

Cafeteria Workers Contractual Agreement
July 1, 2026 – June 30, 2028

ARTICLE I: RECOGNITION

- 1-1** The outlined working conditions and benefits described below shall be applied without regard to race, color, creed, sex, age, national origin, ancestry, religion or physical or mental disability, homelessness, sexual orientation or gender identity.
- 1-2** If any provision of these working conditions and benefits is found contrary to law from whose judgment no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereby. In such case, all other provisions of this Outline of Working Conditions and Benefits shall remain in effect.
- 1-3** It is understood at the onset that all school employees serve for the benefit of the student. The conditions outlined in this Agreement reflect that realization.

ARTICLE II: COMMITTEE RIGHTS

- 2-1** The School Committee is a public body established under and with the powers provided by the Laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed or construed to derogate from or impair any power, right, or duty conferred upon the Committee by law or any rule or regulation of any agency of the Commonwealth.
- 2-2** Except as is otherwise expressly outlined in this document, the determination of policy, the operation of the schools, and the direction of the working forces are vested exclusively in the Committee. The Committee retains its right to hire, assign, evaluate, reprimand and fire employees as it deems necessary.

ARTICLE III: WORKING CONDITIONS

3-1 Hours of Work

The regular work week of employees shall consist of the number of hours as determined by the Supervisor of the Lunch Program. The Supervisor of the Lunch Program or his/her designee has the option to reassign, on either a short term or long-term basis, any employee to another school if deemed necessary.

3-2 Days of Work

Employees will be expected to work each full-day of school when students are scheduled to attend. Employees may also be scheduled to work or attend in-service trainings on early release days or for special events if deemed necessary by the Supervisor of the Lunch Program. There shall be no provisions for holiday or vacation pay except as provided in section 3-3 of this agreement.

3-3 Full-time Cafeteria Employees will be paid for 181 school days. Employees will be paid a full day's pay for any snow days or early release days which occur during the school year. The following are considered paid holidays.

Labor Day	1 week at Christmas Break
Columbus Day	New Year's Day
Veteran's Day	Martin Luther King Day
½ Day Before Thanksgiving	Good Friday
Thanksgiving Day	Patriot's Day
Day After Thanksgiving	Memorial Day
Christmas	Juneteenth**

** Juneteenth (unless the holiday falls on a Saturday or after the end of the school year)

Should a regularly paid holiday fall on a Saturday or Sunday, employees will be paid for that holiday.

3-4 Longevity

3-4.1 After 10 years of service to the Webster School system, Full-time Cafeteria employees will be paid for the week of February vacation and the week of April vacations (4 days).

3-4.2 Full Time employees who have 5 years of service as of July 1 will receive a \$450.00 in FY 26 and a \$550.00 in FY 27 stipend in June and will continue at \$550.00 for the remainder of the contract.

3-5 Personal Time

Upon proper notification, each full-time cafeteria employee will be granted paid time off for personal reasons. Personal time shall not exceed 3 days in any school year and is not accumulative.

3-6 There shall be no provisions for holiday or vacation pay for part-time employees.

3-7 Evaluation

It is understood that annual job performance evaluations will be done by the school building principal/supervisor. These evaluations may take place in May of the academic year.

3-8 Multifactor Authentication:

*"Bargaining unit members will be required to use a two-step authentication system to access some district programs (email, grading, etc.). This can be achieved using a personal cell phone or a district-provided token. **"If the member loses or damages the device it will be replaced at no cost the first time, the cost of any subsequent replacement will be the responsibility of the unit member."***

ARTICLE IV: LEAVES OF ABSENCE

4-1 Sick Time

4-1.1 Part-time food service workers shall be credited with sick days at a rate of one-half day for each month of service

4-1.2 Part Time workers Sick days shall not accumulate beyond each school year. At the completion of each school year, Part Time food service workers shall be reimbursed, at their appropriate

rate, for all unused sick days. Unused sick leave shall not be reimbursable in any school year other than the one in which it was earned.

4-1.3 The Committee may require an employee to verify his/her illness by a physician's certificate after five (5) consecutive days absence

4-1.4 Full-time cafeteria employees shall be credited with sick days at a rate of one and one-half days for each month of service. Sick days shall accumulate to a total of one hundred twenty days. Four (4) Sick days may be used for immediate family illness

4-1.5 Retirement

Full time cafeteria workers, who have completed 15 years of service in the Webster Public Schools, shall upon death or retirement, be paid at their per diem rate, up to a maximum of \$100 per day, for 80% of unused sick days. Upon the death of an employee entitled to payment of unused sick leave, the allowance shall be paid to the beneficiary, or beneficiaries, to whom unpaid salary is payable. To receive reimbursement under this provision, cafeteria workers shall notify the Superintendent in writing 30 days prior to retirement. Such notification shall include the effective date of retirement. Sick leave shall accumulate to a total of (120) one hundred twenty days.

4-2 Funeral Leave

4-2.1 In the event of death in the immediate family of an employee, paid leave will be granted in the amount of three school days, beginning the day after death.

4-2.2 Immediate family shall include mother, father, husband, wife, daughter, son, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

4-2.3 One day of leave will be permitted on funeral day of brother-in-law or sister-in-law, Aunt or Uncle.

ARTICLE V: DISCIPLINE

Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

ARTICLE VI: DISCHARGE

While the employer adheres to the principle of progressive discipline, it reserves the right to terminate an employee for cause based upon the seriousness of the offense. The employee will be notified in writing of any suspension and/or discharge as a grievance. The employee shall have the right to take up the suspension and/or discharge as a grievance. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

ARTICLE VII: BENEFITS

7-1 Health Benefits

All food service employees regularly schedule to work in excess of twenty (20) hours per week shall receive such health benefits as the Town of Webster may provide for members of teaching staff. Health Benefits shall be provided in accordance with the Town's program as established via Chapter 32B.

- a. Any employee who elects to obtain health insurance other than through the Town of Webster shall receive a stipend of Five Hundred Dollars (\$500) each year of the contract. This provision applies to employees who opt not to receive Town insurance because their spouse or other family members obtain health insurance through the Town of Webster.

7-2 Clothing Allowance

School Committee agrees to a reimbursement of a clothing allowance, for the full-time cafeteria workers, not to exceed \$250.00, in accordance with the Dress Code listed in 7-2.1 below. Receipts must be submitted to the Director of Food Services for reimbursement.

7-2.1 Dress Code

- Clean White or Black pants wrinkle free
- White or Black Rubber Soled Shoes
- Hair net with all hair covered or School Approved hat
- Clean and well groomed
- Clean Apron Daily
- Complies with Serve Safe Requirements.

7-3 Training Programs

Cafeteria employees who are required to attend a training program during the year shall be compensated at their regular rate of pay plus any approved expenses incurred. On regularly scheduled half days, the full-time cafeteria staff may be required to stay on up to three (3) of those days for professional training at no additional costs.

7-4 Special Events

When Cafeteria personnel are called in to work a special event, (when students are not in regular session), cafeteria workers will receive payment of time and a half their hourly rate. A two-hour minimum will be charged regardless of the hours worked. These assignments will be offered on a rotating basis, for all personnel, whenever possible.

- 7-5** New employees will be given a sixty (60) day trial and training period. If at the end of this period, it is determined that the new employee is unable to perform the duties as required the new employee will be released from the position.

ARTICLE VIII: COMPENSATION

- 8-1** The compensation of each employee shall conform to the wage schedules in Appendix A which is attached hereto.

8-2 Replacement Pay

Any employee replacing another who is out for a prolonged absence, will receive the prevailing rate of pay for that position. A prolonged absence, will be defined as two weeks duration or longer.

8-3 Definition of Full-Time

Full-time employees will be defined as those scheduled on a regular basis for thirty (30) or more hours per week. Employees working less than 30 hours shall be given credit for service time at a proration of 50% that given to a full-time employee.

8-4 Proration

Cafeteria workers entering or leaving the system other than at the start or end of the school year shall have any compensation due them prorated by the appropriate amount of time worked.

ARTICLE IX: GRIEVANCE PROCEDURE

9-1 All grievances shall be reduced to writing and presented to the school, cafeteria manager within five (5) days of the infraction. The manager shall have five (5) school days to respond to said grievance.

9-2 If the grievant is still dissatisfied, a written appeal shall be submitted to the Supervisor of the Lunch Program within five (5) school days of receipt of the school manager's decision. The Supervisor of the Lunch Program shall have five (5) school days to respond to said grievance.

9-3 If still unsatisfied, the grievant may submit an appeal to the Superintendent of Schools within (5) school days of receipt of the decision of the Supervisor of the Lunch Program. The decision of the Superintendent shall be binding.

ARTICLE X: SCOPE OF WORKING PARAMETERS OUTLINED WITHIN

10-1 No addition to, alteration, modification, or waiver of any terms or provisions of this Agreement shall be valid, binding, or of any force or effect unless it is made in writing and executed by the Committee.

10-2 The failure, by the cafeteria staff, in one or more instances to observe or enforce any of the provisions of this outline shall not be construed to be a waiver of said provisions.

10-3 This Agreement shall become effective July 1, 2018 and shall remain in effect until modified by the Committee.

	2.5 %	3.5 %	3 %	3 %
	FY 25	FY 26	FY 27	FY 28
Managers	21.94	22.71	23.39	24.09
Cook	20.79	21.52	22.16	22.83
BIC Coordinator	17.94	18.57	19.12	19.70
Assistant Cook *	16.66	17.76	18.29	18.84
Café Workers	16.66	17.24	17.76	18.29
Food Service Driver	16.66	17.24	17.76	18.29
		*plus .50		

School Committee

Cafeteria Workers

Kelly Seditz	Tiffany Jacobowitz
Linda Miller	Jessica Buswanger
Laura Kuhn	Christine J. Esposito
	Diana Hirsch
	Marcella Bugher
	Tracey Easterlunck