

AGREEMENT
BETWEEN THE
BEDFORD SCHOOL COMMITTEE
AND THE
BEDFORD SCHOOL CAFETERIA EMPLOYEES ASSOCIATION

Effective: July 1, 2018 through
June 30, 2021

THIS AGREEMENT MADE AND ENTERED INTO THIS 1st DAY OF JULY, 2018, BY AND BETWEEN THE BEDFORD SCHOOL COMMITTEE, HEREINAFTER REFERRED TO AS THE COMMITTEE, AND THE BEDFORD SCHOOL CAFETERIA EMPLOYEES ASSOCIATION, HEREINAFTER REFERRED TO AS B.S.C.E.A.

ARTICLE 1-- RECOGNITION

- 1-1 The School Committee recognizes the B.S.C.E.A. as the exclusive bargaining agent for all regular, full-time and part-time cafeteria employees with the exception of the Food Services Director and the Assistant to the Food Service Director, for the purpose of negotiation with respect to wages, hours and conditions of employment under the provisions of Massachusetts General Laws, Chapter 150E.
- 1-2 The School Committee is a public body established under and with powers provided by the Statutes of the Commonwealth of Massachusetts and nothing in this agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this agreement other than hours, wages, and conditions of employment as stated in Chapter 150E, Massachusetts General Laws, the School Committee retains all the powers, right, and duties that it has by law and may exercise being the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.
- 1-3 All work in the cafeteria will be done by members of this unit, with the exception of custodial or maintenance work, and students under the direction of members of this unit. Volunteers can be used under the following conditions:
 - a. Every effort is made to use current employees or substitutes to fill in extra hours.
 - b. No person covered under this contract will have their hours reduced as a result of a volunteer.
 - c. The use of volunteers will be discussed with the kitchen manager on site.
 - d. It is not the intent of the administration to use volunteers to cut hours or work normally done by members of this unit.
 - e. Volunteers will never be used to prepare food unless to ensure proper service to the students and staff in the event of an emergency.

ARTICLE II- NEGOTIATIONS

- 2-01 Negotiations for any successor agreement in future years shall commence at reasonable times at the mutual convenience of the Committee and the B.S.C.E.A. But not later than ten days after the completion of Town Meeting or

before of the year of the expiration of the Agreement unless there is a mutual agreement between the parties.

ARTICLE III- GRIEVANCE PROCEDURE

- 3-1 A grievance is defined as a question, problem or disagreement which arises concerning (1) the interpretation or application of any provision of this Agreement with respect to hours, wages and other conditions of employment of an employee or employees covered by this Agreement ; or (2) an alleged violation of any provision of this Agreement. A matter which is not specifically covered by any provision of this Agreement or which reserved by statute or regulation of any agency of the Commonwealth to the discretion of the Committee is not subject of a grievance under this Agreement. Items subject to grievances are: (1) matters under this Agreement, (2) matters of interpretation or application of the Agreement, and (3) matters of hours, wages , and other conditions of employment. Only grievances involving interpretation or application of the terms of this Agreement may be taken to arbitration.
- 3-2 The aggrieved cafeteria employee shall discuss the grievance with the members of the B.S.C.E.A. Grievance Committee and the Food Services Director.
- 3-3 The solution of disposal of the grievance to the satisfaction of the Agreement shall terminate the grievance procedure.
- 3-4 Failure to resolve the grievance shall result in further consideration of the grievance by the B.S.C.E.A. Grievance Committee, the Food Services Director, and the Principal of the school in which the employee performs his/her duties. Failure to settle the grievance in accordance with the terms of the Agreement shall then require a meeting of the aforementioned, with the Superintendent of Schools, or the Assistant Superintendent. If the grievance has not been disposed of to the satisfaction of the aggrieved employee or association, the grievance will proceed to mediation under the facilitation of a mutually agreed upon mediator. Said mediator may be an individual from within the district.
- 3-5 A grievance is considered waived if it is not presented within ten (10) working days of first knowledge.
- 3-6 The process of the grievance will be undertaken in accordance with the following procedures:
- Level 1. The grievance will be presented to the Food Services Director in writing and orally. The Food Services Director will respond in writing in five (5) working days.
- Level 2. If the employee is not satisfied with the resolution, he /she will notify the Director of Finance or school principal within ten (10) working days. The Director

of Finance or principal will set up a meeting within five (5) working days of the notification. After the meeting the Director of Finance or Building Principal will respond in writing within five (5) working days.

Level 3. If the grievant is not satisfied with the response, he/she will notify the Superintendent within ten (10) working days. The Superintendent will meet with the grievant within ten (10) The employee may be represented at this level by a representative of his/her choice.

- 3-7 Failure to resolve the grievance at the Superintendent level shall result in mediation. The mediator will be assigned by both parties, preferably from within the system. Mediation sessions should be held as soon as possible.
- 3-8 Failure to resolve the grievance at the mediation level shall result in following the specific arbitration procedure outlined in Massachusetts General Laws, Chapter 150E, by submission of the grievance to the State Board of Conciliation and Arbitration for disposition, should a majority of the membership of the B.S.C.E.A. so vote.
- 3-08 The jurisdiction of the arbitrator shall be limited to the interpretation and application of the terms of the Agreement. The arbitrator shall arbitrate the question only. The arbitrator shall not have the authority to alter, modify or amend this Agreement. The decision of the arbitrator within the scope of its jurisdiction shall be final and binding upon the parties hereto.
- 3.10 If a grievance affects two or more employees, it shall be taken by the BSCEA President or his/her designee, to Level 2 within twenty (20) working days of first knowledge and proceed with the process from there.

ARTICLE IV- SEVERABILITY

Should anything in this Agreement be in conflict with any statute, law, or regulation of the Commonwealth of Massachusetts, that portion or provision of the Agreement which is in conflict is automatically invalid, however, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE V - ARTICLE V -AMENDMENT

- 5-1 This Agreement shall not be altered, amended, or changed except in writing and signed by both the School Committee and the B.S.C.E.A. which writings shall be appended hereto and become a part hereof.

5-2 A mutual concerns committee will be formed where the BSCEA and the administration each have three (3) members to discuss items of mutual concern such as, but not limited to: safety concerns, expansion of duties, hours in each kitchen or results of town inspections.

These meetings can be called by the Assistant Superintendent or the President of the BSCEA providing a request is made five (5) days in advance if the problems have not been addressed.

ARTICLE VI - ARTICLE VI - HOURS OF EMPLOYMENT

6-1 The normal working period per week for full-time and part-time personnel shall be those hours established by the Food Services Director in accordance with the Bedford School Calendar, subject to the provisions in Article VI-4 provided that the employees who were employed under this Agreement in permanent full-time or part-time positions during the 1984-1985 school year will be offered a minimum of four (4) hours of work per day.

6-2 Overtime, by written order of the Food Services Director, shall be 1-1/2 times the employee's pay per hour (exclusive of longevity). Personnel will be paid overtime for time worked over their regular scheduled total weekly hours, as specified in Article 6-04. For purposes of this policy, legal holidays occurring during the week are considered as time worked.

6-3 Current employees whose regularly assigned hours are to be changed during the school year will receive notification ten (10) days in advance.

6-4 All personnel will be notified of their weekly scheduled work assignments not later than July 1 before the beginning of the school year. Said notification will include the school and anticipated weekly hourly schedule for the employee.

6-5 Before any new employees are hired, the employees in the kitchen in which additional work is available will be offered the additional hours provided that the Cafeteria Supervisor, in his/her sole discretion, determines that the work available can be done by increasing the hours of current employees, as opposed to hiring a new employee, and provided that said increases does not result in overtime. Any additional hours which become available will be offered to the senior most employee first.

6-6 When the Food Services Director, following consultation with the Cook Manager, determines in his/her sole discretion that it is necessary for an employee of the cafeteria to be present when a kitchen is being used at times other than the normal school lunch hours, employees will be hired at their respective overtime rates. The employee will supervise the use of equipment and facilities and will be responsible for insuring that the kitchen is properly cleaned. Cafeteria personnel from the building where the kitchen is

located will be given first refusal in order of seniority before offering the work to other employees on the regular seniority list.

6-7 Any clean-up work done by the members of the unit caused by an outside source shall be done outside their regular hours

ARTICLE VII- SALARY RATES

7-1 Salary Schedule

COLA Rates

FY19 - July 1, 2018 – June 30, 2019 2.00%

FY20- July 1, 2019 – June 30, 2020 2.00%

FY21 – July 1, 2020 – June 30, 2021 2.00%

Cafeteria Staff Hourly Wage			
Step	FY19	FY20	FY21
1	\$ 13.36	\$ 13.62	\$ 13.90
2	\$ 13.61	\$ 13.89	\$ 14.16
3	\$ 13.93	\$ 14.20	\$ 14.49
4	\$ 14.27	\$ 14.55	\$ 14.85
5	\$ 14.67	\$ 14.96	\$ 15.26
6	\$ 15.00	\$ 15.30	\$ 15.61
7	\$ 15.17	\$ 15.47	\$ 15.78
8	\$ 15.35	\$ 15.66	\$ 15.97
9	\$ 15.84	\$ 16.15	\$ 16.48
10	\$ 16.35	\$ 16.68	\$ 17.01
11	\$ 16.57	\$ 16.90	\$ 17.24
12	\$ 17.21	\$ 17.56	\$ 17.91
13	\$ 17.64	\$ 18.00	\$ 18.36

Manager Differential for this contract shall be FY19 28.5%, FY20 28.5% and FY21 29%

7-2 Substitutes will be paid \$1.00 less than the starting pay for cafeteria workers, however, the Administration may offer up to \$.50 per hour over this rate if, in its discretion, it is necessary in order to obtain substitute personnel.

7-3 All personnel relative to Food Services, are to be placed on the proper step commensurate with their experience in the Town of Bedford.

7-4 All regular personnel shall be paid on a 180-day school year basis on a biweekly payroll schedule, in accordance with the payroll schedule. **Beginning in the first year of the contract, in addition to the 180 work days, staff will participate in an additional 4-hour training day, paid at straight time, during one of the full day school teacher professional development days listed on the annual school calendar. The day will be determined in consultation between the Food Service Workers and the Food Service Director. In year one of the contract the date of the training day will be November 6, 2018.**

7-5 All regular personnel shall receive salary at the overtime rate for work in excess of 180 days during the school year. Time worked for organizations other than the School Committee shall be at the hourly overtime rate. There shall be a three (3) hour minimum payment to cafeteria personnel for services provided for outside organizations any time worked during school vacations shall be at the hourly overtime rate with a three (3) hour minimum. A revolving account shall be set up in order that the personnel involved may receive their pay within twelve (12) calendar days from the event.

7-6 Overtime for coffee set ups with no refreshments is not subject to an overtime minimum. Overtime will be paid for the actual time it takes to prepare the set up provided it is not done during the regularly scheduled workday. Set ups done during the regular workday do not warrant extra compensation.

7-7 A three (3) hour minimum will be paid for any events that occur on weekdays after 5:00 p.m. on weekends, or holidays, and school vacations. Whenever possible all extra work assignments for the week will be made on Thursday of the week before.

7-8 Pay Rate on position reclassification

- If an employee changes classification, his/her salary will be paid retroactive to the first day of performing the service under that classification.
- If an employee is temporarily assigned to the duties of a higher classification said employee will be paid at the higher rate (without overtime) effective upon the first day of such an assignment.

7-9 Longevity Beginning in the second year of this contract, FY2008, members this unit will be eligible for a longevity incentive payment under the following schedule

Completed YOS	FY19	FY20	FY21
12 years	\$ 200.00	\$ 225.00	\$ 225.00
15 Years	\$ 250.00	\$ 300.00	\$ 300.00
20 Years	\$ 300.00	\$ 325.00	\$ 325.00
25 Years	\$ 350.00	\$ 375.00	\$ 375.00
30 Years	\$ 400.00	\$ 425.00	\$ 425.00

ARTICLE VIII ABSENCE FROM DUTY

- 8-1 Holidays. All regular employees covered by this Agreement shall be paid for the following eleven (11) holidays: Labor Day, Columbus Day, Veterans' Day, Thanksgiving and the day after Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, President's Day, Patriots' Day and Memorial Day.

If there is an administrative decision not to serve a meal on a specific day, the Food Services Manager may, at his/her sole discretion, require employees to report for cleaning work in their respective kitchen. On occasion employees may be assigned to work at an alternate kitchen. In such cases employees will be paid at their regular daily rates.

- 8-2 Sick Leave/Personal Days. All regular employees covered by this Agreement shall be entitled to twelve (12) working days per year sick leave with pay. Five (5) days of annual sick leave may be used for "illness in the immediate family." Sick days shall accrue at the rate of 1.2 days per month. An employee in his/her first year of employment who is absent from work because of illness in excess of the number of days which have been accumulated, may at a later point during the year, use sick days subsequently accumulated in exchange for compensation he/she did not receive. In addition to sick leave, in each year all regular employees covered by this agreement shall be entitled to three (3) personal days per year, to be used for important personal reasons or personal business, subject to the prior approval of the Food Services Director. Personal Days are non-cumulative, no half days will be allowed and should be requested, unless in case of emergency, at least three (3) day prior to the date of absence. Use of personal days shall not impact eligibility for Perfect Attendance Bonuses outlined in section. Annual sick leave unused may be accumulated to a total of one hundred fifty (150) working days.
- 8-3 Religious Holidays. In addition to or in lieu of using personal days, Unit members can select to use one (1) accrued sick day, with prior written notice to the Food Service

Director and Superintendent, to be absent on a religious holiday. Unit staff are not required to use his/her personal day first, and can use the accrued sick day before using personal days. Use of sick time for observance of a religious holiday shall not disqualify staff member from the potential Perfect Attendance Bonus.

If an employee is out of work due to illness/injury for more than four (4) consecutive days a doctor's note may be required when the employee returns to work. Five (5) days of annual sick leave may be of "illness in the immediate family".

- 8-4 Sick Leave Buy Back. Eligibility to buy back accumulated unused sick leave shall arise upon completion of twelve (12) years of continuous service in the Bedford School System. Upon the death, resignation, retirement, or layoff of an eligible employee during the term of this Agreement, the employee, or his/her estate, shall be entitled to buy back her accumulated unused sick leave at the rate of one (1) day's pay at current rates of pay for each five (5) days unused leave.

- 8-5 Bereavement. In the event of a death in the immediate family (parents, siblings spouse, domestic partner, children, parents-in-law, grandparents, grandchild and other members of the immediate household) the employee shall be entitled to leave with pay for five (5) work days within two weeks following the day of death or the funeral service. Additional bereavement leave time may be granted at the discretion of the Food Service Director. Such additional time will be charged to the employee's available sick or personal leave balances.

In the event of the death of an extended family member not included in the first paragraph, the employee shall be entitled to leave with pay for up to two (2) work days falling within two (2) weeks following the day of death of the family member

- 8-6 If an emergency occurs, the employee will call in as soon as possible and will, upon return, explain the circumstances in writing, and submit said explanation to the Director of Personnel (Assistant Superintendent).

8-7 Vacation

Unit employees shall receive paid vacation days under the following schedule

<u>Completed Years of Service</u>	<u>Vacation</u>
6 Years	1 day pay
7 Years	2 days' pay
8 Years	3 days' pay
9 Years	4 days' pay
10 Years	5 days' pay
11 Years	6 days' pay
12 Years	7 days' pay
13 Years	8 days' pay
14 Years	9 days' pay
15 Years	10 days' pay
16 Years	11 days' pay

17 Years	12 days' pay
18 Years	13 days' pay
19 Years	14 days' pay
20 Years	15 days' pay

8-8 A perfect attendance incentive will be paid to any unit employee who works the full Food Service 180-day schedule in a school year, and does not use any sickleave time, as defined in section 8-02, during the year. For the purpose of this section any use of sick leave or days without pay will disqualify an employee from the perfect attendance incentive.

- \$100 payment if the employee has perfect attendance during the first 90 school days.
- \$100 payment if employee has perfect attendance during the second 90 days of school.
- \$50 Bonus if employee has perfect attendance for the entire 180 days of the school year.

ARTICLE IX SUBSTITUTE PERSONNEL

- 9-1 Whenever permanent personnel are absent and unable to fulfill their duties, substitute personnel shall be assigned, whenever possible, to complete the duties of the absent personnel.
- 9-2 The Cook-Manager in each building will be notified by telephone (except under extraordinary circumstances) of any absence and/or substitutions. They will also be informed of when the substitutes will arrive and how many hours they will work.
- 9-3 In lieu of substitute personnel, the Cook Manager may, with the approval of the Food Services Director, assign additional hours of work to B.S.C.E.A. employees within the building. This additional time will not be treated as overtime unless it exceeds 40 hours per week. The total additional hours shall not exceed those normally worked by the missing personnel and consideration of the day's work schedule shall be taken into account.

ARTICLE X PERFORMANCE REVIEW

10-1 An evaluation procedure shall be established by the Bedford School District using factors that 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 regarding performance goals

- Employees will be evaluated annually by May 30th of each year. (Appendix A) All monitoring and observation of the work performance of an employee will be conducted openly. 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.

- New employees are evaluated within their first two months. A second report is to be written within five (5) months of hire after an evaluation if less than satisfactory; a remediation period of two (2) months will be allowed after which another evaluation must be done. The prior evaluation may then be removed upon employee request.
- Employees are entitled to attach a rebuttal in ten (10) days of signing an evaluation report.
- Employees may, upon reasonable request, review and copy the contents of their personnel file. There will be a copy charge.
- 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 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 XI PROBATIONARY PERIOD/DISCIPLINE AND DISCHARGE

- 11-1 All new employees shall be hired with a probationary period of ninety (90) workdays. Any time during this period, the employee can be released without prejudice. At the end of the period the employee shall be reviewed and if his/her work has been satisfactory, he/she will be so advised.
- 11-2 An employee who does not satisfactorily perform his/her duties (after the probationary period) will be counseled by his/her supervisor reflecting the area of deficiency and the improvement necessary for continued employment. The counseling process shall consist of the following steps:

An oral warning with suggestions for improvement with a specified time allotted for improvement (at least two weeks)

- a. A written counseling report specifying the problem, the area of deficiency, the improvement (the corrective actions) necessary for continued employment and the time allotted for improvement (at least one month in cases of skills improvement). The employee will have up to five (5) work days to submit a written report to attach to the file.

At the end of one year this counseling report shall be removed from the employee's file and placed in a closed, confidential file not to be used unless there is a recurrence of the same or similar circumstances.

- b. Termination: An employee's failure to improve deficiencies in a specified time shall be grounds for termination. An employee may be terminated immediately for serious breaches of his/her duties provided the circumstances are validated and justifiable.

All decisions for termination, as well as employee counseling forms, will be reviewed by the Assistant Superintendent. As part of this process, the employee designated for termination may choose to have a conference with the Assistant Superintendent and immediate supervisor. The employee may be represented by counsel and/or the Association's grievance committee representative.

This process is fully grievable under Article III if any statements made in the counseling conference before termination are found to be invalid.

- 11-3 An employee of this unit will not be reprimanded, demoted, or ~~dismissed~~ without just cause

ARTICLE XII VACANCIES

- 12-1 Written notice of a vacancy shall be given to the B.S.C.E.A. and the Cook- Manager in each building and shall be posted on each kitchen bulletin board for a period of five (5) school days in advance of the filling of said vacancy. Current employees in the order of seniority may bid for the vacancy by written application filed with the Food Services Director within the 5-day posting period. During said posting period, the Food Services Director may fill the vacancy with substitute personnel. If no current, qualified employee files a bid, the Food Services Director may fill the vacancy as he/she sees fit.
- 12-2 If a current employee bids for, and is awarded, a vacancy which carries more hours of work per day than his/her current position, he/she shall be paid only the straight- time hourly rate for the excess number of hours worked.

ARTICLE XIII WORKER'S COMPENSATION

- 13-1 When an employee is absent from duty by order of his/her attending physician as a result of a personal injury arising out of and in the course of his/her employment, he/she may, if he/she so desires, be paid the difference between his/her full salary and the compensation received under Massachusetts G.L. Chapter 152 on account of said injury, provided that the amount of said difference shall, in accordance with section 69, as amended, of said Chapter 152, be charged against the sick leave allowance to which she may be entitled under Article VIII hereof. The foregoing provisions shall not apply in the case of an employee who is not entitled to such sick leave allowance.
- 13-2 Employees must report on the job injuries to the Food Services Director as soon as possible and must file for worker's compensation. The failure to report an on the job injury or to promptly apply for worker's compensation will render an employee ineligible to use sick leave. The school administration, upon request by an employee, will assist in filing all proper forms regarding this matter.

ARTICLE XIV SICK LEAVE BANK

- 14-1 A Sick Bank will be available for use by employees who have exhausted their accumulated sick leave in a prolonged illness or accident. Days from the bank may be used only if agreed to by the B.S.C.E.A. and the Superintendent or her/his designee. If the Bank falls below 20 days, each member will be assessed one-day sick leave to build up the bank. Membership in the bank is voluntary. Membership will be open to new members who signify their intention in writing to join before October 1 of each school year. Once an employee joins the sick bank they will remain in the sick bank unless they withdraw in writing. If an employee commences employment after October 1 they may join the sick bank by notifying the Superintendent in writing within 10 business days of their first day of employment.
- 14-2 Food Service employees may deposit sick days into the sick bank. All deposits shall be made in writing no later than October 1 of each year. Should an employee who has worked within the district for more than 2 years but less than 12 leave the system, 33% of their remaining sick time may be deposited into the sick bank. A maximum contribution of 35 days. Any employee who does not join the sick bank may not expect to receive any extended sick leave benefits if their accrued sick days have been exhausted
- 14-3 The Sick Leave Bank Committee shall determine the eligibility for use of the bank and the amount of leave to be granted. The Sick Bank Committee shall consist of the managers from each kitchen, the Food Service Director and the Director of Finance. The following criteria shall be used by the Sick Leave Bank Committee in administering the Bank and in determining eligibility and amount of leave.
- a. Adequate medical evidence of prolonged illness or accident.
 - b. Prior utilization of all eligible sick leave.
 - c. Length of service in the Bedford school system.
 - d. Propriety of use of previous sick leave.
- The decision of the Sick Leave Bank Committee, with respect to eligibility and entitlement, shall be final and binding and not subject to appeal. The Sick Leave Bank Committee shall consist of the Superintendent, or his/her designee, a representative of the Cafeteria Employees Association, and the supervisor/evaluator of the applicant.
- 14-4 The maximum number of days which any member may draw from the Sick Leave Bank during the term of their employment is 120 days.
- 14-5 The president of the BSCEA shall receive notice of the number of days in the sick leave bank before September 30 of each school year.

ARTICLE XV REDUCTION IN WORK FORCE

- 15-1 If a school or work station is to be phased out with a resulting reduction in the work force, the B.S.C.E.A. and the Food Services Director will be consulted on any workers to be laid off. Qualification of the person and length of service is to be considered in the final decision. Order of the above listed criteria does not indicate priority or weight of these criteria. The Association recognizes that the final decision by the School Committee is not subject to the grievance and arbitration provisions of this Agreement.

- 15-2 Any employee who has been reduced in force pursuant to this Article will have recall rights for up to fifteen (15) months from the effective date of layoff. The employee will be responsible for keeping the Superintendent's Office informed of their address during the recall period. In the event that a position becomes available during the recall period, the employee who has been most recently laid off will be recalled by means of a certified letter sent to the employee's address of record. In the event that the employee fails to accept recall within seven (7) calendar days, the employer will recall the next employee on the recall list or fill the vacancy with a new employee if there is no one else on the recall list. Laid off personnel shall be put on the substitute list, with preference given, if they so desire.

ARTICLE XVI FAMILY AND MEDICAL LEAVE ACT OF 1993

16-1 To be eligible for FMLA benefits, an employee must:

1. work for a covered employer;
2. have worked for the employer for a total of at least 12 months;
3. have worked at least 1,250 hours over the previous 12 months; and
4. work at a location where at least 50 employees are employed by the employer within 75 miles.

Most federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management and the Congress.

16-2 Leave Entitlement

A covered employee must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- for the birth or placement of a child for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a combined total of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-law) who has a serious health condition.

Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently -- which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

- If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.

- FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

ARTICLE XVII CLOTHING ALLOWANCE

- 17-1 Permanent full-time and part-time employees have an annual \$325 maximum clothing allowance to be used to purchase appropriate uniforms (including undergarments) and shoes. Each employee may choose either to purchase these items on their own or submit the receipts to the Food Service Department up to the maximum amount allowed by the contract, or from an authorized vendor through the Food Service Department purchasing process. Employees purchasing items on their own must submit the receipts to the Food Service Director by May 1st of that fiscal year. A reimbursement for up to \$300.00 will be processed for each employee following submission of receipts. A new employee will be given, upon the submission of receipts, \$75.00 after the first two (2) months and will receive, upon submission of receipts, \$60 every two months after that until the end of the first school year or the maximum \$300 has been reached. Clothing reimbursement shall include all costs of appropriate clothing purchased, as approved by the Food Services Director, including cost of shipping and handling if purchased through approved vendors. In no instance shall sales or other tax be reimbursed.

ARTICLE XVIII LEAVE OF ABSENCE

- 18-1 An employee covered under this contract can take up to a year's leave of absence subject to the approval of the School Committee upon the recommendation of the Superintendent or his/her designee.

An employee absent on leave approved hereunder shall notify the Administration in writing not later than 15 days whether he/she intends to return to work after expiration of the leave. Failure to provide such notice will be deemed a voluntary resignation.

ARTICLE XIX DUES DEDUCTION

- 19-1 The Committee agrees that the Town Treasurer shall deduct from the salaries of those employees who so authorize, in writing, an amount equal to the membership dues of Bedford Cafeteria Employees Association. Said deductions shall be made in equal installments of twenty pay periods. The Association shall certify, in writing, the amount of dues and shall give at least thirty (30) days advance notice of any change in dues. The Association agrees to indemnify and save the Town, the School Committee, its officers, employees, agents and attorneys harmless from and against any and all claims, suits or other forms of liability arising out of the deduction of money from the employee's salary pursuant to this Article.

ARTICLE XX - AGREEMENT PERIOD OF DURATION

This Agreement shall be effective as of the first day of July, 2018, and shall remain in full force and effect and shall bend and inure to the benefit of the parties hereto

and their successors, to and including the thirtieth day of June, 2021.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
THIS DAY OF

Cafeteria Employees Association

School Committee

9-14-21

David Li

William F. McElroy

C. E. Hy

For the Town of Bedford
