

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this   2nd   day of   October  , 2020 by and between the **Westwood School Committee** and the **Massachusetts Laborer's District Council, Local 138 representing Westwood Schools Cafeteria Employees**. The purpose of this Memorandum of Agreement is to address and mitigate the impact of a layoff and reduction in hours of employment brought upon the COVID -19 Pandemic during the 2020-2021 School Year. The Collective Bargaining Agreement shall remain in full force and effect except as specified below.

NOW THEREFORE, the parties, having bargained the impact of COVID-19, pursuant to Chapter 150E of the General Laws, do hereby agree to the following:

### 1. Extension to Recall Rights

The parties agree to extend the recall rights as specified under Article XIII, Section 3(b) of the Collective Bargaining Agreement from 12 months to 18 months from his/her date of layoff. This extension shall not modify or negate any other obligation or right afforded under this Article or Section(s). The parties further agree that the purpose of this extension is to accommodate those employees whose positions were eliminated due to the impact COVID-19 has had on The Westwood Public Schools District and the Westwood Food Service Department. Therefore, this extension shall be effective for 18 (eighteen) months from September 2, 2020 and shall expire and revert back to 12 (twelve) months on March 2, 2022 or when the affected employees are recalled to their former positions, whichever happens first.

The parties agree that employees who apply for and are accepted into other positions within the Westwood Public School System, outside of the Food Service Department, shall not forfeit their recall rights under Article XIII for the period between September 2, 2020 and March 2, 2022.

### 2. Payout of Vacation and Personal Days to Laid Off Employees

At this time, the parties are in disagreement on whether or not any vacation time afforded under Article XX of the Collective Bargaining Agreement is subject to M.G.L ch. 149 s. 148 (Wage Act).

Nevertheless, the Westwood Schools agrees to, upon signing of this agreement, pay out all anticipated vacation time to laid off employees who would have been entitled to vacation for the 2020-2021 school year.

This will constitute the full and final payment of vacation to any laid off employees for the 2020-2021 school year. If any employee who receives this anticipated vacation payout is recalled during the 2020-2021 school year, the employee will not be entitled to any payment of vacation for the 2020-2021 school year. If an employee who receives this anticipated vacation payout is recalled during the 2021-2022 school year, the employee will receive an amount of vacation that is determined based on the terms of the Collective Bargaining Agreement and prorated based on the date of the recall.

This decision to pay out anticipated vacation time is understood to be without prejudice or precedent and as such will not be taken as representing an established agreement in the case of future contract negotiation.

The parties agree that the furnishing of the consideration for agreements under this section shall not be deemed or construed at any time for any purpose as an admission by the Parties of any liability or unlawful conduct of any kind under any statute and that nothing contained herein shall be construed or interpreted to render either party a prevailing party for any reason.

The parties also agree that Westwood Schools will pay out the personal days from the 2019-2020 school year to any staff who did not take them in the 2019-2020 school year and who were laid off.

### 3. Additional Cleaning Duties

During the 2020-2021 school year and due to the COVID-19 pandemic, Cafeteria workers who initially had their hours reduced to 16 (sixteen) hours per week will be provided an opportunity to work up to 4 (four) additional hours per week to clean and disinfect furniture, countertops, railings, door handles, and other similar surfaces in school buildings (hereafter called "Additional Cleaning Duties"). The employer will integrate these Additional Cleaning Duties into the standard work week, so that they increase the work week to 20 (twenty) hours and enable employees to remain benefit eligible.

At the time that this opportunity is extended, the parties agree that individual workers shall be paid at their current Cafeteria rate of pay when conducting these Additional Cleaning Duties. These Additional Cleaning Duties will not be subject to the Special Rate in Article XXII if they are not contiguous with the regular school day. The workers will remain members of the Cafeteria Employees bargaining unit when working these hours. The employer will determine the schedule of Additional Cleaning Duties based on the needs of the Westwood Schools and retain all Rights of Management as specified in Article III with respect to these duties.

Workers who decline Additional Cleaning Duties that increase their hours from 16 (sixteen) to 20 (twenty) will no longer be eligible for benefits within the Collective Bargaining Agreement including but not limited to: vacation (if originally applicable), paid holidays, perfect attendance, annual step increase, or longevity payments at the regular rate of payment on the same date that they cease to be eligible for Health Benefits through the Town of Westwood. Instead, employees who decline Additional Cleaning Duties and who are working 16 (sixteen) hours per week will receive 2 personal days and 8 sick days.

IN CLOSING,

Both parties understand and acknowledge that the circumstances brought upon by the COVID-19 pandemic are fluid and ever-changing, the parties agree to maintain an open dialogue and agree

to bargain in good faith any further changes in working conditions as events unfold, including but not limited to amendments or revisions to this agreement.

The parties agree that the terms and conditions of this agreement will be subject to the grievance and arbitration procedure outlined under Article XI Grievances of the Collective Bargaining Agreement.

This Agreement shall not constitute a precedent for any pending or future matters between the Westwood Public Schools and the Union. It shall not be introduced into any forum, by any party for any purpose whatsoever, except for the enforcement of its terms.

*The Parties agree that signatures by electronic signature are acceptable originals.*

Signed by the duly authorized bargaining representative on the dates set forth below:

Westwood School Committee

Massachusetts Laborers District Council  
On Behalf of Local 138 of the Laborers  
International Union of North America

DocuSigned by:  
*Carol Lewis*  
51A6C09B897C4EB...

Carol Lewis

Date 10/13/2020

DocuSigned by:  
*Nelson Carneiro*  
CF5B73DB10FC410...

Nelson Carneiro

Date 10/2/2020