


OFFICIAL COPY

 Jonathan Pohorilak, STA President

 Melanie Fiore, School Committee Chair

**THE STONEHAM SCHOOL COMMITTEE**

**AND**

**THE CAFETERIA UNIT OF THE  
STONEHAM TEACHERS ASSOCIATION MTA/NEA**

# **Contract Agreement**

**JULY 1, 2021 – JUNE 30, 2025**

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**THE CAFETERIA UNIT OF THE  
STONEHAM TEACHERS' ASSOCIATION**

**AGREEMENT - RECOGNITION**

This Agreement is made under Chapter 150E of the General Laws by and between the STONEHAM SCHOOL COMMITTEE, hereinafter sometimes called the "Committee" and THE CAFETERIA UNIT OF THE STONEHAM TEACHER ASSOCIATION, hereinafter sometimes called the "Association."

The Committee recognizes the Association as the exclusive bargaining agent for all employees in the following unit for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment:

All full-time and part-time cafeteria employees employed by the Stoneham Public Schools, excluding all of the following employees: Food Service Director, Secretary and other employees of the Stoneham Public Schools.

**Article I  
Payroll Deduction**

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of the Town of Stoneham all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Contract.

- A. The Committee agrees to deduct from the salaries of its employees' dues for the cafeteria unit of the Stoneham Teachers Association and to transmit the monies promptly to the Treasurer of the Local Association.
- B. Dues will be deducted for those members of the Association who have completed and signed the "Continuing Membership" portion of the Massachusetts Teachers Association membership form.
- C. The Association will certify to the Committee, in writing, the current rate of its membership dues. If the Association changes the rate of its membership dues, it will give the Committee 30 days written notice prior to the effective date of such change.
- D. No later than June 15 of each year, the Association will provide the Committee with a list of those employees who have voluntarily authorized the Committee to deduct dues.
- E. The Association shall indemnify and save the Committee and/or Town of Stoneham which may arise by reason of any action taken in making deductions and remitting same to the Association pursuant to paragraph 1 of this Article.

**Article II  
Grievance and Arbitration Procedure**

A. Definitions

- 1. A "Grievance" is a complaint based upon an event or condition which involves the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent Agreement entered into pursuant of this Agreement. The term "grievance" shall not apply to any matter as to which the Committee is without authority to act. The first twelve (12) months of employment shall be a probationary period during which there shall be no right to grieve the discharge or discipline of an employee.

The term "grievance" shall not apply to any matter as to which the Committee is beyond authority to act.

2. An "aggrieved person" is the person or persons making the claim.
3. No association business shall take place during an employees regular working hours.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise, affecting the conditions of employment of personnel covered by this Agreement. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any cafeteria person having a grievance to discuss the matter informally with her immediate supervisor, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

#### C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

##### 1. Level One

- a. A member covered by this contract with a grievance or association with a group grievance will first present the grievance to the principal or appropriate administrator, either directly or through an authorized representative of the Association, with the objective of resolving the matter informally.
- b. Grievances arising directly from action of officials at the Administrative Office level (above the local school level) may be initiated with and processed in accordance with the provisions of Level Two of this grievance procedure.

##### 2. Level Two

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within eight school days after presentation of the grievance, they may file the grievance in writing with the President of the Association or Grievance Committee within five (5) school days after the decision at Level One, or thirteen (13) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the President of the Association will refer it to the Superintendent of Schools or the Business Manager.
- b. Within ten (10) school days after receipt of the written grievance by the Superintendent, or the Business Manager, (s)he will meet with the aggrieved person in an effort to resolve it.

##### 3. Level Three

If at the end of the ten (10) school days next following such presentation to the Superintendent, or his/her designee, the grievance shall not have been disposed of to the aggrieved person's satisfaction, the said person may, within five (5) school days thereafter, notify the said President or his Authorized Representative in writing of the aggrieved person's desire to have the grievance presented to the School Committee; and, within five (5) school days following receipt of any such notice, the Association's Authorized Representatives shall meet with the said President and the aggrieved person to decide whether or not the Association's Authorized Representatives shall so vote, the grievance shall forthwith be presented in writing by the Association to the School Committee. Within twelve (12) school days or the next regularly scheduled meeting thereafter,

the School Committee shall meet with the Association's Authorized Representatives, the said President, and the aggrieved person in an effort to settle the grievance.

4. Level Four

a. Initiation of Arbitration and Time Limit Thereof

A grievance which was not resolved at Step 3 under the grievance procedure within fifteen (15) school days after presentation to the Committee may be submitted by the Association to arbitration. The arbitration may be initiated by filing with the Massachusetts Board of Conciliation and Arbitration or the American Arbitration Association a request for arbitration and mailing or delivering a copy thereof to the Committee. This request shall be filed within fifteen (15) school days after denial of the grievance at Level Three under the Grievance Procedure. The voluntary labor arbitration rules of the Massachusetts Board of Conciliation and Arbitration or the American Arbitration Association shall apply to the proceeding.

b. Arbitrator's Decision

The decision of the arbitrator will be accepted as final by the parties to the disputes and both will abide by it in accordance with its terms.

c. Application of Arbitrator's Decision to Similar Cases

If the parties agree that a case is similar, an arbitrator's decision will be regarded as precedent.

d. Arbitrator's Fee

The arbitrator's fee will be shared equally by the parties to the dispute. Each party will be responsible for the cost of its witnesses, participants, attorneys, etc.

D. Miscellaneous

1. The time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.
2. If, at the end of the ten (10) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented to the appropriate intermediate supervisor of the employee as provided by the procedure set forth in Section C, the grievance shall be deemed to have been waived; and, any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified, therefore, by the said Section C.
3. In order to avoid a grievance being pursued concurrently in a grievance procedure and by other means, during the period of time a grievance has been submitted to arbitration, and the arbitration has been completed, the "aggrieved person" shall automatically waive all other remedies or forums available.
4. Any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law, any incident which occurred or failed to occur prior to the effective date of Agreement, shall not be the subject of any grievance or arbitration hereunder.

**Article III**  
**Management Rights**

It is acknowledged that the Committee has the final responsibility of providing for the operation of the Stoneham School system under conditions which will insure economy of operation and quality and quantity of performance. To this end, the parties acknowledge that the Committee retains exclusively to

itself all rights and powers that it has or may hereafter be granted by law, except as expressly modified by a specific provision of this Contract.

As to every matter not expressly covered by this Contract, and except as expressly or directly modified by clear language in a specific provision of this Contract, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law.

Should the Association object to any rule or regulation as being violative of this Agreement, it may resort to the grievance and arbitration procedure outlined herein.

**Article IV**  
**No Strike Clause**

In consideration of the terms of this Agreement and the legislation which engendered it, the Association and its members, individually and collectively, agree for the term hereof, that they shall not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties, or willful absence from their position, or in any illegal activities directed against the Stoneham School System. Cafeteria personnel who participate in any such activities may be disciplined or discharged as the Committee in its judgment deems proper and said discipline shall be final and binding on the parties affected thereby and not subject to arbitration, provided that an issue of fact as to whether an individual engaged in such activities may be made the subject of the grievance and arbitration procedure.

**Article V**  
**Stability of Agreement**

All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to discuss with the Association any modifications or additions to this Contract which are to be effective during the term thereof. No change or modification of this Contract shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives.

**Article VI**  
**Compensation**  
**(See salary schedules – Appendix A)**

A. 1. Steps represent years of experience in Stoneham. A person entering the system may, at the discretion of the Superintendent, be placed according to their years of experience except that no one shall begin at a salary higher than Step 4.

2. Longevity Increase

<u>Years of Satisfactory Service in Stoneham</u>	<u>Employees Working Up to 3.5 hrs/day</u>	<u>Employees Working More than 3.5 hrs/day</u>
5 years	\$460	\$535
10 years	\$570	\$645
15 years	\$710	\$820
20 years	\$780	\$895
25 years	\$930	\$1,080

3. In determining the length of service for longevity in this schedule, the following rules will apply:

a. A person beginning employment between 1 July and 31 January will be given longevity credit for one year.

- b. A person beginning employment between 1 February and 30 June will not be given longevity credit for that period.
4. The Cafeteria Unit will receive a \$500 retirement notification bonus in the final year of service prior to their retirement if they have been employed by the Stoneham Public Schools for ten (10) or more consecutive years and their intent to retire notice is received by June 30<sup>th</sup> of the previous year. Once the retirement notice has been given, the employee must retire as planned to receive the retirement benefit. If the notice is withdrawn, the employee will be ineligible for the retirement benefit in the future.
  5. In the event a cafeteria worker is requested to work a special detail involving the use of the kitchen or cafeteria during non-regular work hours, the rate of compensation will be \$30 per hour.
  6. All staff members will enroll in Direct Deposit Services.

**Article VII**  
**Allowance for Absences**

**A. Sick Leave**

1. Each cafeteria employee will be credited with fifteen (15) sick leave days at the beginning of the school year to be used for personal and family illness.

Three (3) of the above personal leave days may be taken for critical and necessary personal, legal, business, household or family matters which require attention during school hours. The reasons for personal days are personal and confidential. However, personal leave days cannot be used the first or last day of the school year or the day preceding or following a school holiday or vacation or long weekend without a stated reason and permission from the Superintendent.

In the event a religious observance falls at a time in the school year when the member has exceeded their allowable sick leave days, the use of additional paid leave days shall be allowed. In no event will an employee be denied access to necessary religious days.

All new hire part-time employees as of July 1, 2022 shall receive pro-rated leave benefits according to their percentage of full-time status.

2. Unused sick leave may be accumulated up to one hundred ninety (190) days. Up to ten percent (10%) of an individual's accumulated sick leave may be used each year for a significant illness of a member of the employee's household or of an immediate family member. Effective July 1, 2017, up to twenty percent (20%) of an individual's accumulated sick leave may be used for this purpose. At the end of each school year, accumulated days beyond the maximum of 190 days will be deposited into the Sick Leave Bank as referred to in Section C below and Appendix A.
3. In the event an illness of an employee extends beyond the period of five (5) consecutive school days, the Superintendent, or his designee, may require medical documentation.

**B. Bereavement Leave**

Employees covered by this agreement will be allowed time off without loss of pay for up to five (5) days following a death in the immediate family. The immediate family for this article shall be defined as spouse, child, sibling, parent, anyone who lives in the employee's household, or anyone for whom the employee is the primary caregiver.

Employees covered by this agreement will be allowed time off without loss of pay for up to three (3) days following the death of a relative of an employee who is the employee's aunt, uncle, great-grandparent, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren, niece or nephew, grandparent of spouse. Said bereavement days shall be the day of the funeral and the time so granted for the purpose of attending the said funeral.



### C. Sick Leave Bank (SLB)

1. All members of STA ESP Units (Cafeteria Workers, Secretaries and ESPs) who began employment on or before June 30, 2022 and have earned twenty (20) or more days of sick leave can participate in the Sick Leave Bank. All members of STA ESP Units (Cafeteria Workers, Secretaries and ESPs) who began employment on or after July 1, 2022 and have worked in the district for at least three years and have accumulated twenty (20) or more days of sick leave can participate in the Sick Leave Bank. The SLB accumulated days will cap at nine hundred (900) days at any time.
2. Sick Leave Bank benefits will be granted only in cases of illness from which recovery and return to work are probable, based on appropriate medical evidence. In addition, SLB benefits will not be granted for treatment or procedures or recovery therefrom that an employee can reasonably be expected to schedule to occur over vacation periods, unless accompanied by a doctor's certification deeming the timing of the treatment or procedure medically necessary. SLB benefits are limited as detailed in Appendix B.
3. A participating member may request up to and including five (5) days from the SLB in their initial request, for personal illness only, provided all their leave has been exhausted. After the sick leave initially granted from the SLB has been used, the participating member may then request additional days in increments of up to thirty (30) days. No member, however, will be allowed to use more than fifty (50) days within a one (1) year period of time.
4. The SLB Committee shall consist of three (3) representatives (one from each of the STA education support units), one of whom will be elected to act as the Chair, and the Superintendent's designee. The Superintendent's designee shall have the power to be a voting member of the SLB committee. This committee shall present to the Superintendent its decision for administrative processing.
5. All approvals and refusals for the use of the SLB will rest with the Sick Leave Bank Committee and all four (4) members of the Sick Leave Bank Committee must sign authorization for the granting of SLB days to an individual.
6. This SLB shall be initially funded with the donation of one (1) day from the participating member's sick leave to the SLB after the member meets participation requirements under paragraph 1 above. Thereafter, if at any time the number of days in the SLB depletes to less than twenty (20) days, the SLB Committee will notify the Superintendent of Schools and each SLB member will deposit a sick leave day from their annual sick leave. In the event a participating member has exhausted all of their sick leave on the day the deposit is made, the Superintendent shall advance one day of sick leave to the SLB and shall recover said advanced day from the participating member's first available days. A new employee shall deposit one (1) day into the SLB once the employee has met participation requirements in paragraph 1 above and thereafter shall be eligible to make application to use the SLB.
7. If a member of the SLB applies for Worker's Compensation and receives, upon approval of the Sick Leave Bank Committee, days which are later determined to have a portion thereof covered by Worker's Compensation, the proportionate amount of each the SLB has provided to cover time determined to be covered by the Worker's Compensation payment shall be restored to the Sick Leave Bank.
8. The operations of the SLB and withdrawals therefrom shall be carried out in accordance with guidelines set forth in Appendix B. Decisions of the SLB Committee are not subject to the grievance and arbitration procedure set forth herein. The School Committee shall not be responsible for any decision(s) made by the Sick Leave Bank Committee.
9. Any unit that disaffiliates from the STA/MTA/NEA relinquishes any and all claims to the days in this Sick Leave Bank and forthwith shall be removed from any and all participation in the Sick Leave Bank either from the date of notice of disaffiliation or Massachusetts Labor Relations Commission, whichever is earlier.

10. At the end of each school year, days accumulated by active participating members beyond the maximum of 190 days will be deposited into the SLB.
11. Upon retirement, up to twenty-five (25) days of an employee's unused sick days may be allocated to the Sick Leave Bank.

#### **D. Parental Leave**

##### Birth Parent

1. The Superintendent shall grant parental leave for up to eight (8) consecutive work weeks from the birth of a child upon receipt of a letter from a pregnant employee. The letter must be sent at least two (2) weeks prior to the employee's anticipated due date.
2. The employee may use any of their personal accumulated sick leave for said period of time (8 consecutive work weeks) upon verification of birth from the employee's physician / hospital. The request for this personal accumulated sick leave utilization will be made at the time of the request for parental leave. Parental leaves under this paragraph will be paid to the extent of the employee's available sick leave.

##### Parental Leave

3. Parental Leave shall be granted to an employee who has completed a probationary period of ninety (90) school days. Upon the receipt of at least two weeks' written notice of the employee's anticipated date of departure and intention to return, the School Committee shall grant a leave of absence for up to eight weeks to a non-probationary employee. All parental leave under this section will be paid to the extent of the employee's available sick leave.

##### Adoption Leave

4. Upon request, adoption leave of up to eight (8) consecutive work weeks duration will be granted to an individual parent. Whenever travel to adopt is mandatory, travel will be allowed and will be included in the eight (8) consecutive work weeks. Adoption leaves under this paragraph will be paid to the extent of the employee's available sick leave. In the event travel time is required when adopting a child and both parents are employed by the Stoneham Public Schools, one spouse would be eligible for the eight-week leave and the other spouse is eligible for leave for the travel only.

##### Non-Birth Parent

5. Upon request, non-birth parental leave of up to 8 consecutive work weeks duration will be granted to a non-birth parent. Leave under this section will be paid to the extent of the employee's available sick leave. Leave under this section must be used within 6 months of the child's arrival.

#### **E. Holidays**

Each employee shall be entitled to receive their regular rate of pay for the following holidays: Martin Luther King Day, Memorial Day, Juneteenth, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. An employee must work the scheduled work day before and after the holiday in order to receive holiday pay.

#### **F. Vacation Days**

Each employee that is contracted to work 30 or more hours per week shall be entitled to accrue five (5) days of vacation after 5 years of service in the Stoneham Public schools at their regular rate of pay. However, if an employee does not satisfy the above conditions, the following shall apply: An employee who as of June 30, 2022, held a position that was contracted to work 20 or more hours per

week, shall be entitled to accrue five (5) days of vacation after 5 years of service in the Stoneham Public Schools at their regular rate of pay. Unused days shall be paid at the end of the school year. If the employee leaves the district, such days will be prorated for payout purposes.

**Article VIII**  
**Health Insurance**

The Cafeteria Unit of the Stoneham Teachers Association has ratified their health insurance agreement through the Public Employee Committee with the Town of Stoneham to enroll in health insurance through the Massachusetts Group Insurance Commission from July 1, 2015 to June 30, 2018.

**Article IX**  
**Separability and Savings**

If any Article or Section of this Contract or any riders thereto should be held invalid by operation of law, or by any other tribunal of competent jurisdiction, or if the compliance with, or enforcement of, any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with, or enforcement of, has been restrained, shall not be affected thereby.

**Article X**  
**General**

A. **Job Posting**

1. Whenever a vacancy occurs in a position covered by this agreement, it will be publicized for a period of ten (10) days by means of a written notice posted in each school building and an electronic posting through the Stoneham Public Schools website.
2. In filling such vacancies, the School Committee and/or Superintendent will consider the skills, ability and seniority of the applicants. It is recognized that after considering these factors, the final decision on selection rests with the School Committee and/or Superintendent.

B. **Transfers**

1. Although the School Committee and the Association recognize that the transfer of cafeteria personnel is sometimes necessary, they also recognize that frequent transfers of cafeteria personnel may interfere with optimum performance.
2. When the Superintendent, or his designee, determines that a transfer should take place, the cafeteria personnel will be notified, and if requested, they shall be given an opportunity to discuss the transfer with the Superintendent or his designee. The seniority of the cafeteria personnel shall be considered in the making of transfer decisions, but it is recognized that the final decision rests with the Superintendent or his designee.
3. When a reduction in the number of persons covered by this contract in a school is necessitated by a change in the school population or other unusual circumstances, qualified volunteers from that school for other position(s) in the school system will be sought by the administration prior to taking steps toward an involuntary transfer. If, in the opinion of the building principal, an acceptable volunteer is not available, an involuntary transfer may be considered. Any involuntary transfer to another building will be decided by seniority – the least senior person covered by this contract will be transferred first.

C. School Facilities

Upon request, the Association will be granted without cost, the use of school buildings for Association business at reasonable times outside the regular working hours and during the period when the building is normally occupied.

D. Non-Discrimination

No cafeteria personnel shall be discriminated against with respect to assignment, promotion or any other matter, because of race, creed, color, religion, nationality, age, sex, mental or physical disability, veteran status, sexual orientation, gender identity, genetic information, national origin, ancestry or marital status, unless based on a bona fide occupational qualification. The committee will not discriminate against any employee covered by this Agreement because of membership in, or legitimate activity on behalf of the members of the Association.

E. Reduction-in-Force

1. For the purpose of this article, seniority is the length of consecutive employment as an employee of the Stoneham School Committee, including time spent on leave of absence authorized by this Agreement or by the School Committee. An employee will lose their seniority for the following reasons:

- a. terminates their employment
- b. is discharged
- c. is laid off and not recalled within eighteen (18) months
- d. takes an unauthorized leave of absence for five (5) consecutive days

Time lost as a result of suspension will not constitute a break in seniority but will subtract from it.

2. If the Committee decides to reduce the number of bargaining unit positions held by persons covered by this contract, such reduction shall be consistent with Massachusetts General Laws Chapter 71, Section 41, as amended, and the regulations of the State Board of Education appurtenant thereto and this Agreement.

If the Committee decides that reductions in staff are necessary, the District will attempt to meet its needs first through attrition.

A seniority list will be compiled normally by October 15 of each school year. A copy will be posted in each school building and a copy will be given to the co-chairpersons and Association president. Persons covered by this contract will have until December 1 to verify existing information. On or before December 1, the Association will submit to the Superintendent a list of disputed items on said list. The parties will sign off on the agreed upon seniority list on or before December 15.

The senior person on layoff who is qualified to fill a permanent vacancy in an area in which they held seniority at time of layoff (including seniority in an area from which the person was previously bumped) will be recalled first. The Stoneham School District will not hire from the outside to fill any vacancy so long as employees who meet the criteria of the preceding sentence retain recall rights.

Recall rights shall be retained for eighteen months from the effective date of layoff unless sooner terminated under the following subsection.

Recall rights shall terminate with a rejection of a recall offer. Recall rights shall terminate unless within seven (7) calendar days after receipt of a recall notice the person notified the Superintendent of their acceptance and reports for work. Recall offers shall be sent by certified mail to a person's last address of record at the Office of the Superintendent of Schools and shall be deemed to have been received not more than four calendar days following date of posting.

Upon recall, all rights of the Agreement and benefits to which a person was entitled at the time of their layoff commenced, including unused accumulated sick leave, will be restored to the person upon their return. In addition:

- a. A recalled person shall advance to the next step of the salary schedule upon being recalled.
  - b. A person who exercises his recall rights and resumes employment in the Stoneham Public Schools shall be credited with all benefits and privileges that he was entitled to as of the date of the layoff.
  - c. A recalled person will be assigned to the same or similar position, if available, which they held at the time of commencement of the layoff assuming that, if it is not the position from which the person was laid off, the person is qualified to fill the recall position.
3. If the Superintendent determines that the most senior individual to be recalled does not possess the required qualifications for the vacant position, the reasons for that determination shall be given in writing to the individual with a copy to the union president. Such determination shall not be subject to the grievance and arbitration process.
  4. This article does not apply to probationary employees.
  5. The Committee will establish, maintain and provide to the Association lists of the bargaining unit employees and personnel set forth above in Section 3, according to their employment dates. For the purposes of seniority only, part-time and school year cafeteria personnel's length of service will be prorated accordingly.

#### **Article XI** **Conditions of Employment**

- A. Employees who are scheduled to work four (4) hours or more per day will receive a total of fifteen (15) minutes of paid break per day.
- B. A substitute list will be established at the beginning of the school year and will be updated when necessary. Every effort will be made to call these substitutes in the event a regular employee is unable to report to work.
- C. There shall be two categories of employees per Appendix A: Cafeteria Worker and Cook Manager at the High School. If a Cafeteria Worker substitutes for the Cook Manager, they shall be paid for that time at the first step of the Cook Manager scale. In any other school kitchen with more than three employees, there shall be a lead person who will receive an additional wage of \$1.00 per hour above the Cafeteria Worker scale. If a Cafeteria Worker substitutes for a lead person, they shall be paid for that time and receive an additional wage of \$1.00 per hour above the Cafeteria Worker scale.
- D. The first priority for offering overtime will be on a rotating basis alphabetically to cafeteria employees of the school affected. Otherwise, overtime shall be offered on a rotating basis to all qualified employees according to seniority.
- E. On half-days due to parent conferences or staff in-service, school lunch workers shall be expected to participate in appropriate in-service programs offered by the administration or work in the kitchen (cleaning, meal preparation, etc.) for their normal work day. If no in-service program is scheduled, workers may work in the kitchen or opt for an unpaid day.

#### **Article XII** **Evaluation and Discipline**

Employees shall be evaluated every year by their building principal or designee no later than June 1<sup>st</sup> using the attached form. Evaluations shall be based upon the principal's formal and informal observations, knowledge of building activities and events, and input from supervisors who are knowledgeable of the employee's work. The employee shall have the opportunity within five days of

receipt of the evaluation to request a meeting with the principal and to attach a written response to the evaluation.

Based upon any areas which are designated as needs improvement or unsatisfactory, the principal may develop an improvement plan for the following school year with specific goals, timeframe, and supports to improve performance. If performance is still rated as needs improvement or unacceptable at the end of the plan, the principal may recommend termination of employment to the Superintendent of Schools.


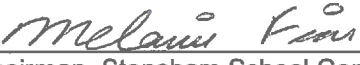
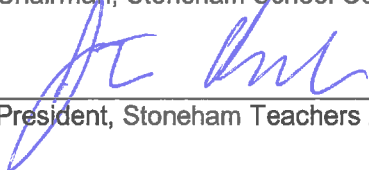
The evaluation process shall not preclude the principal or Superintendent from implementing other appropriate discipline for specific employee actions that are unacceptable, including as appropriate verbal warning or reprimand, written reprimand, suspension without pay, or dismissal. The employee shall have the right to review and acknowledge in writing any material that is placed in the personnel file.

**Article XIII**  
**Duration**

This agreement shall become effective on July 1, 2022, and remain in full force and effect until June 30, 2025, and from year to year thereafter, unless either party notifies the other party prior to December 1, thereafter, of a desire to terminate or modify this contract. Such notification shall be by registered United States mail to the responsible parties to this agreement.

This agreement shall remain in effect until such time as a new agreement has been negotiated and ratified by both parties.

IN WITNESS WHEREOF, the Committee has caused this instrument to be duly executed by its authorized designees and the Association acting in behalf of the employees, has caused this instrument to be signed by its proper officers hereunto duly authorized the day and year first above written.

 _____ Cafeteria Unit of the Stoneham Teachers Association	4/4/23 _____ Date
 _____ Chairman, Stoneham School Committee	4/4/23 _____ Date
 _____ President, Stoneham Teachers Association	4/19/2023 _____ Date

## Appendix A

### SALARIES

	2022-2023	2023-2024	2024-2025
	1.03	1.03	1.03
Step 1	16.26	16.75	17.25
Step 2	17.07	17.58	18.11
Step 3	17.90	18.44	18.99
Step 4	18.72	19.28	19.85
Step 5	19.51	20.09	20.70
Step 6	20.64	21.26	21.90
Step 7	21.77	22.43	23.10
Step 8	22.21	22.87	23.56
Step 9	22.61	23.29	23.99
Step 10	23.02	23.71	24.42
Manager 1	25.00	25.75	26.52
Manager 2	26.08	26.86	27.67
Manager 3	27.22	28.04	28.88
Manager 4	28.37	29.22	30.09

1. Steps represent years of experience in Stoneham or approved equivalent.
2. Unexcused absences will be deducted at the appropriate hourly rate.
3. Each cafeteria worker will be reimbursed \$400 annually, from July 1 to June 30, for the purchase and cleaning of uniforms. The employee must provide proof of purchase or payment (e.g. receipt or credit card statement) to the Superintendent or designee at the time of the reimbursement request.

## APPENDIX B

### SICK LEAVE BANK GUIDELINES FOR STA/SCC EDUCATIONAL SUPPORT PERSONNEL

A Sick Leave Bank (SLB) has been established whereby an employee who is a member of the bargaining units covered by Stoneham Teachers Association Educational Support Personnel (ESP) (Cafeteria Workers, Secretaries and ESPs) collective bargaining agreement(s) may receive additional sick leave upon exhaustion of their own earned and accrued sick leave.

#### I. Sick Leave Bank Committee

- A. The Sick Leave Bank Committee shall govern all phases of the Bank.
- B. All approvals and refusals for the use of the Bank days will rest with the Sick Leave Bank Committee. Approval for withdrawal requires a favorable vote by all four members of the SLB Committee. Any vote by the SLB Committee with less than unanimous vote shall be deemed a denial of approval for withdrawal.
- C. All decisions of the Bank Committee shall be final and not subject to the grievance and arbitration procedure under this agreement, with the following exception: decisions of the Bank Committee may be appealed back to the Bank Committee for reconsideration by any participating Bank member directly affected by a decision of the Bank Committee and/or any member of the Bank Committee itself.
- D. There shall be no appeals to any source other than the appeals described in the preceding Section I-C.
- E. Authorization or denial of days from the SLB must be signed by all four (4) committee members of the SLB before being presented to the Superintendent or designee for processing.

#### II. Purpose of the Bank

The purpose of the Sick Leave Bank is to enable a member of the bargaining unit(s) covered by Stoneham Teachers Association ESP (Cafeteria Workers, Secretaries and ESPs) collective bargaining agreements, upon the exhaustion of their individual sick leave allotment (both annual and accumulated), to receive extended sick leave without loss of income during a disability or illness and when a member has the expectation and possibility to return to work at full capacity, subject to the conditions of the STA/SCC Sick Leave Bank Agreement and the guidelines adopted by the Sick Leave Bank Committee. In addition, SLB benefits will not be granted for treatment or procedures or recovery therefrom that an employee can reasonably be expected to schedule to occur over vacation period, unless accompanied by a doctor's certification deeming the timing of the treatment or procedure medically necessary.

#### III. Eligibility for Membership

All permanent employees of the School Department of the Town of Stoneham and Stoneham School Committee who are also members of the ESP bargaining units (Cafeteria Workers, Secretaries, ESPs) covered by Stoneham Teachers Association collective bargaining agreements and begin employment on or before June 30, 2022 are eligible to participate in the Sick Leave Bank once the employee has accumulated twenty (20) sick leave days and has deposited one (1) day in the Bank. All permanent employees of the School Department of the Town of Stoneham and Stoneham School Committee who are also members of the ESP bargaining units (Cafeteria



Workers, Secretaries, ESPs) covered by the Stoneham Teachers Association Collective Bargaining Agreement and began their employment on or after July 1, 2022 are eligible to participate in the Sick Leave Bank once they have worked in the district for at least three (3) years, have accumulated twenty (20) sick leave days and have deposited one (1) day into the Bank.

#### **IV. Administration of the Sick Leave Bank**

- A. The Sick Leave Bank shall be administered by the Sick Leave Bank Committee.
- B. The Sick Leave Bank Committee shall consist of three (3) representatives (one from each of the STA education support units), one of whom will be elected to act as the Chair, and the Superintendent's designee who shall have the power to be a voting member of the SLB Committee.

#### **V. Operation and Benefits of the Bank**

- A. Before a participating member may receive any benefits, they must have exhausted all their individual annual and accumulated sick leave.
- B. In order to expedite benefits, application for benefits may be made to the Bank Committee prior to the expiration of the participating member's own sick leave (annual and accumulated), but benefits shall not commence until the participating member's own annual and accumulated sick leave has been exhausted.
- C. If an emergency or unanticipated event occurs and the Sick Leave Bank Committee is unable to meet timely, the representative from the member's unit and the Superintendent's designee may award up to five (5) days from the Bank to ensure continuity of the member's paycheck.
- D. The Superintendent will designate and make known the Administrator (heretofore referred to as "Designee") who will handle SLB documentation. The application for benefits shall first be made to the Designee and must be accompanied by a certification of disability or illness completed and signed by a physician. The Designee shall then provide the certification to the SLB Committee with personally identifiable information of the employee redacted therefrom. The Bank Committee may require additional information before approval of days is granted. The Bank Committee may also require additional information beyond a doctor's certificate at any time days are being used by a participating member. Such requests for additional information will be submitted to the Designee who shall transmit them to the employee. Upon provision by the employee of the requested additional information, it shall be redacted by the Designee and submitted to the SLB Committee. If the additional information is not provided by the member to the Bank Committee, the Bank Committee may vote to stop the withdrawal of the Bank days.
- E. A participating member receiving Worker's Compensation shall receive, upon approval of the Bank Committee, the difference between their regular daily rate of pay and the amount paid by Worker's Compensation. The applicant for these benefits must have exhausted all their individual annual and accumulated sick days before receiving any benefits from the Bank. The purpose of this section is to allow the participating member to be eligible to receive their full salary for the period of accident, disability or illness by adding Bank benefits to any Worker's Compensation payment. Should the member's Worker's Compensation payment be paid retroactively and the Bank has provided days to cover time later determined to be covered by the Worker's Compensation payment, those days shall be restored to the Sick Leave Bank.
- F. Application for benefits and the agreement to restore days to the Sick Leave Bank shall be rendered on SLB Committee forms available through the SLB Committee and contained herein as Appendix C.

- G. In the event a participating member is unable to file an application for benefits, said application may be made on behalf of a participating member by a representative of said member.
- H. Bank benefits shall be granted to applicants for only those disabilities and illnesses for which personal sick leaves days are made available and granted to employees in the collective bargaining agreement, consistent with any applicable state and federal statutes.
- I. Benefits under the Sick Leave Bank will not extend beyond the participating member's term of employment.
- J. Sick days are defined as normal workdays, excluding holidays and vacations and other non-working days. Payment will be made on workday basis. Salaries obtained from extra-curricular or other such activities will not be included.
- K. Any misuse or abuse of a Sick Leave Bank benefit that comes to the attention of the Sick Leave Bank Committee will be reviewed by the Bank Committee. After review, if the Committee deems it necessary, the Committee may request repayment of those days which were the subject of abuse.
- L. If at any time the number of days in the SLB depletes to less than twenty (20) days, the SLB Committee will notify the Superintendent of Schools and each SLB member will deposit a sick leave day from their annual sick leave. In the event a participating member has exhausted all of their sick leave on the day the deposit is made, the Superintendent shall advance one day of sick leave to the SLB and shall recover said advanced day from the participating member's first available day.
- M. The Superintendent of Schools shall make available the attendance record of a Bank member applicant if requested to do so by the Bank Committee.

**APPENDIX C**

**ESP SICK LEAVE BANK  
APPLICATION FORM**

Name of Applicant \_\_\_\_\_

Home Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Years in System \_\_\_\_\_

**Your request for Sick Leave Bank days has been:**

**Granted**

**Denied**

**Number of days granted from Sick Leave Bank**

\_\_\_\_\_

If days granted are being granted to a member who has or may apply for Worker's Compensation, attach signed agreement to this form.

Comment: \_\_\_\_\_

\_\_\_\_\_

**Signatures: (Three required)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**STONEHAM PUBLIC SCHOOLS  
STONEHAM, MASSACHUSETTS**

**REPAYMENT AGREEMENT**

I have applied for or may apply for Worker's Compensation. If my claim is successful and Worker's Compensation makes payment for days I was granted by the Bank Committee, in conjunction with the Worker's Compensation repayment arrangement between the Stoneham Public Schools, I hereby agree to cooperate with the School System to repay or make whole the Sick Leave Bank for the portion of the days that were retroactively compensated by Worker's Compensation in order that those days and/or portions thereof are restored to the Bank.

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Applicant's Signature

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Date

## **APPENDIX D** **TECHNOLOGY POLICIES**

The following School Committee Policies are included in this collective bargaining agreement as a notice to all employees. Though the use of technology is part of everyday life, its primary purpose in the Stoneham Public Schools is educational.

### **8-0 Digital Recording/Videotaping/Photography Policy**

#### **Introduction**

Stoneham Public Schools Spartan EDTV (Channel 10 Comcast, Channel 13 RCN, Channel 35 Verizon) are the school district's educational access channels. EDTV online at [www.stonehamschools.net](http://www.stonehamschools.net) is Stoneham Public Schools online streaming video resource. They are used as teaching and learning tools, as well as a means of informing the entire Stoneham community and beyond, of school events.

#### **Policy**

All recording, video taping and photographing, including digital photography, by any means, including but not limited to cell phone, involving students will be related to classroom and/or extra curricular activities and other instructional support services. No video recording or photographing, including digital photography, will be used for commercial purposes and no student will be included without the written consent of the parent/guardian. Parents will be required to sign a release form on an annual basis. Exceptions to this policy are large public events, such as athletic events, Carnival Ball, graduation, etc.

All routine classroom video recording and photographing, including digital photography, of student activities produced by school personnel may not occur, or be reproduced, or made available outside of the school for any purpose without express prior authorization of the building principal. Parents will be notified in advance whenever non-routine projects involving video recording and photographing, including digital photography, of students is planned.

### **8-0-1 Technology Acceptable Use Policy**

The Stoneham Public School system provides technology and internet access to students and staff to support educational excellence and enhance our curriculum. Use of school computers and online access is a privilege provided to students and staff.

Information sent and received using the Stoneham Public Schools wide area fiber network and online computers, and all hardware/software provided or installed by the Stoneham Public Schools is considered the property of the Stoneham Public Schools and is subject to review at the discretion of school administration. In the event that a review shows improper use, appropriate action will be taken with the individual(s) in accordance with school disciplinary policy, copyright law and/or Federal and State law. Staff members are advised that certain improper use may result in required reporting to the Massachusetts Department of Education, Bureau of Educator Licensure.

Examples of inappropriate or improper use include but are not limited to:

- Causing damage to computer technology equipment
- Altering computers or network equipment configurations
- Loading personal non-school purchased software onto a computer
- Hacking into other's folders or work files on a password protected server
- Using printer material for non-school business
- Use of computers and internet unrelated to intended educational use
- Downloading files for personal use, unrelated to proper educational use
- Use of school technology for personal gain or commercial use
- Use of computers for spam, advertising or political use
- Non-educational chat room or instant messaging use

- Use of an online computer to transmit, receive or display pornography; racially offensive or harassing messages; profanity; sexually explicit material; or threatening, defamatory, or other improper, socially unacceptable files
- Downloading or transmitting materials in violation of State, Federal and Copyright law

The Stoneham Public School system is not responsible for materials acquired using school computers. Periodically, the Stoneham Public Schools will make determinations on whether new uses of technology remain consistent with this acceptable use practice.

**APPENDIX E**  
**STONEHAM PUBLIC SCHOOLS**  
**CAFETERIA WORKER – PERFORMANCE EVALUATION**

NAME		DATE OF REPORT	
ASSIGNMENT		SCHOOL	

**RATING SCALE**

**1 – Exceeds Requirements .....Performance consistently exceeds expectations and requirements.**

**2 – Meets Requirements .....Performance consistently meets expectations and requirements.**

**3 – Needs Improvement.....Performance meets minimal expectations and requirements.  
Written improvement recommendations will be included.**

**4 – Unsatisfactory .....Performance is below expectations and requirements. Potential for improvement must be evident or should be considered for termination. Written improvement recommendations will be included.**

<b>A. DUTIES OF POSITION/SAFETY</b>	
	Thoroughness in which assigned tasks are performed and degree to which they meet Federal and State regulations
	Follows directions/menus and works with others to serve a nutritious, visually appetizing meal
	Follows practices to maintain the highest standards of safety, sanitation and cleanliness
	Maintains records and reports as required
<b>B. INITIATIVE/ADAPTABILITY</b>	
	Anticipates and effectively addresses unforeseen events
	Willingness to change course of action to accommodate situation
	Self-starter
	Tries new procedures to increase efficiency
<b>C. PROFESSIONAL RESPONSIBILITY</b>	
	Maintains cooperative and effective working relationships with others; team player
	Demonstrates punctuality, dependability and flexibility in the performance of school duties
	Interacts with staff members, students and others in a positive manner
	Follows rules and policies set by the school district

**COMMENTS:**

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervising Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Employee's signature indicates that they have received and read this report.  
Any written comments need to be attached within ten days. A copy will be placed in the employee's personnel file.