

**AGREEMENT**  
BETWEEN THE  
**SCHOOL COMMITTEE**  
OF  
**HINGHAM PUBLIC SCHOOLS, MASSACHUSETTS**  
AND  
**MASSACHUSETTS LABORERS' DISTRICT COUNCIL**  
IN BEHALF OF  
**LOCAL 1139**  
OF THE  
**LABORERS' INTERNATIONAL UNION, AFL-CIO**  
COVERING  
**CAFETERIA MANAGERS, ASSISTANT MANAGERS**  
**AND FOOD SERVICE TECHNICIANS**  
**IN THE HINGHAM PUBLIC SCHOOLS**  
  
**JULY 1, 2021 THROUGH JUNE 30, 2024**

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# **AGREEMENT**

Agreement dated January 17, 2018, between the School Committee of the Town of Hingham, Massachusetts (hereinafter referred to as the School District) and Hingham Local 1139 of Laborer's Union of North America, AFL-CIO (hereinafter referred to as the Union):

## **ARTICLE I** **EXCLUSIVE RECOGNITION**

The School District hereby recognizes the Union as the exclusive collective bargaining representative covering wages, hours, and other terms and conditions of employment for the following bargaining unit of employees:

All full time and regular part time school lunch personnel employed by the Hingham School Committee in the following positions: Cafeteria Managers, Assistant Cafeteria Managers, and Cafeteria Technicians, , but excluding the Director of Food Services, all managerial, confidential and casual employees, all substitute cafeteria employees, and further excluding all other employees of the Hingham Public Schools.

## **ARTICLE II** **RIGHTS OF SCHOOL DISTRICT**

Section 1: It is agreed that the School District, through its designated Administration representatives, is vested with and retains the right to direct employees, to hire, promote, transfer, assign, and retain employees within the Hingham School System, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause, to relieve employees from duties and, subject to Article VI, from employment because of lack of work or for other legitimate reasons, to maintain the efficiency of the operations entrusted to it, to determine the methods, means and personnel by which such operations are to be conducted, to subcontract work subject to the requirements of Article XIII, to establish curricula, and to take whatever action may be necessary to carry out its mission of education in situations of emergency.

Section 2: The School District has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement. It is acknowledged that this right is vested exclusively in the School District so long as the rules and regulations do not conflict with any term or condition of this Agreement.

Section 3: The number of part-time employees working in each school cafeteria, and the total number of hours of work for such employees, shall be determined solely by the School District.

### **ARTICLE III**

#### **NON-DISCRIMINATION**

Section 1: Employees covered by this Agreement shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations; to hold office and participate in the management of the Union, to act in the capacity of Union representative; and to engage in other lawful association and concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to refrain from any of the foregoing activity.

Section 2: In the exercise of these rights, all employees covered by this Agreement shall be free from any and all interference, restraint and coercion, and such employees shall be protected against any discrimination in regard to promotion and other conditions of employment.

Section 3: Neither the School District nor the Union will discriminate against any employee covered by this Agreement or applicant for employment because of race, color, creed, sex, sexual orientation or national origin.

Section 4: Insofar as requirements of the School District permit, and with the prior approval of the Department Head, union stewards shall be excused from duty, without loss of pay, when required to attend grievance hearings or investigative conferences.

Section 5: The rights listed under this Article shall be enforced in accordance with and to the extent of applicable law. An employee asserting such rights in any administrative or judicial proceeding shall not also assert any such claim under the grievance and arbitration provisions of this Agreement.

### **ARTICLE IV**

#### **GRIEVANCE PROCEDURE**

Section 1: Presentation of Grievance. Any employee covered by this Agreement shall have the right to present a grievance, individually or in concert with other employees, and have it promptly considered on its merits. The initiation of a grievance by an employee shall not cast any reflection upon his/her standing in the school system. If an employee so elects, the Union may represent the grievant at any stage of the grievance procedure.

Section 2: Definition. A grievance is defined as a complaint between the School District and the Union and/or any employee, involving only an alleged specific and direct violation of a specific provision of this Agreement. Only grievances having their origin within ten working days of filing at Step 1 may be processed.

Section 3: Procedure.

STEP 1: Any employee having a grievance shall discuss the matter informally with his/her immediate supervisor and the Food Services Director. Every effort to settle the grievance at this step shall be made.

STEP 2: If the grievance is not settled at Step 1, the grievant may, within five (5) school days after the Step 1 discussion, present the grievance in writing to the Director of Business and Support Services for consideration. Written information should include: a) Names, job title and grade level of grievant; b) brief statement of facts, including article and section allegedly violated, c) remedy requested, d) immediate supervisor's disposition and e) signature of grievant. All presentations of grievances at this step must be submitted on a form approved by the parties and the administration shall have no responsibility to review a grievance which has not been completed and submitted on the approved form within the five (5) day time limit.

The Director of Business and Support Services shall render his/her decision within five (5) school days after receipt of the written grievance. The Director of Business and Support Services may hold a step 2 hearing to discuss this matter with all parties involved. If such a hearing is scheduled, a decision will not be due until five (5) days after the hearing.

STEP 3: If the employee is yet aggrieved by the decision rendered at Step 2, the grievance may be presented, in writing, to the Superintendent of Schools within five (5) school days after the response of the Director of Business and Support Services is due. The Superintendent may meet with the parties within five (5) school days and will render a decision within five (5) school days of that meeting.

STEP 4: If the decision of the Superintendent at Step 3 is unsatisfactory, the Union may refer the grievance to Arbitration by giving written notice of such intent to the Superintendent of Schools within ten (10) school days after receipt of the Step 3 decision is due. Referral to Arbitration is a privilege only of the Union and the Employer, but not of the individual grievant.

Section 4: All filing deadlines are mandatory, and may be waived only by written agreement. If any grievance or demand for arbitration is not filed at any step within the specified time limit, the grievance shall be deemed settled on the basis of the last disposition and shall not be eligible for further processing. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits to the grievant and the Union shall have the effect of denying the grievance and shall permit the grievant to proceed to the next step as of the date on which the decision was to have been communicated.

Section 5: In the event either the Union or the Committee elects to submit a grievance to arbitration, the arbitrator shall be selected under the voluntary arbitration rules of the American Arbitration Association.

Section 6: Each party shall bear the expenses of its representatives, participants, and witnesses and for the preparation and representation of its own case. The fees and expenses of the arbitrator shall be shared equally by the parties provided that the obligation of the School District to pay shall be limited to the obligation which the School District can legally undertake in that connection. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Section 7: Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves only an alleged specific and direct violation of the express language of a specific provision of this Agreement. The arbitrator shall arrive at his/her decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings. The Arbitrator shall be without power to add to, subtract from or modify any of the terms of this Agreement or to make any award which requires the commission of an act prohibited by law or which is inconsistent with any provisions of this Agreement.

Section 8: In reaching his/her decision, the arbitrator shall interpret the Agreement in accordance with the commonly accepted meaning of the words used herein and the principle that as to every matter not expressly covered by this Agreement and except as directly modified by a specific provision herein, no restrictions are intended to be placed upon, and the School District retains exclusively to itself, all rights, powers and responsibilities that it has or may hereafter be granted by law and may exercise the same at its discretion without such exercise being made the subject of a grievance-arbitration proceeding.

Section 9: Subject to the limitations in Sections 6, 7 and 8, the decision of the arbitrator shall be final and binding upon the parties hereto, and upon any employee or employees affected thereby.

## **ARTICLE V**

### **NO STRIKE LOCKOUT**

Section 1: The Union recognizes that all employees covered by the terms of this Agreement are prohibited by law from engaging in strikes. The Union agrees that it does not assert the right to strike against the Town of Hingham or its School District and, that during the term of this Agreement, it will refrain from engaging, assisting or participating in any strike, work stoppage, slowdown or any other interference with work.

Section 2: The School District agrees that, during the term of this Agreement, it will not lock out any employees covered by this Agreement nor engage in any other interference with work.

Section 3: The Union agrees to reimburse the School District for any monies required to be expended by it as a result of a strike, stoppage of work, slowdown or any other interference with work occurring during the term of this Agreement, and authorized by the Union.

## **ARTICLE VI**

### **COMPENSATION**

Section 1A: Salaries/Hourly Rates – Positions covered by this Agreement shall receive salaries/hourly rates as set forth in Appendix A.

Any after-school work performed by a cafeteria employee in a school cafeteria shall be paid for at the rate of time and one-half his or her regular hourly rate.

Each employee shall be evaluated on an annual basis, with such evaluations to be completed and communicated to the employee prior to the conclusion of each school year. Beginning with the step increases taking effect for and after the 2017-2018 school year, advancement to a higher step

on the salary/hourly rate scales set forth in Appendix A shall require an evaluation reflecting satisfactory performance during the prior school year.

Starting at the end of the 2014-2015 school year, and each school year thereafter, each employee will be eligible for an annual one-time bonus, as follows:

If student participation in the school lunch program has increased in the employee's building by at least 1%, but less than 2%, for the entire school year over the prior year's student participation for that building, a .5% bonus, calculated on the basis of the employee's paid hours during the just concluded school year.

If student participation in the school lunch program has increased in the employee's building by at least 2%, but less than 3%, for the entire school year over the prior year's student participation for that building, a 1% bonus, calculated on the basis of the employee's paid hours during the just concluded school year.

If student participating in the school lunch program has increased in the employee's building by at least 3% for the entire school year over the prior year's student participation for that building, a 1.5% bonus, calculated on the basis of the employee's paid hours during the just concluded school year.

For purposes of this provision, "student participation" in a building shall be determined by dividing the number of reimbursable lunches sold (applying DESE standards) by the adjusted student enrollment. For example, if the student participating in a building (as determined under the preceding sentence) for a particular year is 36% and increases in the following year to 37%, that shall be considered a 1% increase in student participation.

Alternatively, starting at the end of the 2017 – 2018 school year, and each school year thereafter, each employee will be eligible for an annual, one-time "maintenance" bonus based on student participation at the employee's building (calculated as above) (but only if the program in that building has been run at a profit for that school year, as determined by the District in good faith), and provided that participation does not drop by more than 2% from the prior school year) as follows:

a) For elementary school buildings:

- i. Participation level of 45% but less than 47.5%: 1% bonus
- ii. Participation level of 47.5% but less than 50%: 2% bonus
- iii. Participation level of 50% or above: 3% bonus

b) For middle school and high school buildings:

- i. Participation level of 30% but less than 32.5%: 1% bonus
- ii. Participation level of 32.5% but less than 35%: 2% bonus

- iii. Participation level of 35% or above: 3% bonus

For any particular year for which an employee would be eligible for both (i) a bonus payable for increased student participation (as provided in paragraphs four through eight of this Section 1A, above) and (ii) a bonus payable for maintenance of student participation, the employee shall receive the greater of the two, but not both.

The maintenance bonus shall be effective only for the term of the 2017 – 2020 collective bargaining agreement, unless the parties shall otherwise agree.

Bonuses shall be paid within one month of the close of the school year. Payment of a bonus shall require an evaluation reflecting satisfactory performance during the just-completed school year.

#### Section 1B: Longevity

Longevity pay shall be paid as follows: One-half (1/2) of the applicable annual amount shall be payable as of December 31 to each eligible employee and one-half (1/2) of the applicable amount shall be payable as of June 30. Notwithstanding the foregoing, initial eligibility shall be during the fiscal year of the tenth anniversary date of the employee. Subsequent increments will occur in the next full fiscal year following the employee's fifteenth and twentieth anniversary dates. Longevity pay for an employee who is resigning from the employ of the Committee shall be prorated from the date of the last longevity adjustment to the first day of the month in which the employee resigns.

#### Full Time Employees (24 or more hours per week)

<u>Length of Continuous Employment</u>	<u>Annual Amount of Longevity Pay</u>
At least ten (10) years but less than fifteen (15) years	\$325.00
At least fifteen (15) years but less than twenty (20) years	\$400.00
Twenty (20) years or more	\$475.00

#### Part Time Employees (less than 24 hours per week)

<u>Length of Continuous Employment</u>	<u>Annual Amount of Longevity Pay</u>
At least ten (10) years but less than fifteen (15) years	\$240.00
At least fifteen (15) years but less than twenty (20) years	\$290.00
Twenty (20) years or more	\$340.00

Section 1C: Overtime. Employees covered by this Agreement shall be paid overtime at time and one-half their regular hourly rate for all work performed for the School Department in excess of forty (40) hours per weekly pay period. If there is an overtime or function opportunity in a school, the opportunity to work will be offered in the following order:

- a. Employees regularly assigned to that school
- b. Employees district-wide

A voluntary overtime opportunity declined will be considered an overtime shift worked for overtime list record-keeping purposes.

If an employee works an evening or weekend function, regardless of how many hours s/he is scheduled or actually works during the week, s/he will be paid at time and one-half for all hours worked. There will be no pyramiding of overtime pay. Employees will receive as much notice as possible of functions scheduled during the school year.

Section 2: Payment. Employees covered by this Agreement shall be paid only for hours actually worked.

Section 3: Callback Pay. Employees covered by this Agreement who are called back to work for the School Department shall be paid at the rate of time and one-half their regular hourly rate. In all such cases, employees shall be guaranteed a minimum of three (3) hours of work.

Section 4: Probationary Period. The probationary period of employment is established as ninety (90) days during which a physical examination by the school physician and a negative TB test are required. If no physical conditions exist which would prevent employment, and the employee has proven satisfactory in other respects, regular employment will begin on the ninety-first (91<sup>st</sup>) day. Employees may be disciplined or discharged during or at the conclusion of their probationary period without recourse to the grievance or arbitration provisions of Article III.

Section 5: Dues Deduction. Union dues shall be deducted weekly from the salary of each employee who executes and remits to the District a form of authorization for payroll deduction of Union dues. Such authorization shall be on a form mutually agreeable to the Union and to the District.

The School District shall be under no obligation to make any such deduction as aforesaid after the termination of the term of this Agreement, and provided that the District may cease making such deduction at any time upon behalf of an employee upon timely receipt by the Superintendent of Schools of a revocation of the authorization from the employee.

Section 6: Dues Authorization. Remittance of the aggregate amount of dues deducted shall be made to the Treasurer of Local #1139, on a monthly basis. The School District agrees to provide with each monthly transmission of dues, a list of names of all those members of Local #1139 Massachusetts Public Employees Council who have had dues deducted over the past month.

The District will incur no liability for loss of dues monies after depositing same, properly addressed as directed to the Union, in the United States mail.

The Union shall indemnify and save the District and/or the Town of Hingham harmless against all claims, demands, suits, or other forms of liability that may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this section.

Section 7: Certification or Licensing Costs. For any certification or licensure mandated by the District, the District shall either arrange for such certification or licensure or shall, at its election, reimburse the costs of such certification or licensure. Positions regularly scheduled for at least five hours per day must be ServSafe certified and all employees that work under 5 hours per day must take and pass a "Food Handler" exam and receive a certificate for completing this exam. The District will provide for the training course and will pay as follows. For the first time the employee takes the exam, the District will pay the cost of the exam and of the training course, and will compensate the employee for the time spent taking the course and exam. If the employee must take the exam a second time, the District will pay only for the cost of the exam (and will not pay for the training course nor compensate the employee for the employee's time). If the employee must take the exam a third time, the employee will bear the full costs to obtain the certification. An employee must in all events obtain certification within three (3) months from the date of the second failure.

Section 8: Snow Days. Employees covered by this Agreement are eligible for up to three paid snow days per school year if school is canceled due to snow.

Section 9: Uniform Allowance. A uniform cleaning allowance shall be paid at the rate of \$400.00 per employee, per school year provided that the employee was hired on or before July 1 of the fiscal year in which the payment will be made.

Section 10: Professional Development. The District may offer courses or other programs designed to promote the professional development and competency of employees and shall pay employees their regular hourly rates for their time in attending such courses, whether during or outside of the employees' regular working hours, provided that the District may limit attendance based on its determination of the relevance of such courses or programs to particular positions and based on space limitations. Successful completion of such courses shall be considered by the District (along with such other criteria as deemed appropriate by the District) in its determination of the qualifications of candidates under the vacancy-filling provisions of Section 2 of Article VII.

Section 11: Expense and Mileage Reimbursement. Any manager/assistant manager who travels in their own personal vehicles during the work day and/or incurs other pre-approved expenses on behalf of the District are required to submit that mileage and/or expenses by the 15<sup>th</sup> of each month to their supervisor. Failure to timely submit such expenses can result in delay of all expense reimbursements.

Section 12: Emergency Work. In the event that the federal, state or local government, or the Superintendent determines that there is an emergency that requires bargaining unit employees work additional hours or have a temporary change in hours to ensure that meals are offered to students, they shall be required to work based on the needs of their assigned worksites.

## **ARTICLE VII**

### **SENIORITY, VACANCIES AND REDUCTION-IN-FORCE**

Section 1: Seniority. Seniority means length of continuous employment by the School District (excluding any unpaid leave of absence in excess of 20 working days), subsequent to appointment in a position covered by this Agreement. An employee transferred to a position within the School District but outside the bargaining unit will retain his/her seniority but will not accumulate additional seniority during the time period that he/she occupied a position outside the unit.

Section 2: Vacancies. At least five (5) days' notice of a vacancy will be given to employees covered by this Agreement before a vacancy is filled.

Employees who desire said positions should so notify the Food Services Director in writing. Positions shall be filled on the basis of qualifications and seniority, as follows. The determination of an applicant's qualifications shall be made by management. Where, in the opinion of management, there are two or more applicants bearing substantially equal qualifications, then preference shall be given according to seniority.

Section 3: Employees Working in a Higher Classification. The Food Services Director may assign employees to a higher job/pay category on a temporary basis. The employee will be paid at the higher job/pay category on the second consecutive day assigned to that role.

Section 4: Length of Service. For purposes of this Article, the length of service of any employee shall be broken and no prior period or periods of employment with the School District shall be counted, if such employee:

- a. voluntarily resigns his/her employment; or
- b. is discharged for cause; or
- c. is not actively employed, for any reason, for more than twelve (12) months.

Section 5: Job Assignment. It is mutually understood and agreed that seniority does not affect assignments of jobs, which is solely the responsibility and function of management, to be exercised at the discretion of the School District.

Section 6: Seniority List. As of the effective date of the Agreement, a single seniority list of all full-time and part-time employees will be prepared. Annually, the School District will furnish the Union with a list(s) showing all employees in their relative seniority ranking.

Section 7: Reduction in Force. In the event that the School District determines to reduce the number of employees in this unit by layoff during the terms of this Agreement, the order of layoff shall be in the reverse order of seniority within the job category, subject to qualifications and skills. The School District will be the sole judge of qualifications and skills, provided that its decision is not arbitrary or capricious.

## **ARTICLE VIII**

### **SICK LEAVE**

#### Section 1: Days of Paid Sick Leave

Full Time Employees (24 or more hours per week): A day of paid sick leave per month shall be granted for a maximum total of ten (10) days per year. This is accumulated from year to year. Although accumulation begins immediately upon reporting to work, no sick leave shall be paid during the first ninety (90) calendar days of employment nor be retroactive.

Part Time Employees (less than 24 hours per week): Two days of paid sick leave per year after one year of service (provided that 91 days worked as a substitute in the District will count toward the one year service requirement). Seven days of paid sick leave per year after three years of service shall be granted to part time employees. Eight days of paid sick leave per year after three years of service shall be granted to part-time employees.

Section 2: Unused Sick Leave. Employees who resign or retire shall be entitled to \$10.00 per day of unused sick leave up to a maximum of one hundred twenty days (120) or \$1,200. Accumulated sick leave up to a maximum of one hundred twenty (120) days of an employee who dies while in the Committee's employ shall be paid to such employee's designated beneficiary, if living, or in lieu of a living designated beneficiary, to such employee's estate. There shall be no payment for unused sick days of an employee who is dismissed.

Section 3: Employees may obtain information concerning their accumulated sick leave and vacation time through the Employee Self-Service Portal. All requests for sick leave must be requested through the ESS online portal in advance when possible, or, when advance notice is not possible, entered within one day upon return from the absence.

Section 4: Accumulated sick leave with pay may be taken when an employee is prevented from working because of personal illness or injury. Accumulated sick leave may also be taken up to an annual total of five (5) days because of illness of, or injury to, a member of the employee's "immediate family". "Immediate family" means an employee's spouse, children, parents, sisters, brothers, grandparents, parents-in-law or a close friend who is a member of the employee's immediate household. Documentation from medical providers may be requested in cases where the District suspects abuse of sick time use (which may include sick time use adjoining weekends or other days off, use of all accrued sick time each year or other circumstances that lead the District to believe there has been abuse).

## **ARTICLE IX**

### **BEREAVEMENT**

Employees covered by this Agreement shall be allowed time off without loss of pay for up to three (3) working days which the employee would otherwise have been scheduled and available to work within the seven calendar days following the date of death of a member of the immediate family. The immediate family is defined as parents, spouse, children, brothers and sisters, parents of spouse, grandparents, grandchildren of the employee. The employee shall be allowed one (1) day off without loss of pay following death of an individual who is not an immediate family member but with whom the employee has a close relationship. All requests for bereavement leave must be requested through the ESS online portal in advance when possible, or, when advance notice is not possible, entered within one day upon return from the absence.

## **ARTICLE X**

### **WORK YEAR AND HOLIDAYS**

Employees working 24 or more hours per week, and employees working fewer than 24 hours per week but who are regularly scheduled to work five days per week, and who in either case have completed 90 days of service, will be granted the following holidays with pay, provided the employee has worked on his/her last scheduled day prior to the holiday and his/her first scheduled day after the holiday, unless a paid leave has been granted for either of such days by the Food Service Director:

New Year's Day, Martin Luther King, Jr. Day, President's Day, Patriots Day, Memorial Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Labor Day will be a paid holiday in any year in which the student school year commences no later than the Tuesday following Labor Day.

Part Time Employees working less than 24 hours per week and who are not regularly scheduled to work five days per week, and who have completed 90 days of service, will be granted the following holidays with pay, provided the employee has worked on his/her last scheduled day prior to the holiday and his/her first scheduled day after the holiday, unless a paid leave has been granted for either of such days by the Food Service Director:

Columbus Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day and Memorial Day

## **ARTICLE XI**

### **VACATION**

Full time employees working 24 or more hours per week shall be eligible for vacation pay as follows:

6 months to 5 years service  
5 years to 10 years service  
10 years and over

8 days vacation  
12 days vacation  
16 days vacation

Vacation time is accrued over the course of the school year based on hours worked. All employees who earn vacation and are not paid during school vacations shall have the option of utilizing vacation days during the weeks that school is closed or may receive a lump sum payment at the end of the school year. Employees looking to use vacation time during the school year when school is not in session, must provide two weeks' notice of their desire to use vacation time and may only use vacation time accrued to that date. Otherwise, employees will receive a lump sum payment of earned vacation days at the end of the school year. All requests for vacation must be requested through the ESS online portal in advance.

## **ARTICLE XII** **PERSONAL DAYS**

Full time employees working 24 or more hours per week are entitled to two (2) paid personal days per year. Part time employees working less than 24 hours per week are entitled to one (1) paid personal day per year. Personal days may not be used to extend a holiday or vacation period nor may they be used during the last two weeks of the school year except in an emergency or if they meet specific events as detailed below. Except in cases of emergency, requests for personal leave must be made to the Director of Food Service at least two weeks in advance of the day for which leave is being requested, and all requests must be made through the Employee Self-Service Portal. Personal leave is to be used for matters which cannot be handled at any time other than during a normal working day, such as moving a family, passing papers on a home, legal matters, family wedding, graduation ceremonies for family members, etc. At the close of each school year, an employee's unused personal days shall be added to the employee's accumulated sick leave. Two unpaid days may be granted to full time employees annually, and one unpaid day may be granted to part time employees annually under the same terms as above.

## **ARTICLE XIII** **LEAVES OF ABSENCE**

Section 1: Unpaid Leaves of Absence. Any member of the bargaining unit who has completed one full year of service and who desires unpaid leave must submit his/her request through the ESS portal at least one month in advance, to the Director of Food Services for review. If similar requests are made at the same time, seniority will prevail. Based on length of requested time, and department needs, the director will determine whether such leave should be approved or denied, in the District's discretion. The maximum time that may be granted for unpaid leaves of absence shall be no longer than three (3) calendar months.

Section 2: Jury Duty. An employee called for jury duty shall be paid by the Town an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the Court, excluding allowance for travel.

#### **ARTICLE XIV** **INSURANCE**

Section 3: Health Insurance. An employee regularly scheduled to work at least twenty (20) hours per week shall be eligible for insurance benefits as are generally offered to other employees of the Town of Hingham.

Section 4. An employee's health insurance coverage will be continued during the period of an unpaid leave of absence, provided (except with respect to leave under the Family and Medical Leave Act) the employee pays the total monthly cost of such coverage to the Town within seven (7) days from the last billing date.

Section 5. It is understood that the Town will not itself operate said insurance programs but will maintain policies or contracts with insurance companies which will administer said program. The benefits under said program shall be subject to such conditions and limitations as may be set forth in the policies or contracts of insurance. Any dispute concerning eligibility for or payment of benefits under any such policies or contracts shall be settled in accordance with the terms thereof and shall not be subject to arbitration hereunder.

Section 6. Should any Federal or State legislation become effective during the term of this Agreement providing benefits paralleling any of those provided under this Article and imposing the cost thereon on the Town, then and to that extent the parallel benefits provided under this Article may be discontinued by the Town, and the Town shall be relieved of the cost thereof to avoid duplication of costs.

#### **ARTICLE XV** **SUBCONTRACTING**

The School District agrees that in the event it contracts with a private management company for the operation of the Food Service operation, it will recommend existing employees for employment to the new employer. If the School Department decides to subcontract food service work, it will notify the Union as soon as possible.

#### **ARTICLE XVI**

## MATERNITY LEAVE

Section 7: The Superintendent of Schools will be notified of an employee's pregnancy in writing no later than the beginning of the seventh (7th) month of pregnancy.

Section 8: Upon receipt of at least two (2) weeks' written notice of the employee's anticipated date of departure and intention to return, the School District shall grant a leave of absence without pay (for employees meeting the applicable statutory eligibility criteria) for up to eight (8) weeks in accordance with the provisions of General Laws Chapter 149, Section 105d or up to twelve (12) weeks in any rolling 12-month period in accordance with the provisions of the Family and Medical Leave Act (provided that the employee has not already exhausted such leave time for other FMLA-eligible purposes). Efforts will be made to commence such leave at the beginning of a semester or at a school vacation period.

Section 9: The date of anticipated return will be established with the Superintendent at the time the leave commences. At the time of return a doctor's certificate of good health must be presented upon request.

Section 10: In the event an employee who has completed one year's service as a food service worker in the Hingham School System desires a leave of absence without pay longer than the eight weeks provided above, she shall follow the procedure set forth below:

- A. The Superintendent will be notified in writing no later than the beginning of the seventh (7<sup>th</sup>) month of pregnancy of the request for such leave and the anticipated date of departure.
- B. If the School District grants the request, the date of return will be mutually established, but in any event the leave will not extend beyond the first of September following the child's birth, or on the subsequent September first if the birth occurs between June 30 and the commencement of the next school year.
- C. At least (3) months in advance of the established date for her return from such leave the employee must notify the Superintendent in writing of her intention to return or to retire from the school system. Failure to give such notification shall be deemed a resignation.
- D. At the time of return, a doctor's certificate of good health must be presented to the District upon request.

Section 11: In the event an employee desires to return before the established date of expiration of her maternity leave, she may so apply to the Superintendent in writing. A physician's statement of good health must accompany the application, and in the case of a comparable vacancy, the District may grant the employee early reinstatement in its discretion.

**ARTICLE XVII**  
**SEVERABILITY**

Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void. Otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

**ARTICLE XVIII**  
**AMENDMENT**

It is hereby agreed that this contract contains the complete agreement between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of this Agreement except by the mutual consent, in writing, of the parties hereto.

**ARTICLE XIX**  
**WORKERS' COMPENSATION**

An employee eligible for workers' compensation benefits may utilize available sick leave pay. The employee shall sign over to the School District any workers' compensation benefits payable for days for which sick leave pay is also received, and shall then be credited with partial sick leave days for the amount of workers' compensation benefits paid over to the School District.


**ARTICLE XX**  
**DURATION**

This Agreement shall remain in full force and effect from July 1, 2021 until midnight June 30, 2024, and shall remain in full force and effect from year to year thereafter unless either party gives the required notice of its desire to terminate or modify the same.


Either party may give to the other written notice of intention to terminate or modify any part or all of this Agreement sixty (60) days prior to end of Agreement. Such notice must set forth, in detail all the specific changes proposed and all proposals for new material. If such notice is given, agreement on a date to begin negotiations will be no later than May 15 of such year. In the event that no agreement has been reached by June 30, 2024, the terms, conditions and obligations of this Agreement shall continue in full force and effect until agreement is reached to the extent required by applicable law, unless and until changed in accordance with such law.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on the 2 day of February, 2022

TOWN OF HINGHAM SCHOOL COMMITTEE

 2/2/2022  
Chair

MASSACHUSETTS LABORERS'  
DISTRICT COUNCIL LOCAL 1139

  
\_\_\_\_\_  
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## Appendix A

### Hourly Salary Schedule

<b>Food Services Technicians</b>	<b>7/1/21-6/30/22</b>	<b>7/1/22-6/30/23</b>	<b>7/1/23-6/30/24</b>
Step I	\$15.88	\$16.63	\$17.38
Step II	\$16.80	\$17.55	\$18.30
Step III	\$17.19	\$17.94	\$18.69
Step IV	\$17.46	\$18.21	\$18.96
Step V	\$18.51	\$19.51	\$20.51
<b>Elementary Cafeteria Managers</b>			
Step I	\$22.90	\$23.88	\$24.87
Step II	\$23.27	\$24.25	\$25.24
Step III	\$24.45	\$25.69	\$26.95
<b>Secondary School Cafeteria Managers</b>			
Step I	\$23.81	\$24.80	\$25.80
Step II	\$24.22	\$25.21	\$26.21
Step III	\$25.41	\$26.66	\$27.93

### **Assistant Managers**

The Assistant Managers will be paid according to the Food Service Technician salary schedule plus \$.88 per hour.

If, during the term of the agreement (FY18 – FY20), the Massachusetts minimum wage is increased by \$.50 an hour or more then, at the time such increase takes effect, the parties shall, upon request of either party, meet and confer solely with respect to any adjustments that either party may propose to the hourly base salary rates, provided that neither party shall be under any obligation to agree to any such adjustment or to submit to mediation or fact-finding concerning it, and this shall not constitute a general reopening of the agreement.

