AGREEMENT

HAMILTON-WENHAM REGIONAL SCHOOL COMMITTEE
(HWRSC)

AND THE

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)
AFL-CIO, STATE COUNCIL 93, LOCAL 2905 - **FOOD SERVICE WORKERS**

JULY 1, 2024 - JUNE 30, 2027

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AGREEMENT

This Agreement entered into by the Hamilton-Wenham Regional School District Committee (hereinafter referred to as the "Committee") and American Federation of State, County and Municipal Employees, AFL-CIO, (Food Service Worker) State Council 93, Local 2905 (hereinafter referred to as the "Union").

PREAMBLE: INTENT AND PURPOSE

It is the intention of the parties hereto that this Agreement provide an orderly collective bargaining relationship between the Committee and the Union; the establishment of an equitable procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I: RECOGNITION

1.1 RECOGNITION

The Committee recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining respecting wages, hours, and other conditions of employment for all regular full- time and part-time Food Service Workers, but excluding all teachers, teaching assistants and office personnel employees, administrative employees and all other employees of the Committee.

1.2 DEFINITION

Unless otherwise indicated by the context, the term "employee" when used herein shall refer to any of the employees covered by this Agreement and whose entire salary and benefits are paid from the school department budget.

ARTICLE II: UNION DUES

2.1 UNION DUES

The Committee agrees to deduct Union dues from the salaries of members who authorize said deductions. It is the express intent of the parties that the provisions of this Article are subject to the following conditions:

a. The sum which represents such yearly dues shall annually be certified to the Superintendent no later than the first workday of the fiscal year in which the dues are to be deducted. No change may be made in the amount of the annual dues to be deducted subsequent to this date.

b. The member's authorization shall be in writing to the Superintendent and shall be valid until withdrawn. New authorizations must be submitted to the Superintendent by the second Friday of the fiscal year in order to be effective for that fiscal year; for new members hired during the year; new authorizations must be submitted to the Superintendent by the second Friday following the first day of employment. Withdrawal of authorization may be made by a member upon at least sixty (60) days' notice in writing of such withdrawal of authorization to the Superintendent (with a copy of said notice to the Union), except that a notice of withdrawal of authorization filed before the second Friday of the fiscal year shall cause no payroll deductions to be made from the member's salary during said fiscal year.

c. All members with valid authorization on the second Friday of the fiscal year are obligated for the entire amount of the annual Union dues. If a member leaves the system or withdraws this authorization before the entire amount of the annual dues have been deducted, the balance due will be deducted from the last paycheck prior to the effective day of the member leaving the system.

d. The Union agrees that it will indemnify and hold the Committee harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken in connection with the terms of this Article.

e. The provisions of this Article shall be subject to the requirements of Section 17C of Chapter 180 of the General Laws including the requirement that the District Treasurer shall be satisfied by such evidence as he/she may require that the Treasurer of the Union has given to the Union a bond, in a form approved by the Commissioner of Corporation of Taxation, for the faithful performance of his/her duties, in a sum and with such surety or sureties as are satisfactory to the District Treasurer.

ARTICLE III: RIGHTS OF EMPLOYEES

3.1 BULLETIN BOARD

The Committee shall provide space on one bulletin board per building to the Union provided that the use of such boards is restricted to notices of Union meetings and social events.

3.3 RESIGNATION

An employee covered under the terms of this policy must give fourteen (14) days' written notice of intent to resign. Such notice will be submitted in writing to the food service director with a copy to the Assistant Superintendent of Business and Finance.

3.4 RETIREMENT

Retirement shall be under the Essex County Retirement System. An employee must work a minimum twenty (20) hours to be initially eligible at which time participation in the Essex County Retirement System is mandatory. Questions regarding retirement benefits should be directed to the Business Office. Employees who work less than 20 hours per week are enrolled in the Social Security System.

3.5 PERSONNEL FILE

An employee shall have the right to review the contents of his/her personnel file.

ARTICLE IV: CONDITIONS OF EMPLOYMENT

4.1 LEGAL CONFLICT

Should any provisions of this Agreement be found by court order to be in violation of any applicable Federal or State Law, all other provisions of this Agreement shall remain in force and effect for the duration of this Agreement.

4.2 SUBSTITUTES

The Hamilton-Wenham Regional School District will do its best to develop a list of pre-qualified individuals who can be called upon on an as-needed basis to work when employees are out. The Committee shall keep a static job posting on the District Human Resources webpage. All substitutes will be compensated at step one (1).

4.3 ACCESS TO PREMISES

Only authorized representatives of the Union shall have reasonable access to the Committee's premises during normal day time business hours for the purpose of conferring with authorized representatives of the Committee or with the steward and/or employees in connection with the administration of this Agreement. Such representative shall make an appointment with the Superintendent or his/her designee in advance of such visits, indicating the nature of his/her business, the employees he/she wishes to see, and the approximate amount of time needed. Under no circumstances shall such discussions interfere with the completion of an employee's duties.

ARTICLE V: MANAGEMENT RIGHTS

5.1 MANAGEMENT RIGHTS

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest in the Committee's responsibility to the people of the Towns of Hamilton and Wenham for the quality of education in, and the efficient and economical operation of the Hamilton-Wenham Regional School District, it is herein agreed that, as to every matter expressly not covered by this Agreement and except as specifically and directly modified, amended, or abridged by express language in a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law or by the rules and regulations of any pertinent agency of the Commonwealth and may lawfully exercise the same at its discretion without such being made the subject of a grievance or unfair labor practice charge.

ARTICLE VI: WAGES, HOURS OF WORK, AND OVERTIME

6.1 FOOD SERVICE EMPLOYMENT CATEGORIES

a. 20 hours or more – full time
b. Less than 20 hours per week – part time
c. On call – substitute

6.2 HOURS OF WORK FOR FULL TIME FOOD SERVICE WORKERS

Work hours will vary, depending upon school and position assignment. Hours generally will range from 5:30 a.m. – 3:00 p.m., with most falling from 8:00 – 1:30. School assignments and hours are ***not*** guaranteed and may change as participation changes in each school within the District.

6.3 WORKDAYS

Full time (20+ hours) and part-time employees will be scheduled for all school days when breakfast and/or lunch is served based on the approved school calendar, plus the agreed upon holidays. Employees may be required to work one day during the week before school starts to clean and prepare the kitchen for opening. Employees will be paid for these additional hours at their regular hourly rate.

6.4 PAID, DUTY-FREE LUNCH

Employees who work less than six (6) hours per day may feel free to eat a meal without cost, on their own time. Time taken during the day for meals will be made up. Employees who work six (6) hours per day or more will be entitled to 20 minutes of paid time for a meal and may also be eat a meal without cost.

Employees may feel free to eat a meal from whatever foods are being served that day. Special meals will not be prepared. There will be no charge for food service employee's meals. Meals will *not* be eaten during breakfast and lunch serving hours, or at a serving or preparation area.

6.5 REST PERIODS

Employees who work four (4) hours or more daily are entitled to one paid 10-minute break for each 4-hour period worked.

6.6 WAGE RATE

Hourly wage rates in effect during the life of this Agreement are shown in Appendix A, "Schedule for Food Service Worker Salaries", which is attached to and made part of this Agreement. Salary is paid by the following formula: Number of hours scheduled per day multiplied by the hourly rate, multiplied by the number of days worked (plus holidays) per year, divided by 22 pay periods.

6.7 WEATHER-RELATED SCHOOL CLOSINGS

When school is closed due to inclement weather, food service staff will not be expected to work on the day but will make up the day at the end of the year. If there is a "delayed opening", staff must report to school as soon as conditions permit.

6.8 OVERTIME

Employees who are asked by their supervisor to work in excess of forty (40) hours in a work week will be compensated at one-and-one-half of their regular straight time rate. Overtime must be authorized by the Food Service Director. Reporting shall be on a Food Services Timesheet.

Employees will occasionally be asked to work after school hours to supervise a kitchen for a special function paid by an outside group. The salary rate will be at the one and one-half (1½) times the employee's regular hourly wage; on Sundays and holidays, the salary rate will be at twice the employee's hourly wage.

ARTICLE VII: COMPLAINT PROCEDURE

7.1 COMPLAINT PROCEDURE

In order to address, in a timely manner, problems and/or concerns regarding the workplace, a Food Service Worker who has an issue should first report his/her concern to the Building Administrator and/or the Director of Maintenance Facilities and Operations. If the issue remains unresolved, the Food Service Worker would then involve the Assistant Superintendent in an attempt to avoid the Grievance Process. If a satisfactory solution has not been reached within 10 days of the complaint, the Food Service Worker would need to initiate the Grievance Process.

ARTICLE VIII: GRIEVANCE AND ARBITRATION PROCEDURE

8.1 GRIEVANCE AND ARBITRATION PROCEDURE

The purpose of this Article is to establish a procedure for the settlement of disputes that may arise between the parties involving the interpretation and/or application of a specific provision of this Agreement. A "grievance" shall mean a complaint that as to an employee the Committee has interpreted and applied this Agreement in violation of a specific provision hereof. Except for grievances that are expressly excluded from the grievance procedure by other provisions of this Agreement, all grievances shall be handled as follows:

Step 1: The aggrieved employee shall first present the grievance in writing to the Principal of the building to which the employee is assigned within ten (10) working days following the event forming the basis for the grievance. A representative of the Union may be present at this meeting.

Step 2: If the matter is not settled as a result of the discussion with the Principal, the grievance shall be reduced to writing, citing the specific contract provisions alleged to have been violated, and presenting to the Assistant Superintendent within five (5) working days following the discussion with the Principal. The Assistant Superintendent shall hear the grievance within five (5) working days after the grievance has been presented at this step and shall respond in writing to the Union within ten (10) working days following such hearing.

Step 3: If the grievance is not settled at Step 2 it shall be presented, in writing, to the Superintendent of Schools within five (5) working days following receipt of the written response from the Assistant Superintendent. The Superintendent shall hear the grievance within ten (10) working days after the grievance has been presented at this step and shall respond in writing within ten (10) working days after the hearing.

Step 4: If the grievance is not settled at Step 3, it shall be presented to the Committee in writing at the next regular meeting of the Committee following receipt of the written response from the Superintendent. The Committee, or a duly appointed Subcommittee, shall hear the grievance within thirty (30) working days after the grievance has been presented at this step and shall respond in writing within fifteen (15) working days of having such hearing.

Step 5: If the grievance is not settled at Step 4, the Union may, within thirty (30) working days after receipt of the written response of the Committee, submit the grievance to arbitration by referring the matter to the American Arbitration Association for the selection of an arbitrator in accordance with the rules then obtaining of said Association applicable to voluntary labor arbitrations.

Any arbitration hereunder shall be conducted in accordance with the then current rules of the American Arbitration Association applicable to labor arbitrations, subject to the provisions of this Agreement. The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detraction from, any of the provisions of this Agreement. In reaching his/her decision, the arbitrator shall be subject to the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. The arbitrator may or may not make his/her award retroactive as the equities of the case may require. The decision of the arbitrator, if within the scope of his/her authority and power under this Agreement, shall be final and binding upon the Committee, the Union and the employee who initiated the grievance. The expense of the arbitrator's services and the proceedings shall be borne equally by the Committee and the Union.

8.2 TIME LIMITS

The time limits provided for in this Article are conditions precedent for the filing and processing of grievances under this Article. Any such time limit may be extended in a case by mutual agreement, provided such extension is set forth in writing and signed by the party for whose benefit the time limit was established. If it is not possible to refer the grievance at any step within the applicable time limits due to the absence of the appropriate representative of the Committee, the grievance may be referred to the next step. If a grievance is not referred to the next step in the grievance procedure within the applicable time limit it shall be considered as settled on the basis of the last answer given.

8.3 DISCHARGE

Any grievance involving the discharge of an employee may be presented initially at Step 2 within ten (10) working days following the notice of discharge.

ARTICLE IX: SENIORITY

9.1 DEFINITION

An employee's seniority shall be defined as being equal to his/her length of continuous employment by the Committee unbroken by and of the reasons specified in Section 9.4. Any period of continuous employment by the Hamilton-Wenham Regional School District Committee immediately preceding employment by the Committee shall be considered in computing an employee's seniority.

9.2 PROBATIONARY PERIOD

Newly hired or re-hired employees shall complete a probationary period of one (1) year. The district may discharge or lay off any employee, with or without just cause, at any time during this probationary period.

9.3 LAYOFF, TRANSFERS, PROMOTIONS, AND DEMOTION

a. If the Committee shall decide to lay off, transfer, or promote, demote employees, the Committee will make its decision on the basis of the employee's qualifications such as ability, experience, physical condition, training, skill and other relevant qualifications. When two (2) or more employees' qualifications are considered equal by the Committee, the Committee will then give preference to the employee with the greatest seniority.

b. Job Posting and Bidding: Whenever a vacancy in a bargaining unit position occurs, a notice of such vacancy shall be posted via email and online as far in advance of the appointment as is reasonably possible. Such notice shall set forth the building location, hours, and a brief description of the position. Any employees who wish to fill such vacancy shall notify the Assistant Superintendent within five (5) working days after notice of such vacancy is posted. Consideration shall be given to each employee who applies, except that the provisions of this subsection shall in no way limit the Committee's right to seek applicants from any other source.

9.4 LOSS OF SENIORITY

An employee shall lose his/her seniority if he/she:

a. quits or resigns

b. is discharged, terminated, or retired by the Committee

c. fails to report to work upon recall from a layoff immediately, if available, but in any event within seventy-two (72) hours after receipt of notice of recall; or

d. is absent from work for any reason, including layoff for a continuous period equal to his/her seniority, not to exceed one (1) year.

ARTICLE X: UNION REPRESENTATIVES & ACTIVITY

10.1 UNION REPRESENTATIVES

The Union may designate three (3) employees to serve as stewards and shall notify the Committee of their names and identify the buildings(s) each represents.

10.2 ACTIVITY

The Committee agrees to allow representatives of the American Federation of State, County, & Municipal Employees, AFL-CIO, State Council 93, Local 2905 to enter the school premises to confer with employees during lunch breaks or after work hours as long as care is used not to disrupt the work school schedule and approval is obtained in advance from the Superintendent or his/her designee.

ARTICLE XI: SICK LEAVE, SICK LEAVE BANK & 403(b) PLAN

11.1 SICK LEAVE

Employees will be provided fourteen (15) sick days per year. The policies established by the Hamilton-Wenham Regional School Committee, Massachusetts General Law and/or federal law for all employees shall be followed relative to Family Medical Leave, childbearing, paternity, religious, military, and unpaid leave.

11.2 SICK LEAVE GRANTED

Sick leave shall be granted only in the event of sickness or injury to an employee. In the event of sickness or injury, the Principal or Superintendent may require a physician's certificate as to such sickness or injury.

11.3 403(b)

Non-teaching employees have the opportunity to participate in 403b Tax Sheltered Annuity plans. The School Committee agrees to contribute to a matching 403b Plan in accordance with the following provisions.

A Food Service Worker who wishes to participate in the program must notify the **Assistant Superintendent of Business and Finance** in writing no later than **January 15th** preceding the first year of participation. The School Committee will match the first two hundred fifty ($250.00) contributed by each employee. The School Committee will not be responsible for any administrative costs relating to this program and the only legal responsibility related to the 403b Plan will be to transmit the contribution to the appropriate vendor or vendors.

ARTICLE XIV: CLOTHING ALLOWANCE & APPROPRIATE ATTIRE

14.1 CLOTHING ALLOWANCE

An annual clothing allowance of $250 will be provided to all members starting in the 24-25 fiscal contract year. Members hired after January 1st in any given year will receive a prorated allowance of half of the current year allowance in their first year of employment. Payments will be made upon submission of original sales receipts in connection with the purchase of work clothing including pants, shoes, outerwear, etc. All requests for reimbursement must be submitted to the Business Office by June 1st of each year. Unused balances cannot be carried over from year to year.

14.2 APPROPRIATE ATTIRE

The District will provide each member with five (5) shirts annually that will be ordered by the start of school or within one month of beginning employment.

ARTICLE XV: PROFESSIONAL DEVELOPMENT & TRAINING

15.1 PD & TRAINING

Requests shall be submitted to the Food Service Director for approval: all training shall be directly related to the Food Service Worker's job description.

15.2 SAFETY & TRAINING

All members will participate in and successfully complete the training programs planned by the District in the areas of health & safety, SNA, serve safe, CPR cleaning, maintenance, equipment usage. The cost of all training programs will be borne by the District.

ARTICLE XVI: HOLIDAYS

16.1 PAID HOLIDAYS

The following legal holidays shall be observed as paid holidays for full time food service employees as part of their workdays

New Year's Day	Martin Luther King Day	President's Day
Labor Day	Indigenous People's Day	Veteran's Day
Patriot's Day	Memorial Day	Juneteenth*
Thanksgiving Day	Christmas Day	

*Please Note: Juneteenth is a holiday only when it falls within the food service worker's school working year. In the event Juneteenth becomes a holiday, payment for the day will be issued in the last paycheck for the year.

ARTICLE XVIII: LEAVES OF ABSENCE

The policies established by the Hamilton-Wenham Regional School Committee, Massachusetts General Law and/or federal law for all employees shall be followed relative to Family Medical Leave, childbearing, paternity, religious, military, and unpaid leave.

18.1 PERSONAL ILLNESS

a. Employees who work a minimum of twenty (20) hours per week on a regular basis are entitled to sick leave benefits. In the event of illness, employees are required to call their supervisor as soon as possible.

b. Sick days are to be allocated at the rate of one-and-one-half days per month (fifteen [15] days for school year employees) for the first year of employment cumulative to 180 days. In subsequent years, employees will be granted fifteen (15) days as of the first week worked in a new year. The Superintendent reserves the right to consider individual cases for the purposes of granting additional sick days for extraordinary circumstances.

c. Food Service personnel are reminded that many illnesses can be spread through food contact. Please consult your physician if this is a possibility. An employee who has been absent for 3 or more consecutive days may be required to submit a letter from a licensed physician indicating the extent of illness and expected length of absence.

d. Food Service employees are reminded that their attendance is essential to the successful operation of the department. Sick time usage will be monitored, and employees are encouraged to meet with the food service director regarding any circumstances which may result in excessive absenteeism.

18.2 BEREAVEMENT LEAVE

Up to five (5) extra days per year for death in the immediate household or immediate family member, or the death of another close significant person shall be granted. Notification of the need for such leave shall be made to the Superintendent.

18.3 JURY DUTY

The Committee agrees to pay any employee who is called to jury duty their regular pay for school days actually missed. Food Service Workers must furnish documentary evidence from the court demonstrating the dates on which they performed the duty. Failure to provide such documentary evidence will result in the absence being treated as an unapproved unpaid absence.

18.4 RELIGIOUS LEAVE

a. Each employee **may** be granted non-cumulative, paid leave for the purpose of attending to religious obligations. Such leave will not exceed three days per school year.

18.5 CHILDBEARING LEAVE

a. Pursuant to Massachusetts General Laws Chapter 149 section 105D, every female who has completed an initial probationary period of ninety (90) days in entitled to at leave eight (8) weeks' leave for the purpose of giving birth or adopting a child, provided she gives at least two (2) weeks notice of her expected departure and return dates.

b. Additionally, under the Family Medical Leave Act (FMLA), an employee who has completed one full year and worked a minimum of 1,250 hours over said year, shall be entitled to an additional four (4) weeks leave (for a total of twelve weeks' leave) beyond the eight weeks granted under M.G.L Chapter 149 section 105D for the purpose of giving birth or adopting a child.

c. During disability periods due to pregnancy or childbirth, an employee is eligible to use available accumulated sick leave as verified by a medical doctor.

d. Upon completion of a childbearing leave, the employee shall be restored to the position they held when their leave commenced, or to a substantially equivalent position.

18.6 UNPAID LEAVE

a. Any employee whose personal illness extends beyond the period compensated by sick leave will be granted a leave of absence without pay for up to six (6) months. Such requests must be made to the employee's immediate supervisor, with final approval granted by the Superintendent.

b. A leave of absence without pay for six (6) months will be granted for the purpose of caring for an ill spouse, parent, child, or sibling, as well as for other relative(s) provided he/she/they reside in the employee's household and who is/are dependent upon the employee for care. Such requests must be made to the employee's immediate supervisor, with final approval granted by the Superintendent.

18.7 MILITARY LEAVE

Any employee, who enlists or is drafted into the military service of the United States, or in an auxiliary corps connected therewith, is granted a leave of absence without pay. In accordance with MGL Chapter

708 of the Acts of 1941, of the Acts of 1943, Chapter 367 of the Acts of 1947, and the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA), members and former members of the U.S. armed forces (active and reserves) have the right to return to the position he/she held before military service. Upon written request to the Superintendent of Schools within five years (total) after the termination of such service, the employee shall be reinstated or reemployed in the same or similar office or position held by him/her at the time of enlistment or conscription, provided that if so required by the Superintendent of Schools, he/she files the certificate of a registered physician that he/she is not disabled or incapacitated from performing the duties of office or position. Upon his/her immediate return, his/her salary shall be the same he/she would have received have the period before his/her military service had been spent in the Hamilton-Wenham Regional School District.

a. Notice:
   The employee (or responsible officer from military unit) must give advance notice to the Superintendent before leaving for active duty. Notice can be oral or in writing, but one can best protect one's right by sending a letter by certified mail, or having the Superintendent sign a copy of the letter, acknowledging receipt.

b. Duration:
   The employee can be gone from his/her position for up to five years (total). Any absences from the HWRSD protected under previous law count towards the total. Most periodic and Special Reserve and National Guard training does not count towards the five-year total.

c. Prompt Return to Work:
   If the employee has been gone up to 30 days, the employee must report to the first workday which begins after safe travel time from the duty site plus eight hours to rest.

d. If the employee has been gone 31 to 180 days, the employee must apply in writing for work within fourteen (14) days after completing military service.

18.8 PERSONAL LEAVE

a. Each employee who works a minimum of a 20-hour week will be granted two (2) days' non-cumulative personal leave for the purpose of transacting or attending to imperative legal business, household, family, and other matters that cannot be attended to outside of working hours. Personal leave will not be granted to extend a vacation, weekend or holiday period.

b. Additional days may be granted upon the recommendation of the Director of Food Services and at the discretion of the Superintendent.

c. Except in instances of hardship, written requests for such leave will be made to the Director of Food Services at least 48 hours in advance with the reason for requesting such leave.

18.9 PATERNITY LEAVE

Requests for leave must be made to the Assistant Superintendent of Finance and Administration. delineating the number of days requested. Such leave will be unpaid unless the individual has available five (5) sick days for the current year. Paternity leave will be granted upon the recommendation of the principal and at the discretion of the superintendent.

ARTICLE XIX: HEALTH INSURANCE

19.1 HEALTH INSURANCE

a. Health Insurance: The parties agree to continue bargaining health insurance benefits (including FSA and HRAs), premium contribution rates, and plan design pursuant to M.G.L. c 32B, Section 19.

b. Food Service Workers s on unpaid leaves of absence may continue group insurance coverage as provided by the District to Food Service Workers by paying the full premium cost to the extent permitted by COBRA.

c. The District will offer a voluntary disability insurance program for which the District will incur no costs.

ARTICLE XX: STRIKES AND LOCKOUTS

20.1 STRIKES AND LOCKOUTS

During the term of this Agreement and any extension or renewal thereof, there shall be no strikes, walkouts, work stoppages, lockouts, picketing, banners, or advertisements of other interferences with the activities of the Committee.

20.2 VIOLATION

The Committee may impose disciplinary action, including discharge, upon any or all of the employees involved in a violation of this Article. Such action by the Committee shall not be subject to the grievance and arbitration provisions of this Agreement except as to the questions of whether or not the employees who were disciplined in fact participated in, encouraged, or were responsible for such violation.

Any violation of department policies or procedures will be subject to the following progressive disciplinary action procedures:

a. Verbal Council
b. Written Warning
c. Suspension with investigation and/or termination
d. Termination

ARTICLE XXI: PERFORMANCE EVALUATIONS

21.1 PERFORMANCE EVALUATIONS

The parties agree to develop a Food Service Worker Performance Evaluation by the end of the 24-25 school year that will include section 21.3 below.

21.2 NEW EMPLOYEES

Employees will be evaluated by the Director of Food and Nutrition Services with feedback from the kitchen supervisor. The evaluation is ongoing and is based on observations and the specific job description

requirements. Each employee will receive at least one formal written evaluation per year with a recommendation on their employment status for the following year. The evaluation will be completed by June 1 of each year.

21.3 IMPROVEMENT PLAN DETAILS

An Improvement Plan is for those Employees that have received an overall rating of "Needs Improvement" on their Annual Performance Review.

An employee on an Improvement Plan shall work with their Evaluator. The Evaluator is responsible for providing the employee with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.

The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the employee must complete to demonstrate improvement and the assistance to be provided to the employee by the District.

The Improvement Plan process shall include:

-Within ten (I 0) school days of notification to the Employee that the Employee is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Employee to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Employee.

-The Employee may request that a representative of the Union attend the meeting(s).

-The Union President will be informed that an Employee has been placed on an Improvement Plan and will be provided with the name of the Employee and the time of all meetings.

The Improvement Plan shall:

1. Define the improvement goals directly related to the performance standard(s), that must be improved.
2. Describe the activities and work products the Employee must complete as a means of improving performance.
3. Describe the assistance/resources, be it financial or otherwise, that the District will make available to the Employee; Articulate the measurable outcomes that will be accepted as evidence of improvement.
4. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s).
5. Identify the individuals assigned to assist the Employee which must include minimally the Supervising Evaluator; and
6. Include the signatures of the Employee and Evaluator.

A copy of the signed Plan shall be provided to the Employee. The Employee's signature indicates that the Employee received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

Decision on the Employee's status at the conclusion of the Improvement Plan. One of two decisions must be made at the conclusion of the Improvement Plan.

1. If the Evaluator determines that the Employee has not made substantial progress toward proficiency and that the Employee's practice remains at the level of unsatisfactory, the Evaluator

shall recommend to the Superintendent that the Employee be disciplined, up to and including termination from employment. If the employee disagrees with the recommendation to be disciplined, he/she has the right to follow the grievance procedure.

2. If the Evaluator determines that the Employee has made substantial progress toward proficiency the Evaluator shall recommend to the Superintendent that the Improvement Plan cease and indicate the completion in their file.

ARTICLE XXII: THE CONTRACT

This Agreement shall become effective as of the first day of July 2024 and remain in full force and effect until June 30, 2027, and thereafter from year to year unless terminated by notice in writing given to either party to the other on or before February 1st prior to the expiration of the above stated period or any subsequent year of the existence of the Agreement.

Agreed to this (insert date) by the Hamilton-Wenham Regional School District Committee by its chairperson and by the American Federation of State County and Municipal Employees (AFSCME) Local 2905 by its representative.

Dana Allara
Hamilton-Wenham Regional School Committee
Chair

Therese J. Cooper
Staff Representative
Council #93

APPENDIX A:

Schedule for Food Service Worker Salaries: 2024-2027

Food Service Department Salary Schedule

FY25 = New Bargaining Unit

FY26 = 2.50% COLA

FY27 = 2.50% COLA

Cafeteria Workers

Step	FY25	FY26	FY27
1	$ 17.50	$ 17.94	$ 18.39
2	$ 17.94	$ 18.39	$ 18.85
3	$ 18.39	$ 18.85	$ 19.32
4	$ 18.85	$ 19.32	$ 19.80
5	$ 19.32	$ 19.80	$ 20.30
6	$ 19.80	$ 20.30	$ 20.81
7	$ 20.30	$ 20.81	$ 21.33
8	$ 20.81	$ 21.33	$ 21.86
9	$ 21.33	$ 21.86	$ 22.41

Cafeteria Managers

FY25	FY26	FY27
$ 27.50	$ 28.19	$ 28.89

LONGEVITY:

Food Service employees with ten (10) years of continuous service will be eligible for longevity payments in accordance with the following schedule:

Ten (10) or more years but less than fifteen (15) years $250.00
Fifteen (15) or more years but less than twenty (20) years $350.00
Twenty (20) or more years $500.00

Payments to eligible employees shall be made on an annualized basis; that is, equal payments over a 22 payment period.

APPENDIX B

[Add evaluation form here]