



**AGREEMENT BETWEEN WESTWOOD SCHOOL COMMITTEE**  
**AND WESTWOOD CAFETERIA EMPLOYEES**  
**MASSACHUSETTS LABORERS DISTRICT COUNCIL LOCAL 138**

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 September 1, 2023, for a three year period, lasting through August 31, 2026.

The start date of this agreement is September 1 in order to signal alignment with the school year calendar. However, the start of the school year may occur slightly before or after September 1, in accordance with the calendar established by the School Committee. It is agreed that a contract year will always begin one week (5 work days) prior to the start of the school year.

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Tony Mullin, Chair, Westwood School Committee

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Nelson Carniero, Field Representative, Massachusetts Laborers' District Council

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Zalina McGuire, 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 September 1, 2023 through August 31, 2024**

All employees will be placed on the new scale on the step that allows for no less than a 3% increase from his/her current step.

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Lead Cook	\$19.01	\$20.19	\$20.97	\$22.13	\$23.26	\$24.66
Cooks	\$18.38	\$19.54	\$20.31	\$21.11	\$21.85	\$22.61
General	\$17.41	\$18.57	\$19.36	\$20.12	\$20.82	\$21.55

**Salary, Effective September 1, 2024 through August 31, 2025**

2.5% COLA						
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6

Lead Cook	\$19.49	\$20.69	\$21.49	\$22.68	\$23.84	\$25.28
Cooks	\$18.84	\$20.03	\$20.82	\$21.64	\$22.40	\$23.18
General	\$17.85	\$19.03	\$19.84	\$20.62	\$21.34	\$22.09

**Salary, Effective September 1, 2025 through August 31, 2026**

<b>2.5% COLA</b>						
<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Lead Cook	\$19.98	\$21.21	\$22.03	\$23.25	\$24.44	\$25.91
Cooks	\$19.31	\$20.53	\$21.34	\$22.18	\$22.96	\$23.76
General	\$18.30	\$19.51	\$20.34	\$21.14	\$21.87	\$22.64

**Longevity:**

Employees hired on or after January 1, 2020 will not be eligible for longevity pay. All employees hired before January 1, 2020 will be entitled to longevity pay as follows:

Category	Annualized	Hourly
Entering 10th year of service	\$770.00	\$1.00
Entering 15th year of service	\$890.00	\$1.15
Entering 20th year of service	\$1,000.00	\$1.30

All employees hired prior to September 1, 2000 will be entitled to longevity pay of \$2.10 per hour.

Longevity will be paid as a component of the individual's hourly rate. The annualized figure is provided only for reference purposes.

**Annual Step Increase:**

All employees below Step 6 will be eligible to receive a step increase on September 1, provided that the employee has completed a full year of service at the prior step and has received a satisfactory overall end of year evaluation, ie. meets or exceeds performance standards. If an employee does not meet performance standards consistently, management will determine whether this has occurred on

consecutive evaluations in determining whether a step increase is appropriate.

## **ARTICLE VI -WORK DAY AND YEAR**

All cafeteria employees, cooks, and general kitchen employees will be employed on a 182-day schedule. Said 182 days will coincide with the days that school is in session, 1 day before the first day of school for students, and 1 day after the last day of school for students.

The regular workweek shall be Monday through Friday inclusive.

Full time employees shall receive benefitted time off in accordance with the hours scheduled.

Lead Cook: 7 hour work day

Cook: 6 hour work day

General (full time): 4 hour work day

General (part time): As needed

If all elementary schools have a reduction in hours on short Wednesdays, all present elementary cafeteria workers who are on the payroll by September 2003 will be reassigned to the High School cafeteria so they will have no loss in hours or pay.

An employee may request to work a Full Day Professional Development day that is outside of their work year 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.

### **ARTICLE VIII- SICK LEAVE**

Employees will receive ten (10) sick days per year, accumulative to one hundred seventy five (175) days.

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

Sick leave is not to be used as a substitute for a vacation or personal day. Employees are expected to make non-emergency medical and dental appointments outside of normal working hours. In exceptional situations, management may allow the use of sick leave for medical appointments that could only be reasonably scheduled during working hours. Exceptions may be granted with the following conditions:

1. The employee shall give at least 48 hours notice
2. For shifts of 6 hours or more, the employee shall work a partial shift if possible (for example, before and/or after the appointment as appropriate) and only use a half sick day
3. A signed note from the medical provider shall be submitted after the appointment

Requests for sick time under provision shall not be unreasonably denied.

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 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 dale 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**

For the purposes of this article, the work year is defined as the first day of the school year cycle that employees report to work until the last day of the school year cycle that they report to work.

All employees will be paid for the following school holidays:

**Columbus Day**  
**Veterans Day**  
**Thanksgiving Day**  
**Day after Thanksgiving**  
**Martin Luther King Day**  
**Good Friday**  
**Memorial Day**

For the holidays listed below, employees will be paid their regular hours accordance with the terms described in this article:

**Labor Day:** When the work year commences before the holiday.

**Yom Kippur:** This will be a paid holiday when it falls during the work week and is scheduled as a holiday on the school calendar.

**Rosh Hashanah:** This will be a paid holiday when it falls during the work week and is scheduled as a holiday on the school calendar.

**1/2 Day before Thanksgiving:** Employees will be paid their regular hours for working on the early release day before Thanksgiving. Employees who take the day as a personal or sick day must use a full personal or sick day.

**Christmas Eve:** If it is a work day, employees will be paid their regular hours, regardless of the length of the work day. In this circumstance, employees who take the day as a personal or sick day must use a full personal or sick day.

**Juneteenth:** This will be a paid holiday when it falls during the work week and is scheduled as a holiday on the school calendar.

## **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.

Shoe allowance: \$185.00 a year

Employees are to wear non-skid, closed protective footwear during the work day.

#### **ARTICLE XIX -PAID VACATIONS**

Employees will receive two (2) paid vacation days after completion of the trial period.

Employees who are entering their fifth (5th) year of service will receive seven (7) paid vacation days.

Employees who are entering their tenth (10th) year of service will receive twelve (12) paid vacation days.

Employees who are entering their fifteenth (15th) year of service will receive seventeen (17) paid vacation days.

The intent of paid vacation days is to ensure continuity of pay during school vacation weeks (December, February, April) or other school closures (ex. unanticipated weather-related closure that will be made up on another date). Employees shall be credited with vacation days during the first week in September. Vacation day pay can only be requested on weekdays when school is not in session.

It is the responsibility of employees to use vacation days during the vacation weeks (December, February, April) prior to the last day of the work year, and not leave unused balances. Employees who are entering their fifteenth year of service who were unable to use all vacation days prior to the end of the school year may request up to 2 days of vacation pay immediately at the end of the school year. Unused vacation days do not carry over from year to year. Any unused vacation days after the final payroll of a school year will be forfeited.

#### **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.

#### **ARTICLE XXIV - EVALUATIONS**

## **Purpose**

It is agreed by the Massachusetts Laborer's District Council Local Labor 138 and the School Committee that the Westwood Public Schools are committed to student health and well-being by offering safe and nutritious meals during the school day and prioritizing the student experience.

To that end, regular evaluation of the performance of all employees will be completed in accordance with the goals of the school district and accepted industry standards, as well as all relevant state and federal laws and regulations.

Evaluation forms shall be agreed upon by the union and the administration. The form to be used is hereby incorporated into this agreement by reference.

## **Definitions**

"Primary Evaluators" shall be: Director of Food Service. "Secondary Evaluators" shall be: Principal, Assistant Principal, or other school administration.

"Primary Evaluator" will be the individual assigned to observe and document performance, write up the evaluation report and conduct an evaluation meeting with the employee.

"Secondary Evaluator" may be any evaluator who directly observes an employee's performance. This individual may provide verbal feedback to the employee and share information with the primary evaluator that will be incorporated into the written evaluation. Secondary evaluators shall co-sign any evaluation to which they contribute. They may also attend an evaluation meeting.

These definitions of Primary Evaluator and Secondary Evaluator do not preclude districtwide administrators (ex. Director of Finance or Superintendent) from participation in any personnel matters.

"Performance standards" are the specific categories of performance subject to the evaluation process.

Administrators serving as evaluators are responsible for ensuring a safe and healthy physical environment as well as a positive work environment. In order to achieve this, they will monitor and assess employee performance, providing feedback on an ongoing basis.

## **Process**

All members of the Westwood Cafeteria Employees shall be evaluated in writing on an annual basis, by July 1 of the year. The evaluation shall include both ratings and a written summary of any particular strengths or areas of concern.

Evaluations shall be based on documented observations of performance. A Primary Evaluator may

consider the documented observations of a Secondary Evaluator when determining a rating.

New employees will also have an initial evaluation completed at the end of the trial period.

Any employee who either:

- fails to meet performance standards on an evaluation or
- does not consistently meet performance standards for two evaluations in a row

will be placed on a six month Performance Improvement Plan with specific improvement targets. If retraining is required, the schedule and plan for retraining will be indicated in the Performance Improvement Plan. At the end of the six month Performance Improvement Plan period, the employee will be re-evaluated to determine if the targets for improvement have been met. If improvement targets are not met, the employee will be dismissed.