AGREEMENT

BETWEEN

THE SCHOOL COMMITTEE OF THE TOWN OF WESTBOROUGH

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL #1709

SCHOOL LUNCH EMPLOYEES

EFFECTIVE: JULY 1, 2017 - JUNE 30, 2020

This agreement entered into by the School Committee of the Town of Westborough, hereinafter referred to as the School Committee, and Local 1709 State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the union, has as its purpose the promotion of harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

It is understood and agreed that the highest quality of service possible for the public schools of Westborough is the paramount responsibility of each school lunch worker employed at the public schools of Westborough.

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1. RECOGNITION

The employer recognizes the union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for the unit described in M.C.R. 4712, dated January 29, 1999, as follows: All full-time and regular part-time cafeteria employees employed by the Westborough School Committee, including managers, assistant managers, cooks, preparers and workers, but excluding the director of food services, all managerial, confidential and casual employees and all other employees of the Westborough School Committee. The employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the union or changing any condition contained in this agreement.

2. NO STRIKE CLAUSE

a. No employee covered by this agreement shall engage in, induce or encourage any strike, work stoppage, work slowdown or withholding of services. The union agrees that neither it nor any of its officers or agents will call, encourage, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, work slowdown or withholding of services.

b. Should any employee or group of employees covered by this agreement engage in any strike, work stoppage, work slowdown or withholding of services, the union shall forthwith publicly disavow any such strike, work stoppage, work slowdown or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the employer, the union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, work slowdown or withholding of services and to return to work forthwith.

c. In any event, the School Committee may, upon the occurrence of such strike in violation of the provisions of this Article, take such disciplinary action or actions, including discharge, with respect to any employee or employee's review under the contract and applicable laws.

d. In consideration of the performance by the union of its obligations under Sections 1 and 2 of this Article, there shall be no liability on the part of the union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this article by individual members of the union.

3. DISCRIMINATION AND COERCION

a. The employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in or legitimate activity as required in this Agreement on behalf of members of this bargaining unit, nor will the employer discourage membership in the union or encourage membership in any other union.

b. Local 1709, State Council 93, American Federation of State, County, and Municipal Employees, AFL-CIO, recognizes its respective responsibility as exclusive bargaining agent without discrimination, interference, restraint, or coercion.

c. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, religion, gender identity, sexual orientation, disability, or any other class protected by law. The union shall share equally with the employer the responsibility for applying this provision of the agreement.

d. The employer and the union agree that they will not discriminate against any employee for exercising his/her rights under the provisions of Chapter 149, Section 178 of the General Laws of Massachusetts.

4. MANAGEMENT POLICIES AND WORK RULES

The union agrees that the employer, the School Committee of the Town of Westborough, has complete authority over the policies and administration of all school departments which it exercises under the provisions of the law and in fulfilling its responsibilities under this Agreement, including the establishment of work rules and regulations not inconsistent with the terms of this agreement. Any matter involving the management of school operations vested by law in the employer, and not covered by this agreement, is the province of the employer.

In accordance with the Education Reform Act of 1993, the parties recognize that certain rights and actions previously held in this contract by the School Committee now reside or are shared with the superintendent of schools or building principal.

5. GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

(1) Step 1 - If an employee has a grievance; he/she and/or the union steward shall present it orally or in writing within five (5) days of the event to the building principal or the assistant superintendent depending on which individual has the most immediate jurisdiction over the grievance. A response shall be given within five (5) working days. In cases where the employee does not notify the union steward within five (5) working days of such event, the union may within fifteen (15) calendar days of such event file a grievance.

(2) Step 2 - If the grievance has not been settled under Step 1, it shall be presented in writing by the employee and/or his/her representative to the superintendent within five (5) working days after the supervisor's response is due. The superintendent (and/or representative) shall respond to the employee in writing within five (5) working days.

(3) Step 3 - If the grievance still remains unresolved, and the subject matter is subject to the authority of the School Committee, it shall be submitted to the School Committee in writing within five (5) working days after the response of the Superintendent is due. The School Committee shall respond in writing within fifteen (15) working days or subsequent to the next regular School Committee meeting.

(4) Step 4 - If the grievance is still unresolved after Step 2, or Step 3 if appropriate, either party may within fifteen (15) working days after the reply is due, by written notice to the other, request arbitration.

The union and/or the School Committee shall submit the grievance to the American Arbitration Association. The parties shall be bound by the rules and procedures of the American Arbitration Association currently in force. The decision of the arbitrator shall be final and binding upon the parties.

Arbitrator's Decision

a. When the dispute is submitted to the arbitrator, as a result of the appeal of the grievance, the only items which the arbitrator may consider are those mentioned in the grievance, unless the parties have by stipulation extended the scope of the arbitrator's authority to consider additional items not mentioned in the grievance.

b. The arbitrators selected shall confer promptly with the representatives of the committee and the union, shall review the record of the case, and shall hold such further hearings with the aggrieved party and other parties of interest as he/she shall deem requisite.

c. The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/she shall arrive at his/her decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceedings.

The arbitrator shall have no power to add to, subtract from or modify any of the terms of this contract. Subject to the foregoing, the decision of the arbitrator shall be submitted to the committee and the union and shall be final and binding upon the committee, the union and the employee who initiated the grievance. The decision of the arbitrator shall be implemented as soon as is reasonably possible.

6. APPLICABLE LAWS

a. The school committee and the union shall abide by all applicable laws of the United States, the Commonwealth of Massachusetts, and valid and enforceable decisions, rules and regulations established hereunder.

b. Nothing in this Agreement is intended to prevent the application of any such law, rule or regulation, and nothing in this agreement shall be construed to limit either party from attempting to change any law, rule or regulation except that neither party shall coerce, intimidate or in any way attempt to force the other party to support or oppose any change in such law, rule or regulations.

7. UNION REPRESENTATIVES

a. A written list of union stewards and other representatives shall be furnished to the employer immediately after their designation and the union shall notify the employer within five (5) working days of any change.

b. AFSCME will continue the practice of holding meetings with the employer on union business during officials' unpaid time. The union steward shall make every effort to hold meetings with the employees to investigate grievances during the employees' unpaid time. With the permission of the principal or designee, the steward may be granted a reasonable amount of time during working hours to investigate and settle grievances.

c. Representatives of the A.F.S.C.M.E., AFL-CIO, Council 93, may enter the premises at any

time for individual discussion of matters pertaining to the administration of this Agreement, providing they do not interfere with the performance of duties assigned the employees, upon obtaining permission from the superintendent of schools or designee, which permission shall not be unreasonably withheld.

8. SAFETY COMMITTEE CODE

A safety committee will be composed of two (2) representatives appointed by the union and three (3) management personnel shall be appointed by the employer. Said committee shall appoint its own chairperson and meet regularly to review safety practices. It may draw up a safety code which both parties will review and implement.

9. SENIORITY

The length of an employee's continuous permanent service in the category of manager, assistant manager, cook, preparer or worker shall determine seniority. The principal of seniority shall govern and control in the following cases:

(1) Decrease of the working force. Employees shall have recall right for a period of eighteen (18) months from actual date of layoff.

(2) Job bidding, where ability to perform the job being bid for is equal.

10. UNION BULLETIN BOARD

The union may maintain a union bulletin board in each building, at a location satisfactory to the administration to be used for the posting of union notices. Denunciatory or inflammatory material shall not be posted or allowed to remain on such bulletin board. Approval must be obtained before any material is posted. Such approval shall not be unreasonable withheld by the superintendent of schools or his/her designee.

11. UNIFORMS

a. All employees, after completion of their probationary period, will be issued three (3) sets of uniforms which will be paid for by the school department. The employees will be responsible for maintaining these uniforms and the employees will wear the uniform while working under this contract, except when excused from doing so by the school lunch director.

b. Employees shall be provided with three shirts and three aprons. Employees shall receive an annual $500.00 taxable payment that shall be used to purchase approved work apparel. A standing uniform committee of two employees and two School Committee members or representatives shall be established.

c. Uniforms are of a standard color with lettering identifying the department, "Westborough Public Schools." A uniform consists of one shirt. A record of issuance will be kept. Requests for replacements because of wear should be made to the school lunch director. The uniforms are the property of the school department. Any employee whose employment is terminated shall return all uniforms regardless of condition on or before the receipt of the last paycheck.

d. Uniforms shall be worn in a neat, buttoned manner so that the logo is visible. If an employee receives several oral warnings for an inappropriate uniform, a written warning may be issued and appropriate discipline may be considered.

12. MISCELLANEOUS LEAVE

a. FUNERAL LEAVE

In the event of the death in an employee's family as outlined below, the employee upon written request shall be granted time off with pay for a funeral or memorial service according to the following schedule:

a) up to five days with pay:
Spouse
Parent, Grandparent, or Parent-in-law
Child or Grandchild
Sibling
Relative living in the same household
Individual who was in the same capacity as a spouse, parent, or child
d) one day with pay:
Aunt or Uncle
Cousin
Sibling-in-law
Niece/Nephew

Additional funeral leave may be granted at the discretion of the superintendent. An additional day may also be taken in a non-pay status or chargeable to any available personal day leave at the employee's discretion. Subject to available staffing, every reasonable effort will be made to facilitate staff representation for the funeral or service of a colleague or immediate family member of a colleague.

b. JURY DUTY

All regularly employed personnel who are called by law for jury duty, when they are scheduled to work, shall be paid as required by Massachusetts General Laws.

c. PERSONAL LEAVE

Employees absent for personal reasons other than illness or death in the immediate family shall be entitled to up to three (3) days per year. Notification for personal day leave must be submitted to the Director of Food Services three (3) full school days in advance, unless the emergency nature of such leave precludes this action.

Unused personal days will be transferred to sick days, not to exceed existing limits on accumulation.

d. RELIGIOUS HOLY DAYS

Leave for the observance of religious holy days up to a maximum of two (2) days per year will be granted for major religious holy days which require an employee's absence from work for a full day. Such leave will not be deducted from personal day leave or sick leave.

13. HOLIDAYS

a. The following days shall be considered to be paid holidays:
New Year's Day
Martin Luther King Day
Washington's Birthday

Patriot's Day
Memorial Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
The day after Thanksgiving
Day before Christmas
Christmas Day
Good Friday

And any other day that may be jointly declared a holiday by the Governor of the Commonwealth, General Court and the Westborough School Committee.

b. If a holiday occurs within an employee's vacation period, he/she shall receive an additional day's vacation with pay.

c. If the holiday falls on a Saturday, it shall be observed on the previous Friday. Any employee required to work on a holiday shall receive in addition to the regular holiday pay an amount equal to 1 1/2 his/her regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to two (2) hours' work at the above rate.

14. UNION DUES

a. Employees who desire to join the union shall tender monthly membership dues by signing the authorization of dues form.

Form: During the life of this agreement and in accordance with the terms of the form of authorization of check off of dues hereinafter set forth, the employer agrees to deduct union membership dues levied in accordance with the constitution of the union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the union along with a list of employees who had said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

b. The union shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the employer under this provision or under the authorization submitted to the employer under this provision.

c. Agency Fee

1. Commencing on July 1, 2001, all employees who are members of the bargaining unit shall be required as a condition of their employment to pay an agency service fee unless they become members of the union within thirty (30) days. Said fee will be in an amount determined in accordance with all state and federal laws and regulations, and shall reflect the costs of collective bargaining, contract administration and other permissible charges except that in no case shall the fee be greater than the annual dues of AFSCME Council 93 Local 1709.

2. The collection of the fee shall be solely the responsibility of the union, and the School Committee shall not be responsible for the implementation, collection or enforcement of the fee, except that it will supply, on demand, any required documentation to establish that an individual refusing to pay is a member of the bargaining unit.

3. The sole remedy available to the union to enforce payment of the fee shall be to proceed to court for collection of the fee. The School Committee will not be required to take any action regarding the employment status of an individual who refuses to pay the agency service fee. The union will not institute or process any agency service fee collection procedure against employees who work less than half time.

4. The union shall save harmless and indemnify the School Committee from any damages and legal fees arising out of compliance with this provision, provided that the School Committee will agree to an attorney selected by the union to represent the School Committee against any and all claims made and against any lawsuit initiated against the School Committee on account of this provision. Failure of the School Committee or its agents to cooperate with the union or its attorney shall relieve the union of any obligation under this section.

15. JOB POSTING

a. A vacancy is an opening caused by promotion, demotion, retirement, resignation, transfer or reassignment, termination, death or the availability of new positions which the School Committee intends to fill.

b. When a position covered by this agreement becomes vacant, such vacancy shall be posted on the union bulletin board in each building, listing the shift, hours, pay, duties and qualifications. Such notice shall remain posted for at least seven (7) days. Employees interested may apply, in writing, within such seven-day posting period. The employer may fill such vacancy from outside the unit. The employer will interview all bargaining unit applicants prior to considering applicants from outside of the bargaining unit. If the employer fills such vacancy from among the employees in the bargaining unit, then seniority shall prevail as between applicants whose ability to perform the posted job is equal. Such vacancy shall be filled within five (5) days following the posting period.

c. The successful applicant will be given a thirty (30) working day trial and training period in the new position at the applicable rate of pay; non-school days during the summer months will not count toward this thirty day period. If at the end of the trial and training period it is determined that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate.

d. If an employee has bid and is to be passed on the seniority roster through the filling of the vacancy by an employee lower down on such seniority roster, the employee passed shall be notified of that fact and the reasons therefore in writing with a copy sent to the union.

e. Within two (2) working days after a position has been filled, the union shall be advised in writing of the name of the employee designated to fill the vacancy.

f. A subsequent vacancy created by the transfer of an employee to fill a posted vacancy need not be posted under the terms of this Article. Any employee interested in any transfer should make that preference known at the time of a posting in writing to the employer within seven (7) days.

g. An employee transferring to a higher position shall be placed at a step that provides at least

a 5% pay increase.

16. A. NON-OCCUPATIONAL SICK LEAVE:
The granting of non-occupational sick leave shall be subject to the following provisions:

a. A request for non-occupational sick leave shall be investigated. A doctor's report may be required and approval is discretionary.

b. Sick leave shall not be granted if the disability is due to over-indulgence in alcohol or narcotics.

c. A regular full-time employee may be granted sick leave with pay according to the following schedule:

Employed	Allowance
Less than one (1) year	1 day accumulated per month BUT not eligible for sick leave until appointed to permanent status.
More than one (1) year	1 1/2 days per month (15 days per year)

d. Sick leave allowance is cumulative up to 200 days. All days taken shall be deducted. Days accumulated according to above.

e. Compensation for a sick day will be at the regular rate of pay for the scheduled number of hours.

f. Regular part-time employees may be granted sick leave with pay on a prorated basis.

g. Any accumulation which present employees have as of the effective day of this agreement shall be retained.

h. Family Sickness: An employee may use his/her sick leave in event of sickness of spouse living in his/her home, or of minor children solely dependent upon the employee for care.

i. Regular attendance is a critical basis for evaluating acceptable job performance.

j. Employees who work 60 days without missing a day shall be eligible for an additional paid day.

k. SICK LEAVE BUYBACK

1) If a school lunch employee voluntarily retires after 20 years of service, they will receive pay of $15 at the time of retirement for each unused sick day the employee has accumulated starting with days in excess of 50.

2) Any request for such voluntary retirement must be submitted to the Superintendent. Notification must be received by September 1st to be included in the next fiscal year's budget.

3) The payroll office will pay a bonus in accordance with the provisions of subparagraph 1 above after the last date of employment. However, the maximum amount payable to any one employee will not exceed $2,000.

16. B. OCCUPATIONAL SICK LEAVE - INDUSTRIAL ACCIDENTS:

In the case of absence due to an industrial accident, the employer agrees to make up the difference between the employee's regular wages and the amount received from Worker's Compensation. Such difference shall be deducted from sick leave. If the question exists as to whether an employee is entitled to compensation under the Worker's Compensation Act, it is agreed that, pending resolution of said question, the employee may draw sick leave benefits. The employee shall reimburse the town for such payments in the event he/she receives Worker's Compensation benefits for said period. Upon such payment to the town, sick leave credits equal to the amount of compensation shall be re-credited to the employee's sick leave accumulation. Employees receiving worker's compensation payments shall not be eligible to draw from the sick bank.

16. C. FAMILY & MEDICAL LEAVE ACT

An employee who has been employed for one complete year shall be entitled to a leave of absence without pay for up to 12 consecutive weeks for adoption, foster care placement of a child, or if a serious health condition affects the employee or the employee's spouse, child or parent in accordance with the Family and Medical Leave Act.

16. D. PARENTAL LEAVES OF ABSENCE

A. Eligible School Lunch Workers are entitled to take up to eight (8) weeks of leave, pursuant to Massachusetts General Laws, Chapter 149, Section 105D, for the purpose of giving birth, or for the placement for adoption by the employee of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled. Any two employees of the same employer shall only be entitled to 8 weeks of parental leave in the aggregate for the birth or adoption of the same child. The employee shall give at least two (2) weeks' notice of his or her expected departure and return dates, or provide notice as soon as practicable if the delay is for reasons beyond the employee's control. A school lunch worker is encouraged to provide the administration with as much prior notice as possible of his or her expected departure date. School Lunch Workers who have completed one year of service may be eligible for and may request up to twelve (12) weeks of leave consistent with the Family and Medical Leave Act (FMLA). (Parental leave and FMLA leave run concurrently.)

17. OVERTIME

a. Employees covered by this agreement shall be paid overtime at the rate of one and one-half times his/her regular rate of pay for work in excess of eight (8) hours in one day and forty (40) hours in one week.

b. Hours worked on Sunday will be paid for at double time.

c. Any employee called back to work on the same day after having completed his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time shall be paid at the rate of time and one-half for all hours worked on recall. He/she will be guaranteed a minimum of two (2) hours of pay at time and one-half.

d. Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. When in case of extreme emergencies, it is necessary to call in personnel from another area other than the area which normally performs such related work; they shall be released from their duties first when the work load lessens.

e. Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. In an emergency situation, the employer may require the least senior employee to work overtime in that school.

f. If the employer, in appraising the use of school facilities by outside groups, determines that an additional employee is required, the rate of compensation for such employee so engaged will be paid at one and one-half times his/her regular rate per hour with a minimum of two (2) hours' time.

18. PROBATION PERIODS

All new employees shall serve a six (6) month probationary period. During this time the employee can be discharged or demoted: such action shall be based on the administration's evaluation and the employee shall have no recourse under this agreement.

19. HOURS OF WORK

a. The regular hours of work each day shall be consecutive, inclusive of meals. Each employee shall be assigned a regular amount of hours and a regular shift each day. Daily hours shall not be changed without the previous approval of the school lunch director or school administration. Permanent changes in hours or shifts shall be made in consultation with the manager in each school.

b. The School Department will make arrangements as necessary for extra hours or additional staff for outside functions. If an employee stays at the end of the shift to work or complete working a non school lunch function, the employee will be offered a minimum of one hour of extra work. A shift differential of $1.50 per hour will be paid for such functions outside of the regular work day.

c. Regular employees not scheduled to work due to exam periods or similar limited work schedules will be given priority for being called in as a cafeteria substitute in another school.

d. Exclusive of holidays, employees will be paid for a number of work days equal to the number of scheduled student school days.

e. On early release days regular employees may be allowed to work up to their regularly scheduled hours per day with the following:

1. District Food Service Director's approved list of specific tasks to be performed for that day
2. Approval of the Direct Food Service Director for the specific hours of work requested for that day

20. HEALTH AND WELFARE

Employees who are scheduled to work 20 hours or more on a regular basis shall be eligible to participate in the Town's health insurance program on the same basis as other Town employees.

All employees enrolled in Health insurance Plans offered by the town shall pay 25% of the premium costs.

The employer will work with the Treasurer to deduct 12 months of premiums equally over the 10 months of the school year for all insurances.

21. SMOKE-FREE SCHOOLS

The union agrees that the School Committee has fulfilled its bargaining obligations if the School Committee establishes a smoke-free school.

22. EMPLOYEE EVALUATION

The union agrees to the establishment of an employee evaluation system designed to recognize outstanding performance where it exists, identify any areas in need of improvement, and provide a means of evaluating step increases and for personnel decisions. Employees will be evaluated prior to the end of a probationary period, prior to the consideration of a step increase, or at least annually if neither of the prior two conditions take place. Employees receiving an unsatisfactory evaluation will receive an agreed upon plan to improve performance and will be re-evaluated after an appropriate period of time.

23. SALARY PLAN

a. New salary schedules attached as Appendix A will be in effect from July 1, 2014 through June 30, 2017.

b. ON APPOINTMENT, an employee shall be placed at the minimum step of the salary range assigned to the class to which appointed. However, with prior approval of the School Committee or superintendent, when they find that a position is difficult to fill because of the labor market or other justifiable circumstances, such as rewarding previous experience, appointment may be made at above the first step in the salary range.

c. ANNUAL STEP RAISE

An employee shall be eligible for annual step raises within the salary range assigned to the class in which employed on the anniversary date of appointment or promotion to that class.

(1) Anniversary date - The salary anniversary date of an employee for the purpose of determining his/her eligibility for a step raise shall be the most recent of the following occurrences:

(a) Appointment
(b) Last step increase
(c) Most recent promotions
(d) Most recent re-classification
(e) Most recent transfer

(2) Appeal Procedure

An employee, eligible for a step raise, who is not granted said raise, shall be notified in writing by the superintendent of schools indicating why the raise was not granted. The employee may

appeal this decision within five (5) days of receipt of the decision. He/she shall receive an answer from the superintendent of schools within five (5) days of his/her appeal and if not satisfied, he/she may appeal to the School Committee within five (5) days of receipt of the superintendent's decision. The School Committee will review his/her appeal at the next regular meeting.

d. EARLY RETIREMENT INCENTIVE - If an employee with a minimum of ten years' experience with the Westborough School Department submits an irrevocable letter of retirement for purposes of superannuation or disability retirement prior to December 1 of any fiscal year, the employee will receive an annualized pay increase of $2,500 payable over the biweekly pay for any fifty-two week period beginning no earlier than the following July and no later than the following November. The effective date of retirement as stated in the letter must coincide with the end of the twelve-month period in which the pay is received.

e. When an employee is temporarily asked to perform duties at a higher classification, such employees shall be paid at the higher rate at their current step from the first day of such assignment.

f. Employees will have their salaries directly deposited into a bank account of their choosing.

g. PAYROLL PAYMENTS: Employees shall have two (2) options regarding payroll payments:

(1) Twenty-one (21) equal payments (bi-weekly September-June).

(2) Total pay divided into twenty-six (26) installments with twenty-one (21) bi-weekly payments September - June and an additional lump sum payment of five installments with the last pay in the regular school year. Employees who have overdrawn their sick leave during the last pay period shall have their lump sum check withheld. The amount due the employee will be re-computed and paid at the next regular pay period.

(3) Employees who desire to change their payment option must notify the Superintendent by August 1. If no option is selected, payment shall be made under Option (2).

24. REST PERIODS

If an employee works five hours or more, the employee shall receive one 15 minute rest break and one 15 minute lunch break. An employee working less than 5 hours shall receive one 15 minute break.

25. MANAGEMENT-UNION COMMITTEE ON EMPLOYEE RELATIONS

a. There shall be an established committee to be known as the Management-Union Committee on Employee Relations. Such committee shall be composed of four (4) members, two (2) representing the employer and two (2) representing the union.

b. The purpose of the committee shall be to discuss matters of practical concern to the employee, including the question of staffing levels in the schools.

c. There shall be no fewer than four (4) meetings of the committee each year.

d. It is understood that the committee shall have no power to negotiate wages, hours, or other conditions of employment or to alter or amend this agreement in any respect.

26. EQUIPMENT AND TOOLS

The employer agrees to provide all materials, equipment and tools required to perform the duties assigned to the employees covered by this agreement.

27. EMPLOYEE RECORDS

a. A copy of any written statement or report which is of critical or unsatisfactory nature concerning an employee made by a member of management or by a designated supervisor which is to be retained by the employer in the employee's personnel file shall be shown to the employee who shall certify in writing that he/she has read it. If the employee refuses to sign such a statement, the supervisor or other person in whose presence the employee read the statement or report shall certify that the statement or report was read by the employee and that the employee refused to sign the statement acknowledging this fact. If the employee is not available (due to illness or other absence) at the time the statement or report is prepared, the member of management or supervisor shall file with the statement or report the reason for not showing the statement or report to the employee at the time of filing, but the employee shall be given an opportunity to read the report as soon as he/she is available thereafter.

b. No action shall be taken by the employer based solely on such statement or report unless it appears in the file that in accordance with the above procedure, the employee read or had the opportunity to read the statement or report, provided, however, that such record may be retained in the file and may be considered in any subsequent action if the record then shows that the employee had read the report.

c. The employee shall be permitted to make a written rebuttal or explanation as to any such report and the employee's written statement shall be filed with the related record. The employee's rebuttal shall not be so filed if it contains critical remarks about any other individual.

28. LIST OF CLASSIFICATION AND NOTIFICATION OF POSITION ABOLISHMENT

a. The employer shall provide the bargaining unit with a list of all positions by classifications, names of employees, building employees are assigned to and any new classifications. List to be provided every six (6) months.

b. The employer further agrees to notify the bargaining unit of any position that is to be abolished.

29. RENEWAL

In the event that no contract is signed by July 1, 2020 this contract shall be extended up to one (1) year.

30. DURATION

This agreement shall be effective as of July 1, 2017, to and including June 30, 2020. This agreement and the provisions thereof shall continue in full force and effect until June 30, 2020. If either party desires to negotiate changes in this agreement, it shall give written notice to the other

FOOD SERVICE SALARY SCHEDULE FY2017-2018													
Steps	Level	1	2	3	4	5	6	7	8	9	10	11	12
Worker	1	13.52	13.79	14.07	14.35	14.63	14.93	15.22	15.53	15.84	16.16	16.48	16.81
Preparer	2	15.11	15.42	15.73	16.04	16.36	16.69	17.02	17.36	17.71	18.06	18.42	18.79
Manager	3	19.10	19.49	19.88	20.27	20.68	21.09	21.51	21.94	22.38	22.83	23.29	23.75
Cook	5	15.71	16.02	16.34	16.67	17.00	17.34	17.69	18.04	18.40	18.77	19.15	19.53

FOOD SERVICE SALARY SCHEDULE FY2018-2019													
Steps	Level	2	3	4	5	6	7	8	9	10	11	12	13
Worker	1	13.79	14.07	14.35	14.63	14.93	15.22	15.53	15.84	16.16	16.48	16.81	17.15
Preparer	2	15.42	15.73	16.04	16.36	16.69	17.02	17.36	17.71	18.06	18.42	18.79	19.17
Manager	3	19.49	19.88	20.27	20.68	21.09	21.51	21.94	22.38	22.83	23.29	23.75	24.23
Cook	5	16.02	16.34	16.67	17.00	17.34	17.69	18.04	18.40	18.77	19.15	19.53	19.92

FOOD SERVICE SALARY SCHEDULE FY2019-2020													
Steps	Level	3	4	5	6	7	8	9	10	11	12	13	14
Worker	1	14.07	14.35	14.63	14.93	15.22	15.53	15.84	16.16	16.48	16.81	17.15	17.49
Preparer	2	15.73	16.04	16.36	16.69	17.02	17.36	17.71	18.06	18.42	18.79	19.17	19.55
Manager	3	19.88	20.27	20.68	21.09	21.51	21.94	22.38	22.83	23.29	23.75	24.23	24.71
Cook	5	16.34	16.67	17.00	17.34	17.69	18.04	18.40	18.77	19.15	19.53	19.92	20.32

FOOD SERVICE SALARY CROSS WALK		
	STEP	
LANE	FY2016-2017 EXISTING STEP	FY2017-2018
Worker	1	1
	2	1
	3	2
	4	4
	7	12
Preparer	7	12
Manager	4	5
	7	12
Cook	6	11

Longevity:

Employees who have achieved twenty years of service shall receive a longevity payment of $0.75 per hour.

party by October 1, 2017, or any October 1 thereafter of its desire to modify this contract. Such notification shall be by registered United States mail to the responsible signatories of this contract.

This Agreement entered into this 21st day of June 2017.

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL 1709

Dawn Sleeper

Dawn Sleeper

WESTBOROUGH SCHOOL COMMITTEE

Nicole Sullivan, Chair