMENT RIGHTS CLAUSE

The operation of the East Longmeadow Public Schools, including the supervision of employees and their work, is the right of the Public Schools as the Employer. Accordingly, the establishment of reasonable rules to assure orderly and effective work, the determination of what, when, and where duties will be performed, equipment to be used in operation of the Public Schools' business, the right to lay off employees due to lack of work, the determination of employees' competency, hiring, transfer, promotion, demotion, layoff, removal of job positions, addition of job positions, discipline or discharge of employees, preparation and revision of job descriptions and working schedules with advance notice to the Association, are rights of the Employer alone, subject to other provisions of this Agreement. The East Longmeadow Public Schools retains all management prerogatives, including those not specifically listed in this Article or unless such management prerogatives are otherwise limited by the provisions of this Agreement. It is acknowledged that, notwithstanding this Article, the Public Schools continues to have an obligation to negotiate with the Association over decisions involving mandatory subjects of bargaining as prescribed by State Law, specifically, Massachusetts General Laws Chapter 150E.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Association for the purpose of Collective Bargaining as the exclusive Representative of a unit consisting of all full-time and regular part-time cafeteria Employees of the East Longmeadow Public Schools, , excluding the Manager at the High School, the Manager at Birchland Park School, the Secretary, and the Director of Food Service, ~~and~~ all substitute cafeteria workers and **all other employees of the East Longmeadow Public Schools.**

ARTICLE 3 - ASSOCIATION SECURITY

Section 1

While the U.S. Supreme Court's Decision in Janus v. AFSCME, Council 31, et al., 138 S. Ct. 2448 (2018) remains in effect, it is agreed that an employee may choose to become a member of the Association not later than the thirtieth (30th) calendar day following the beginning of their employment or the effective date of such agreement, whichever is later or, in lieu of joining the Association and paying Association membership dues, voluntarily agree to pay an "agency" or fair share fee to the Association. Such voluntary agency or fair share fee shall be paid on the thirtieth (30th) day following the beginning of employment or the effective date of such agreement, whichever is later. The Association agrees to indemnify and hold the School

Committee and its agents harmless from any form of liability arising from the assessment and collection of membership dues or voluntary agency/fair share fees.

Section 2

Up to the first ninety (90) work days of an Employee's employment, they shall be on probation and may be discharged without cause with no recourse to the Association or the Employer.

ARTICLE 4 – CHECKOFF

Section 1

The Employer agrees that it will deduct from the wages of the Employees the initiation fees, dues, and arrearage uniformly required by the Association **as well as voluntary agency or fair share fees**, provided it has a written authorization in a form authorized by law from the Employee. Monies will be deducted on a weekly basis and forwarded to the Association by the tenth (10th) of the month together with a list of the Employees from whom such deductions were made, and **their** date of hire.

Section 2

The Employer agrees to forward to the Association a copy of a completed Check off Authorization form for each new hire at the end of each month.

Section 3

The Employer agrees to notify the Association in writing on a monthly basis of all newly hired Employees, their classification and also the dates of resignation via the School Committee Agendas.

Section 4

Upon failure to tender **their initiation fee or** dues to the Association within the period and under the conditions specified in Section 1 above, the Association shall notify the Employer in writing of such failure, and the Employer shall, upon receipt of such notice, and not more than seven (7) days thereafter discharge the Employee.

Section 5

The Employer reserves the right to select the applicant to be hired, but there shall be no discrimination against any applicant by reason of membership or non-membership in the Association.

ARTICLE 5 – POLITICAL CHECKOFF

The Employer agrees to deduct from Employees' wages any voluntary contributions to the Association's Active Ballot Club (ABC) provided it has written authorization from the Employees and to forward the same to the Association with a list of the Employees from whom such deductions were made.

ARTICLE 6 – ASSOCIATION BUSINESS

Section 1

A. Representatives of the Association may visit the Employer's facility for the purpose of discussing grievances.

B. It is understood that the discussing of grievances and other Association matters with Employees shall not interfere with the preparation, clean up, cashiering, or essential functions of serving lunch.

Section 2

The Employer agrees to provide space for the Association to post notices.

Section 3

Time off without loss of wages, benefits or other privileges will be granted to two (2) Association Negotiating Committee members for the attendance **at** negotiating sessions, where a scheduling conflict occurs.

Section 4

The Association shall be permitted to use the facilities of the Employer for the transaction of Association business relative to members working at the Employer's facility, as long as Association business does not interfere with any scheduled school activities or job functions of the District.

ARTICLE 7 – ASSOCIATION STEWARDS

Section 1

The Association reserves the right to designate an Association Steward. The Employer shall allow one (1) Association Steward one (1) day off, without pay, to attend the Local Association's Annual Steward Seminar.

Section 2

The Association shall supply the Employer with a list of Association Stewards.

Section 3

The Association Steward shall be empowered to discuss and investigate the adjustment of problems and grievances with the Employer.

Section 4

(Subject to this Article and Article 5) No Employee shall suffer any loss in pay or other benefits as a result of their Association activities.

ARTICLE 8 – GRIEVANCE AND ARBITRATION

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to problems, which from time to time may arise and affect the conditions of employment of the Cafeteria Workers covered by this Agreement. The School Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved. The time limits which exclude Saturdays, Sundays, and holidays will be considered as maximal unless extended by mutual agreement in writing. The Association will have the right to be present at all levels of the grievance procedure and present its views.

A. DEFINITION: A "grievance" shall mean a complaint of an actual or supposed violation, misinterpretation, of the provisions of the Agreement. As used in this Article, the term "Cafeteria Worker" shall mean also a group of Cafeteria Workers having the same grievance.

B. STEPS OF PROCEDURE:

Step One: A Cafeteria Worker with a grievance will first discuss it with the Director of Food Services either directly or through the Association with the object of resolving the matter informally.

Step Two: If the grievance is not resolved to the satisfaction of the Association or the aggrieved at the Step One level, or if no decision is rendered after ten (10) days, from the presentation of the Step One, the individual or the Association may refer the grievance to the Assistant Superintendent for Business in writing.

Step Three: If the grievance is not resolved to the satisfaction of the Association or the aggrieved at the Step Two level, or if no decision is rendered after ten (10) days from the presentation of the Step Two, the individual and/or the Association may refer the grievance to the Superintendent of Schools in writing.

Step Four: If within ten (10) days after the Step Three hearing, the Superintendent has not rendered a written decision or the grievance is not resolved to the satisfaction of the Association or the aggrieved, the individual or the Association may request in writing to the secretary of the School Committee that the matter be placed on the agenda of the next regularly scheduled School Committee meeting. The School Committee will render its decision to the Association in writing within fifteen (15) days after said meeting.

Step Five: If the grievance is not resolved to the satisfaction of the Association or the aggrieved, upon receipt of the written decision of the School Committee, the Association may submit the grievance to arbitration.

If so, it may, by giving written notice to the School Committee, submit the grievance to binding arbitration within fifteen (15) days after receipt of the written decision from the School Committee. Within ten (10) days after such written notice of demand for arbitration, the School Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. It is hereby noted that the services of the State Board of Conciliation and Arbitration are available for this purpose to municipal Employers and Employees. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, either party may make a request for a list of arbitrators to the American Arbitration Association. If the services of the American Arbitration Association are used, the parties are bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected will confer with the representative of the School Committee and the Association and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the hearing, or no later than twenty (20) days after the filing of any post-hearing briefs by the parties, whichever is later, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her **findings** of fact, reasoning, and conclusions on the issue 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 violates the terms of the provisions of this Agreement. The award and decision made in any such arbitration shall be final and binding upon the School Committee, the Association, and the aggrieved Cafeteria Worker. The direct expenses, if any, of such arbitration shall be shared equally by the School Committee and the Association, but each party shall bear its own expenses for the preparation and presentation of its case.

C. If a Cafeteria Worker does not file a grievance in writing with the Association and the written grievance is not forwarded to the Superintendent within fifteen (15) days after the Cafeteria Worker knew or should have known of the act or conditions on which the grievance is based, and then the grievance shall be considered waived. Furthermore, if the next step in the grievance procedure is not acted upon within the number of days specified or within twenty (20) days where no time limit is specified, then the grievance shall be considered waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to the grievance procedure at Step Four.

D. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the Public Schools of East Longmeadow for any Cafeteria Worker involved in presenting such grievance.

E. If the School Committee or the Superintendent shall have a grievance against the Association or any Cafeteria Worker thereof on the basis that they are not abiding by the terms of this Agreement, the Superintendent shall meet with the Cafeteria Worker or Cafeteria Workers at the most informal level possible to discuss the grievance and if satisfaction is not obtained, may forward it to the Association. At any discussion of a grievance by the Superintendent with a Cafeteria Worker or Cafeteria Workers, the latter will have the right to representation by the Association. If the Superintendent cannot settle the grievance to his/her satisfaction, the Association shall meet with the Committee within ten (10) days following receipt of a written request for such a meeting. This request will include a written statement of the grievance. If, after fifteen (15) days the School

Committee is not satisfied with the disposition of the grievance, it may, by giving written notice to the Association, demand the grievance be submitted to binding arbitration. The procedure, terms, and conditions of arbitration are to be the same as under Step Five preceding.

If the Association agrees that a grievance instituted under the foregoing provisions against a Cafeteria Worker or group of Cafeteria Workers is justified and makes every effort to remedy the situation, the School Committee agrees not to institute arbitration proceedings against the Association. If the Cafeteria Worker or Cafeteria Workers involved, after warning from the Association that the act(s) is/are contrary to this Agreement, continues such act(s), the School Committee may use whatever legal means are at its disposal to correct such action(s) and the Association agrees that it will not institute arbitration as a result of such legal use of authority by the School Committee.

ARTICLE 9 – TEMPORARY VACANCIES/COMPENSATION

Section 1

When a cafeteria Employee of a lower paying job title is assigned on a temporary basis to fill a vacancy for an Employee of a higher paying job title for any period of time, the cafeteria Employee shall be entitled to the higher pay rate beginning with the first day.

Section 2

- A. The Superintendent or his/her agent shall be responsible for filling temporary vacancies due to promotion, transfer, discharge, death, personal illness, family illness, vacation, or retirement. Temporary vacancies are defined as vacancies which will not normally exceed six (6) months.
- B. In filling vacancies, the following will be considered:
 1. Experience, overall performance, and qualifications for the new position.
 2. Length of service in present classification when being transferred within grade or to a higher grade.
 3. When all factors which comprise experience, performance and qualifications are equal, preference will be given to current senior Employees in filling vacancies.

ARTICLE 10 – SENIORITY

Section 1

- A. Seniority is defined as the length of continuous employment with the Employer from the first day of actual employment; regardless of when during the year such date shall occur. In the event two (2) people have the same seniority date, the person with the earlier date of application for original employment shall have greater seniority.
- B. Layoffs and recalls will be made on the basis of seniority.

Section 2

Full-time Employees laid off because of lack of work shall be offered first priority for less than full time work, which includes first priority over part-time workers **which includes first priority over part-time workers, provided that they have the qualifications to perform this work.**

Section 3

Notification of layoff for all Employees shall be two (2) week's notice or two (2) week's pay in lieu of notice. This does not include layoffs as a result of an "Act of God," i.e. major building damage caused by severe weather, fire, etc.

Section 4

“A non-probationary Employee who has been laid off shall be entitled to recall rights for a period of time equal to the length of his/her continuous service on the effective date of layoff but under no circumstances more than two (2) years.” Recall of all Employees who have been laid off **to positions for which they are qualified** shall be made as follows: Employee shall be notified by registered or certified mail sent to the last address given the Employer by the Employee. If the Employee fails to return to work within five (5) working days of the date of mailing, or fails within the same time period to give an acceptable reason for not reporting, he/she shall be terminated.

Section 5

The Employer agrees to furnish the Association once a year with an up-to-date seniority roster of all the Employees covered by this Agreement, showing the Employee’s name, classification, and date of hire.

Section 6

When the Employer determines that reductions and/or layoffs are necessary, the Employer and the Association shall meet to discuss the application of the provisions set forth in this Article prior to any reductions or layoffs.

Section 7

A. Promotion - As vacancies occur, first consideration will be given to present Employees. Every effort will be made to promote from within. Jobs will be awarded on the basis of experience, overall performance, and qualifications.

B. Posting – A vacancy in job classification, which is other than temporary, shall be posted on the Association bulletin board for a period of seventy-two (72) hours, not to include Saturdays or Sundays. The date and time of the end of the posting period shall be marked on the notice. Postings for open positions will also be posted on the District Web-site and School Spring (www.schoolspring.com).

C. Bidding – Employees desiring to bid on the opening may do so by submitting a completed bid to the Employer within twenty-four (24) hours of the close of the posting period.

D. Advance Bidding – An Employee who desires a transfer or promotion shall notify the Employer by signing an advance bid log under the desired job classification. The log will be maintained in the Employer’s office. Advanced bids will be considered with the bids submitted at the time of the posting.

Section 8

An Employee’s seniority shall terminate and he/she shall cease to be an Employee of the Employer upon the occurrence of any one of the following events:

- A. Voluntary quit.
- B. Discharge for just cause.
- C. Failure to return to work within the time allowed after a layoff or on the expiration of a leave of absence.

ARTICLE 11 – LEAVE OF ABSENCE (WITHOUT PAY)

Section 1

The School Committee and the Association recognize that there are certain circumstances beyond the control of a Cafeteria Worker or circumstances when a professional person wishes to participate

in an educational activity other than working in the local schools which justify a leave of absence without pay, especially since it is to the advantage of the East Longmeadow Public Schools to have successful Employees remain in the system.

A. Unless stated otherwise, requests for leave of absence by the Cafeteria Worker and response by the School Committee shall be in writing. The Cafeteria Worker's request should be submitted at least forty-eight (48) hours in advance.

B. Unless stated otherwise, no increment and/or sick leave will accrue during the leave period.

C. Cafeteria Workers on extended leave under this section shall notify the School Committee by April 1 of the school year in which the leave expires of their intention to return.

D. The School Committee will make every effort to return the Cafeteria Worker to the same or nearly the same last held position.

E. Cafeteria Workers requesting or on such leave will keep the School Committee fully informed of their status, especially where a change in plans is anticipated. In the case of leaves involving health, the School Committee has the right to require periodic medical verification of the need for continued leave.

F. Additional leaves of absence may be granted by the School Committee. Specified leaves under this section are as follows:

1. Any Cafeteria Worker who exhausts his or her account of approved sick leave days shall be eligible for an unpaid leave of absence of up to one (1) calendar year after sick leave days have been exhausted in order to recover from personal illness that prevents the Worker from performing the essential job functions of the Worker's job. Periodic doctor's certificates or medical updates may be required throughout the leave period as to the necessity for continued leave and a doctor's certificate shall be required as a condition for returning from such leave."

2. Military leave is at the present time determined by law. However, in the absence of such law, any Cafeteria Worker who is drafted or enlists in any branch of the armed forces of the United States will be given extended leave for the period during which he/she is required to serve or one (1) term of enlistment provided he/she indicated his/her availability for re-employment within six (6) months of terminating his/her military services as defined above. A Cafeteria Worker serving military duty will, on return, be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

3. A Cafeteria Worker will be granted leave without pay up to two (2) years to serve full-time in the Peace Corps, ~~and shall~~, upon return, **will** be placed on the same salary schedule prior to the leave.

4. A Cafeteria Worker shall be given to leave of absence without pay of up to one (1) year for the purpose of caring for a sick member of the Cafeteria Worker's immediate family (mother, father, sister, brother, spouse, children, mother-in-law, father-in-law, foster parents, grandparents, grandchildren and guardians). A doctor's certificate may, from time to time, be required as to the necessity for continued leave.

- 5. Leaves of absence eligible for FMLA leave approved under this Article for employees who meet the eligibility requirements for FMLA leave shall have the leave run concurrently with FMLA.**

ARTICLE 12 – EMPLOYEE CLASSIFICATION

Section 1

Regular Full-time Employees: This applies to all cafeteria Employees who are scheduled to work twenty and one quarter (20-1/4) hours or more each full week of the school year.

Section 2

New Employees shall be considered probationary Employees and shall not be eligible for any contractual benefits **under this Agreement** until they have completed the ninety (90) work days probationary period of continuous employment.

ARTICLE 13 – REST PERIODS AND LUNCH PERIODS

Section 1

All employees working four (4) or more consecutive hours shall be entitled to a fifteen (15) minute relief period.

Section 2

Employees working five (5) or more hours shall also receive one (1) twenty-five (25) minute relief period.

Section 3

Relief periods shall be paid time and considered time worked. In cases of emergency an Employee may be called back to work from a relief period; however, no Employee shall lose a relief period because of such emergency.

ARTICLE 14 – INJURIES ON THE JOB

Section 1

An injury occurring on the job is to be documented using the Town Accident/Incident paperwork that is to be submitted on the same day of the injury. In cases where injuries are sustained on the job and where the Employee is unable to work his/her scheduled hours because of said injury, such Employee shall not suffer any loss in pay for a maximum of five (5) days. The day of injury shall not be counted as one (1) of the five (5) compensable days. If, for any reason, the Employee involved is compensated for any or all of these days by the School Committee's insurance carrier, then the compensation received shall be reimbursed to the School Committee as the intent of this Article is to make the person whole and not to provide a bonus for such lost time. A doctor's note specifying the Employee is incapacitated and indicating the length of time an Employee is to be out of work may be required.

Section 2

In the event of an injury sustained on the job which does not immediately result in loss of time at work, the above provision will be applicable on the first (1st) occasion that such injury results in loss of time at work and will be considered a paid day.

Section 3

The Employer will continue to insure each Employee under the Massachusetts Workmen's Compensation Law.

ARTICLE 15 – JOB DESCRIPTION

The Employer shall provide to each Employee covered by this Agreement, and to each newly hired Employee, a copy of the Employee's job description. Whenever the Employer decides to change a classification's existing job description or institute a new one, it shall meet to negotiate the changes with the Association.

ARTICLE 16 – WORK SCHEDULES

Section 1

A schedule is merely a definition of the hours to be worked and not a statement of work assignments.

Section 2

Notification of any schedule changes must be given to Employees.

Section 3

The Parties recognize that Employees in the Bargaining Unit will be required to receive training as a result of rules issued by the Federal Government. Such mandatory training shall take place during "professional development" days when school is otherwise closed during the school year and Employees shall receive their regular rate of pay for the time spent in training.

ARTICLE 17 – HOURS OF WORK**Section 1**

Cafeteria Employees shall be compensated at time and one half (1-1/2) for extra after school hours worked during banquets and dinner events when funded by outside organizations. All other after-school hours will compensate Employees at a regular rate of pay up to eight (8) hours.

Section 2

Cafeteria Workers shall be compensated at time and one half (1-1/2) for the following:

- a. work in excess of eight (8) hours a day;
- b. work in excess of forty (40) hours a week;
- c. work in excess of five (5) days a week; and
- d. work in excess of thirty-two (32) hours a week during a holiday week.

Section 3

All hours worked on a Sunday or a holiday shall be paid at the rate of two (2) times the Employee's regular hourly rate of pay.

Section 4

Employees called in to work for emergencies will get at least four (4) hours pay.

Section 5

All extra after school hours including Sunday and holiday hours shall be scheduled from a list of volunteers on a rotation basis by seniority, qualifications, and respective school where hours are required. In the event that extra hours required to be filled remain unfilled, the Administration will fill the extra hours from a list of volunteers in the bargaining unit outside the school based on seniority. In the event shelter hours are required, those hours will be filled from the rotating volunteer overtime list.

Section 6

When the Satellite Leads are not working due to half days and professional days, they shall be offered those vacancies at the high school and middle school prior to the vacancies being offered to any substitutes.

Section 7

Employees shall be paid their regular hourly rate with a two (2) hour minimum for attendance at trainings on all School designated professional development days.

ARTICLE 18 – TIME CLOCKS

Section 1

The Employer agrees to utilize time clocks and/or sheets.

Section 2

All Employees in the Bargaining Unit shall properly record his/her time on the time clocks. For those Employees whose daily work schedule requires traveling between buildings, they shall clock out when leaving one building and clock in upon arriving at another building during the course of the work day (in addition to utilizing the time clock to identify their start and end times of the work day). Such employees shall continue to be paid based on the time recorded for starting and ending daily work.

Section 3

Payrolls shall be prepared from the time clocks.

Section 4

The Association reserves the right to examine all payroll records of Bargaining Unit Employees upon written consent.

ARTICLE 19 – PAY PROCEDURES AND DATA

Section 1

Payday – Employees shall be paid no later than Wednesday of every other week and the pay shall cover all money owed for actual hours worked the preceding workweek. The Association agrees that all employees will be on mandatory direct deposit for payroll.

Section 2

Paycheck Data – Payroll checks shall include a stub which shall contain the following items for the payroll period covered by the check: hours worked, current straight time base hourly rate of pay, date, gross wages year to date, net pay, and itemized deductions made therefrom.

ARTICLE 20 – INSPECTION OF EMPLOYEE RECORDS

Section 1

The Employer agrees that all Bargaining Unit Employees' records shall be available to authorized Association Representatives with written consent from the Employee.

Section 2

Authorized Association Representatives may examine the payroll records and/or work schedules of Bargaining Unit Employees.

Section 3

Employees desiring to review their official personnel folder will be permitted to do so by making an appointment through the Central Office. The Employee will have the right, upon request to review the contents of his/her personnel file at reasonable times in the place where such records are kept, and in the presence of the Superintendent or his designee. The Employee will be entitled to have a Association Representative accompany him/her during such review, and make copies of such materials.

Section 4

The Employee will be afforded the opportunity to put on record any statement he/she wishes to make about unfavorable information contained in the aforementioned folders. All Employees must receive a copy of material being entered into their personnel folders except references from previous Employers. No material pertaining to the Employee's conduct, service, character, or personality will

be placed in the Employee's personnel file without his/her knowledge. The Employee will be given the opportunity to review the material. The Employee will acknowledge within ten (10) school days that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Employees will also have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent and attached to the file copy.

ARTICLE 21 – EMPLOYER POLICIES

Section 1

The Employer retains the right to promulgate and to enforce written rules and regulations, not to conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operation of the Employer operations and after advance written notice thereof to the Association and the Employees.

ARTICLE 22 – PROGRESSIVE DISCIPLINE

A. Minor Infractions:

Section 1

An Employee who commits a minor infraction of the Employer's rules shall be verbally warned of such violation by the Food Service Director or their Designee. If the infraction re-occurs or becomes a continuing problem, the Employee shall be given at least one (1) written warning notice of the complaint by the Food Service Director.

Section 2

The warning notice as herein provided shall **not count** toward future disciplinary action after a period of one (1) year from the date of said warning notice providing there has been no other disciplinary action during the one (1) year.

Section 3

All copies of warning notices shall be forwarded to the Association office by the Employee.

Section 4

The Association is not required to grieve any warning notice it receives and is not in agreement with.

B. Major Infractions:

Section 1

In cases of **infractions** of a serious nature or ongoing circumstances which may in the Employer's opinion create additional problems or possible suspension of an Employee, the Employee will be afforded the opportunity to have Association Representation in a meeting with the Employee and Management. The Employee may notify their Association Representative of scheduled meetings regarding reprimands.

Section 2

An employee may be suspended pending investigation.

Section 3

In case of discharge, the Employee affected may request and shall receive from the Employer in writing the reason for said dismissal.

Section 4

The Employer shall not suspend, demote, or discharge any Employee who has completed his/her probationary period without just cause.

Section 5

When an Employee is discharged by the Employer, the Association shall be promptly notified by the Employee.

Section 6

If the Employer has reason to reprimand an Employee, it shall be done privately.

Section 7

If a discussion with a Cafeteria Worker could in any way lead to the Employee being disciplined or terminated or have any effect on their personal working conditions, the Employee may request that their Association Representative, Officer, or steward be present during such meeting. Without such representation, they may choose not to participate in the discussion.

ARTICLE 23 – RESIGNATION

The Employer shall pay all accrued vacation and any earned holidays to an Employee who resigns and/or retires provided that the Employer is given two (2) weeks advance notice. This gives the Employer an opportunity to secure replacement. The School Committee will comply with all State and Federal Laws.

ARTICLE 24 – NO STRIKES/NO LOCKOUTS

It is mutually agreed by the parties hereto that throughout the life of this Agreement, there shall be no strikes, lockouts, or stoppage of work, and that any difference or misunderstanding which may arise between the contracting parties shall be amicably adjusted by and between the parties. If no resolution is reached it shall be subject to the grievance and arbitration procedure. **Therefore, the Association agrees that neither it nor any of its officers, agents, or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, picketing, sympathy strike or withholding of services, including so-called work-to-rule, refusal to perform in whole in part duties of employment, however established, and withholding of overtime services. Violation of this Article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be just cause for disciplinary action, up to and including discharge, by the Public Schools against an employee and such other action that the Public Schools may deem appropriate.**

ARTICLE 25 – GENERAL CONDITIONS

Section 1

In the event the Association has evidence which leads it to believe that an error has been made relating to rates of pay or the payment of accident and sickness insurance contributions, the Employer agrees to supply the Association, within seven (7) days, payroll data regarding the particular claim. Association will secure the written consent of the Employee.

Section 2

Where Employees are required to attend Employer meetings or other programs outside their normally scheduled work hours, they shall be compensated for such meeting time at their normal rate of pay.

Section 3

Employees shall not be required to use their own vehicles for the Employer's business. Employees when using their own vehicle at the Employer's request, shall be appropriately licensed and have insurance in place to lawfully operate their motor vehicles in the Commonwealth of Massachusetts and they shall be compensated at the rate all Employees of the Town of East Longmeadow are paid.

Section 4

Election Days – On the request of the Association or an Employee, the Employer will arrange the work schedule for a federal, state or local government election day week so that those Employees with responsibilities shall not prevent them from having an opportunity to vote.

Section 5

The School Committee agrees to comply with all State and Federal Laws regarding polygraph testing.

ARTICLE 26 – SAFETY

Section 1

It is the Employer's intent to provide a safe work environment for all Employees.

Section 2

The Employer and Employees agree that they shall comply with all applicable state, federal, municipal, or School Safety and health rules and regulations.

Section 3

The Employer shall provide an accessible first aid kit. This kit shall be fully supplied at all times.

ARTICLE 27 – BARGAINING UNIT WORK

No person or persons outside of the East Longmeadow Public Schools Cafeteria Unit shall be permitted to regularly perform work normally performed by Bargaining Unit Employees except in cases of recognized emergency, subject to the Superintendent. The Employer shall not contract out for the work regularly performed by Association members during the term of this Agreement.

ARTICLE 28 – MINIMUM STANDARDS

Section 1

This Agreement provides minimum standards only and shall not prevent the Employer from granting additional payment or benefits so long as such granting is not a violation of this Agreement or state or federal laws.

ARTICLE 29 – NON-DISCRIMINATION

It is the policy of the East Longmeadow Schools to abide by the letter and spirit of the laws of the Commonwealth and of the United States that guarantee the equal and unbiased treatment of all students, parents, and employees of the East Longmeadow Public Schools. The General Laws cited in the policies generally require that no person be discriminated against in employment practices including, but not limited to, hiring, promotion, transfer, discharge, pay, fringe benefits, or access to educational programs and services on the basis of race, color, sex, religion, national origin, age, handicap, or sexual orientation. No grievance alleging employment discrimination based on protected class membership shall be filed or pursued under Article 7 if a complaint of discrimination based on the alleged misconduct is also being pursued in court or before a state or federal administrative agency (e.g. the Massachusetts Commission Against Discrimination (MCAD) or Equal Employment Opportunity Commission (EEOC)).

ARTICLE 30 – NO INDIVIDUAL AGREEMENT

Section 1

The Employer agrees that it will not enter into any individual agreement with any Employee covered by this Agreement, which is contrary to the terms of this Agreement.

Section 2

This Agreement may not be waived or modified in any way except by written agreement of the Employer and the Association.

Section 3

There shall be no subterfuge to defeat the purpose of this Agreement.

ARTICLE 31 – INTERPRETATION OF AGREEMENT

The only persons qualified to interpret this Agreement on behalf of the Association shall be the Officers of the Association or their successors and the only persons qualified to interpret this Agreement on behalf of the Employer shall be the School Committee, Superintendent, Assistant Superintendent, or the Superintendent's designee.

ARTICLE 32 – SEPARABILITY

Section 1

Should any part hereof or any provision herein contained by rendered or declared illegal by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction or an unfair labor practice by final decision of a labor relations board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be construed to replace or abridge the right of either party to appeal court or administrative decrees or decisions.

Section 2

In the event that any part or portion of this Agreement is declared illegal, the parties shall enter into immediate Collective Bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such part or portion declared illegal.

ARTICLE 33 – TRANSFERS

Although the School Committee and the Association recognize that some transfer of Cafeteria Workers from one school to another is unavoidable, they also recognize that frequent transfer of Cafeteria Workers is disruptive to the educational process and interferes with optimum performance.

Therefore, they agree as follows:

- A. When a transfer is necessary, qualified volunteers will be transferred first.
- B. When involuntary transfers are necessary, a Cafeteria Worker's area of competence, quality of work, and length of service in the East Longmeadow system will be considered in determining which Cafeteria Worker is transferred. Cafeteria Workers being involuntarily transferred will be transferred only to the available position most comparable to the one they previously held.
- C. Notice of transfer will be given to Cafeteria Workers as soon as practicable and under normal circumstances not later than June 1.
- D. Exceptions to the provisions of Sections A, B, and/or C above may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interest of the

Cafeteria Workers and/or school(s) affected. In the event the Cafeteria Worker is dissatisfied with the transfer, appeal may be made to the School Committee. Such appeal is to be made within fourteen (14) days from the date of notification of transfer. No Cafeteria Worker will be transferred arbitrarily or capriciously.

- E. Cafeteria Workers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests should be submitted between September 1 and March 15, as many decisions relative to transfers are made prior to April. However, requests submitted later than March 15 will be given equal consideration if the time factor makes such consideration possible. Requests must be renewed each year. All requests will be acknowledged in writing. Any requests by the Superintendent or his/her designee for additional pertinent information relative to the request, which is not available in the office files, will be promptly supplied by the Cafeteria Worker.

ARTICLE 34 – HOLIDAYS

Section 1

All regular full-time Employees shall be paid for the following holidays during the school year:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veterans Day
Good Friday	Wednesday before Thanksgiving
Memorial Day	Thanksgiving Day
Columbus Day	Day after Thanksgiving Day
President's Day	Christmas Day
Patriot's Day	

Only if school is still in session on June 19th the new holiday of Juneteenth will be recognized.

Section 2

In order to be eligible for pay on the above-enumerated holidays the following conditions apply:

- A. Holidays occurring during an Employee's extended leave of absence are not paid nor can an Employee take a day off at a later date in lieu of holidays, which occur during such leave of absence.
- B. If a holiday occurs during an Employer's approved extended sick leave, the Employee will be charged as having had his/her paid holiday, but it will not be charged against sick leave.
- C. In order to qualify for compensation for any such holiday, such Employee must have worked all of his/her last regularly scheduled workday prior to and the next regularly scheduled workday following such holidays unless the absence is approved personal or bereavement leave as provided for under this Agreement.
- D. Approved personal leave which may qualify as an exception to this general rule shall be considered on a first come first served basis within the same school year and in no event will more than two (2) employees receive approved leave days on the same day under this exception.

ARTICLE 35 – HEALTH INSURANCE AND ANNUITY PLAN

Section 1

The School Committee will, upon request of the Association, give due consideration to any plan of insurance.

Section 2

Fifty (50%) percent of the cost of a term life insurance plan of the type presently available to Cafeteria Workers will be paid for each enrolled Cafeteria Worker.

Section 3

Cafeteria Workers will be eligible to participate in a "tax sheltered" annuity plan established pursuant to the United States Public Law No. 87-370.

Section 4

The School Committee agrees to make the necessary changes in its payroll procedures to allow Employee contributions to health insurance and group term life insurance to be paid with pre-tax earning – the so-called basic Cafeteria Plan.

Section 5

Health Insurance – For the fiscal year beginning July 1, 1992, and thereafter, fifty (50%) percent of the cost of individual or family coverage for the indemnified health insurance plan of the type presently available to the Cafeteria Workers (the so-called mirrored BC/BS Master Health Plus Plan) will be paid for each enrolled Cafeteria Worker. Seventy (70%) of the cost of the individual or family coverage of the HMO's will be paid for each enrolled Cafeteria Worker.

Section 6

For 2007-2008 year and thereafter, changes in the Town of East Longmeadow insurance benefit plan shall take precedence over benefits as described in Section 5 above

Notwithstanding the above paragraph, it is agreed that the seventy/thirty (70/30) cost sharing for the HMO's will not be implemented unless the Cafeteria Plan referred to in Section 4 above is implemented and further agrees not to implement the seventy/thirty (70/30) cost sharing for HMO's until said Cafeteria Plan is in place for Unit Members.

ARTICLE 36 – LONGEVITY PAY

Section 1

Full-time Employees with five (5) years of continuous service as a full-time employee shall be paid annually in June or upon separation, a lump sum of two hundred dollars (\$200.00) in recognition of service. Full-time Employees with at least ten (10) years of continuous service as a full-time employee from the first date of actual employment shall be paid annually in June or upon separation of employment, a lump sum of four hundred dollars (\$400.00) in recognition of the service to the East Longmeadow Public Schools. Full-time Employees with at least fifteen (15) years of continuous service from the first date of actual employment shall be paid annually in June or upon separation of employment, a lump sum of five hundred dollars (\$500.00) in recognition of the service to the East Longmeadow Public Schools. Full-time Employees with at least twenty (20) years of continuous service from the first date of actual employment shall be paid annually in June or upon separation of employment, a lump sum of six hundred dollars (\$600.00) in recognition of the service to the East Longmeadow Public Schools.

ARTICLE 37 – RETIREMENT RECOGNITION

A Full-time Employee under this Agreement who has served the East Longmeadow Public School system for fifteen (15) years (full-time) and gives the School Committee twelve (12) months notice of his/her intent to retire shall receive a lump sum payment of fifteen hundred dollars (\$1500.00) upon said retirement. Retirement is defined as the ability to collect a pension under a state or county retirement system in the state of Massachusetts.

ARTICLE 38 – LEAVE WITH PAY

Section 1. Sick Leave

A. This is interpreted as meaning leave with pay for sickness or accident the nature of which incapacitates the beneficiary from performing the duties of his/her position. Sick leave is limited only by the number of available days in a Cafeteria Worker's account. The Superintendent of Schools may require, at reasonable intervals, a doctor's certificate to justify the use of leave with pay **or where the Superintendent observes a continuing pattern of absences attributable to illness or injury. The District may also require a reasonable and appropriately detailed fitness for duty letter from the employee's doctor as a condition for returning the employee to work following leave with pay for illness or injury.**

B. After completion of the probationary period of ninety (90) school days, new Cafeteria Workers shall be entitled to one and one quarter (1-1/4) days for each month of service in the new school year to a maximum credit of twelve (12) days. The Superintendent may, in his/her judgment, suspend the granting of additional leave with pay in excess of one and one quarter (1-1/4) days per month until such time as the Cafeteria Worker has accumulated enough days to cover such absence. All other returning Cafeteria Workers to the school system will, upon the first day of their return, have twelve (12) days credited to their sick leave account. Part-time employees shall accrue sick leave at one half the rate of full-time employees. In the event a part-time employee becomes a full-time employee, any accrued sick leave shall be converted to hours and only those sick leave hours will be carried with them as a full-time employee.

C. For all Cafeteria Workers, the number of unused days in the sick leave account at the end of each school year will be carried forward to the next year, with a maximum accumulation of one hundred twenty-five (125) days.

D. Up to three (3) days of accumulated sick leave may be used in the given school year for the necessary care of the members of the Cafeteria Worker's immediate family. This paid leave deducted from accumulated sick leave may be extended with the advance approval of the Superintendent of Schools or his/her designee.

Section 2. Bereavement

A. Cafeteria Workers are granted five (5) days for each death in their immediate family. Of the five (5) days for death in the immediate family, a leave up to a maximum of three (3) days for each such death will be with pay. Bereavement pay will not be subtracted from the Cafeteria Worker's sick leave account. Immediate family is defined as mother, father, sister, brother, spouse, children, mother-in-law, father-in-law, foster parents, grandparents, grandchildren, members of the immediate household and guardians.

B. The Superintendent of Schools has sole discretion upon request to honor requests for bereavement leave for death of individuals not named above.

Section 3. Approved Personal Business Day

Cafeteria Workers may submit a Personal Business Day application to the Superintendent of School or his/her designee. The Superintendent, at his/her discretion, may deny the request for a personal day; however, such request for use of a personal day shall not be unreasonably denied. Five (5) personal days per year will be granted and will be charged against the "Leave with Pay" account. It is understood by the parties that no more than two (2) employees shall receive approved personal leave on the same day under this article. **No more than three (3) personal business days can be requested to be taken consecutively and no such days can be requested to be taken during the opening and closing weeks of school.**

Section 4. Jury Duty

A. A Cafeteria Worker actually serving on jury duty on a work day or who actually reports to the court for jury services required by said court for any portion of a work day, shall receive his/her

regular rate of pay for each day served, reduced by the amount of jury pay received from the court. Jury pay received for service on non-working days shall not be deducted from a Cafeteria Worker's pay. Jury pay, however, shall not include any meal or travel expenses paid by the court. The normal pay of the Employee shall not be interrupted by jury duty; however, if the Cafeteria Worker has not reimbursed the School Committee for jury pay within two (2) weeks of receiving such pay, the School Committee shall deduct said amount from the Cafeteria Worker's pay.

B. A Cafeteria Worker actually serving on jury duty will furnish the Committee with information with respect to days actually served on jury duty, the days or portion of a day the Employee reported to the court for service as required by the court, and the amount of jury pay (not including meals or travel expenses paid by the court) received by the court.

C. A Cafeteria Worker on call for jury duty shall notify the Superintendent or his/her designee as soon as possible if he/she is scheduled to serve on jury duty the next day.

ARTICLE 39 – PAID VACATION

Section 1

All regular full-time Employees with five (5) years or more of continuous service from the Employee's first day of actual employment or upon separation of employment, shall be entitled to one (1) week of annual paid vacation during the winter school vacation.

ARTICLE 40 – UNIFORMS

The School Committee will make available a clothing allowance to regular full-time cafeteria Employees during the term of this Agreement, toward the purchase of uniforms and/or shoes per Employee on a proper reimbursement form submitted to the Superintendent of Schools. Receipts will be submitted to the Superintendent of Schools on or before April 1 of each year. There shall be a committee consisting of the Director of Food Services, the Union President and two volunteers from the bargaining unit which shall meet for the purpose of exploring and discussing steps to be taken to ensure that the application of established uniform clothing guidelines result in a more consistent appearance among bargaining unit personnel. The Director of Food Services will set uniform clothing guidelines. The Association and Employee will be notified in advance of all changes.

Employees are to submit **original** receipts one time per year for the total reimbursement. No reimbursement will be made until the probationary period of ninety (90) days has ended.

Reimbursement amounts are as follows: \$205.00 per year

Part-time employees shall be entitled to ½ of the above stated Uniform allowances

ARTICLE 41 – WAGES

Section 1

Effective **7/1/24**, all full-time Employees shall receive the following increase in wages:

Effective Date	7/1/24 (3%)	7/1/25 (3%)	7/1/26 (3%)
Entry Level to 2 completed years	\$16.48	\$16.97	\$17.48
3 years to 5 completed years	\$17.00	\$17.50	\$18.03
Beginning of 6 th year	\$18.80	\$19.36	\$19.94

- In the event an employee completes the level of employment between July 1st and December 31st of any fiscal year, the step increase will become effective on July 1st of the year in which the anniversary of hire date will occur. In the event an employee completes the level of employment between January 1st and July 1st of any fiscal year,

the step increase will become effective on July 1st following the anniversary of hire date.

- Employees who travel between schools and are reimbursed must be legally licensed to drive in the Commonwealth of Massachusetts.

Section 2

The stipend per hour for an Associates degree [in Food Service/Culinary Arts, etc. (related field of study)] shall be the following amounts: 7/1/24 (.49¢); 7/1/25 (.49¢); 7/1/26 (.49¢).

The stipend per hour for a Bachelor's degree [in Food Service/Culinary Arts, etc. (related field of study)] shall be the following amounts: 7/1/24 (.75¢); 7/1/25 (.75¢); 7/1/26 (.75¢).

Section 3

The stipend per hour for Satellite Drivers shall be the following amounts: **7/1/24 (\$1.75); 7/1/25 (\$1.75); 7/1/26 (\$1.75).**

The stipend per hour for Satellite Leads shall be the following amounts: **7/1/24 (\$1.50); 7/1/25 (\$1.50); 7/1/26 (\$1.50).**

An employee, in order to substitute for and perform services as either a "Satellite Lead" or a "Head Cook" must be "Serve Safe Certified" in accordance with Massachusetts regulations and that the requirement shall be added to relevant job descriptions.

Section 4

Satellite Leads will receive their normal hourly rate of pay for each Manager's Meeting they are required to attend. These meetings will normally not exceed one and one-half (1-1/2) hours duration.

Section 5

The stipend per hour for Head Cook shall be the following amounts: **7/1/24 (\$2.00); 7/1/25 (\$2.00); 7/1/26 (\$2.00).**

An employee, in order to substitute for and perform services as either a "Satellite Lead" or a "Head Cook" must be "Serve Safe Certified" in accordance with Massachusetts regulations and that the requirement shall be added to relevant job descriptions.

Section 6

Employees shall be considered essential personnel. On days when school opening is delayed, they shall report to work by no later than the end of the first hour of the delayed opening. In the event that school opening is delayed for two (2) hours or less, Employees shall not suffer any loss of pay due to such delayed opening. In the event that the school opening is delayed for more than two (2) hours, Employees shall be paid for all hours actually worked.

ARTICLE 42 – EMPLOYEE ATTENDANCE INCENTIVE

East Longmeadow Public Schools and the Agreement recognize the need for necessary sick and personal day usage by members. The parties also recognize that it benefits students and staff if the utilization of these days is minimized; it is important to stay home when truly sick. The incentives described in this Article are for those who may be tempted not to want to leave their residence during inclement weather when School has not been canceled or for those considering an impromptu day off when the weather is especially good. Food Services and the Public Schools

recognize the value and commitment of notable attendance in order to achieve high customer service expectations and meet department goals. To acknowledge and reward this employee dedication, employees will be eligible to be paid attendance incentive payments as outlined below.

An Employee will be paid an attendance incentive payment per quarter in which they have had two (2) or less “absences” from work (excluding absences due to bereavement or holiday leave authorized under their Agreement or documented jury duty). “Absence(s)” or being “absent” for purposes of this Article means not reporting for work during the entire work day or being tardy or leaving work before the end of the scheduled work day:

- Quarter 1 (August 20 - November 15): \$50
- Quarter 2 (November 16 – January 31): \$100
- Quarter 3 (February 1 – April 15): \$50
- Quarter 4 (April 16 - June 30): \$100

An employee’s failure to qualify for an attendance incentive payment for one or more quarters due to, for example, using more than a combined total two (2) sick and/or personal days in the quarter, will not disqualify the employee from receiving an attendance incentive payment in any other quarter in which the employee meets the criteria for payment.

For each quarter in which the incentive is earned, the attendance payment will be paid on the next following pay period.

Additionally, if an employee has had three (3) or fewer absences (excluding absences due to bereavement or holiday leave authorized under the Collective Bargaining Agreement or documented jury duty) during the entire school year, the employee will be paid an additional attendance incentive payment of \$300. Said payment shall be paid on the last pay period of the school year.

Therefore, an employee is eligible to be paid a maximum total of \$600 in attendance incentive payments in any one school year.

ARTICLE 43 – DRUG FREE WORKPLACE ACT

Pursuant to the Drug-Free Workplace Act (20 U.S.C. 701, et seq.) and the regulations promulgated thereunder, the East Longmeadow School Committee hereby adopts and implements a program to prevent the use of illicit drugs by Employees in the workplace.

- A. The School Committee hereby notifies all Employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace – on school property, or **as** part of school activities.
- B. As a condition of employment, all Employees of the East Longmeadow Public Schools shall:
 - 1. Notify the School Committee in writing of any conviction for a violation, a criminal drug statute occurring in the workplace no later than five (5) calendar days after said conviction.
 - 2. Within thirty (30) calendar days of giving notice under paragraph (B) above, any Employee so convicted for a violation of a criminal drug statute occurring in the workplace shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

C. During the course of participation in a program under paragraph B.(2), above the Employee shall be considered on voluntary leave of absence without pay.

D. Any Employee who is so convicted and who satisfactorily participates and completes an approved drug abuse assistance or rehabilitation program shall forthwith be restored to his/her former employment position.

E. An Employee who is so convicted and who does not satisfactorily participate and complete an approved drug abuse assistance or rehabilitation program shall be terminated from his or her employment by the School Committee for failure to satisfactorily participate and complete said program.

F. Based upon reasonable suspicion, the School Committee shall notify local, state, or federal law enforcement authorities of any unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance by any Employee in the workplace.

G. The School Committee shall provide the Assistant Superintendent for Business and the Association with information regarding drug abuse assistance or rehabilitation programs approved by federal, state, or local health, law enforcement, or other appropriate agencies.

H. Notwithstanding any other provision of this Article, the East Longmeadow Public Schools reserves the right to discipline up to and including discharge an employee for participating in conduct relating to the manufacture, distribution, dispensation, possession, or use of a controlled substance with any such discipline subject to the grievance and arbitration provisions of Article 7 in the case of non-probationary employees. Should the East Longmeadow Public Schools take such disciplinary action, the provisions of Sections C., D., and E. of this Article shall not apply in the case of a discharged employee or an employee who has not received a conviction as described in Section B. of this Article.

ARTICLE 44 – EVALUATIONS

All Employees shall be evaluated annually by the Director of Food Services on or before June 1st of each year of this Agreement. The evaluation will include a review of progress toward mutually established annual goals and use of an instrument which has been established by both parties, a copy of which is attached hereto and incorporated by reference herein. Employees will be given an opportunity to respond in writing to these evaluations and make recommendations thereto.

Public address or audio systems and similar surveillance devices will not be used for the purpose of the Employee evaluations. Employees will be given a copy of any evaluation, complaint, or other report prepared by his/her superiors and will have the right to discuss such reports with the Superintendent of Schools. The Employee, in turn, agrees to sign a statement that he/she has been given a copy of the contents discussed with his/her providing that such statement includes the fact that the signature does not necessarily indicate agreement with the contents.

Any complaint which has merit or potential merit regarding an Employee made to any member of the School Committee or the Superintendent by any parent, student or other person on which disciplinary action is contemplated will be called to the attention of the Employee by the party receiving the complaint and the name of the complainant will be made known at that time.

Representatives of the Parties shall meet during the term of the Agreement to review, discuss and implement changes to the evaluation form that is used to evaluate bargaining unit employees.

ARTICLE 45 – ENTIRE AGREEMENT

This contract embodies the whole agreement between the East Longmeadow School Committee and the Association and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by writing signed by the party against whom enforcement thereof is sought.

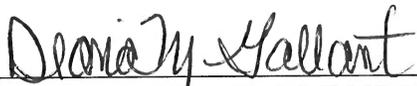
ARTICLE 46 – INVALIDITY

If any paragraph, part of, or rider to this Agreement is held invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties. This Agreement shall be interpreted under the laws of the Commonwealth of Massachusetts.

ARTICLE 47 – DURATION

This agreement shall be effective from the date of ratification by the School Committee and the Association until June 30, 2027.

If negotiations for a Successor agreement are not completed by June 30, 2027, the provisions of this agreement will remain in full force and effect until said Successor agreement is executed. Not later than November 1, 2026 the parties shall enter into collective bargaining for a successor agreement.



DIANE GALLANT, PRESIDENT
EAST LONGMEADOW CAFETERIA
WORKERS ASSOCIATION



GREGORY THOMPSON, CHAIRPERSON
EAST LONGMEADOW SCHOOL COMMITTEE