

MEMORANDUM OF AGREEMENT

BETWEEN

School Committee of the Town of

Foxborough

And

Foxborough Food Services

July 1, 2022 – June 30, 2025

MEMORANDUM OF AGREEMENT

FOOD SERVICES – WAGES, BENEFITS, AND CONDITIONS OF EMPLOYMENT

The Foxborough School Committee (the Committee) and the Foxborough Food Services (Food Services) hereby agree to a three-year contract to be in effect from July 1, 2022 through June 30, 2025.

Full-time Employee

An employee who works forty (40) hours per week fifty-two (52) weeks per year exclusive of legal holidays and authorized leaves of absences.

Permanent Part-time Employee

An employee who works at least twenty (20) hours per week, but less than forty (40) hours per week for the work year.

Part-time Employee

An employee who works less than twenty (20) hours per week for the work year.

Substitute Employee

An employee who works on an as needed basis.

SICK LEAVE

- A. Full-time and permanent part-time employees shall accrue sick leave at a rate of 1 day per month for each month worked (10 days per year), cumulative to one hundred eighty (180) days. Part-time workers shall accrue sick leave at a rate of 0.5 days per month for each month worked which shall not accumulate. Sick leave may be used only in the case of sickness of the employee personally. A doctor's certificate may be required at the discretion of the Superintendent or designee. Full-time and permanent part-time employees may use a total of five (5) sick days annually to care for an immediate family member.
- B. An employee who retires under the state/county retirement system after completion of ten (10) years of continuous employment with the Committee shall receive at the time of her/his retirement a lump sum payment determined by multiplying fifty percent (50%) of the number of accumulated sick days at the time of retirement by one-half the daily salary rate.
- C. In the event an employee with at least ten (10) years of continuous service shall die while in the employ of the committee, there shall be paid to her/his designated beneficiary or to her/his estate a lump sum payment determined by multiplying fifty percent (50%) of the number of accumulated sick days at the time of death by one-half the daily salary rate.

PERSONAL LEAVE

- A. All full-time and permanent part-time food service employees shall be entitled to three (3) days of personal leave annually. It is recognized that the regular attendance of Food Service staff contributes to the quality of the education program; therefore, personal leave should be held to a minimum. Food Service staff will use discretion in using such days, and such days should not be used for personal recreation, leisure activities, or outside occupation. Consideration will be given for special family circumstances or celebrations. Unused personal leave days shall be rolled into accumulated sick days at the end of each school year. In unusual circumstances, this leave may be extended at the discretion of the Superintendent or designee. Personal leave may be used for the following purposes to the extent indicated:

1. Sickness of a member of the family, necessitating the presence of employee, when she/he has exhausted family sick leave.
2. Urgent family or personal obligation of an emergency nature (not more than one day).
3. Employees may be excused, without loss of pay, at the discretion of the Superintendent or designee, for not in excess of two (2) work days per school year to attend meetings or conferences of an educational nature related to the employee's work, or to visit other schools for the purpose of observing kitchen practices. Request for such absences must be made in writing one week in advance to the Superintendent or designee.

Requests for personal leave under items 1 and 2 above must be submitted in writing, stating the reasons and at least 24 hours in advance, except in the case of an emergency, to the Superintendent via the Director of Food Services. Personal leave days, except in the case of emergency and unavoidable conditions, shall not be taken the day before or the day after a holiday, or on a day in which the employee is not in pay status.

- B. Employees shall be entitled to three (3) bereavement days for each death in their immediate family. This shall include grandparents, parents, parents-in-law, spouse, brothers, sisters, children, step children, grandchildren, brother-in-law, sister-in-law, partner and any other relative who is a member of the employee's household.
- C. All female employees shall be granted a maternity leave of absence, without pay, of up to eight (8) weeks during the work year without loss of seniority, work assignments, or any other benefit to which the employee would be entitled. Employees would be required to maintain their medical insurance, life insurance, etc. for the duration of the leave. This leave may be extended to twelve (12) weeks at the discretion of the Superintendent. Requests for such leave must be made in writing.

FRINGE BENEFITS

All full time and permanent part time food service employees will be eligible to participate in the health and life insurance plans made available by the Town of Foxborough. Food service employees who work a minimum of twenty (20) hours per week must become members of the Norfolk County Retirement System. The District agrees to pay the annual membership dues to the School Nutrition Association (SNA) for all full-time and permanent part-time food service employees (excluding substitute workers).

WORK YEAR

The work year of a food service employee is defined as the number of days that school is in session and that lunch will be served, plus one day preceding the opening of school. Additional work days may be required as deemed necessary by the Director of Food Services and approved by the Superintendent or designee.

Ongoing training ensures that school nutrition personnel have the knowledge, training and tools they need to plan and prepare nutritious, safe and enjoyable school meals. Under the USDA professional standards Cook/Managers are expected to have 10 hours, Staff working 20 hours or more are expected to have 6 hours and staff working less than 20 are expected to have 4 hours of training annually. The district reserves the right to hold training for staff on district Staff Professional Development days or other non-school lunch days, all staff as a condition of employment are expected to attend and will be paid their hourly rate.

SALARY SCHEDULE

Salaries will be paid hourly for all workers. The salary schedule for food service personnel is voted on and approved by the School Committee and is attached as Addendum A to the contract. The employees will be informed in writing on the first pay period in September of the current status of their benefits and salaries.

The following holidays shall be paid:

Columbus Day	New Year's Day
Veterans Day *	Martin Luther King Day
Day before Thanksgiving Day	President's Day
Thanksgiving Day	Memorial Day
Day after Thanksgiving Day	Patriot's Day
Christmas Day	

* when observed on a work day

An Assistant Cook, who temporarily assumes and performs the full duties and responsibilities of a Cook / Manager, shall be paid at the rate for that assignment and at the step level currently held in her Assistant Cook position. Food service associates who temporarily assume and perform the full duties and responsibilities for Assistant Cook shall be paid at the first step of Assistant Cook salary schedule that is higher than her/his current pay rate.

Substitute workers will be paid based on step one of the Food Service Associates salary schedule.

See Appendix A for salary schedule

Stipend

A stipend will be offered for additional duties beyond regular daily job responsibilities for developing recipes, nutritional support documentation and Assisting the Food Service Manager in promoting new methods of food preparation and presentation for a consistent district wide menu. Said stipend will be paid based on the selected individual's knowledge and expertise and on the School Committees funding approval.

EXTRA WORK

Work for special functions, if performed during the regular work day will be paid at the employee's current hourly rate of pay and a substitute will be called in to perform their regular food service duties when deemed necessary by the Cook/Manager. All function work performed outside the regular work day will be paid at the employee's current hourly rate at time and a half (1.5 times) an hour. If function time is not immediately before or after regular work day a minimum of three (3) hours pay will be paid. Overtime, or extra work, will be offered to employees in that building on a rotation basis. The Director of Food Services will then contact food service workers in other schools if those staff members offered the employment refuse. If all food service workers in the entire system refuse the assignment, the Director will assign the next person in the rotation for that building where the overtime is taking place.

PROBATIONARY PERIOD

The first ninety (90) days of continuous employment of an employee shall constitute her/his probationary period. No employee will be eligible for any benefits until the completion of the probationary period.

LONGEVITY PAYMENTS

Longevity payments will be as follows:

- 10 years of service – additional \$.30/hour – begins 11th year
- 15 years of service – additional \$.30/hour – begins 16th year
- 20 years of service – additional \$.30/hour – begins 21st year
- 25 years of service – additional \$.30/hour – begins 26th year
- 30 years of service – additional \$.30/hour – begins 31st year

JURY DUTY

Employees required to perform jury duty shall receive leave with pay for the duration of such duty. The employee will be paid her/his regular compensation without interruption. The employee must present evidence of the amount of compensation received for jury duty and turn over such compensation, exclusive of the amount received for travel, to the Town.

JOB OPENINGS

Should a position become available [(temporary or permanent)] or a reduction in force become necessary, the decision will be made on the basis of performance, qualifications and seniority. If performance and qualifications are determined to be substantially equal, then seniority shall prevail.

PERSONAL PROTECTION

Any employee who is absent from work as the result of a personal injury, which is incurred in the course of her/his employment and which is compensable under the provision of the Massachusetts Workers Compensation Act shall, upon her/his written request to the Superintendent, receive as a charge against his/her accrued sick leave the difference between her/his current salary and the amount she/he receives as worker's compensation.

PROFESSIONAL EXPECTATIONS

- Provide the services necessary for the safe, smooth, and secure operation of the Foxborough Public Schools Food Service Program;
- Perform specific duties in a way that supports a positive learning environment;
- Know the school policies and rules and either enforce them or seek help in enforcing them in a fair and equitable manner;
- Help maintain a safe and orderly environment;
- Promote a climate of mutual respect and dignity;
- Treat all essential partners, including students, in a fair and equitable manner;
- Build positive working relationships between other Food Service staff, students, parents, teachers and other support staff;
- Model the behaviors and attitudes students and other essential partners are expecting to exhibit;
- Assist, by seeking help or directly intervening, in any emergency situations that threaten students or staff;
- Promote honest and professional communication with all staff members in the district;

CLOTHING/EQUIPMENT

- A. Protective clothing and any other safety equipment deemed necessary by the Director of Food Services and approved by the Superintendent for the proper performance of the employee's duties will be provided.
- B. All full time and permanent part time employees shall receive an annual clothing allowance of \$230. The allowance will be paid out in 2 equal payments of \$115, one in the first payroll of the school year and the second at the halfway point of the school year. All substitute employees will receive an annual clothing allowance of \$80. The allowance will be paid out in two equal payments of \$40, one in the first active payroll of the school year and the second at the halfway point of the year.
- C. Employees agree that the allowance is being paid to assure all staff members wear a consistent uniform consisting of black non-skid shoes or sneakers, black solid slacks (no sweat pants or yoga pants). Capri pants, covering the knee, are allowed during warm months. Solid blue Polo shirt or health care style scrub shirt in blue. Aprons, hats and visors will be provided by the district.
- D. Employees are allowed to deviate from the uniform policy only on special, school-wide spirit days and/or theme days, or with permission from the food service director.
- E. Employees are expected to use their annual uniform allowance to purchase new uniforms every year to keep a clean and professional appearance.

- F. Food Safety and Allergy Restrictions: No long (or false) fingernails, only moderate jewelry, nothing draping or hanging, moderate make-up and no colognes or perfumes.

BENEFIT ENTITLEMENT AND ACCRUAL

All benefit entitlement and accrual shall cease when an employee is, for any reason, in an unpaid status or has been in non-work status for sixty (60) consecutive working days or more. This shall include accrual of vacation time, personal days, sick leave, and holiday pay.

ASSAULT

Food service employees will immediately report in writing all cases of physical or verbal assault suffered by them in connection with their employment as a food service employee. This signed written report shall be filed with the Director of Food Services and the Business Administrator. Within five (5) working days of filing said written report, the Business Administrator or designee, the Director of Food Services or designee, and the employee who was subject to the assault will meet to review the incident and to discuss preventative measures. The Business Administrator will consider any reasonable request from the employee for information relating to the incident and the individual(s) involved in accordance with existing policies.

COMPLAINT AGAINST EMPLOYEE

- A. A food service employee will be notified within five (5) working days of receipt by the school administration of a written complaint about her/his performance as a food service worker. Within five (5) working days of said notification, the affected employee and the Director of Food Services will meet to discuss the written complaint. This initial meeting to review a written complaint filed about a food service employee will include the employee and the Director of Food Services. No student(s), parent(s), complainant(s), nor any other outside party will be present at this initial meeting unless mutually agreed upon by the affected employee and the Director of Food Services.
- B. If the meeting defined in Section A above does not resolve the matter to the satisfaction of the employee, then the employee may request in writing a meeting with the Business Administrator to discuss the written complaint.
- C. If the meeting defined in Section B above does not resolve the matter to the satisfaction of the employee, then the employee may request in writing a meeting with the Superintendent of Schools to discuss the written complaint. The decision of the Superintendent on this matter will be final.
- D. The Superintendent reserves the right, at her/his own discretion, to intervene at any step of the process or to bring the matter to the Superintendent's level should circumstances warrant.
- E. If a written complaint is to become a part of the employee's permanent personnel record, she/he will be so advised and given the opportunity to respond in writing. Her/his written response will become a part of the employee's permanent personnel record. The employee shall be provided a copy of the written complaint, provided she/he signs an acknowledge receipt of said complaint. No anonymous complaint will become a part of an employee's permanent personnel record.

COMPLAINT BY EMPLOYEE

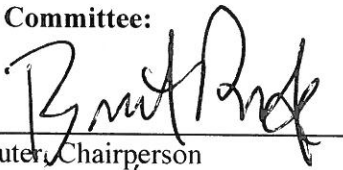
- A. Any food service employee who has a complaint arising out of her/his working conditions may request in writing a meeting with the Director of Food Services. The written request shall contain at a minimum the employee's name, location(s) of duties, time(s) of duties, and a description/explanation of her/his complaint. Within five (5) working days of receipt of said written request, the Director of Food Services shall meet with the employee to discuss the complaint. The Director of Food Services will provide the employee with a response to her/his complaint within five (5) working days of their meeting.

- B. If the process outlined in Section A above does not resolve the matter to the satisfaction of the employee, then the employee may request in writing a meeting with the Business Administrator to discuss the complaint. Within five (5) working days of receipt of said written request, the Business Administrator shall meet with the employee to discuss the complaint. The Business Administrator will provide a written response to the employee's written complaint within five (5) working days of the meeting.
- C. If the process outlined in Section B above does not resolve the matter to the satisfaction of the employee, then the employee may request in writing a meeting with the Superintendent of Schools to discuss the complaint. Within ten (10) working days of receipt of said written request, the Superintendent shall meet with the employee to discuss the complaint. The Superintendent will provide a written response to the employee within ten (10) working days of the meeting. The decision of the Superintendent on this matter will be final.
- D. The Superintendent reserves the right, at her/his own discretion, to intervene at any step of the process or to bring the matter to the Superintendent's level should circumstances warrant.
- E. This complaint process will at no time be used to change, modify or alter the existing policies pertaining to food service employees. The complaint process, as herein outlines, will be utilized to address valid complaints of employees in order to clarify the intent of the existing policies.

PERSONNEL FILE

Employees will have the right to review the contents of their personnel file, by appointment, during reasonable working hours, in the company of the Superintendent or her/his designee. An employee may obtain copies of the material contained within her/his personnel file at her/his own expense. A representative of the employee's choice may accompany the employee during such review if she/he so elects.

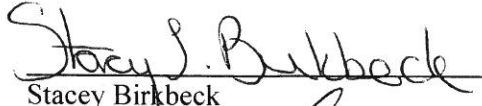
For the Committee:



Brent Ruter, Chairperson

Date: 6/8/22

For Food Services:



Stacey Birkbeck



Wendy McCue

Date: 5-27-22

**Foxborough Public Schools
Food Service Association
Appendix A**

		2021-2022		2022-2023		2023-2024		2024-2025	
Step		2%	2%	2%	2%	2%	2%	2%	2%
Food Service Associate									
	Min Wage	\$14.25	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
	6	\$16.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	New FY20	\$16.77	\$17.11	\$17.11	\$17.45	\$17.45	\$17.80	\$17.80	\$18.15
2	New FY20	\$17.11	\$17.45	\$17.45	\$17.80	\$17.80	\$18.15	\$18.15	\$18.52
3	New FY20	\$17.45	\$17.80	\$17.80	\$18.15	\$18.15	\$18.52	\$18.52	\$18.89
4	New FY21	\$17.80	\$18.15	\$18.15	\$18.52	\$18.52	\$18.89	\$18.89	\$19.26
5	New FY22	\$18.15	\$18.52	\$18.52	\$18.89	\$18.89	\$19.26	\$19.26	\$19.65
6	New FY23	\$18.52	\$18.89	\$18.89	\$19.26	\$19.26	\$19.65	\$19.65	\$20.04
7	New FY24	\$18.89	\$19.26	\$19.26	\$19.65	\$19.65	\$20.04	\$20.04	\$20.43
Assistant Cook (Elementary)									
	6	\$18.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	New FY20	\$18.75	\$19.12	\$19.12	\$19.50	\$19.50	\$19.89	\$19.89	\$20.29
2	New FY20	\$19.12	\$19.50	\$19.50	\$19.89	\$19.89	\$20.29	\$20.29	\$20.70
3	New FY20	\$19.50	\$19.89	\$19.89	\$20.29	\$20.29	\$20.70	\$20.70	\$21.11
4	New FY21	\$19.89	\$20.29	\$20.29	\$20.70	\$20.70	\$21.11	\$21.11	\$21.53
5	New FY22	\$20.29	\$20.70	\$20.70	\$21.11	\$21.11	\$21.53	\$21.53	\$21.96
6	New FY23	\$20.70	\$21.11	\$21.11	\$21.53	\$21.53	\$21.96	\$21.96	\$22.40
7	New FY24	\$21.11	\$21.53	\$21.53	\$21.96	\$21.96	\$22.40	\$22.40	\$22.85
Assistant Cook (Middle & High School)									
	6	\$19.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	New FY20	\$19.90	\$20.29	\$20.29	\$20.70	\$20.70	\$21.11	\$21.11	\$21.54
2	New FY20	\$20.29	\$20.70	\$20.70	\$21.11	\$21.11	\$21.54	\$21.54	\$21.97
3	New FY20	\$20.70	\$21.11	\$21.11	\$21.54	\$21.54	\$21.97	\$21.97	\$22.41
4	New FY21	\$21.11	\$21.54	\$21.54	\$21.97	\$21.97	\$22.41	\$22.41	\$22.85
5	New FY22	\$21.54	\$21.97	\$21.97	\$22.41	\$22.41	\$22.85	\$22.85	\$23.31
6	New FY23	\$21.97	\$22.41	\$22.41	\$22.85	\$22.85	\$23.31	\$23.31	\$23.78
7	New FY24	\$22.41	\$22.85	\$22.85	\$23.31	\$23.31	\$23.78	\$23.78	\$24.25

**Foxborough Public Schools
Food Service Association
Appendix A**

Step	2021-2022	2022-2023	2023-2024	2024-2025
Min Wage	\$14.25	\$15.00	\$15.00	\$15.00
Cook/Manager (Elementary)				
6	Drop FY23	\$0.00	\$0.00	\$0.00
7	New FY20	\$23.00	\$23.46	\$23.93
8	New FY20	\$23.00	\$23.93	\$24.41
9	New FY20	\$23.46	\$24.41	\$24.90
10	New FY21	\$23.93	\$24.90	\$25.39
11	New FY22	\$24.41	\$25.39	\$25.90
12	New FY23	\$25.39	\$25.90	\$26.42
13	New FY24	\$26.42	\$26.95	\$27.47
Cook/Manager (Middle & High School)				
6	Drop FY23	\$0.00	\$0.00	\$0.00
7	New FY20	\$23.70	\$24.65	\$25.15
8	New FY20	\$24.17	\$25.15	\$25.65
9	New FY20	\$24.65	\$25.65	\$26.16
10	New FY21	\$25.15	\$26.16	\$26.69
11	New FY22	\$25.65	\$26.69	\$27.22
12	New FY23	\$26.69	\$27.22	\$27.77
13	New FY24	\$27.77	\$28.32	\$28.87

Note: The rate differential for Middle School and High School level Assistant Cook and Cook Mgr is based on the following:

- 1) Management of a larger staff;
- 2) Expanded meal offerings; and
- 3) More significant use of scratch cooking.