

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**HVERHILL SCHOOL COMMITTEE**  
**AND**  
**SEIU LOCAL 888**  
**HVERHILL SCHOOL CAFETERIA EMPLOYEES**

**July 1, 2023 – June 30, 2026 (1<sup>st</sup> Agreement)**  
**July 1, 2026 – June 30, 2027 (2<sup>nd</sup> Agreement)**

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## **AGREEMENT**

The 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 SEIU Local 888 Haverhill School Cafeteria Employees, a voluntary and unincorporated Union located in the city of Haverhill, County of Essex, Commonwealth of Massachusetts, hereinafter referred to as the “Union.”

## **WITNESSETH**

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

### **ARTICLE 1 – EFFECTIVE DATE**

This first agreement shall remain in force and effect for the term beginning July 1, 2023 through June 30, 2026. The second agreement shall cover the period from July 1, 2026 through June 30, 2027.

### **ARTICLE 2 – BARGAINING REPRESENTATIVES**

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

### **ARTICLE 3 – RECOGNITION OF ASSOCIATION**

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

### **ARTICLE 4 – MUTUAL COOPERATION**

- a. The employer recognizes and agrees not to interfere with the rights of its employees to become members of the Union.
- 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 Union or because of any lawful activities on behalf of the Union.

- c. The Union agrees to cooperate with the employer in maintaining and improving the skill, ability, and productivity of its members as employees and eliminating waste abuse of privilege. The Union 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.

### **ARTICLE 5 – COMMITTEE RIGHTS**

The School Committee hereby retains those rights, power 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.

### **ARTICLE 6 – WORK YEAR AND WORK DAY**

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

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 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.

**Half Days:** Employees are required to work half of their approved bid hours during half days. All extra hours on half days must be approved by the Food Service Director.

**Payroll & Time Keeping:** Employees must always sign in and out at the actual time they arrive and leave work. If an employee is tardy to work they are not permitted to stay and make up the time later in the day with the Food Service Director's approval.



**Call Backs:** In the event an employee is called back to work to perform duties for the District, employees shall be compensated a minimum of two (2) hours of work at the rate of time and one half (1.5) the employee's regular pay. Employees who are called back shall complete all required work during the two hour call back time. Notwithstanding the provisions of this section, there shall be no pyramiding of overtime.

**Paid Lunch:** Employees who receive a paid lunch shall be required to remain on campus and be available to work as necessary.

#### **ARTICLE 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.

#### **ARTICLE 8 – VACANCIES**

Vacancies shall be posted within ten (10) days 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.

#### **ARTICLE 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 sick leave benefit which will be pro-rated.

## **ARTICLE 10 – HOLIDAYS**

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

1. Labor Day
2. Columbus Day
3. Veterans Day
4. Thanksgiving Recess – ½ day on Wednesday, Thursday and Friday
5. Martin Luther King Day
6. Memorial Day
7. Good Friday

Juneteenth (will be considered a paid holiday only if school is still in session and the members are required to work)

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

Employees shall be paid holiday pay based on the average actual hours worked by the employee in the preceding two weeks before the holiday.

## **ARTICLE 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 of sick leave during each fiscal year during which this contract is in full force and effect. All ten (10) 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 of one hundred and fifty (150) days.

All ten (10) month, full time (twenty plus hours per week) employees hired after July 1, 2015, shall be entitled to ten (10) days sick leave during each fiscal year which this contract is in full force and effect. These employees shall be entitled to accumulate sick leave up to a maximum of one hundred (100) days.

Employees shall be required to provide medical documentation after three (3) consecutive days of absence due to illness as well as the day before and after a holiday.

Routine doctor's appointments are not covered under sick time.

Medical Work Restrictions: Employees who end the previous school year on a doctor's medical restriction, such as lifting, pushing, pulling, standing, or any other restrictions, must provide an updated doctor's note prior to starting the new school year.

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 Union 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 Union agree to establish a Board consisting of the Union President, a second representative of the Union and two representatives of the School Committee.

The Boards will oversee the operation of a sick leave bank, which will operate 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. Employees have to contribute to the bank for at least five (5) years to be eligible to draw from the bank.
- c) An individual in need of assistance will petition 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 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.



- g) Additional sick leave through the sick leave bank shall only be requested upon the exhaustion of all available leave.

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 a 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.

## **ARTICLE 12 – ALLOWED ABSENCES – MISCELLANEOUS**

### **a. Emergency Family Leave**

Cafeteria employees shall be granted two (2) days of paid leave for 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, grandchild 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. Employees shall request and receive written authorization from the Superintendent, or his/her designee, prior to taking any allowed personal days.

With five (5) years or more of service shall be eligible for a second such personal day provided that there is no cost incurred by the School Committee (no requirement to fill) and that other provisions of this section are complied with.

Employees entitled to one or two personal days must submit the request in writing to the Food Service Director one week prior to the date requested, unless the request is the result of an emergency. Every effort will be made to approve the request, however, there may be times the employee will be asked to schedule a different personal day or days. Personal day requests for



the month of June must be submitted and approved by the Food Service Director prior to May 25<sup>th</sup>.

**d. Jury Duty**

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

**e. Perfect Attendance**

An employee with perfect attendance at the end of each quarter of the school work year shall receive a compensation bonus of one day pay. Any such quarterly bonuses earned will be paid after the end of the given school year on or before July 31. Employees with perfect attendance for the entire school work year shall receive an additional day's compensation for a total of five (5) days compensation. Use of paid leave time except sick time shall not impact eligibility for this perfect attendance bonus. The use of sick time, other than sick time used to cover school cancellations as noted in Article 7 of this agreement, shall exclude employees from eligibility for this bonus only for the quarter in which sick time was used.

All employees must fill out an employee leave form when requesting time off.

**Calling Out:**

When calling out for a shift all employees are expected to:

- Call the Food Service Director at a designated phone number two hours or more before your scheduled shift or as soon as the employee is aware they will be unable to work. Leave a message with their full name and school that you work at and stating the reason you're calling out so that payroll can be coded correctly.
- In addition, employees are required to call their assigned school lead to notify them of the employee's absence.
- School leads are required to also call the Food Service Director at a designated phone number.

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.

**ARTICLE 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 initial employment.

All food service workers are required to take vacation following the school calendar.

#### **ARTICLE 14 – HEALTH INSURANCE BENEFITS**

The City of Haverhill shall provide employees the same health insurance benefits and coverage provided to all other municipal employees pursuant to MGL c. 32B. Employees hired before July 1, 2011, shall pay twenty-five percent (25%) health insurance contributions for both PPO and HMO products. Employee's hired on or after July 1, 2011, shall pay thirty percent (30%) health insurance contribution for both PPO and HMO products.

##### **Flexible Spending Account under IRS Section 125**

The maximum annual allowable amount to be deducted on a pre-tax basis for the Flexible Spending Account and Medical Dependent Care Account shall be the maximum allowed amount according to the IRS.

##### **Opt-Out Plan**

The City of Haverhill will provide a health insurance opt-out option. Eligible employees who enroll in the program will receive a lump sum financial incentive payment. The amount will be \$1,500 for an individual and \$3,000 for a family. In order to be eligible for the program an employee must meet the following criteria: 1) the employee must have 24 consecutive months of enrollment in a City of Haverhill health plan, and 2) the employee must provide written proof of other (non-City of Haverhill) health coverage.

#### **ARTICLE 15 – SALARY SCHEDULES**

The parties hereby agree that, as set forth below and in schedules A, B, C, and D the employees with the jurisdiction of the Union shall be given:

Increase wages across the board as follows:

Café Helpers that fill in for Cooks will receive Step 1 of the Cooks hourly rate.  
Café Helpers that backfill for Cooks must be Serve Safe certified.  
All Cooks required to be "Serve Safe" certified;

In year 1 of the first contract (SY 2023-2024), wages for all members shall be increased by two dollars (\$2.00).

In year 2 of the first contract (SY 2024-2025), wages for all members shall be increased by one dollar (\$1.00).

In year 3 of the first contract (SY 2025-2026), wages for all members shall be increased by one dollar (\$1.00).

In year 1 of the second contract (SY 2026-2027), wages for all members shall be increased by one dollar (\$1.00).

Retroactive wages for Year 1 of the first contract shall be paid as soon as practicable following ratification and approval. Future wage increases shall be paid during the first full pay period of each new fiscal year.

No retroactive wages shall be due and owing to any person not employed at the time of the ratification of this agreement, or any subsequent agreement, unless said person left the employment of the Haverhill Public School to become an active M.G.L. c. 32 retiree.

#### **ARTICLE 16 – CALCULATION OF PAY FOR ALLOWED ABSENCES**

The amount of pay for 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.

#### **ARTICLE 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 (20) years of service shall have added to their annual salary, eight hundred twenty five dollars (\$825.00).

Effective July 1, 2012, 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 six hundred dollars (\$600.00).
- 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 eight hundred and fifty dollars (\$850.00).



- 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 one hundred dollars (\$1100.00).
- d. 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 four hundred dollars (\$400.00).

Any member of the bargaining unit who has prior full-time service in any other department with 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.

### **ARTICLE 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. Effective July 1, 2023, employees that work four (4) hours or more per day shall receive \$450.00.
- b. Effective July 1, 2023, employees that work less than four (4) hours per day shall receive \$300.00.

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, spandex or yoga pants
- 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)
- Hair restraint such as a hair net or approved visor while serving or working in food preparation



## **ARTICLE 19 – DUES DEDUCTION**

Effective August 25, 1997, the School Committee agrees to deduct from its employees dues for the SEIU LOCAL 888 Haverhill School Cafeteria Employees. Each employee must, in writing (form to be provided by the Union), 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 twenty (20) equal installments.

No later than September 30<sup>th</sup> of each year the Committee will provide the Union 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 Union in writing.

The Union 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 Union pursuant to the aforementioned paragraphs of this Article.

The employee agrees to accept a digital record of voice and/or electronic authorization for purposes of proof of dues authorization if requested by the Union in the future.

The employer agrees to pay these monies to the Union when they are deducted as noted above and to provide the Union with an electronic list of all employees holding bargaining unit positions and amount of deduction being made in that period for each employee.

## **ARTICLE 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)

## **ARTICLE 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 define 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 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 constructed 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 Union; provided, however, if the Union later determined that, in its view, the adjustment is inconsistent with the terms of the Agreement, then the Union 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 the rise of the grievance, submit the grievance in writing to the Supervisor of Cafeterias, either directly or through the Union’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.

**C. Level Three**

1. If the grievance is not resolved at Level Two, the Haverhill Public School Cafeteria Union may within ten (10) days after the Superintendent's response, submit the grievance to binding arbitration by sending written notice to the Superintendent, along with a list of names of arbitrators for consideration by the Committee. The Committee shall respond within ten (10) days after receipt of the Union's request by either (1) agreeing to an arbitrator proposed by the Union or (2) proposing an alternative list. The parties agree that their respective lists will be selected from among professional arbitrators.
2. In the event the parties have not agreed on the selection of an arbitrator within thirty (30) days after the Superintendent's receipt of the Union's initial written notice, the Union may proceed to arbitration by filing a written notice with the American Arbitration Association, with a copy sent to the Superintendent of Schools. The decision of the arbitrator will be submitted to the School Committee and to the Union and will be final and binding, except as hereinafter provided in Paragraph C3.
3. The costs for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Union.
4. It is expressly agreed and understood that this provision as to the arbitration will not apply to negotiations.
5. No grievance involving a discharge or suspension of an employee which is governed by regulations of the Civil Service Commission may be submitted for arbitration.



6. Any arbitrator appointed pursuant to this Article shall be without power to alter, amend, add to or delete from the express language of this agreement.

## **ARTICLE 22 – PROFESSIONAL DEVELOPMENT**

All Cooks 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. 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. In addition, said training shall be provided annually at no cost to cafeteria helpers, based on availability.

All 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.

## **ARTICLE 23 – CATERING**

Catering work shall be defined as any food preparation work outside of the regular breakfast or lunch menu or work related thereto that is either:

- (1) Charged to a non-school (including, but not limited to, other City departments) department third party during school hours; or,
- (2) Performed outside regular work hours.

All catering work performed shall be paid at the overtime rate provided the employee has worked in excess of forty (40) hours for the work week or work is performed after regular work hours. Such work shall be offered by seniority on a rotating basis.

## **ARTICLE 24 – TRAVEL**

Employees who are required to travel from one worksite to another with their own personal vehicle shall be reimbursed the IRS rate for all miles traveled.

## **ARTICLE 25 – TELEPHONES/ELECTRONICS**

### **Use of Telephones and other Electronics**

During work hours, employees may not use cell phones or other electronic devices. Devices may be used during breaks. Employees may not take pictures or other recordings of students or staff.



**ARTICLE 26 – LAYOFF/FURLOUGH**

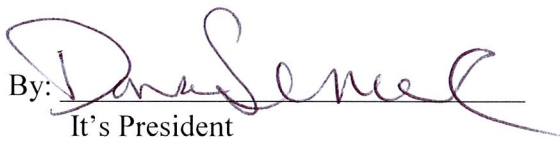
A furlough shall be defined as a temporary separation from employment due to a lack of work for which the employer expects to recall the employee at a future time, rather than a permanent separation from employment. In the event the District needs to furlough or employees at any time, the Committee recognizes employees’ rights to file for and collect Unemployment Insurance Benefits, to the extent allowed by law, for those periods of time when they are furloughed. Furloughs and of full-time employees covered under this agreement shall take place after all substitute and part-time employees are relieved of duty first. Furloughs of bargaining unit employees shall take place voluntarily first by seniority. If the necessary number of employees to be furloughed is not met by those who voluntarily accept a furlough, employees shall then be furloughed by inverse seniority. The Committee will continue to contribute to furloughed employees’ health insurance benefits provided that any such furloughed employees continue to make timely payment of the employee share towards the cost of any such health insurance benefits. In the event that any permanent reductions in work force are necessary, such reductions will be subject to impact bargaining.

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

HAVERHILL SCHOOL COMMITTEE

SEIU LOCAL 888 HAVERHILL  
SCHOOL CAFETERIA EMPLOYEES

By:  \_\_\_\_\_  
It's Chair

By:  \_\_\_\_\_  
It's President

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: 10/27/23

**Schedule A**

<b>HAVERHILL CAFETERIA DEPARTMENT – SALARY SCHEDULE</b>
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JULY 1, 2023 – JUNE 30, 2024 - Increase scale by \$2.00

<b>CATEGORY</b>	<b>STEP</b>	
Cafeteria Helper	1	\$17.84
	2	\$18.13
	3	\$18.46
Cook	1	\$20.90
	2	\$21.17
	3	\$21.59
Storekeeper		\$22.30
Drivers		\$21.56

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

Under 400 students	\$ .75 per hour
400-599 students	\$1.25 per hour
600-800 students	\$1.75 per hour
800+ students	\$2.25 per hour (Lead Manager Only)

All Cooks required to be Serve Safe certified. Caf  Helpers that fill in for Cooks will receive Step 1 of the Cooks hourly rate. Caf  Helpers that backfill for Cooks must be Serve Safe certified.

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

**Schedule B**

**HAVERHILL CAFETERIA DEPARTMENT – SALARY SCHEDULE**

JULY 1, 2024 – JUNE 30, 2025 - Increase scale by \$1.00

<b>CATEGORY</b>	<b>STEP</b>	
Cafeteria Helper	1	\$18.84
	2	\$19.13
	3	\$19.46
Cook	1	\$21.90
	2	\$22.17
	3	\$22.59
Storekeeper		\$23.30
Drivers		\$22.56

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

Under 400 students	\$.75 per hour
400-599 students	\$1.25 per hour
600-800 students	\$1.75 per hour
800+ students	\$2.25 per hour (Lead Manager Only)

All Cooks required to be Serve Safe certified. Café Helpers that fill in for Cooks will receive Step 1 of the Cooks hourly rate. Café Helpers that backfill for Cooks must be Serve Safe certified.

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

**Schedule C**

HAVERHILL CAFETERIA DEPARTMENT – SALARY SCHEDULE
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JULY 1, 2025 – JUNE 30, 2026- Increase scale by \$1.00

<b>CATEGORY</b>	<b>STEP</b>	
Cafeteria Helper	1	\$19.84
	2	\$20.13
	3	\$20.46
Cook	1	\$22.90
	2	\$23.17
	3	\$23.59
Storekeeper		\$24.30
Drivers		\$23.56

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

Under 400 students	\$.75 per hour
400-599 students	\$1.25 per hour
600-800 students	\$1.75 per hour
800+ students	\$2.25 per hour (Lead Manager Only)

All Cooks required to be Serve Safe certified. Caf  Helpers that fill in for Cooks will receive Step 1 of the Cooks hourly rate. Caf  Helpers that backfill for Cooks must be Serve Safe certified.

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



## Schedule D

### HAVERHILL CAFETERIA DEPARTMENT – SALARY SCHEDULE

JULY 1, 2026 – JUNE 30, 2027- Increase scale by \$1.00

CATEGORY	STEP	
Cafeteria Helper	1	\$20.84
	2	\$21.13
	3	\$21.46
Cook	1	\$23.90
	2	\$24.17
	3	\$24.59
Storekeeper		\$25.30
Drivers		\$24.56

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

Under 400 students	\$.75 per hour
400-599 students	\$1.25 per hour
600-800 students	\$1.75 per hour
800+ students	\$2.25 per hour (Lead Manager Only)

All Cooks required to be Serve Safe certified. Café Helpers that fill in for Cooks will receive Step 1 of the Cooks hourly rate. Café Helpers that backfill for Cooks must be Serve Safe certified.

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

**APPENDIX A**

**HAVERHILL PUBLIC SCHOOLS  
CAFETERIA PERSONNEL  
EVALUATION INSTRUMENT**

In accordance with the collective bargaining agreement between the Haverhill School Committee and the SEIU LOCAL 888 Haverhill Public Schools Cafeteria Union 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 Union 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**

<b>JOB RESPONSIBILITIES</b>	<b>E</b>	<b>G</b>	<b>F</b>	<b>NA</b>
Accuracy of Work				
Thoroughness of Work				
Initiative				
Communication Skills				
Organizational Skills				
Follows Directive				
Quality of Work				
Rapport with Staff				
Adherence to policy and procedure				

<b>COOPERATION</b>	<b>E</b>	<b>G</b>	<b>F</b>	<b>NA</b>
Acknowledges supervisory directive				
Works well with others				
Reliability/dependability				
Sound judgment and decision making				

<b>HEALTH CONCERNS AND APPEARANCE</b>	<b>E</b>	<b>G</b>	<b>F</b>	<b>NA</b>
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:** \_\_\_\_\_