

AGREEMENT

BETWEEN

WESTFORD SCHOOL COMMITTEE

AND

WESTFORD SCHOOLS FOOD SERVICE PERSONNEL

July 1, 2021 – June 30, 2024

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days

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PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Westford and that good morale within the staff of Westford is essential to the achievement of that purpose, we the undersigned parties to the Contract, declare that:

A. Under the laws of Massachusetts, the School Committee, (hereafter called the Committee), elected by the citizens of Westford, has final responsibility for establishing policies of the Public Schools of Westford. Employees are responsible for reading and abiding by School Committee policy. The Committee will make School Committee policies and regulations readily available to all employees on the school website.

B. The Superintendent of Schools of Westford (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.

C. The Food Service Staff of the public schools of Westford have the responsibility of providing service of the highest possible quality to the students and staff.

D. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information between the Committee, the Superintendent, the Administration and the employees in the formulation and application of policies relating to wages, hours and other conditions of employment of the Food Service Staff. The fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to meet with the other to discuss and consult on appropriate matters not originally covered in this agreement.

Pursuant to law here applicable, neither party in any negotiations shall have any control over the selection of the representative of the other party and each party may select its own representatives, and while no final agreement shall be executed without ratification by the Food Service Staff and the Committee, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE I – SCOPE / RECOGNITION

The Committee recognizes the Westford Food Service Association as the sole and exclusive bargaining representative with respect to wages, hours, and other conditions of employment for all full-time and part-time managers, cooks, bakers and workers (as such employees are defined under the provisions of Massachusetts General Laws Chapter 150E) employed in the Westford Schools' cafeterias, excluding the Director of Food Service.

ARTICLE II - RIGHTS OF THE COMMITTEE

The Committee is a public body established under, and with the power provided by, the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Westford, the Committee is charged with the responsibility for the quality of education in, and the efficient and economical operation of, the Westford Public Schools. It is acknowledged that the Committee has the final responsibility of establishing the policies of the public schools of Westford insofar as the law allows.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules and regulations of any agencies of the Commonwealth. Except as expressly modified herein, said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement.

ARTICLE III - CONTINUITY OF EMPLOYMENT

Section 1. The Association and its members, individually and collectively, agree for the term thereof, that they shall not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties, or other illegal activities, directed against the Westford School Committee during the term of this contract.

Section 2. Employees who participate in such activities may be disciplined or discharged as the Superintendent of Schools or his/her designee in his/her judgment deems proper. Said discipline shall be final and binding on the parties affected thereby, and not subject to the grievance and arbitration procedure, provided, however, that a question of fact as to whether an individual has engaged in such activities may be the subject of the grievance and arbitration procedure.

Section 3. In connection with any negotiations for a successor agreement held pursuant to **Article XV, (Duration)**, said negotiations shall be conducted without the threat of sanctions or strikes by either party or any outstanding differences shall be referable only to mediation, fact finding or other statutory impasse procedure provided for in the General Laws of the Commonwealth.

ARTICLE IV GRIEVANCES

Section 1. For purposes of this Agreement a "grievance" shall be defined as any complaint by the Association and/or an employee covered by this Agreement that:

(1) he/she has been subjected to a violation, inequitable application or misinterpretation of a specific provision of this Agreement, or

(2) he/she has been subjected to an arbitrary or capricious act contrary to established practice.

An "aggrieved person" is the person or persons making the claim. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

Time Limits: All time limits herein, except in Section 6 shall consist of school days from September 1 through May 31. June 1 through August 31 may be referred to as calendar days. It is understood that any grievances pending at the conclusion of this contract will remain operative in the subsequent contract period unless settled in negotiations.

Section 2. 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 welfare or working conditions of the employees. Both parties agree

that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Section 3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Section 4. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing except that he/she may not be represented by a representative or an officer of any organization other than the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure except at Step 1 of Section 7.

Section 5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended only by a prior mutual agreement.

Section 6. If, at the end of thirty (30) calendar days next following the occurrences of any grievance, (or when the employee should reasonably have had knowledge of such occurrence) the grievance shall not have been properly presented in writing in Step 1, set forth below, 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 step in the procedure shall not have been taken within the time specified therefore in this Article.

Section 7. Subject to the foregoing, all grievances must be processed in accordance with the steps, time limits and conditions herein set forth:

Step 1: The employee shall present the written and dated grievance during his/her non-working hours to the Director of Food Service who shall give his/her answer in writing within five (5) days. If the grievance is not satisfactorily settled at this step, it may

Step 2: Be presented to the Association by the employee involved within three (3) days after receipt of the Director's answer. If the Association

concur in the answer of the Director, the matter shall be considered settled at this step as far as the Association is concerned and the Director shall be so notified. If the grievance is not satisfactorily settled at this step to the employee's satisfaction and/or if the employee shall so desire, it may

Step 3: Be reduced to writing by the employee within fifteen (15) days after receipt of the Director's answer and be presented to the Superintendent of Schools. The Superintendent or his/her designee and the employee and if the employee so elects, a representative of the Association, or his/her designee, shall meet to discuss the grievance within ten (10) days after receipt of the written grievance. Grievances reaching the Superintendent's level will be summarized and forwarded to the Committee for their information. The Superintendent shall elect whether this discussion shall take place during working hours or not. The Superintendent, or his/her designated representative, shall give his/her written answer to the grievance within seven (7) days following the conclusion of the meeting. If the grievance is not satisfactorily settled at this step, it may

Step 4: Be appealed in writing within five (5) days after receipt of the written answer of the Superintendent by the employee to the School Committee. The School Committee, and/or its designated representatives and the employee, and, if the employee so elects, counsel and/or an authorized representative of the Association, shall meet to discuss the grievance as promptly as possible, normally within fifteen (15) days, at a time mutually agreed upon between the Chair of the School Committee and the Association. If any person or persons are to represent the employee at this meeting, the School Committee will be informed in writing prior to three (3) days before the meeting of the names and titles of such person or persons. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours or not. The School Committee will give its written answer to the grievance within ten (10) days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may

Step 5: Be appealed to arbitration by written notice of such intention to appeal within ten (10) days after the receipt of the written answer under Step

4 of Section 7. This appeal to arbitration shall be in accordance with the procedure and conditions set forth below in **Article V, (Arbitration)**.

Section 8. A grievance not initiated within the time specified shall be deemed waived. Failure of the Association to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

Section 9. A complaint by an employee covered by this Agreement that he/she has been subjected to an unfair or discriminatory act contrary to established policy and practice may be grieved in accordance with the procedure and subject to the conditions outlined above, provided, however, that such a grievance may not be appealed to arbitration.

ARTICLE V - ARBITRATION

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure:

Section 1. The Arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall, within five (5) days thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules. The Association and the Committee may jointly agree to submit a grievance to arbitration before the Massachusetts Board of Conciliation and Arbitration.

Section 2. Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the Arbitrator and the American Arbitration Association, or Board of Conciliation and Arbitration, shall be shared equally by the parties. In no event shall

any present or future member of the Committee have any personal obligation for any payment under any provision of this Agreement.

Section 3. The arbitrator shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her award not later than thirty (30) days from the date of the closing of the hearings, or if oral hearings have been waived, from the date of submission to him/her of the final statement and briefs. The arbitrator's award shall set forth his/her findings of fact, reasoning and conclusions. The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or which is inconsistent with any provision of this contract. The award of the arbitrator shall be submitted to the Committee and the Association, and, subject to law, shall be final and binding upon the Committee, and the Association and the aggrieved employee.

Section 4. The arbitrator shall be bound by the procedures set forth in the Voluntary Labor Arbitration Rules as now in effect or hereafter established by the American Arbitration Association, or by the applicable Rules and Regulations of the Board of Conciliation and Arbitration, in cases arbitrated before that agency. He/she shall arrive at his/her decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The Arbitrator shall have no power to add to, subtract from or modify any terms of this Agreement, and, in reaching his/her decision, shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. The Arbitrator shall be without power or authority to make any award which would require the Committee to do an act prohibited by law. Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the Committee and the Association, and the employee, or group of employees, who initiated the grievance. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

ARTICLE VI - DISCIPLINE

Section 1

Each new employee will be considered probationary for his/her first sixty (60) days of employment. The employee may be dismissed at any time during the probationary period. The Director of Food Service and/or Superintendent may discipline, reprimand, discharge, or suspend an employee without pay with just cause. For the purpose of the preceding sentence, "discharge" will mean dismissal from the employ of the Westford Public Schools for a disciplinary reason, and will not include any action taken pursuant to a reduction in force or non-renewal.

Section 2

Progressive discipline for infractions under this section will ordinarily be followed (i.e. oral reprimand, written reprimand, suspension without pay, dismissal); unless the Director of Food Service and/or Superintendent determine that the seriousness of the employee's actions warrants enhanced discipline.

Section 3

The Superintendent, the Director of Food Service or his/her designee will thoroughly investigate any written complaint regarding any Food Service employee. Unless directed otherwise by law enforcement or other authority, the Food Service employee will be notified of the investigation and will be afforded the opportunity to respond to any allegations.

Section 4

No material derogatory to a Food Service Employee's conduct, service, character or personality will be placed in the personnel file unless that employee has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the expressed understanding that such a signature does not in any way indicate agreement with the contents thereof. The Food Service Employee will also have the right to submit a written reply to such material to be reviewed by the Superintendent and attached to the file copy.

ARTICLE VII - SICK LEAVE

Each new employee will be on probation for his/her first sixty (60) calendar days of employment, after such time he/she will be placed as a regular employee, or dismissed at the discretion of the Superintendent or his/her designee without recourse to the grievance or arbitration procedures. During a probationary period, employees shall receive no sick, bereavement or emergency benefits. After an employee becomes a

regular employee, all conditions of vacations, sick leave, personal leave, pay and seniority will be retroactive to the first day of employment.

The sick leave provisions for all full-time employees shall be ten (10) days each fiscal year with full pay. Each full-time employee will accrue one (1) sick day per month, on a month to month basis beginning in September of each school year. Effective July 1, 2018, sick days may only be taken in increments of full and / or half days, not in hours. Unused sick leave shall accumulate up to a total of one hundred-ten (110) days.

All part-time employees shall be entitled to six (6) sick days each fiscal year with full pay, with an accumulated total of fifty-five (55) days. Each part-time employee will accrue (.6) of a sick day per month, on a month to month basis beginning in September of each school year. Effective July 1, 2018, sick days may only be taken in increments of full and / or half days, not in hours.

Sick days, for employees that are hired after the start of the school, will be pro-rated for the rest of the school year based on the date of hire. All employees in their first full year of employment or those hired after the start of the school year will accrue their sick time on a month to month basis. All full time employees will accrue one (1) sick day per month during the initial year of hire. All part time employees will accrue (.6) sick days per month during the initial year of hire.

If a Full Time employee becomes a Part Time employee during a school year, the Director of Food Service will determine any adjustment in the accumulated sick days for the duration of the school year and will notify the employee in writing.

Certification of illness from a physician will be required from employees who are absent for more than three (3) consecutive days before the employee may be eligible to qualify for sick leave.

All employees shall be notified of sick leave accumulation at the end of the first month of each new school year. During a probationary period employees shall receive no sick, bereavement or emergency benefits. Upon regular hiring all benefits will be retroactive to the first day of employment.

One (1) sick day may be used for an additional emergency day. This day must be used for unanticipated emergency and/or to conduct personal business that cannot be arranged except during the normal working day. Any day used for this purpose must receive prior approval of the Director of Food Service or approval after the unanticipated emergency day has been used.

In recognition of dedicated service, upon retirement eligibility, a full-time employee shall be paid for thirty-three percent (33%) of any unused accumulated sick leave, except that which is to be credited during the final year of employment. Such payment shall be based on the average daily rate for that employee in effect at the time of retirement. Each employee must notify the Director of Food Service of her/his intention to retire at least thirty (30) days prior to the date on which she/he will retire. If an employee intends to retire at the beginning of a school year, the Director of Food Service requires a thirty (30) day notice of that intention before the end of the current school year.

ARTICLE VIII – PERSONAL, FUNERAL & RELIGIOUS

It is recognized by all that absences by professional employees interrupt the educational process and must therefore be held to a minimum.

Section 1. Personal Leave: In each year of this Agreement, employees may obtain up to two (2) days leave with pay for imperative personal business or legal obligations which cannot effectively be conducted outside of the work hours. These days may not be accumulated and may only be taken in increments of full and / or half days, not in hours. An employee will not be required to specify reasons for a personal day. Personal days cannot extend long weekends or school vacations. No request for personal leave will be submitted so as to extend a holiday or vacation period without a Leave Request Form and a statement of reasons submitted to the Director of Food Services. Personal Days should be used prior to May 31st when at all possible, in the event of needing to take a personal day after May 31st, proof of the reason for the request must be presented. The Director of Food Services will review extenuating circumstances regarding personal days on a case by case basis and approval of with pay or without pay will be made for each request in advance. Such requests may be granted at the sole discretion of the Superintendent in consultation with the Director of Food Services.

Section 2. Bereavement Leave: In the event of the death of an employee's immediate family member (mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, step parent or any individual who resides with the employee), a maximum of five (5) regularly scheduled work days for funeral and bereavement leave shall be given to the employee without loss of pay and with no accumulation. In the event of the death of an employee's close relative who does not reside with the employee, the day of the funeral service will be allowed for the purpose of attending such service without the loss of the regular day's pay, and with no accumulation.

ARTICLE IX - LEAVES (MMLA / FMLA / MILITARY)

Section 1. Massachusetts Maternity Leave Act (MMLA)

The Committee will abide by the Massachusetts Maternity Leave Act (MMLA). Upon the receipt of at least two (2) weeks' written notice to the Superintendent of Schools of the employees anticipated date of departure and with the intention to return under the Massachusetts Maternity Leave Act (MMLA) a member of this unit who is pregnant or intending to adopt a child and has been employed for at least ninety (90) calendar days shall have the option of taking either:

A leave of up to and no more than eight (8) work weeks based on the approved school calendar at the time of birth or the date of adoption, but not substantially earlier or later.

A leave specifically limited to the actual period of preparing for and participating in childbirth and caring for a new born, or adopting and caring for a newly adopted child under 18 or a child under 23 with mental or physical disabilities.

The employee must notify the Superintendent if she intends to take leave under the MMLA. An employee who takes a leave under the MMLA may request to apply their earned sick leave benefits for five (5) consecutive days following the birth or adoption of the child, plus any period of the employee's continuing disability due to childbirth.

A person returning from a leave under this Article shall have a right to return to the employee's previous or similar position unless the employee would have been non-renewed or reduced in force. Nothing in this section of the bargaining agreement shall be construed to affect the Committee's requirement to abide by the MMLA, nor is it intended to expand or contract the rights and benefits of the act.

Section 2. Family Medical Leave Act (FMLA)

The Committee will abide by the Family Medical Leave Act (FMLA of 1993). An employee with at least twelve (12) months employment with family medical issues that renders him/her unable to perform functions of their job must notify the Superintendent in writing of their intent to take a medical leave. The Superintendent of Schools will designate in writing that the leave is to be taken under the Family Medical Leave Act (FMLA). Medical issues that qualify under the Family Medical Leave Act (FMLA) include a serious personal health condition that makes the employee unable to perform the functions of his/her position, care for family members who have serious health conditions including spouse, son, daughter, parent, care for a newborn, and adoption or foster child placement. The leave year shall be based on a twelve (12) month basis with only one (1) FMLA leave allowed in a twelve (12) month period. The twelve (12) month period will be calculated forward from the commencement date of the requested FMLA leave.

Section 3. Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

ARTICLE X – GENERAL

Section 1. Work Year: All Food Service personnel covered by this Agreement shall work the number of days that lunch is served in each school as determined by the school year calendar. If there is an adjustment to the school calendar and working hours, the Director of Food Services will work in collaboration with the Managers to maintain working hours and service to the district. In order to accommodate each school's lunch schedule, the actual working times per day will be determined by the Director of Food Service in conjunction with the Manager at each school.

Section 2. Work Hours: For the duration of this agreement, the daily work schedule for full time employees shall consist of six (6) hours a day for Westford Academy and five and three quarters (5.75) hours a day for the middle schools and all elementary schools. Part-time employees' daily work schedule shall consist of more than two (2) hours a day. All full time managers will work six and one quarter (6.25) hours/day. Managers start times will be the same as their full time workers, their end time will be a 1/2 hour after their staff leaves. The exception to this is the manager at Westford Academy will stay 15 minutes after the full time staff. All managers will contact the Director of Food Services via e-mail upon arrival and prior to leaving the building each day.

Managers will be responsible to schedule for themselves an equivalent of one (1) day per week as mandatory administration time to complete tasks related to orders, inventory, timesheets and additional office duties. This time is not to interfere with the necessity to assist during lunch services on an as needed basis.

Managers will be paid one (1) hour per month at their daily rate of pay for their responsibilities relative to the clerical tracking and submission to the Director of Food Services all monthly orders and inventory. This payment will be issued as a stipend in one (1) lump sum payment in the month of June.

When the school calendar schedule warrants an adjustment in hours and/or days, the Director of Food Services will work in conjunction with the managers and staff to maintain hours and quality of service that is in the best interest of the district.

Food Services personnel will be paid for only those hours worked and for paid holidays as specified in Attachment C. There will be no paid lunch period for any employees covered by this contract. Full time personnel are allowed one fifteen (15) minute break as determined by each school cafeteria manager. Part time personnel working less than five and three-quarter (5.75) hours per day are not allowed breaks.

Section 3. Employee Classification - For the duration of this agreement, the following employee classifications will be recognized:

Full Time Employee - any employee who works in excess of twenty-eight (28) hours per week

Part-Time Employee - any employee with regular daily hours, and whose hours total more than ten (10) hours per week but less than twenty-eight (28) hours per week.

Substitute - any employee with regular hours totaling ten (10) hours per week or less, and any employee called on a daily basis to fill in for an absent employee.

Section 4. Pay Periods: Food service employees will be paid by time sheet hours every two (2) weeks during the school year.

Section 5. New Positions/Transfers: When a position covered by this contract becomes vacant, or a new position is created, such positions shall be posted in the cafeteria kitchen of each school for a period of five (5) working days. Employees wishing to be considered for such positions shall so notify the Director of Food Service, in writing, within the five (5) day posting period. Managers will be given the opportunity to meet, interview and/or work with a new job applicant. The manager will provide input in selecting a candidate for a vacant position.

The selection of an employee to fill the position shall be based on qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be the determining factor. In cases where no promotion is involved, the Director of Food Service shall be the sole judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily, capriciously, or unreasonably. In cases where a promotion is involved, the Director of Food Service shall be the sole judge of qualifications.

If an employee is promoted to a higher classification, the employee will serve a thirty (30) day probationary period. During this probationary period, the Director of Food Service may return the employee to her/his previous position. The employee within this thirty (30) day period may request to return to her/his original position. Final decision rests with the Director of Food Service. When an employee has been promoted to a higher level position, the step raises for the new position will become effective on the anniversary date of the promotion, not the anniversary date of the initial employment.

Section 6. **Special Catering:** On Special Catering events that require preparation during the work day, a substitute may be brought in, if necessary. This will be determined via a collaborative discussion between the Director of Food Service and the Cafeteria Manager.

Section 7. **No Smoking Policy:** In recognition of the Education Reform Act of 1993 all Food Service Personnel will agree to abide by the no smoking policy as promulgated under the law.

Section 8. **Sanitation and Safety:** In compliance with the current Massachusetts State Health Code and local Board of Health Department regulations, all cafeteria personnel covered by this agreement will be required to take, and pass, the Serve Safe Sanitation Course certified by the National Restaurant Association. Westford Public Schools' Food Service Program will pay the initial course expense and test fee and will pay any subsequent course expense and test fee as the certification expires (currently every five (5) years) for the duration of the employee's employment. If unable to pass the exam, the employee will pay for any retake of the course and exam. If this fee is a burden on the employee, a payment schedule will be determined between the Director of Food Service and the employee.

All food service personnel will comply with safe personal cleanliness and hygienic practices as stipulated in the current Massachusetts State Health Code and local Board of Health Department regulations and as determined by the Director of Food Service.

All Food Service personnel will be expected to lift items up to thirty (30) pounds in weight without assistance.

Section 9. **Benefits:** All employees under this Agreement shall be covered by the provisions of Workmen's Compensation Insurance at all times while working for their employer. The health, dental and life insurance benefits as provided by the Town shall be in effect for all employees working at least twenty (20) hours per week during this contract.

Section 10. **Professional Development:** USDA has established mandatory minimum professional development standards requirements for school nutrition professionals who manage and operate the National School Lunch and Breakfast Programs. These standards, a key provision of the Healthy, Hunger-Free Kids Act of 2010, aim to institute minimum education standards and annual training standards for all school nutrition professionals. These new standards will ensure school nutrition personnel have the knowledge, training and tools they need to plan, prepare and purchase healthy product to create nutritious, safe and enjoyable school lunches. Adequate compensated opportunities will be provided for every food service staff member to complete the required hours for his/her job classification. Failure to meet these requirements may result in termination of employment.

ARTICLE XI – COMPENSATION

Salary Schedules

Attachment A

Special Catering

Attachment B

Holiday Schedule

Attachment C

Longevity

Attachment D

Section 1. **Salaries:** The salaries of all employees covered by this Agreement are set forth in **Appendix A, (Compensation)** which is attached hereto and made a part thereof.

Section 2. Step Movement: Full-time and part-time employees shall be eligible for a step raise consideration on either the anniversary date of employment or anniversary date of a promotion whichever is applicable.

Section 3. Overtime: Overtime will be paid at the rate of time and one half (1 ½). This applies whenever an employee works in excess of forty (40) hours/week or whenever it is necessary for an employee to return to duty after working normal hours or in emergency situations. Extended hours during the normal work day for special catering jobs will be compensated at the regular hourly rate.

It is recognized that the assignment of overtime work is the function of the Director of Food Service in keeping with the responsibility of meeting the obligations to the citizens of the community. Subject to the requirements of the Westford Public Schools, the Director of Food Service will assign overtime work.

Section 4. Travel Allowance: Travel allowance in accordance with the current IRS regulations per mile will be paid only as deemed necessary by the Director of Food Service when personnel are on cafeteria business, but not for traveling to and from work.

Section 5. Uniformity and Clothing Allowance: All employees of the Food Services Department will be clean, neat and presentable according to the regulations stipulated in the 1999 Massachusetts Food Code, Sections 2-3 and 2-4 and the requirements of the Westford Public Schools Food Service Department.

- "Food Service employees shall keep their fingernails trimmed, filed, and maintained so the edges and surfaces are cleanable and not too rough"
- "Unless wearing intact gloves in good repair, a Food Service employee may not wear fingernail polish or artificial fingernails when working with exposed food."
- "While preparing food, Food Service employees may not wear long sleeved clothing or jewelry on their arms and hands. (This section does not apply to a plain ring such as a wedding band)."
- "Food Service employees shall wear clean outer clothing to prevent contamination of food, equipment, utensils, linens, and single service and single-use articles."
- "Food Service employees shall wear hair restraints such as hats, hair coverings or nets, beard restraints, and clothing that covers body hair that are designed and worn to effectively keep their hair from contacting exposed food, clean

equipment, utensils and linens; unwrapped single service and single use articles.”

- Westford BOH (Board of Health) regulations may supersede any of the above when applicable.

Managers will use sound judgment to ensure that staff will present a professional image at all times in dress and conduct. Employees are expected to be clean and well-groomed daily. Clothing should be clean in order to prevent contamination of food and utensils and is not too tight, too short or too loose (which may present a safety hazard near machinery and burners), suggestive or overly casual.

Each Food Service employee will be provided with 5 shirts and 5 aprons upon hire-plus a \$50 shoe allowance. Returning employees will be reimbursed up to \$100 for shoes and work wear, providing they submit an original receipt, to be paid out in the second payroll of the school year. Each employee is to maintain a professional presentation in attire therefore replacement shirts and aprons are available through the Director of Food Services as needed.

Each employee will be required to wear black dress pants, capri—pants or dress/Bermuda shorts and black slip resistant shoes or sneakers of their choosing.

Section 6. Special Catering: Special catering events that occur after normal working hours and require on site Food Service personnel will be compensated as noted in **Attachment B (Special Catering)**. It will be the responsibility of each school’s cafeteria manager to assign such overtime work to their cafeteria staff for events occurring at their respective school. In most cases a certified Serve Safe person must be present at special events to supervise and instruct volunteers in equipment usage and safe food handling practices. It is also that person’s responsibility to monitor food temperatures, according to current Board of Health regulations. In some instances, there are events that do not involve many community volunteers. In these cases, it is the responsibility of the person(s) working the event to be involved in the cooking and cleaning of the kitchen facility in order to meet the established guidelines of the Food Services Department. This would insure that the food service equipment is utilized properly and that cleaning chemicals are used safely.

In unforeseen instances where employees from a kitchen are not available for a special event, the Director of Food Service reserves the right to assign employees from another school to such work.

Section 7. Incentive Compensation: For the duration of this Agreement, Incentive Compensation will be paid to each full-time and part-time employee upon reaching the increase in their school based student participation rates compared to the previous year's respective student participation rates, as long as the food services program is operating in the black at the end of the current school year.

All employees must be employed in food services for sixty (60) calendar days to be eligible for participation in the incentive compensation plan. Full time employees hired after the start of the school year will receive a pro-rated incentive payment based on their anniversary date. Part-time employees will receive an incentive payment prorated based on their full time equivalency.

If the yearly average increase in the % of student participation rate over the prior fiscal year is at least five (5%) but less than ten (10%), the incentive payment is two-hundred (\$200). If the yearly average increase in the % of the student participation rate over the prior fiscal year is ten (10%) or greater, the incentive payment is two hundred-fifty (\$250).

If a seventy (70%) yearly average student participation rate is reached, the incentive payment is two hundred seventy-five (\$275).

Section 8. Perfect Attendance: Employees who have perfect attendance will receive a stipend. If the employee has perfect attendance during the time period from July 1 through January 31, the employee will be eligible to receive a stipend of two hundred-fifty (\$250) to be included in the next regularly scheduled payroll following the recognition of the perfect attendance. If the employee has perfect attendance during the time period from February 1 through June 30, the employee will be eligible to receive a stipend of two hundred-fifty (\$250) to be included in the next regularly scheduled payroll following the recognition of the perfect attendance.

For the purposes of this article, perfect attendance is defined as no use of sick days and/or any time taken without pay in the above defined time periods.

Section 9. Longevity: The entire amount of longevity pay due to an employee shall be paid in a lump sum in the first pay period in June as outlined in **Attachment D (Longevity)**.

Section 10. Temporary Assignments: When a permanent full time or part time employee is temporarily reassigned to assume the role of Food Services Manager, the employee will be paid at the Manager's Step 1 rate of pay beginning on day one (1) of the temporary assignment. When a permanent full time or part time employee is temporarily assigned to any other higher salaried position, after a period of five (5) consecutive days she/he will be paid retroactively to day one (1) at the first step of the higher salaried category or the corresponding step that would provide a minimum increase in wages while serving in this temporary capacity.

When a substitute is hired to temporarily fill in for an employee, the substitute will be paid at the substitute pay rate for the first ten (10) days; after ten (10) days, the substitute will be paid at the Worker 1 salary step for the duration of that specific assignment. If a substitute has been working as a long term substitute (more than ten (10) consecutive days) in a school, without any break in service, and is transferred to another school to work as a long term substitute, the rate of pay will remain as Step 1 Worker for the duration of the assignment.

ARTICLE XII – EVALUATION

All employees will be evaluated after their sixty (60) day probationary period and every year thereafter on their anniversary date of employment. (Attachment E) Employees who have ten (10) or more years of service will be evaluated every other year on their anniversary date of employment. Written evaluations by the Director of Food Service and the Food Service Manager, where applicable, must accompany all promotions.

ARTICLE XIII - HOLIDAYS

All full-time employees shall be entitled to full pay for the state legal holidays listed in Attachment C (Holidays):

Part time employees working three (3) hours or less per day will receive one and one half (1 1/2) hours pay for each holiday. Part time employees working over three (3) hours per day will receive their full pay for each holiday.

ARTICLE XIV - REDUCTION IN FORCE

Section A. For the purpose of this Article, seniority shall be considered as the length of an employee's continuous service in the Westford Public Schools Food Service Department. Continuous service means the most recent period of unbroken service provided that authorized leave of absence, military service, or layoff because of lack of work, shall not be considered a break in continuous service for the purpose of establishing seniority. The first two (2) months of employment shall be considered a probationary period during which the employee serves at the sole discretion of the Committee.

Section B. An employee shall lose seniority for the following reasons:

- (1) Resignation from School Food Service employment.
- (2) Discharge and the discharge is not reversed through the grievance procedure set forth in this agreement
- (3) Absence for two (2) consecutive working days without notifying the employer. Exceptions may be made only with the consent of the employer. After such absence, the employer will send written notification to the employee at the last known address, that seniority has been lost and that employment has been terminated. If the disposition of a complaint or a grievance arising out of such termination of employment is not settled satisfactorily to the employee, the matter may be referred to arbitration as provided in the grievance procedure.
- (4) Failure or inability to return from sick leave and leave of absence will be treated the same as (3) above.
- (5) Retirement

Section C. In the event it becomes necessary to lay off employees, the least senior employee in the job classification affected by the layoff shall be the first laid off. Such employee due to be laid off shall have the right to bump other employees having less seniority in the same or lower job classifications. Laid off employees shall have recall rights for one year from the day of layoff. For purposes of seniority, job classifications are identified as (1) Part-time Worker, (2) Full-time Worker, (3) Baker (4) Cook/ala Carte Cook, and (5) Manager - Manager being the highest classification.

ARTICLE XV – SEPARABILITY AND SAVINGS CLAUSE

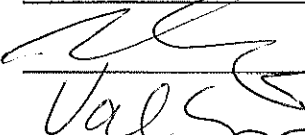
If any provision of this agreement or any application of the agreement to any employee or group of employees is found to be contrary to law, then such provision or application will not be deemed valid, except to the extent permitted by law, but all other provisions of applications will continue in full force and effect.

ARTICLE XVI - DURATION

This Contract shall remain in full force and effect until June 30, 2024 and from year to year thereafter unless either party notified the other party prior to December 1, 2023, or any December thereafter, of its desire to terminate or modify this contract. Such notifications shall be by Certified Mail Return Receipt Requested.

IN WITNESS WHEREOF, the Committee has caused this instrument to be duly executed by the authorized designees and the Food Service Personnel acting on behalf of the employees, has caused this instrument to be signed by its proper representatives hereto duly authorized this _____ day of _____ 2021.

WESTFORD SCHOOL COMMITTEE:



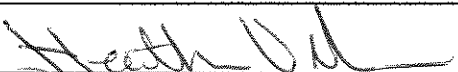
Val S.

C. D. Dwyer

K. M. Hall

S. P. Hall

WESTFORD FOOD SERVICE PERSONNEL:



Dimitra M. Stenslow

APPENDIX A
SALARY SCHEDULE

When an employee moves from one job classification to another the employee will be placed on the appropriate Step Level which represents an increase in pay.

7/1/2021 - 6/30/2022
5% Increase 1 Step Movement
Hourly Rate

<u>Steps</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Worker, Full & Part Time	15.00	15.60	16.15		
Baker	17.18	17.86	18.48		
Cook, A la Carte Cook	17.49	18.19	18.84		
Manager – Elementary	19.36	20.13	20.83		
Manager – Middle School	19.77	20.56	21.27	22.03	
Manager – High School	20.99	21.82	22.59	23.32	24.01
Substitutes	13.50				

APPENDIX A
SALARY SCHEDULE
Hourly Rate

7/1/2022 – 6/30/2023
2% Increase 1 Step Movement
Hourly Rate

<u>Steps</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Worker, Full & Part Time	15.30	15.91	16.47		
Baker	17.52	18.22	18.85		
Cook, A la Carte Cook	17.84	18.55	19.22		
Manager – Elementary	19.75	20.53	21.25		
Manager – Middle School	20.17	20.97	21.70	22.47	
Manager – High School	21.41	22.26	23.04	23.79	24.49
Substitutes	13.50				

APPENDIX A
SALARY SCHEDULE
Hourly Rate

7/1/2023 – 6/30/2024
2 % Increase 1 Step Movement
Hourly Rate

<u>Steps</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Worker, Full & Part Time	15.61	16.23	16.80		
Baker	17.87	18.58	19.23		
Cook, A la Carte Cook	18.20	18.92	19.60		
Manager – Elementary	20.15	20.94	21.67		
Manager – Middle School	20.57	21.39	22.13	22.92	
Manager – High School	21.84	22.71	23.50	24.27	24.98
Substitutes	13.50				

ATTACHMENT B
SPECIAL CATERING

Catering compensation will be paid at the following hourly step category rates. If at any time this rate of pay is less than the equivalent of one and one half (1 ½) times the employees' regular hourly wage, the higher rate will be paid. Managers will be paid one and one half (1 ½) times their regular hourly wage rate. All employees will be paid a minimum of one (1) hour for special catering tasks performed after the normal working day.

Worker, Full & Part Time	28.00
Baker	28.00
Cook, a la Carte Cook	28.00

ATTACHMENT C
HOLIDAYS

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Labor Day
Columbus Day
Veteran's Day
Patriot's Day
Memorial Day
Thanksgiving Day
Christmas Day

ATTACHMENT D
LONGEVITY

Food Service Personnel shall be eligible for the following longevity payment upon completion of the respective years of service and each year following thereof.

YEARS OF SERVICE	AMOUNT
5-9 years	\$100
10-14 years	\$200
15-19 years	\$300
20 years or more	\$400

Principal/Supervisor:	Location:	Review Date:	Date Prepared:	Date of Last Review:
Employee Name:	Date of Hire:	Length of Service:	Date Of Last Rate Change:	Present Rate:
Classification Title:	CODE KEY: = (5) Excellent (4) Very Good (3) Good; (2) Fair (1) Needs Improvement			

EVALUATION AREAS:	Excellent	Very Good	Good	Fair	Needs Improvement
<u>Job Skills (consider job performance and skill)</u>					
Keeps up with work and keeps work station clean					
Understands and follows recipes and/or cooking directions w/o assistance					
Makes all products uniformly					
Is waste conscious and economical					
Monitors correct hot and cold food temperatures and keeps food temperature logs daily					
Understands and completes production logs correctly and timely					
Uses cash box or register quickly and consistently					
Works quietly and reasonably fast					
Comments:					
<u>Cooperation (consider attitude)</u>					
Responds quickly to call for assistance from co-workers					
Demonstrates teamwork with co-workers and manager					
Receptive to change and new ideas					
Accepts new suggestions regarding work performance					
Comments:					
<u>Sanitation & Safety</u>					
Follows food service department and local board of health regulations					
Washes hands frequently					
Uses vinyl gloves and serving gloves appropriately					
Understands proper set up of three compartment sink; changes rinse water if grease or food particles build up					
Understands use of chlorine test kit for sanitizing rinse					
Is safety conscious, works efficiently, without rushing, endangering self or others					
Keeps wiping cloths in sanitizing solution while in use					
Comments:					
<u>Care of Equipment</u>					
Keeps equipment clean and returns items to proper place					
Knows correct way to operate ovens, steamers, mixers and other appliances					
Regularly cleans ovens, steamers, hot holding cabinets, other appliances correctly					
Comments:					
EVALUATION AREAS:	Excellent	Very Good	Good	Fair	Needs Improvement