

AGREEMENT

between the

NORTH ANDOVER SCHOOL COMMITTEE

and the

NORTH ANDOVER CAFETERIA STAFF ASSOCIATION

2021-2024

North Andover Cafeteria Staff Association

July 1, 2021 - June 30, 2024

ARTICLE ONE

PREAMBLE

This Agreement is made and entered into by and between the North Andover School Committee (hereinafter referred to as the "Committee") and the North Andover Cafeteria Staff Association (hereinafter referred to as the "Association"). The Committee and Association express their joint intention through the terms and conditions of this Agreement to maintain an efficient operation within the North Andover Public School Cafeterias. This Agreement shall be recognized as the only document governing the formulation and application of policies relating to wages, hours and other conditions of employment for the Cafeteria Staff. Further, both parties agree that the document entitled "Policies and Procedures of the North Andover School Cafeterias" is for governing the organization, administration, and supervision of the school cafeterias.

ARTICLE TWO

RECOGNITION

Pursuant to the decision of the Massachusetts Labor Regulations Commission, Case No. MCR - 2862, dated May 23, 1979, the Committee hereby recognizes the Association as the sole and exclusive representative of all employees coming under the jurisdiction of this Agreement with respect to bargaining for wages, hours of work and working conditions.

ARTICLE THREE

JURISDICTION

The Association rightfully claims jurisdiction exclusively over the permanent employees known as the School Cafeteria Staff, consisting of employees in the following job titles or classifications within the department: Cook/Managers, Floating Cafeteria Managers, Assistant Cooks, **Inventory Manager**, Bakers, Receiving Kitchen Supervisors, Cafeteria Utility Workers, and Motor Equipment Operators, and excluding all others.

ARTICLE FOUR

MUTUAL COOPERATION

The Committee recognizes the Association as an important and integral part of the North Andover Public Schools.

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The Association recognizes its responsibilities to educate and communicate to each member the responsibility of each employee to use their professional experience in the most efficient manner while providing services for the North Andover School Cafeterias.

It is the intent and purpose of this collective bargaining agreement to provide a harmonious and cooperative relationship between both parties.

ARTICLE FIVE

RESPONSIBILITY

In accordance with the Massachusetts Education Reform Act of 1993, Principals are the educational administrators and managers of their school and shall supervise the operation and management of their school and school property, subject to the supervision of the Superintendent. In addition to any other provisions of the Massachusetts General Laws, the Principal of a school and the Superintendent are responsible for the hiring, suspensions and dismissal of employees in a manner consistent with said Reform Act.

All Food Service personnel report directly to the Director of Food Services, and ultimately to the Superintendent of Schools.

ARTICLE SIX

SAVING CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Association.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue to be in effect.

ARTICLE SEVEN

RIGHTS OF ASSOCIATION

Employees covered by this Agreement shall have and shall be protected by the exercise of the right, freely and without fear of penalty or reprisal, to form, to join and assist employee associations, or to refrain from such activity; to hold office in and participate in the management of the Association; to act in the capacity of Association representative; and to engage in other lawful organizations and connected activities for the purpose of collective bargaining or other mutual aid or protection, except that no official of the

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Committee shall participate in the management of the Association or act as its representative if such activity would be incompatible with his/her official duties.

During the month of May, all employees shall be evaluated by their immediate Supervisor.

All cafeteria staff who serve breakfast are provided a breakfast free of charge.

All cafeteria staff who serve lunch are provided a lunch free of charge.

ARTICLE EIGHT

WORK HOURS

The work schedule for each employee shall be determined by the Administration. The regular hours each day shall be consecutive except for interruptions for lunch periods and coffee breaks. The regular work week for employees shall consist of five (5) consecutive days, Monday through Friday with a maximum of eight (8) hours of working time per day and a minimum of two (2) hours of working time per day. Breaks are only provided to employees who work six (6) hours or more.

ARTICLE NINE

SPECIAL WORK DAY

Special workdays may be required for cleaning or educational purposes anytime during or at the end of the school year. Prior notice will be given. When these days are worked the employee will be paid his/her normal wage for the hours worked.

ARTICLE TEN

PROBATIONARY PERIOD (Effective for all employees hired after July 1, 2005)

The probationary period is intended to give new and rehired employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Director of Food Services uses this period to evaluate employee capabilities, work habits, and overall performance. This period is defined as "the first three (3) months of employment or extension thereof, as provided for by the Superintendent." The employee, the Director of Food Services or the School District may end the employment relationship at will at any time during the probationary period, with or without just cause or advance notice. Such termination of employment shall not be subject to Article Nineteen, Grievance Procedure.

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All new and rehired employees work on a probationary period for a minimum of thirty (30) calendar days or a maximum of ninety (90) calendar days after their date of hire. Any significant absence will automatically extend a probationary period by the length of absence. The employee's immediate Supervisor will determine when the probationary period is satisfied and will determine when the employee is placed on the permanent payroll. If the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a maximum of ninety (90) additional calendar days as long as both parties agree.

Upon satisfactory completion of the probationary period, employees enter the "regular" employment classification. A new employee must satisfactorily complete the 30 day probationary period prior to earning benefits including holiday pay, sick days or personal days.

A new employee may not request a transfer to another school or position until he/she has successfully completed the probationary period. However, a waiver may be granted if an agreement is reached between the Association and the Superintendent.

ARTICLE ELEVEN

SENIORITY

Seniority shall be considered as the length of an employee's continuous service in the School Lunch Program. Continuous service means the most recent period of unbroken service. If two or more employees are hired on the same day, their seniority shall be established by the Director of Food Services based on their qualifications and experience at the time of hire,

Employees will not lose Seniority or Longevity credit for service when a break in service is as a result of a layoff, but will lose all Seniority or Longevity credit for service when the break in service is a result of employee request or action. Approved leaves of absence do not constitute a break in service.

In order to qualify for credit for a year of service or longevity an employee must be paid for at least ninety-one (91) days of three (3) hours or more per day in a given year. An approved leave of absence shall not be considered an interruption of service, but if the leave is for longer than 90 days it will impact credit for a year of service or longevity as well as clothing stipend.

A seniority list including all employees in the Association shall be posted and kept up to date in each kitchen.

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ARTICLE TWELVE**INSURANCE**

All employees who work a minimum of twenty (20) hours per week will be entitled to all the insurance options made available to the Town employees.

Matters involving employer provider health insurance are governed by the provisions of the existing Memorandum of Agreement between the Town of North Andover and the Public Employee Committee dated January 1, 2019 to June 30, 2022.

ARTICLE THIRTEEN**REQUIRED UNIFORM**

All employees, temporary or permanent, are required to be in the "required uniform" on a daily basis.

Apron - Black with Food and Nutrition Logo, purchased through designated uniform company.

Polo Shirts - White, Red or Black.

T-Shirts – T-shirts may be worn reflecting a particular celebration (e.g. Super Bowl, spirit day, Lunch Lady shirts etc.).

Mascot T-Shirts may be worn as well. No tank tops or midriff shirts.

Pants - Pants, Capri's, Long Shorts - Black, White or khaki. Blue Jeans (Not ripped)

Rubber Soled Shoes - Black or White.

Appropriate headwear as directed by the Board of Health.

Proper undergarments must be worn under the uniform

The Director of Food Services has final say on what is acceptable or not acceptable as work attire.

ARTICLE FOURTEEN**FUNCTIONS**

Cafeterias are occasionally rented to outside organizations. If a catered meal is to be served or if the kitchen is to be used, Food Service Management shall review the request and determine if a cafeteria employee must be hired by the group using the facility.

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Association members and School Administration agree to draft clarifying language regarding the assigning of overtime opportunities. Such language will be drafted by April 1, 2019, and will be included in the document titled "Policies and Procedures of the North Andover School Cafeterias." This document will be referred to by the Director of Food Services and the Kitchen Manager's to assist in function assignments.

ARTICLE FIFTEEN

VACANCIES

When the employer determines to fill any vacant position within the Association, it shall be posted for a minimum of five (5) days before a permanent assignment is made. In the event that no member of the association applies for the posted position or is not qualified for the position, the Director of Food Services shall fill the position by any reasonable means.

The Director of Food Services shall thoroughly review all finalists being considered for assignment to a vacancy. If the Director concludes that the finalists are equally qualified to fill the position, then seniority will be the determining factor.

An employee promoted to a position in a higher pay classification shall be in a probationary period of ninety (90) days. If anytime during the ninety (90) day probationary period the employee or employer feels they are not qualified to perform the duties of the position or the position does not meet the employee's expectations, he or she shall be returned to a position equal to the one he or she held immediately prior to the promotion once that position becomes available.

Employees covering a higher position for an entire shift will receive the higher rate starting on the first day they cover the higher position. This does not apply to being asked to cover for an employee for portions of a day unless the covering employee is asked to take on all the responsibilities of the position, as opposed to being asked to cover a station or complete a task. All time eligible for this compensation must be approved by the Food Services Director.

Positions of cafeteria employees absent from day-to-day will be filled with substitutes if available. If the floating cafeteria utility worker is not available or this position is not filled and a substitute is not available to fill an open position at a satellite school, then the Food Services Director will utilize a worker from the high school or middle school to fill the position for the day (excluding NAHS and NAMS Cook/Managers only). The director will first ask for volunteers. Should there be no volunteers, selection of the high school or middle school staff member will be predicated by commissary school and seniority. If the satellite employee (ABECC and Kittredge only) is asked to work the shift without a substitute, then that employee will be paid at a rate of \$30/hour for the shift.

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Effective September 1, 2012 the minimum hours for a call-in assignment will be set at two (2) hours.

ARTICLE SIXTEEN

WAGES AND PAYMENTS

1. GENERAL

The employees within the Association shall be paid on a biweekly basis in accordance with the schedule attached as "Appendix - A Salary Schedule".

Newly hired employees will receive \$1 less than the hourly rate listed in "Appendix - A Salary Schedule" for the position into which they are hired. This will remain in effect until the employee has satisfactorily completed the probationary period.

Effective July 1, 2009, hourly rates on the salary schedule were adjusted to compensate employees for four (4) snow days annually.

All permanent employees that report to work for their normal workday and are sent home by their immediate Supervisor due to emergencies related to the school closing shall be paid a minimum of two (2) hours plus time worked at their regular hourly rate, but not more than their normal shift.

Family members cannot be permanently assigned to the same school unless approved by the Food Services Director.

Employees will be paid in equal bi-weekly installments over the twenty-one (21) pay periods with the beginning of the 2019-2020 school year. The bi-weekly amount for each employee will be determined by the following formula: (Hourly Rate X Daily Hours Scheduled to Work X Paid Days (Serving Days + Holidays) / 21 Pay Periods. Any extra pay such as overtime, function pay, or unused personal days will be paid in addition to this calculated amount, and any unpaid days off will be deducted from this calculated amount. Any year that schools are not open the number of planned Serving Days the Food Services Director will schedule employees to make up the lost days.

Café Utility Workers will be paid at the Receiving Cook rate when cooking/serving breakfast.

Effective July 1, 2021, when schools are closed for health concerns but meals are still being delivered and funds are made available for hazard pay, then food service employees will be paid an additional \$5.00 per hour for this work. All employees must be available for this work unless they request an unpaid leave of absence. If an unpaid leave of

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absence is requested, then the employee will not receive any benefits (including sick time, insurance, longevity pay, uniform reimbursement, or credited service toward seniority or longevity). In addition, upon returning from an unpaid leave, an employee will be provided a position as long as a similar position to the one they had when they went on unpaid leave is open at that time.

2. CLOTHING STIPEND

The annual clothing stipend paid to employees is to assist in the expense of the required uniform.

All permanent employees working less than five (5) hours per day will receive an annual clothing stipend of \$275.00 and all permanent employees working five (5) or more hours per day will receive an annual clothing stipend of \$300.00.

The motor vehicle operator will receive an additional \$100 every year for the purchase of rain and winter clothing (e.g. winter coat, boots, rain gear, etc.).

This clothing stipend will be paid in October of each year to all employees who have been employed at least one year. The clothing stipend will be prorated for employees retiring, resigning, or on unpaid leave based on the number of days paid for the year. If an employee receives the full clothing stipend, but resigns, retires, or takes an unpaid leave after receiving the stipend, then the employee will have to pay back the prorated portion of the stipend for the unpaid days.

A new employee must reach their first anniversary date to be eligible for a clothing stipend. Once an employee reaches their anniversary date, their clothing stipend will be pro-rated for the remainder of the school year.

3. LONGEVITY PAYMENTS

Employees who have been in continuous employment shall be paid longevity, in addition to regular salary payments. Employees will become eligible for longevity increments on the anniversary date of his/her employment. The longevity shall be payable in one lump sum in a separate check from the regular payroll, issued from the payroll closest to the employee's anniversary date.

Effective July 1, 2015, all steps on longevity schedule will be increased by 3%. All employees hired after July 1, 2015 will not be eligible for longevity until ten (10) years of service have been completed.

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Increments are pro-rated for ten (10) months and the increments are determined below:

Years	2 hr	3hr	4 hr	5 hr	6 hr	7 hr
5-9	\$300	\$450	\$600	\$750	\$900	\$1,050
10-14	\$375	\$562.50	\$750	\$937.50	\$1,125	\$1312.50
15-19	\$450	\$675	\$900	\$1,125	\$1,350	\$1,575
20-24	\$525	\$787.50	\$1,050	\$1,312.50	\$1,575	\$1,837.50
25+	\$600	\$900	\$1,200	\$1,500	\$1,800	\$2,100

4. HOLIDAY PAY

Only permanent and provisional members of the Association, who work regular weekly shifts between two (2) hours and eight (8) hours per day, will be eligible. Intermittent personnel or substitutes are ineligible for Holiday pay.

The following will be considered paid holidays during the student school year.

The student school year is determined by the School Committee and does not include weekends, specified vacation periods, curriculum days and early release days.

1. Labor Day
2. Columbus Day
3. Veterans Day
4. Wednesday before Thanksgiving
5. Thanksgiving day
6. Friday after Thanksgiving
7. Christmas Day
8. New Year's Day
9. Martin Luther King Jr. Day
10. Memorial Day
11. Floating holiday*

If Christmas or New Years or Veteran's Day occurs on a Sunday, it will be recognized on the following Monday. If Christmas or New Years or Veteran's Day occurs on a Saturday, it will be recognized the preceding Friday.

The floating holiday is non-cumulative and the Director of Food Services will provide a thirty (30) day notice to the employees regarding the date used for the floating holiday.

If the first student day of the school year occurs prior to Labor Day, then employees will be eligible for holiday pay for Labor Day.

In order to qualify for holiday pay, the employee must work the last scheduled work day before the holiday and the first scheduled work day after the holiday. An exception to this rule may be granted if the employee has requested paid leave (personal days) two (2)

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weeks prior to the date and receives approval by their immediate Supervisor and the Director of Food Services or the employee is granted Bereavement Leave immediately before or after the holiday.

Employees will receive overtime pay (1 ½ their regular hourly rate) when they prepare and serve breakfast on a paid holiday.

5. FUNCTION PAY

Employees will be paid \$25 per hour for Café sponsored functions and \$35 per hour for outside group functions.

Any worker who works a function will receive a minimum of two (2) hours function pay.

6. PERSONAL DAYS

All permanent employees shall be granted two (2) days of paid leave (personal days) per year non-cumulative and each permanent employee working five (5) hours or more per day will be granted one (1) additional day of paid leave (personal days) per year for the purpose of transacting or attending to imperative legal business, household or family matters impossible to transact during non-school hours.

Each permanent employee who does not utilize his or her allotted paid leave (personal days) will be paid in full for each day unused at the end of the school year.

Written notice of intention to take this paid leave (personal days) shall be filed with the employee's immediate supervisor, Director of Food Services and forwarded to the Superintendent or his/her designee at least one (1) week in advance. There is an additional one (1) week advanced notice required (two (2) weeks advanced notice) when requesting paid leave (personal days) prior to a Holiday pay exception.

7. SICK DAYS

All employees will be allowed ten (10) days of paid sick leave (sick days) per year, to be accumulated at the rate of one day per month to a maximum accumulation of one hundred and fifty (150) days.

The hours of pay received for each sick day used will be based on the daily hours an employee is on record to work. If an employee's scheduled daily hours are increased or decreased, then the allotment of sick days will be recalculated to reflect the change. (For example; if an employee works three (3) hours per day and accumulates twenty (20) sick days, but increases to six (6) hours per day, then their sick days would be adjusted to ten

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(10) sick days.) If sick time is exhausted, then Personal Days will be used before unpaid time is given.

Normal doctor and dentist appointments are not to be considered as sick leave (sick days).

A physician's certificate is required when an employee is absent three (3) or more consecutive days certifying the reasons for the illness or injury before the employee may return to work.

8. CELL PHONE STIPEND

The Van Driver, Floating Cook Manager, and Inventory Manager will be paid a twenty dollar per month (\$20.00/month) cell phone stipend for agreeing to use her/his personal cell phone to conduct Food Services business.

9. Attendance Incentive

The following incentives will be made available to food service employees, and will be paid out at the end of the school year:

Sick Days (not incidents) for the Year	Payment
0-2	\$250
3	\$200
4	\$150

ARTICLE SEVENTEEN

LEAVES / ABSENCE

1. EMERGENCY LEAVE

Sick leave (sick day) may be used up to a total of one (1) day with the approval of the Director of Food Services.

2. OTHER LEAVE

Any employee whose personal illness extends beyond the period compensated by sick leave will be granted a leave of absence without pay up to six (6) months in accordance with General Laws, Chapter 31, and Section 46E.

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A leave of absence without pay of up to three (3) months will be granted for the purpose of caring for a sick member of the employee's immediate family-mother, father, brothers, sisters, children or spouse.

Any employee may request and be granted time off without pay during a regularly scheduled workweek for documented valid reasons. Requests for such leave must be made to the Director of Food Services and their immediate Supervisor at least ten (10) days in advance whenever possible and approved. Absence without pay is not an employee option.

In addition to personal illness or injury, sick leave may be utilized for the following purposes:

- A. A maximum of five (5) days of sick leave per school year for a critical illness or death in the immediate family, with approval by the Director of Food Services. This allowance is non-cumulative. Critical illness means illness, which the attending physician considers sufficiently serious to require the employee's presence at the bedside. Immediate family means husband, wife, children, father, mother, brothers, sisters, grandfather, grandmother, father-in-law and mother-in-law.
 - B. A maximum of one (1) day of sick leave may be allowed for sisters-in-law, brothers-in-law, grandmothers-in-law and grandfathers-in-law with approval by the Director of Food Services.
 - C. In addition to the above provisions, a maximum of one (1) day of sick leave may be allowed for the death of a person not covered above with approval by the Director of Food Services.
3. **MATERNITY LEAVE – (General Policies and Rules)**
- A. As early as possible, any cafeteria worker who intends to apply for maternity leave will notify the Director of Food Services and the Superintendent of Schools.
 - B. The employee may continue to perform her duties for a period as agreed upon by the cafeteria worker and her physician who shall provide a certificate stating that the employee is physically capable of performing her job.
 - C. Any employee may apply to the Committee for a maternity leave of absence at the time she notifies the Superintendent, such leave of absence to take effect at a date agreed upon by the cafeteria worker and her physician. The agreed date may be reviewed for desired change when deemed necessary.
 - D. The Committee, upon request of the employee, may curtail or terminate the maternity leave of absence in order to enable the employee to return to duty at a time that would best serve the interest of the school lunch program.

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- E. Before returning to her duties, an employee who has been on a maternity leave of absence must be certified by her physician as ready and able to return to her full assignment.
- F. It will be the duty of a cafeteria worker to notify the Superintendent at once of any interrupted pregnancy for which a maternity leave of absence has been granted.
- G. The parties to this Agreement agree that all State statutes and decisions of all Federal and State Courts concerning maternity leave will be applicable to this Agreement.

ARTICLE EIGHTEEN

RETIREMENT AND RESIGNATION

The Town of North Andover will provide the same retirement benefits as allowed by other town employees, subject to regulation of County Retirement Board. Employees covered under the terms of this Agreement must give thirty (30) days written notice of intention to resign. Such notice should be addressed to the School Committee, through the Superintendent, with a copy to the Director of Food Services. Mandatory retirement will be as per State Law.

All permanent employees working a minimum of twenty (20) hours per week must join the County Retirement Program.

Any cafeteria employee having attained the age of sixty (60) years or more and with a minimum of twenty (20) years in the North Andover School System after submitting notice of intent to retire with three (3) years or less, will receive an additional \$833 per year until retirement. It is understood that:

- A. The request and benefit will run concurrent with the fiscal year.
- B. The benefit mentioned above (\$833) is for full time employees (7 hours/day). It will be pro-rated by hours for other employees.
- C. Payment paid as an incentive to retirement is not included in base pay for the purposes of retirement.

A former employee of the cafeteria staff, who has been retired, will be eligible for re-employment. If said retiree is re-employed, employment shall be considered temporary.

Any former employee of the cafeteria staff who has been retired and who is receiving a pension or retirement allowance under the provisions of Massachusetts General Laws,

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Chapter 32 or any other general or special law, may be re-employed subject to the conditions of said Chapter 32, section 91 (b), i.e., may be-re-employed for not more than One Hundred Twenty (120) days or Nine Hundred Sixty (960) hours in the aggregate in any or in calendar year and provided that the earnings there from when added to any pension or retirement allowance he/she is receiving does not exceed the salary that is being paid for the position from which he/she has retired or in which his/her employment was terminated.

Any appointment of a retired, former employee to any position within the association shall be on a temporary basis. Since the appointment is temporary, reappointment must be made each September. The Director of Food Services shall determine the length of the temporary appointment after a review of the circumstances of the vacancy.

ARTICLE NINETEEN

GRIEVANCE PROCEDURE

1. Definitions

- A. A "grievance" is a claim based upon an event or condition, which involves the interpretations, meaning or application of any of the provisions of this Agreement.
- B. An "aggrieved" person is the person or persons making the claim.
- C. A "party in interest" may be any one of the following: the person making the claim, any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

2. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may, from time to time, arise affecting the welfare, wages, hours or working conditions of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this contract, and that the Association has been given the opportunity to be present at such adjustment and to state its view provided that the aggrieved person so desires.

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3. 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, can be extended by mutual agreement.

- A. Level One: An employee with a grievance shall first discuss it orally or in writing, (Appendix – B, Cafeteria Staff Grievance Form) either directly or by representation through the Association, with their immediate Supervisor, with the objective of resolving the matter informally. A written decision from the immediate Supervisor within five (5) working days of the meeting shall be issued to the aggrieved person, Association representative and / or party in interest.
- B. Level Two: If the aggrieved person is not satisfied with the decision issued from their grievance at Level One, or if no decision has been issued within five (5) working days after the Level One meeting, the aggrieved person or the Association representative may appeal or file a grievance in writing with the Director of Food Services within five (5) working days after receiving the decision at Level One. The Director of Food Services within ten (10) working days will arrange a meeting with the aggrieved person and / or Association representative for the purpose of discussion and resolution of the grievance. A written decision from the Director of Food Services within five (5) working days of the meeting shall be issued to the aggrieved person, Association representative and /or party in interest. A completed (Appendix – B, Cafeteria Staff Grievance Form) will be completed to initiate the grievance.
- C. Level Three: If the aggrieved person or Association is not satisfied with the decision issued from their grievance at Level Two, or if no decision has been issued within five (5) working days after the Level Two meeting, the aggrieved person or the Association representative may appeal by forwarding the grievance in writing to the Superintendent within five (5) working days after receiving the decision at Level Two. The Superintendent or his designated representative within ten (10) days will arrange a meeting with the aggrieved person and / or Association representative for the purpose of discussion and resolution of the grievance. A written decision from the Superintendent or his designated representative within ten (10) working days of the meeting shall be issued to the aggrieved person, Association representative and /or party in interest.
- D. Level Four: If the aggrieved person or Association is not satisfied with the decision issued from their grievance at Level Three, or if no decision has been issued within ten (10) working days after the Level Three meeting. The aggrieved person or the Association may appeal by forwarding the grievance in writing to the School Committee within three (3) working days after receiving the decision at Level Three. The School Committee within ten (10) working days will arrange a meeting with the aggrieved person and / or Association representative for the

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purpose of discussion and resolution of the grievance. A written final decision from The School Committee within five (5) working days of the meeting shall be issued to the aggrieved person, Association representative and /or party in interest.

- E. Level Four grievance decisions issued by the School Committee shall be final and binding on all parties.

4. Rights of Employees to Representation

- A. No reprisals of any kind will be taken by the Committee or by any member of the Administration against a party in interest, any member of the Association or any other participant in the grievance procedure because of such participation.
- B. Any party with interest may be represented at all stages of the grievance procedure by a person of their own choosing within the Association.
- C. If a grievance affects a group from the cafeteria staff, the Association may submit such grievance, which will commence at Grievance Procedure, 3 - B, Level Two.

ARTICLE TWENTY

MUTUAL CONCERNS MEETING

Both sides agree to meet monthly to discuss mutual concerns and to resolve, if possible through discussion, any issues identified. A meeting may be cancelled at the request of either side, but only if both sides agree to the cancellation.

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ARTICLE TWENTY-ONE

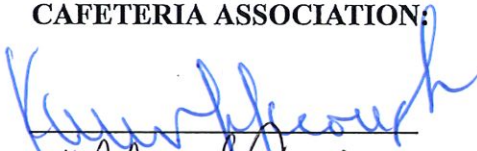
DURATION


The Agreement will remain in effect from July 1, 2021 to June 30, 2024

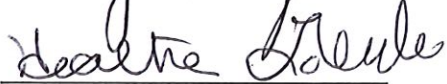
IN WITNESS WHEREOF, the parties hereunto set their hands and seals this

_____ Day of _____, 2021


**NORTH ANDOVER
CAFETERIA ASSOCIATION:**







**NORTH ANDOVER
SCHOOL COMMITTEE:**



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APPENDIX - A

NORTH ANDOVER CAFETERIA STAFF SALARY SCHEDULE

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New Salary Schedule: July 1, 2021 – June 30, 2024

<u>Position</u>	<u>2021-2024</u>	<u>2022-2023</u>	<u>2023-2024</u>
Floating Manager	\$21.56	\$21.99	\$22.43
Cook/Manager	\$21.56	\$21.99	\$22.43
<i>Inventory Manager</i>	<i>\$21.56</i>	<i>\$21.99</i>	<i>\$22.43</i>
Van Driver	\$19.89	\$20.28	\$20.69
Baker	\$19.82	\$20.22	\$20.62
Assistant Cook	\$18.52	\$18.89	\$19.27
Receiving Kitchen	\$17.52	\$17.89	\$18.27
Floating Café Utility Wk	\$15.70	\$16.02	\$16.34
Café Utility Worker	\$15.52	\$15.89	\$16.27
Substitute Worker	\$14.75	\$14.75	\$14.75

The Salary Schedule will be adjusted according to the percentage increases shown below. In addition, beginning in the 2020-2021 school year, Receiving Kitchen employees will receive \$1.00 less than Assistant Cooks and this difference will be maintained moving forward; and Café Utility Workers will receive \$3.00 less than Assistant Cooks and this difference will be maintained moving forward.

SALARY INCREASES

The following annual percentage increases will be effective July 1 of each year listed.

2021-2022	2.5%
2022-2023	2.0%
2023-2024	2.0%

North Andover Cafeteria Staff Association

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The Floating Manager receives their hourly pay per salary schedule and an additional \$1.75 per hour due to additional duties assigned by the Director of Food Services.

The High and Middle School Cook / Mgr receive their hourly pay per salary schedule and an additional \$1.75 per hour due to student population, satellite services and level of inventory.

The High and Middle School Assistant Cooks receives their hourly pay per salary schedule and an additional \$1.25 per hour due to student population, satellite services and level of inventory.

Floating Cafeteria Utility Worker – Same responsibilities as a cafeteria utility worker however, this employee is based at a commissary school but is utilized as a floater to each kitchen that may be in need of assistance due to employee absence. This is a Monday through Friday position, 3 ¼ hours daily.

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APPENDIX -- B
NORTH ANDOVER CAFETERIA STAFF GRIEVANCE FORM

Check appropriate Grievance level:

Name and position of Grievant and / or Association Representative: _____ Date Grievance Occurred _____

Nature of Grievance and Corrective Action Requested: _____

Contract Article(s) violated, if any: _____

Signature of Grievant _____ Signature of Association Representative _____

_____ and / or _____

Level One Attach all additional documents to this form

Supervisor's Name: _____ Date Discussed: _____

Date of written decision: _____ (must be within 5 working days from the date discussed)

Decision: _____

Level Two Attach all additional documents to this form

Appeal Level One within 5 working days of receiving the written decision from the Supervisor or if no decision has been issued within 5 working days from the date discussed.

Director of Food Services Name: _____

Date Discussed: _____ (must be within 10 working days of receiving the appeal)

Date of written decision: _____ (must be within 5 working days from the date discussed)

Decision: _____

Level Three Attach all additional documents to this form

Appeal Level Two within 5 working days of receiving the written decision from the Director of Food Services or if no decision has been issued within 5 working days from the date discussed.

Superintendent of Schools or designated Representative Name: _____

Date Discussed: _____ (must be within 10 working days of receiving the appeal)

Date of written decision: _____ (must be within 10 working days from the date discussed)

Decision: _____

Level Four Attach all additional documents to this form

Appeal Level Three within 3 working days of receiving the written decision from the Superintendent of Schools or designated Representative or if no decision has been issued within 10 days from the date discussed.

The School Committee Representative Name: _____

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Date Discussed: _____ (must be within 10 working days of receiving the appeal)

Date of FINAL written decision: _____ (within 5 working days from the date discussed)