

**AGREEMENT BETWEEN
THE
TEWKSBURY SCHOOL COMMITTEE
AND
FOOD SERVICE ASSOCIATION**

JULY 1, 2015 – JUNE 30, 2018

Personnel Policies Governing School Cafeteria Employees Tewksbury Public Schools

AGREEMENT

This Agreement entered into this 13th day May of 2015, between the School Committee of the Town of Tewksbury, Massachusetts hereinafter referred to as the "Committee" and the Tewksbury Food Service Association, hereinafter referred to as the "Association".

ARTICLE I INTENT AND PURPOSE

The general intent and purpose of this Agreement is in the mutual interests of the Town and the Association, to provide for the operation of our buildings under methods which will further to the fullest extent possible the safety, welfare and health of the school children of the Town of Tewksbury under conditions which will insure uniformity of conditions of employment, economy of operation, quality and quantity of performance.

By the consummation of this Agreement, the parties seek to continue and promote harmonious relations and mutual cooperation between the Committee and the Association; to formulate work rules to govern the relationship; to insure the uninterrupted operation of the facilities; to set forth the agreement of the parties with respect to rates of pay, hours of work and conditions of employment under which members represented by the Association perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the educational system of the Town of Tewksbury. In seeking to achieve these goals, the parties acknowledge that the Committee has and must retain complete authority over the policies and administration of the schools, which it exercises under law, except as expressly modified by a specific provision of this Agreement.

ARTICLE II CONTINUITY OF EMPLOYMENT

SECTION 1. The Association agrees that no association member shall engage in, induce or encourage any strike (whether sympathetic, general or any other kind), walkout, work stoppage, sit-down, slowdown, withholding of services, boycott (whether primary or secondary), demonstration at the Committee's premises, or any other direct or indirect interference, concerted or otherwise, with the Committee's operations. The Committee agrees not to conduct a lockout.

ARTICLE III WORK SCHEDULE

All full-time association members will work 182 days and have nine (9) paid holidays. This will result in being paid for 191 days.

Cafeteria employees shall be entitled to two ten (10) minute rest periods per day scheduled by the Manager.

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ARTICLE IV **MANAGER**

The Managers at the following three (3) schools shall be paid a differential of \$300.00: Tewksbury Memorial High School, John F. Wynn Middle School, and John F. Ryan Elementary School. The full-time association members at the following four (4) schools shall be paid a differential of \$200.00: Dewing Elementary School, Heath Brook Elementary School, North Street Elementary School and the Trahan Elementary School. All differentials will be divided between 21 paychecks.

ARTICLE V **VACANCIES AND TRANSFERS**

SECTION 1. Posting. Whenever a position covered by this Agreement becomes vacant and the Committee decides to fill a vacancy, notice of said vacancy shall be posted in each kitchen area of the cafeteria. Such notice shall remain posted for ten (10) workdays during which interested association members may apply in writing.

In filling vacancies or making transfers, due consideration will be given to the employees length of service with the system. Any decision to fill a vacancy or to transfer an employee from one building to another will be for the purpose of promoting efficiency within the school cafeteria program. The final decision for filling vacancies or making transfers rests with the Director of Food Services.

If an employee is to be transferred to another school at the completion of the school year, every attempt will be made by the Director of Food Services to notify the individual, in writing, prior to August 1st.

All incoming full-time Managers hired must be ServSafe and Allergy Awareness Certified.

ARTICLE VI **EVALUATIONS**

The Committee and the Association agree that evaluations will be performed annually on all association members. The managers are responsible for evaluating their own staff and the results are submitted to the Director of Food Services.

ARTICLE VII **HEALTH, SAFETY and SECURITY**

The health, safety and security of all students and staff are essential elements in the creation of an atmosphere in which effective instruction and learning can occur.

SECTION 1. To that end all staff will wear identification badges or cards (including temporary cards if permanent cards are misplaced or forgotten) issued by the Committee when on school

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grounds or in school buildings. The administration shall maintain an ample supply of replacement badges. Any Food Service Employee who misplaces or forgets the badge may obtain a replacement badge in the office. Employees who consistently fail to wear or display a badge will be referred to the Superintendent for review and corrective action if necessary.

ARTICLE VIII **CLOTHING ALLOWANCE**

A one-time clothing allowance of \$200.00 will be given to all association members. The Food Service Director will provide shirts to all association members. The clothing allowance will be paid as a yearly stipend the first pay period of August.

ARTICLE IX **HOLIDAYS**

SECTION 1. The following days shall be considered to be paid holidays, provided they fall within the regularly scheduled workweek:

New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
*Christmas Day

*This is a firm Holiday and is not subject to the exception noted above.

SECTION 2. Should Veterans' Day fall on a Saturday, the Holiday shall be celebrated on the preceding Friday. Should Veterans' Day fall on a Sunday, the Holiday shall be celebrated on the following Monday. Should the Friday or Monday be a school day, the employee shall get a compensatory day. A request for a compensatory day should be submitted, in writing, one (1) week in advance and is subject to management approval. If the Compensation Day is not used in the year it is earned, an additional days pay will be included in the employees' last paycheck in June.

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**ARTICLE X
LONGEVITY**

A longevity increment, in accordance with the following schedule, will be granted to each full-time association member completing ten (10), fifteen (15) and twenty (20) years in the Tewksbury Public Schools. The Longevity increment will be granted annually to each full-time association member and added to his or her base salary.

Years 11-15	\$1,000.00
Years 16-20	\$1,100.00
Years 21-25	\$1,250.00
Years 25+	\$1,500.00

**ARTICLE XI
BEREAVEMENT LEAVE**

In the event of a death in the immediate family (spouse, father, mother, sister, child, brother, grandparents, or grandparents of spouse, father-in-law, mother-in-law) the association member will be granted leave with pay in the amount of four (4) work days and such leave shall not be charged to sick leave or vacation leave. Three (3) additional days may be taken and shall be deducted from accumulated sick leave.

Two (2) days leave shall be allowed in the event of the death of other close relatives (aunt, uncle, niece, nephew, sister-in-law, and brother-in-law).

**ARTICLE XII
PERSONAL LEAVE**

Association members may be granted up to two (2) days personal leave without loss of pay for personal matters upon approval of the Director of Food Services or the Business Manager. Such requests shall be made forty-eight (48) hours in advance, except in emergency situations.

**ARTICLE XIII
SICK LEAVE**

SECTION 1. Each association member shall be credited with 1¼ days, rounded off to thirteen (13) annually, allowed for each month in the contract period of any single school year for illness of the worker, spouse, or children. Sick leave shall be allowed to accumulate from year to year with no maximum limit.

Absence for high religious holidays may be granted upon approval from the Office of the Superintendent of Schools.

A doctor's certificate shall be required for absence of five (5) or more consecutive days.

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SECTION 2. Sick leave shall accrue as follows:

- a. The total annual allowance at the beginning of the annual contract year.
- b. Personnel beginning after contract year has started shall start with the number of sick days equal to one and one quarter day for each month remaining in the contract year.
- c. Persons leaving prior to close of contract year shall have earned one and one quarter sick days leave for each month worked. Deductions in salary shall be made for each sick day used in excess of the number earned.

SECTION 3. Any full-time general employee, manager or cook hired prior to July 1, 2015, that is covered by this agreement, who has served the Tewksbury Public Schools with a minimum of fifteen (15) years of continuous service and who is at least fifty-five (55) years of age at the time of retirement shall be allowed thirty percent (30%) of unused accumulated sick leave to be paid at the time of retirement at the employees' basic rate of pay.

SECTION 4. During any period of injury or absence under the provisions of the Article which includes a period of sixty (60) days, any employee covered by this agreement shall not accrue any further sick leave and/or holiday pay benefits until the employee returns to work and has worked his/her work schedule through the last day of the month in which he/she returned to work.

ARTICLE XIV PROFESSIONAL DEVELOPMENT

New and current Managers must receive at least twelve (12) hours of professional development, annually. New and current Frontline Staff must receive at least eight (8) hours of professional development, annually.

ARTICLE XV RETIREMENT COMPENSATION

In order to reward long service to the children of Tewksbury through its Public Schools, the Tewksbury School Committee has instituted this plan for Retirement Compensation.

SECTION 1. Yearly retirement compensation shall be paid for each of the last two years before retirement.

SECTION 2. To be eligible for this increase, a bargaining unit member covered by this Agreement shall have served in the Tewksbury Public Schools for a minimum of twenty (20) years and shall be at least fifty-five (55) years of age at the time of retirement. For an association member retiring at seventy (70) years of age, the minimum number of years of service shall be fifteen (15).

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SECTION 3. The basic yearly retirement compensation shall be as follows:

<u>Years of Service</u>	<u>Managers-Cooks & General Employees</u>
20	\$450
21	\$460
22	\$470
25	\$500
30	\$550
35	\$600
40	\$650

SECTION 4. An employee planning to participate in this program shall notify the Superintendent of Schools in writing not less than three (3) years prior to the date of retiring in order that funds for the retirement compensation may be included in the Appropriation Request. The first day of the month of the first year the compensation is to be paid, the employee shall sign an "Intention to Retire" which shall set forth the anticipated date of retirement and which shall contain a predated resignation effective at the close of the second year. An employee who has received the allowance shall not be permitted to continue service in Tewksbury beyond the date specified unless mutually agreed upon, in which event no further retirement compensation shall be paid.

SECTION 5. An employee who would otherwise be eligible for retirement compensation but who is unable to give the timely notice required above to the Superintendent of Schools due to circumstances of hardship, such as forced retirement for health reasons, may petition the School Committee for such retirement compensation.

ARTICLE XVI
CORI CHECKS

SECTION 1. In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools, a Central Office Employee or a Central Office Administrator shall request and review CORI checks. Such checks shall take place not more than once every three (3) years unless allegations of employee misconduct made by law enforcement agencies or courts warrant additional CORI checks. Additionally, the Superintendent may determine to conduct CORI checks on one-third (1/3) of the staff each year or some other portion of the staff as is convenient.

SECTION 2. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Employees shall be made aware that, upon request, they shall be provided with a copy of the CORI report received by the Superintendent.

SECTION 3. All CORI checks shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon retirement or termination of his/her employment an employee may request in writing that he/she be given his/her reports. Such reports shall be provided to the employee within ten (10) days of the request.

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SECTION 4. After review of a CORI report, the Superintendent, if he/she deems it necessary, may meet with the employee who may at such meeting be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts.

SECTION 5. In compliance with the provisions of Chapter 77 of the Acts of 2013, "An Act Relative to Background Checks", all school employees that work directly with students, are required to comply with a fingerprint-based state and national criminal record check. Unlike state CORI checks that have no associated fee, individuals will pay a fee to comply with this requirement of \$35.00 for non-licensed employees and \$55.00 for DESE Licensed Professionals (including those with pending applications/licenses). Following is the link to register. <http://www.indentogo.com/FP/Massachusetts.aspx>

**ARTICLE XVII
DURATION**

SECTION 1. Effective Date. The signing of this Agreement by the authorized representatives of the Association and the Employer shall constitute the effective date of this Agreement. The salary schedule attached hereto as Appendix A and Appendix B, shall become fully effective July 1, 2015.

SECTION 2. This Agreement shall become effective as of the date of execution hereof and shall continue in full force and effect until June 30, 2018.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 13th day of May, 2015.

**ARTICLE XVIII
LIMITATION OF LIABILITY**

In the event that any part of provisions of the Policy, or any arbitration award or decision made hereunder, is in conflict with any applicable law, ordinance, or by-law, such law, ordinance or by-law prevails so long as such conflict remains.

TEWKSBURY SCHOOL COMMITTEE

TEWKSBURY CAFETERIA ASSOCIATION

By:

By:

Friston Polomoni

[Signature]

[Signature]

Laura J. Sullivan
Carol Lennow

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APPENDIX A

HOURLY SALARY SCHEDULE/GENERAL CAFETERIA EMPLOYEES

HOURLY SALARY SCHEDULE/GENERAL CAFETERIA EMPLOYEES							
SALARY SCHEDULE EFFECTIVE JULY 1, 2015 – (2.5%)							
STEP	1	2	3	4	5	6	7
	\$11.19	\$11.48	\$11.81	\$12.21	\$12.63	\$13.19	\$14.05
SALARY SCHEDULE EFFECTIVE JULY 1, 2016 – (2.5%)							
STEP	1	2	3	4	5	6	7
	\$11.47	\$11.77	\$12.11	\$12.52	\$12.95	\$13.52	\$14.40
SALARY SCHEDULE EFFECTIVE JULY 1, 2017 – (2.5%)							
STEP	1	2	3	4	5	6	7
	\$11.76	\$12.06	\$12.41	\$12.83	\$13.27	\$13.86	\$14.76

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APPENDIX B

HOURLY SALARY SCHEDULE/FULL-TIME MANAGER-COOKS/SITE MANAGER

HOURLY SALARY SCHEDULE/FT MANAGER/COOK/SITE MANAGER							
SALARY SCHEDULE EFFECTIVE JULY 1, 2015 – (2.5%)							
STEP	1	2	3	4	5	6	
	\$14.75	\$15.53	\$16.02	\$16.58	\$17.25	\$17.59	
SALARY SCHEDULE EFFECTIVE JULY 1, 2016 – (2.5%)							
STEP	1	2	3	4	5	6	
	\$15.12	\$15.92	\$16.42	\$16.99	\$17.68	\$18.03	
SALARY SCHEDULE EFFECTIVE JULY 1, 2017 – (2.5%)							
STEP	1	2	3	4	5	6	
	\$15.50	\$16.32	\$16.83	\$17.41	\$18.12	\$18.48	