

**AGREEMENT BETWEEN WESTWOOD SCHOOL COMMITTEE
AND THE WESTWOOD CAFETERIA EMPLOYEES**

This salary agreement and contract has been made and entered into by the Westwood School Committee and the Massachusetts Laborers' District Council, Labor Local 138, Natick, MA on behalf of the Westwood Cafeteria Employees, Local 138. This contract becomes effective as of July 1, 2021, for a two year period. Year 1 is to be July 1, 2021 through August 31, 2022. Year 2 is to be September 1, 2022 to August 31, 2023.

Note: The end and start dates (August/September) may be adjusted slightly to align with the start of the school year.

DocuSigned by:

Maya Plotkin

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Maya Plotkin, Chair, Westwood School Committee

DocuSigned by:

Nelson Carniero

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Nelson Carniero, Field Representative, Massachusetts Laborers' District Council

DocuSigned by:

Sandra Warnick

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Sandra Warnick, President, Westwood Cafeteria Employees

ARTICLE I - RECOGNITION AND BARGAINING UNIT

The Westwood School Committee recognizes the Westwood Cafeteria Employees Association/Massachusetts Laborers' District Council, Local 138, Natick MA as exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours or other terms and conditions of employment for the employees in the bargaining units hereinafter described.

All full-time and regular part-time Cafeteria employees employed by the town.

ARTICLE II- EMPLOYEES RIGHTS AND OBLIGATIONS

Organizational Activities: Except to the extent that there is contained in the Agreement and express and specific provision to the contrary, employees shall have and be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join or assist employee organizations; to hold office and participate in the management of the Association; to act in the capacity of Association

representative; to engage in other lawful Association and concerted activities for the purpose of collective bargaining or other mutual aid or protection. In the exercise of such rights, the employees shall be free from any and all interference, restraint, or coercion, and from any discrimination, and without regard to tenure, promotion or other conditions of employment. The Association agrees that it shall represent the interest of all employees in the Units covered by this Agreement without discrimination, and without regard to whether or not the employee is a member of the Association.

Association Membership: Upon request, the School Department will advise the Association in writing of the name, address, position and school of each new employee. The School Department recognizes the right of any employee to become a member of the Association and will not discourage, discriminate, or in any way interfere with the rights of any employee to become and remain a member of the Association

No Discrimination: Neither the School Department nor the Association will discriminate against any employee because of race, color, creed, sex or national origin.

No Strike Clause: It shall be unlawful for the employee to engage in, induce or encourage any strike, work stoppage or withholding of services by such employees.

Labor-Management Meetings: The parties agree that there shall be periodic labor management meetings (with no less than one (1) per year) scheduled for the purpose of discussing issues of interest for either of them. The parties shall agree on the composition and format of these meetings.

ARTICLE III -RIGHTS OF MANAGEMENT

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the School Department are retained by and reserved exclusively to the School Department, including, but not limited to, the rights to manage the affairs of the School Department and maintain and improve the efficiency of its operation; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the schedules and assignment of employees to work; to determine the qualifications of all jobs; to establish new job classifications, new job duties and new job functions; to require from each employee the efficient utilization of his/her services; to hire, promote, assign, retain, discipline, suspend, demote, and to discharge employees for just cause, to promulgate and enforce reasonable rules and regulations pertaining to operations and employees.

ARTICLE IV -ASSOCIATION ACTIVITIES

Joint Meetings: Joint meetings by mutual agreement between representatives of management and the Association shall be, whenever practicable, held outside of regular working hours except when extraordinary circumstances make it necessary to hold such meetings during regular working hours.

When such meetings are required by management during working hours, the Association representatives shall be compensated at their regular rates of pay. And in no event will more than two (2) employees from the Unit be absent from work to conduct such business, and they will be paid at the regular rate of pay (straight time).

Association Activities: Except as is specifically provided herein by this Article, no Association activities shall be conducted during working hours. The Association meetings may be conducted on a monthly basis only during hours when the majority of employees are not on duty.

List of Association Officers: The Association shall furnish the Superintendent of Schools with a written list of its local officers and shall promptly notify the Superintendent of any changes hereto. Only such listed officers shall be recognized by the Superintendent for the purpose of joint meetings except that the Association or the Superintendent may, at its discretion, be represented by an Association officer, School officer and/or their representative counsel.

Use of the Bulletin Board: The Superintendent shall permit the use of a bulletin board located in each school library, by the Association for posting of notices concerning Association business and activities, in common with other school employee organizations that may have such right. The superintendent will make space available for the Association to put up a bulletin board in each school kitchen

ARTICLE V - SALARY

Salary, Effective July 1, 2021 through August 31, 2022

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Lead Cook	\$16.00	\$16.88	\$18.19	\$19.31	\$20.06	\$20.85
Cooks	\$15.75	\$16.63	\$17.94	\$19.06	\$19.81	\$20.60
General	\$14.87	\$15.75	\$16.99	\$18.11	\$18.89	\$19.63

Salary, Effective September 1, 2022 through August 31, 2023

2.5% COLA						
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Lead Cook	\$16.40	\$17.31	\$18.64	\$19.80	\$20.56	\$21.37
Cooks	\$16.15	\$17.05	\$18.38	\$19.54	\$20.31	\$21.11
General	\$15.25	\$16.14	\$17.41	\$18.57	\$19.36	\$20.12

Seniority:

All employees hired on or after September 1, 2000 will be entitled to seniority pay as follows:

Ten Years	\$750
Fifteen Years	\$850
Twenty Years	\$950

All employees hired prior to September 1, 2000 will be entitled to seniority pay as follows:

Twenty Years	\$2.10/hour
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Annual Step Increase:

All employees below Step 6 will be eligible to receive a step increase on July 1, provided that the employee has completed a full year of service at the prior step and has received a satisfactory end of year evaluation.

ARTICLE VI -WORK DAY AND YEAR

All cafeteria employees, managers, cooks, and general kitchen employees will be employed on a 180-day schedule. Said 180 days will coincide with the days that school is in session with the exception of the Full Day Professional Development Day(s).

The regular workweek shall be Monday through Friday inclusive. The regular workday of all full-time Food Service employees shall be determined by the Director of Food Services as necessary at a minimum of four (4) hours per day.

Full-time employees shall receive benefited time off in accordance with hours scheduled.

Cooks: Will be scheduled to work six hours per day.

Part-time: All other employees will be scheduled as deemed necessary by the Director of Food Services.

If all elementary schools have a reduction in hours on short Wednesdays, all present elementary cafeteria workers will be reassigned to the High School cafeteria so they will have no loss of hours and/or pay. All elementary school cafeteria employees must be on the payroll by September 2003.

An employee may request to work the Full Day Professional Development day in lieu of the day before

Thanksgiving.

ARTICLE VII- PERSONAL DAYS

Cafeteria employees may have three personal days per year. (Not deducted from sick leave.)

No personal days are to be used in conjunction with school vacations or holidays, unless there are extenuating circumstances. If there are extenuating circumstances, a written request should be submitted to the Director of Business and Finance for approval. Unused personal days will be converted to sick days at the end of the school year and added to the employee's accrued sick leave.

The Director of Food Services reserves the right to deny the use of a personal day or days if there is insufficient help to operate the cafeteria.

Management must respond within one (1) week, or seven (7) calendar days, of employees' requests as to whether or not a request for personal time is approved.

Employees may be allowed to use personal time in cases of emergency (not illness). Such allowance will not require 48 hours notice.

An employee may submit a request to receive payment for unused personal days in lieu of having them converted to sick days. Cafeteria employees must notify their supervisor of this intent three (3) weeks before the last day of school.

Exception for July 1, 2021: Up to three unused personal days from the 2020-2021 school year may be carried over to the 2021-2022 school year.

ARTICLE VIII- SICK LEAVE

Employees will receive ten sick days per year, at the rate of one day per month, accumulative to one hundred seventy five days.

Sick leave is to be used for one's own personal needs (sickness) or illness of the immediate family or family for which the employee is the designated primary caregiver.

For employees that exhibit a pattern of absences or excessive absenteeism, a doctor's note may be required for any future absences within the current school year.

ARTICLE IX -CANCELLATION OF SCHOOLS/CLOSURE OF FOOD SERVICES

In the event of a school building closure and a “no school day” that will be made up at a later time (such as a Snow Day), cafeteria employees will not be paid at the time of the closure and may use accrued vacation or personal days to have continuity of pay.

If the school building is closed but school is in session and cafeteria employees are assigned either remote or onsite work, cafeteria employees will be paid for hours worked, up to the regularly-scheduled hours.

Cafeteria employees will be paid their regularly-scheduled hours in the event that the employee’s school has a delayed opening or early release due to inclement weather.

ARTICLE X -CATEGORY CHANGES

Agreed, if a cafeteria employee is requested to work in a category higher than the one he/she is normally paid for, then he/she will be compensated at the higher rate beginning with the first day.

Cafeteria employees transferring or being promoted from one job category to another will not necessarily start in the new classification on Step 1 , but rather their replacement will be negotiated equivalent to their experience as an employee of the cafeteria department.

ARTICLE XI -GRIEVANCES

I. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of cafeteria employees. Both parties agree that proceedings will be kept as confidential as possible.

II. Definitions

- A. "Grievance" will mean a claim by a cafeteria employee that there has been a violation, misinterpretation or misapplication of provisions of this agreement.
- B. "Party in Interest" will mean the person or persons making the claim, including their designated representatives as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- C. "Days" will mean working school days.

III. Time Limits

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step will be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest
- B. If a cafeteria employee does not file a grievance in writing within thirty days after she knew of the act or conditions on which the grievance is based, then the grievance will be considered as waived.
- C. Failure by the aggrieved at any level to appeal a grievance to the next level within the specified time limits will be deemed to be acceptance of the decision rendered at that

level.

IV. Informal Procedures

- A. If a cafeteria employee feels that she may have a grievance, she may first discuss the matter with her immediate manager or Director of Food Services in an effort to resolve the problem informally.
- B. If the cafeteria employee is not satisfied with such disposition of the case, she will have the right to have the Cafeteria Association assist her in further efforts to resolve the problem informally with her immediate manager, Director of Food Services, or Director of Business & Finance.
- C. If the Westwood Cafeteria Association approves the grievance, it must be filed with the assistant superintendent within five working days.

V. Formal Procedures

A. Level One -Immediate Supervisor

1. If an aggrieved person is not satisfied with the outcome of informal procedures, or if she has elected not to utilize them, she may present her claim as a formal grievance in writing to the Director of Business & Finance.
2. The Director of Business & Finance will, within five days after receipt of the written grievance, render his decision to the aggrieved person.
3. If the aggrieved person is not satisfied with the decision of her grievance at level one, she may, within three days after the decision, or within eight days after her formal presentation, file her written grievance with the Westwood Cafeteria Association.
4. If the Westwood Cafeteria Association approves the grievance, it must be filed with the assistant superintendent within five working days.

B. Level Two -Superintendent of Schools

1. The superintendent will, within ten days after receipt of formal grievance, meet with the aggrieved person and with representatives of the Westwood Cafeteria Association for the purpose of resolving the grievance.
2. The superintendent will, within three days after the hearing, render his decision in writing to the aggrieved person, with a copy to the president of the Westwood Cafeteria Association.

C. Level Three -School Committee

1. If the aggrieved person is not satisfied with the disposition of her grievance at level two, she may within three days after the hearing, file a grievance again with the Westwood Cafeteria Association for appeal to the Westwood School Committee.
2. The Westwood Cafeteria Association will, within three days after receipt, refer the appeal to the school committee if they so approve.
3. The school committee will, within fifteen days after receipt of the appeal, meet with the aggrieved person and with representatives of the Westwood Cafeteria Association for the purpose of reviewing the grievance.
4. The school committee will, within three days after such meeting, render its decision in writing to the aggrieved person with a copy to the president of the Westwood Cafeteria Association.

D. Level Four- Impartial Arbitration

1. If the aggrieved person is not satisfied with the disposition of her grievance at level three, she may within three days after the decision, or within six days after the school committee meeting, request in writing that her grievance be submitted to arbitration.
2. The chairperson of the Westwood School Committee and the Mass Laborers' District Council will, within ten days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within ten days, the American Arbitration Association will immediately be called upon to select one.
3. The arbitrator selected will confer promptly with the representatives of the school committee and the Westwood Cafeteria Association, review the record of prior hearings, and will hold such further hearings with the aggrieved person and other parties in interest as he will deem requisite, and will render a decision in writing within thirty days.
4. The scheduling of hearings by the arbitrator will occur on weekdays between 4:30 p.m. and 10:00 p.m. except at other times agreed upon by the school committee and the Westwood Cafeteria Association.
5. The Arbitrator's Fee shall be shared equally.

ARTICLE XII- BEREAVEMENT

Bereavement leave shall be granted not to exceed three days without the loss of pay and in addition to any other leave. This applies to death of any immediate or extended family member or upon death of a significant other in which an employee has established a long term or close relationship. Extension may be granted in extenuating circumstances up to two additional days for members in the immediate family when there is great distance to travel or other major problems must be resolved.

ARTICLE XIII -REDUCTION IN FORCE (RIF)

Any reduction in staff of cafeteria employees will be done on the basis of seniority. Seniority will be considered to mean current period of employment only, uninterrupted and satisfactory evaluation within their job category.

Cafeteria employees rified as a result of declining enrollment will be recalled for a period of one year in reverse order of layoff and will be rehired at the same step they were on when laid off. Recall letters shall be sent by certified letter.

The rights of a laid off employee under this Section shall be further subject to the following conditions

1. That such employee at the time of such application is qualified for such position.
2. That the employee is available to return to the position within 21 days (or such longer time as the

School Department may allow) after notice of acceptance for the position is mailed *to* the School Department. The School Department shall notify a laid off employee of any vacancies in bargaining unit positions that arise after his/her date of layoff. A laid off employee who has the rights under this section shall keep the School Department's Human Resources Office informed of his/her current mailing address and telephone number. This Section shall apply to an employee for up to 12 months from his/her date of layoff. Employees who are recalled shall be considered as having the same seniority he/she would have had if he/she had not been laid off. Employees upon reinstatement shall have all if his/her unused sick time restored upon return. Accrual rates will include all previous years of service.

3. Employees who have not kept the School Department's Human Resources Office informed of his/her current mailing address or phone number shall forfeit their rights under this provision.

ARTICLE XIV -HOLIDAYS

The following are paid holidays for all cafeteria employees:

Labor Day**
Columbus Day
Rosh Hashanah*
Yom Kippur*
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Day
Good Friday
Memorial Day

*This is only a paid holiday when the day is scheduled on the school calendar as a school holiday. If the day falls on a non-school day there will be no compensation holiday pay.

** If school is closed Labor Day will be a paid holiday only in those years that school starts before that date. If a school cafeteria employee returns to work for at least one (1) day the week before the Labor Day Celebration, he/she shall receive pay for the holiday.

Professional Development

Membership dues to approved organizations, course work that is job related, seminars, or any other activity that is determined to be professional development by the Director of Food Services may be reimbursed. The Director of Food Services will approve/disapprove requests based on the needs of the department. Employees must submit their request in writing to the Director of Food Services prior to the activity for approval.

The approval or disapproval of an activity for reimbursement is on a case by case basis and in no way sets a precedent for future considerations.

ARTICLE XV -OPENINGS

All cafeteria openings will be made available to those cafeteria employees in the Westwood Public Schools, if qualified, and finally to outside applicants. All vacancies shall be posted for seven days each school.

Westwood Public Schools shall endeavor to fill vacant/open positions within 30 days of the initial posting.

The selection of employees for openings will be based on evaluations.

All in-house applicants shall be notified in writing as to whether or not they were awarded the vacant position within 30 days.

All new employees will be required to complete a trial period of 90 school days. Personal, sick, and holiday leave will be accrued monthly on a pro-rata basis during this trial period.

ARTICLE XVI- RESIGNATIONS

All cafeteria employees must give a two week written notice of their intent to resign or retire.

ARTICLE XVII -RETIRING INCREMENT

All cafeteria personnel who have worked for the Westwood Public Schools for a minimum of fifteen school years will be granted a special retirement increment upon filing with the Retirement Board based upon their accumulated sick leave as follows:

Sick leave times \$45.00 per day up to a maximum of \$6,750.

The pay will be issued as a lump sum payment at the time of separation.

ARTICLE XVIII -UNIFORM ALLOWANCE

The Food Service Department of the Westwood Public Schools shall supply each employee with: Five (5) slacks, five (5) shirts, two (2) visors or baseball caps, two (2) sweatshirts upon request and five (5) aprons with bib, each year or as needed. In addition cooks shall receive one (1) chef's coat.

Shoe allowance: \$150.00 a year

ARTICLE XIX -PAID VACATIONS

Employees will receive 1 (one) paid vacation week after completing 5 years of service. Employees will receive 3 (three) paid vacation weeks after completing 10 years of service.

All vacations shall be taken when school is not in session.

ARTICLE XX -LEAVE OF ABSENCE

Six months with a guarantee that the job will be theirs when they return including the same rate of pay before their leave. This is not sick leave -it is for personal reasons, maternity, etc.

ARTICLE XXI- SPECIAL RATE

When a kitchen is being used there is to be an employee of the cafeteria present.

A special rate will be figured at time and one half per hour Monday through Saturday and double time on holidays and Sundays. This rate will be paid to employees who volunteer for functions that are not contiguous with the regular school day.

ARTICLE XXII- DUES AND FEES DEDUCTIONS

As sole collective bargaining agent for the employees described above, the Union agrees to offer Union membership to all persons covered by this Agreement upon a tender by any such persons of such uniform and non-excessive dues and initiation fees as are required by the Union. Continued membership in the Union shall be subject to such rules and regulations, by-laws, and constitutions as are uniformly applied by the Union to all its members. Westwood Public Schools will advise the Union in writing of the name and classification of each new employee.

Upon receipt by Westwood Public Schools of a signed voluntary authorization by an employee, Westwood Public Schools agrees to deduct the initiation fee (if any) and monthly Union membership dues from the wages of said employee and remit the aggregate amount to the treasurer of the Union along with a list of employees from whose pay said dues have been deducted.

Such remittance shall be made by the tenth (10th) of the succeeding month.

An authorization may be revoked by an employee by sending a signed written notice thereof to the Payroll Coordinator of the Westwood Public Schools. Said revocation shall take effect thirty (30) days after the receipt thereof by the Payroll Coordinator of the Westwood Public Schools. Westwood Public Schools shall send a copy of the revocation to the Union.

The following authorization of dues form shall be used for Union dues and initiation fees:

AUTHORIZATION FOR PAYROLL DEDUCTION

By _____
Last Name First Name Middle Name

To _____
Employer

Effective Date _____

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee and, once each month, an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union.

This authorization shall continue for a period of one year from the date hereof, and shall be automatically renewed for successive periods of one year unless written notice of revocation is given by the employee to the employer in writing, upon the receipt whereof this authorization shall expire thirty (30) days thereafter.

Signed _____

Date _____

Address _____

The union agrees to hold Westwood Public Schools harmless from any liability arising from the operation of this article.

ARTICLE XXIII -OVERTIME

Overtime opportunities shall be offered on a rotating basis based on skill level and then seniority. Employees who are interested in overtime opportunities will need to complete training for the specific skill level needed.. If an employee refuses, the Director of Food Services shall offer the overtime to the next person in the rotation. The Director of Food Services may be permitted to make exceptions, if the Director determines that a function may require a specific expertise (i.e. cooking), otherwise all overtime shall be equally distributed. Hours refused shall be considered hours worked.

ARTICLE XXIV - SUBSTITUTES

Substitutes: If a substitute works 1440 hours of continuous service, is in good standing, and has passed a certification test for sanitation (Serve Safe), they shall be offered the position at 20 hours or more per week and shall be entitled to all relief of the contract.

ARTICLE XXV - CERTIFICATIONS

All full time employees (4 hours or more) must be certified to be a safe food handler by the National Restaurant Association within the first ninety days of employment. An employee may be required to pay for the course and to complete it outside of the work day.

Staff must also complete courses and receive certification in CPR and Allergen Awareness within 180 days of employment.

ARTICLE XXVI - SUMMER HOURS

Summer hours will be based on the needs of the department as determined by the Director of Food Services. General Workers and Cooks hired after July 1, 2008 may be required to work summer hours.

Management will first consider current full time employees for summer employment but reserves the right to deny summer hours based on skill level, experience, or departmental needs.

In order to receive one sick day per month and holiday pay during the summer employees must work at least 15 days each month for July and August.

A summer differential of \$1.50 per hour will be given to members of this contract commencing after the normal school year and ending when employees would normally be scheduled back for the start of the new school year.

ARTICLE XXVII - MILEAGE REIMBURSEMENT

Employees traveling between buildings will be reimbursed for mileage based on the current reimbursement rate set forth by the town of Westwood. Employees must submit their reimbursements on the proper form once a month to the Director of Food Services.

ARTICLE XXVIII - REFERRAL INCENTIVE

If a current employee refers someone to Food Services for an open position and the person is hired and works for a period of 10 months then that employee will receive \$300.