

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**HAVERHILL ASSOCIATION OF**  
**SCHOOL CAFETERIA EMPLOYERS**  
**AND THE**  
**HAVERHILL SCHOOL COMMITTEE**

**JULY 1, 2006 – JUNE 30, 2009**



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## AGREEMENT

This Collective Bargaining Agreement is by and between the City of Haverhill, a municipal corporation duly organized and existent under the laws of the Commonwealth of Massachusetts, acting through its School Committee, hereinafter referred to as "Employer," and the Haverhill Association of School Cafeteria Employees, a voluntary and unincorporated association located in the city of Haverhill, County of Essex, Commonwealth of Massachusetts, hereinafter referred to as the "Association."

## WITNESSETH

That in consideration of the mutual undertakings of the parties as hereinafter set forth, the parties hereto agree as follows:

### **1. EFFECTIVE DATE:**

This agreement shall remain in force and effect for the term beginning July 1, 2006 through June 30, 2009.

### **2. BARGAINING REPRESENTATIVES:**

Employer recognizes the Association and its officers, committees and representatives as the sole collective bargaining representative and agency for all employees coming under the jurisdiction of the Association, and as hereinafter provided, in respect to wages, hours, conditions of employment and standards of performance to be performed by employees covered herein.

A reorganization of title classifications is in effect July 1, 2003 which eliminates the title of Cook. This elimination of title is to be completed through attrition. Anyone holding the title will receive a title change to Assistant Cook with no reduction in compensation until July 1, 2004.

### **3. RECOGNITION OF ASSOCIATION:**

The Association is recognized as the sole and exclusive collective bargaining agent for all permanent employees consisting of cooks, assistant cooks, cafeteria helpers, cafeteria truck drivers, and storekeeper.

### **4. MUTUAL COOPERATION:**

- a.** The employer recognizes and agrees not to interfere with the rights of its employees to become members of the Association.
- b.** The employer agrees that it will not exercise or countenance any discrimination, interference, restraint, coercion, by the employer or any of its agents, servants, or employees against any employees because of membership in the Association or because of any lawful activities on behalf of the Association.

- c. The Association agrees to cooperate with the employer in maintaining and improving the skill, ability, and productively of its members as employees and eliminating waste and abuse of privilege. The Association further agrees that consideration shall be given to the necessity for efficient operation in the conduct of its duties.
- d. Employees shall be provided with professional development training in food services, such as safety, customer service, sanitation and nutrition. The training will be provided to the employees, as determined by management, with compensation at the employee's hourly rate.

**5. COMMITTEE RIGHTS:**

The School Committee hereby retains those rights, powers and duties, to manage the organization and direct the work force of the Haverhill Public Schools except as otherwise modified by a specific provision of this Agreement.

**6. WORK YEAR AND WORK DAY:**

The work year for ten (10) month employees shall begin in August, prior to Labor Day, and shall end with the last day in June on which school attendance is required, as determined by either the laws/regulations of the Commonwealth of Massachusetts or the School Committee.

Employees recalled to work for non-school functions for the purpose of catering events after school or for summer programs shall be paid an hourly rate of \$10.00 per hour, unless the employee works a regular 40 hour work week then said employee will be paid at the overtime rate of time and one-half. Staff assignments for all non-school functions must be approved in advance by the Supervisor of Food Services. Employees that work the senior program will be paid their regular hourly rate of pay during school vacations and summer.

Overtime is defined as work performed by employees covered by this agreement for the school system after an employee has worked five consecutive normal shifts and the total hours per week equal forty hours. The employees of the building where overtime takes place shall be given first preference. Employee overtime must be authorized by the Supervisor of Food Services.

The Supervisor of Food Service, with the mutual consent of the employee, may extend the employee's contracted hours per day on a temporary basis.

The work year for all employees shall include a half day on the day before Thanksgiving.

**7. SCHOOL CANCELLATION:**

It is further understood and agreed that whenever a school day is cancelled because of inclement weather, that day shall be considered a non-work day,

except for those employees who have commenced their work day prior to the issuance of the school cancellation notice. In the event that employees have reported to work on a day when school is cancelled due to the fact that they did not have actual notice of the school cancellation prior to reporting for work, they shall be paid for four (4) hours and will be required to work for four (4) hours at the discretion of the Supervisor of Food Services.

**8. VACANCIES:**

Vacancies shall be posted within ten days (10) of the declared vacancy. Employees shall be notified within five (5) days of any appointment by the Haverhill Superintendent of Schools. A position shall be deemed vacant when, as and if it is posted by the School Committee.

When an employee fills in for a position entitled to a different pay scale, such employee is to receive that different pay rate effective immediately for the entire time served in the new position.

The Supervisor of Cafeteria and any individual employee, may by mutual agreement, increase the time worked by that employee and the applicable benefits for the position, on a permanent basis and without the need to impact bargain.

Any employee who holds the certification for a posted position shall be given first consideration for the posted position.

**9. NEW EMPLOYEES:**

When an employee has been appointed to a permanent position from a posted position, that employee shall be entitled to receive all benefits provided for in the Agreement effective immediately, except for the sick leave benefit which will be pro-rated.

**10. HOLIDAYS:**

Employees shall be given the following holidays from regular work with pay:

1. Labor Day (plus day following)
2. Columbus Day
3. Veterans Day
4. Thanksgiving Recess –  $\frac{1}{2}$  day on Wednesday, Thursday and Friday
5. Martin Luther King Day
6. Memorial Day
7. Good Friday

Employees with over one (1) year of service shall be paid for the following holidays:

1. Christmas Day
2. President's Day
3. New Year's Day
4. Patriot's Day

**11. SICK LEAVE AND SICK LEAVE BANK:**

All ten (10) month, full-time (twenty plus hours per week) employees shall be entitled to fifteen (15) days sick leave during each fiscal year during which this contract is in full force and effect. All ten month, part-time (nineteen or less hours per week) employees shall be entitled to six (6) days sick leave during each fiscal year during which this contract is in full force and effect. Said entitlements shall be prorated for full-time and part-time employees based on their date of employment. All employees shall be entitled to accumulate sick leave accruing under this and past contracts up to a maximum on one hundred and fifty (150) days.

Employees shall be required to provide medical documentation after three consecutive days of absence due to illness as well as the day before and after a holiday.

The Haverhill School Committee reserves the right to require any Cafeteria Staff member to submit to an independent medical examination paid for by the School Committee for the purpose of establishing whether an employee is able to resume his/her duties.

The Association and the Haverhill School Committee share a common concern for those few who have extended illness and those few who might abuse a sick leave provision. In order to deal with these situations, the School Committee and the Association agree to establish a Board consisting of the Association President, a second representative of the Association and two representatives of the School Committee.

The Board will oversee the operation of a sick leave bank which will operated under these conditions:

- (a) the bank's efforts are aimed at assisting those individuals who have serious illness or accident which result in the exhaustion of an individual's accumulated sick leave.
- (b) the bank will be funded on a yearly basis at a rate of one day per employee; the total sick leave will be reduced from fifteen (15) to fourteen (14) days for ten (10) month employees.
- (c) an individual in need of assistance will petition to the Board. The Board's decision is binding on all parties and is not subject to the

grievance procedure of appealable to any tribunal. If a petition for the sick bank usage results in a tie vote, the issue will be submitted directly to the Superintendent for a decision.

- (d) the maximum number of days granted to an individual from the sick bank will not exceed one hundred fifty (150) days.
- (e) sick bank days unused at the end of the fiscal year shall be carried over to the next fiscal year provided that one hundred and fifty (150) days will be the maximum number of days carried forward.
- (f) in the event that the bank is depleted, additional bank days will be funded, on a voluntary basis, not to exceed an additional day per year per person.

The Board will review individual cases involving reported sick bank leave abuse and after proper investigation, may require an individual to submit a medical examination (provided that this is not in conflict with an individual's religious beliefs). The cost of this examination will be borne equally by the Association and the Haverhill School Committee. The Board will have the right to censure any individual who has abused sick leave and issue a full report to the School Committee for subsequent action.

**12. ALLOWED ABSENCES-MISCELLANEOUS:**

**a. Emergency Family Leave**

Cafeteria employees shall be granted two (2) days of paid leave for the sudden illness of a member of the immediate family which is deemed an emergency. Said leave period shall be charged to sick leave.

**b. Bereavement Leave**

All employees shall be granted a period of five (5) days' absence with full pay each time there is a death in the immediate family. This leave is to be taken immediately following the death of an immediate family member. The immediate family is defined to include: mother, father, grandmother, grandfather, step-mother, step-father, sister, brother, child, wife, husband, mother-in-law, father-in-law or any member of the immediate household.

The employee will be allowed one (1) day off per year, with pay, to attend the funeral of a non-family member so long as advance notice is given to the Supervisor of Food Service of the plans to attend the funeral.

**c. Urgent Personal Business**

All ten (10) month personnel shall be eligible to receive one (1) paid Urgent Personal Business day per year upon submission of the required

notification.

**d. Jury Duty**

Cafeteria Personnel shall be paid the difference in pay between jury duty service pay and their regular salary while service on jury duty.

**e. Graduation**

All employees shall be able to use one day to attend college and high school graduations of immediate family members (as defined in section b. bereavement) when such leave is necessary.

**f. An employee with perfect attendance, exclusive of bereavement, personal day, and jury duty, shall receive a compensation bonus of five (5) days pay, payable on or before July 31 of the subsequent year.**

In the event of the death of an employee, the employee's designated beneficiary shall receive a compensatory payment up to fifty (50) accrued sick leave days based on the employee's accrual at time of death.

**13. VACATIONS:**

All permanent ten (10) month cafeteria employees with two (2) or more years of continuous service shall receive five (5) paid vacation days at Christmas break. Vacation pay during February and April vacations shall be exclusive of holiday. Therefore if a paid holiday occurs during February or April vacation break, payments for those weeks shall not exceed five (5) days per week. Computation of an employee's service for purposes of eligibility shall begin from the date of the initial employment.

**14. HEALTH INSURANCE BENEFITS:**

Employees, if eligible, shall be entitled to the health insurance benefits.

For those members of the School Cafeteria association employed by the Committee on or before June 30, 2004, the Committee agrees to pay an eighty percent (80%) contribution towards the employee's health insurance premiums for the HMO plan offered by the City.

For those members of the School Cafeteria Association employed by the Committee on or after July 1, 2004, the Committee agrees to pay seventy-five percent (75%) of the cost of the health insurance premium for the HMO plan offered by the City.

For any employee electing the PPO plan offered by the City, the Committee agrees to pay seventy-five percent (75%) of the cost of the health insurance premium for such plan.

**15. SALARY SCHEDULES:**

The parties hereby agree that, as set forth below and in Schedules A, B, and C, the employees within the jurisdiction of the Association shall be given:

- a. A two and a half percent (2.5%) increase shall be applied to all salary steps for the period July 1, 2006 through June 30, 2007.
- b. A two and a half percent (2.5%) increase shall be applied to all salary steps for the period July 1, 2007 through June 30, 2008.
- c. A two and a half percent (2.5%) increase shall be applied to all salary steps for the period July 1, 2008 through June 30, 2009.

**16. CALCULATION OF PAY FOR ALLOWED ABSENCES:**

The amount of pay for holiday, vacation or sick pay for an employee shall be based upon the rate and hours of pay for the employee for the previous weeks of consecutive employment.

**17. LONGEVITY INCREASE:**

Any member of the bargaining unit with ten (10) years of service shall have added to their annual salary, three hundred dollars (\$300.00). Any member of the bargaining unit with fifteen (15) years of service shall have added to their annual salary, six hundred dollars (\$600.00). Any member of the bargaining unit with twenty years (20) of service shall have added to their annual salary, eight hundred and twenty-five dollars (\$825.00).

Effective July 1, 2007, longevity shall be paid as follows:

- a. Any member of the bargaining unit classified as a full time employee (twenty plus hours per week) and having completed ten (10) years of continuous service shall have added to their annual salary five hundred dollars (\$500.00).
- b. Any member of the bargaining unit classified as a full time employee (twenty plus hours per week) and having completed fifteen (15) years of continuous service shall have added to their annual salary seven hundred and fifty dollars (\$750.00).
- c. Any member of the bargaining unit classified as a full time employee (twenty plus hours per week) and having completed twenty (20) years of continuous service shall have added to their annual salary one thousand dollars (\$1000.00).
- f. Any member of the bargaining unit classified as a part-time employee (up to nineteen hours per week) and having completed

ten (10) years of continuous service shall have added to their annual salary three hundred dollars (\$300.00).

Any member of the bargaining unit who has prior full-time service in any other department within the City of Haverhill, may use such prior service for the purpose of longevity benefit. Any prior service credit will be for the purpose of longevity only and will not apply to seniority.

**18. UNIFORM ALLOWANCE:**

The employer hereby grants to all new employees at time of hire a uniform which will consist of three (3) shirts at no cost to the employee.

Employees must work a full year in order to qualify for the uniform allowance stipend. This stipend is for the express purpose of replacement and maintenance of employee uniforms. The stipend allowance is determined as follows:

- a. Employees that work four (4) hours or more per day shall receive \$300.00.
- b. Employees that work less than four (4) hours per day shall receive \$150.00

Employees shall receive half of their allotted stipend prior to September 1<sup>st</sup>. The Supervisor of Food Services may require the employee to submit receipts as proof of purchase if needed. The remaining half of the employee's allotted stipend shall be paid no later than February 28.

All employees shall be required to wear, daily and on recall, as a condition of employment, the following standard uniform as determined by the Supervisor of Food Service:

- Pair of standard slip-resistant (non-skid) industrial shoes
- Black or dark blue pants excluding jeans
- Collared polo shirt with food service logo and employee name
- Factory approved safety gloves (provided by employer)
- White apron during meal preparation; black apron during serving period (provided by employer)

**19. DUES DEDUCTION:**

Effective August 25, 1997, the School Committee agrees to deduct from its employees dues for the Haverhill Association of School Cafeteria Employees. Each employee must, in writing (form to be provided by the Association), individually and voluntarily authorize the committee to make said deduction one (1) week prior to the distribution of payroll from which deductions are made.

Said deduction will be made in 20 equal installments.

No later than September 30<sup>th</sup> of each year the Committee will provide the Association with a list of those employees which have authorized dues deduction. Any employee desiring a discontinuance of dues deduction must notify the Committee and the Association in writing by September 15<sup>th</sup> of each year.

Effective August 25, 1997, the School Committee shall require as a condition of employment that all bargaining unit members whose names are submitted in writing by the Association to the committee as "non-members" of the Association shall pay an agency service fee. Said fee to be set and collected consistent with Chapter 150E, Section 12 of the Massachusetts General Laws. The fee shall be due no later than thirty (30) days following the commencement school year.

The Association shall indemnify and save the Committee and/or the City of Haverhill harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to the aforementioned paragraphs of this Article or for any action taken by the said School Committee relating to the discharge of any employee for failure to pay the agency fee.

**20. EVALUATION OF CAFETERIA EMPLOYEES:**

Effective August 25, 1997, all cafeteria employees shall be evaluated on an annual basis. Each evaluation shall be completed by June 30<sup>th</sup>. These formal written evaluations shall be performed by the Supervisor of Cafeterias and/or designee. (Evaluation Guidelines and Instrument are referenced in Appendix A.)

A committee comprised of members of the School Cafeteria Association and the Supervisor of Food Services shall meet to review the evaluation instrument and to revise, as needed, for implementation during the 2004-2005 school year.

**21. GRIEVANCE PROCEDURE:**

**Definitions**

- A. A "grievance" is hereby defined to mean a dispute involving the meaning, interpretation or application of this contract.
- B. A "grievant" is the person or persons making the claim.
- C. For the purpose of the timelines the term "response" shall be defined as an actual response, or in the event of no response is given, the date on which such response is due, whichever comes first.
- D. Unless otherwise specified, "days" shall be days on which the central administration office is open for business.

### Purpose

- A. The purpose of this procedure is to secure, at the lowest possible administration level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of cafeteria employees. Both parties agree that these proceedings will be kept informal and confidential at any level of the procedure.
- B. Nothing herein contained will be construed as limiting the right of any cafeteria employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association; provided, however, if the Association later determines that, in its view, the adjustment is inconsistent with the terms of the Agreement, then the Association shall be given the opportunity to present such views to the member of the administration.

### Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum; and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

#### **A. Level One**

An employee who wishes to pursue a grievance must, within five (5) days of the event/events giving rise to the grievance, submit the grievance in writing to the Supervisor of Cafeterias, either directly or through the Association's representative. The written grievance shall set forth (1) the alleged facts upon which the grievance is based, (2) reference to the provision(s) of the Contract allegedly violated, and (3) the specific remedy requested.

The Supervisor of Cafeterias shall meet with the grievant and render a decision in writing within ten (10) days of receipt. A copy of the decision will be provided to the grievant and to his representative.

#### **B. Level Two**

1. If the grievance is not resolved at Level One, the grievant may within five (5) days after the Supervisor of Cafeterias' response, file the grievance in writing with the Superintendent of Schools.
2. Within ten (10) days of the Superintendent's receipt of the

written grievance, the Superintendent or designee will meet with the grievant in an effort to resolve the grievance. The Superintendent will render a decision within twenty (20) days of the meeting.

**22. PROFESSIONAL DEVELOPMENT:**

All Assistant Cooks in Charge must be "serve safe" certified as required by local and state regulations, and must maintain such certification as a contingency of employment in this capacity. Assistant Cooks shall be allowed two (2) opportunities to obtain said certification in which the employer will provide at no cost the first training and share the cost for the second training with the union. Assistant Cooks shall be paid additional fifty-cents (\$.50) per hour if "serve safe" certified effective July 1, 2006 (if already certified) or upon their date of actual certification.

Effective the date of this agreement, Assistant Cooks shall have until June 30, 2007 to obtain such certification. Henceforth, it will be a requirement for employment in this capacity. In addition, said training shall be provided annually at no cost to cafeteria helpers, based on availability.

All Assistant Cooks are required to be certified in cardiovascular pulmonary resuscitation (CPR) and to maintain said certification during their term of employment. CPR training shall be provided annually at no cost to the employee. CPR training shall be provided annually at no cost to cafeteria helpers, based on availability.

This Agreement, having been ratified by the parties, is hereby signed and sealed by their duly authorized representatives.

HAVERHILL SCHOOL COMMITTEE

HAVERHILL ASSOCIATION OF  
SCHOOL CAFETERIA EMPLOYEES

By:



Its Chair

Dated:

11/7/06

By:



Its President

Dated:

11/3/06

**HAVERHILL CAFETERIA DEPARTMENT  
SALARY SCHEDULE**

<b>Category</b>	<b>Step</b>	<b>July 1, 2006 (2.5%)</b>	<b>July 1, 2007 (2.5%)</b>	<b>July 1, 2008 (2.5%)</b>
Cafeteria Helper	1	10.15	10.40	10.66
	2	10.41	10.67	10.94
	3	10.72	10.99	11.26
Assistant Cook	1	11.37	11.65	11.94
	2	11.74	12.03	12.33
	3	12.11	12.41	12.72
Storekeeper		14.30	14.66	15.03
Drivers		13.65	13.99	14.34

**STIPENDS** Asst. Cook In Charge  
 (Responsible for serving breakfast/lunch)  
 will receive an additional hourly stipend, based upon student enrollment,  
 as set forth below:

under 500 students .....	\$ .75 per hour
500-599 students .....	\$ 1.25 per hour
600-800 students .....	\$ 1.75 per hour

Effective July 1, 2004, all Association members will be ten (10) month employees.

Ten dollars (\$10.00) per hour shall be the hourly rate for summer employment and for non-school functions. Employees that work the senior program will be paid their regular hourly rate of pay during school vacations and summer.

Assistant Cooks shall be paid an additional fifty cents (\$0.50) per hour if "serve safe" certified. This stipend shall become effective July 1, 2006 (if already certified) or upon date of actual certification.

**HAVERHILL PUBLIC SCHOOLS  
CAFETERIA PERSONNEL  
EVALUATION INSTRUMENT**

In accordance with the collective bargaining agreement between the Haverhill School Committee and the Haverhill Public Schools Cafeteria Association for the term of July 1, 2000 to June 30, 2003 and "effective August 25, 1997, all cafeteria employees shall be evaluated on an annual basis. Each evaluation shall be completed by June 30<sup>th</sup>. Formal written evaluations shall be performed by the Supervisor of Cafeterias or his/her designee." In compliance with said agreement, this evaluation instrument was created by a committee comprised of representatives of the Cafeteria Association and Central Administration.

NAME: \_\_\_\_\_ TITLE/POSITION: \_\_\_\_\_

SCHOOL: \_\_\_\_\_ DATE: \_\_\_\_\_

***RATING SCALE***

E Excellent – performs above expected performance level.
G Good – performs at expected performance level.
F Fair – needs improvement.
NA Not Applicable – category does not apply to job.
Comments/Recommendations – required on every evaluation.

***EVALUATION***

JOB RESPONSIBILITIES	E	G	F	NA
Accuracy of Work				
Thoroughness of Work				
Initiative				
Communication Skills				
Organizational Skills				
Follows Directives				
Quality of Work				
Rapport with staff				
Adherence to policy and procedure				

COOPERATION	E	G	F	N/A
Acknowledges supervisory directives				
Works well with others				
Reliability/dependability				
Sound judgment and decision making				

HEALTH CONCERNS AND APPEARANCE	E	G	F	N/A
Effective Use of:				
Gloves				
Hair restraints				
Appropriate uniform				
Work apron				
Proper food handling procedures				

**SUPERVISOR'S COMMENTS/RECOMMENDATIONS:**

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**POST-CONFERENCE**

Evaluations of Cafeteria employees must be reviewed in a post-conference meeting. The employee should read and discuss the evaluation with the evaluator. The employee has the right to comment or rebut the evaluation. If so, attach a statement on a separate paper.

**SUMMARY OF CONFERENCE: (Include employee's comments)**

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EVALUATION SUMMARY RATING: E \_\_\_\_\_ F \_\_\_\_\_ G \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Title/Position: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_