

**COLLECTIVE BARGAINING AGREEMENT**

**NORTH ANDOVER SCHOOL COMMITTEE AND  
AFSCME COUNCIL 93, LOCAL 2978, CAFETERIA UNIT**

**JULY 1, 2024 - JUNE 30, 2027**

**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 AFSCME Council 93, Local 2978 cafeteria unit (“Union”). The Committee and Union 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 Union 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 Union 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 Cook Managers, Assistant Cook Managers, Inventory Managers, Receiving Kitchen Managers, Cafeteria Utility Workers, Van and Truck Drivers, and excluding all others.

**ARTICLE FOUR**  
**MUTUAL COOPERATION**

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

The Union 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.

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.

**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 Union.

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 UNION**

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 Unions, or to refrain from such activity; to hold office in and participate in the management of the Union; to act in the capacity of Union 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 Committee shall participate in the management of the Union 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.

Union Dues: Employees shall tender monthly membership dues by signing the AFSCME Council 93 authorization of dues form. The employer agrees to deduct union membership dues levied in accordance with the 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.

## **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**

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.

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 they have successfully completed the probationary period. However, a waiver may be granted if an agreement is reached between the Union 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 Union shall be posted and kept up to date in each kitchen.

## **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.

## **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. Union members and School Administration have built language into the “Policies and Procedures of the North Andover School Cafeterias” to assist in assigning overtime function assignments.

#### **ARTICLE FIFTEEN** **VACANCIES**

When the employer determines to fill any vacant position within the Union, 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 Union 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. 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 Union shall be paid on a biweekly basis in accordance with the schedule attached as “Appendix A: Salary Schedule.”

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

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.

Employees will be paid in equal bi-weekly installments over the twenty-one (21) pay periods. The bi-weekly amount for each employee will be determined by the following formula:  $(\text{Hourly Rate} \times \text{Daily Hours Scheduled to Work} \times \text{Paid Days (Serving Days + Holidays)}) / 21 \text{ Pay Periods}$ . 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 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 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.

**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.

All employees are eligible for longevity after five (5) years of service. Increments are pro-rated for ten (10) months and the increments are determined below:

<b>Years</b>	<b>2 Hr</b>	<b>3 Hr</b>	<b>4 Hr</b>	<b>5 Hr</b>	<b>6 Hr</b>	<b>7 Hr</b>	<b>8 Hr</b>
<b>5-9</b>	\$300	\$450	\$600	\$750	\$900	\$1,050	\$1,200
<b>10-14</b>	\$375	\$562.50	\$750	\$937.50	\$1,125	\$1,312.50	\$1,500
<b>15-19</b>	\$450	\$675	\$900	\$1,125	\$1,350	\$1,575	\$1,800
<b>20-24</b>	\$525	\$787.50	\$1,050	\$1,312.50	\$1,575	\$1,837.50	\$2,100
<b>25+</b>	\$600	\$900	\$1,200	\$1,500	\$1,800	\$2,100	\$2,400

**4. HOLIDAY PAY**

Only permanent and provisional members of the Union, 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. Thanksgiving day
5. Friday after Thanksgiving
6. Christmas Day
7. New Year's Day
8. Martin Luther King Jr. Day
9. Memorial Day
10. Juneteenth
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) 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 1/2 their regular hourly rate) when they prepare and serve breakfast on a paid holiday.

## 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 current hourly rate of 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. 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.”

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.

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

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 (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 their 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 OF 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.

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. **PARENTAL LEAVE – (General Policies and Rules)**
- A. As early as possible, any cafeteria worker who intends to apply for parental 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 parental 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 parental 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.
  - E. Before returning to her duties, an employee who has been on a parental 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 parental 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 parental 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 Essex Regional 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 prorated 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, 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 they is receiving does not exceed the salary that is being paid for the position from which they has retired or in which his/her employment was terminated.

Any appointment of a retired, former employee to any position within the Union 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 Union, provided the adjustment is not inconsistent with the terms of this contract, and that the Union has been given the opportunity to be present at such adjustment and to state its view provided that the aggrieved person so desires.

**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 Union, 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, Union 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 Union 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 Union 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, Union 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 Union 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 Union 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 Union 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, Union representative and /or party in interest.
- D. Level Four: If the aggrieved person or Union 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 Union 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 Union representative for the 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, Union representative and /or party in interest.
- E. Level Five: 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.

#### 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 Union 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 Union.

C. If a grievance affects a group from the cafeteria staff, the Union may submit such grievance, which will commence at Grievance Procedure, 3 - B, Level Two.

**ARTICLE TWENTY**  
**DURATION**

The Agreement will remain in effect from July 1, 2024 to June 30, 2027.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2024.

North Andover Cafeteria Union	North Andover School Committee
<p>X <u>Heather Scherdlue</u> Union Chairperson</p>	<p><u>Alissa Koenig</u> Alissa Koenig, School Committee Chair</p>
<p>X <u>9-11-24</u> Date</p>	<p><u>9/12/24</u> Date</p>
<p><u>[Signature]</u> AFSME Council 93 Representative</p> <p><u>9-11-24</u> Date</p>	



**APPENDIX A**  
**SALARY SCHEDULE**  
**July 1, 2024 – June 30, 2027**

<b>Cafeteria Utility Workers</b>			
<b>Years</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
\$ 16.27	11%	4%	4%
1	\$ 18.00	\$ 18.72	\$ 19.47
2-3	\$ 18.18	\$ 18.91	\$ 19.66
4-6		\$ 19.29	\$ 20.05
7+			\$ 20.45

<b>Inventory Manager (Current)</b>			
<b>Years</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
\$ 22.43	12%	4%	4%
1	\$ 25.12	\$ 26.12	\$ 27.12
2-3	\$ 25.37	\$ 26.38	\$ 27.39
4-6		\$ 26.91	\$ 27.94
7+			\$ 28.50

<b>Receiving Kitchen Managers</b>			
<b>Years</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
\$ 18.27	12%	4%	4%
1	\$ 20.47	\$ 22.48	\$ 23.38
2-3	\$ 20.68	\$ 22.71	\$ 23.61
4-6		\$ 23.16	\$ 24.08
7+			\$ 24.56

<b>Floating Cook Manager</b>			
<b>Years</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
\$ 24.18	13%	4%	4%
1	\$ 27.32	\$ 28.41	\$ 29.55
2-3	\$ 27.59	\$ 28.69	\$ 29.85
4-6		\$ 29.26	\$ 30.45
7+			\$ 31.06

<b>Assistant Cook Managers</b>			
<b>Years</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
\$ 20.52	12%	4%	4%
1	\$ 22.98	\$ 23.90	\$ 24.86
2-3	\$ 23.21	\$ 24.14	\$ 25.11
4-6		\$ 24.62	\$ 25.61
7+			\$ 26.12

<b>Daytime Van Driver</b>			
<b>Years</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
\$ 20.69	6%	4%	4%
1	\$ 22.00	\$ 22.88	\$ 23.80
2-3	\$ 22.22	\$ 23.11	\$ 24.04
4-6		\$ 23.57	\$ 24.52
7+			\$ 25.01

<b>Cook Managers</b>			
<b>Years</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
\$ 24.18	12%	4%	4%
1	\$ 27.08	\$ 28.16	\$ 29.29
2-3	\$ 27.35	\$ 28.44	\$ 29.58
4-6		\$ 29.01	\$ 30.17
7+			\$ 30.77

<b>Night Truck Driver (Current)</b>			
<b>Years</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
\$25.50	2%	1%	4%
1		\$ 26.00	\$ 27.04
2-3	\$ 26.00	\$ 26.26	\$ 27.31
4-6		\$ 26.79	\$ 27.86
7+			\$ 28.44

<b>Night Truck Driver (New)</b>			
<b>Years</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
		1%	4%
1	\$ 25.00	\$ 26.00	\$ 27.04
2-3		\$ 26.26	\$ 27.31
4-6		\$ 26.79	\$ 27.86
7+			\$ 28.44

*Year 1: Introduce steps, years 2+. 1% increase in step*

*Year 2: Introduce steps, years 4+. 1% increase steps 1-3, 2% increase steps 4+*

*Year 3: Introduce steps, years 7+. 1% increase steps 1-3, 2% increase steps 4-6. 2% increase 7+*

**APPENDIX B**

AFSCME LOCAL \_\_\_\_\_  
STEP \_\_\_\_\_



# OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE \_\_\_\_\_ DEPARTMENT \_\_\_\_\_  
CLASSIFICATION \_\_\_\_\_  
WORK LOCATION \_\_\_\_\_ IMMEDIATE SUPERVISOR \_\_\_\_\_  
TITLE \_\_\_\_\_

**STATEMENT OF GRIEVANCE:**

List applicable violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adjustment required: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I authorize the A.F.S.C.M.E. Local \_\_\_\_\_ as my representative to act for me in the disposition of this grievance**

Date \_\_\_\_\_ Signature of Employee \_\_\_\_\_

Signature of Union Representative \_\_\_\_\_ Title \_\_\_\_\_

Date Presented to Management Representative \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Disposition of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.**

ORIGINAL TO \_\_\_\_\_

COPY \_\_\_\_\_

COPY: LOCAL UNION GRIEVANCE FILE

**NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.**

