

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

JULY 1, 2024 - SEPTEMBER 1, 2027

AGREEMENT

This Agreement entered into this 16th day of October, 2024 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 (FT) and permanent part-time (PPT) 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**

Beginning in FY25 (August 2024) all full-time association members will work 184 days and have fourteen (14) 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 198 days.

Managers are required to work an additional two days the week before the opening of school and will be paid for a total 200 days. Managers will have the option of an additional five (5) hours per week if needed to fulfill duties and as approved by the Director of Food & Nutrition Services. These 2 days and extra 5 hours are to be paid by voucher at the Managers hourly rate of pay, as calculated **including** their Manager's stipend.

Permanent part-time association members are required to work on full schools days. The schedule will consist of 15 hours per week for a full school week with up to a maximum of 19 hours based on need and as determined by the Director of Food & Nutrition Services. PPT members 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 full-time association members and are included in the 184 contracted 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.

Permanent Part-time association members may have the option to work 3 hours on the scheduled half days; based on needs and at the approval of the Food and Nutrition Director.

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 and Nutrition 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 \$5500 in FY25, \$6500 in FY26, \$7500 in FY27. Head Cooks will be paid a differential stipend of \$2500. Manager's duties will be assigned per the Manager's Job Description and all other duties as assigned by the Food and Nutrition 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 \$400.00 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 to include closed rubber toed shoes. The clothing allowance will be paid as a yearly stipend the second-pay period of September or the second period of employment for mid-year hires.

New employees will be provided with 5 shirts provided at the time of employment. Additionally, returning employees will be provided with 2 shirts annually.

There will be a Freezer Coat provided at each school for employees to use, if they need to enter a walk-in freezer.

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
President's Day
Good Friday
Patriot's Day
Memorial Day
Juneteenth
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

To qualify for holiday pay, employees must be present for work on the scheduled days immediately before and after the holiday, unless approved by the Director of Food and Nutrition Services or Business Manager.

Part-time association members will receive 3 hour pay for each holiday indicated in Article IX, provided they meet the criteria set forth above.

SECTION 2. Should any of these holidays fall on a Saturday, the holiday shall be celebrated on the preceding Friday. Should any of these holidays 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

Five (5) days, not to be deducted from sick or personal leave, shall be granted in the event of each of the following individual's death within the Unit Member's family: i.e. father, mother, son, daughter, step-parent, spouse, grandparent, sibling, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, in the event of a miscarriage, individuals the unit member is legally responsible for, any person living in the immediate household, or any other person approved by the Superintendent.

Two (2) days are allowed for the death of any other close relative, including aunt, uncle, and OTHER in-laws, or close friends not to be deducted from sick or personal leave.

ARTICLE XII

PERSONAL LEAVE

Full Time Association members may be granted up to three (3) days personal leave without loss of pay for personal matters upon approval of the Director of Food and Nutritional Services or the Business Manager. Part Time Association members may be granted up to two (2) days (3 hours per day) 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 1.2 days per month or twelve (12) 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 requirements 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., and at the approval of the Food & Nutrition Services Director.

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 two (2) 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>

APPENDIX A

SALARY TABLES							
HOURLY RATES SHOWN ON THE TABLES BELOW APPLY TO FULL TIME (FT) AND PERMANENT PART-TIME (PPT) MEMBERS OF THE ASSOCIATION							
FY25 - (ADD 3.5% & ROUND - ELIMINATE STEP 1/ADD NEW STEP)							
	1	2	3	4	5	6	7
HOURLY RATE (FT & PPT)	\$22.50	\$23.00	\$23.50	\$24.00	\$24.50	\$25.00	\$25.50
ANNUAL - FT ONLY	\$24,503	\$25,047	\$25,592	\$26,136	\$26,681	\$27,225	\$27,770
FY26 - (ADD 3.0%)							
	1	2	3	4	5	6	7
HOURLY RATE (FT & PPT)	\$23.18	\$23.69	\$24.21	\$24.72	\$25.24	\$25.75	\$26.27
ANNUAL - FT ONLY	\$25,238	\$25,798	\$26,359	\$26,920	\$27,481	\$28,042	\$28,603
FY27 - (ADD 3.0%)							
	1	2	3	4	5	6	7
HOURLY RATE (FT & PPT)	\$23.87	\$24.40	\$24.93	\$25.46	\$25.99	\$26.52	\$27.05
ANNUAL - FT ONLY	\$25,995	\$26,572	\$27,150	\$27,728	\$28,305	\$28,883	\$29,461

STIPENDS & OTHER RATES				
RATES BELOW APPLY TO MEMBERS AS ASSIGNED				
	FY25	FY26	FY27	
MANAGER STIPEND	\$5,500	\$6,500	\$7,500	
MANAGER STIPEND (ADD TO HOURLY)	\$5.05	\$5.97	\$6.89	ADDED TO HOURLY RATE WHEN MANAGERS WORK EXTRA HOURS IN THEIR MANAGER'S CAPACITY
HEAD COOK RATE	\$2,500	NA	NA	
CATERING RATE	\$30.00	\$30.90	\$31.83	APPLICABLE TO FULL AND PERMANENT PART-TIME EMPLOYEES
SUMMER SCHOOL RATE	\$25.00	\$25.75	\$26.52	APPLICABLE TO FULL AND PERMANENT PART-TIME EMPLOYEES

SUBSTITUTE HOURLY RATES				
	FY25	FY26	FY27	
TEMPORARY SUBSTITUTE HOURLY RATE	\$20.18	\$20.79	\$21.41	NON ASSOCIATION MEMBER RATE

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.~~


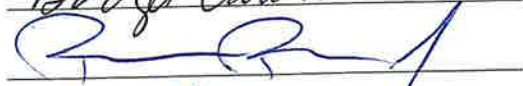

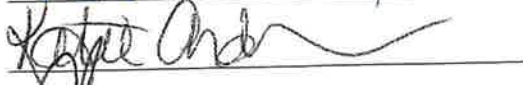

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this ~~8th day of June,~~
~~2022~~

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

By:


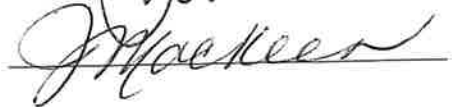








10/16/2024
Date

TEWKSBURY FOOD SERVICES ASSOCIATION

By:

OCTOBER 2024
Date