

CANTON SCHOOL COMMITTEE
AND THE
CANTON SCHOOLS CAFETERIA UNION
AFSCME, COUNCIL 93, LOCAL 362 CANTON CHAPTER

Memorandum of Agreement

The parties hereby enter this agreement to extend the Collective Bargaining Agreement (ending June 30, 2021) through June 30, 2024, with the amendments set forth below. All amendments will become effective as of the date of ratification unless otherwise specified herein.

ARTICLE II – MANAGER

ARTICLE III – ASSISTANT MANAGER

ARTICLE IV – GENERAL WORKERS

Add the following to each step in each job category:

July 1, 2021: \$1.50
July 1, 2022: .75
July 1, 2023: .75

ARTICLE VII – HOLIDAYS: Revise as follows:

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. Employees will be paid for Juneteenth so long as it falls within the student year.

ARTICLE X - STEP INCREASES: As a package, eliminate this article and change Article XXVII as set forth below.

~~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 XIV – LONGEVITY: Revise as follows:

Increase each step by \$100, effective July 1, 2021.

ARTICLE XVI - SICK LEAVE BUY-BACK: Revise as follows:

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 **\$5500**.

ARTICLE XVIII - EVALUATION PROCEDURE AND INSTRUMENT: Revise to read as follows:

The Cafeteria Personnel Procedure and Instrument ~~attached as Appendix A 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 receive a minimum of one and no more than two written evaluations be evaluated annually, prepared by the Food Service Director with input from the Principal and Cafeteria Manager. Ratings shall consist of "Exceptional, Good, Fair and Poor," each as defined in Appendix A. The following shall apply:

- a. In the event an employee's formal evaluation indicates overall "Poor" performance or in the event the employer, following one or more verbal and written warnings to the employee, otherwise formally notifies the employee that his performance is poor, the employer will have the option of providing the employee with ninety (90) calendar days to improve her performance to satisfactory levels. The employer will provide the employee with a written improvement plan, which may include retraining. The employer will schedule a meeting with the employee and his union representative to review the plan at its inception, a second meeting to review progress near the midpoint, and a final meeting near its conclusion. At the end of the ninety (90) day period, the employee will receive a formal written evaluation, and if the employee's performance is rated poor overall, such evaluation will constitute good cause for dismissal. It is understood that backsliding of performance to a poor level within one year following an improvement plan resulting in a fair, good, or exceptional rating may also be considered good cause for dismissal.
- b. It is understood that neither evaluation ratings nor placement on an improvement plan may be grieved beyond Level III of the grievance procedure unless relied upon as the basis for discharge. It is further understood that nothing in this article restricts the employer's authority to discharge or otherwise discipline employees for misconduct, failure to meet performance standards, or other reasons, so long as there is good for such discipline.

ARTICLE XXII - SHOE/CLOTHING ALLOWANCE: Increase from \$250 to \$350.



ARTICLE XXX – DURATION:

This Agreement shall be in effect from July 1, 2021 through June 30, 2024.

This Memorandum of Agreement, having been ratified by the parties, is hereby signed and sealed by their duly authorized representatives. The parties recognize and agree that all proposals/counterproposals regarding changes to the Collective Bargaining Agreement not embodied in this Memorandum have been withdrawn.

CANTON SCHOOL COMMITTEE

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



Signature

6/19/22

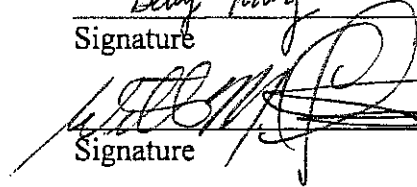
Date



Signature

5/20/22

Date



Signature

5-23-22

Date

rb/canton/cafe-2022-neg/22-04-12-cafe-MOA-DFT