

**AGREEMENT  
BETWEEN THE  
MONSON SCHOOL COMMITTEE  
AND THE  
MONSON TEACHERS' ASSOCIATION, INC.  
UNIT E  
July 1, 2021 - June 30, 2024**

**ARTICLE I  
RECOGNITION**

The Monson School Committee (the "School Committee") recognizes the Monson Teachers' Association, Inc., (the "Association") as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all cafeteria employees as defined in MCR-3860, and building aides, excluding the Food Service Supervisor and all managerial, confidential and casual employees.

**ARTICLE II  
MANAGEMENT RIGHTS**

The School Committee popularly elected and subject to applicable federal, state, and municipal law, is obligated and mandated to maintain the public schools of Monson.

Operating in accordance with said laws and limited only by the express terms of this Agreement, the School Committee has and will continue to exercise its managerial functions which include but are not limited to:

- (1) full and exclusive control of the schools and school systems including, without limitation, educational curriculum and class size;
- (2) full and exclusive control of all of its employees, including, but not limited to, the right to hire and supervise and determine the number and organization of personnel;
- (3) full and exclusive control to schedule, promote, transfer, evaluate, train, assign, demote for non-disciplinary reasons; and discipline, suspend and discharge such employees for just cause, provided that employees shall be considered probationary for the first two (2) full years of actual service and shall not be subject to just cause;
- (4) determination of appropriate equipment, facilities and technological changes;
- (5) the right to subcontract out cafeteria services after June 30, 1991, but not earlier than three (3) weeks prior to the opening of the new school year.

The provisions of this Agreement shall become a part of School Committee policy for the duration hereof or until changed by mutual consent in writing. Any previous adopted rule, policy, or regulation of the School Committee which is in conflict with a provision of this Agreement shall be superseded and replaced by agreement. Nothing in this Agreement which changes pre-existing policy rules, or regulations, shall operate retroactively unless so stated.

The School Committee retains all powers, rights and duties it had prior to this Agreement and the exercise of the foregoing powers, duties and responsibilities by the School Committee in carrying out this mandate under the law shall be limited, abridged, delegated, or modified only by the express terms of this Agreement, any supplement thereto, and relevant state and federal law. The failure of the School Committee to exercise any such right or power reserved to it or the exercise by it of any such right in a particular way shall not be deemed to be a waiver nor a restriction of any such exercise of rights or lack thereof.

### **ARTICLE III** **APPOINTMENTS AND VACANCIES**

Whenever any vacancy in a bargaining unit position occurs during the school year, it will be adequately publicized by the Superintendent by means of a notice sent to each school and the President of the Association. During the summer months, written notice of any vacancy will be sent to the President of the Association. In all situations, the qualifications for the position, its duties and the rate of compensation will be set forth. All vacancies will be posted for five (5) days during the school year and ten (10) days during the summer time period. The method and time limit for making application will be specified in each notice. These notices shall be the School Committee's sole obligation. Unit members will be notified of anticipated building placement and number of hours by July 1. If a new hire is going to be placed above step 1, the superintendent will inform the Association President.

### **ARTICLE IV** **CONSULTATION**

The School Committee recognizes that the opinions of the employees covered hereunder systematically expressed can be of significant value in improving the quality and efficiency of education and service in the Monson Public Schools. The School Committee further recognizes that the Association can be of significant help in collating these opinions. Therefore, designated members of the Association will meet periodically with the Superintendent of Schools or his or her designee, the Director of Food Services and/or other Directors and administrators, at least once a year, to discuss matters of common concern. An agenda will be prepared by the Superintendent's office from recommendations of the participants one week in advance of the meeting. Such consultation meetings may be held more often than once each year if requested by the Association and approved by the Superintendent.

**ARTICLE V**

**GRIEVANCE AND ARBITRATION PROCEDURE**

A. A grievance shall be defined as a dispute concerning the interpretation, implementation, or application of a specific provision of this Collective Bargaining Agreement. Grievances arising under this Agreement shall be handled in accordance with the following procedures:

All members of Unit E shall follow the grievance and arbitration procedure as outlined in this section. The following table shall be used when referring to the various steps of the grievance and arbitration procedure.

|        | <b>Cafeteria Workers</b>  | <b>Building Aides</b> |
|--------|---|-----------------------|
| Step 1 | Director of Food Services<br>(Referred to in procedure as<br>“Immediate Supervisor” | Immediate Supervisor  |
| Step 2 | Superintendent  | Superintendent        |
| Step 3 | School Committee  | School Committee      |
| Step 4 | Arbitration   | Arbitration           |

Step 1 An employee in Unit E having a grievance under this Agreement may individually, or with their Association representative, take up the grievance with the Immediate Supervisor. The grievance shall be presented in writing and be filed within twenty (20) days excluding weekends and holidays of the event complained of, stating specifically what Article or Articles of the Collective Bargaining Agreement the employee believes to have been violated. The Immediate Supervisor shall meet with the aggrieved employee within ten (10) days after this meeting, the Immediate Supervisor or his/her designee shall respond to the grievance in writing. If this response is made to the grievant, a copy of the response shall be sent to the Association.

Step 2 If no satisfactory settlement of the grievance is reached at the first step, such grievance may be referred to the Superintendent. Such appeal shall be taken in ten (10) days after the receipt of the answer of the Immediate Supervisor or the date on which such answer was due, whichever occurs first. The Superintendent or his or her designee shall meet with the aggrieved employee within ten (10) days after receipt of the written grievance by the Superintendent. An Association representative shall have the right to attend this meeting. Within ten (10) days after this meeting, the Superintendent or his or her designee shall respond to the grievance in writing. If this response is made to the grievant, a copy of the response shall be sent to the Association.

Step 4 In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at the level of Superintendent or, in the event that no written answer has been received by the employee within ten (10) days of the meeting with the

Superintendent or their designee, the aggrieved employee may then forward the grievance, with a copy of the answer, if any, to the School Committee within ten (10) days after the receipt of the answer of the Superintendent or the date on which such answer was due, whichever occurs first.

The School Committee or its designee shall hold a hearing on the grievance within twenty (20) days after receipt of the grievance by the School Committee. The hearing shall be open only at the mutual consent of the School Committee and the grievant. The School Committee shall render a written decision on the grievance within fifteen (15) working days of such hearing.

- B. Failure of the employee or the Association to file the grievance within the ten (10) days limitation period described in Step 1, shall constitute a waiver of the grievance. Failure of the employee or the Association at any stage of this procedure to appeal the grievance to the next level within the time specified shall be deemed to be acceptance of the decision rendered at that level.
- C. The aggrieved employee shall have the right to choose to be represented at any level of the grievance procedure by one representative of their choosing.
- D. Failure by the Superintendent or School Committee to respond within the time limits set forth in this Article shall be deemed a denial of the grievance at that step of the grievance process.
- E. If no satisfactory settlement of the grievance is reached at the third step of the procedure, the grievance may be referred to arbitration at the request of the Association. Written notice of such intent to proceed to arbitration must be delivered to the School Committee within thirty (30) working days after the decision of the School Committee is due.

Arbitration shall be conducted by the American Arbitration Association, in accordance with their rules and regulations. The cost of the arbitration shall be borne equally by the parties.

The Arbitrator shall be without power to add to, subtract from, or modify this Agreement in any way, or to take any action inconsistent with it, and may only address such questions as are presented to him or her by the parties.

## **ARTICLE VI** **PERSONNEL ACTIONS**

### **A. Review of Personnel Files**

Employees shall have the right, upon request, to view the contents of their personnel files in the offices of the School Department. An employee will be entitled to have a member of the Association accompany him or her during such a review and will have the right to

submit a written response, in accordance with law, to material with which the employee disagrees.

**B. Notice of Complaint**

No complaint against an employee will be the basis for any action by the School Committee or Administration unless such complaint has been brought to the attention of the employee.

**C. Probationary Period**

All newly hired bargaining unit members shall be probationary employees during their first two (2) full years of employment. During an employee's probationary period, the employer, in its sole judgment, may discipline or terminate the employee without recourse by said employee or the Union. The employer's action shall not be subject to the grievance or arbitration provisions of this Agreement.

**D. Disciplinary Action**

The Association recognizes the authority and responsibility of the Administration to discipline an employee. If an employee is to be disciplined or formally reprimanded in person by a member of the Administration, however, they will be entitled to have a representative of their choice present.

**Cafeteria Workers**

No cafeteria worker subject to this Agreement will be discharged, suspended or otherwise disciplined without just cause, subject to the probationary period.

**Building Aides**

No building aide subject to this Agreement will be dismissed, disciplined, reprimanded, or terminated without just cause, subject to the probationary period.

**ARTICLE VII**  
**ABSENCE**

**A. Sick Leave**

In the event that it becomes necessary to be absent from duty because of personal illness, sick leave with pay shall be granted under the following provisions:

1. Each employee will receive a statement of accumulated sick leave during the month of September in each school year.

2. All employees who are subject to this Agreement shall be credited with twelve (12) days of sick leave per year at the beginning of each school year, except the following, a) All employees hired on or after 09/01/91 who are subject to this Agreement shall be credited with eight (8) days of sick leave at the beginning of their first school year and, in addition, shall be credited with one-and-one-half (1-1/2) days of sick leave for each month of actual service for a maximum of twelve (12) days of sick leave per year. b) All employees who have completed ten (10) years of continuous service who are subject to this Agreement shall be credited with fifteen (15) days of sick leave per year at the beginning of each school year.
3. Sick leave not used in any year may be accumulated to a maximum of one hundred and fifty (150) days.
4. In case of serious illness of husband, wife, dependent child, parent of either spouse, or of a person living in the immediate household of a person subject to this Agreement, family sick leave with pay not to exceed seven (7) school days per year may be used. The sixth and seventh day shall be charged to that person's sick leave time.
5. All employees who are subject to this Agreement who use no (0) days of sick leave and no (0) days of family sick leave during a school year shall be credited with one (1) additional day of non-accumulative day of personal leave to be credited at the beginning of the following school year.

**B. Bereavement**

Absence with pay up to a maximum of five (5) days of each bereavement shall be allowed on account of the death of an employee's husband, wife, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, grandfather, grandmother, grandchild, brother-in-law, and sister-in-law of either the employee or his/her spouse or any person in the immediate household of the employee at the time of death or at the commencement of the final illness or accident. Such leave shall not be charged to sick leave.

One (1) day of bereavement leave may be taken per occurrence for attending the funeral of a co-worker in the school system, close friend or other family member. In the event the bereavement leave is taken for a close friend or other family member, the leave shall be charged to sick time. The bereavement leave taken for a co-worker in the school system shall not be charged to sick time.

**C. Personal Leave**

An employee covered by this Agreement shall be allowed two (2) days of personal leave during each school year without loss of pay for the purpose of carrying out personal business which cannot reasonably be conducted during school hours. Except in an emergency, the employee taking a leave hereunder shall notify their Principal or supervisor, in writing, at least forty-eight (48) hours before the commencement of such

absence. Any personal days that are unused by the end of the school year will be turned into sick days. Personal leave may not be granted for the day(s) immediately preceding or following a school holiday or vacation period in order to extend said holiday or vacation period.

All employees who have completed ten (10) years of continuous service (covered by this Agreement) shall be allowed three (3) days of personal leave during each school year without loss of pay for the purpose of carrying out personal business which cannot reasonably be conducted during school hours.

An employee must exhaust all of their accumulated personal days before applying for unpaid time off.

**D. Jury Duty**

1. The School Committee shall pay an employee serving on a jury their regular compensation for the first three (3) days of active jury service on which the employee would otherwise have been working. An employee actually serving on Jury Duty on a work day after the first three (3) days shall receive their regular rate of pay for each day served, reduced by the amount of jury pay received from the Court for that day. (Jury pay received for service on non-working days shall not be deducted from employee's pay). Jury pay, however, shall not include any meals or travel expenses paid by the Commonwealth. The normal pay of an employee shall not be interrupted by Jury Duty; however, if the employee 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 employee's pay. The Association shall hold the School Committee harmless for said deductions, but reserves the right to process grievances as to the amount of said deduction.
2. An employee on Jury Duty will furnish the School Committee information with respect to days actually served on Jury Duty, dates or any portion of a day the employee reported to Court for service as required by the Court, and the amount of jury pay (not including meals or travel expense paid by the Commonwealth) received from the Court.
3. An employee on call for Jury Duty shall notify the Superintendent or their designee as soon as possible if they are scheduled to serve on Jury Duty the next day.

**E. Subpoena Leave**

If a subpoena is issued to an employee requiring them to be in attendance at a particular time and place to testify as to some matter which must be related to school business, or if an employee is required to attend a workers' compensation hearing relating to their own injury, and if the date and time set forth in the subpoena or the workers' compensation

hearing is on or during a school day, said employee shall suffer no loss in salary for that day, nor will any charge be made against any of their accrued leaves - such as sick or personal days.

**F. Parental Leave**

1. Eligibility. All employees covered by this agreement who qualify under Massachusetts law will be eligible for up to eight (8) weeks of unpaid Parental Leave for the purposes of;
  - a) giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is physically or mentally disabled;
  - b) for adoption if the employee is adopting or intending to adopt; or
  - c) for the placement of a child with an employee pursuant to a court order;

If both parents work for the District, they shall be eligible for up to eight (8) weeks of leave in the aggregate.
2. Notification. An employee must give at least two (2) weeks' notice to the Superintendent's Office of their anticipated date of departure and intention to return, or as soon as practicable if the delay in notice is for reasons beyond the employee's control.
3. Documentation. The Superintendent may require the employee to submit documentation sufficient to demonstrate eligibility for Parental leave.
4. Use of Paid Leave. An employee who has accrued sick leave may use their leave during Parental Leave, provided that sick leave may only be used if a physician has certified the medical necessity for the leave time.
5. Restoration and Other Rights. An employee who complies with the requirements for Parental Leave will be restored to his/her previous or a similar position with the same status, pay, length of service credit and seniority, whenever applicable, as of the date their leave began. The period of Parental Leave will not count toward length of service or seniority.

**G. Retirement / Severance**

Upon retirement or death of a person covered by this Contract who has completed ten (10) or more years of service in the Monson Public School System, and is fifty-five (55) years of age or older, said person or their estate will receive pay for up to a maximum of seventy (70) days of unused accumulated sick leave at seventy-five percent (75%) the rate of compensation per day which they were receiving at the time of retirement or death.



**H. Sick Leave Bank (cafeteria workers only)**

Unit E of the Monson Teachers' Association and the Monson School Committee agree to create and operate a Sick Leave Bank. The Association agrees to hold the Monson School Committee harmless for any action or inaction in the establishment or administration of the Sick Leave Bank and further agrees to indemnify the Committee for all damages and costs, including legal fees incurred by the Sick Leave Bank Committee in connection with any civil action or administrative proceeding involving the Sick Leave Bank. It is understood the only obligation of the Committee is to pay out sick leave to Unit E members from the Sick Leave Bank as directed by the Sick Leave Bank Committee.

**A. Participation**

1. Participation by Cafeteria worker members of the Unit represented by this Agreement shall be mandatory. Said days are to be "deposited" in the Bank. Building Aides will not participate in the Sick Leave Bank.
2. New members of the bargaining unit shall be assessed one (1) day of their annual and/or accumulated sick leave as of the date they enter the Unit. Said days are to be "deposited" in the Bank.
3. Unused days in the Bank shall carry over from year to year. Should the number of days in the Bank reach the level of ten (10) days or less, each Unit E member in the bargaining unit shall be assessed one (1) day of their annual and/or accumulated sick leave as of the first day of the next calendar month. Said days are to be "deposited" in the Bank. *If necessary, additional days may be donated to the bank by unit members.*
4. In the event a Unit E member has no annual and/or accumulated sick leave at the time of said assessment, that *unit member* shall be assessed the amount of days owed to the Bank the following September 1.

**B. Sick Leave Bank Committee**

1. A Sick Leave Bank Committee will be created on or before September 30<sup>th</sup> of each school year. It will consist of two (2) Unit E members selected by the Association and two (2) School Committee members or designees thereof. The Chair of the Sick Leave Bank Committee will be chosen within and by the Sick Leave Bank Committee members.
2. The Sick Leave Bank Committee will assess the need of each applicant and may grant sick leave to Unit E member suffering from prolonged and/or catastrophic illness. Sick leave will only be granted by a majority vote of the Sick Leave Bank Committee.

3. The Sick Leave Bank Committee will make every reasonable effort to make a decision within ten (10) school days following receipt of the application.
4. The Sick leave Bank Committee will notify the applicant of its decision and, in the case of a rejection of the application, will inform the applicant of the reason for its decision.
5. Any member whose application is rejected may reapply if the member has additional information.
6. The Sick Leave Bank Committee's decision on all applications and other matters within its jurisdiction shall be final.
7. The Sick Leave Bank Committee will issue a report to the School Committee and the Association concerning the number of days donated and the balance of days remaining in the Sick Leave Bank prior to June 15th of each school year.

B. Granting of Benefits

1. A member of the Unit who exhausts their individual sick leave benefits may apply for benefits from the Sick Leave Bank.
2. Such benefits are intended for prolonged and/or catastrophic illness for the individual.
3. To apply, the member must put their request in writing to the Sick Leave Bank Committee, c/o the Chair of the Sick Leave Bank Committee, indicating the reason and the number of days needed. The request should be made prior to the exhaustion of the member's annual and/or accumulated sick leave.
4. The member is required to submit medical documentation and/or any other information the Sick Leave Bank Committee may deem necessary, before the application is considered by Sick Leave Bank Committee.
5. Each member is eligible to receive days of sick leave from the Bank each school year in accordance to their completed years of service to the Monson School District, and upon approval by the Sick Leave Bank Committee, as follows:

| Years of Service | Maximum Days Allowed |
|------------------|----------------------|
| 0-1              | 10                   |
| 2-3              | 15                   |
| 4-5              | 20                   |
| 6+               | 25                   |

6. One additional granting of days during that same school year may be approved by the Sick Leave Bank Committee, as follows:

| Years of Service | Maximum Days Allowed |
|------------------|----------------------|
| 0-1              | 10                   |
| 2-3              | 15                   |
| 4-5              | 20                   |
| 6+               | 25                   |

**I. Additional Leave:**

Employees in the unit who have been with the district for at least two years will be permitted to take up to 12 weeks of unpaid leave per rolling year for a reason that would typically qualify under FMLA. The employee must meet the same eligibility requirements outlined in Article VIII of the contract, excluding the 1250 hour requirement, in order to receive this benefit.

**ARTICLE VIII**  
**LEAVE UNDER FAMILY AND MEDICAL LEAVE ACT OF 1993**

Pursuant to the Family And Medical Leave Act of 1993 ("FMLA"), eligible employees will be provided with up to 12 weeks of unpaid leave for their own serious illness, the birth or adoption of a child, or the care of a seriously ill child, spouse, or parent.

1. Eligible employees are defined as having been employed:
  - a. for at least 12 months, and
  - b. for at least 1250 hours over the previous 12 months.
2. Employees are entitled to such leave for up to 12 weeks in each calendar year period for the following reasons:
  - a. The birth of an employee's child or the care thereof or because of placement of a child with the employee for adoption or foster care; an employee's entitlement to leave for this reason expires 12 months after the birth or placement of the child.
  - b. Caring for the employee's spouse, child, or parent who has a serious health condition; a "serious" health condition is one that requires inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.
  - c. The employee suffers a serious health condition that makes him/her unable to perform the functions of their job.
3. a. All requests for leaves must be submitted in writing at least, when possible, 30

calendar days in advance to the Committee.

- b. All requests must be dated and state the reason and anticipated length of the leave.
- c. Leave taken intermittently or on a reduced leave schedule must be agreed upon by the Committee under 2.a.; for 2.b. or c. such leave must be medically necessary.
- d. All requests under 2.b. or c. must be supported with CERTIFICATION, by the health care provider of the person with the serious health condition, within 15 calendar days of the request unless under particular circumstances it is not possible to do so, in which case it should be provided as soon as possible. Certification should include the date on which the serious health condition began, the probable duration of the condition, appropriate medical facts regarding the condition, a statement that the employee is needed to care for the family member and an estimate of the amount of time needed for such care (if the leave is to care for a family member) or that the employee is unable to perform their functions (if for their own health condition).
- e. An employee will be required to submit RE-CERTIFICATION every 30 calendar days if the leave is extended from the original date, the circumstances of the serious health condition change, or the Committee receives information that casts doubt upon the continuing validity of the latest certification. If the employee becomes aware that an extension of the leave will be needed, advance notification will be appreciated to allow for staff scheduling and minimal interruption. This information must be communicated directly to the Committee by the employee on leave.
- f. The Committee reserves the right to require a second opinion by a health care provider designated or approved by the Committee and at the expense of the Committee. In the event of conflicting opinions, the Committee may require, at the expense of the Committee, a third opinion by a health care provider approved jointly by the Committee and the employee which will be final and binding.
- g. An employee returning from leave will be reinstated to the position they were employed in prior to the leave or to an equivalent position in pay, benefits, and other terms and conditions of employment. An employee on leave must contact the Committee at least 5 days prior to their scheduled return date to verify their return.
- h. The Committee will continue contributions to health benefits, if any, in the usual and customary manner during the leave under the same conditions as if the employee were working.
- i. The Committee reserves the right to recover premiums paid for employees who fail to return from leave, except if the reason is the continuation, recurrence, or onset of a serious health condition entitling the employee to leave under 2.b. or c.

or something else beyond the employee's control. If the employee fails to return from leave because of a claimed continuation, re-occurrence, or onset of a serious health condition entitling the employee to leave under 2.b. or c. they must furnish certification from the health care provider to support the claim. If the employee fails to furnish the certification within 30 calendar days the Committee will seek to recover any premiums paid.

- j. If at the end of the 12 week period, the employee requests and is granted an extension of the leave, they will become responsible for the payment of the full insurance premium under COBRA guidelines. The insurance premiums will be reinstated in the usual and customary manner once the employee returns to work from the leave.
  - k. The taking of leave hereunder will not result in the loss of any employment benefit, including seniority. Earned time, seniority, or other benefits will not continue to accrue during a leave hereunder, however, these benefits will immediately begin to accrue following the employee's return to work.
    - 1. Paid time used for any portion of the leave will be in substitution of, and not in addition to, the 12 week period.
4. It is the intent of the parties that this article provide no rights or obligations greater than those provided by the FMLA and in the event of any conflict between the provisions of this article and the provisions of the FMLA, and regulations promulgated thereunder, the FMLA and the regulations will prevail, except that a leave taken hereunder does not supersede Massachusetts General Laws regarding leaves and any employee eligible for leave under this article will be entitled to any other greater family or medical leave rights and benefits specifically provided for in any other provision of this contract.

## **ARTICLE IX** **REDUCTION IN FORCE**

### **A. Reduction of Employees**

In the event it becomes necessary to reduce the number of employees included in the bargaining unit defined in Article I, and/or the number of hours those employees are to be scheduled, School Committee will take into consideration the length, ability and qualifications; and when all factors that constitute ability and qualifications are relatively equal, length of service shall prevail.

### **B. Definitions**

"Seniority" shall mean an employee's continuous length of service in years, months, and days in the bargaining unit. Notwithstanding this definition, the seniority of a Building Aide who has, or shall have, left this bargaining unit for other employment within the

Monson Public Schools, and who subsequently returns to this bargaining unit, will be calculated by subtracting the time spent in such other employment in the Monson Public Schools from the employee's total length of service in this bargaining unit. Seniority shall not include time spent on any approved, unpaid leave of absence, but no such leave of absence shall constitute an interruption of continuous service for purposes of calculating seniority.

**C. Cafeteria Workers**

1. In the event it becomes necessary to reduce the number of Cafeteria Workers, Cafeteria Workers shall be laid off by job classification. The School Committee shall take into account seniority, ability, and qualifications, and when ability and qualifications are relatively equal; the least senior Cafeteria Worker in that job classification shall be laid off.
2. If there is a reduction to a Cook job classification, the Cook subject to the reduction shall have the right to bump into the position of the least senior Cafeteria Help/Dish employee.
3. Cafeteria Workers who have been laid off shall be entitled to recall rights for a period of eighteen (18) months. During the recall period, Cafeteria Workers shall be notified by certified mail to their last address of record, and given preference for positions as they develop in the inverse order of their respective layoffs, and all benefits to which a Cafeteria Worker was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. During the recall period, Cafeteria Workers who have been laid off shall be given every consideration for substitute cafeteria work, if they so desire.

**D. Building Aides**

In the event it becomes necessary to reduce the number of employees included in the bargaining unit defined in Article I "Recognition", the School Committee will take into consideration length of service, ability, and qualifications; and when all factors that constitute ability and qualification are relatively equal, length of service shall prevail.

Employees who have been laid-off shall be entitled to recall rights and placed on the substitute list according to their seniority for a period of time equal to the length of continuous service on the effective date of their respective layoffs, but under no circumstances more than two (2) years. During the recall period, employees shall be notified by certified mail to their last address of record, and given preference for positions as they develop in the inverse order of their respective layoff, and all benefits to which an employee was entitled at the time of layoff shall be restored in full upon re-employment within the recall period.

**E. Seniority Lists**

A seniority list for Building Aides and Cafeteria Workers will be prepared by the School Committee by October 15th of each school year.

**ARTICLE X**  
**LENGTH OF WORK YEAR**

- A. The work year for Aides and Cafeteria Workers shall be determined by the School Committee, but shall be no longer than one (1) day more than the number of days that students are required to attend in a school year.
- B. On days when school is in session for half day, employees will work and be paid their regularly scheduled number of hours. In addition, if Building Aides are sent home because of school closing after they report for work at their regularly scheduled time, they will receive a full day's pay.
- C. If the opening of the school is delayed by the Superintendent of Schools and employees are directed not to report to work for their regularly scheduled hours then the affected employees shall be offered an assignment equivalent to the hours missed. These missed hours will be assigned no later than one day beyond the time period specified in Article IX, Section A. The work to be assigned shall be determined by the Superintendent or their designee.

All employees who are subject to this Agreement shall be granted a fifteen (15) minute break from work per day. Employees who are subject to this Agreement who are employed for six (6) or more hours on a given day shall be granted two (2) fifteen (15) minute breaks from work on said days.

**ARTICLE XI**  
**INTER-SCHOOL TRAVEL**

Employees who are regularly assigned to travel to more than one school each day on a regular basis will be paid the same uniform rate per mile, for travel between schools paid to other School Committee employees, at the current IRS rate. As long as the travel continues on the same and regular basis, payment will be made twice during the school year, unless the total annual payment is expected to be less than \$100.00, in which case the payment will be made at the conclusion of the school year. Employees shall submit such mileage reports as may be required by the School Committee.

**ARTICLE XII**  
**DUES**

- A. 1. The Committee agrees to certify to the Monson Town Treasurer deductions from the salaries of its employees for the Monson Teachers Association, Inc., as said

Unit E employees individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to the Association. Unit E employee authorizations will be in writing in the form set forth below:

PAYROLL DEDUCTION AUTHORIZATION FORM

Name \_\_\_\_\_  
Address \_\_\_\_\_

I hereby authorize the Monson School Committee and the Treasurer of the Town of Monson to deduct each year the current dues of the Monson Teachers' Association, the Massachusetts Teachers Association and the National Education Association not withstanding any increases or decreases in such dues in future years.

I understand that the specific amount of the current dues shall be certified to the Monson School Committee by the Treasurer of the Monson Teachers' Association each school year.

The deductions shall be made in consecutive equivalent amounts beginning with the first pay period in October of the current school year. If I leave the Monson Public Schools prior to the time all deductions have been made, I authorize and direct that the balance due be deducted from my final paycheck. This authorization shall be made pursuant to the provision of the General Laws - Chapter 180, Section 17C as most recently amended.

I understand that I must give at least sixty (60) days notice, in writing, to the Treasurer of the Monson Teachers' Association and the Monson School Committee to withdraw this authorization for a subsequent school year. I further understand that by acceptance of MTA membership, I am obligated to pay the full annual dues for each year as determined by MTA bylaws.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Monson School Committee and all of its officers from any liability therefore.

My signature below indicates that I have read, understood, and agree to the above authorization.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CONTINUING CASH AUTHORIZATION FORM

I hereby authorize the Treasurer of the Monson Teachers' Association to bill me annually for the current dues of the Monson Teachers' Association, the Massachusetts Teachers Association, and the National Education Association not withstanding any increases or decreases in such dues in future years.

I understand that the specific amount of the current dues shall be certified to the Monson School Committee by the Treasurer of the Monson Teachers' Association each school year.



If for any reason the total current dues are not paid to the Treasurer of the Monson Teachers' Association by October 31 of the current school year, I hereby authorize the Monson School Committee and the Treasurer of the Town of Monson to deduct from my salary the current dues in ten (10) consecutive equivalent amounts. If I leave the Monson Public Schools prior to the time all deductions have been made, I authorize and direct that the balance due be deducted from my final paycheck. This authorization shall be made pursuant to the provisions of the General Laws - Chapter 180, Section 17C as most recently amended.

I understand that I must give at least sixty (60) days notice, in writing, to the Treasurer of the Monson Teachers' Association and the Monson School Committee to withdraw this authorization for a subsequent school year. I further understand that by acceptance of MTA membership, I am obligated to pay the full annual dues for each year as determined by MTA bylaws.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Monson School Committee and all of its officers from any liability therefore.

My signature below indicates that I have read, understand, and agree to the above authorization.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

2. The Monson Teachers' Association, Inc. will certify to the Committee in writing the current rate of its membership dues. When the Association changes the rate of its membership dues, it will give to the Committee thirty (30) days' written notice prior to the effective date of such change.

B. Unit E employees will be eligible to participate in "tax-sheltered" Annuity Plans established by law and the School Committee will authorize monthly deductions therefore, in a fixed amount upon proper written authorization which can only be canceled by at least thirty (30) days' written notice.

C. 1. "CREDIT UNION DEDUCTIONS"

Name \_\_\_\_\_

Address \_\_\_\_\_

I hereby request and authorize the Monson School Committee to deduct \_\_\_\_\_ dollars from my first paycheck each and every month and to transmit such sums monthly to the Massachusetts Teachers Association Credit Union. I understand that the Committee will discontinue such deductions for any school year only if I give the Committee in writing sixty (60) calendar days prior notice from the date of receipt by the Superintendent to that effect with only one change permitted during the contract year. I hereby waive all right and claim for said monies so

deducted and transmitted in accordance with this authorization, and relieve the School Committee and all of its officers from any liability therefore.

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

2. Deductions will start thirty (30) days after this authorization has been furnished to the School Committee.

**ARTICLE XIII**  
**STRIKES**

During the term of this Agreement, or any amendment thereto, the Association shall not cause or sponsor, and no employee shall cause or participate in, any strike or work stoppage or any other action which has been determined to be a prohibited action under Chapter 150E, Section 9A. The Association will take all reasonable steps to end any violation of this Article by individual Association members. The Association shall not be held liable if such reasonable steps have been taken to end any violation by individual Association members. Employees who participate in any such acts may be disciplined or discharged without recourse to arbitration, provided, however, that the question of their participation shall itself be subject to the grievance and arbitration procedure.

The School Committee may, in addition to the remedies under Chapter 150E of the General laws or this Agreement, file independently an action in the appropriate court to enforce this Article.

**ARTICLE XIV**  
**LONGEVITY**

A longevity bonus of \$650.00 will be given in June to each employee who has completed ten (10) years of continuous service which amount shall be increased to \$750.00 for each employee who has completed fifteen (15) years of continuous service, \$850.00 for each employee who has completed twenty (20) years of continuous service, and \$950.00 for each employee who has completed twenty five (25) years of continuous service.

**ARTICLE XV**  
**AMENDMENT AND STABILITY OF AGREEMENT**

- A. No agreement, understanding, alteration, or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.

- B. The failure of the School Committee or the Association to insist in any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the School Committee or Association to future performance of any such term or condition, and the obligations of the School Committee and the Association to such future performance shall continue in full force and effect.

**ARTICLE XVI**  
**DURATION OF AGREEMENT**

- A. This Agreement shall be effective July 1, 2021, and shall expire June 30, 2024 except as provided below in this Article.
- B. Either party may notify the other party of its desire to terminate or modify this Agreement by written notice by registered or certified mail, postage prepaid, post-marked at least ninety (90) days prior to expiration date of the Agreement. If such notice is given, negotiations shall begin not later than sixty (60) days prior to contract expiration.

**ARTICLE XVII**  
**CAFETERIA PLAN**

Members of Unit E are eligible to participate in the Section 125 Cafeteria Plan authorized by the Monson Board of Selectmen as outlined in the Plan Summary provided by the Town Treasurer's office.

**ARTICLE XVIII**  
**SUBSTANCE ABUSE AND DRUG-FREE WORKPLACE ACT**

1. It is the desire of the parties to provide a drug free/alcohol free work environment for all employees. No employee will report for work intoxicated, impaired, or under the influence of alcohol or any controlled substance. Employees are expected and required to report for work on time and in appropriate mental and physical condition for work.

Alcoholism and drug addiction are recognized by the parties to be treatable illnesses. Without detracting from the rights and obligations of the parties as recognized elsewhere in this Agreement, the Association and the School Committee agree to cooperate in encouraging employees afflicted by the abuse of alcohol or drugs to seek appropriate treatment designed to rehabilitate the employee.

No employee will be penalized for voluntarily acknowledging alcohol or drug dependency and seeking appropriate treatment. If an employee refuses to avail

themselves of treatment and alcoholism or drug abuse impairs work performance, attendance, conduct, or reliability, or results in violation of external law, the normal contractual and/or statutory disciplinary procedures, up to and including termination of employment, will be utilized.

2. Pursuant to the Drug-free Workplace Act (20 U.S.C. 701, et seq.) and the regulations promulgated thereunder, the Monson School Committee hereby adopts and implements a program to prevent the use of illicit drugs by employees in the workplace.
  - a. The Committee hereby notifies all employees that the unlawful manufacture, distribution, dispensing, 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 Monson Public Schools shall:
    - (1) abide by the terms of paragraph 2.a. hereinabove; and
    - (2) notify the Committee in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after said conviction.
  - c. Within ten (10) days after receiving notice, under paragraph 2.b.(2) hereinabove, the Committee will report said notice of conviction to the federal agencies with whom it contracts for grant funds.
  - d. Within thirty (30) days after receiving the notice under paragraph 2.b.(2) hereinabove, the Committee will take appropriate disciplinary action up to and including termination.
  - e. Based upon reasonable suspicion, the Committee shall notify local, state or federal law enforcement authorities of any unlawful manufacture, distribution, dispensation, possession or use of controlled substance by any employee in the workplace.
  - f. The Committee shall provide the President of the Association with information regarding drug abuse assistance or rehabilitation programs approved by federal, state or local health law enforcement or other appropriate agencies.

## ARTICLE XIX EVALUATIONS

Formal evaluations will be performed annually by May 30<sup>th</sup> by the Food Services Director with input provided by the employee's immediate supervisor as appropriate. It is understood that evaluation and goal meetings may be held throughout the year.

**ARTICLE XX**  
**SALARY**

**Salary Increases:**

Effective July 1, 2021, there will be a \$0.50 increase across the salary schedule.

Effective July 1, 2022, there will be a \$0.50 increase across the salary schedule.

Effective July 1, 2023, there will be a \$0.50 increase across the salary schedule.

Employees covered by this agreement will receive a yearly statement which will include the date of hire and number of sick days and personal days accumulated.

All employees shall receive their paycheck by direct deposit. All employees will have access to information including the date of payment, any deductions taken out during the payment period, and all accrued benefits.

Effective July 1, 2021, the wages of Unit E Staff shall be as follows:

**Building Aides and Cooks:**

| <b><u>Years</u></b> | <b><u>2021-2022</u></b> | <b><u>2022-2023</u></b> | <b><u>2023-2024</u></b> |
|---------------------|-------------------------|-------------------------|-------------------------|
| 1                   | \$15.16                 | \$15.66                 | \$16.16                 |
| 2                   | \$15.46                 | \$15.96                 | \$16.46                 |
| 3                   | \$15.60                 | \$16.10                 | \$16.60                 |
| 4                   | \$16.08                 | \$16.58                 | \$17.08                 |
| 5                   | \$16.40                 | \$16.90                 | \$17.40                 |
| 6                   | \$16.73                 | \$17.23                 | \$17.73                 |

**Cafeteria Help/Dish:**

| <b><u>Years</u></b> | <b><u>2021-2022</u></b> | <b><u>2022-2023</u></b> | <b><u>2023-2024</u></b> |
|---------------------|-------------------------|-------------------------|-------------------------|
| 1                   | \$14.65                 | \$15.15                 | \$15.65                 |
| 2                   | \$14.88                 | \$15.38                 | \$15.88                 |
| 3                   | \$15.05                 | \$15.55                 | \$16.05                 |
| 4                   | \$15.14                 | \$15.64                 | \$16.14                 |
| 5                   | \$15.64                 | \$16.14                 | \$16.64                 |
| 6                   | \$15.95                 | \$16.45                 | \$16.95                 |

**Secretary:**

| <b><u>Years</u></b> | <b><u>2021-2022</u></b> | <b><u>2022-2023</u></b> | <b><u>2023-2024</u></b> |
|---------------------|-------------------------|-------------------------|-------------------------|
| 1                   | \$15.37                 | \$15.87                 | \$16.37                 |
| 2                   | \$15.87                 | \$16.37                 | \$16.87                 |
| 3                   | \$16.58                 | \$17.08                 | \$17.58                 |
| 4                   | \$17.04                 | \$17.54                 | \$18.04                 |
| 5                   | \$18.04                 | \$18.54                 | \$19.04                 |
| 6                   | \$18.40                 | \$18.90                 | \$19.40                 |

**Van Driver:**

| <b><u>Years</u></b> | <b><u>2021-2022</u></b> | <b><u>2022-2023</u></b> | <b><u>2023-2024</u></b> |
|---------------------|-------------------------|-------------------------|-------------------------|
| 1                   | \$15.89                 | \$16.39                 | \$16.89                 |
| 2                   | \$16.25                 | \$16.75                 | \$17.25                 |
| 3                   | \$16.67                 | \$17.17                 | \$17.67                 |
| 4                   | \$17.04                 | \$17.54                 | \$18.04                 |
| 5                   | \$17.36                 | \$17.86                 | \$18.36                 |
| 6                   | \$17.71                 | \$18.21                 | \$18.71                 |

If a cafeteria worker covers for the cook, the worker will be paid the cook salary at the appropriate rate.

**Attendance Incentive**

Employees covered by this agreement and work their full daily scheduled hours will be eligible for an attendance incentive. Time on approved personal leave will not be counted against the attendance incentive. This incentive will be paid in the final paycheck of the school year in June.

Employees will be eligible for the attendance incentive according to the following schedule:

|   |          |
|---|----------|
| Absent 0-1 days in a school year:       | \$200.00 |
| Absent 2 days in a school year:         | \$150.00 |
| Absent 3 or more days in a school year: | \$0.00   |

**Continuing Education**

Beginning July 1, 2015, the USDA has mandated that all school food service employees participating in the National School Lunch Program obtain professional standards credits yearly. Credits vary depending on job description and are a condition of employment. The District should, whenever possible, offer these courses as part of the Professional Development (See Article XXII), particularly on half-days.

The District will provide prompt written notice upon request of any and all professional standards credits earned by the employees towards the requirements designated in this section as well as the total number of credits required.

| <b>STAFFING LEVEL</b>                             | <b>CREDITS EACH SCHOOL YEAR</b> |
|---|---------------------------------|
| Director  | 12                              |
| Manager   | 10                              |
| All other staff                                   | 6                               |
| Part-time staff (working less than 20 hours/week) | 4                               |

Cafeteria Workers

If school is delayed in opening or there is an early release day due to weather/emergency, the cafeteria worker will be paid their full scheduled day.

Equal Distribution of Pay

Employees may choose to distribute their pay over a designated period to provide equal distribution of monies. This will be assessed quarterly to determine if 80% attendance has taken place. An adjustment may need to be implemented to eliminate the need for employees to reimburse the school system due to excessive discrepancy of actual hours worked versus pay that has already been received. A notice will be forthcoming from the business office should this adjustment need to occur.

**ARTICLE XXI**  
**PROFESSIONAL DEVELOPMENT**

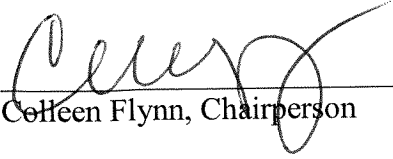
All Unit members will participate in professional development program(s) each year. The professional development activities will be determined by input given by both Unit E members and administration. Recommendations will be subject to approval by the Director of Food Services (cafeteria) and budgetary considerations.

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This Agreement has been ratified and has been executed by the duly authorized representatives of the School Committee and the Association.

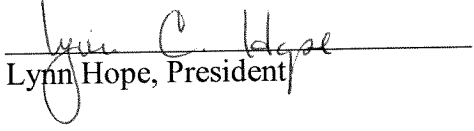
For the Monson School Committee:

For the Monson Teachers Association:

  
\_\_\_\_\_  
Colleen Flynn, Chairperson

\_\_\_\_\_

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lynn Hope, President

\_\_\_\_\_

5/24/22  
\_\_\_\_\_  
Date