

AGREEMENT BETWEEN
THE WILMINGTON SCHOOL COMMITTEE

AND

WILMINGTON SCHOOL CAFETERIA EMPLOYEES ASSOCIATION

July 1, 2023 through June 30, 2026

<u>ARTICLE</u>	<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
	Duration	1
	Preamble	1
I	Recognition	2
II	Grievance and Arbitration Procedure	2
III	Arbitration	3
IV	Wages	3
V	Seniority	3
VI	Vacancies	4
VII	Sick Leave	4
	Sick Leave Bank	5
VIII	Family Sick Leave	6
	Parental Leave of Absence	6
	FMLA Leave for Serious Health Condition	6
	Small Necessities Leave	7
IX	Bereavement Leave	7
X	Personal Leave	7
XI	Paid Holidays	8
XII	Cost of Immunization and Required Training	8
XIII	Attendance at Food Service Meetings	8
XIV	Overtime	8
XV	Substitutes	9
XVI	Longevity	9
XVII	Required Uniforms and Work Clothing	9
XVIII	Call Back Compensation	9
XIX	Delayed Opening / Delayed Opening Menu	9
XX	Savings Clause	10
XXI	Existing Benefits	10
XXII	Resolution of Differences by Peaceful Means	10
Appendix A	Salary Schedule	12
Appendix A	Categories	13
	Side Agreement	16

AGREEMENT BETWEEN

THE SCHOOL COMMITTEE OF THE TOWN OF WILMINGTON

AND

WILMINGTON SCHOOL CAFETERIA EMPLOYEES ASSOCIATION

DURATION

THIS AGREEMENT, entered into this first day of July, 2023, between the School Committee of the Town of Wilmington (hereinafter referred to as the Employer) and the Wilmington School Cafeteria Employees Association (hereinafter referred to as the Association), shall be effective July 1, 2023, through June 30, 2026.

PREAMBLE

It is the intention and purpose of the parties hereto that this AGREEMENT provide an orderly collective bargaining relationship between the Employer and The Association; 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 recognized that in addition to other functions and responsibilities, the Employer has and will retain the sole right and responsibility to direct the operation of the employees and in this connection to determine the methods, processes and work; and to select, hire and demote employees, including the right to make and apply rules and regulations of discipline, efficiency and safety.

It shall also have the right and responsibility to discharge or otherwise discipline any employees for just cause, to promote and transfer, and to lay off because of lack of work or other cause unless otherwise hereinafter provided.

Employees covered by this AGREEMENT shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity; to hold office in and/or participate in the management of the Association; to act in the capacity of Association representative; and to engage in other lawful Association and concerted activities for the purpose of collective bargaining or other mutual aid or protection, except that no official of the Town of Wilmington shall participate in the management of the Association or act as its representative if such activity would be incompatible with his official duties.

There shall be no solicitation of employees for Association membership or dues conducted upon the premises during working hours by the Association.

Neither the Employer nor the Association will discriminate against any employees covered by the AGREEMENT or applicant for employment because of race, color, creed, gender, national origin or disability.

ARTICLE I

RECOGNITION

Section 1 - The Employer recognizes the Association as the sole and exclusive collective bargaining representative for all regular cafeteria employees in the following categories: General Employees; Cook Manager, Elementary and Intermediate Schools; Cook Manager, High School and Middle School; Permanent, Full- and Part- Time Employees.

Section 2- Membership in Association

The Employer and the Association recognize the right of any employee to become or not to become a member of the Association and will not discourage, discriminate or in any other way interfere with the employee in the exercise of these rights.

ARTICLE II

GRIEVANCE AND ARBITRATION PROCEDURE

GRIEVANCE PROCEDURE: It is the declared objective of the parties to encourage prompt resolution of grievances. The parties recognize the importance of prompt and equitable disposition of any grievance at the lowest organizational level possible. An employee shall have the right to present a grievance and have it promptly considered on its merits.

A "grievance" shall mean a complaint that there has been a violation or misinterpretation of any provision of this AGREEMENT, or a disciplinary action such as demotion, suspension or separation.

Step 1 - An employee and/or his/her Association representative shall present a grievance in writing to the Administrator of Food Services within five (5) days after the act or condition which is the basis of the complaint. The employee and the Administrator of Food Services shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint.

Step 2 - If the grievance is not resolved by Step 1, the aggrieved employee or the association may appeal by forwarding the grievance, in writing, to the Superintendent of Schools within five (5) days after the employee has received the Step 1 decision. The appeal shall include:

- a. Name and Position of grievant(s);
- b. A statement of the grievance and the facts involved;
- c. The corrective action requested;
- d. Name of Association representative at Step 1, if any;
- e. Signature(s) of grievant(s) or Association representative.

The Superintendent of Schools shall arrange for a meeting with the aggrieved employee and his/her Association representative, if any. The aggrieved employee shall be present at the conference, except that said employee need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Superintendent of Schools is one of interpretation of a provision of this AGREEMENT, or of what is established policy or practice. The Superintendent of Schools shall issue his/her decision on the grievance as soon as possible, but not later than ten (10) days after receipt of the appeal.

Step 3 - If the grievance is not resolved by Step 2, the aggrieved employee or the Association may appeal by forwarding the appeal in writing to the School Committee within three (3) days after receiving the Step 2 decision. The School Committee shall issue a decision on the grievance as soon as possible, but not later than thirty (30) days after the scheduled meeting, whichever is later.

ARTICLE III

ARBITRATION

A grievance which was not resolved at Step 3 under the grievance procedure may be referred to arbitration. The notice shall be filed within thirty (30) days after denial of the grievance at Step 3 under the grievance procedure. It is understood and agreed that no grievance, dispute, misunderstanding or difference between the parties rise out of events which occurred prior to the execution of the AGREEMENT shall be submitted to arbitration under the provisions of this AGREEMENT.

It is further understood and agreed that no matters relating to the power and authority exclusively vested within the employer by statute shall be submitted to arbitration.

The decision of the arbitrator shall be supported by substantial evidence on the record as a whole and shall be final and conclusive and binding upon all employees, the employer and the Association. The arbitrator shall have no power to add to or subtract from or modify in any way the terms of this AGREEMENT; nor shall the arbitrator have jurisdiction in any case submitted to arbitration to effect in any way, directly or indirectly, by any decision or in any other manner, the right and responsibility of the Employer to direct its employees; the assignment of work to employees; the shift schedules and hours of work; the rules and regulations to be made or applied for discipline.

The party referring a grievance to arbitration shall have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony.

It is agreed that during the term of the AGREEMENT the arbitrator to whom the grievance shall be referred for a decision shall be selected by the Employer and the Association. If the parties fail to select an arbitrator, the grievance shall be presented to the American Arbitration Association for disposition. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

ARTICLE IV

WAGES

The Salary Schedule is set forth in Appendix A which is attached hereto and made a part of this AGREEMENT.

All employees of the Association shall be paid via direct deposit.

Employees shall have the option of being paid over twenty-one (21) or twenty-six (26) pay periods.

Employees participating in medical and/or other insurance benefits available to the Town unit may have the payments for such program(s) made through payroll deductions.

ARTICLE V

SENIORITY

The principle of seniority, merit and qualifications will be used as major factors in cases of promotion within the bargaining unit.

ARTICLE VI

VACANCIES

Vacancies, however resulting and caused, and including positions newly established or involving either changes or additions in duties which result in a higher rate of compensation shall be posted for five (5) days before a permanent appointment or assignment to the vacancy is made, so as to permit any employee to apply for said appointment or assignment in accordance with the priorities established pursuant to ARTICLE V, SENIORITY.

When filling available three (3) hour per day positions, the employer may employ part-time three (3) hour per day staff for less than five (5) days per week. This option can only be exercised if there are no qualified applicants who are willing to work five (5) days per week. Employees who work less than five (5) days per week will not be eligible for any benefits outlined in this contract, except for the Clothing Allowance.

It is the intention of the School Committee to fill any position which becomes vacant within thirty (30) days, when practicable, and when it is in the best interest of the school system to do so. This does not preclude the committee from exercising its right to abolish a position or its right to fill any position on a temporary basis.

ARTICLE VII

SICK LEAVE

Categories I and II employees shall be allowed twelve (12) days of paid sick leave annually, with unused sick leave accumulative to the number of days worked per contract year. Category III employees shall be allowed six (6) days of paid sick leave annually, with unused sick leave accumulative to the number of days worked per contract year. Category IV employees hired after July 1, 2014, shall be allowed four (4) days of paid sick leave annually, with unused sick leave accumulative to the number of days worked per contract year. Category IV employees hired after July 1, 1996, but before July 1, 2014, shall be allowed five (5) days of paid sick leave annually, with unused sick leave accumulative to the number of days worked per contract year.

Any unused sick leave upon retirement shall be fully reimbursable at the rate of fifteen dollars (\$15.00) a day up to a maximum of one hundred and eighty (180) days for all Category I, II, III, and IV employees.

Eligible cafeteria employees who desire to participate in this program will give preliminary notification to the Superintendent in writing by December 1st of the year prior to the calendar year in which they would intend to retire under the provisions of the Middlesex County Retirement Act. Final notification will be forwarded on or before June 1 of the same year.

At the beginning of the final year all accumulated sick leave (except that to be credited in the final year) shall be eliminated from their records and in lieu thereof, the annual salary of the individual concerned will be increased by fifteen dollars (\$15) for each day of sick leave surrendered.

A school cafeteria employee who has worked in Wilmington for twenty-five (25) years as of June 30 of the year in which he/she retires from the Wilmington School System shall be entitled to receive sick leave buyback at the rate of twenty dollars (\$20.00) per day rather than the normal rate of fifteen dollars (\$15) per day up to a maximum of one hundred and eighty (180) days.

Persons seeking this incentive pay must notify the School Department in writing by December 1st of the year prior to the calendar year in which they would intend to retire in order that appropriate funding may be arranged in that school year's budget.

If an employee retires during a school year due to illness or other unanticipated emergency, the benefit described above will be provided as stated above.

In the event the individual fails to retire under the provision of the Middlesex County Retirement Act immediately at the conclusion of the school year (unless prevented from doing so by death), the employee shall agree in writing to repay the Town of Wilmington the difference between the salary which was actually received under the provisions of this Section and that which the employees would have received had the employee not submitted the intention to retire, said amount to be deducted from the final paycheck(s) of the school year to the extent it is sufficient to cover that amount, and the employee's Sick Leave shall be restored in full.

SICK LEAVE BANK

Effective for the three-year term of this Agreement, a Sick Leave Bank will be established for use by qualified members whose sick leave accumulation is exhausted through serious prolonged illness and who require additional leave to make full recovery from an extended illness.

Effective with the 2020-2021 contract year, donations to the WSCEA Sick Bank by unit members will permanently cease. The current balance of the WSCEA sick bank is 57.5 days as of 5/2/23, and that balance is available for members' use using the established sick bank use process. Once that balance is depleted, the sick bank for the WSCEA will be eliminated.

Individuals shall not qualify for consideration of days from Sick Leave Bank unless they have accumulated at least twenty (20) days of sick leave (ten (10) for Category III and IV), as of the beginning of this school year, including the days granted this year (twelve (12) or six (6)), this only after three (3) years employment in the cafeteria system. Benefits (days) to any eligible employee shall not exceed twenty (20) ten (10) for Category III and IV) days. No additional days shall be extended during the same school year.

Sick Leave Bank days shall only be available after the infirm employee has exhausted his/her entire personal sick leave, both annual and accumulated.

Any sick leave granted under the provisions of this Article shall expire at the end of the applicable school year for the individual involved.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members. Two members shall be designated by the School Committee to serve at its discretion and two members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in administering the Bank and in determining eligibility and amount of leave.

- A. Adequate medical evidence of serious illness;
- B. Prior utilization of all eligible sick leave;
- C. Length of service in the Wilmington School System.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

No days may be withdrawn from the Sick Leave Bank for use for any other illness other than prolonged illness. Days may not be withdrawn to permit the individual to stay at home to care for other members of the family, and in no instance may days be withdrawn for the purposes of maternity.

ARTICLE VIII

FAMILY SICK LEAVE

Parental Leave of Absence

1. A parent leave of absence shall be granted upon request to any employee for the purpose of giving birth to and/or rearing a newly born infant. Further, a parental leave of absence shall be granted upon request to any qualifying employee for the purpose of the adoption, the foster placement, and/or rearing, of a newly adopted, or newly placed foster child seven (7) years or younger, or in the case of a child who is physically or mentally disabled, twenty-two (22) years or younger.

In order to qualify for the parental leave of absence:

- a. As soon as practicable after the female employee determines that she is pregnant, she shall inform the building principal.
- b. The employee must intend to return to work at the conclusion of the leave of absence.
- c. The employee shall notify the Superintendent, in writing, at least forty-five (45) school days prior to the probable date said leave or disability is to commence or as soon as is practicable. At the time of the notification, the employee shall select, in writing, one of the following options, if applicable:
 - (1) Extended leave without pay not to exceed one year beyond the school year in which the leave commenced. A female employee is entitled to use sick leave benefits for certified disability resulting from childbirth and recovery therefrom during the period of this leave. Up to the first twelve (12) weeks of such leave shall be considered leave pursuant to the Family Medical Leave Act (FMLA), if the employee is eligible for FMLA leave.
 - (2) Leave of twelve (12) weeks duration pursuant to the Family Medical Leave Act of 1993 (FMLA leave), depending upon the employee's eligibility. A female employee is entitled to use sick leave benefits for certified disability resulting from childbirth and recovery therefrom during the period of this leave. If the employee is not eligible for FMLA leave, but does not want an extended leave of absence, she is entitled to leave the length of her disability period, or eight (8) weeks leave pursuant to G.L.c.149, §105D.

FMLA Leave for Serious Health Condition

1. An eligible employee may be entitled to up to twelve (12) weeks of unpaid leave of absence per contract year due to his/her own serious health condition or the serious health condition of a member of his/her immediate family. Fact sheets from the Department of Labor, which describe the terms of this leave, are available from the Superintendent's office.
2. An eligible employee shall apply in writing for such leave at least four (4) weeks in advance of such leave, unless extenuating circumstances prevent such notice, in which case the employee shall provide as much notice as possible. As part of the application, the employee shall submit a Department of Labor certification of a health care provider. Copies of this form are available from the Superintendent's office.
3. While an employee is on approved FMLA leave, the Committee shall continue its contribution toward the employee's health insurance, if the employer is insured through the school department provided that the employee makes timely contributions toward the health

insurance premium.

4. The employee shall utilize all sick leave and vacation concurrently with the FMLA leave.
5. Prior to an employee's return from FMLA related to his/her own serious health condition, the Superintendent may require a fitness for duty certificate from the employee's health care provider.

Small Necessities Leave

An employee eligible for FMLA leave shall be entitled to up to twenty-four (24) hours of leave per contract year as provided by G.L.c.149, §52D; a copy of the law may be obtained from the Superintendent's office. When eligible employee takes such leave, such leave shall be deducted from personal leave.

ARTICLE IX

BEREAVEMENT LEAVE

Section 1 - A maximum of five (5) days leave with pay will be allowed generally at the time of death in the immediate family during the working school year for Categories I, II, III, and IV employees. This leave will be granted upon written notice to the Superintendent and a notation will be made in the personnel records of the name and relationship of the deceased. "Immediate family" is defined as: wife, husband, child, brother, sister, parents, parents-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, and any relative residing in the same household.

Section 2 - One (1) day's leave will be granted to categories I, II, III, and IV employees in the case of the death of other relatives or a close friend. The leave must be approved by the Superintendent and a notation will be made in the personnel records of the name and relationship of the deceased.

ARTICLE X

PERSONAL LEAVE

- 1) It is recognized by all that absences by regular employees from the cafeteria interrupt the normal foodservice process and must, therefore, be held to an absolute minimum.
- 2) Three (3) days of leave with pay may be granted to Full Time Employees and Supervisors at the Boutwell and Wildwood Early Childhood Centers and two (2) days of leave with pay may be granted to Part Time Employees for imperative personal business which could not effectively be conducted outside of school hours. This leave is non-cumulative. Employees will not work on the day before Thanksgiving.
- 3) Reasons for such leave must be submitted to the Superintendent of Schools in writing on the appropriate form as soon as possible and, whenever possible, not less than seventy-two (72) hours before the absence occurs. In no instance shall this be requested so as to extend a holiday or vacation.
- 4) If the Superintendent believes the purpose of the leave is not of a nature specified above requiring the absence of the employee during normal work hours, then he/she will decline to approve the payment for such leave. If the individual employee contests this decision, the employee may present the

matter through the grievance and arbitration procedure. In applying the above standard, the Superintendent shall not act in an arbitrary, capricious or inconsistent manner in the granting or denial for such leaves. In the event an individual contests the Superintendent's decision, the deduction shall not be made until that dispute has been resolved.

- 5) If an individual feels that the reason is so personal that the employee does not wish to place it in writing, the employee may contact the Superintendent directly and discuss only the general nature of the request. The Superintendent will then act on the request in accordance with the terms of this ARTICLE.
- 6) Nothing in this section shall preclude the Superintendent from granting additional personal leave without pay for reasons which he/she deems urgent. In such cases, deductions from salary shall be made on the basis of the daily per diem rate of the employee's annual salary for each such day.
- 7) These provisions for Personal Leave apply only to Categories I, II, III and IV employees.

**ARTICLE XI
PAID HOLIDAYS**

Categories I, II, III, and IV employees shall receive ten (10) paid holidays during the school year; namely Labor Day, Columbus Day, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving. Holiday pay will be paid in the first check following that holiday.

Categories I, II, III, and IV employees shall receive Juneteenth as a paid holiday if the holiday falls within the actual school year.

**ARTICLE XII
COST OF IMMUNIZATION AND REQUIRED TRAINING**

Whenever any employee is required by the EMPLOYER to obtain immunization shots, the EMPLOYER shall either (1) arrange for and provide such immunization at no cost to the employee, or (2) reimburse the employee for the actual cost of obtaining such immunization.

All staff covered under this agreement are required to be certified, within one year of initial hire, in a "Serv-Safe" course and the Heimlich maneuver. The costs of these courses will be borne by the Employer.

**ARTICLE XIII
ATTENDANCE AT FOOD SERVICE MEETINGS**

Permission to attend such meetings shall be granted each year subject to the approval of the Superintendent of Schools.

**ARTICLE XIV
OVERTIME**

Overtime, beyond regular working hours, for banquets and special programs and services shall be compensated at the rate of time and one half.

Managers required to attend meetings before and/or after regular working hours shall be paid at their regular rate of pay.

Employees, including managers required to attend meetings during regular working hours shall be replaced by substitutes.

**ARTICLE XV
SUBSTITUTES**

Patt-time staff is expected to fill in for full-time staff on an on-call basis and perform all functions of that position. The rate of pay will be at the same level if they need to fill-in for a full-time staff person.

A general worker, substituting for a cook manager, shall receive a manager's pay for a full day whenever the worker assumes the responsibility in the absence of the manager.

**ARTICLE XVI
LONGEVITY**

All employees in Categories I and II shall be compensated an additional \$300.00 for every five (5) years of continuous service in these categories. Longevity pay will be paid in one lump sum payment the first paycheck in September.

All employees in Categories III and IV shall be compensated an additional \$225.00 for every five (5) years of continuous service in these categories. Longevity pay will be paid in one lump sum payment the first paycheck in September. Employees in Category III and IV who transfer to Category I and II shall have their seniority transferred so that they will not lose such longevity pay.

**ARTICLE XVII
REQUIRED UNIFORMS AND WORK CLOTHING**

A uniform allowance of two hundred and seventy-five dollars (\$275) per year will be given to each cafeteria employee upon receiving receipt for approved items. All aprons, visors, and tops must be purchased through the Food Services Department and no more than three (3) pairs of sneakers will be reimbursed per year. Each year at least one shirt, one apron and pair of pants must be purchased. All employees will be provided, annually if needed, with one (1) fleece jacket that has the WPS logo and which is purchased by the Food Services Department. No sweaters, sweatshirts, etc. will be worn.

**ARTICLE XVIII
CALL BACK COMPENSATION**

When any employee is called in to work on scheduled school days which are canceled because of storm conditions or any other reason, the employee shall be compensated for time actually worked as overtime, with a minimum of two (2) hours of compensated time.

**ARTICLE XIX
DELAYED OPENING/DELAYED OPENING MENU**

For a school day with a delayed opening, full-time employees, at their discretion and as a matter of safety, may

report to work at a delayed start time no later than that which reflects the duration of the delay called for students and staff to report to their schools.

If there is a delayed opening in the school a change to the menu for that day may be made. This may include substituting pizza or sandwiches for the scheduled menu items.

ARTICLE XX

SAVINGS CLAUSE

- 1) If any provision of this AGREEMENT is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and substitute action shall be subject to appropriate consultation and negotiation with the Association.
- 2) In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this AGREEMENT shall continue in effect.

ARTICLE XXI

EXISTING BENEFITS

The rights and benefits provided for the Rules and Regulations of the School Committee shall continue in full force and effect for the duration of this AGREEMENT.

ARTICLE XXII

RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Association and the Employer agree that differences between the parties shall be settled by peaceful means as provided with this AGREEMENT. The Association, in consideration of the value of this AGREEMENT, and its terms and conditions, and the legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this AGREEMENT.

The Association and the Employer agree that each has had a right to bargain for any provision that they wished in this CONTRACT and each expressly waives the right to reopen the CONTRACT for any further demands or proposals that could have been made prior to the effective date of this CONTRACT and that the present CONTRACT constitutes a complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of the AGREEMENT.

IN WITNESS WHEREOF, the parties by their authorized representatives set their hands and seals on July 1, 2023.



CHAIR,
WILMINGTON SCHOOL
CAFETERIA EMPLOYEES
ASSOCIATION



CHAIR,
SCHOOL COMMITTEE OF
THE TOWN OF WILMINGTON

APPENDIX A
Wilmington Public Schools Wilmington, Massachusetts Wilmington
Cafeteria Workers

Salary Schedule
July 1, 2023 to June 30, 2026

Step	FY 24				FY 25				FY 26			
	Cat. I	Cat. II	Cat. III	Cat. IV	Cat. I	Cat. II	Cat. III	Cat. IV	Cat. I	Cat. II	Cat. III	Cat. IV
1	\$ 17.51	\$ 22.51	\$ 17.80	\$ 15.71	\$ 18.12	\$ 23.30	\$ 18.42	\$ 16.26	\$ 18.75	\$ 24.12	\$ 19.06	\$ 16.83
2	\$ 17.95	\$ 23.07	\$ 18.26	\$ 16.14	\$ 18.58	\$ 23.88	\$ 18.90	\$ 16.70	\$ 19.23	\$ 24.72	\$ 19.56	\$ 17.28
3	\$ 18.41	\$ 23.80	\$ 18.71	\$ 16.53	\$ 19.05	\$ 24.63	\$ 19.36	\$ 17.11	\$ 19.72	\$ 25.49	\$ 20.04	\$ 17.71
4	\$ 18.89	\$ 24.24	\$ 19.19	\$ 16.92	\$ 19.55	\$ 25.09	\$ 19.86	\$ 17.51	\$ 20.23	\$ 25.97	\$ 20.56	\$ 18.12
5	\$ 19.34	\$ 24.79	\$ 19.65	\$ 17.36	\$ 20.02	\$ 25.66	\$ 20.34	\$ 17.97	\$ 20.72	\$ 26.56	\$ 21.05	\$ 18.60
6	\$ 19.82	\$ 25.43	\$ 20.14	\$ 17.77	\$ 20.51	\$ 26.32	\$ 20.84	\$ 18.39	\$ 21.23	\$ 27.24	\$ 21.57	\$ 19.03
Year 9	\$ 20.02	\$ 25.68	\$ 20.35	\$ 17.95	\$ 20.72	\$ 26.58	\$ 21.06	\$ 18.58	\$ 21.45	\$ 27.51	\$ 21.80	\$ 19.23
Year 11	\$ 20.31	\$ 26.10	\$ 20.63	\$ 18.24	\$ 21.02	\$ 27.01	\$ 21.35	\$ 18.88	\$ 21.76	\$ 27.96	\$ 22.10	\$ 19.54
Year 14	\$ 20.57	\$ 26.43	\$ 20.92	\$ 18.47	\$ 21.29	\$ 27.36	\$ 21.65	\$ 19.12	\$ 22.04	\$ 28.32	\$ 22.41	\$ 19.79
Year 16	\$ 20.82	\$ 26.77	\$ 21.17	\$ 18.69	\$ 21.55	\$ 27.71	\$ 21.91	\$ 19.34	\$ 22.30	\$ 28.68	\$ 22.68	\$ 20.02
Year 18	\$ 21.03	\$ 27.04	\$ 21.39	\$ 18.88	\$ 21.77	\$ 27.99	\$ 22.14	\$ 19.54	\$ 22.53	\$ 28.97	\$ 22.91	\$ 20.22
Year 21	\$ 21.34	\$ 27.44	\$ 21.69	\$ 19.16	\$ 22.09	\$ 28.40	\$ 22.45	\$ 19.83	\$ 22.86	\$ 29.39	\$ 23.24	\$ 20.52
Year 23	\$ 21.55	\$ 27.72	\$ 21.91	\$ 19.33	\$ 22.30	\$ 28.69	\$ 22.68	\$ 20.01	\$ 23.08	\$ 29.69	\$ 23.47	\$ 20.71
Year 25	\$ 21.77	\$ 27.98	\$ 22.13	\$ 19.54	\$ 22.53	\$ 28.96	\$ 22.91	\$ 20.23	\$ 23.32	\$ 29.97	\$ 23.71	\$ 20.94
Subs	\$ 15.00				\$ 15.00				\$ 15.00			

APPENDIX A {continued}
Categories

Employees in Categories I, II, III and IV shall be paid over twenty-one (21) pay periods.

Each employee in Categories I, II, III, and IV shall have the option to be paid over twenty-one (21) pay periods.

Each employee in Categories I, II, III, and IV shall have the option to be paid over twenty-six (26) pay periods.

Any employee in Categories I, II, III or IV electing either payment option must give written notice of his/her choice to the Director of Administration and Finance by June 1 of the preceding school year. Each employee in these categories shall be paid in accordance with the option of his/her choice unless or until he/she notifies the Director of Administration and Finance in writing by June 1 of the preceding school year of his/her desire to change the opted method of payment.

Pay checks shall be payable every other Thursday, September through June.

A. Category I, General Employees

The work year is one hundred and eighty-three (183) days, which includes two days before and one day after the opening and closing of the school year and excludes the day before Thanksgiving. The workday shall be six (6) hours.

B. Category II, Cook Manager, Elementary, Intermediate School, High School and Middle School

The work year is one hundred and eighty-three (183) days, which includes two days before and one day after the opening and closing of the school year and excludes the day before Thanksgiving. The workday shall be six and one half (6 ½) hours per day. If banking cannot be done during the normal 6.5-hour day, Category II managers can put in for an additional ½ hour of pay on the days they must go to the bank. The Administrator of Food Services will be contacted when this occurs. The Cook Manager of the High School and Middle School shall be paid an additional sum of \$1,900 per year for the duration of the contract.

C. Category III, Supervisor

For Boutwell and Wildwood Category III Supervisors, the number of days worked will be one hundred and eighty-three (183) days. The exception being if employees are scheduled to attend a meeting during an early dismissal day, they will be paid for that time at their regular rate of pay.

The workday shall be four (4) hours per day. An additional one-half hour (1/2) may be added to the workday up to twice a week to expedite the accounting and delivery of money to the night deposit box/bank.

Employees in this category at the Wildwood and Boutwell schools will be paid at the Category II Managers rate of pay on the Wilmington Cafeteria Workers Salary Schedule. These employees will be allowed six (6) days of paid sick leave annually, with unused sick leave accumulative to ninety (90) days.

D. Category IV, Permanent Part-Time Employees

The work year is one hundred and eighty-one (181) days, the days the cafeteria is in operation and one day prior to the start of the school year, provided that if a Category IV employee substitutes for a General Employee (Category I), such employee shall be paid their current Step placement at the rate in Category I.

The employees in this category at the High School do not work during the two (2) exam periods. This makes their working days one hundred seventy-five (175).

No Category IV employee works the day before Thanksgiving, unless specifically requested to do so. 13

Should the Permanent Part-time Employee be hired as a Category I, Category II, or Category III employee, the employee will be credited with one half (1/2) of their years of service in Category IV for Step placement in their new Category. (Example: 2 years Category IV = 1-year full time - Step 2 in the new Category).

E. Category V, Substitute Part-Time Employees

Each employee shall be paid per hour when called in to work.

F. Additional Provisions

The Cook Manager in the school where meals for the elderly are prepared will be compensated additionally at a rate of nine dollars (\$9.00) per day on days which lunches are served.

G. Senior Food Service Program Employee

Effective 7/1/21, the senior meal position will become a 4-hour position, with a work year of one hundred and eighty-one (181) days, paid on the Part-Time Category IV Salary Schedule for Part-Time Category IV benefits. If in the future the senior meals volume increase, the position's hours will be reevaluated. This position is only available as long as Wilmington Public Schools Food Services is supplying the Minuteman Senior Services with meals and will be eliminated if these services to Minuteman Senior Services cease. If these services cease, the employee who has this position will be offered the first available Part-Time Category IV position in the Wilmington Public School Food Service department.

H. CARES

All managers and/or supervisors who are required to provide CARES services will be paid one half (1/2) hour of his/her pay rate per day for this service. If the manager and/or supervisor is absent and another staff member provides CARES services for before and after school, that staff member will be paid one half (1/2) hour at the staff member's step in the manager's pay category.

I. Summer Programs

Employees that work any Food Services summer programs will be paid at the rate of \$16.00 per hour or their current rate but not higher than \$18.00 per hour for the duration of the contract.

Create a new position to manage/oversee all summer programs:

A position that manages all summer programs will be paid \$21.00 per hour. If the candidate is a current Wilmington Public School cafeteria worker, they will be paid \$21.00 per hour or their current hourly rate of pay, whichever is greater.

J. Voting

If school is cancelled at schools where voting occurs, employees at these schools will be allowed to work at their school or help in other schools as determined by the Food Services Administrator.

K. Training

As determined by the Administrator of Food Services, one day per contract year will be designated for training/professional development for all staff to participate. This day shall be paid at the employee's regular rate of pay. For part-time employees, this training/professional development day shall be four (4) hours. Any remaining training/professional development hours for full-time staff, supervisors, and managers, will be scheduled by the Administrator of Food Services. Offsite conferences will continue to be considered professional development. With prior approval from the Administrator of Food Services, a manager/supervisor will be paid for incremental hours above the regular workday used to attend a conference, applicable only to the active hours of the conference. Incremental travel time will not be compensated for. Any state- or federal-mandated training as required for municipal employees that cannot be completed during normal working days or during a training session scheduled by the Administrator of Food Services will be scheduled after working hours by the Administrator of Food Services and the time will be paid at the employee's regular rate of pay.

L. Deliveries

As needed, and with prior notice to the Administrator of Food Services, if a delivery arrives within 30 minutes of the end of the manager's or supervisor's workday, up to two (2) employees will be compensated

not to exceed one (1) hour past normal working hours for the purpose of receiving and putting away the delivery. A time sheet will be submitted for this extra time.

M. Transporting of Supplies

No food shall be transferred from school to school by food service workers unless the manager forgot to order something, and they need it before the next food delivery. Every effort will be made by managers to prevent this from occurring. Any transport of the item needed in this circumstance will be done by the requestor (either kitchen manager or supervisor), unless other mutually agreeable arrangements for transport have been made.

N. The above will be revisited if the School Committee/Department of Elementary and Secondary Education/State or Federal Government should decide that school meals will not be served during early dismissal/release days.

SIDE AGREEMENT

Food Storage Inventory

No food shall be delivered or stored at any Wilmington public school for any other school district.