

**AGREEMENT**

**THE NEEDHAM PUBLIC SCHOOLS**

**AND**

**THE NEEDHAM EDUCATION ASSOCIATION**

**UNIT E**

**CAFETERIA UNIT**

**July 1, 2023 – June 30, 2026**

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**NEEDHAM SCHOOL COMMITTEE  
AND THE  
NEEDHAM EDUCATION ASSOCIATION  
NUTRITION SERVICES STAFF/UNIT E**

**AGREEMENT**

This agreement is made by and between the School Committee of the Town of Needham (hereinafter referred to as the “Committee” or “Employer”) and the Needham Education Association (hereinafter referred to as the “Association”).

**ARTICLE 1  
RECOGNITION**

**Section 1**

The Employer recognizes the Association as the exclusive bargaining agent for all full-time and regular part-time cafeteria workers employed by the Needham Public Schools, but excluding all managerial, confidential, casual employees, substitutes, and all other school employees.

**Section 2**

Unless otherwise indicated, the term “employee” when used hereinafter in the Agreement shall refer to all employees in the bargaining unit as defined above.

**ARTICLE 2  
COMPLETE AGREEMENT**

**Section 1**

This agreement is a complete agreement between the parties covering all subjects of bargaining for the term hereof.

**Section 2**

The Committee shall not be under an obligation to negotiate with the Association any modifications or additions to this Agreement which are to become effective during the term hereof.

In the event that agreements are mutually reached on a voluntary basis between the Committee and the Association, they will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement.

**ARTICLE 3  
RIGHTS OF ASSOCIATION**

**Section 1**

Representation by the Association in the capacity of bargaining agent shall be available to all employees. No employee shall be required to join the Association or to pay a fee or dues as a condition of employment or to obtain such representation.

**Section 2**

The Committee agrees that, in accordance with the provisions of the General Laws of Massachusetts, it will request the Town Treasurer to deduct membership dues from the salaries of employees who have voluntarily submitted a written authorization.

The amount so deducted will be remitted in accordance with such authorization to the Needham Education Association for disbursement to the respective organizations, provided that the Committee shall be under no obligation to make any such deductions after the receipt of a revocation, in accordance with terms hereof.

Dues will be deducted in equal installments from each paycheck following receipt of written authorization.

**Section 3**

The Association will certify to the Committee in writing the current rate of membership dues and will give the Committee ninety (90) days written notice prior to the effective date of a change in the rate of its membership dues.

**Section 4**

The Association agrees to indemnify and hold harmless the Committee and/or Town for damages or other financial loss which they may be required to pay by an administrative agency or court of competent jurisdiction as a result of compliance with this Article.

**ARTICLE 4  
MANAGEMENT RIGHTS**

As to every matter not expressly covered by this Agreement, and except as expressly or directly modified by clear 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 and shall exercise the same without such exercise being made the subject of grievance or arbitration.

The Needham Public Schools does not discriminate against students, parents, employees or the general public on the basis of race, color, sex, homeless status, gender identity, religion, national origin, sexual orientation, disability or age. In addition to the protected classes identified and in regard to employment practices, the Needham Public Schools also does not discriminate based on genetic information, ancestry or status as a veteran.

## **ARTICLE 5 GRIEVANCES**

### **Section 1**

For the purpose of this Agreement, a grievance shall be defined as any complaint by an employee that the employee has been subject to violation, inequitable application, or misinterpretation of a specific provision of this Agreement.

### **Section 2**

The purpose of this procedure is to secure, at the lowest possible administrative level, resolution to grievances as defined above. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

### **Section 3**

Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment above level one and to state its views. If the employee so chooses, a representative of the Association may be present at level one. The grievant may not elect to have anyone other than the exclusive bargaining representative present or to represent him/her during the grievance/arbitration procedure without the express written consent of the Association.

### **Section 4**

No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of the Town of Needham for any employee involved in presenting such grievance.

### **Section 5**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. For grievances and arbitration time limits, "days" shall be defined as days within the work year for employees. The time limits specified may be extended only by mutual agreement. It is understood and agreed that no grievance, dispute, misunderstanding, or difference between parties arising out of the acts which occurred prior to the execution of this Agreement shall be submitted to the employer under the provisions of this Article. It is understood that any grievances pending at the conclusion of the contract will remain operative in the subsequent contract period unless settled in negotiations. An employee may contact the Association at any time prior to or during the grievance procedure.

### **Section 6**

If at the end of twenty (20) days following either the occurrence of the incident giving rise to the grievance or the date when the employee should reasonably have had the first

knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Level One as set forth below, the grievance shall be deemed to have been waived.

Level One An employee with a grievance will first present it in writing to the Director of Nutrition services (hereinafter referred to as the Director). Unless the parties mutually agree otherwise, a Level One grievance meeting will be held between the parties within five (5) days of receipt of the written grievance. The Director will respond in writing within five (5) days of the Level One meeting.

Level Two If the grievance is not satisfactorily resolved, the grievant has fifteen (15) days from the written response of the Director to file the grievance in writing with the Superintendent or designee. Unless the parties mutually agree otherwise, a Level Two grievance meeting will be held between the parties within (5) days of the receipt of the grievance by the Superintendent or designee. The Superintendent or designee will respond in writing within ten (10) days of the Level Two meeting.

If the grievance is not satisfactorily resolved, the Association has fifteen (15) working days from the written response of the Superintendent to give notice to the Superintendent that the grievance is being submitted to arbitration.

#### **Section 7**

A grievance not initiated within the time specified shall be deemed waived. Failure of the employee filing the grievance to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the Director of Nutrition Services or Superintendent to answer the grievance within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

#### **Section 8**

In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is possible.

#### **Section 9**

If there is a grievance which directly affects a group or class of employees, or is of a general nature, the Association may submit such a grievance in writing directly to the level of administration having the appropriate authority to resolve said grievance.

## **ARTICLE 6 ARBITRATION**

### **Section 1**

Either party may submit a grievance to arbitration by filing a request with the American Arbitration Association. The arbitrator will be selected under the provisions of the Voluntary Labor Arbitration Rules.

### **Section 2**

The fees of the American Arbitration Association and of the arbitrators and the expenses of any hearings shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representative, participants, witnesses, and for the preparation and presentation of its own case. The obligation of the Committee to pay shall be limited to the obligation which the Committee may legally undertake, and in no event shall any present or future member of the Committee or the administration have any personal obligation for payment under the provisions of this Contract.

### **Section 3**

The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/She shall arrive at his/her decision solely upon the facts, evidence, and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and the Association and shall be binding on the Committee, the Association, and the employee or group of employees who initiated the grievance.

### **Section 4**

Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

## **ARTICLE 7 CONTINUITY OF EMPLOYMENT**

### **Section 1**

In consideration of the terms of this Agreement and the legislation which engendered it, the Association and its members, individually and collectively, agree for the term hereof that they shall not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties, or other illegal activities against the Committee during the term of this Agreement.



**Section 2**

If the Association disclaims such activities publicly and in writing to the Committee and advises the individuals concerned that the activity is illegal and in violation of this Contract and instructs them to cease such activities, it will not be liable in any way therefore.

**Section 3**

Employees who participate in any such activities may be disciplined or discharged as the Superintendent in his/her judgment deems proper; said discipline shall be final and binding on the parties affected thereby and not subject to arbitration provided, however, that an issue of fact as to whether an individual has engaged in such activities may be made the subject of the grievance and arbitration procedure.

**ARTICLE 8  
PERSONNEL FILE AND DISCIPLINE**

**Section 1 - Personnel File**

Employees have the right, upon request, to review the contents of their personnel file. Excluded from this would be documents of a "confidential" nature received prior to employment. No item of a derogatory nature shall be added to an employee's personnel file unless a copy has first been provided to the employee.

**Section 2 - Discipline/Probationary Period**

The Committee shall not discharge or otherwise discipline an employee who has completed a probationary period without just cause. Such probationary period shall be ninety (90) workdays. The probationary period shall be extended by one day for each day absent from work.

**Section 3 - Complaints**

Any complaint regarding an employee from a parent, student, or other person requiring administrative action shall be promptly called to the attention of the employee before any administrative action is taken. This section will not be construed to prevent the administration from conducting an investigation before the complaint is brought to the attention of the employee.

**Section 4 - Representation**

In the course of reprimand or discipline by a member of the administration, the employee may request that a representative of the Association be present.

## ARTICLE 9 SALARIES

### Section 1 - Hourly Rate

All hourly rates will be increased by 2% on July 1, 2023.

All hourly rates will be increased by 2.25% on July 1, 2024.

All hourly rates will be increased by 2.25% on July 1, 2025.

### Section 2 - Longevity

Employees regularly scheduled to work twenty hours or more will receive the following longevity payments each year in September, at the conclusion of the benchmark year:

After 5 years \$525

After 10 years \$750

After 15 years \$975

After 20 years \$1,200 (maximum)

### Section 3 - Outside Detail (events where the kitchen is utilized by other than food service staff)

Employees who are assigned to work an outside detail outside normal school hours on Monday through Saturday will be paid for their time at the rate of \$20 per hour except that employees assigned to work the 11 pm to 7 am shift for an overnight event will be paid \$25 per hour. The rate for outside detail on Sunday is \$30 per hour. Outside detail pay will have a four-hour minimum on Saturday and Sunday, a two-hour minimum Monday – Friday if the event starts at or before 5:00 pm and a four-hour minimum Monday – Friday if the event starts after 5:00 pm.

The Nutrition Services Director or designee will send an email to all Unit E employees in the school hosting the event to secure coverage for the outside detail. If no school-based Unit E employee is available to accept the assignment, an email will be sent to all Unit E employees.

### Section 4 - Catering (circumstances in which nutrition services staff prepare food for events)

Employees who are assigned catering responsibilities on Monday through Friday that require time over and above regularly scheduled work time will be paid a \$2.00 per hour differential for the time worked in excess of scheduled work hours. The Director/designee, in consultation with the manager, will make the decision whether time is required in excess of regularly scheduled work time. Employees assigned to catering work on Saturday will be paid at a rate of time and one-half the employee's regular hourly rate. The Sunday rate will be double the employee's regular hourly rate. Catering pay will have a four-hour minimum on Saturdays and Sundays.

The Catering Coordinator shall be recognized as a minimum 15-hour employee and receive all the benefits thereof.

### Section 5 - Substitute Managers

An employee who is directed to serve as a manager on a temporary basis will receive a stipend of \$40 per day in addition to his/her regular daily wages if the assignment is for a

half-day or more. The stipend for serving as a manager on a temporary basis for less than a half day will be \$20.

An employee who is directed to serve as a manager on a temporary basis for longer than thirty (30) consecutive school days will receive after the thirtieth day an additional \$10 per day, bringing the daily stipend to \$50 per day.

**Section 6 – Paychecks**

All unit E members will be required to utilize direct deposit beginning in FY18. The Town reserves the right to discontinue the practice of issuing paper pay stubs at any time.

**Section 7 – Summer Pay**

Unit E members employed during the summer to staff extended school-year feeding programs will receive a \$1.50 wage differential for all hours worked. This wage differential shall not apply to work performed during the regular school year.

**Section 8 – Referral Bonus**

Effective July 1, 2023, Unit E members who refer a candidate to the Needham Public Schools for a vacancy in Unit E, which culminates in a successful hire (leads to that candidate being employed by the Needham Public Schools for a period of at least 90 calendar days) shall receive a \$300 referral bonus. This provision shall sunset on June 30, 2026.

**Section 9 – Salary Schedules**

Effective July 1, 2023, adopt the salary schedules provided in the Appendix to this Agreement. All members hired before July 1, 2023, shall be placed on the next step to which they otherwise would have been entitled on the appropriate classification of the new scale. Members hired on or after July 1 will be placed at the appropriate step of the new scale, commensurate with education and experience.

**ARTICLE 10  
HOURS, WORK YEAR**

**Section 1 - Work Year**

Nutrition Service Workers are guaranteed a minimum of 180 days of work per year. Cafeteria Managers are guaranteed a minimum of 182 days of work per year. Assistant Managers are guaranteed a minimum of 180 days of work. Additional work days may be required and assigned by the Director of Nutrition Services. As it may not be necessary to maintain a full complement of personnel at the High School after June 1, High School Nutrition Service Workers may make a written request for unpaid leave during the month of June (or part thereof), and may take unpaid leave if approved by the Director of Nutrition Services.

## **Section 2 – Early Release Day Schedule**

On scheduled early release days when lunch is not served, the Director of Nutrition Services will determine a schedule/plan for training, mandatory meetings, deep cleaning, and other projects as needed. The early release day schedule shall be posted no later than October 1 of each school year. The schedule will include days or partial days that the employee may take off without pay, with the prior approval of the Director.

## **Section 3 - Breaks**

Employees who are scheduled to work five (5) hours or more per day will receive a total of thirty (30) minutes of paid break per day. Employees working between four (4) hours but under five (5) hours per day will receive a paid fifteen (15) minute break. Employees working less than four (4) hours are not entitled to a paid break. Break times will be scheduled by the manager.

Work Hours	Paid Break Time
Fewer than 4 hours	0
4 hours but less than 5 hours	15 minutes
5 hours or more	30 minutes

## **Section 4 - School Cancellations**

Employees will not be expected to report to work on days when school is canceled due to weather conditions or other exigent circumstances and will not be paid for such.

## **Section 5 - Delayed Openings**

On days when the opening of school is delayed, employees are expected to report to work at the regular time. In the event weather conditions make it impossible for an employee to report for work at the regular time, the Director may, at his/her sole discretion, waive this requirement so long as the employee calls the Director between the hours of 7:00 and 7:30 a.m. to report the delayed arrival and the reasons therefor. Employees will be paid for the hours actually worked.

## **Section 6 - Meetings**

Occasionally, it may be necessary to hold a meeting of all employees to discuss matters of importance and/or concern. The Director may also call a meeting of all Managers. Attendance at these meetings is required, and an effort will be made to limit their number and duration.

## **Section 7 - Sanitation Training and Certification**

The Director of Nutrition Services may require that employees attend a sanitation course paid for by the Committee, and take an exam with a passing grade of 75 resulting in certification. Employees will be paid their regular hourly rate to attend such course. Passing the sanitation training is a requirement for continued employment. All Unit E employees are

required to pass the sanitation training by June 30, 2013. All new Unit E employees will have two years from the date of hire to pass the certification training for continued employment.

**Section 8 – Hours**

In no event shall employees work in excess of their assigned hours or 40 hours in a week except with approval in advance from the Director of Nutrition Services.

**Section 9 – Manager’s Hours**

The secondary cafeteria managers shall work 7.75 hours each day **which includes paid lunch**. The elementary **and the High Rock** cafeteria managers shall work 7.5 hours per day. **These hours include breakfast service and travel time at the end of the work day to transport funds and paperwork to the Nutrition Services Main Office. If there is a breakfast program at the High Rock School, the cafeteria manager may be assigned an additional 0.5 hours per day. Requirements for additional time to meet the needs of a school or program can be resolved at the discretion of the Director of Nutrition Services.**

**ARTICLE 11  
ASSIGNMENTS AND VACANCIES**

**Section 1**

The Employer has the sole authority for determining employee assignments. Whenever practical, employees will be informed of anticipated assignments for the following year by July 15. Such assignments are subject to change at any time.

**Section 2**

The Employer has the sole authority to transfer employees when it is deemed to be in the best interest of the department to do so. When involuntary transfers are necessary, the employee being involuntarily transferred will retain the number of hours previously assigned, so far as is reasonably practical.

**Section 3**

Employees who wish to request a transfer for the following school year must do so in writing prior to June 1. The Employer will respond in writing to the request when assignments are made pursuant to Article 11.1. In the event the Employer receives a request for transfer during the school year, the Employer will respond in writing within ten (10) school days of receipt.

**Section 4**

All vacancies will be posted in each building for at least five (5) consecutive days prior to filling the position. A vacancy is defined as:

A newly created position

A position that has been vacated due to retirement, resignation, dismissal, or voluntary transfer.

Consideration will be given to all applicants, including current employees and new applicants.

**Section 5**

When an employee is promoted into a higher-paid classification, that employee will be placed on the step in the higher-paid classification that provides an increase of no less than \$.25 per hour.

**Section 6 – Summer Work**

Unit E members employed during the school year will be given a ‘first hire’ option when filling positions for summer extended school year feeding programs. Open positions will be advertised internally before being made available to external candidates.

**ARTICLE 12  
HEALTH AND SAFETY**

The Committee will strive to provide employees with safe and healthful working conditions.

**ARTICLE 13  
LEAVES AND HOLIDAYS**

**Section 1 -Sick Leave**

All full-time employees (regularly scheduled to work twenty (20) hours or more per week) will accumulate sick leave at a rate of (1) day per month, or ten (10) days for each full year, of employment up to a maximum of seventy days. Employees who must be absent from work must call their respective manager before 8:00 am for the elementary schools and by 7:30 am for the secondary schools to report their absence. The Committee reserves the right to require a doctor’s note relating to fitness for duty or to verify eligibility for sick leave. A “day” consists of the hours regularly scheduled to work.

Sick leave is granted when an employee is incapacitated from performance of duties due to sickness or injury. Also, sick leave with pay may be granted in the case of a serious illness of a member of an individual’s immediate family (spouse, domestic partner, child, parent) which requires the attention of the employee, not to exceed ten (10) days of sick leave per year, unless otherwise approved by the Superintendent of Schools.

At the end of the school year, the employee may buy back days earned but not used during that school year at the actual rate of pay.

Any employee who resigns during the school year with thirty (30) days’ notice may also buy back sick leave earned during that year. For example, an employee who resigns as of December 31 would have earned four (4) days of sick leave and may buy them back on resignation so long as she has given thirty (30) days’ notice.

## **Section 2- Extended Personal Illness**

Any employee whose personal illness extends beyond the period compensated for above may be granted a leave of absence without pay or increment for up to a period of one year. Thereafter such leaves shall be subject to annual review.

## **Section 3- Personal Days**

Full-time employees (regularly scheduled to work twenty (20) hours or more per week) who have completed their probationary period shall be entitled to two (2) paid personal days each school year to attend to personal business which cannot reasonably be taken care of during non-working hours. Employees who have not completed their probationary period may be granted a personal day with the approval of the Director of Nutrition Services. Requests for such leave must be submitted in writing to the Director at least forty-eight (48) hours before the leave occurs. The Director, at his/her sole discretion, may waive this requirement in the event of an emergency. In no event will this leave be granted so as to extend a holiday or vacation, except in the case of unforeseen circumstances when approved by the Director. Personal days not used may accumulate to a maximum of four (4) days at the beginning of any school year.

## **Section 4 - Jury Duty**

An employee who is required to serve on jury duty shall be paid for his/her regularly scheduled work hours while serving. Per diem compensation received by the employee for jury duty on workdays will be returned to the town.

It is necessary to request a leave of absence for mandatory jury duty. The employee must state the duration of the jury duty in writing to the Assistant Superintendent for Human Resources, with a copy to the Superintendent or designee.

Employees are requested to attempt to reschedule jury duty, if possible, during non-school time.

## **Section 5- Bereavement Leave**

With the approval of the Superintendent of Schools, an employee will be allowed up to five (5) workdays without loss of pay in each case of death in the immediate family. The bereavement days must be taken within 60 calendar days of the death and if not taken consecutively, the days may only be taken in two (2) groups (*i.e.*, either 2 days and 3 days or 4 days and 1 day).

The term "immediate family" includes the employee's spouse, **domestic partner**, child, father, mother, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, or other person for whom the employee has primary responsibility for funeral arrangements.

The Superintendent may grant additional leave at his/her sole discretion upon request in those circumstances which he/she deems appropriate.

An absence of two (2) days may be granted in such cases with respect to the death of the grandparents or sibling of his/her spouse, **domestic partner**, or a permanent member of the employee's household. The Superintendent may grant time off at his/her sole discretion with pay for an employee to attend services with respect to the death of any other family member.

These provisions shall be administered in the light of their purpose, which is to provide opportunity, when needed, to enable an employee to attend the funeral or to attend to family or personal matters arising as a result of the death, and shall not be charged against sick leave.

**Section 6- Paid Holidays**

All full-time employees (regularly scheduled to work 20 hours or more per week) will be paid for the following 12 holidays, provided they work the scheduled workday immediately preceding and following the holiday and they are not on a leave of absence:

- |                                                    |                 |                  |
|----------------------------------------------------|-----------------|------------------|
| Columbus Day                                       | Veteran’s Day   | Thanksgiving Day |
| Day after Thanksgiving                             | Christmas Day   | New Year’s Day   |
| Martin Luther King Day                             | President’s Day | Patriot’s Day    |
| Memorial Day                                       | Good Friday     |                  |
| Rosh Hashanah or Yom Kippur, whichever falls first |                 |                  |

Labor Day will be an additional paid holiday in any year that employees are required to work before Labor Day.

**Section 7- Religious Holiday**

Insofar as the Needham School Committee's policies permit staff to be absent from work for religious reasons, full-time bargaining unit members who are required to be absent from work for religious reasons will be so permitted to use a personal day or take the day without pay. Requests for such absence shall be submitted in writing in advance to the Director of Nutrition Services.

**Section 8- Parental Leave**

Parental Leave in the Needham Public Schools supports all families. Any member may apply for parental leave of absence for the purpose of giving birth to and/or receiving a child. This applies to members receiving a child through adoption, surrogacy, fostering with the intent to adopt or court-ordered placement.

**Statutory Leave.** The School Committee shall grant a leave of absence for up to twelve (12) weeks in accordance with the provisions of General Laws Chapter 149, Section 105D and the Family Medical Leave Act (FMLA). It is expected that the member will give at least two (2) weeks written notice prior to the member’s anticipated date of departure.

Leaves under this article shall be granted in accordance with the applications of the FMLA. In the event of a dispute regarding the application of the FMLA, there will be no entitlement to arbitration if the matter is also pursued in another forum.

**Notice of Pregnancy.** The Superintendent of Schools will be notified in writing by the member no later than the beginning of the fourth month of pregnancy. Such notice will contain the approximate date on which the member intends to commence leave under this Article.



**Notice of Child Placement.** The Superintendent of Schools will be notified in writing by the adoptive or foster parent (member) requesting the leave as soon as practically possible, but at least thirty (30) days before the placement of the child. Members shall have access to their sick accrual for up to ten (10) days in a contract year to be designated as Parental Leave Days upon the arrival of a new child for which the member has an established and documented legal responsibility. These 10 days shall run concurrently with FMLA.

All leave taken under this article on Parental Leave will be taken within one (1) year of the birth, adoption or placement of a child. If not taken consecutively, the days may only be taken in two (2) parts.

**Extended Leave.** In the event that any member who has completed three (3) full years of satisfactory service in Needham desires a leave without pay longer than the twelve (12) weeks provided by statute, said member will make every effort to commence such extended leave at a time corresponding with the beginning of a semester or a vacation period or marking period. Such leave will expire on September 1 July 1 following the birth/arrival of a child. The date of anticipated return will be established with the Superintendent at the time the leave commences.

If medical problems develop beyond the control of the member, the date of anticipated return will, if requested by the member, be extended (subject to the limitations set forth above) to the applicable September 1 July 1 at which the member is medically capable of resuming regular duties. The member of the unit must notify the Superintendent in writing by January 15 in the calendar year in which the leave expires of the member's intention to return in September or the member's intention to resign from the school system. Failure to comply with this requirement will be considered a resignation. At the time of return, a doctor's certificate of good health must be presented upon request.

**Termination of Parental Leave.** In the event that a member desires to terminate Parental Leave, the member may make a written application for reinstatement prior to the previously established date for the termination of the leave. Such application shall be accompanied by a physician's statement of good health. Such reinstatement will be granted by the School Committee in the case that an acceptable vacancy exists.

**Salary Advancement.** A member returning from an extended leave under the provisions of this Article will be placed on the next step of the salary schedule if actively employed by the Needham Public Schools for more than ninety-one (91) school days in the school year in which the leave commenced. The member will be assigned to a position in a school where a vacancy occurs for which the member is qualified.

#### **Section 9- Extended Family Illness**

A leave of absence without pay or increment of up to one year may be granted at the discretion of the Superintendent for the purpose of caring for a member of the employee's

immediate family or person for whom the employee has primary responsibility who is seriously ill.

**Section 10- Military Leave**

The Committee will comply with all state and federal laws with respect to mandatory military leave of absence. In such instances when an employee is required to perform active duty training during the work year, s/he will be paid the difference between his/her regular pay for a two-week period and his/her certified military pay (assuming the latter is less).

**Section 11 – Vacation Days**

All full-time employees (regularly scheduled to work 20 hours or more per week) will be paid a total of 14 vacation days in the 2014-2015 school year and 14.5 vacation days in the 2016-2017 school year. Beginning in the 2017-2018 school year, full-time employees will be paid a total of 15 vacation days. Vacation days must be taken at the following times: the day before Thanksgiving (1) and during the school vacation weeks, (6 in December, 4 in February, and 4 in April).

Employees regularly scheduled to work 15-20 hours per week shall receive a pro-rata share of vacation days. A vacation day for employees who work less than 35 hours but more than 15 hours is equivalent to the number of hours they work per day. For example, an employee who works 20 hours a week over five days will work four hours per day. A vacation day for that employee is equivalent to four hours.

For purposes of vacation time, a “vacation day” shall be calculated at 1/5 (0.2) of the regularly-scheduled workweek hours.

**Section 12 – Earning of Vacation Days**

Vacation days are earned on the day the vacation is assigned.

**Section 13 – Scheduled Vacation Day Shortage**

If in any given year the school schedule does not provide enough vacation days as articulated in the contract, the Assistant Superintendent for Human Resources and NEA will meet to agree on the days that will be designated as a paid vacation day(s).

**ARTICLE 14  
OTHER BENEFITS**

**Section 1 - Insurance**

Group health insurance and life insurance will be made available to employees who are regularly scheduled to work a minimum of twenty hours per week under the same terms and conditions as other employees of the Town of Needham.

The HMO plans available to employees effective July 1, 2018 include the so-called Benchmark Plans and Qualified High Deductible Health Plans provided through West Suburban Health Group.

## **Section 2 - Uniforms**

Within the first 30 days of employment, each new employee will receive: 5 aprons, 1 hat, and 5 shirts with a logo. Employee will purchase pants and shoes which meet the dress code. Each employee will be given a \$500 allowance paid in two equal installments of \$250 through payroll in October and March to purchase the pants and shoes.

In subsequent years, each employee will receive by November 1: Up to 3 new aprons, up to 5 new logo shirts and 1 hat as needed (determined by the Director), and a \$500 allowance paid in two equal installments of \$250 in October and March for purchase of pants and shoes as needed, which meet the dress code.

Employees will comply at all times with the dress code as provided by the Director of Nutrition Services. Aprons will be returned upon termination of employment.

A small committee of Unit E employees will work with the Director of Nutrition Services to provide input on the selection of the shirts.

## **Section 3 - Retirement**

Employees who are regularly scheduled to work a minimum of twenty (20) hours per week are required to enroll in the Town's retirement system, under the same terms and conditions as other employees of the town of Needham.

In recognition of service to the Needham Public Schools, an employee who has completed ten (10) years of service may receive an increase in compensation in the final year of employment before retirement through purchasing unused sick time. Eligible employees who wish to participate in this program must notify the Director in writing ninety (90) days before the date on which they intend to resign for the purpose of retirement. Such notice shall be irrevocable. All accumulated sick leave will be eliminated from the employee's record, and the employee will receive additional compensation at the rate of 30% of his/her hourly wage per sick leave hour surrendered during the final year of payment.

## **Section 4 – Workers' Compensation**

In the event an employee is receiving Workers' Compensation payments, the employee may use his/her own sick leave to supplement such payments up to the amount of the employee's regular wages, to the extent such sick leave was accrued prior to the date of injury. An employee will not accrue sick leave and other benefits while he/she is receiving Workers' Compensation payments.

## **Section 5 – Disability Insurance**

The Town of Needham will assign a payroll deduction slot for employees to participate in the Massachusetts Teachers Association's disability insurance plan. The NEA will provide the premium amounts of the plan, along with the deduction authorizations for those employees who are eligible for and wish to participate in the plan.

**ARTICLE 15  
TRAVEL REIMBURSEMENT**

Employees who are required to use their vehicles in the performance of their duties shall receive reimbursement for mileage at the rate approved for other Town employees, so long as they submit such mileage on a monthly basis on a form approved by the Employer.

**ARTICLE 16  
PROFESSIONAL DEVELOPMENT**

**Section 1 – Participation**

All employees will participate in at least six hours of professional development related to the position in which they work. The six hours will take place during the work year and will be provided by the appropriate administrators. The administrators will consider input from employees in determining the topics for these sessions.

**Section 2 – Certification**

The School Nutrition Association (SNA) has a leveled certification program (level 1-3) which will benefit the district and the employees. Provided the employee submits and the Director of Nutrition Services approves a Professional Development Plan, and the employee submits copies of CEU certificates and other documentation when requesting payment, the following incentives will apply upon the award of the Level 1, Level 2, Level 3, Level 4 or Specialist Credential certification:

	<b>Level 1 (Begins FY 15)</b>	<b>Level 2 (New in SNA July 2018. New in Unit E 2020-2023 Contract)</b>	<b>Level 3 (old level 2)</b>	<b>Level 4 (old level 3)</b>	<b>SNS Credential School Nutrition Specialist</b>
<b>Training Hours Required</b>	16 hours ( 8 hr sanitation 8 hr nutrition)	Level 1 + 30 additional hours in specific areas	Level 2 + 40 additional hours in specific areas	Level 3 + additional 60 hours in specific areas	BA; or -Associates or 60 college semester hours plus 30 credits in School Food Service or 3 years experience as director/supervisor; and -One year of recent experience in school food service
<b>Paid by</b>	NSD Free		Up to \$100 NSD	Up to \$100 NSD	

<b>Annual CEU's for Certificate Renewal</b>	6 employee 8 manager NSD will provide training and pay for attendance at chapter meetings and may host department-wide training on early release days	8 employee 10 manager	10 employee 10 manager Employee/NSD NSD will pay for attendance at chapter meetings and may host department-wide training on early release days	12 employee 12 manager Employee/NSD NSD will pay for attendance at chapter meetings and may host department-wide training on early release days	N/A
<b>Paid by</b>					
<b>Application Fee</b>	\$18*	\$21*	\$23*	\$33*	Exam
<b>Annual renewal fee</b>	\$12*	\$13*	\$15*	\$17*	\$200* + Sitting Time NSD
<b>Paid by</b>	Employee	Employee	Employee		\$58* Employee
<b>SNA annual membership fee</b>	\$36* worker/ \$38* Manager	\$36* worker/\$38* Manager	\$36* worker, \$38* manager	\$36* worker, \$38* Manager	\$36* worker, \$38* Manager
<b>Paid by</b>	NSD	NSD	NSD	NSD	NSD
<b>One-time Incentive</b>	\$150	\$300	\$400	\$500	\$500
<b>Certification maintenance incentive</b>	\$50	\$100	\$150	\$150	\$150

\* Based on May 2020 School Nutrition Association Fees; subject to change by SNA.

This article will remain in effect until such time the SNA makes significant changes to the certification program at which time the article will be renegotiated.

**ARTICLE 17  
NOTICE OF RESIGNATION**

Employees will provide the Superintendent with thirty days written notice of resignation when leaving the employment of the Needham Public Schools.

**ARTICLE 18  
DURATION**

This Agreement shall become effective upon ratification by the Association and approval by the Committee. The contract shall remain in full force and effect until June 30, 2026.

This is a complete Agreement between the parties covering the period from July 1, 2023, to June 30, 2026.

**Article 19  
Supervision & Evaluation**

**Section 1**

The Managers shall have primary responsibility for supervision and evaluation of the cafeteria workers assigned to their schools. The Director of Nutrition Services and/or delegee shall serve as co-evaluator for all evaluations performed by the managers, and shall sign the employee's evaluation form.

**Section 2**

The Director of Nutrition Services and/or designee shall evaluate the managers.

**Section 3**

By June 30, 2024, a committee of three (3) NEA members and three (3) administrators will convene to revise and update the evaluation tool for Unit E for effectiveness and alignment with the Portrait of a Needham Educator. Once completed, the evaluation tool will be used for FY25 and FY26. No later than January 31, 2026, the School Committee (or designees) and NEA team will meet to review the committee's work and determine the new tool's efficacy for ratification in the following contract.

### Salary Charts Unit E

#### Salary Schedule July 2023 2.0% COLA

Classification	Grade	Days Per Year *	Hours Per Year **	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Cafeteria Workers	AW 1	210	1155	16.73	17.24	17.76	18.3	18.85	19.43	20.02	20.62	N/A	N/A
Cafeteria Workers Subs	AW 2	180											
Secondary Assistant Manager	AM 1	211	1160.5	21.68	22.33	23.01	23.7	24.41	25.15	25.9	26.69	N/A	N/A
Elementary Manager	AM 2	211	1582.5	22.57	23.24	23.93	24.65	25.38	26.14	27.15	28.23	28.97	N/A
High Rock Manager	AM 2	211	1507.5										
Secondary Manager	ZO 3	211	1635.3	26.08	27.1	28.16	29.27	30.41	31.6	32.85	33.82	34.98	N/A
<b>Step increases shall occur on July 1 of each year. Any employee who has not completed his/her probationary period as of July 1, will move to the next step upon completion of the probationary period.</b>													

<b>* Includes Holidays + Vacation Days, for Employees Scheduled to Work 20- Hours or More Per Week</b>									
<b>** Includes 30 Minute Paid Break For Employees Working 5 Hours or More Per Day</b>									
		Student	Additional	Revised		Paid	Hours	Paid	Hours
		Year	Per Diem	Holiday	Vac Day	Days	Per Day*	Break	Per Year
Employees @ 20+ Hours		180	2	13	15	210	5	0.5	1,155.00

Secondary Assistant Managers		180	3	13	15	211	5	0.5	1,160.50
Elementary Managers		180	3	13	15	211	7	0.5	1,582.50
High Rock Manager		180	3	13	15	211	7	0.5	1,507.50
Secondary Managers		180	3	13	15	211	7.25	0.5	1,635.30
* Inclusive of Paid Break									

**Salary Schedule July 2024  
2.25% COLA**

Classification	Grade	Days Per Year *	Hours Per Year **	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Cafeteria Workers	AW 1	210	1155	17.11	17.63	18.16	18.72	19.28	19.87	20.48	21.09	N/A	N/A
Cafeteria Workers Subs	AW 2	180											
Secondary Assistant Manager	AM 1	211	1160.5	22.17	22.84	23.53	24.24	24.96	25.72	26.49	27.3	N/A	N/A
Elementary Manager	AM 2	211	1582.5	23.08	23.77	24.47	25.21	25.96	26.73	27.77	28.87	29.63	N/A
High Rock Manager	AM 2	211	1507.5										
Secondary Manager	ZO 3	211	1635.3	26.67	27.71	28.8	29.93	31.1	32.32	33.59	34.59	35.77	N/A
<b><i>Step increases shall occur on July 1 of each year. Any employee who has not completed his/her probationary period as of July 1, will move to the next step upon completion of the probationary period.</i></b>													

* Includes Holidays + Vacation Days, for Employees Scheduled to Work 20- Hours or More Per Week
-------------------------------------------------------------------------------------------------



<b>** Includes 30 Minute Paid Break For Employees Working 5 Hours or More Per Day</b>									
		Student	Additional	Revised		Paid	Hours	Paid	Hours
		Year	Per Diem	Holiday	Vac Day	Days	Per Day*	Break	Per Year
Employees @ 20+ Hours		180	2	13	15	210	5	0.5	1,155.00
Secondary Assistant Managers		180	3	13	15	211	5	0.5	1,160.50
Elementary Managers		180	3	13	15	211	7	0.5	1,582.50
High Rock Manager		180	3	13	15	211	7	0.5	1,507.50
Secondary Managers		180	3	13	15	211	7.25	0.5	1,635.30
* Inclusive of Paid Break									

**Salary Schedule July 2025  
2.25% COLA**

Classification	Grade	Days Per Year *	Hours Per Year **	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Cafeteria Workers	AW 1	210	1155	17.5	18.03	18.57	19.15	19.72	20.32	20.95	21.57	N/A	N/A
Cafeteria Workers Subs	AW 2	180											
Secondary Assistant Manager	AM 1	211	1160.5	22.67	23.36	24.06	24.79	25.53	26.3	27.09	27.92	N/A	N/A
Elementary Manager	AM 2	211	1582.5	23.6	24.31	25.03	25.78	26.55	27.34	28.4	29.52	30.3	N/A
High Rock Manager	AM 2	211	1507.5										
Secondary Manager	ZO 3	211	1635.3	27.28	28.34	29.45	30.61	31.8	33.05	34.35	35.37	36.58	N/A



**Needham Public Schools  
Nutrition Services Department  
Employee Performance Assessment**

Employee Name: \_\_\_\_\_

School: \_\_\_\_\_ Position: \_\_\_\_\_

Schedule: Hrs/day:\_\_\_\_\_ Shift:\_\_\_\_\_ Time Period Evaluation Covers: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

**Explanation of Performance Ratings:**

**Exceptional** Performance consistently meets job requirements and exceeds them in some areas.

**Good** Performance consistently meets job requirements.

**Fair** Performance meets job requirements inconsistently. Improvement is required in some areas.

**Poor** Performance fails to meet position requirements.

Mark an X in appropriate box

Qualities and Comments	Exceptional	Good	Fair	Poor
<b>Quality of work</b> (knowledge of job, accuracy, neatness, thorough in work, money handling, equipment operation)				
<b>Productivity</b> (amount of work done in a given time)				
<b>Work habits</b> (takes initiative, complies with instructions, takes direction well, organized, works well without supervision)				
<b>Attendance and Punctuality</b> Within this evaluation period: Days absent_____ Days late_____ Days full schedule not worked_____				
<b>Sanitation and Safety</b> (observes sanitation standards, personal hygiene, works safely).				
Qualities and Comments	Exceptional	Good	Fair	Poor

<b>Attitude</b> (interest, enthusiasm, cooperation, pleasant personality and behavior)				
<b>Relationships with others</b> (deals effectively and respectfully with co-workers, faculty, staff, parents, students; cooperates with supervisors and fellow workers)				
<b>Personal Qualities</b> (stability under time pressure, appearance, judgment, flexibility and adaptability, sense of humor, loyalty)				
<b>Certifications</b> (Sanitation and professional development)				

**Overall Comments:**

**Goals for the next school year:**

**Recommended Action:**

- \_\_\_\_\_ Proceed to permanent status
- \_\_\_\_\_ Extend probation
- \_\_\_\_\_ Re-appoint
- \_\_\_\_\_ Do not reappoint

**Signatures:**

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

The employee signature acknowledges that the employee has read the document and does not imply agreement. The employee may respond in writing.

**Needham Public Schools  
Nutrition Services Department  
Manager Performance Assessment**

Employee Name: \_\_\_\_\_

School: \_\_\_\_\_ Position: Food Service Manager

Schedule: Hrs/day:\_\_\_\_\_ Shift:\_\_\_\_\_ Time Period Evaluation Covers: \_\_\_\_\_

**Explanation of Performance Ratings:**

**Exceptional** Performance consistently meets job requirements and exceeds them in some areas.

**Good** Performance consistently meets job requirements.

**Fair** Performance meets job requirements inconsistently. Improvement is required in some areas.

**Poor** Performance fails to meet position requirements.

Mark an X in appropriate box

Qualities and Comments	Exceptional	Good	Fair	Poor
<b>Quality of work</b> (knowledge of job, accuracy, neatness, thorough in work, money handling, equipment operation)				
<b>Productivity</b> (amount of work done in a given time)				
<b>Work habits</b> (takes initiative, complies with instructions, takes direction well, organized, works well without supervision)				
<b>Attendance and Punctuality</b> Within this evaluation period: Days absent_____ Days late_____				
Days full schedule not worked_____				
<b>Sanitation and Safety</b> (observes sanitation standards, personal hygiene, works safely).				
<b>Attitude</b> (interest, enthusiasm, cooperation, pleasant personality and behavior)				
<b>Personal Qualities</b> (stability under pressure, appearance, judgment, flexibility & adaptability, sense of humor, loyalty)				
<b>Attitude</b> (interest, enthusiasm, cooperation, pleasant personality and behavior)				
<b><u>MANAGERIAL RESPONSIBILITIES:</u></b>				

Qualities and Comments	Exceptional	Good	Fair	Poor
<b>Organization and Paperwork</b> (timely & accurate reports, cost control)				
<b>Culinary Expertise</b> (plans & follows menus and recipes, quality food preparation, meets department standards)				
<b>Policy Implementation and Problem Solving</b> (Implements policies, identify problems, produce appropriate solutions)				
<b>Personnel Supervision and Relationships with Others</b> (deals and cooperates effectively, fairly, and respectfully with administration, faculty, staff, parents, and students)				
<b>Certifications (Sanitation) and Professional Development</b>				

**Overall Comments:**

**Goals for the next school year:**

**Recommended Action:**

- \_\_\_\_\_ Proceed to permanent status
- \_\_\_\_\_ Extend probation
- \_\_\_\_\_ Re-appoint
- \_\_\_\_\_ Do not reappoint

**Signatures:**

Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Director: \_\_\_\_\_ Date: \_\_\_\_\_

The employee's signature acknowledges that the employee has read the document and does not imply agreement. The employee may respond in writing.

IN WITNESS WHEREOF, the parties have set their hand and seal by their duly authorized representative this fifth of December 2023.

**Needham School Committee**

DocuSigned by:  
*Andrea Longo-Carter*

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**Andrea Longo-Carter, SC Chair**

DocuSigned by:  
*Elizabeth Lee*

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**Elizabeth Lee, SC Vice-Chair**

DocuSigned by:  
*Connie Barr*

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**Connie Barr**

DocuSigned by:  
*Michael J Greis*

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**Michael Greis**

DocuSigned by:  
*Michael O'Brien*

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**Michael O'Brien**

DocuSigned by:  
*Alisa M. Skatrud*

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**Alisa Skatrud**

DocuSigned by:  
*Matthew Spengler*

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**Matthew Spengler**

**Needham Education Association**

DocuSigned by:  
*Michael Hirsh*

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**Michael Hirsh, Vice President**

DocuSigned by:  
*Jeanne Doucette*

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**Jeanne Doucette**

DocuSigned by:  
*Lillian Arce Buckley*

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**Lillian Arce Buckley**

DocuSigned by:  
*Edmund Stephen Farrell*

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**Edmund Stephen Farrell**

DocuSigned by:  
*Barbara Carroll-Conway*

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**Barbara Carroll-Conway**

DocuSigned by:  
*Tonya Grace*

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**Tonya Grace**

DocuSigned by:  
*Paula Theriault*

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**Paula Theriault**