

CONTRACT

Between the

SCHOOL COMMITTEE

Of the

TOWN OF HOLLISTON

And the

HOLLISTON CAFETERIA ASSOCIATION

July 1, 2021

June 30, 2024

1. GENERAL

The work year for all Holliston Cafeteria Association members will coincide with the number of days student lunches are served in the member's assigned school, unless otherwise noted. All active employees are expected to, and will have the opportunity to, work their regularly scheduled number of hours for each workday. Additional time will be handled on an as needed basis.

Employees who are hired to work 20 or more hours per week on a **permanent** basis are considered full-time employees. Employees hired to work less than 20 hours a week on a **permanent** basis are considered part-time employees. All employees are paid an hourly rate for the actual time worked.

2. SICK LEAVE

Permanent full-time employees are entitled to one (1) sick leave day per month and may accumulate sick days over a ten (10) month school year.

Sick leave not used during the school year may be accumulated to 120 days.

Sick leave accrued by permanent full-time employees may be used in full-days or half-days.

New part-time employees will earn one (1) sick day following each 3 months of service (for the current fiscal year) starting with the date of hire, earning a maximum of up to three (3) sick days per year. Sick days not used by part-time employees will not carry over from one school year to the next.

All other part-time employees will earn up to three (3) sick days per year according to the following schedule:

- #1 – Earned as of the first day of the current school year
- #2 – Earned as of December 1st of the current school year
- #3 – Earned as of March 1st of the current school year

3. EMERGENCY LEAVE

In the event of a serious illness or *accident* of a member of the immediate family which includes spouse, children or other household members, all employees may use a maximum of five (5) days that will be deducted from the employee's sick leave days. *The employee should immediately discuss the specific circumstances with his/her manager and be in contact with the Director within a reasonable time period.*

4. BEREAVEMENT LEAVE

All employees are eligible for Bereavement Leave which is payment up to (5) five consecutive calendar days for a death in the immediate family which includes father, mother, brother, sister, spouse, child, grandparent, grandchild, a relative living with the employee, as well as a household member for whom the employee holds a health care proxy. Employees are eligible for Bereavement Leave of 1 (one) day in the event of the death of an aunt, uncle, niece or nephew. All of the above categories will include in-laws and step relations as applicable. If the member provides prior notice to the Food Service Director, the five (5) bereavement days may be taken as four (4) consecutive days with one (1) day held for cremation services if it would not be part of the initial bereavement period.

5. PERSONAL LEAVE

Permanent full-time employees will be granted three (3) days per year for personal business.

Permanent part-time employees will be granted one (1) day per year for personal business.

Personal Leave is not cumulative from year to year.

The intent of Personal Leave is to allow employees time for business or personal commitments that cannot be scheduled at any time other than during a workday. All employees may take up to two (2) unpaid days for personal leave.

Paid Personal Leave may not be taken on the days immediately before or after a vacation period, holiday weekend, holiday or a professional day. This restriction may be waived by the Superintendent of Schools or designee. However, on any given day, only one personal leave day (paid or unpaid) can be granted per school and will be handled on a first come, first serve basis. Except in the case of an emergency, all personal leave days are subject to the manager's approval and ability to cover for the individual.

All personal day requests will be responded to by the Director within 24 hours of receipt whenever possible.

Guidelines for Personal Leave are Attachment A to this contract.

A Personal Leave request must be sent to the Food Service Director, if possible forty eight (48) hours prior to the day requested. In the case of an emergency the request shall be submitted the day the employee has returned to work. If it is not filed by that time, a payroll deduction will be made and will not thereafter be adjusted. It is the employee's responsibility to see that forms are filed promptly.

In any instance when a Personal leave request is denied, the employee will be notified.

6. PAY BEFORE OR AFTER SCHOOL-SPECIFIC WORK HOURS

When employees are needed before or after normal work hours, the Cook Manager will determine the number of employees needed on a particular day and obtain approval from the Food Service Director. Each such employee will be paid for the actual time worked at said employee's rate.

Extra work hours will be offered to all Certified National Restaurant Association's Sanitation Certified (ServSafe) full time employees first, then part-time permanent employees. These hours will be granted based on seniority, on a rotating basis. The employee must have the skills required to perform the particular duties.

7. SPECIAL PARTIES

The hourly rate will be *one and one-half times* their normal rate of pay. This rate will be paid to employees who work on *Awards Banquets, Open House, Professional Days (when student lunches are not served) or any other large group function that requires food preparation and/or set up over and above the regular work day.*

8. PAY WHEN TEMPORARILY FILLING A POSITION

When an employee is filling in for another employee, they shall be paid as follows:

If the *TEMPORARY* position is:

Cook Manager - employee will be paid an additional \$10.00 per day for the first five (5) work days. Beginning on the sixth consecutive work day, the employee who assumes the managerial responsibilities shall be paid at the Cook/Manager level for each subsequent consecutive work day at said employee's appropriate step.

General Worker - part-time employees who fill in as general workers and work more than 20 hours a week for two (2) consecutive weeks will receive an additional \$0.50 an hours starting on the eleventh consecutive work day and continue for each subsequent consecutive workday.

9. METHOD OF FILLING POSITIONS

When a position becomes available, it will be posted internally for five business days. The Director of Food Services will interview all members who apply for said position. The results of the interviews will be reported to the applicants in writing in a timely manner, preferably within two weeks. If none of the interested Food Service members are qualified, the position will then be advertised outside the system. The position will be awarded to the most qualified person.

10. HOLIDAY PAY

Permanent full-time employees will be paid for the following holidays:

Labor Day, Columbus Day, Veterans Day, Thanksgiving, day after Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, Good Friday, Patriot's Day and Memorial Day.

Permanent part-time employees will be paid for Columbus Day.

11. COOK MANAGERS

When a cafeteria worker is promoted to cafeteria manager, she/he will be placed at Step 4 on the Cook/Manager pay scale. That new manager will be reviewed quarterly providing the potential for maximum pay within one calendar year.

12. CONTRACT GRIEVANCES

In the event that a grievance can not be resolved between an employee and his/her manager, the employee and the manager will then meet with the Food Service Director to resolve said issue. If an agreement still can not be reached, the final interpretation of the terms of this contract shall be resolved by a meeting between the individual employee, the Food Service Director and the Superintendent of Schools for the Town of Holliston, or his/her designee.

13. ATTIRE

All Association members shall dress in an appropriate manner. The required uniform will consist of a red or black short or long sleeve shirt. Slacks must be black. For safety reasons, no shorts, athletic pants or leggings are allowed. Non-skid shoes are required. Hat, visor or hairnet must be worn

Commencing in the 2022-2023 school year, all permanent full-time employees will receive a \$180 clothing allowance with a \$90 payment issued on the second September check and a second \$90 payment issued on the second February check. All permanent part-time employees will receive a \$90 clothing allowance with a \$45 payment issued on the second September check and a second \$45 payment issued on the second February check. Receipts will not be required.

14. TRAINING

All employees will be required to attend a National Restaurant Association's Sanitation course for food service employees. All new employees will have to pass the course within twelve (12) months of employment. Employees will be allowed to take this course/exam a second time if they do not pass the exam. Failure to pass a second time may result in termination of employment. The course(s) and examinations(s) will be paid by the employer.

15. NEW EMPLOYEES

All new employees will be required to complete a six-month probationary period.

All new employees must complete three months of service in order to be eligible to receive, holiday, personal or sick leave.

16. JOB DESCRIPTIONS

Job descriptions for all Association positions will be developed and negotiated with the Association and the School Committee.

17. METHOD AND TIME OF PAYMENT

All workers shall be paid pursuant to Chapter 149, Section 148 of the General Laws of the Commonwealth of Massachusetts. Time records shall be submitted for each school to the Director of Food Services for approval. Accompanying each paycheck will be an itemized payroll deduction statement showing gross earnings, itemized deductions, total deductions and net earnings. Employees shall have the option of direct deposit at the bank or credit union of their choice, to the same extent as other Town Employees.

Full-time employees will be paid based on an estimated annual compensation divided evenly over 22 pay periods. This base shall be modified by additional time worked, unpaid leave and/or calculation amendments. Part-time employees and substitutes are paid for actual number of hours worked for the given pay period.

Effective September 1, 2011, paychecks for all new employees, as well as paychecks for all existing employees who currently use direct deposit, shall be made by direct deposit.

18. INCENTIVE BONUSES

All permanent full-time employees, if they maintain perfect attendance, may sell their annual allotment of sick days back to the District at a rate of \$15.00 per day. All permanent part-time employees, if they maintain perfect attendance, may sell their annual allotment of sick days back to the District at a rate of \$7.50 per day. Attendance is considered perfect when an employee has worked the entire school year and has not taken any sick time or unpaid personal leave days.

19. CELL PHONE USAGE

Cell phones shall not be utilized within the kitchen, except for an emergency situation

20. TRANSPORTING OF FOOD

Members will not be required to transport food in their own vehicles.

Attachment A

Guidelines for Personal Leave

The following are suggested reasons for requesting a personal leave:

- Adoption of a child
- Bereavement of a personal friend
- Birth of a child
- Court appearance
- Doctor appointments
- Funeral, not immediate family
- Graduation of employee or immediate family member from institution of higher learning
- Legal commitments and transactions
- Marriage of employee or immediate family member
- Member of immediate family leaving for or returning from college
- Member of immediate family leaving for or returning from military service
- Moving of a permanent residence
- Real Estate business – sale, purchase, or passing papers
- Serious family illness

CAFETERIA SALARY SCHEDULE

July 1, 2021 – June 30, 2022

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cook Manager				\$ 22.07	\$ 22.98	\$ 23.83	\$ 24.68
General Worker	\$ 15.61	\$ 16.06	\$ 16.61	\$ 16.99	\$ 17.48	\$ 17.95	\$ 20.22
Part-time	\$ 15.00	\$ 15.05	\$ 15.10	\$ 15.15	\$ 15.20	\$ 15.49	\$ 17.47
Substitute	\$ 15.00						

July 1, 2022 – June 30, 2023

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cook Manager				\$ 22.62	\$ 23.55	\$ 24.43	\$ 25.30
General Worker	\$ 16.00	\$ 16.46	\$ 17.03	\$ 17.41	\$ 17.92	\$ 18.40	\$ 20.73
Part-time	\$ 15.38	\$ 15.76	\$ 16.16	\$ 16.56	\$ 16.98	\$ 17.40	\$ 17.91
Substitute	\$ 15.38						

July 1, 2023 – June 30, 2024

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cook Manager				\$ 23.19	\$ 24.14	\$ 25.04	\$ 25.93
General Worker	\$ 16.40	\$ 16.87	\$ 17.46	\$ 17.85	\$ 18.37	\$ 18.86	\$ 21.25
Part-time	\$ 15.76	\$ 16.16	\$ 16.56	\$ 16.98	\$ 17.40	\$ 17.84	\$ 18.36
Substitute	\$ 15.76						

Cafeteria Secretary/Bookkeeper

Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2021-2022	\$ 18.69	\$ 19.43	\$ 20.26	\$ 21.09	\$ 21.98	\$ 22.88	\$ 26.95
2022-2023	\$ 19.16	\$ 19.92	\$ 20.77	\$ 21.62	\$ 22.53	\$ 23.45	\$ 27.62
2023-2024	\$ 19.64	\$ 20.42	\$ 21.29	\$ 22.16	\$ 23.09	\$ 24.04	\$ 28.31

As a result of collective bargaining between the School Committee of the Town of Holliston and the Holliston School Cafeteria Association, the attached contract between the School Committee of the Town of Holliston and Holliston Cafeteria Association has been accepted by both parties.

IN WITNESS WHEREOF, the parties of the Contract have caused these presents to be executed by their agents hereunto duly authorized as of the _____ day of _____, 2022.

APPROVED:

HOLLISTON CAFETERIA ASSOCIATION

FOR HOLLISTON SCHOOL COMMITTEE
