AGREEMENT

Between

THE SOUTH HADLEY SCHOOL COMMITTEE

And

THE SOUTH HADLEY CAFETERIA EMPLOYEES ASSOCIATION

July 1, 2021 - June 30, 2024

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This Agreement is entered into by and between the School Committee and the Town of South Hadley, hereinafter called the Committee, and the South Hadley Cafeteria Employees Association, hereinafter called the Association.

ARTICLE I RECOGNITION

The Committee recognizes the Association as the sole and exclusive bargaining agent relative to wages, hours and conditions of employment for the following classifications of employees in the South Hadley school system:

- A) Senior Cooks
- B) Assistant Cooks
- C) Cafeteria Helpers

Cafeteria employees shall adhere in all instances to the following lines of authority.

- (1) Cafeteria employees shall be directly responsible to and shall follow the directions of the responsible senior cook;
- (2) The responsible senior cook shall be directly responsible to and shall follow the directions of the cafeteria director.

It shall be a condition of employment that all senior cooks and assistant cooks maintain certification in Servsafe or its successor organization. A person to be employed as a senior cook or assistant cook shall have certification in Servsafe (or its successor organization) within one (1) year of hire.

ARTICLE II REPRESENTATION

The Association shall, forthwith, designate members as delegates who shall be the sole representatives of the Association for all purposes of this Agreement. The names of such delegates shall be submitted to the Committee within ten (10) days of such designation and the names of any successor shall be submitted to the Committee within ten (10) days of such designation.

ARTICLE III NEW CLASSIFICATIONS

No classification in the cafeteria service of the South Hadley Schools shall be created other than those listed above, nor shall any of these classifications be eliminated without consultation between the Committee and the Association.

As used throughout this Agreement, "regular full-time" means regularly working at least twenty-five (25) hours per week during the school year. "Regular part-time" means regularly working twelve (12) hours per week during the school year.

Those employees who do not qualify for the number of hours listed above are not eligible for fringe benefits, except as specified in the Agreement.

ARTICLE IV MANAGEMENT'S RIGHTS CLAUSE

The parties agree that the operation of the School Department of the Town of South Hadley, the supervision of the employees, and of their work, are the rights of the Committee and/or their agents.

Accordingly, subject to the provisions of this Agreement, the making of reasonable rules to assure orderly and effective work, to determine the quantity and types of equipment to be used, to introduce new methods and facilities, the making of work schedules; the determination of what and where duties will be performed and of employee competency; in conformance with the laws of the Commonwealth of Massachusetts and the Town of South Hadley, the hiring, transfer, promotion considerations of the School Department by any employees or the Association are management rights.

ARTICLE V NO-STRIKE CLAUSE

During the term of this Agreement, the parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages; slow-downs; or interferences or interruption with the operations of the school department by employees or the Association. Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other employers or Associations) who are not signatory parties of this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge; and any claim by either party against the other of a violation of this article, shall be subject to arbitration as provided for under this Agreement.

ARTICLE VI NON-DISCRIMINATION CLAUSE

The Superintendent shall not unlawfully discharge or discriminate against any person with respect to promotion, assignment or any other matter because of race, color, age, sex, sexual orientation, gender identity, union membership or union activities and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder.

Neither the Committee, its agents, nor any supervisory personnel shall discriminate against or discharge any employee because he/she has filed or processed any grievance under this Agreement or instituted any proceeding under any state or federal statute relating to wages, hours or conditions of employment.

ARTICLE VII VACANCIES

Whenever a vacancy or opening occurs in a position contemplated by this Agreement, whether on account of a change in an individual's classification, promotion, death, retirement, resignation, discharge, the erection of a new building, the addition of a kitchen in an old school, or a decision to increase the number of employees, the following procedure shall be followed:

A) The Superintendent of Schools shall email notice of the vacancy to each senior cook for immediate posting not less than one (1) week prior to the opening of applications. The notice shall contain the name of the school and the classification required. The Superintendent shall notify the president of the Association of vacancies which occur during the summer.

- B) Any employee who wishes to be considered for the position shall make written application to the Superintendent of Schools prior to the opening of applications.
- C) The Superintendent shall consider seniority and ability and when all the factors which constitute ability are relatively equal, seniority shall apply. Seniority is defined as the length of continuous service in the school cafeteria.
- D) Employees having the same initial reporting date for work will have their seniority determined as follows:

A meeting will be held between the employer's representatives, the Association's representatives, and the employees involved. A chance selection(s) to determine the order of seniority will be made and this shall remain the order of seniority from that time forward.

E) When an employee moves from one appointed position to another, the food services director and head cook will evaluate the employee's performance before the employee has worked thirty (30) actual work days. If the employee has not satisfactorily performed the duties of the new position, the employee may be moved back to the previously held position. If there is an open position and a temporary replacement is needed, no employee will be forced to work in that capacity if he/she does not have the physical ability or qualifications to do so.

If an individual retires or resigns and returns within one (1) year, they will be rehired at the step on which they left employment but placed on the pay classification for the position they are rehired at. No additional leave or benefits would be recouped by the employee.

F) A list specifying the seniority of each member of the bargaining unit shall be prepared by the Superintendent and forwarded to the president of the Association within thirty (30) calendar days following the execution of this Agreement. An updated "seniority list" shall be supplied by the Committee annually thereafter. Within thirty (30) calendar days after the signing of this Agreement, a list of employees, arranged in the order of their seniority, shall be posted on all Association bulletin boards within each school and copy furnished to the Association.

Claims for corrections to such lists must be made to the employer and the Association within thirty (30) calendar days after such posting and after such time the lists will be regarded as correct. Any dispute, if raised by the Association within the thirty (30) calendar day period, concerning an employee's seniority shall be referred to the grievance procedure as provided herein.

ARTICLE VIII TEMPORARY VACANCIES/COMPENSATION

The food services director or his/her designated representative, shall be responsible for filling temporary vacancies caused by promotion, death, retirement, personal or family illness, or vacation of any cafeteria employee subject to the approval of the school principal.

When a cafeteria employee in a lower classification is assigned on a temporary basis to fill a vacancy for an employee in a higher classification for a period of more than three (3) consecutive working days, the cafeteria employee shall be entitled to the compensation of such higher classification from the first day of such assignment.

ARTICLE IX HOURS AND OVERTIME

The employer shall determine and schedule the hours of work for each employee. There shall be a ten minute break within each four hour work shift.

The overtime rate of time and one-half of the employee's straight time hourly rate shall be paid for all hours worked over eight hours in one day. Overtime will be awarded based on need determined by the director. When the director or his designee determines that there is a need for overtime at a particular location, the person with the most seniority, qualified to perform the job for which overtime is needed and working at that location, will be first offered the opportunity to work the overtime. If the employee with the most seniority, qualified to perform the work needed, declines the offer of overtime, the opportunity will be offered, in order of seniority, to those persons qualified to perform the work, regularly employed at other locations. If all persons decline the offer of voluntary overtime, the director of his designee, reserves the right to assign mandatory overtime to an employee qualified to perform the work.

ARTICLE X SALARIES

Salaries payable under this contract are attached as Appendix A and are incorporated into this contract by reference.

The cafeteria director shall have the discretion to establish pay rates for former employees who accept substitute work assignments up to the regular hourly rates established in this Agreement.

Pursuant to Article VII of this Agreement, the District may hire at whatever step is appropriate for the new employee's experience. The Association will be given notice of such decision and an opportunity to discuss the impact of such decision with the School Committee or its designees.

ARTICLE XI LONGEVITY

In addition to the salary or wage of a regular full-time employee as noted in Appendix A, each said employee shall receive additional annual compensation as follows:

All longevity payments due will be paid in the final paycheck in June.

\$235	After 5 Years		
\$389	After 10 Years		
\$521	After 15 Years		
\$653	After 20 Years		

Regular part-time employees shall receive longevity compensation pro-rated in accordance with the ratio that their continuous part-time employment bears to full-time employment in their department.

ARTICLE XII HOLIDAYS

All cafeteria employees shall be paid in full, at their regular rates, for the following holidays:

Columbus Day	
Veterans' Day	
Thanksgiving Day	
Day after Thanksgiving	
Christmas Day	
Labor Day (*)	

* Provided the employee is required to work <u>before</u> Labor Day.

In order to be eligible for pay on the above enumerated holidays, the following conditions must apply:

- 1) If school does not commence before Labor Day, the last work day will be the last day of school in the previous academic school year.
- 2) The Superintendent reserves the right to schedule work during any of the above listed holidays. Any employee working on these aforementioned holidays shall receive their regular rate in addition to the holiday pay for that day.

Employees who are normally classified as "two hour" employees will be eligible for holiday benefits.

ARTICLE XIII VACATION

Regular full-time and regular part-time employees, hired prior to September 1, 2014, who have completed the below specified periods of consecutive employment as of June 1, of each calendar year, shall be entitled to an annual vacation payment based on the number of days specified, multiplied by the employee's normal hourly rate and at the normally scheduled daily hours of the employee.

<u>SERVICE</u>	VACATION
30 Weeks	8 Days
8 Years	12 Days
12 Years	16 Days
20 Years	21 Days*
	(*effective July 1, 2012)

Employees who do not qualify as regular full-time or regular part time employees as established by this Agreement, shall not be entitled to the benefits of this Article. All new cafeteria employees hired after September 1, 2014 will not be entitled to vacation time.

Employees who have been employed for less than thirty (30) consecutive weeks as of June 1 shall be entitled to a vacation payment at the normal day's pay rate in the amount of one (1) day for each full month of such employment.

Vacation payments will be calculated at the close of the school year and paid.

Bargaining unit members may elect to use vacation time during school year vacation weeks.

ARTICLE XIV SICK LEAVE

Section 1 - Sick Leave

Regular full-time and regular part-time employees shall be entitled to personal sick leave at the rate of one and one-half (1-1/2) days per month of employment accumulative to a maximum of one hundred eighty-four (184) days.

Said sick leave shall be calculated in relation to the number of hours per day that an employee is normally scheduled to work.

Illness shall also include spouse and dependent children and dependent parents, but in no event will the School Committee pay more than five (5) days of sick leave in any one (1) year under this section.

It is agreed between the parties, that a list will be posted once a year, in September, stating how many sick leave hours have been used, and how many sick leave hours are remaining for all Association members, provided that a written request is submitted for such by the Association secretary in September. The list will be posted within fifteen (15) working days from receipt of a request by the Association secretary.

The Superintendent, or designee, may request a cafeteria employee to furnish a doctor's note for any absence in excess of five (5) days in any given school year, or any period of time for an absence covered by FMLA.

Accumulated sick leave shall not be taken immediately prior to retirement unless properly charged to sick leave under this Article.

If a paid holiday occurs during sick leave, the employee shall receive holiday pay in place of sick pay for that day.

Should the Superintendent feel that it may be necessary, the School Department, at its expense, may require an examination by a physician of its choice, and the results of this examination may determine the continuation of paid sick leave.

Section 2 - Medical Leave of Absence

Any employees who have used all their sick leave may apply for a medical leave of absence without pay, and if such leave is granted by the Superintendent, the employee's continuity of service shall not be broken.

Section 3 - Sick Leave Buy Back

An employee with twenty (20) or more years of continuous full-time service to the South Hadley school system may notify the Superintendent of his/her intention to retire, and, if he/she so notifies the Superintendent in writing by March 1 of the fiscal year before he/she retires, unless the retirement is due to sickness or disability, he/she may have his/her accumulated sick leave reduced by twenty (20) days and be paid twenty (20) days, calculated at his/her per diem rate, as of the retirement date, as a one time severance payment upon retirement. Said severance payment will not be considered regular earnings for purposes of statutory retirement contributions or benefits to be received under any statutory retirement program. To be eligible for this severance payment, the employee must have accumulated at least 100 days of sick leave at the time the written notice is served on the Superintendent. The value of sick leave buy-out will be permanently frozen to the June 2014 salary schedule rate for all existing employees and this benefit will not be available to future employees hired after September 1, 2014.

ARTICLE XV PERSONAL DAYS

Two (2) days leave with pay, per school year, non-cumulative, may be allowed with the approval of the Superintendent or his/her designee, for imperative personal business which cannot be effectively conducted outside of work hours, but if not used within the school year, the employee will be paid at the end of the fiscal year for any remaining personal day(s) at the rate of 50% of the employee's regularly scheduled straight time hourly rate per each day. Reasons for such leave must be submitted to the Superintendent or his/her designee, in writing, as soon as possible and whenever possible, not less than seventy-two (72) hours before the absence occurs. In no instance shall this leave be requested to extend a holiday or vacation except in emergency situations when the Superintendent or his/her designee approves. Personal days are not deducted from accumulated sick leave. Personal days shall be available for all cafeteria employees, prorated for those working part-time or less than full time.

ARTICLE XVI BEREAVEMENT LEAVE

In the event of death in the immediate family, the employee shall be allowed paid leave at his/her regular rate for up to five (5) working days, between the date of death and the date of interment. However, this leave is only available for days that the employee would have otherwise worked and on which the employee would not have been absent for any other reason.

For the purpose of this section, "immediate family" means father, mother, stepfather, stepmother, brother, sister, grandparents, father-in-law, mother-in-law, son, daughter, grandchild, son-in-law, daughter-in-law, wife, husband.

In addition, bereavement leave will also be granted according to the following:

Other relatives residing in the employee's home, three (3) days Aunt, uncle, nephew, niece, one (1) day

ARTICLE XVII LEAVES WITHOUT PAY

(A) <u>General Purpose Leaves</u>

An employee ordinarily may receive leave of absence without pay for a period not to exceed three (3) months for valid personal reasons, excluding gainful employment, upon application to and approval of the Superintendent of schools. This application must be made a reasonable length of time in advance. One extension not to exceed thirty (30) days will be granted if in the opinion of the Superintendent unusual circumstances warrant it, or if it is mutually advantageous to the school department and employee.

(B) Effect of Leaves without Pay

Employees who take approved leaves without pay, as described in paragraph (a) above shall maintain continuous service status with the school cafeteria department, providing they return to work for a minimum of thirty (30) days. However, an employee may upon application to and approval of the Superintendent of schools, receive a leave of absence without pay for a period not to exceed three (3) months for the purpose of serving a trial period of employment with another department of the South Hadley Schools or the Town of South Hadley. The trial period may not be extended and at the end of said trial period the employee must return to the school cafeteria position or resign. The employee during this trial period will not suffer any loss of seniority nor will this trial period be considered a break in continuous service for the cafeteria department.

(C) <u>Family and Medical Leave Act</u>

Leaves under the provisions of this Agreement which are eligible for coverage under the Family and Medical Leave Act (FMLA) shall be regarded as both FMLA and contractual leave, and the more liberal of the provisions shall apply.

ARTICLE XVIII UNIFORMS

The School Committee will make available an annual clothing/cleaning allowance as follows for each bargaining unit member. Cafeteria workers are required to purchase and maintain two (2) approved* sets of clothing to include pants, shirts, aprons, and shoes. Employees at each school may agree upon the color of the uniform for that school. Provided, however, that if employees cannot agree upon a uniformed color for all employees at a particular location, or if there is deviation from the single color of uniform, the director reserves the right to direct employees that white uniforms shall be worn. Employees must report to work with clean and undamaged clothing and shoes, and these items are not to be worn when employees are off duty from their regular hours of work under this Agreement. The School Committee reserves the right to identify said clothing, aprons and white shoes as being the property of the school department. The following allowance will be paid at the beginning of the school year as follows, based upon the regular schedule for which the employee is hired:

Up to 15 Hours/Week	\$115.00
15 to 30 Hours/Week	\$160.00
More than 30 Hours/Week	\$210.00
Van Driver	\$ 75.00

The benefit will be pro-rated for mid-year hires.

* Approved clothing to consist of:

- 1. Linen, cotton or sweat pants;
- 2. Polo shirts;
- 3. Non-man's T-shirt (example: "Hanes Her Way" Pocket tee);
- 4. Long sleeve sweatshirt;
- 5. Apron;
- 6. Non-open toe white or mostly white shoes or sneakers;
- 7. Visor (to be supplied by the school department upon hire and at least once every year).

ARTICLE XIX TRAVEL

The School Committee will reimburse cafeteria employees for travel between school buildings when authorized in writing by the cafeteria director in furtherance of their duties at the Town rate per mile upon presentation of vouchers, once per month; effective July 1, 1999 the rate shall be the rate effective generally for district employees.

ARTICLE XX REDUCTION IN STAFF

Section 1

In the event it becomes necessary to reduce the number of employees in a classification in the bargaining unit the Superintendent will consider ability, qualifications, and the length of service and when the factors that constitute ability and qualifications are relatively equal, length of continuous service shall prevail. The laid-off employees, or the employee whose position is eliminated shall:

(1) Be transferred to any open position in the bargaining unit for which he/she is qualified; or

Replace an employee with the lowest seniority in the bargaining unit within the system whose job he/she has the ability and qualifications to perform satisfactorily.

(2) If for any reason, the employee doing the bumping fails to satisfactorily perform the job of the employee who was bumped, then the bumped employee shall be returned to his/her job and the bumping employee shall be laid off.

Employees must be able to perform the job and meet the job requirements, with acceptable work, without breaking in or training, provided however, that he/she has the normal instruction given to any new employee.

Section 2

Individuals laid off by classification will have, from the effective date of layoff, a two (2) year right of recall, by seniority, for any openings for which they

are qualified within this bargaining unit. The Superintendent will notify the laid off individuals within the recall period, by certified mail, of any openings for which they are qualified. Former cafeteria employees shall be given credit for all full-time prior service with the South Hadley Schools, providing they return to work within the recall period.

Section 3

All benefits, provided in accordance with seniority, to which a bargaining unit employee was entitled at the time of layoff, shall be restored upon re-employment, within the recall period as provided. Benefits earned will be on the same basis as employees of similar status.

Section 4

Laid off employees may continue group health and life insurance coverage during the recall period, as provided by the Committee to members of the bargaining unit, by reimbursing the town treasurer for full premium costs, provided it is permissible under the conditions of the carrier. Failure to forward premium payments to the town treasurer or refusal to return to employment upon recall will terminate this option.

Section 5

Bargaining unit employees on layoff will be given primary consideration for substitute work that they are qualified for and available to perform, by seniority. Substitute work will be compensated for at substitute rates which are the minimum rates for the classification concerned.

Section 6

Recalls will be in inverse order, by seniority, of the layoff, provided the employee then has the qualifications, ability, and job performance to perform the work available.

Section 7

(A) Five (5) days notice to be given prior to a scheduled layoff or reduction in hours.

(B) Said five (5) days notice is not to apply when a layoff or reduction in hours occurs due to operational difficulties or operational conditions beyond the Superintendent's control which prevent giving such notice.

Section 8

Should a lack of work develop in any school so that regular employees will not be needed for a period of more than ten (10) working days, employees will be laid off in inverse seniority order by classification within the system.

ARTICLE XXI PERFORMANCE EVALUATION

The performance of each member of this bargaining unit will be evaluated annually. The criteria, procedure and form to be used will be developed by the Superintendent of Schools. The Association will be advised of any contemplated changes in the evaluative criteria before said changes are implemented by the Superintendent.

ARTICLE XXII GRIEVANCE PROCEDURE

In the event that any employee who has completed his/her thirty (30) day probationary period has a grievance arising out of any matter contemplated by this Agreement, and for no other reason, the following procedure shall be followed:

- (a) The aggrieved employee shall submit triplicate copies of his/her alleged grievance to the grievance committee of the Association. The grievance committee shall set up a meeting between the aggrieved employee (and a representative of the Association if desired) and the cafeteria director. The meeting shall be held within ten (10) working days of the request for such meeting and if no settlement is reached the grievance shall be reduced to writing and submitted to the Office of the Superintendent.
- (b) A meeting shall be held between the representative of the Association and the Superintendent or his/her designee within ten (10) working days and if no settlement is reached, the

grievance may be submitted to the Committee who shall consider it at their next regular meeting.

- (c) If no settlement is reached between the Association and the School Committee within sixty (60) days of submission to the Committee, the grievance may be submitted to an impartial arbitrator whose decision will be final and binding. By mutual Agreement any grievance may be processed under the mediation and arbitration process of the American Arbitration Association.
- (d) If no grievance is filed within thirty (30) days after the employee knew, or should have known of the act, condition, or occurrence, on which the grievance is based, the grievance will be considered waived.

The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School Committee, the Association and the grievant. The expense, if any, of such arbitrator, shall be shared equally between the School Committee and the Association.

ARTICLE XXIII DUES DEDUCTION

It is agreed that General Laws (Ter.Ed.) Chapter 180, Section 17a, is effective in the Town of South Hadley and that deduction of the Association dues shall be made pursuant thereto. The Association shall be responsible for the compliance of its treasurer with the requirements of such statute.

ARTICLE XXIV VOIDABLE WAIVER

The waiver by either party of provisions or requirements of this Agreement shall not be deemed a waiver of such provisions or requirements for the future and shall not constitute a modification of this Agreement.

ARTICLE XXV SAVINGS CLAUSE

If any provision of this Agreement or application of this Agreement to any employee or group of employees shall be finally held to be contrary to state or federal law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect for the duration of this Agreement.

ARTICLE XXVI LABOR MANAGEMENT COMMITTEE

The Parties do hereby agree that at least once per year, or upon request to and at the discretion of the Superintendent, members of the Cafeteria Employees Association and the Superintendent or his designee will meet to discuss professional development and other improvements to the school lunch program. These individuals with be designated as the labor management committee. Any meetings to be held will occur within a reasonable time after written request is made to the Superintendent specifying the purpose and focus of the meeting.

ARTICLE XXVII ZIPPER CLAUSE

The Parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be re-opened on any item, whether contained herein or not, during the life of this Agreement.

ARTICLE XXVIII DURATION CLAUSE

This Agreement shall be in effect through June 30, 2024, and from year to year thereafter unless either party hereto sends written notice to the other party of a desire to terminate or amend any provision of this contract, said notice to be sent not later than sixty (60) days prior to the termination date thereof or any succeeding anniversary date.

Upon request by the Union, the Committee agrees to re-open the negotiations for this Agreement if the Committee provides base increases exceeding those provided in the Agreement to any bargaining units with unsettled contracts as of July 15, 1997.

IN WITNESS WHEREOF, the School Committee of the Town of South Hadley has caused these presents to be signed by its Chairman, duly authorized, and the South Hadley Cafeteria Association by its President, duly authorized, both on the day and date first above written.

SCHOOL COMMITTEE TOWN OF SOUTH HADLEY

12/15/2021 Date:____ 2/15/2021

By: _____

Its Chairman

SOUTH HADLEY CAFETERIA **EMPLOYEES ASSOCIATION**

Date: ____ 12/13/2021

By: <u>Trina M Marion</u>

Its President

APPENDIX A

CAFETERIA ASSOCIATION SALARY SCHEDULES

Cafeteria Helper

<u>Step</u>	Hourly Rate
1	\$14.25
2	\$15.00
3	\$15.30
4	\$15.61
5	\$15.92

All current cafeteria helpers and lead cafeteria helpers will be placed on Step 1 for the 2021-2022 school year.

Assistant Cook

<u>Step</u>	Hourly Rate
1	\$15.99
2	\$16.31
3	\$16.64
4	\$16.97
5	\$17.31

All current assistant cooks will be placed on Step 1 for the 2021-2022 school year.

Senior Cook

<u>Step</u>	Hourly Rate	Hourly Rate	Hourly Rate
	2%	2%	2%
1	\$16.04	\$16.37	\$16.69
2	\$16.72	\$17.05	\$17.39
3	\$17.50	\$17.85	\$18.21
4	\$18.17	\$18.53	\$18.90
5	\$18.85	\$19.23	\$19.61

II - STEP/CLASSIFICATION PLACEMENT

- A. Employees who are scheduled every day for full-time or part-time work shall be considered probationary for one (1) year from the date of hire, during which they will not be covered by the provisions of Article IX(grievance procedure).
- B. Advancement from the probationary rate to the minimum rate (Step 1) shall be made after an employee has successfully completed his/her 30 day probationary period.
- C. Advancement from Step 1 to Step 2 shall be after ten (10) working months of service in classification.
- D. Advancement from Step 2 and each subsequent step shall be made after an employee has been employed for ten (10) working months at each step.