

A G R E E M E N T

between the

CANTON SCHOOL COMMITTEE

and

**CANTON SCHOOLS CAFETERIA UNION
AFSCME, COUNCIL 93, LOCAL 362
CANTON CHAPTER**

July 1, 2018 through June 30, 2021

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ARTICLE I - RECOGNITION

The Committee hereby recognizes the Canton Schools' Cafeteria Union, AFSCME, Council 93, Local 362, Canton Chapter as the exclusive collective bargaining representative covering wages, hours and other terms and conditions of employment for the following bargaining unit employees: All food service workers in the positions of Elementary School Manager, Canton High and Galvin Middle School Manager, Assistant Managers and General Workers.

ARTICLE II – MANAGER

Category A: Elementary School Manager (Includes Handling Cash)

	<u>FY19*</u>	<u>FY20</u>	<u>FY21</u>
Step/Level		2%	2%
01	\$16.97	\$17.31	\$17.65
02	\$17.75	\$18.11	\$18.47
03	\$18.40	\$18.77	\$19.14
04	\$19.06	\$19.44	\$19.83
05	\$19.61	\$20.00	\$20.40
06	\$20.77	\$21.18	\$21.61

***Includes increase based on restructuring of work year and other contract provisions, plus 2% COLA**

Category B: Canton High School and Galvin Middle School Manager (Includes Handling Cash)

	<u>FY19*</u>	<u>FY20</u>	<u>FY21</u>
Step/Level		2%	2%
01	\$18.23	\$18.60	\$18.97
02	\$18.95	\$19.33	\$19.71
03	\$19.71	\$20.10	\$20.50
04	\$20.38	\$20.78	\$21.20
05	\$20.97	\$21.39	\$21.82
06	\$22.21	\$22.65	\$23.11

ARTICLE III - ASSISTANT MANAGER

Hansen, Kennedy, Luce, Galvin Middle and Canton High School (Includes Handling Cash)

	<u>FY19*</u>	<u>FY20</u>	<u>FY21</u>
Step/Level		2%	2%
01	\$15.29	\$15.59	\$15.90
02	\$15.84	\$16.16	\$16.48
03	\$16.45	\$16.77	\$17.11
04	\$17.04	\$17.38	\$17.72
05	\$17.49	\$17.84	\$18.20
06	\$18.53	\$18.90	\$19.28

ARTICLE IV - GENERAL WORKERS

a) Full-Time Workers (Six (6) Or More Hours A Day)

b) Part-Time Workers (Under Six (6) Hours A Day)

	<u>FY19*</u>	<u>FY20</u>	<u>FY21</u>
Step/Level		2%	2%
01	\$14.00	\$14.28	\$14.57
02	\$14.54	\$14.83	\$15.13
03	\$15.04	\$15.34	\$15.65
04	\$15.55	\$15.86	\$16.18
05	\$16.03	\$16.35	\$16.68
06	\$17.00	\$17.34	\$17.69

ARTICLE V - WORK YEAR

The work year for each employee shall consist of all days on which lunch is served for students in the particular building to which the employee is assigned, plus one additional day at the start of the school year and one day at or near the end of the school year.

In addition, employees will be provided with 10 hours to be used for professional development or deep cleaning, such hours to be scheduled on two early release days for students. Employees will be compensated at their regular rate of pay for this time. If a day is designated a professional development/deep cleaning day by the Food Service Director, it is a regular work day, not an optional day off. The Food Services Director will make reasonable efforts to notify

employees of the schedule of professional development/deep cleaning days for the pending academic year by August 1st.

In addition, Managers will be required to work three hours on all early release days for students, with most of the time spent on the breakfast program and any remaining portion of the three hours spent on performing other responsibilities associated with the Manager position.

Time worked by employees in conjunction with the Canton Public Schools breakfast program, which was originally considered a pilot program, will be considered part of the employees' regular weekly hours for purposes of calculating holiday pay under Article VII (Holidays) and vacation pay under Article VIII (Vacation Days).

Per memorandum dated April 12, 2013, staff will transport daily lunch deposits to Canton Town Hall within regularly scheduled work hours.

ARTICLE VI - PAYMENT

All regular cafeteria personnel will be paid during the work year in either twenty-one (21) or twenty-six (26) bi-weekly payments beginning with the first normal payroll in September. The anniversary date for all employees will be September 1. Employees hired between July and December of the calendar year will be eligible to go to the next step in September of the next school year. Employees hired between January and June of the calendar year will be eligible go to the next step one year after the next September.

ARTICLE VII - HOLIDAYS

Managers, Assistant Managers and General Workers will be granted the following holidays with pay, provided the employee has worked the last scheduled work day prior to the holiday and the first scheduled work day after the holiday, unless an approved leave of absence shall have been granted for either of such days: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Washington's Birthday, Martin Luther King Day, Good Friday, Patriots' Day and Memorial Day. Employees will be paid for Labor Day if they are asked to work a day in August or September before Labor Day.

ARTICLE VIII - VACATION DAYS

Managers, who are entitled to twenty (20) paid vacation days annually, shall receive payment for these days as follows: Thanksgiving Vacation – two (2) days, Christmas Vacation – four (4) days, February Vacation – four (4) days, April Vacation – four (4) days, and Summer Vacation – six (6) days, to be paid in the last paycheck of the work year. It is understood that for the ten (10) additional vacation days received, Managers shall be directly responsible for their kitchens throughout the calendar year.

Assistant managers, who are entitled to twelve (12) paid vacation days annually, and general workers, who are entitled to ten (10) paid vacation days annually, shall receive payment for these days as follows: Thanksgiving vacation – two (2) days, Christmas vacation – four (4) days, and summer vacation – six (6) days for assistant managers and four (4) days for general workers, respectively, to be paid in the last paycheck of the work year.

If an employee entitled to paid vacation days retires or resigns before the end of the work year, the number of vacation days for which the employee will be paid shall be prorated according to the number of work days for which the employee was paid.

ARTICLE IX - SUBSTITUTING FOR THE MANAGER

If the Director of Food Services assigns an employee to substitute for the Manager, the employee will be compensated at the same step of the Manager's salary schedule that the employee is currently on. The Manager must be out for a minimum of two (2) hours for the higher rate to be paid.

ARTICLE X - STEP INCREASES

All employees shall move to the next step as a result of an exceptional or good annual evaluation. Before receiving a fair or poor evaluation, an employee will be given a program of improvement over a period of time under the direction of the Director of Food Services. Step increases are not automatic. The Superintendent reserves the right to withhold step increases from staff doing fair or poor work.

ARTICLE XI - RETIREMENT

All regular employees who work four (4) hours per day or more shall be members of the Norfolk County Retirement Plan.

ARTICLE XII - INSURANCE

The Committee will provide a plan of group life, accidental death and dismemberment, and general or blanket hospital, surgical and medical insurance, as authorized under the provisions of G.L. Chapter 32B. The Committee will pay 75% of the premium and the employee will pay 25% of the premium for the indemnity plan and for all HMO's. Dental insurance shall also be paid 75% by the Committee and 25% paid by the employee.

The group health insurance plan shall be that provided by the Memorandum of Agreement pursuant to 801 CMR 52.04(4) by and between the Town of Canton and the Canton Public Employee Committee, as may be amended from time to time.

ARTICLE XIII - PERSONAL BUSINESS DAYS

A maximum of three (3) days may be used by regular employees for personal matters that require absence from work. These days shall not be deducted from sick or vacation leave. Application for these days must be made in writing to the Director of Food Services by way of a computer program at least seventy-two (72) hours in advance of taking said leave except in the case of an emergency. Although the benefits of this section may be utilized to extend a holiday or vacation period, the Director of Food Services or the School Business Administrator shall have the authority to limit the number of requests for a particular date. The nature of the personal matter need not be stipulated. These days are non-cumulative.

At the close of each work year, if an employee has not used his/her personal day(s) during the work year, the day(s) shall be added to the employee's sick leave accumulation. The maximum number of personal days that may be added to accumulated sick leave at any one time is three (3).

ARTICLE XIV - LONGEVITY

An employee who has completed five (5) years of continuous service will be paid an annual longevity increment as follows:

After 5 years of continuous service	\$880
After 10 years of continuous service	\$980
After 15 years of continuous service	\$1100
After 20 years of continuous service	\$1200
After 25 years of continuous service	\$1300

Longevity compensation shall be paid twice a year, one half on or about December 15 and one half on or about June 15. Effective with the 2019-2020 school year, longevity will be paid in an annual lump sum no later than December 1. Longevity will be paid in a separate check. If an employee entitled to longevity pay retires or resigns during the work year, longevity pay shall be prorated according to the number of work days for which the employee was paid.

ARTICLE XV - SICK LEAVE

Each employee shall be credited with sick leave pay at the rate of 1.2 days for each full month of employment in the Food Service Department, not to exceed twelve (12) days per work year. Sick leave shall have unlimited accumulation for all regular personnel.

An employee, after being out sick more than three (3) consecutive work days must submit a written statement from a physician affirming that personal ill health makes extended absence necessary. In cases of suspected abuse, the Employer, at its discretion, may request of an employee a written statement from a physician affirming the personal ill health of the employee. The School Department may require physical examinations by a physician of its own choosing in cases of habitual absenteeism, said exams to be paid for by the Committee.

Up to five (5) days may be used from accrued sick leave in the case of illness in the immediate family, with approval of the Food Service Director. Immediate family shall be defined as mother, father, mother-in-law, father-in-law, grandparent, grandchild, spouse, child, or relative living with the employee's family. A certificate from a physician may be required.

ARTICLE XVI - SICK LEAVE BUY-BACK

If an employee who has completed ten (10) years of continuous service retires from the Canton Public Schools and begins to receive retirement benefits either under the Norfolk County Retirement Plan or other recognized retirement plan, he/she shall receive payment for thirty percent (30%) of all accumulated sick leave paid at the employee's rate at the time of retirement, not to exceed \$4500.

ARTICLE XVII - BEREAVEMENT LEAVE

In case of death during the work year of any member of an employee's family (grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, or father-in-law), no reduction of salary or reduction in accumulated sick leave shall be made for an absence not exceeding three (3) school days. In case of death during the work year of an employee's spouse, parent, child or relative living with the family, no reduction of salary or reduction in accumulated sick leave shall be made for an absence not exceeding five (5) school days. In case of death during the work year of an employee's nephew, niece, or other relative not mentioned elsewhere in this Article, one (1) day's leave without loss of pay or accumulated sick leave shall be granted on the day of the funeral.

ARTICLE XVIII - EVALUATION PROCEDURE AND INSTRUMENT

The Cafeteria Personnel Procedure and Instrument negotiated between representatives of the Cafeteria Personnel's bargaining unit and the Food Service Director, as part of the 2018-2021 Collective Bargaining Agreement, shall be in effect during the term of this Agreement.

Employees will be evaluated annually by the Food Service Director, with input from the Principal and Cafeteria Manager.

ARTICLE XIX - WORK BEYOND REGULAR HOURS

In the event the Food Service Director requires employees to work beyond their normal shift, including times when the cafeteria kitchen is being used, it shall be at the employee's regular rate of pay, except on holidays, weekends and weekdays after 4:00 p.m. when compensation shall be at time and a half. Work performed on Sundays will be paid at two times the employee's straight time hourly rate.

ARTICLE XX - USE OF PERSONAL VEHICLE

Employees will not be required to use their personal vehicle for Food Service Department business, but they may volunteer to do so. However, neither the Town, the Food Services Department, or the School Department will be responsible for damage to the employee's vehicle nor damage brought about by the employee's vehicle. If an employee volunteers to use his/her vehicle, compensation for use of the vehicle will be at the Town-approved IRS rate or compensatory time may be granted.

ARTICLE XXI - SENIORITY

Seniority is defined as the length of continuous service in the Canton Public Schools Food Services Department from the first day of official School Committee employment. An employee may have up to three (3) seniority dates if first employed as a General Worker, then as an Assistant Manager, and finally as a Manager. The effect of this is that if a Manager, for example, has to be laid off, the least senior Manager will be laid off first, but will continue as an employee of the Food Services Department if he/she is senior to an Assistant Manager or Worker.

Subject to the provisions of this Agreement, the School Committee retains the right to determine the number of positions that are needed in the Food Services Department, and also the right to determine which employees will be laid off. Upon determination by the Committee that there will be layoffs of Cafeteria Personnel, the least senior employee within his/her respective category (Category A – Elementary School Manager; Category B – High School and Middle School Manager; Assistant Managers – Hansen, Kennedy, Middle and High School; and General Worker – all schools) shall be laid off first.

In instances where individuals have identical seniority, preference for retention shall be given to the individual who, in the judgment of the Committee, is the most qualified. The Committee may base this judgment upon such factors as professional training, related experience, performance, and the needs of the Food Services Department.

ARTICLE XXII - SHOE/CLOTHING ALLOWANCE

The Committee shall reimburse all regular employees of the Food Services Department for purchases(s) of work shoes or other appropriate work clothing. A receipt for the purchase(s) of said work shoes or work clothing must be presented to the Office of the School Business Administrator no later than June 30 of the Fiscal Year in which it was purchased, and reimbursement shall not exceed \$250 per work year. Hats, support hosiery, and sweatshirts are acceptable items for reimbursement. Reimbursement for work shoes or work clothing purchased by new hires shall be prorated based on the number of actual work days to June 30. Shoes and clothing may be purchased using School Department purchase orders, as appropriate.

The Committee will provide each employee with 3 shirts and 2 aprons per year.

ARTICLE XXIII - CONDITIONS

This Agreement shall be binding and remain in force only under the following conditions:

- a) Sufficient funding,
- b) A majority vote of the School Committee,
- c) The existence of positions of employment, and
- d) Available funds in the Food Service Revolving Account.

In the event funding is not available to continue the Food Service Program, employees will be compensated for all work performed prior to the termination of the Program.

ARTICLE XXIV - NEW EMPLOYEES

New employees will remain probationary employees until they have completed one hundred twenty (120) calendar days of service. During their probationary period, employees may be terminated without notice. In addition, probationary employees are not entitled to the provisions of this Agreement, except paid holidays and sick leave earned. Upon successful completion of the probationary period of one hundred twenty (120) calendar days, the provisions of this Agreement that did not apply during the probationary period will be implemented retroactively to the employee's first day of employment.

ARTICLE XXV - POSTING OF VACANCIES

In the event a position becomes open and the Employer intends to fill it, the position shall be posted within ten (10) work days.. The posting will include the appropriate job description. Any posted position shall be filled within thirty (30) work days of the application deadline. Should the Director of Food Services be unable to fill the vacancy within this timeframe, the Association will be notified and the position will be re-posted. First consideration will be given to internal

applicants, and all such internal candidates shall be granted an interview. Second consideration will be given to AFSCME employees from the Town bargaining unit who apply.

ARTICLE XXVI - MANAGERS

All schools with three (3) or more employees shall have a Manager and an Assistant Manager.

ARTICLE XXVII - DEDUCTIONS FOR DUES/VOLUNTARY AGENCY FEE

The Committee agrees to deduct from Employees' salaries money for Association dues, services and programs or any Agency Service Fee as said Employees individually and voluntarily authorize the Committee to deduct and to transmit the monies to the Treasurer of the Association. It is expressly understood that any deduction which an Employee may authorize the Committee to make from his/her earnings will be deducted in ten (10) equal installments or as close to equal as is practicable from paychecks received by said Employee during the year. The Association shall indemnify and hold the Committee harmless from any claims, damages or liability whatsoever arising out of or with respect to the implementation of this Article.

ARTICLE XXVIII - GRIEVANCE PROCEDURE

Section 1. Purpose

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

Section 2. Definitions

- A. A grievance is defined as a complaint by the Association and/or an employee alleging a violation of any provision of this Contract or any written amendment to this Contract.
- B. Days shall mean calendar days.
- C. A matter which is not covered by any provisions of the Agreement or which is reserved to the discretion of the Committee may not be the subject of a grievance.

Section 3. Grievance Procedure

Informal. An aggrieved employee is encouraged to discuss the matter informally with the Manager, the Director of Food Services and/or the Principal in an effort to resolve the matter. Whether or not such informal discussions occur, the employee must adhere to the timelines set forth below in filing a grievance.

Step 1. If the matter cannot be settled informally, the aggrieved employee shall file a grievance in writing to the Director of Food Services setting forth the details within fifteen (15) days of when the employee knew or reasonably should have known of the event leading to the grievance. The Director of Food Services shall respond within ten (10) days of receiving the written grievance.

Step 2. If, in the estimation of the employee, the grievance is not satisfactorily resolved in Step 1, the grievance may, within ten (10) days after receiving the Step 1 decision, present the grievance in writing to the School Business Administrator. A copy of the grievance will be forwarded to the Superintendent at this time. The Business Administrator, within fifteen (15) days after receipt of the written grievance, shall render his written decision thereon. The Business Administrator may discuss the matter with the employee and the immediate supervisor before rendering his written decision.

Step 3. If the grievance is not resolved to the satisfaction of the employee at Step 2, the grievant may, within ten (10) days after receipt of the Step 2 decision, refer the grievance to the Superintendent of Schools. The Superintendent shall render her/his written decision on the grievance within twenty (20) days following receipt of the written grievance.

Step 4. If the grievance is not settled at Step 3, then within ten (10) days from the time the Association is notified of the decision at Step 3, the Association may submit the grievance to arbitration pursuant to the rules of the American Arbitration Association. The decision of the Arbitrator shall be final and binding upon the parties, except that the Arbitrator shall have no power to make a decision which:

- a. alters, amends, modifies, adds to or detracts from the language of this Agreement; or
- b. recommends a right of relief for any period of time prior to the effective date of this Agreement.

Costs of the arbitration shall be borne equally by both sides.

Section 4. General Provisions

- A. Each written statement of a grievance at Levels One, Two and Three shall be signed by the grievant and shall include (1) a concise statement of the facts or events upon which the grievance is based, including the date(s) of their occurrence, and (2) an explanation of how the grievance is related to this Agreement.
- B. If a grievance affects a group or class of employees, the Association may submit the grievance provided the grievance has been authorized in writing by all affected members of the class, and the processing of the grievance will be commenced at either Level One or Level Two, at the Association's option. The

written statement of such a grievance at Levels Two and Three shall be submitted by the Association and shall contain an explanation as to how the grievance affects the designated group or class of employees.

ARTICLE XXIX - MISCELLANEOUS

- A. The Committee will provide a knife sharpener and a safety glove for each school.
- B. All employees will be eligible to be trained for and to take the test for Serve-Safe certification. Requests are subject to the approval of the Food Service Director.

ARTICLE XXX - DURATION

This Agreement shall be in effect from July 1, 2018 through June 30, 2021.

The parties hereunto sign and seal this Agreement and a duplicate thereof on this ____ day of _____, 201__.

FOR THE COMMITTEE

K. Mihai

FOR THE ASSOCIATION

Linda Rittle

Betty Young

Date: 7/11/19

Date: 6-21-19

Employee Performance Assessment

Food Service Department Canton Public Schools

Employee Name: _____ School: _____

Position: Cafeteria Manager Time Period Evaluation Covers: _____

Schedule: Hrs/day: _____ Shift: _____ 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.

Evaluation Criteria	Exceptional	Good	Fair	Poor
Commitment to the student school experience Holds every student in high esteem; provides for students needing additional social, emotional or dietary requirements as presented during the meal service				
Relationships with others Interacts effectively and respectfully with co-workers, faculty, staff, parents, students; cooperates with supervisors and fellow workers				
Positive School Climate and Culture Takes responsibility for and contributes to a positive climate and culture in their school				
Work habits Takes initiative; complies with instructions; takes direction well; is organized and works well without supervision				
Quality of work Has knowledge of job; works accurately, neatly, and thoroughly; is adept with handling money; operates equipment safely and effectively				
Productivity Produces a sufficient amount of work in a given time period				
Attendance and Punctuality Within this evaluation period: Days absent _____ Days late _____ Days full schedule not worked _____				
Professional Development Implements new learning and/or shows improvement as a result of participation in professional development				
Certifications Participates successfully in sanitation training and professional development				

<u>MANAGERIAL RESPONSIBILITIES:</u>				
Qualities and Comments	Exceptional	Good	Fair	Poor
Organization and Paperwork Completes reports, time sheets, orders, inventory, production records, turnover sheets and bank deposits on time and with great accuracy				
Culinary Expertise Executes menus and recipes, quality food preparation, meets department standards				
Policy Implementation and Problem Solving Implements policies, identify problems, produce appropriate solutions				
Personnel Supervision Supervises effectively, fairly, and respectfully with staff				

Overall Comments:

Goals for the next school year:

COMPOSITE RATING: ____ Exceptional ____ Good ____ Fair ____ Poor

Signatures

Evaluator: _____ Date: _____

Administrator: _____ Date: _____

Employee: _____ Date: _____

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

Overall Comments:

Goals for the next school year:

COMPOSITE RATING: ____ Exceptional ____ Good ____ Fair ____ Poor

Signatures

Evaluator: _____ Date: _____

Administrator: _____ Date: _____

Employee: _____ Date: _____

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