

Fully
executed

MEMORANDUM OF AGREEMENT BETWEEN
NORTH ANDOVER PUBLIC SCHOOLS AND
AFSCME COUNCIL 93, LOCAL 2978, CAFETERIA UNIT
FOR THE TERM JULY 1, 2024 TO JUNE 30, 2027

North Andover Public Schools ("District") and AFSCME Council 93, Local 2978 cafeteria unit ("Union") hereby agree to the following amendments and changes to the collective bargaining agreement, subject to ratification by the parties. Unless expressly modified herein, the terms of that agreement remain in full force and effect.

- 1. Article 16 – Wages and Payments, Section 5, Function Pay:**
 - Employees shall be paid at an hourly rate of \$35.00 for all functions.
 - Any worker who works at a function will receive a minimum of four (4) hours of function pay at the above hourly rate.
 - Employees performing work on a "call-in" basis shall be paid a minimum of four (4) hours at their currently hourly rate of pay

- 2. Article 16 – Wages and Payments, Section 4, Holiday Pay:**
 - The addition of Juneteenth as a contractual paid holiday. The half-day the day before Thanksgiving shall no longer be a contractual holiday.

- 3. Article 16 – Wages and Payments, Section 3, Longevity:**
 - Strike "all employees hired after July 1, 2015 will not be eligible for longevity until ten (10) years of service have been completed." *All employees are eligible for longevity after five (5) years of service.*
 - The addition of the following longevity levels for 8-hour positions:
 - 5-9 years: \$1,200
 - 10-14: \$1,500
 - 15-19: \$1,800
 - 20-24: \$2,100
 - 25+: \$2,400

- 4. Vacation Incentive Stipend/Personal Days:**
 - At the end of each school year, members in good standing shall receive the following vacation incentive. Vacation weeks are to be used at the end of the school year, not during. This payment shall not be part of the annual salary and will not be used to calculate retirement and/or pension benefits. Members who take time off without pay or abuse personal days with a noticeable pattern will forfeit this payout. The preceding line shall not apply

to members who go into a “no-pay” status while out on FMLA or Workers Comp.

- FY25: 3+ years of completed service: 1 week
- FY26 and beyond: 3-5 years of completed service: 1 week; 6+ years of completed service: 2 weeks
- Add the following language to Article 6 – Personal Days:
 - “Personal days are not intended to extend a vacation. Members who must use a personal day the week before or after a holiday or school vacation must submit a written reason to the Director of Food Services.”

5. Article 4 – Mutual Cooperation – amend as follows:

- “The Committee and the Union recognize food services as an important and integral part of North Andover Public Schools. As such, there shall be no strike, work stoppage, slowdowns, or withholding of services during the duration of this Agreement, as provided by law. Accordingly, the Committee agrees it shall not lockout members of the Union.”

6. Joint Labor/Management Committee:

- The parties agree to the establishment of a joint labor management committee, which shall meet at mutually agreed upon times to discuss areas of mutual concern between the Union and District.

7. Article 19 – Grievance Procedure:

- Add Level 5, which shall consist of binding arbitration via the American Arbitration Association. Within thirty (30) working days of receipt of the Step 4 decision, the Union may file for arbitration with the American Arbitration Association. The decision of the arbitration shall be final and binding upon both parties, and the cost for arbitration shall be split evenly between the Union and the District
- Strike the current Section E

8. Article 16 – Wages and Payments, Section 1 – amend as follows:

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

9. Article 16 – Wages and Payments, Section 2:

- The parties agree to the elimination of the clothing stipend. In return, the District shall provide on a yearly basis the following articles of clothing: four shirts, two hats/headwear, two aprons. On Fridays, members are free to wear “game day” or “lunch lady” shirts.
- The following positions shall receive a yearly \$100 stipend for the purchase of cold wear: inventory manager, truck driver, van driver

10. Probationary Period:

- The parties agree to the elimination of the practice of paying probationary employees below the contractual rates as established in Appendix A.

11. Union Dues:

- Employees shall tender monthly membership dues by the signing the AFSCME Council 93 authorization of dues form. The employer agrees to deduct union membership dues levied in accordance with Constitution of the Union from the pay of each employee who executes or has executed such form. The District shall remit the aggregate amount to the treasurer of the Union along with a list of employees who have such dues deducted.

12. Pay Scales

- See attached Appendix A (*Note the following changes, which resulted from a bargaining session between the Union and District on 8/2/24: the positions of **Receiving Kitchen Manager, Assistant Cook Manager, Cook Manager, and Inventory Manager** shall receive raises of 12% effective July 1, 2024. The position of **Floating Cook Manager** shall receive a raise of 13% effective July 1, 2024.*)

X

For the North Andover School Committee

X

For AFSCME Council 93