

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

July 1, 2017, to June 30, 2020

1. General

- A. For the purpose of this Agreement, employees who are hired to work twenty (20) or more hours per week on a permanent basis are considered full-time employees. Employees hired to work less than twenty (20) hours per week on a permanent basis are considered part-time employees and are not eligible for benefits.

2. Personal Days

- A. All full-time employees who work twenty (20) hours or more per week will be allowed up to two (2) paid personal days per year. These personal days are allowed only for business which cannot be conducted at any other time. A two-week written notice, whenever possible, is required, and written approval by the Manager and Food Service Director is required for all personal days. Personal day requests in the month of June require written documentation identifying the need for personal time off.
- B. Paid personal days will not be granted the day before or after a school vacation or school holiday to extend an employee's vacation. Personal days requested the day before or after a school vacation or school holiday must be requested in writing to the Food Service Director no later than two (2) weeks prior to the date requested.
- C. Employees shall be allowed to carry over no more than one (1) unused personal day from year to year, provided that the employee so requests in writing to the Food Service Director and the Superintendent of Schools no later than the last day of June.

3. Other Leaves

- A. Time-off days are days without pay and allowed under special circumstances with prior written approval of the Food Service Director and the School Business Administrator.

4. Bereavement Days

- A. All employees covered by this Agreement shall be allowed time off without loss of pay for all scheduled work days falling within the three (3) day period next following the date of death in his/her immediate family. The immediate family is defined as parents, spouse, parents of spouse, children, stepchildren, brothers, sisters, grandparents, grandchildren, and any relative residing in the same household. Food Service Workers shall receive one (1) day of leave without loss of pay to attend a family funeral of an aunt or uncle.

5. Sick Days

- A. All full-time employees who work twenty (20) or more hours a week will earn sick days at the rate of one (1) per month for ten (10) months. One (1) day will be credited at the beginning of each month.
- B. Up to three (3) days of the ten (10) accrued days of sick leave in any calendar year may be used to attend the bedside illness of a child or other immediate family member.
- C. Sick leave on a Friday, Monday, or day before or after a holiday or school vacation may require written proof of said illness, said proof being necessary to qualify for sick pay for the day in question.
- D. Absences of more than five (5) consecutive work days shall be certified by the employee's physician to ensure the employee's fitness to return to work. The School Committee may, in those circumstances when it determines that an employee's physician

has failed to provide sufficient information, require certification by a school department physician, at the Committee's expense, for absences of more than five (5) days.

E. Sick days not used are cumulative from one year to the next.

6. Pension and Retirement

- A. All permanent employees who work twenty (20) hours or more per week must join the Middlesex County Retirement System. Employee must complete an enrollment form and present a birth certificate with the form. Employees are eligible for retirement under the County Retirement System if they are at least fifty-five (55) years of age and have ten (10) years' creditable service.
- B. Upon notification by October 1st of the school year in which an employee anticipates retiring, individuals who are employed by the Town of Wayland and who have at least ten (10) years of service at the time of their retirement under the Middlesex County Retirement Plan are entitled, upon retirement, to receive a sick leave buy-back benefit equal to 25% of the value of unused accumulated sick days, not to exceed \$2,000.
- C. In the event of the death of an employee covered by this Agreement, the employee's designated beneficiary or, if none, his/her estate, shall receive a lump-sum payment to be computed by multiplying the number of the employee's unused accumulated sick leave days by 25% of the employee's daily wage, but not to exceed \$2,000.

7. Health Insurance

- A. Employees who regularly work twenty (20) or more hours per week are eligible for participation in all group health and life insurance programs.
 - a. The Town offers the health plans and contribution rates as identified in the G.L. Chapter 32B, Section 19, Agreement between the Town of Wayland and the Wayland Public Schools and Town of Wayland unions dated September 26, 2016, effective January 1, 2017, and continuing through June 30, 2019. The Section 19 Agreement may be amended as agreed upon by the parties to the Agreement.
 - b. Effective July 1, 2019, unless superseded by a subsequent agreement, the Town's premium contribution toward the Benchmark Plans shall be 74% for individual plans and 64% for family plans. The Town's contribution towards a PPO or POS plan shall be 50%.
 - c. Effective July 1, 2008, part-time employees will contribute to health insurance plans at the rate of 50%. All part-time employees hired and working prior to June 30, 2008, and who participated in the health insurance plan offered by the Town of Wayland prior to June 30, 2008, will be grandfathered so that their contribution rate for any health insurance plan offered by the Town of Wayland will be consistent with the contribution rates paid by full-time employees in the same plan.

8. Lunch and Breaks

- A. Employees who work four (4) or more hours per day are entitled to a fifteen (15) minute break for each four (4) hours worked.

9. Paid Holidays

- A. All full-time employees who work twenty (20) or more hours per week will be paid for the following holidays:

Day before Thanksgiving
Thanksgiving

Christmas
New Year's Day

10. Uniform Allowance

- A. A uniform allowance of \$150 per regular employee per year shall be provided on a reimbursement basis, provided that such clothing is in accordance with the dress code established by the Food Service Director.
- B. Reimbursement for uniform purchases shall be paid upon presentation to the Food Service Director of receipts confirming the purchase of said clothing and shall be paid in the form of an expense check and will not be subject to withholdings or other deductions.
- C. All original receipts for reimbursement under this article shall be submitted to the Food Service Director no later than March 31 of the fiscal year in order for the employee to receive reimbursement. No reimbursement shall be paid for uniform purchases made in a prior fiscal year, the fiscal year running from July 1 to June 30.
- D. Full-time employees (30 hours or more per week) will receive five (5) work shirts, three (3) aprons, and one (1) visor annually (funded by program), and part-time employees (less than 30 hours per week) will receive the same every other year.

11. Credit Union

- A. Employees covered under this Agreement may join the credit union. Forms for payroll deductions are available and must be completed and returned to the Wayland Public Schools Business Office for processing.

12. Other Compensation – Longevity

- A. Longevity pay is a Town ruling set up for the Town of Wayland. To receive longevity pay, regular employees must attain the following:
- | | |
|----------------------------|-------|
| Minimum of: Five (5) Years | \$300 |
| Fifteen (15) Years | \$400 |
| Twenty-Five (25) Years | \$500 |
- B. Twenty-five (25) years is the maximum. Once the twenty-five (25) year mark has been reached, the employee's longevity pay will stay at this amount no matter how many more years of service are accumulated.
- C. The yearly amount of longevity will be paid once a year in June.

13. Other Compensation - Extra Money

- A. Any member of the Wayland Food Service Association who supervises a kitchen beyond the required program is to be compensated at a rate of time and one-half of the member's hourly wage or \$23.00 per hour, whichever is greater. A minimum of three (3) hours is required. The employee must be ServSafe certified.

- B. Catering work to be performed beyond the regular work day shall be offered to employees on a voluntary basis as follows:

The Food Service Director shall notify managers of the need for catering services. Preference shall be given first to those employees permanently assigned to the building in which the catering is to be done, or, in the case of catering to a location not in a school building, to “floating” employees who are not permanently assigned to any one building. If no such employees volunteer, then the work shall be offered to permanent employees in other buildings, and then to substitute or other temporary employees.

14. Bank Deposits

- A. Employees wishing to be considered for the responsibility of bank deposits should contact the Manager in writing and so specify. These jobs are opened only when the person who has been responsible for them decides not to continue or if the Food Service Director determines that the job has been performed in an unsatisfactory manner.
- B. Bank deposits must be done every day that school is in session.
- C. A stipend of \$360 per year will be paid for elementary school bank deposits, and a stipend of \$470 per year will be paid for middle school and high school bank deposits. These stipends will be included in the employee’s biweekly paycheck.

15. Salary Information

- A. An employee’s annual salary is based on 179 school days. Annual salary rate is the rate per hour multiplied by the hours per day worked multiplied by 179 school days; or in the case of full-time employees who work twenty (20) or more hours per week, by 183 days (rate x hours x days). This is divided into 21 or 22 equal paychecks.
- B. An employee’s salary is subject to deductions which are required by law or regulation or have been so specified at the time of employment or by employee selection or so specified in this contract.
- C. Permanent employees who substitute for a Cook/Manager and perform all the duties of the Kitchen Manager for two (2) or more consecutive working days shall receive the Kitchen Manager’s rate of pay upon the second consecutive day and for any additional consecutive days substituting for the Kitchen Manager. The Kitchen Manager’s rate of pay that applies shall be at the same step as the employee’s permanent step on the wage scale.

D. Basic Hourly Wages:

Title of Position	2017-2018	2018-2019	2019-2020
Substitutes	13.35	13.65	13.96
Food Service Worker - Elementary and Middle Schools			
Step 1 (1st year)	13.35	13.65	13.96
Step 2 (2nd to 5th year)	15.53	15.88	16.23
Step 3 (6th to 10th year)	15.84	16.20	16.56
Step 4 (11th to 16th year)	16.73	17.10	17.49
Step 5 (17th and subsequent years)	17.57	17.97	18.37
Food Service Worker - High School			
Step 1 (1st year)	13.62	13.93	14.24
Step 2 (2nd to 5th year)	15.80	16.15	16.52
Step 3 (6th to 10th year)	16.11	16.47	16.84
Step 4 (11th to 16th year)	17.02	17.40	17.80
Step 5 (17th and subsequent years)	17.88	18.28	18.69
Elementary Kitchen Manager			
Step 1 (1st year)	15.91	16.27	16.64
Step 2 (2nd to 5th year)	18.15	18.56	18.98
Step 3 (6th to 10th year)	19.17	19.61	20.05
Step 4 (11th to 16th year)	20.07	20.53	20.99
Step 5 (17th and subsequent years)	21.07	21.55	22.03
High School Kitchen Manager			
Step 1 (1st year)	22.90	23.41	23.94
Step 2 (2nd to 5th year)	24.23	24.78	25.34
Step 3 (6th to 10th year)	25.41	25.98	26.56
Step 4 (11th to 16th year)	26.30	26.90	27.50
Step 5 (17th and subsequent years)	27.61	28.23	28.87
Middle School Kitchen Manager			
Step 1 (1st year)	19.40	19.84	20.29
Step 2 (2nd to 5th year)	21.19	21.67	22.16
Step 3 (6th to 10th year)	22.29	22.79	23.30
Step 4 (11th to 16th year)	23.19	23.71	24.24
Step 5 (17th and subsequent years)	24.35	24.90	25.46

16. Professional Development

- A. Employees who complete professional development that is five (5) or more hours beyond the hours required for their position will receive an additional ten cents (\$.10) per hour pay differential effective upon submission of documentation of successful completion of the professional development activities.
- B. All professional development activities must be approved by the Food Service Director prior to attending the professional development activities.
- C. The professional development pay differential is applicable to the school year in which the professional development takes place and does not carry over to subsequent school years.

17. Evaluations

- A. New employees will be hired on a sixty (60) working day probationary basis. Probationary employees will be evaluated after thirty (30) working days and again after sixty (60) working days.
- B. All non-probationary employees will be evaluated at least once each year.
- C. Employees will receive an annual evaluation report by June 30.
- D. Managers will evaluate the staff members assigned to their buildings. The Food Service Director will be the primary evaluator of the Kitchen Managers. Building principals will be contributing evaluators for all staff assigned to their building.

18. Termination of Employment

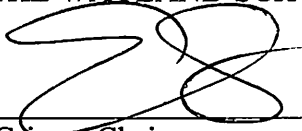
- A. In the event that the Superintendent of Schools determines that a reduction in the workforce is in the best interests of the Wayland Public Schools, the Food Service Director will recommend the non-re-employment or termination of employment of those individuals who have the least satisfactory performance evaluations over the most recent two (2) years.
- B. The School System reserves the right to dismiss any employee for any valid cause. Such dismissal will be based upon the evaluation and the recommendation of the Food Service Director and must be approved by the Superintendent of Schools.

19. Duration

A. This Agreement is effective from July 1, 2017, to June 30, 2020, or until such time as a successor Agreement has been negotiated.

This document constitutes the entire Agreement between the parties for the term hereof as to all matters subject to collective bargaining under the laws of the Commonwealth of Massachusetts. This agreement having been duly ratified, the parties hereto affix their signatures:

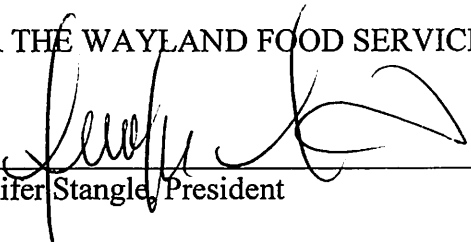
FOR THE WAYLAND SCHOOL COMMITTEE:



Ellen Grieco, Chairperson

1/2/18
Date

FOR THE WAYLAND FOOD SERVICE ASSOCIATION:



Jennifer Stangle, President

1/2/18
Date

JOB DESCRIPTION – ELEMENTARY KITCHEN MANAGER

QUALIFICATIONS:

- Have at least five (5) years' working experience in food service
- ServeSafe Certification
- Allergy Awareness Certification
- Heartsaver CPR Certification
- Be able to supervise employees
- Be qualified to do all types of quantity cooking
- Be knowledgeable of all food preparation
- Be knowledgeable of food service recordkeeping
- Be in good physical health
- Present a neat and clean appearance
- Be able to lift and reach a minimum of 30 lbs.
- Ability to send and receive emails

DUTIES:

Under the supervision of the Food Service Director, responsible for:

- Overseeing, instructing, and assisting in all food preparation
- Compliance with the HACCP program
- Weekly food ordering
- Monthly inventory reporting
- Working knowledge of the NutriKids POS
- Ensuring that all students with allergies or dietary restrictions are served safe food
- Ensuring all deliveries are checked in and signed for at your school
- Ensuring all stock is dated and rotated for timely usage
- Daily Meal Production Sheets/Temperature Sheets
- Weekly bank deposits and submission of stamped deposit slips
- Participation in staff development program as required (10 hours minimum)
- Check email on a daily basis

HOURS:

- Hours will range from 30 hours per week to 40 hours per week

Revised: 10/11/17

JOB DESCRIPTION – MIDDLE SCHOOL KITCHEN MANAGER

QUALIFICATIONS:

- Minimum of five (5) years' working experience in food services
- ServSafe Certification
- Allergy Awareness Certification
- Heartsaver CPR Certification
- Be able to supervise employees
- Be qualified to do all types of quantity cooking
- Be knowledgeable of all food preparation
- Be knowledgeable of food service recordkeeping
- Be in good physical health
- Present a neat and clean appearance
- Be able to lift and reach a minimum of 30 lbs.
- Ability to send and receive emails

DUTIES:

Under the supervision of the Food Service Director, responsible for:

- Overseeing, instructing, and assisting in all food preparation
- Compliance with the HACCP program
- Weekly food ordering for the Middle School
- Reporting monthly inventories for the Middle School
- Ensuring all deliveries are checked in and signed for
- Working knowledge of the NutriKids POS
- Preparation of Daily Meal Production Sheets/Temperature Sheets
- Preparation of Daily Income Sheets
- Daily bank deposits and submission of stamped deposit slips
- Participating in staff development programs, as required (10 hours minimum)
- Check email on a daily basis

HOURS:

- Hours will range from 35 hours per week to 40 hours per week as set by the Food Service Director

Revised: 10/11/17

JOB DESCRIPTION – HIGH SCHOOL KITCHEN MANAGER

QUALIFICATIONS:

- Minimum of five (5) years' working experience in food services
- ServSafe Certification
- Allergy Awareness Certification
- Heartsaver CPR Certification
- Be able to supervise employees
- Be qualified to do all types of quantity cooking
- Be knowledgeable of all food preparation
- Be knowledgeable of food service recordkeeping
- Be in good physical health
- Present a neat and clean appearance
- Be able to lift and reach a minimum of 30 lbs.
- Ability to send and receive emails

DUTIES:

Under the supervision of the Food Service Director, responsible for:

- Overseeing, instructing, and assisting in all food preparation
- Compliance with the HACCP program
- Weekly food ordering for the High School
- Reporting monthly inventories for the High School
- Ensuring all deliveries are checked in and signed for
- Ensuring all stock is dated and rotated for timely usage
- Working knowledge of the NutriKids POS
- Drafting of Monthly Lunch menu for High School
- Preparation of Daily Meal Production Sheets/Temperature Sheets
- Preparation of Daily Income Sheets
- Daily bank deposits and submission of stamped deposit slips
- Participating in staff development programs, as required (10 hours minimum)
- Check email on a daily basis

HOURS:

- Hours will range from 35 hours per week to 40 hours per week as set by the Food Service Director

In addition to the above, the High School Kitchen Manager will be required to do the following:

- Run an extensive a la carte program, separate from the daily lunch program
- Run a separate breakfast program daily
- Oversee catering requests for the district
- Set up and supervise the daily menu as specified, deli station, main menu, grab-n-go, grill and pizza station
- Oversee vending sales and maintain vending equipment

Revised: 10/11/17

JOB DESCRIPTION – FOOD SERVICE WORKER

QUALIFICATIONS:

- Be in good physical health
- Present a neat and clean appearance
- Be able to lift and reach a minimum of 30 lbs.
- ServSafe Certification desired
- Allergy Awareness Certification desired
- Heartsaver CPR certification desired
- Experience in food service is desirable, but not a necessity

DUTIES:

- Food Service Workers will be under the supervision of the manager of the kitchen
- Food Service Workers will rotate and be knowledgeable in the following:
 - Preparing raw and cooked foods
 - Preparing and heating foods to be served
 - Preparing salads
 - Proper serving
 - Sandwich making
 - Operate all equipment in kitchen
 - Know all set-ups required for lunch
 - Cashiering – working knowledge of NutriKids POS
 - Sanitation standards
 - Assist in all parts of daily clean-up
 - Location and use of fire equipment
 - Compliance with HACCP Program
 - Prepare foods, as needed, for students and staff with allergies or other dietary restrictions
 - Knowledge of nutrition standards in the National School Lunch Program
 - Knowledge of proper serving sizes
 - Knowledge of proper temperatures of food and equipment
 - Participation in staff development program as required (4 to 6 hours minimum)
- Food Service Workers will be expected to work cooperatively with supervisors, co-workers, students, teachers, and other staff members
- High School Food Service Workers will assist in all catering needs as required

HOURS:

- Hours will vary, depending upon the school to which the Food Service Worker is assigned. Hours will range from 15 hours per week to 35 hours per week.

Revised: 10/11/17

JOB DESCRIPTION – FOOD SERVICE WORKER: SALAD BAR/FLOATER

QUALIFICATIONS:

- Be in good physical health
- Present a neat and clean appearance
- Be able to lift and reach
- Be flexible with scheduling
- Experience in food service is desirable, but not a necessity

DUTIES:

- Salad Bar/Floater Food Service Workers will be under the supervision of the Kitchen Manager of the kitchen to which they are assigned
- Salad Bar/Floater Food Service Workers will rotate and be knowledgeable in the following:
 - Preparing raw and cooked foods
 - Compliance with HACCP Program
 - Preparing and heating foods to be served
 - Preparing simple desserts
 - Preparing salads of all types
 - Proper serving of all foods
 - Knowledgeable of all sandwich making
 - Operate all equipment in kitchen
 - Know all set-ups required for lunch
 - Cashiering
 - Sanitation standards
 - Assist in all parts of daily clean-up
 - Location and use of fire equipment
- Salad Bar/Floater Food Service Workers will be expected to perform the following tasks:
 - Prepare all food items for the salad bar
 - Set up and break down the salad bar
 - Work in different schools, as assigned, under the direction of each Kitchen Manager
 - Prepare food for functions, as needed at various times throughout the school year
- Salad Bar/Floater Food Service Workers will be expected to work cooperatively with supervisors, co-workers, students, teachers, and other staff members

HOURS:

- Hours will vary, depending upon the school to which the Salad Bar/Floater Food Service Worker is assigned. Hours will range from 20 hours per week to 35 hours per week.

JOB DESCRIPTION – SUBSTITUTE

- Substitutes are people who are hired to fill in when regular employees are absent
- Substitutes receive no benefits, except a free lunch on the days that they work
- Retired employees can be rehired as substitutes into the Food Service program as long as they do not exceed the maximum number of hours they are allowed to work under their pension plan. These employees will not assume any managerial positions but will work in the capacity of regular cafeteria employees