

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

JULY 1, 2021 – JUNE 30, 2024

AGREEMENT

This Agreement entered into this 8th day of June, 2022, 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". Association members shall include all full time and permanent part-time employees.

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**

For fiscal year 2022 (August 2021 through June 2022) all full time association members will work 182 days and have ten (10) paid holidays. This will result in full time employees being paid for 192 days.

Beginning in FY23 (August 2022) all full-time association members will work 184 days and have ten (10) paid holidays. The schedule will consist of: 180 school days, 2 days before school starts, 1 scheduled Professional Development Day, and 1 day after the last day of school. This will result in full time employees being paid for 194 days.

Permanent Part time association members may work 184 days as scheduled and will be paid on an hourly basis.

Full time (5.5 hour) association members shall be entitled to one fifteen (15) minute rest period per day, scheduled by the Manager.

Half days in the district are still considered full days for the Food Services Department and are included in the 184 contract days for all staff association members. A modified early release schedule will be established for the following half days: day before Thanksgiving, the day before February Vacation, the day before April Vacation and the day before Memorial Day weekend, with no loss of pay for members. This schedule will be established by the Managers at each school with approval of the Director of Food and Nutrition Services.

School hours of operation may change based on meal times and will be determined by Director of Food and Nutritional Services.

DELAYED OPENINGS AND EARLY DISMISSAL

DELAYED OPENINGS: Recognizing that meals will still be served on a delayed opening day, and these events may impact bargaining unit members differently, bargaining unit members shall make every effort to cooperate and communicate with co-workers and the Food Services Director. Members should make every effort to report to work at a time which allows for appropriate meal preparation for the day.

EARLY DISMISSAL: In the event bargaining unit members are to be dismissed during the day due to weather or emergency conditions, this will be accomplished only on a uniform basis throughout the system by the Director of Food and Nutrition Services or the Business Manager or his/her designee.

ARTICLE IV ADDITIONAL STIPENDS

The Managers at ALL schools will be paid a differential stipend of \$4000. Head Cooks will be paid a differential stipend of \$2000. Manager's duties will be assigned per the Manager's Job Description and all other duties as assigned by the Food Services Director. 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.

Voluntary Transfers

Employees desiring a transfer will submit a written request to the Director of Food and Nutrition Services stating the assignment preferred and reason(s) for the transfer. Such requests should be made as early as possible and normally between September 1 and June 30 of each year of school to be considered for the next school year. All requests will be acknowledged in writing. Unaccommodated requests must be renewed each year.

These requests for transfer shall be handled on the basis of the needs of the District and the qualifications of the individual involved. Requests for transfers shall be considered before interviewing outside candidates.

While it is recognized that positions must be filled promptly, the administration will make efforts to acquaint the staff with known vacancies so that appropriate requests for transfers may be filled.

Involuntary transfers:

If an employee needs to be transferred to another school based on the needs of the District or the Food Services Department, every effort will be made to notify the employee(s) as soon as possible. Management's rationale for the transfer may be shared with the employee, unless confidentiality prohibits sharing this information.

In filling vacancies or making transfers, due consideration will be given to voluntary transfer requests and 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 and Nutrition Services.

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 and Nutrition 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 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 \$300.00 will be given to all association members. The Director of Food and Nutrition Services will provide shirts to all association members. The clothing allowance is intended for the purposes of purchasing required pants and shoes. The clothing allowance will be paid as a yearly stipend the first pay period of September or the first period of employment for mid-year hires.

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
Juneteenth
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 day's pay will be included in the employees' last paycheck in June. Absence for high religious holidays may be granted upon approval from the Office of the Superintendent of Schools.

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.

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) or any other close relative as approved by the Superintendent.

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 and Nutritional Services or the Business Manager. Request of paid Personal Day form must be completed and submitted to the main office 48 hours in advance, except in emergency situations. A minimum of one (1) paid personal leave day should be taken before May 1st, with the 2nd personal day being used on or before June 15.

At no time shall there be more than 1 personal day request granted per building and no more than 2 personal day requests granted per District prior to May 1st.

At no time shall there be more than 1 personal day request granted per building and no more than 1 personal day request granted per District from May 2nd to June 15th.

ARTICLE XIII
SICK LEAVE

SECTION 1. Each full-time association member shall be credited with 1.1 days per month or eleven (11) 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.

If you are not able to work due to sickness, all association members must call their manager as soon as possible so that calls can be made to substitute for coverage. All sick time should be emailed to the Director of Food and Nutritional Services as well as the Payroll Coordinator in order to keep accurate records. Payroll Record Forms will be collected bi-weekly in the main office. A doctor's certificate shall be required for absence of three (3) or more consecutive days.

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-tenth for each month remaining in the contract year.
- c. Persons leaving prior to close of contract year shall have earned one and one-tenth 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 employee, 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.

Professional development requirement must be completed and submitted to the main office by May 1st. It is the responsibility of all staff to maintain an updated training record.

Training is provided during scheduled professional development days within the school year. Training is allowed in a variety of formats and from different sources, including but not limited to, State Agency, National Food Service Management Institute, SNA, in-house, etc.

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 employee retiring at seventy (70) years of age, the minimum number of years of service shall be fifteen (15) and the employees will receive a 5 years of service credit to place them appropriately on the years of service allowance table below.

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

<u>Years of Service</u>	<u>ALL full time 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.

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 shall become fully effective July 1, 2021.

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, 2024.

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: Bridget Garabedian

By: _____

W. Smith

James J. Sullivan
Heather Crowley

Nicholas J. Jorgon

[Signature]

Paul M. J.

[Signature]

Brenda J. Regan

6-8-2022
Date

6/8/22
Date



APPENDIX A

FY22 RETRO	ALL CAF	STEP	1	2	3	4	5	6	
		HOURLY	\$ 19.30	\$ 19.79	\$ 20.29	\$ 20.80	\$ 21.32	\$ 21.85	
		ANNUAL	\$ 20,381	\$ 20,898	\$ 21,426	\$ 21,965	\$ 22,514	\$ 23,074	
	HOURS	5.5	5.5	5.5	5.5	5.5	5.5	5.5	
	DAYS	182	182	182	183	183	183	183	
	HOLIDAYS	10	10	10	10	10	10	10	
FY23	ALL CAF	STEP	1	2	3	4	5	6	7
		HOURLY	\$ 19.73	\$ 20.24	\$ 20.75	\$ 21.27	\$ 21.80	\$ 22.34	\$ 22.88
		ANNUAL	\$ 21,056	\$ 21,591	\$ 22,137	\$ 22,693	\$ 23,260	\$ 23,839	\$ 24,415
	HOURS	5.5	5.5	5.5	5.5	5.5	5.5	5.5	
	DAYS	184	184	184	184	184	184	184	
	HOLIDAYS	10	10	10	10	10	10	10	
FY24	ALL CAF	STEP	1	2	3	4	5	6	7
		HOURLY	\$ 20.18	\$ 20.69	\$ 21.21	\$ 21.75	\$ 22.29	\$ 22.84	\$ 23.40
		ANNUAL	\$ 21,530	\$ 22,077	\$ 22,635	\$ 23,204	\$ 23,784	\$ 24,375	\$ 24,964
	HOURS	5.5	5.5	5.5	5.5	5.5	5.5	5.5	
	DAYS	184	184	184	184	184	184	184	
	HOLIDAYS	10	10	10	10	10	10	10	

APPENDIX A

Summary of Changes from FY19-FY21 Appendix A & Appendix B:

- Elimination of Appendix A (HOURLY SALARY SCHEDULE/GENERAL CAFETERIA EMPLOYEES) from FY19-FY21 contract and shift all Association members on to the Appendix B salary scale (HOURLY SALARY SCHEDULE/FULL-TIME MANAGER-COOKS/SITE MANAGER)
- Employees moving from the General Cafeteria Employee Salary Schedule to the new ALL CAF Worker Salary Schedule shall follow the chart below when determining their FY22 STEP:

FY21 Appendix A (General Caf Employee) Step	MOVES TO	FY22 Appendix A (All Food Service Workers) Step
1-4		1
5-7		3

- All Managers will receive the \$4000 Manager’s Stipend, retroactive to the beginning of the 2021-2022 school year.
- Lead workers at the Trahan, Dewing and North Street will now be considered Managers for the purposes of their job title and will be receiving this stipend.
- ALL financial considerations for FY22 will be calculated retroactively for ALL members

NOTE FOR THE PURPOSES OF DISCUSSION: IN RESPONSE TO THE ASSOCIATION’S QUESTION AS TO WHAT THE EXTRA DAY WILL BE USED FOR, THE CHART BELOW SHOWS A TYPICAL YEAR’S SCHEDULE:

DAY	# DAYS	# PD HRS	DAY
BEFORE SCHOOL 1	1	4	5.5 (1.5 w/ District)
BEFORE SCHOOL 2	1	0	5.5 set up
SCHOOL DAYS	180	0	
PD DAYS	1	5.5	
DAY AFTER SCHOOL ENDS	1	0	Beginning 2022-2024
	184	9.5	
CONTRACT			

REQUIREMENT	
WORKERS	8
MANAGERS	12

Note: Managers will receive additional PD hours through annual conferences

WITHOUT THE EXTRA PD DAY, EMPLOYEES WOULD BE SHORT OF THE CONTRACTED PD HOURS.

