

UFCW

LOCAL 1459

AGREEMENT BETWEEN

HAMPDEN-WILBRAHAM REGIONAL SCHOOL DISTRICT

AND

**UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL 1459, AFL-CIO**

AUGUST 27, 2017- AUGUST 26, 2019

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AGREEMENT

This Agreement, made and entered into at Wilbraham, Massachusetts on August 27th, 2017 by and between The Hampden-Wilbraham Regional School District located in Wilbraham, Massachusetts, herein after designated and referred to as the "Employer" and the United Food and Commercial Workers Union, Local 1459, AFL-CIO chartered by the United Food and Commercial Workers International Union, hereinafter designated and referred to the "Union", which is an Employee organization acting as the agent for the cafeteria Employees in the employ of the Employer.

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

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

ARTICLE 1 – PREAMBLE

Section 1. Recognizing that the establishment and maintenance of the highest possible food service standards are essential to the community and that the mutual interest of the students and the cafeteria Employees are directly related to the quality and efficiency of the school cafeteria operated by the Employer, it is the intent and purpose of the Parties to this Agreement to provide orderly collective bargaining relations between the Employer and the Union, to provide procedure in the manner and to the extent provided in the Agreement for the prompt and peaceful adjustment of disputes or differences which might arise from time to time, to provide for the implementation, in the manner and to the extent provided in this Agreement, of the rights and benefits of the cafeteria Employees, to provide for the performance of work by the cafeteria Employees in a conscientious and skillful manner which will promote the quality and efficiency of the operation of the cafeterias in the Hampden-Wilbraham Regional School District and to assure the continuity of the operations, facilities and services under the jurisdiction of the Employer during the term of this Agreement.

Section 2. The Employer and the Union, for itself and on behalf of each cafeteria Employee, recognize and accept the duty to cooperate fully, faithfully, individually and collectively in adherence to the provisions of this Agreement and pursuing excellence of standards, methods and conduct by the Cafeteria Employees.

ARTICLE 2 - RECOGNITION

Section 1. Subject to the terms and provisions hereinafter provided and in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Employer, during the term of and to the extent provided in this Agreement, recognizes the Union as the exclusive Collective Bargaining representative with respect to wages, hours, and conditions of employment in the bargaining unit consisting of all full-time and part-time employees in the

cafeterias of the Hampden-Wilbraham Regional School District, in the classifications listed below. Excluded from the bargaining unit shall be in the classifications not identified below. Classifications will be as follows:

- Lead/Supervisor
- Food Service Worker

Section 2. No floater/substitute employee shall work in excess of one (1) month in the same school without discussion between the Employer and the Union.

Except when the Union is notified otherwise in writing, the Employer designates its Asst. Supt. for Business or his/her designee as the agent of the Employer with respect to all matters pertaining to the administration of the provisions of this Agreement. The provisions of this paragraph are intended only to describe the Employees covered by this Agreement and not any particular work and all reference to an Employee or Employees in this Agreement shall be deemed to include male and female Employees as the case may be.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1. The Employer and the Union, for itself and as the representative of the cafeteria Employees, agree that the right and responsibility to operate and manage cafeterias in the Hampden-Wilbraham Regional School District, the right to select and direct the work of the Employees, and the right to control the use of its properties, supplies, services and facilities are vested exclusively in the Employer and its designated agents. These rights include, without being limited to: the right to maintain and operate the cafeterias in such a manner as in the judgment of the Employer will best service the interests of the cafeteria program; to control, determine and change the extent to which the properties and facilities under the control of the Employer shall be constructed, remodeled, located, operated, maintained, increased or decreased; to determine, supervise and change all matters pertaining to the transfer of funds, accounting budget, economic and financial policies and procedures, community relations and the organization of supervisory staff and cafeteria Employees; to employ, assign, transfer and promote Employees and to suspend or dismiss Employees in the manner provided by law; to control and change work and experimental programs and to select, test, train and determine the ability and qualifications of the Employees; to introduce, operate and change new or improved methods, facilities, processes or techniques; to promulgate, distribute, modify and enforce policies and regulations governing the use of facilities, operating procedures and health and safety regulations; to limit Union activities, and the distribution of literature and solicitation for money or other purposes during working hours and on the premises under the control or supervision of the Employer; to obtain from any source and to contract and subcontract for materials, services, supplies and equipment; to determine, establish and change any form of Employee benefits in excess of and in addition to those provided in this Agreement and all other rights pertaining to the operation and management of the business and the affairs pertaining to the operation of the cafeterias in the Hampden-Wilbraham Regional School District and the establishment and change of conditions of employment not specifically given in this Agreement to the Union or to the Employees. The failure by the Employer to exercise any of the rights as provided in this Paragraph shall not be construed as a waiver of these rights. The Union and the Employees agree that nothing contained in this Agreement shall be construed or deemed to constitute a waiver of or any restriction upon the inherent and the legal right of the Employer to operate, manage and supervise the cafeterias in the Hampden-

Wilbraham Regional School District with maximum efficiency or of the unrestricted right of the Employer to control, direct and make changes in the business and affairs pertaining to the cafeterias in the Hampden-Wilbraham Regional School District, provided however, that none of these rights shall be exercised by the Employer contrary to any specific provision of this Agreement. The exercise by the Employer of any of the rights as provided in this Paragraph shall not be subject to the grievance procedure or to arbitration as provided in Article 26 except when such action by the Employer is contrary to a specific provision of this Agreement.

Section 2. The assignment of personnel and the number of personnel to work in the Hampden Wilbraham-Regional School District Cafeterias shall be under the authority of the Employer and at the discretion of the Food Service Director, so long as either does not violate any terms of the Agreement.

ARTICLE 4 – CONTINUITY OF OPERATIONS

Section 1. The Union and the Cafeteria Employees agree that during the term of this Agreement, they will not for any reason directly or indirectly cause, encourage, induce, threaten or engage in any work stoppage, slowdown, strike, withholding of services or any interference with the operations or any of the functions of the Employer or of the Hampden-Wilbraham Regional School District.

Section 2. The Union, recognizing and accepting its responsibility under the terms of this Agreement, agrees that in the event any Cafeteria Employee or Employees engaged in any of the prohibited conduct described in Section 1, the Union shall promptly make a good faith effort to bring about immediate compliance with the provisions of this Article by any Cafeteria Employee in the Union who engages in conduct contrary to the provisions of this Article.

Section 3. A Cafeteria Employee who engages or participates in any of the prohibited conduct described in Section 1 shall, at the discretion of the Food Service Director, be subject to disciplinary action, including reprimand, suspension, or discharge, and such action, if taken by the Employer, shall not be subject to the grievance procedure or to arbitration as provided in Article 26 – Adjustment of Grievances.

Section 4. The provisions of Section 1 may be enforced by a decree issued by a Court of competent jurisdiction enjoining the violation of the provisions of said Section 1. The Union agrees that legal action, as provided in this Section, if initiated or pursued by the Employer, shall not constitute the exclusive remedy available to the Employer nor shall such legal action be construed or deemed to be a waiver of such other rights or remedies as may be available to the Employer under the provisions of this Agreement under the provisions of the Law.

ARTICLE 5 – CHECKOFF

Section 1. During the term of this Agreement, the Employer agrees that it will, at the written request of Employees who sign and deliver to the Employer an authorization form satisfactory to the Employer, make deductions in the manner and to the extent specifically provided in this Article, from the wages or salaries due and payable to said Employees of their uniform regular, current, annual dues as members of the United Food and Commercial Workers Union, Local 1459, AFL-CIO.