

AGREEMENT

Between

THE SCHOOL COMMITTEE OF THE CITY OF WESTFIELD

and

THE WESTFIELD LUNCH ASSOCIATION

JULY 1, 2007 – JUNE 30, 2010

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ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made and entered into as of the 18th day of June, 2007, by and between the SCHOOL COMMITTEE OF THE CITY OF WESTFIELD, hereinafter called the COMMITTEE, and the WESTFIELD LUNCH ASSOCIATION, hereinafter called the ASSOCIATION.

In consideration of the mutual promises and covenants herein contained, the Parties do hereby agree as follows:

ARTICLE I RECOGNITION CLAUSE

The Committee recognizes the Association as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all helpers, and intermittent helpers. All non-management employees of the School Lunch Program shall be members of the Westfield School Lunch Association.

ARTICLE II COMMITTEE RIGHTS CLAUSE

The Parties agree that the operation of the School Department of Westfield, the supervision of the employees and of their work, are the rights of the Committee alone. Accordingly, subject to the provisions of this Agreement, the making of reasonable rules to ensure orderly and effective work; to determine the quantity and types of equipment to be used; to introduce new methods and facilities; the making of work schedules; the determination of what and where duties will be performed; and of employee competency; the hiring, transfer, promotion, demotion, lay-off, recall, discipline, or discharge of employees for just cause without discrimination; and the right to discuss terms and conditions of employment with the employees and to inform them concerning employment matters are exclusive rights of the Committee. These rights do not exclude other rights not listed herein or specifically limited herein.

ARTICLE III NO DISCRIMINATION CLAUSE

There shall be no discrimination by any agents of the Committee against any employee because of his activity or membership in the Association, nor because of race, creed, age, sex, national origin or marital status.

ARTICLE IV

SAVINGS CLAUSE

Any practice, precedent, condition, rule and regulation in effect on the date of the execution of this Agreement which has not been changed or eliminated by this Agreement shall remain in full force and effect during the life of this Agreement.

ARTICLE V GRIEVANCE COMMITTEE

SECTION 1

The Association shall have the right to appoint three (3) delegates who will be members of the bargaining unit. Their names shall be submitted to the Committee. Their duties shall be limited to representing the Association in the Grievance Procedure as hereinafter set forth.

SECTION 2

An employee who has the right by law or School Committee regulations to observe his personnel record or any part thereof, may, in writing, upon each occasion desired, authorize an officer of the Association to have access to her record. The Association officer, upon surrender of said written authorization to the Committee, shall be shown such records as defined herein.

SECTION 3

When the School Committee calls a grievance meeting which requires a delegate to be present during her scheduled hours of work, there shall be no loss of pay, vacation time, or the like, for attendance at such meeting.

ARTICLE VI GRIEVANCE PROCEDURE

SECTION 1

The purpose of this Article is to provide an orderly method for the settlement of a dispute between the Parties over the interpretation, application, or claimed violation of any of the provisions of this Agreement. Such dispute shall be defined as a grievance under this Agreement and must be presented promptly and be processed in accordance with the following steps, time limits and conditions herein set forth. Working days shall be defined as all days in which the School Administration offices are open. Time limits may be mutually extended by agreement of the Parties, in writing, if any Party is unavailable during the processing of a grievance.

The Parties agree that pending the raising, processing and settlement of a grievance, and during the term of this Agreement, there shall be no slowdown, withholding of services, stoppage or other interference with work or school operations as provided for in ARTICLE XXIV of this Agreement.

LEVEL ONE

The employee shall first take up his grievance with the director of the School Lunch Program and the Association Representative shall be given an opportunity to be present at a time to be fixed by the Director of the School Lunch Program.

If the grievance is not settled, it shall, within three (3) working days, thereafter, be set forth in writing, signed by the employee and given to the Director of the School Lunch Program, who shall, within three (3) working days after receipt thereof, give his written answer to the grievance.

LEVEL TWO

If the grievance is not settled in LEVEL ONE, the Association may appeal it by giving a written notice of such appeal, within five (5) working days after receipt of the immediate superior's written answer to the Superintendent of Schools, who shall discuss it with the Association Representative, at a time to be fixed by the Superintendent of Schools or his designated representative.

The Superintendent of Schools or his designated representative shall give his written answer to the grievance within five (5) working days after the close of the discussion.

LEVEL THREE

If the grievance is not settled in LEVEL TWO, the Association may appeal it by giving a written notice of such appeal, within seven (7) working days after receipt of the answer of the Superintendent of Schools or his designated representative, to the School Committee who shall discuss it with the Association Representative at a time to be fixed by the School Committee.

The School Committee shall give their written answer to the grievance within ten (10) working days after the close of the discussion.

SECTION 2

- A. The Parties agree to follow each of the foregoing steps in the processing of the grievances; and if at any step the School Committee's representative fails to give his written answer within the time therein set forth, the Association may appeal the grievance to the next step, at the expiration of such time limit.
- B. If the School Committee claims that the Association has violated any provision of this Agreement, it may present such claim to the Association, in writing, and, if the Parties fail to settle it, the School Committee may appeal it to arbitration in accordance with the arbitration clause hereinafter set forth.

- C. The settlement of a grievance in any case shall not be made retroactive for a period exceeding twenty (20) working days prior to the date the grievance was first presented in writing.

ARTICLE VII
ARBITRATION

A permanent panel of arbitrators has been agreed to. The panel is as follows:

Philip Dunn
Mark Irvings
Francis T. O'Brien

If the dispute or grievance is not settled in the foregoing steps of the grievance procedure and it involves the interpretation, application or claimed violation of any provision of this Agreement, then either Party may, upon written demand to the other Party, within ten (10) working days from the answer of either Party in the last step of the grievance procedure, submit said dispute or grievance to arbitration.

The arbitration shall proceed before one (1) of the three (3) agreed upon arbitrators, as provided in this Article. Said arbitrators are to be called in a rotating order whenever possible.

The arbitrator shall not have any authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement. The award shall be final and binding on the Parties and each Party shall bear the expenses of its witnesses and the fees of the arbitrator shall be borne equally by the Parties.

Pending the processing of the grievance and the award of the arbitrator, and during the term of this Agreement, there shall be no stoppage, slowdown, withholding of services or other interference with work.

ARTICLE VIII
CIVIL SERVICE

The Committee and the Association shall recognize and adhere to all Civil Service and State Labor Laws, rules and regulations relative to seniority, promotions, transfers, discharges, removals and suspension.

ARTICLE IX
SENIORITY

SECTION 1

Seniority is defined as length of service within the Westfield School System. Insofar as it does not conflict with Civil Service Rules and Regulations, seniority shall prevail in the preference of work assignments.

SECTION 2

When a job opening or a newly created position occurs, notification of the opening or newly created position shall be posted in each school cafeteria for not less than two (2) weeks prior to the closing date for applications. A permanent employee in the Westfield School Lunch Association has preference if she qualifies for the opening or newly created position.

It is further agreed between the Association and the Committee that when an employee is assigned or transferred to another position within the bargaining unit, such employee will be given a probationary period of thirty (30) working days. The Westfield School Lunch Supervisor shall have the sole discretion to determine whether or not the employee has successfully completed such probationary period.

SECTION 3

Employees who wish to be considered for the newly created position or job opening must make written application to the Westfield School Lunch Supervisor within the two (2) week posting period.

SECTION 4

Vacancies which may result from filling an opening by the above method will be filled at the same time as the first vacancy and will not be posted.

During a bidding session resulting from the filling of an opening by the above method:

- a.) Any employee may bid on any job opening for any permanent position.
- b.)** Any employee currently in a temporary position may bid on a temporary position only if that position is for more working hours than the position currently held.
- c.)** An employee currently in a temporary position who successfully bids for another temporary position may not bid on any other temporary position at the same bidding session.
- d.)** An employee not currently in a temporary position may bid on a temporary position only if that position is for an equal number of or more working hours than the employee's current permanent position.

SECTION 5

In the event an employee who has passed the required examination is called for an open position and refuses to take said open position, the next employee called in for said open position will automatically keep it.

SECTION 6

If a position requiring five (5) or more hours work per day becomes available because an employee is sick or disabled, and it appears that such employee will be absent for a reasonable period of time, then helpers working less hours will be offered the position of the disabled employee on the basis of system wide seniority before assigning a substitute to such job.

SECTION 7

Any promotions, layoffs or the like, wherein questions of seniority may get involved, will, in the event that two (2) or more employees have the same seniority date, be resolved by resorting to the first date of employment and, finally, by lottery.

ARTICLE X WORK WEEK AND HOURS OF WORK

SECTION 1

The Committee shall have the right to establish its work schedule provided, however, the hours shall be consecutive. Employees will be scheduled from two (2) to eight (8) hours per day, five (5) days per week.

SECTION 2

When a manager is absent, her replacement will receive beginning manager's pay during the period of such absence.

SECTION 3

No manager shall have the right to keep Provisional Employees waiting from day to day for a phone call. It is unfair to the employee because some other manager could use her.

SECTION 4

Employees who have their hours increased or reduced will receive a corresponding increase or reduction in pay based on their hourly rate of pay in existence at the time.

SECTION 5

Employees who report and perform work on emergency closing or snow days will be compensated for the full day.

ARTICLE XI OVERTIME

Overtime at the rate of time and one-half (1-1/2) will be paid on all hours over forty (40) hours per week. For employees who do not work in excess of forty (40) hours in a given week, overtime at the rate of time and one-half (1 ½), with a two (2) hour minimum, will be paid for any special food service functions that are not part of the regular school day. Sunday work performed will be compensated at a double time rate.

ARTICLE XII
WORK YEAR

All employees will be paid for all school days scheduled and worked each school year. The number of days to be paid in the school year will depend on the school calendar and will be communicated to the Association as soon as the calendar is determined.

ARTICLE XIII
HOLIDAYS

The following will be considered paid holidays for purposes of this Agreement, except as provided below:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Labor Day	

- * Employees who are hired or promoted to permanent part-time after September 1, 1993 and are scheduled for less than four (4) hours will not receive holiday pay, except for Thanksgiving Day provided they are otherwise eligible (work scheduled day before and after).

In order for an employee to be eligible for holiday pay, the employee must work the full regularly scheduled work day immediately prior to the holiday and the full regularly scheduled work day after the holiday, unless excused for a bona fide, legitimate reason acceptable to the Employer. For the purpose of this article, sick leave shall be computed as time worked accompanied by a doctor's note.

Employees working out of classification and/or an increased number of hours as a result of filling a posted position will receive holiday pay in accordance with their increased hours/rate of pay.

ARTICLE XIV
VACATIONS

Members of the Association shall be eligible for vacations as follows, except as provided below:

All permanent employees completing five (5) years of service shall be eligible for one (1) week's vacation.

All permanent employees completing eight (8) years of service shall be eligible for two (2) weeks' vacation.

All permanent employees completing ten (10) years of service shall be eligible for three (3) weeks' vacation.

Vacation pay shall be paid as follows: All employees eligible for three (3) weeks shall be paid one (1) week's pay in February, one (1) week in April and one (1) week at the end of the school year. Those eligible for two (2) weeks shall be paid one (1) week in April and the equivalent of one (1) week's pay at the end of the school year. Those employees eligible for one (1) week shall receive the equivalent of one (1) week's pay at the end of the school year. Vacation eligibility will be calculated as follows-Employees promoted to permanent part time on or before September 1 of a school year will have that year count towards their vacation entitlement. That employee shall be eligible for (1) one week for vacation pay after completing four (4) more school years, two (2) weeks pay after completing seven (7) more school years and three (3) weeks pay after nine (9) more school years. Vacation pay will be calculated at the current rate of pay and number of hours regularly scheduled.

Employees who are hired or promoted to permanent part-time after September 1, 1993 and are scheduled for less than four (4) hours per day will not receive vacation pay. Although employees are not eligible for vacation pay until working four (4) hours per day, they will accrue the time needed to qualify for vacation pay until working four (4) hours.

ARTICLE XV TUBERCULOSIS REPORTS AND X-RAYS

As required by Massachusetts Law, each employee, whose duties bring him into direct contact with students, shall file with the Superintendent during the course of employment a report, as required, verifying freedom from tuberculosis.

ARTICLE XVI LEAVES OF ABSENCE

SECTION 1 - Sick Leave

Sick leave days are essentially a form of insurance protection for the employees and are an inchoate right to compensation that does not vest in an employee until he or she has a bona fide sickness, preventing him or her from reporting for and performing his or her duties. Abuse of the provisions of this Article will subject an employee to disciplinary action, including discharge. All employees will be required to complete, in detail, an employee absence reporting form for each absence due to illness.

All employees shall continue to receive their regular compensation for absences from duty arising out of disability due to illness or personal injuries not covered by Workmen's Compensation, as follows:

All sick leave is to be accumulated at the rate of fifteen (15) days per school year, unlimited. Employees hired after the beginning of the school year will earn one and one-half (1 ½) days of sick leave per month through the end of the school year. At the beginning of the following school year they will receive fifteen (15) days up front.

SECTION 2

Whenever an employee is absent from school as a result of personal injury occurring out of, and in the course of, his employment, he will be paid his regular pay, less the amount he receives under Workmen's Compensation Insurance in accordance with the provisions of M.G.L. 152, Section 69, for a period not to exceed one (1) year.

In addition to the above, the employee shall receive the following further reimbursements:

- A. Any clothing or other wearing apparel damaged or destroyed in connection with such personal injury occurring in the course of his employment, less the amount of any insurance reimbursement; and
- B. The cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his employment.
- C. The Committee reserves the right to have an individual examined by a physician of their choosing at the School's expense after five (5) days of sick leave absence.
- D. In cases of merit, the Committee may allow sick leave beyond the above limits but its decision in this regard is not subject to the grievance procedure.

SECTION 3 - Bereavement

An employee shall be allowed up to three (3) days (five (5) days when there is a death of a spouse or child or parent) absence to arrange for and attend the funeral when there is a death in the immediate family. The Superintendent may grant up to three (3) days absence to an

employee for the death of an in law or friend in situations where the relationship was considered to be as close as in the immediate family. Absence in the above cases will not be charged against the employee's accumulated sick leave or vacation time. All employees shall be eligible for bereavement leave.

SECTION 4

The Superintendent may grant an employee one (1) day administrative leave per school year for necessary personal business. Employees who are hired or promoted to permanent part-time after September 1, 1993 and are scheduled for less than four (4) hours per day will not be eligible for a personal day. This will not be considered a vacation day or sick leave. It is strictly for personal business that unavoidably must be accomplished during a regular school day. This should be requested in writing with the reason. Any personal day not used in a given school year will be transferred to the individual member's sick leave accruals.

SECTION 5 - Association Business

The Association officers or designated employees shall be granted necessary time to conduct Association business during working hours. It shall not be subtracted from sick leave or vacation time. The Employer shall be notified in advance as to when these absences shall take place.

SECTION 6 - Unpaid Leave of Absence

The School Committee may grant an employee employed for one (1) year or more, a leave of absence, without pay, for a period not to exceed twelve (12) months for good cause, upon written request therefor, to the Superintendent of Schools, made at least thirty (30) working days prior to the requested commencement of the leave of absence, stating the reason for the period of time requested for such leave.

If the School Committee grants such leave of absence relying on the reason given, it shall give written approval thereof, setting forth the condition governing said leave of absence. An employee shall not be entitled to contractual benefits during said leave of absence.

The computation of seniority for a returning employee shall be computed in accordance with Civil Service, M.G.L. chapter 31. All benefits, including accumulated sick leave, will be restored to the employee upon return from leave. If the employee, in accordance with c.31, § 33, retains his/her seniority during said leave, the employee will be assigned to the same position which he/she held at the time his/her leave commenced, if available, or if not, to a substantially equivalent position. The position shall be defined as "available" if that position has not been abolished or substantially modified by the School Committee. If the employee's seniority is affected by such leave, he/she shall return to any vacant position in the unit or shall be placed in accordance with his/her position on the seniority list.

SECTION 7 - Family Illness

Two (2) days in a year may be allowed, subject to the approval of the Superintendent, or his designee in the event of serious illness of a spouse, child or parent; however, the total number of days available in any one (1) year to all employees under this section will be no more than the total number of employees working four (4) hours or more times one. All employees shall be eligible for family illness leave.

ARTICLE XVII
JURY DUTY

Absence for jury duty shall not count in calculating absence limitations under other sections. The salary paid by the Employer during such absence shall be at the regular rate less the fee paid by the courts for such jury duty.

ARTICLE XVIII
TEMPORARY VACANCIES OR ABSENCES

SECTION 1

The Westfield School Lunch Supervisor shall be responsible for the filling of temporary vacancies due to promotion, discharge, resignation, death, personal illness, family illness, vacation, or retirement.

ARTICLE XIX
IN-SERVICE TRAINING

In-service training meetings, classes and workshops may be held for all interested groups at varied times. Participation in the in-service activities, while on a voluntary basis, is recommended to all employees not only as a means of preparation for advancement but in order to attain professional attitude.

An employee or employees shall be reimbursed for travel and lodging when attending an educational conference, school, college or university by the School Lunch Revolving Fund.

ARTICLE XX
GROUP INSURANCE

Effective July 1, 2007 the parties agree that employees should contribute thirty percent (30%) of the HMO-Network Blue plan (individual or family), twenty percent (20%) for HMO Value Plus plan (individual or family), thirty-five percent (35%) for the HNE PPO plan (individual or family). Eligible employees who begin work on or after July 1, 2007 shall be offered two (2) options for health insurance: HNE PPO at the 65/35 percent split and HMO Value Plus at 80/20 percent split. The parties further agree that the percentage contribution will not be subject to further negotiations during the life of the agreement. A Trust account will be

established for employees on HMO Value Plus for reimbursement for hospitalization (up to five hundred dollars [\$500] for individual and one thousand dollars [\$1,000] for family), the amount to be established each fiscal year upon recommendation by the City's insurance consultant sufficient to meet this obligation.

ARTICLE XXI
RETIREMENT BENEFITS

SECTION 1

The Employer agrees to deduct the percentage of gross salary each week from the pay of each employee as authorized by the City and determined by an employee's date of original employment; said amount to be administered in accordance with retirement laws. The Association shall be notified of any change in percentage of deduction.

SECTION 2

- A. A cafeteria employee will upon retirement, or his/her estate upon death, be paid for unused accumulated sick leave up to a maximum of sixty-five (65) days. Should an employee have accumulated one hundred and eighty (180) days, he/she shall be paid for one hundred (100) days. Any employee who is contemplating retirement shall provide adequate advance notice (prior to January 1st) in advance of the budget year during which the monies are due to allow the School Department to adequately plan for payment of the benefit. Should the employee fail to provide adequate notice, the School Department reserves the right to defer payment of the benefit into the next fiscal year.
- B. He/she may, in lieu of the above, receive a salary adjustment for the last year before retirement of an amount equal to the amount he/she would have received under Paragraph A above, based on the salary payable at the time the School Committee accepts the application for retirement. This salary adjustment will not be considered as part of the annual salary for the year. In order to exercise this salary adjustment, the cafeteria employee will provide a one (1) year notice to the Superintendent.
- C. The rate of pay under this Article shall be based on the average hourly rate for the last year of employment multiplied by the average number of hours worked during the last three (3) completed years.

ARTICLE XXII
CREDIT UNION

Membership in the preferred Federal Credit Union for school employees will be open to all permanent employees, the payroll deductions to be made by the Employer from the regular weekly payroll.

ARTICLE XXIII
PAY SCHEDULE

Hourly rates of salaries for all employees is hereby attached, marked Exhibit A.

ARTICLE XXIV
NO-STRIKE PROVISION

During the term of this Agreement, the Parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, withholding of services, slowdowns, or interference of interruption of the operation of the School Department by any employees or the Association.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other employers or associations) who are not signatory Parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge, and any claim by either Party against the other of a violation of this Article shall be subject to arbitration, as provided for on Page 4 of this Agreement.

ARTICLE XXV
REDUCTION IN STAFF

SECTION 1

In the event it becomes necessary to reduce the number of employees in the bargaining unit, the School Committee, will effectuate a reduction by seniority, within classification. Seniority will be defined in accordance with the provisions of M.G.L. c. 31, § 33. (Civil Service Law). Classification shall be defined as: 1) manager, 2) helper, and 3) intermittent helper, and shall be ranked in that order of preference from highest to lowest. Each classification shall further be divided by hourly group for bumping purposes. The laid-off employee, or the employee whose position is eliminated shall:

- A. Be transferred to any open position within her classification with the same hours for which she is qualified; or
- B. Replace an employee with less seniority in her classification with the same hours whose job she has the ability and qualifications to perform satisfactorily. If there is no one with the same hours within the classification, she will replace the employee with the lowest seniority in the next lower hourly group within the same classification, provided she is more senior.

- C. If there is no employee with less seniority in her classification then such employee shall replace an employee with less seniority and the same hours and, if none, the employee with the lowest seniority in the next lower classification and hourly group, provided the person bumping is more senior.
- D. This procedure shall be repeated until the least senior employee in the lowest classification is replaced. Those remaining without positions will be laid off.
- E. For those employees who are tied by Civil Service seniority, the following tie breakers will be used:
 - 1) last starting date of continuous service with the Westfield Schools
 - 2) Civil Service examination score
- F. In the event of a reduction in force affecting the WCMA bargaining unit, a Cafeteria Manager, who is displaced as a result of a reduction in force, shall have the right to bump back into the WLA bargaining unit by displacing the least senior employee in the WLA bargaining unit at their previous classification. The Cafeteria Manager shall return to the Step he/she was on prior to leaving the WLA bargaining unit or the next step if he/she completed a full year at the prior step before leaving the WLA bargaining unit.

The Cafeteria Manager who was displaced shall have whatever WLA seniority he/she previously had restored to him/her and shall accrue additional seniority in the WLA as of the date of his/her accrued in the WCMA bargaining unit shall not apply.

The Cafeteria Manager who resumes working in the WLA shall maintain their overall (system-wide) seniority for purposes of vacation and longevity.

SECTION 2

It is understood between the Parties that this bumping procedure cannot be used for promotional purposes or to increase hours worked.

SECTION 3

Individuals laid off by classification will have, from the effective date of layoff, a one (1) year right of recall or longer if provided by Civil Service law, by seniority, for any openings in the classification for which they are qualified. The Committee will notify the laid off individuals within the recall period, by mail, or any openings for which they are qualified. Former cafeteria employees shall be given credit for all full-time and part-time prior service with the Westfield Schools providing they return to work within the recall period.

SECTION 4

All benefits, provided in accordance with seniority, to which a bargaining unit employee was entitled at the time of layoff, shall be restored upon re-employment, within the recall period as provided. Benefits earned must be on the same basis as employees of similar seniority status and subject to the same requirements.

SECTION 5

Laid off employees may continue group health and life insurance coverage during the recall period, as provided by the Committee to members of the bargaining unit, by reimbursing the City Treasurer for full premium costs, provided it is permissible under the conditions of the carrier. Failure to forward premium payments to the City Treasurer or refusal to return to employment upon recall will terminate this option.

SECTION 6

Bargaining unit employees on layoff will be given consideration for substitute work that they are qualified for and are available to perform at the rate of pay accorded any substitute employee.

SECTION 7

Recalls will be, by classification, in inverse order of the layoff, provided the employee then has the present qualifications, ability, skills, experience, and physical fitness to perform the work available.

ARTICLE XXVI

ZIPPER CLAUSE

The Parties acknowledge that during the negotiations that resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to re-open negotiations on any subject or matter covered by this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though the subject or matter may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement. However, this will not preclude the Parties from mutually agreeing to amend this Agreement at any time.

ARTICLE XXVII
VOIDABLE WAIVER

The waiver by either Party or provisions or requirements of this agreement shall not be deemed a waiver of such provisions or requirements for the future and shall not constitute a modification of this Agreement.

ARTICLE XXVIII
LONGEVITY PAY

Cafeteria employees who on September 1st of each year have completed the following number of complete years of service to the Westfield Schools will receive the following compensation:

15-19 years	\$250
20-24 years	\$375
25-29 years	\$475
30 or more years	\$525

Those eligible employees with anniversary dates from July 1 - December 31 will receive a lump sum payment in December, those with anniversary dates from January 1 - June 30 will receive a lump sum payment at the close of school for the summer.

ARTICLE XXIX
EVALUATION PROCEDURE

Each employee will be evaluated at least once annually by the Cafeteria Manager prior to March 31st. In addition, each employee shall receive at least one (1) evaluation during their probationary period. Each evaluation will include a follow-up conference between the employee and the supervisor. After conference, the employee shall sign the report within five (5) working days, at which time the evaluation will be placed in the employee's personnel file, and a copy provided to the employee.

ARTICLE XXX
REOPENER

The Parties agree to reopen negotiations upon the written request of either Party to this Agreement for the limited purpose of discussing any modifications to the Agreement to bring the contract into conformity with the Education Reform Act of 1993.

ARTICLE XXXI
DURATION OF CONTRACT

This Agreement shall continue in full force and effect from July 1, 2007 to June 30, 2010. The Parties agree that not later than April 1, 2010 they will enter into negotiations for a successor agreement to be effective on July 1, 2010. If negotiations for a successor agreement are not completed by July 1, 2010, the provisions of the Agreement will remain in full force and effect until said successor agreement is executed.

IN WITNESS WHEREOF, the Parties hereunto set their hands and seals as of the day and year first above written.

WESTFIELD SCHOOL COMMITTEE

WESTFIELD SCHOOL LUNCH
ASSOCIATION

By: _____

By: _____

EXHIBIT A

WAGES*

		<u>Effective 7/1/07</u>	<u>Effective 1/21/08</u>	<u>Effective 7/1/08</u>	<u>Effective 1/26/09</u>	<u>Effective 7/1/09</u>
<u>Helpers</u>	<u>Steps</u>					
	<u>1</u>	<u>11.40</u>	<u>11.40</u>	<u>11.63</u>	<u>11.75</u>	<u>12.10</u>
	<u>2</u>	<u>11.64</u>	<u>11.64</u>	<u>11.87</u>	<u>11.99</u>	<u>12.35</u>
	<u>3</u>	<u>11.88</u>	<u>11.88</u>	<u>12.12</u>	<u>12.24</u>	<u>12.61</u>
	<u>4</u>	<u>12.13</u>	<u>12.13</u>	<u>12.37</u>	<u>12.49</u>	<u>12.86</u>
	<u>5</u>	<u>12.63</u>	<u>12.76</u>	<u>13.02</u>	<u>13.15</u>	<u>13.54</u>
<u>Intermittent Helpers</u>		<u>8.37</u>	<u>8.37</u>	<u>8.62</u>	<u>8.62</u>	<u>8.88</u>

Only employees who are in the active employ of the School Department at the time the wage increase is implemented shall be entitled to the increase.

Full-time and part-time regularly scheduled cafeteria employees covered by this Agreement will be eligible for a one hundred fifty dollar (\$150) clothing allowance for the purchase of work shoes and uniforms in accordance with the purchase of work shoes and uniforms in accordance with the procedures and standards established by the Food Services Director.

*The employees acknowledge that they have raised an issue with respect to litigation of an equal pay claim regarding comparability to custodial wages in these negotiations, and that the School Committee has not accepted liability with respect to those claims. In consideration of the above settlement and in recognition of the constraints of the revolving account, the good faith efforts of the Committee to address the wage issue and the intent of all Parties to limit the layoff or cutback of existing personnel, the Association agrees to forego the filing of or support of litigation regarding the equal pay issue for the duration of this Collective Bargaining Agreement.

If a bargaining unit member calls in substitutes, the bargaining unit employee shall receive five dollars (\$8) per day for such work.

