

**Memorandum of Agreement
CANTON SCHOOL COMMITTEE/AFSCME (Cafeteria)**

The parties hereby enter this agreement to extend the Collective Bargaining Agreement (ending June 30, 2018) through June 30, 2021, with the following amendments:

ARTICLES II, III AND IV. Adjust to provide for the hourly rates as listed below.

ARTICLE II - MANAGER

Category A: Elementary School Manager (Includes Handling Cash)

Step/Level	FY19*	FY20	FY21
		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

MA 6X
 MA 6
 MA 6X
 MA 7
 MA 7X

*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)**

Step/Level	FY19*	FY20	FY21
		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

MB 8X - new
 MB 6
 MB 6X
 MB 7
 MB 7S
 MB 7X
 MB 8X

ARTICLE III - ASSISTANT MANAGER

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

Step/Level	FY19*	FY20	FY21
		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

AM 5X
 AM 4X
 AM 65X
 AM 625
 AM 55
 AM 65

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)

Step/Level	FY19*	FY20	FY21
		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

F+45
 4
 35
 F+3X
 F25X
 F35X
 F45X
 FT3
 FT35
 FT3X
 FT4
 FT45
 FT4X
 FT5
 FT5X

ARTICLE V - WORK YEAR (page 2). Eliminate all current language and replace with the following:

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.

ARTICLE VI - PAYMENT (page 4). Revise as follows:

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 2015 will go to the next step on September 1, 2016. Employees hired between January and June 2016 will go to the next step on September 1, 2017. All employees will continue to receive step increases according to this timetable.~~

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 IX - SUBSTITUTING FOR THE MANAGER (page 5). Revise as follows:

~~If an Assistant Manager substitutes for the Manager, the Assistant Manager will be paid at the same step of the Manager's salary schedule that the Assistant Manager is currently on.~~

~~If both the Manager and Assistant Manager are absent, the General Worker replacing the Manager will be paid at the same step of the Manager's salary schedule that the General Worker is currently on.~~

~~If a Manager is absent, or if both the Manager and Assistant Manager are absent, a General Worker will be asked to substitute for the Assistant Manager. The General Worker substituting for the Assistant Manager will be paid at the same step of the Assistant Manager's salary schedule that the General Worker is currently on.~~

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 (page 5). Revise as follows:

Step increases will be effective at the start of the week of the anniversary date of permanent employment as an employee of the Food Service Department. All employees shall move to the next step as a result of a satisfactory an exceptional or good annual evaluation. Before receiving an ~~unsatisfactory~~ 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. They are granted only when there has been a continuation of good to exceptional performance. The Superintendent reserves the right to withhold step increases from staff doing fair or poor work.~~

ARTICLE XIII - PERSONAL BUSINESS DAYS (page 6). Revise first paragraph as follows:

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 computer program) at least ~~twenty-four (24)~~ 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. ~~Personal days may be taken in half-hour increments.~~

[no change to second paragraph]

ARTICLE XIV - LONGEVITY (page 6). Increase each longevity amount by \$100.

ARTICLE XV - SICK LEAVE (page 6). Revise as follows:

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.

~~Any employee who uses three (3) or fewer sick days within a school year period (September 1 through June 30) shall be paid a \$300 bonus in their paycheck for the last pay period in June. This provision shall not apply to employees hired after September 1 in any contract year.~~

ARTICLE XVIII - EVALUATION PROCEDURE AND INSTRUMENT (page 7) Revise as follows:

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 ~~1986-1989~~ 2018-2021 Collective Bargaining Agreement, shall be attached to the Agreement and in effect during the term of this Agreement. ~~The Employer or its designee, with input from representatives of the Cafeteria Personnel, may modify or otherwise revise the Instrument and/or Procedure. Such revision or modification shall be completed by the end of the first year of this Agreement.~~

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

ARTICLE XXIV - NEW EMPLOYEES (page 9). Revise as follows:

New employees will remain probationary employees until they have completed ~~ninety (90)~~ 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 ~~90~~ 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.

CHANGE IN PAYDAY - Although not requiring a change to the contract, the parties acknowledge that day of the week on which paychecks are issued and/or direct deposits are made (i.e., "payday"), will be moving from Thursday to Friday, effective January 1, 2019.

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 dropped.

CANTON SCHOOL COMMITTEE

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

R. B. Milhain 9/25/18
Signature Date

Betty Young 9/18/18
Signature Date

Panda Little 9/18/18
Signature Date

Canton/cafe-18-01-negs/18-09-04-cafe-canton-to U-rev.