

AGREEMENT

BETWEEN

READING SCHOOL COMMITTEE

AND

READING CAFETERIA EMPLOYEES,

AFSCME, COUNCIL 93, LOCAL 1703

EFFECTIVE: JULY 1, 2014

EXPIRING: JUNE 30, 2017

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AGREEMENT

By and between the School Committee of Reading (Committee) and the school cafeteria employees of the Town of Reading, American Federation of State, County, and Municipal Employees AFSCME, Council 93, Local No. 1703/AFL-CIO ("Union").

RECOGNITION

Pursuant to a certification of representatives issued by the Massachusetts Labor Relations Commission after an election January 20, 1981, the Committee recognizes the American Federation of State, County, and Municipal Employees AFSCME, Council 93, Local No. 1703/AFL-CIO as the exclusive bargaining representative for the purpose of collective bargaining all of cafeteria employees of the Committee who work twenty (20) hours or more per week, hereinafter referred to as "employees", but excluding the Food Services Director and all other employees of the Committee.

PREAMBLE

WHEREAS: Recognizing that our prime purpose is to provide service of the highest possible quality for the public schools of Reading and that good morale within the ranks of the cafeteria employees of the Reading Schools is essential to the achievement of that purpose, and

WHEREAS: Under the laws of Massachusetts, the Committee, elected by the citizens of Reading, has final responsibility for establishing the policies of the employees of the public schools of Reading. It is recognized that in addition to other functions and responsibilities the Reading School District has, and shall have, the sole right and responsibility to direct the operations of the employees and in this connection to determine the methods, processes and types of work to be performed; schedule of shifts and hours of work; and to select, hire and promote and demote employees; including the right to make and apply rules and regulations of discipline, efficiency and safety, and

WHEREAS: The Superintendent of Schools and his/her designee have the responsibility for carrying out the policies so established, and

WHEREAS: The Reading School District shall also have the right and responsibility to discharge or otherwise discipline any employees who have fulfilled probationary status and have been employed by the Reading School District for three years or fewer for good cause and employees who have been employed by the Reading School District for more than three years for just cause, to promote transfer and lay-off employees because of lack of work or other cause hereinafter provided, and

WHEREAS: The cafeteria employees of the public schools of Reading have the responsibility of providing school facilities services of the highest quality possible, and

WHEREAS: Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information among the Committee, the Superintendent of Schools, his/her designee, the officers of the Union and the formulation and

application of policies relating to wages, hours, and other conditions of employment for these employees, and

WHEREAS: Employees covered by this Agreement shall have and shall be protected in the exercise of right, freely and without fear of penalty or reprisal, to form, join and assist employee organization, or to refrain from such activity, to hold office in and/or participate in the management of the Union, and to engage in other lawful Union and concerted activities.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1

AUTHORITY OF THE READING SCHOOL DISTRICT

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary:

- A. The Reading School District for itself and its authorized representatives reserves and retains full rights, authority and discretion in the proper discharge of its duties and responsibilities to control, supervise and manage the public schools under governing law, rules and regulations; and
- B. Nothing in this agreement shall be deemed to derogate from or impair the powers and responsibilities of the Reading School District under governing law, by-laws, rules and regulations and it may exercise the same without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.
- C. No provision of this Agreement shall be construed to prevent or prohibit the Reading School Committee or the Reading School District from taking required actions under Federal or State Food Code or local public health ordinances or bylaws.

The failure of the Reading School District to exercise any rights or prerogatives under this Agreement shall not be deemed a waiver.

The "Reading School District", as used in this Agreement, shall be interpreted to mean, School Committee and/or appropriate school administrators, as the case maybe, so as to effectuate, and comply with, the provisions of the Education Reform Act of 1993, and subsequent amendments.

ARTICLE 2

TERMINATION OF BARGAINING

The Committee and the Union acknowledge that this Agreement sets forth the understandings and agreements arrived at by the parties after full collective bargaining and negotiations. Therefore, each party voluntarily and unqualifiedly waives the right, and each agrees that the other should not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement. Being a mutual agreement, this instrument may be amended at any time by mutual consent.

ARTICLE 3

DEFINITIONS

A. Full Time Employee - An employee who normally works thirty (30) or more hours per week.

B. Regular Part-time Employee - An employee who normally works twenty (20) or more hour per week.

C. Seniority - The length of continuous service as full time or regular part-time cafeteria employee.

D. Continuous Service - Time worked including paid leave of absence, but excluding unpaid leaves of absence.

ARTICLE 4

NON-DISCRIMINATION

The Committee and the Union agree that they shall not discriminate against any person because of race, color, sex, religion, national origin, sexual orientation, disability, or age.

ARTICLE 5

DUES DEDUCTION

Section 1:

The town agrees to deduct monthly dues from the wages of employees covered by this agreement provided an authorization form approved by the Finance Officer of the Town is submitted for each such employee.

Section 2:

A. Effective thirty (30) days after execution of this agreement or the commencement of employment, whichever comes later, each employee, in accordance with GL C. 150E, S. 12, shall be required to pay a service fee to the union.

B. The Union will be solely responsible for enforcing the provisions of this section. The Town will not be responsible to enforce any provision of this Article.

C. The Union will indemnify, defend and hold harmless the Town against any and all claims, actions or lawsuits of any kind or description, whether at law or in equity, and whether based on statute, constitution or common law, made or instituted against the Town or its agents, employees or administrators, resulting from this Article 5. Specifically, the Union will have no right of action, by way of contribution, counterclaim or other basis against the Town. Should any administrative agency or court of competent jurisdiction find the Town liable for any damages as a result of this Article 5, the Union will pay any and all of those damages, including interest and charges.

D. The service fee shall be calculated in accordance with the provisions of G.L. C. 150E, S. 12, and applicable state and federal constitutional law and shall not exceed the periodic dues required to be paid by employees to remain members in good standing with the Union.

ARTICLE 6

PROBATIONARY PERIOD

All cafeteria employees shall be hired on a probationary basis lasting 90 paid working days.

Prior to the end of the 90 day probationary period the employee's immediate supervisor shall evaluate his/her work performance and shall recommend that the employee be retained as a permanent employee or be terminated.

A probationary employee may be discharged at any time during the probationary period, without cause. The discharge shall not be a subject to the grievance procedure.

A probationary employee shall be paid according to the salary schedule and after sixty (60) calendar days shall be entitled to fringe benefits provided by this Agreement in Article 9, 10, 12, 13, and 14.

ARTICLE 7

HOURS, WORK WEEK, WORK YEAR, AND WAGES

A. The regular hours of work each day shall be consecutive, except for the interruption of a one-half (1/2) hour duty-free, unpaid lunch for those employees eligible for lunch. Employees

are not expected to work during the lunch period unless unusual circumstances or emergencies make their assistance necessary.

B. The work week shall consist of five (5) consecutive days, Monday through Friday, inclusive, with two (2) consecutive days off, Saturday and Sunday.

C. The normal work day shall consist of consecutive hours within a twenty-four (24) hour period. Each employee shall be scheduled to work a shift with regular starting times and quitting times. Each employee shall be responsible to record their time as required by FSD. Prior to implementation of an automated or electronic time recording system, the parties to this agreement shall meet to bargain about the implementation of such a system.

D. A ten (10) minute duty-free coffee break will be allowed for each employee. Employees are not expected to perform services during this break, unless unusual circumstances or emergencies make their assistance necessary. Coffee breaks are not cumulative and may not be used to shorten the work day.

E. Each employee who works four (4) or more hours each day shall receive a one-half (1/2) hour duty-free unpaid lunch hour and shall receive a free "Type A" lunch. Lunch breaks are not cumulative and may not be used to shorten the work day unless there is prior permission from the Director of Food Services

F. A cafeteria employee shall be employed whenever an organization, whether or not the organization is school-related, will be utilizing the kitchen facilities in any school of the Reading Public Schools. The employee is to be hired in a supervisory capacity as a representative of the Town of Reading. The employee will be paid time and one half at his/her rate of pay with a minimum pay of twenty-five dollars (\$25) for the function. Thanksgiving Day shall be paid at double time.

G. Employees shall work all school days on which lunch is scheduled to be served. In addition, employees shall work two (2) days before the start of school and additional days as needed after the end of the school year. The Director of Food Services reserves the right to schedule employees for either one (1) or two (2) days before the beginning of school, and shall notify employees by June 1. It is also at the discretion of the Director of Food Services to allow employees to work longer hours on one (1) day as opposed to working two (2) days at this time. Employees shall also be allowed to work on one (1) of the teacher's in service days for the purpose of cleaning. This day will be designated by October 15th of the school year. The work year shall be at least one hundred seventy five but shall not exceed a total of one hundred eighty six (186) days.

H. Inclement Weather - If school has been canceled due to inclement weather or other unforeseen circumstances, employees shall not be required to work.

ARTICLE 8

JOB POSTING

A. When a position covered by the Agreement becomes vacant and is to be filled, it shall be posted for five (5) working days and the President of the Union shall be notified. Interested employees may apply in writing for the position. Selection of the employee to fill the vacancy shall be based on qualifications and ability. When the Director of Food Services and/or Principal decides that qualifications and ability are relatively equal, seniority shall be the determining factor. If no employee-applicant is qualified, the Reading School District may fill the position from outside the bargaining unit.

B. Prior to the opening of new schools, all positions in such schools will be posted for selection.

C. The above job posting procedure shall be used in the event a new position is created within the bargaining unit.

D. Employees are required to give 10 work days notice prior to resigning a position. The School Committee shall have no right of action or claim against the Reading Cafeteria Employees Association, AFSCME Council 93, Local 1703 should an employee fail to provide the required notice stated herein.

ARTICLE 9

SICK LEAVE

A. In the first year of employment, an employee shall receive one (1) sick day per month for the first two (2) months of employment, and thereafter shall be eligible for ten (10) additional days with pay for absence due to illness or injury. An employee that is hired after the start of the school year shall be entitled to one sick day per month based on the total number of months remaining in the school year. Such employees will be credited with one (1) sick day per month for each month of employment. All other full time employees and regular part-time employees shall be eligible for twelve (12) such sick days. Up to four (4) days of sick leaves each school year may be used in the event of a family illness.

B. Any unused portion of such leave may be accumulated to a maximum of one hundred twenty (120) days for full time employees, and seventy-five (75) days for part-time employees.

C. When absence due to illness is for a period of three (3) or more consecutive days, the Superintendent or his/her designee may require a doctor's certificate before a cafeteria employee may return to work. A cafeteria employee who has been absent for five (5) consecutive school days due to his or her illness or injury or that of a member of his/her family of household may be asked for medical certification if absence is due to a serious health condition as necessary to comply with the requirements of the Federal Family and Medical Leave Act of 1993. When absence due to sickness or injury necessitates absence from work for ten (10) or more consecutive days, the Superintendent or his/her designee shall require the employee to submit a letter from a regularly licensed practicing physician, giving the diagnosis and prognosis, before the employee shall be entitled to sick leave with pay. The Superintendent of Schools or his/her

designee reserves the right to obtain an Independent Medical Examination of the Superintendent's choosing at its expense.

D. When absence is compensable under Workmen's Compensation Insurance, the employee may use his/her accumulated sick leave to make up the difference between Workmen's Compensation benefits and his regular base rate salary, until such sick leave is exhausted.

E. Employees whose services are terminated for any reason shall not be entitled to compensation in lieu of sick leave not taken, except as provided in paragraph G below.

F. A complete and accurate record shall be maintained of each employee setting forth the dates used from his/her sick leave and the number of his/her sick leave days remaining. Such record shall be available for inspection by each individual upon reasonable request.

G. If leave with pay is about to be exhausted, the employee involved may make a written application for additional leave with pay for up to twenty (20) school days to the Superintendent of Schools or his/her designee. Grant of such leave is discretionary with the Superintendent. Before any action by the Superintendent, the employee shall submit a diagnosis, prognosis, and expected date of return to work. The Superintendent of Schools or his/her designee reserves the right to send an employee for an independent medical examination at the expense of the Reading School Department.

H. Upon death, retirement, or termination of employment for reasons other than dismissal for just cause, an employee with seven (7) years or more of service shall be paid for unused sick days at a rate of fifty percent (50%) of his/her per diem rate based on his/her regular scheduled daily hours in effect at the time of death, retirement, or termination of employment. If an employee retires or is terminated prior to the end of the school year, the accrued sick time for that year shall be pro-rated based on the number of days actually worked. An employee with seven (7) years or more of service who is laid off shall be paid on the expiration of his/her recall.

I. The above paragraph H is applicable only to employees hired prior to July 1, 1995. Any employee hired after July 1, 1995 is not entitled to the policy described in paragraph H.

I. Sick Leave Bank

1. A sick leave bank committee ("SLBC") shall be established to administer a sick leave-bank, subject to the terms and conditions hereinafter provided. The SLBC shall consist of three members to include one cafeteria employee selected by the Association, the Director of Food Services, and one administrator appointed by the Superintendent.
2. Any employee who wishes to participate in the sick leave bank shall so advise the SLBC, in writing, within two weeks after the execution of this agreement. Failure to notify the SLBC shall mean the employee is not eligible to participate. Any employee who gives appropriate notice shall continue to participate until the SLBC is thereafter notified, in writing, of his or her intent not to participate.

3. Any employee who gives appropriate notice of participation, as aforementioned, shall donate two (2) days of his/her annual sick leave days to the bank (automatic deduction). All newly hired employees who elect to participate shall contribute, in their first year of employment, two (2) days of their annual sick leave days to the bank. One day of each employee's annual sick leave days shall be donated, each year thereafter, up to a maximum of 180 days in the bank. The election by newly hired employees to participate shall be made within two (2) weeks of the commencement of their employment.
4. The SLBC shall determine when it becomes necessary to replenish the sick leave bank (up to the maximum) by the donation of additional days from each member.
5. The SLBC shall determine eligibility for use of the bank and the amount of days to be granted, subject to the following terms and conditions:
 - A. The employee requesting utilization of sick leave bank days must have completed at least two years of continuous service as a member of the bargaining unit.
 - B. The employee must have exhausted all of his/her annual and accumulated sick leave.
 - C. The sick leave bank may only be used for serious personal injury or serious personal illness.
 - D. Appropriate medical evidence of serious illness or serious injury must be submitted with the employee's application requesting sick leave bank days and any request for additional sick leave bank days.
 - E. The employee's initial request shall not exceed 15 days. Additional requests may be made but the maximum amount of sick leave bank days that may be granted by the SLBC to any one employee shall not exceed forty (40) days per year.
 - F. The maximum amount of hours that may be granted by the SLBC in any school year shall not exceed 846. (180 days x average of 4.7 hours per day).
 - G. The SLBC may take into consideration, amongst other relevant factors, the following factors in determining whether to grant sick leave bank days:
 1. The employee's prior record of sick leave use.
 2. Length of service.
 - H. The decision of the SLBC regarding any request shall be final and not subject to appeal. All decisions of the SLBC shall be by majority vote upon appropriate notice to the members of the meeting at which the vote is to be taken.
 - I. Any days granted by the SLBC which qualify as family medical leave shall be charged against such leave.

ARTICLE 10

TEMPORARY LEAVES WITH PAY

A. Personal Leave - Recognizing that occasionally there arises an unusual situation necessitating the unexpected absence of an employee for personal reasons, the parties hereby agree to the following:

1. A personal leave day is designed for personal matters that normally cannot be accomplished outside the regular school hours and normally shall not be taken on the day immediately preceding or following vacations, holidays, or long weekends. The parties agree that such leave must be taken for important personal or business reasons and not as vacations or recreation. Personal days will not be taken or granted for travel time in connection with a vacation, holiday or weekend.
2. Each employee may be granted not more than two (2) personal days with pay per school year. Such days must be made in writing to the Director of Food Services, with a copy sent to the building principal, at least 48 hours in advance, unless an emergency situation precludes giving such advance notice, in which case the written submission justifying such leave shall be presented as soon as possible or after such leave. The particular, private reason for such leave need not be stated.
3. Requests for a personal day to be used on a Monday or Friday, immediately preceding or following a vacation, holiday, long weekend or other days on which no work is scheduled shall be made in writing at least 48 hours in advance and shall be subject to the approval of the Director of Food Services. In order to make an informed decision, the Director of Food Services may inquire as to the reason for the request. If an emergency situation precludes giving such advance notice, the request with the accompanying reason shall be presented to the supervisor as soon as possible after such leave.
4. Upon request by the employee the Superintendent may allow a third personal day in the event of an extreme emergency as deemed appropriate by the Superintendent. This third day may be deducted from the employee's previously accumulated sick days.

B. Bereavement Leave - Five (5) days leave with pay will be granted to any employee upon the death of that employee's mother, father, spouse, son, daughter, or foster / step child who is living in the same home as the employee.

Three (3) days leave with pay will be granted to any employee upon the death of that employee's brother, sister, mother-in-law, or father-in-law. One additional day of funeral leave for a total of four (4) days may be granted in writing to such employee at the discretion of the Superintendent or his/her designated representative.

One (1) day leave with pay will be granted to any employee upon the death of other members of the family, such as an aunt, uncle, sister-in-law, brother-in-law, etc.

The purpose of bereavement leave is to attend the funeral and/or attend to matters arising from such death.

ARTICLE 11

EXTENDED LEAVE OF ABSENCE WITHOUT PAY

A. Maternity Leave

1. A female employee who has been employed for not less than three (3) months by the Reading School District shall, upon request, be granted a maternity leave of absence no more than eight (8) calendar weeks duration. Such leave shall be unpaid except to the extent of actual disability which normally shall not exceed ten (10) days. A claim of actual disability beyond ten (10) days shall be supported by a doctor's certificate following the period of disability. Actual disability shall be treated as paid sick leave.

2. An application for leave must be made at least sixty (60) calendar days prior to her anticipated date of departure and must include a statement of her intention to return and the date on which she expects to return.

3. The female employee who returns to work on the date specified by her in paragraph 2 above shall be restored to her prior position, or a similar position, on that date. In the event that an employee seeks to return on a date earlier or later than the date specified, she shall be restored to her prior position, or a similar position as soon as possible.

4. Seniority and all benefits held at commencement of the leave, such as sick leave, and vacation time shall be restored upon return. Benefits and seniority do not accrue over the term of the leave.

5. The employee may maintain her status in the Reading Hospitalization and Insurance Programs at her own expense, during that portion of maternity leave not covered by sick leave.

B. Long -Term Leave

1. Leaves of absence not to exceed one (1) year without pay may be granted by the Superintendent of Schools.

2. All requests for leave shall be made in writing and specify the date leave would commence and the date of anticipated return if granted. Upon return, the employee will be assigned to the same or a similar position, if either is available.

3. All benefits to which the employee was entitled at the time of his/her leave of absence shall be restored to him/her. Benefits and seniority will not continue to accrue during the leave of absence.

4. The Committee agrees to comply with the Federal Family and Medical Leave Act. The language contained herein is intended to assist in explaining the law as it exists at the time of ratification. It is understood that current statues and regulations shall take precedent.

ARTICLE 12

VACATION

A. Any full-time or regular part time employee who is hired as a cafeteria employee by the Reading School Department shall receive compensation for the following vacation days:

1. Beginning with the first full school year following the employee's date of hire, the employee shall receive vacation pay according to the following schedule:

9 days	20 weeks
12 ½ days	4 years
16 ½ days	9 years
18 ½ days	14 years
20 ½ days	19 years

2. If an employee begins after the beginning of the school year, the number of days received after twenty (20) weeks of continuous service shall be prorated based on the number of full months remaining in the school year. It is agree that for the purpose of vacation pay that any new employee hired after January 1 will not be eligible for vacation pay for that school year.

B. Employees shall not be eligible to use vacation days during regular school lunch days, but shall instead receive compensation for days during scheduled school breaks. Employees' vacation allowance shall be paid out proportional to the number of scheduled school breaks.

C. When an employee retires or terminates for any reason during the school year, such employee shall receive vacation pay prorated according to the amount of time worked.

ARTICLE 13

HOLIDAYS

A. Employees are entitled to paid holidays when they fall within the regular work week except that the regular work week requirement shall not be applicable to Christmas day.

Christmas Day
Martin Luther King Day
President's Day
Memorial Day (last Monday in May)
Labor Day (first Monday in September)
Columbus Day (second Monday in October)
Veteran's Day
Thanksgiving Day (fourth Thursday in November)
Day after Thanksgiving

B. If a holiday falls on a Saturday, it will be celebrated on the preceding Friday, and if a holiday should fall on a Sunday, it will be celebrated on the following Monday. In the event the school is in session when the preceding situation occurs, the employee will be given some other day off in lieu of the Friday or Monday, or will be compensated for the number of hours worked, computed at his/her regular hourly wage, in addition to his/her regular pay. It shall be the prerogative of the School Committee to decide which to do.

ARTICLE 14

INSURANCE AND RETIREMENT

A. Medical Benefits - The town will provide and may amend a package of medical benefits to its employees. Employees have a right to choose from among available medical benefits, or may decline such benefits.

The benefit plan, if any, in effect for each employee at the time of retirement shall be the plan to which the employee is entitled.

B. Retirement - All employees covered under the Retirement System shall be governed by the requirements and provisions of the System relating to retirement age and benefits.

The employee should notify his/her Department Head at least two (2) months before retirement if possible. The employee should apply to the Retirement System for pension benefits. The Department Head shall immediately notify the Superintendent of Schools of the pending retirement of any employee.

ARTICLE 15

UNIFORMS

Consistent with IRS rulings, the uniform reimbursement amount is taxable and must be processed as a stipend through payroll. Any employee who has worked at least three (3) months, will be entitled to a **\$250** uniform stipend, payable within the first three (3) payroll periods of the year. Employees who are hired after the beginning of the school year shall be entitled to a prorated share of this allowance based on the number of days actually worked. All uniforms worn by an employee during the work day must follow Food Service Department guidelines and conform to all public health standards.

ARTICLE 16

LONGEVITY

Longevity pay will be received by those employees who have been employed by the Reading School Lunch Program for ten (10) or more consecutive years. This payment will be prorated according to the number of hours worked, based on a forty (40) hour week.

Upon the completion of years listed of continuous service, longevity payment will be as follows:

10 years	\$ 238
15 years	\$ 322
20 years	\$ 405

Time worked as an employee working less than twenty (20) hours shall count toward longevity credits.

This Article applies only to those employees hired before July 1, 1995, those employees hired after July 1, 1995 are not entitled to longevity payments.

ARTICLE 17

CAREER DEVELOPMENT

An employee who has completed the probationary period shall be eligible for 100% tuition reimbursement up to an annual maximum of three hundred dollars (\$300) per employee, upon satisfactory completion of a job-related course, program, or seminar. Such job related education must be pre-approved in writing by the Director of Food Service. Tuition

reimbursement funds may also be used to reimburse any employee's annual membership to the School Nutrition Association.

The Committee's maximum expenditure for the bargaining unit in any contract year (fiscal year) shall not exceed two thousand dollars (\$ 2,000), subject to availability of funds.

ARTICLE 18

PERFORMANCE EVALUATIONS

An evaluation procedure shall be established by the Reading School District using factors which shall be reasonably related to the employee's work performance. Prior to the School District's implementation of the evaluation process, it shall meet with members of the Union to review the form, criteria, and procedures to be followed in the evaluation and to seek their input.

Employees may be evaluated annually. All monitoring and observation of the work performance of an employee will be conducted openly and with full knowledge of employee. Employees will be given a copy of any evaluation prepared by their supervisor and will have the right to discuss this evaluation with their supervisors. A supervisor is required to confer with any employee whose service has been rated unsatisfactory in any respect, explain the rating, and plan cooperatively for improvement. The employee shall sign the evaluation to indicate having received a copy. The employee may attach comments to the evaluation.

Employees may upon reasonable request review and copy the contents of their personnel file.

No material derogatory to an employee's conduct, service, character or personality will be placed in his/her file unless the employee has had an opportunity to review the material. The employee will sign such material to indicate having reviewed it. The employee may also attach comments to such material. In no way does the employee's signature referred to in this article indicate agreement with that which was signed.

ARTICLE 19

REDUCTIONS IN FORCE

A. Layoff

1. In the event that it becomes necessary for the Reading School District to reduce the number of permanent employees in the bargaining unit because of decreases in pupil enrollment, reduction of the budget, or other financial reasons, the procedures set forth in this article will govern the termination and reemployment of employees who are affected by any such reduction.

2. Should the Committee determine that a reduction is to occur in one or more areas, the following procedure shall be followed:

To the extent possible, normal attrition will be used to reduce the number of positions in the area involved. If further reductions are needed, the Reading School District shall lay off employees in reverse order of seniority within the classification of cook-manager and cafeteria worker, with the following exceptions:

- a. In each classification all regular part-time employees shall be considered to be less senior than all full time permanent employees regardless of actual years of service.
- b. If a less senior employee can be shown to be clearly superior to a more senior employee considering qualifications appropriate for the type of position remaining, then the less senior employee may be retained. A cook-manager notified of a lay off shall have the right to displace the least senior full time cafeteria worker.

3. The Reading School District will make every effort to notify employees whose employment is to be terminated effective in September of the next school year no later than July 1. If the lay off occurs during the school year, the employees affected shall receive thirty (30) days notice.

4. Employees whose employment is so terminated will be considered for reemployment by the Reading School District in the inverse order of their termination during a period of one (1) year from the date of their termination, if they inform the Superintendent in writing within thirty (30) days of their termination of their desire to be considered. An employee who declines a position shall be placed at the bottom of the recall list. If a person on the recall list refuses the position offered, the Reading School District may hire from outside the system.

5. Employees who are reemployed by the Reading School District within said one (1) year period after their termination under the provisions of this article shall have restored to them the unused sick leave they had accumulated at the time of their said termination.

6. A certified letter sent to the last address on file at the Superintendent's office shall constitute recall notice. Failure to reply in writing within fourteen (14) days shall result in placement at the bottom of the recall list.

7. If two (2) or more employees are laid off effective the same date, for the purpose of recall, their order of lay off shall be according to seniority.

B. Reduction in Hours

1. If it becomes necessary to reduce the number of hours worked by the permanent employee, the Reading School District shall make reductions in reverse order of seniority within the classification of cook-manager and cafeteria worker, with the following exceptions:

- a. Article 20, Section A.2

b. in each classification all regular part-time permanent employees shall be considered to be less senior than full time permanent employees regardless of actual years of service; restoration of hours shall be in inverse order of reduction by classification.

2. The Superintendent or his/her designee will make every effort to notify permanent employees whose hours are to be reduced for the next school year no later than July 15. If the reduction in hours occurs during the school year, the affected employees shall receive at least two (2) weeks notice.

ARTICLE 20

STAFFING

Nothing in this agreement shall in any way impair the right of the Reading School District to eliminate positions or reduce the level of staffing, reorganize cafeteria functions, or make any other staffing changes it deems necessary to effectively operate the lunch program and school system. The exercise of these rights is subject to the Committee's obligation under M.G.L.c. 150E to bargain the impact of certain staffing changes prior to implementation.

ARTICLE 21

GRIEVANCE PROCEDURE

A "grievance" shall mean a complaint that there has been as to a cafeteria employee a violation, misinterpretation, or misapplication of any provisions of this Agreement.

The purpose of the grievance procedure is to produce prompt and equitable solutions in an atmosphere of informality and confidentiality. Nothing herein shall prevent an individual from presenting his/her grievance.

Grievances shall be processed as follows:

LEVEL 1- The grievance shall be presented orally to the Director of Food Services.

LEVEL 2- Within seven (7) school days after oral presentation at LEVEL 1, an unresolved grievance shall be submitted in writing stating the specific contract violation(s) to the Superintendent or his/her designee, who shall meet with the employee and not more than three (3) Union representatives within ten (10) school days after such submission. The Superintendent shall give his/her written answer within seven (7) school days after such meeting.

LEVEL 3 – (Not applicable to grievances involving discipline) Within ten (10) school days after such meeting with the Superintendent at LEVEL 2, an unresolved written grievance shall be submitted to the Committee. The Committee or its representative shall meet with the employee and the Union representative(s) within fifteen (15) school days after such

submission or at the Committee's next scheduled meeting, whichever is more practicable. The Committee will give its written answer within seven (7) school days after such meeting.

LEVEL 4 - Within fifteen (15) school days after such meeting, or in a disciplinary case within fifteen (15) school days after the Superintendent's response, whichever is earlier, the Union and not an individual employee, may submit an unresolved grievance to arbitration. Submission shall be by letter, postage prepaid, to the American Arbitration Association, with a contemporaneously postmarked copy to the Committee via the Superintendent.

1. The arbitrator shall be selected and the arbitration shall be conducted in accordance with the voluntarily labor arbitration rules of the American Arbitration Association and the cost shall be equally shared by the parties. The expense of its own presentations shall be borne by each party.
2. Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves the meaning, interpretation or application of an express provision of this contract. The arbitrator shall have no power to alter, add to, subtract from, or modify any provisions of this Agreement. The parties are agreed that no restrictions are intended on the powers of the Reading School District except those set forth in the language of this Agreement.
3. Notwithstanding any contrary provision of this Agreement, no provision of this Agreement shall be deemed to require the Reading School District to hire any particular number or kind of employees or to maintain any level of staffing nor shall any arbitrator have the power to order the hiring of any kind or number of cafeteria employees as a consequence of any violation of this Agreement. This provision shall not be deemed to restrict any arbitrator from ordering the reinstatement of any employee in any case dealing with the question of just cause for dismissal.
4. The arbitrator shall be without power to impose a personal financial obligation on any present or future member of the Committee.
5. The arbitration award shall be final and binding on the Reading School District, the Union, and on individual employees.

General

1. A grievance shall be deemed waived unless:
 - a. Presented at LEVEL 1 or, in the case of a class grievance at LEVEL 2, within twenty (20) school days after the event or condition leading to the grievance or within twenty (20) school days after knowledge or reason to know thereof, or
 - b. Submitted to the next higher step in the grievance procedure within the time limit specified therefore at each level. Such time limits may be extended by mutual agreement in writing. In any instance where an employee submits a grievance without Union representation, the Union shall have the right to be heard and to be present, and the resolution of the grievance shall be consistent with the terms of this Agreement.
2. In any instance where an employee submits a grievance without Union representation, The Union shall have the right to be heard and to be present, and the resolution of the grievance shall be consistent with the terms of this Agreement.
3. Grievances affecting a group or class of employees or otherwise appropriate for direct submission of LEVEL 2 may be so submitted in the discretion of the Union. In such event the Superintendent may invite the Director of Food Services to be present at the meeting with the individual and the Union representative.
4. No reprisals against employees will be taken for filing grievances or for participating in the grievance procedure, nor shall any personnel record be maintained for any such purpose.
5. In the event that a grievance cannot be processed outside of normal working hours, such grievance may be processed during the regular working hours, provided that there is no interference with the assigned or scheduled duties of the personnel involved.
6. Evidence newly discovered between levels will be presented to the person who heard the grievance at the earlier level. Such new evidence shall be presented at the earliest reasonable opportunity whenever possible in an effort to resolve the grievance prior to its being heard at the next level.
7. Grievance meetings and hearings shall be closed to the public and press.

ARTICLE 22

GENERAL

A. All cost items covered by this Agreement are subject to full appropriation of funds by the Town Meeting.

B. If any provision of this Agreement is or shall at any time be contrary to the law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is or shall, at any time, be contrary to the law, all other provisions of this Agreement shall continue in effect.

- C. The Reading School District agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Union agrees that it will not bring or continue, and that it will not represent any employees in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.
- D. Deductions and payments to tax-sheltered annuities and/or other 403(b) plans will only be paid to vendors approved by the Town of Reading and in conformance with the Town of Reading's Plan documents and IRS regulations.

ARTICLE 23

DISCIPLINE AND DISCHARGE

The Reading School District retains the right to discipline or discharge permanent employees who have fulfilled probationary status and have been employed by the Reading School District for three years or fewer for good cause and employees who have been employed by the Reading School District for more than three years for just cause..

ARTICLE 24

NO STRIKES

A. The term "strike", whenever used in this Agreement, shall be deemed to include any strike, sit-down, slowdown, or any other work stoppage, or concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

B. The Union agrees that it will neither call nor sanction any strike during the term of this Agreement.

C. It is understood and agreed that in the event of any strike on the part of any employee or employees during the term of this Agreement, the Union shall, upon the occurrence of such strike and upon the request of the Reading School District, notify, in writing, the employees involved that such action by said employees was unauthorized and in violation of the provisions of the Agreement and shall direct said employees to return to work promptly, and the Union shall take further steps as may be reasonable under the circumstances to bring about a termination of any such strike. A copy of any written notice required under the provisions of this Section to be

sent by the Union to the employees involved in any such strike, shall be given simultaneously by the Union to the Reading School District.

In any event, the Reading School District may, upon the occurrence of such a strike, in violation of the provisions of this Article, take such disciplinary action or actions, including discharge, with respect to any employee or employees who have participated in such strike, subject to the employee's rights to review under the contract and applicable laws.

ARTICLE 25

UNION CONSULTATION

Representatives of the Union may meet as needed with the Director of Food Services and Superintendent or designees, to discuss matters of mutual concern, including safety, at a mutually agreed time and place, including those matters necessary to the implementation of this Agreement. A written agenda shall be exchanged between the Union and the Administration no less than five (5) work days before the scheduled date of the meeting. At the discretion of the parties, additional matters for discussion may be placed on the agenda.

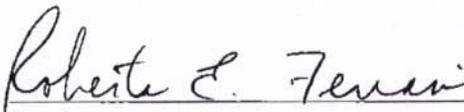
ARTICLE 26

DURATION

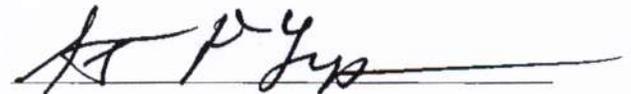
This Agreement shall be in effect from July 1, 2014, to and including June 30, 2017.

FOR THE READING SCHOOL COMMITTEE

FOR THE READING CAFETERIA
EMPLOYEES AFSCME,
LOCAL 1703


Chair





DATE _____

DATE 8/29/14

APPENDIX A

SALARY SCHEDULE

The employee covered by this Agreement shall receive pay according to the following hourly rate schedule:

	7/1/2014	7/1/2015	7/1/2016
Step	0.025	0.025	0.025
Cafeteria Workers			
1	\$10.99	\$11.26	\$11.54
2	\$11.34	\$11.62	\$11.91
3	\$11.65	\$11.95	\$12.24
4	\$12.01	\$12.31	\$12.62
5	\$12.35	\$12.66	\$12.98
6	\$12.68	\$13.00	\$13.32
7	\$13.00	\$13.32	\$13.65
8	\$13.16	\$13.49	\$13.83

ES/MS Managers			
1	\$12.87	\$13.20	\$13.53
2	\$13.20	\$13.53	\$13.87
3	\$13.51	\$13.85	\$14.19
4	\$13.85	\$14.19	\$14.55
5	\$14.18	\$14.53	\$14.89
6	\$14.50	\$14.87	\$15.24
7	\$14.83	\$15.20	\$15.58
8	\$15.17	\$15.55	\$15.94
9	\$15.51	\$15.90	\$16.29
10	\$15.84	\$16.23	\$16.64
11	\$16.12	\$16.53	\$16.94
15	\$16.33	\$16.74	\$17.15

HS Mgr & Nutrition Site Coordinator			
1	\$17.19	\$17.62	\$18.06
3	\$17.40	\$17.84	\$18.29

Driver			
1	\$18.01	\$18.46	\$18.92
2	\$18.67	\$19.13	\$19.61
3	\$19.31	\$19.79	\$20.29
4	\$19.49	\$19.97	\$20.47

In the event that a cafeteria worker is requested to perform as manager due to the absence of the cook/manager, and does so perform for a period of three (3) consecutive days or more, the cafeteria worker shall be compensated at the higher rate following three (3) consecutive days of service in the higher classification. If, however, a cafeteria worker so performs for three (3) days, one of which is an ordering day, the cafeteria worker shall be compensated at the higher rate following three (3) consecutive days of service in the higher classification.

Food Service Employees will be assigned to appropriate steps based on experience in a similar field, training and educations, certifications, and other relevant qualifications as determined by the Director of Food Services..