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AGREEMENT

BETWEEN THE

IPSWICH SCHOOL COMMITTEE

AND THE

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO,
STATE COUNCIL 93, LOCAL 2905

(7/1/2024 - 6/30/2027)

(Food Services)

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THIS AGREEMENT is made and entered into as of the __ day of _____, 2024 by and between the Ipswich School Committee (hereinafter referred to as the "Committee") and the American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 2905 (hereinafter referred to as the "Union").

The purpose of this Agreement is the promotion of harmonious relations between the Committee and the Union, the establishment of an equitable and peaceable procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I. RECOGNITION

The Committee recognizes the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all cafeteria employees of the Town of Ipswich, including the cafeteria managers, but excluding the Director of Food Services and all other employees of the Ipswich Public Schools, as set forth in the certification of representatives by the Labor Relations Commission of the Commonwealth of Massachusetts in Case No. MCR-796, June 16, 1971, and the Commission's Decision of April 26, 1971.

ARTICLE II. MANAGEMENT RIGHTS

Except as otherwise expressly and specifically provided in this Agreement, the supervision, management and control of the School Committee's business operations, working force and facilities are exclusively vested in the School Committee. Without limiting the generality of the foregoing, the Committee has the right to plan, direct and control the Committee's business operations and working force, to hire, transfer, promote and lay off employees, and to demote, discipline, suspend or discharge employees for just cause, the right to determine the hours, schedules and assignments of work, the work tasks and standards of performance for employees, the right to assign tasks, to determine what work is to be performed, when it is to be performed, and by whom, and the extent to which it may have things done by its

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own equipment, facilities and employees or by others, such rights being vested exclusively in the management of the Committee.

ARTICLE III. DISCRIMINATION

The Union and the Committee agree that there shall be no discrimination against any employee because of race, creed, color, national origin or sex.

ARTICLE IV. UNION DUES

During the life of this Agreement and in accordance with the terms of the form of authorization of check off of dues hereinafter set forth in Appendix A, the Committee agrees to deduct Union membership dues levied in accordance with the Constitution and Bylaws of the Union from the weekly pay of each employee who shall authorize it by the signing and furnishing to it of such check off of dues form, and remit the aggregate amount to the Treasurer of the Union, together with a list of employees for whom said dues have been deducted. Such remittance shall be made on or about the 10th day of the month succeeding that in which the deductions were made. The Union will notify the Committee of the name and address of the Treasurer of the Union and such notification shall bear the signature of the President and Recording Secretary of the Local Union. In the event of any change of the Treasurer of the Union, the Committee shall be notified by the same method. The Union shall reimburse the Committee for any money paid out or any claim for liability of any kind, as well as any expense in connection with any claim or lawsuit arising by reason of action taken or not taken in compliance with provisions of this Section.

Employees who do not choose to become members of the Union may, on a voluntary basis, agree to pay the Union directly an agency service fee in an amount not exceeding the amount required to become a member.

ARTICLE V. GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance which may arise between the parties hereto shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the meaning or application of any of the provisions of this Agreement.

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Step 1: The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance with the Director of Finance and Operations within five (5) working days of the date of the grievance or of the date the employee first acquired knowledge of its occurrence. Such grievance shall be submitted in writing. The Director of Finance and Operations shall attempt to adjust the matter and shall respond to the steward within five (5) working days after the submission of the grievance to her/him in Step 1.

Step 2: If the grievance has not been settled in Step 1, it shall be taken up with the Superintendent or her/his designated representative within five (5) working days after the Director of Finance and Operations' response is due. Such grievance shall be submitted in writing. The Superintendent shall respond to the steward in writing within five (5) days after the submission of the grievance to her/him in Step 2.

Step 3: If the grievance still remains unresolved, it shall be taken up with the School Committee within seven (7) working days after the response of the Superintendent is due. Such grievance shall be submitted in writing. The School Committee shall respond in writing within fifteen (15) working days after the submission of the grievance to it in Step 3.

Step 4: If the grievance is still unresolved, either party may, within fifteen (15) days after the reply of the School Committee is due, by written notice to the other, submit the grievance to arbitration.

The arbitrator shall be selected and the arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's authority shall be limited to matters involving the interpretation and application of the specific provisions of this Agreement. The arbitrator may not modify, amend, delete or add to the terms of this Agreement. Within the limits of her/his authority, the decision of the arbitrator, to the extent permitted by law, shall be final and binding. The expenses of such arbitration shall be shared equally by the Committee and the Union.

Grievances involving disciplinary action shall be processed beginning at the second step of the grievance procedure. If a grievance involving disciplinary action is arbitrated and the

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arbitrator finds that the imposition of the discipline was not for just cause, she/he shall have the power to order reinstatement and back pay, appropriate fringe benefits and other privileges which would have inured to the employee had she/he not been so disciplined for such period as the arbitrator may deem equitable from the time of the award back to the time of the disciplinary action. Any award which provides for a reinstatement with back pay shall provide that to be deducted therefrom shall be all earnings of the employee from gainful employment and all payments of unemployment compensation during the period the disciplinary action. Earnings from a job in existence and worked regularly by the employee prior to the imposition of discipline shall not be deducted. Failure of either party to present a grievance within and advance it in accordance with any of the time limits set forth in the grievance procedure shall constitute a resolution of the grievance against the party failing to so present and advance the grievance. The time limits set forth herein may be enlarged by the consent of the parties hereto.

ARTICLE VI. SENIORITY

Section 1. Seniority is defined as the length of service of an employee in the bargaining unit commencing with the date of her/his most recent hiring There shall be separate groupings for full-time employees and for part-time employees. A part-time employee is one who is regularly scheduled to work less than thirty (30) hours per week. Separate seniority shall operate in each grouping provided, however, that in applying the concept of seniority, all the full-time employees will be deemed senior to the part-time employees.

Section 2. With respect to decrease or increase of the work force, transfers, assignment to shift work and promotions within the bargaining unit, ability, performance, attendance, the quality and quantity of the employee's work and the ability to perform a range and variety of duties shall govern. Where among two or more employees these criteria are equal, seniority shall be the determining factor.

ARTICLE VII. JOB POSTING AND BIDDING

When a position in the bargaining unit set forth in ARTICLE I - RECOGNITION becomes open, each member of the bargaining unit will be notified in writing of such job

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opening. Employees in the bargaining unit may apply in writing within the period designated for the submission of applications. The Committee shall attempt to fill the position within thirty (30) days after the expiration of the positing period whenever practical and possible. The Committee may fill said job from applicants within the bargaining unit or outside of the bargaining unit, provided, however, that preference shall be given to applicants from within the bargaining unit where such applicants' qualifications equal or exceed those of applicants from outside of the bargaining unit. As between applicants from within the bargaining unit the principles set forth in ARTICLE VI shall govern. If the open job is filled by awarding it to an applicant from within the bargaining unit, she/he shall have a trial period of a maximum of thirty (30) calendar days during which she/he may be removed at any time if it appears that she/he is not qualified to do the job. If she/he is so removed, she/he shall be returned to her/his former position and rate.

ARTICLE VIII. HOURS OF WORK - WORK YEAR

Section 1. This Article defines the normal work hours of work and shall not be construed as a guarantee of hours of work per day or per week. The regularly scheduled work week shall consist of five (5) consecutive six and one-half (6 ½) hour days, Monday through Friday.

The normal workday for the purpose of this Agreement is the twenty-four (24) hour period beginning with the employees' regularly scheduled daily starting time. The normal hours of work comprising the regular workday shall be 7:30 A.M. to 2:00 P.M. There shall be included within said hours of work an interruption for a lunch period not to exceed twenty (20) minutes. All lunch periods shall be taken on the job.

Section 2. The regular work year shall begin one (1) day prior to the opening of the school year in September and shall terminate one day after the end of the school year in June, provided, however, that the Committee may, if in its opinion the need arises, extend the regular work year for any or all of the employees for a period not in excess of one week prior to the opening of the school year in September and one week after the end of the school year in June.

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Section 3. Work schedules may be changed by the Committee. However, before changing the schedules the Committee will advise and consult with the Union, but the final decision will be solely that of the Committee.

Section 4. Any employee whose normal schedule is less than the prescribed hours above shall maintain such schedule, subject to change as herein provided.

ARTICLE IX. EXTRA TIME AND OVERTIME

Section 1. Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1½) times their regular rate of pay for work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week, whichever is greater but without duplication.

Section 2. All work performed on Sunday by full-time employees shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for all hours worked.

Section 3. Any full-time employee called back to work on the same day after having completed her/his assigned work and left her/his place of employment and before her/his next regular scheduled starting time, shall be paid at the rate of one and one-half (1 ½) times his/her regular rate of pay for all hours worked on recall. Callbacks occurring on pre-holiday nights or evenings for cafeteria workers are to be voluntary.

Section 4. Whenever the words "extra time" are used in this Agreement they shall mean the time during which the employee shall have been required to work in excess of six (6) hours but not more than eight (8) hours in one (1) day or in excess of thirty (30) hours but not more than forty (40) hours in one (1) week.

Section 5. Extra time shall be paid at the employee's straight-time rate.

Section 6. It is recognized that the assignment of extra time and overtime work is the function of the Committee in keeping with its responsibility for meeting its obligations. Subject to the requirements of the Ipswich Public Schools, such work will be assigned on equitable basis to qualified, dependable employees who ordinarily perform such work in the normal course of their workweek in accordance with their skills and familiarity with the work as determined by the Committee or its designated representative. The time from which an employee has been

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excused from extra time or overtime shall be considered in determining whether, as to her/him, there has been an equitable division of extra time or overtime. The Committee or its designated representative shall keep records of the extra time or overtime worked. In case of a grievance involving such records, they shall be subject to examination by the Union Steward or Union representative with the Director of Finance and Operations. The Committee or its designated representative will, upon request, release an employee from extra time or overtime assignment provided her/his reasons are valid and another qualified employee, as determined by the Committee or its designated representative is available.

Section 7. Overtime and premium rates shall not be pyramided.

ARTICLE X. UNION REPRESENTATIVE

The name of the Union Steward shall be furnished to the Committee immediately after her/his designation and the Union shall notify the Committee of any changes. The Union shall not appoint more than one (1) steward.

The Union Steward may be excused from duty for not more than two (2) days in any year without loss of pay while in attendance as an official delegate at the Annual State Convention of the Massachusetts Public Employees Council No. 93 held within the Commonwealth of Massachusetts.

ARTICLE XI. WAGE PLAN

The Wage Plan for employees covered by this Agreement is set forth in Appendix B of this Agreement.

ARTICLE XII. HOLIDAYS

Section 1. The following days shall be considered to be paid holidays for full-time employees:

New Year's Day
Dr. Martin Luther King, Jr. Birthday
Presidents' Day
Patriots' Day
Memorial Day
Juneteenth
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

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provided the holiday occurs between the commencement of the employees' work year and the termination of the employees' work year. In order to be eligible for holiday pay, employees must work their scheduled shifts immediately before and after the holiday absent approved paid leave or approved paid sick leave.

Anything contained in this Agreement to the contrary notwithstanding, in the event school is in session on any of the holidays referred to in Article XII, and employees are required to work on such day/s, it shall be considered a regular work day/s, not a holiday/s and the employees who otherwise would have been entitled to such holiday/s shall, in lieu of a different holiday day/s off, be paid an additional day's pay. Article XI, Section 4, shall not be applicable.

Section 2. Should any holiday fall on an employee's normal day off, an additional day off or an additional day's pay in lieu thereof shall be given at the discretion of the Committee. Such additional day's pay for full-time employees shall be based and computed on a thirty (30) hour workweek.

Section 3. Holiday pay for time not worked for full-time employees shall be six (6) hours' pay at straight-time rate.

Section 4. Full-time employees required to work on a holiday shall received in addition to the regular holiday pay an amount equal to one and one-half (1 ½) times her/his regular rate of pay for all hours worked.

Section 5. Part-time employees receive the same list of paid holiday days as full-time employees but shall only receive a pro-rated amount of compensation for the holiday based on their regularly-scheduled hours of work per day. For example, full-time employees receive six (6) hours of pay for a holiday; a part-time employee regularly scheduled to work three (3) hours per day will receive three (3) hours pay for a holiday; and a part-time employee regularly scheduled to work four (4) hours per day will receive four (4) hours pay for a holiday. If an employee works a varied work schedule in terms of hours per day, the employee’s regularly

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scheduled hours of work per day for holiday purposes will be calculated by taking the average hours per day worked by the employee in the week prior to the holiday.

ARTICLE XIII. VACATION PAY

Section 1. Prior to July 1, 2015, full-time employees received ten (10) days' vacation pay after the completion of one (1) year of service, and one (1) additional day of vacation pay for each additional year of service after five (5) years was granted, but not to exceed twenty (20) days of vacation pay per year.

As of July 1, 2015, the following shall apply to vacation pay:

(1) Employees hired on or after July 1, 2015 are not entitled to any vacation leave.

(2) Employees who, as of July 1, 2015 have earned fewer than fifteen (15) days of vacation per year shall continue to earn one (1) additional vacation day for each additional year of service, but not to exceed fifteen (15) or more days of vacation per year;

(3) Employees who, as of July 1, 2015, had already earned fifteen (15) or more days of vacation per year shall remain at their July 1, 2015 level of vacation days, but shall not be eligible to earn any additional vacation days.

Section 2. A day of vacation pay for full-time employees shall be equal to the amount of hours of their regular daily work schedule at a straight time rate.

Section 3. Employees shall not be entitled to any days off as vacation during the regular school year.

Section 4. Upon termination of employment, the employee shall receive payment of earned vacation pay.

Section 5. If termination is caused by death, payment of earned vacation pay shall be made to the legal representative of the deceased employee.

Section 6. Part-time employees are eligible to earn the same number of vacation days in the same manner as full-time employees, but shall only receive the pro-rated amount of compensation for any vacation day based on their regularly scheduled hours of work per day.

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For example, full-time employees receive six (6) hours of pay for a vacation day; a part-time employee, regularly scheduled to work three (3) hours per day, will receive three (3) hours pay for a vacation day; a part-time employee regularly scheduled to work four (4) hours per day, will receive four (4) hours pay for a vacation day.

If an employee works a varied work schedule in terms of hours per day, the employee's regularly scheduled hours per day for vacation purposes will be calculated by taking the average hours per day worked by the employee in the month of May, just prior to the end of the school year (note: employees are paid for their vacation time once a year near the end of the school year).

ARTICLE XIV. SICK LEAVE

Section 1. The Committee will grant sick leave to any employee who absents herself/himself from the job because of personal sickness, quarantine in her/his household, or if her/his presence is needed at home because of a family illness, provided, however, that where an employee absents herself/himself from the job because her/his presence is needed at home because of a family illness, such absence shall be limited to a maximum of two (2) days' duration per occurrence.

Section 2. To be eligible for this sick leave, the employee must notify the appropriate manager that she/he will not report for work within the first half-hour of her/his work shift. Notice shall be given as soon as possible to allow the Cafeteria Manager time to make necessary adjustments. Employees are not eligible for sick pay if they do not provide proper notice of absence.

Section 3. Approved sick leave will be granted to full-time employees at the rate of one and one-quarter (1 ¼) days per month of employment commencing at the completion of the first full month of employment. Unused sick leave may be accumulated from year to year, provided, however, that the maximum amount of unused sick leave that may be so accumulated shall be

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one hundred fifty (150) days. Employees will not accrue sick days for any month in which they are on an unpaid leave of absence.

Section 4. For injury on the job covered by Workmen's Compensation, an employee may draw on her/his sick leave to make up the difference between Workmen's Compensation and her/his normal week' pay.

Section 5. Part-time employees will be granted sick leave as herein provided on a pro rata basis. For example, a part-time employee working fifteen (15) hours a week, would be granted sick leave at the rate of one-half day per month commencing at the completion of the first full month of employment.

Section 6. Employees who have completed twenty (20) years of continuous service will be eligible for Sick Leave Buy Back provided the employee retires and notifies the School Department of their retirement by January 1st of the school year at the end of which the retirement is effective. (Payment to be made to estate if death occurs while employed and other conditions are met.) Sick Leave Buy Back will only be paid for days in excess of 100 days to the employee's credit at the effective date of retirement and will be paid as follows:

Days 101 to 150: $30.00 per day = $1,500.00

ARTICLE XV. JURY PAY

The committee agrees to make up the difference in an employee's wages between the employee's regular week's wages and compensation received for jury duty, provided she/he reports for work on each workday when she/he is excused from such duty. A certificate setting forth the amount received by such employee for Jury Pay shall be delivered to the Committee by the employee.

ARTICLE XVI. FUNERAL LEAVE

Section 1. In the event of death in the immediate family of an employee, she/he will be granted leave with pay at the straight-time rate on the day of the funeral if it is a workday, and on the four consecutive calendar days commencing on the day after the day of death, if such days are workdays. Thus, if death occurs on Friday, the employee will be granted leave with pay at

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the straight-time rate for Friday, Monday and Tuesday. Immediate family means parent, brother, sister, spouse or child of an employee.

Section 2. In the event of death of other relatives of an employee, she/he will be granted leave on the day of the funeral if it is a workday, and on the two consecutive calendar days commencing on the day after the day of death, if such days are workdays.

Section 3. To be eligible for leave as hereinbefore provided in Sections 1 and 2 of this ARTICLE, the employee shall:

(a) Notify the Committee of the death not later than the first full working day following the date of death;
(b) Attend the funeral service; and

(c) Furnish to the Committee, if requested, acceptable proof of death, the relationship of the employee to the deceased, and the employee's actual attendance at the funeral.

Section 4. Subject to the approval of the Superintendent, or his/her designee, additional days off and/or dates off for individuals not provided for herein, may be granted.

ARTICLE XVII. PERSONAL LEAVE

Section 1. An employee may be granted time off for which she/he will be paid at her/his straight-time rate to conduct personal business, that is, to attend to legal, religious, ceremonial, and other appointments which cannot be scheduled after normal duty hours.

Section 2. Requests for personal leave must be presented in writing to the Superintendent or her/his designee and the granting of such leave shall be at the discretion of the Superintendent, or her/his designee.

ARTICLE XVIII. HEALTH INSURANCE

The School Committee payments for the premiums for health insurance coverage as provided under Chapter 32B of the statutes of the Commonwealth shall be 65% for HMO coverage and 50% for indemnity coverage. The School Committee agrees to create a Health

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Reimbursement Account to cover the cost of employee co-payments for hospital in-patient services.

ARTICLE XIX. NO STRIKE CLAUSE

The Union agrees to abide by the provisions of Section 178 M and 178 N of Chapter 763, Acts of 1965, of the General Court which state:

> **Section 178 M:** It shall be unlawful for an employee to engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services by such employees.
>
> **Section 178 N:** Nothing in sections one hundred and seventy-eight F to one hundred and seventy-eight M, inclusive, shall diminish the authority and power of the civil service commission, or any retirement board or personnel board established by law, nor shall anything in said sections constitute a grant of the right to strike to employees of any municipal employer.

ARTICLE XX. RATES

Section 1. The Committee reserves the right to pay new employees coming into the unit an hourly wage rate commensurate with their preparation and experience, provided, however, that in the event the Committee plans to pay a rate in excess of the highest hourly wage rate then in effect, it will advise and consult with the Union, but the final decision will be solely that of the Committee.

ARTICLE XXI. SUBSTITUTES

The Committee reserves the right to pay substitutes an hourly wage rate commensurate with their preparation and experience, provided, however, that in the event the Committee plans to pay a rate in excess of the highest hourly wage rate then in effect, it will advise and consult with the Union, but the final decision will be solely that of the Committee.

ARTICLE XXII. MILEAGE

In the event an employee is required by the Committee or the Director of Food Services to use her/his own vehicle in the performance of her/his cafeteria duties, she/he shall receive a mileage allowance of the standard IRS rate per mile.

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ARTICLE XXIII. TEMPORARY ASSIGNMENT

In the event an employee is temporarily assigned to perform the duties of Manager and so performs such duties for a period of at least two (2) consecutive days, she/he shall receive, commencing on the second day but retroactive from the first day, compensation for such service at the Manager's rate of pay per hour so long as she/he continues to perform the duties of Manager. In the event an employee is temporarily assigned to perform the duties of Cook or Baker and so performs such duties for a period of at least two (2) consecutive days, she/he shall receive commencing on the second day but retroactive from the first day, compensation for such service at the step rate of the job rate range of the Cook or Baker position which is next closest, but above, her/his own regular job rate so long as she/he continues to perform the duties of Cook or Baker.

It is understood that upon the return by the employee to her/his regular duties, increases provided herein shall terminate. It is further understood that the aforementioned two consecutive day requirement for entitlement to the rate increase must be satisfied each time an employee is temporarily assigned to perform the duties of Manager or Cook or Baker.

ARTICLE XXIV. INCLEMENT WEATHER

Section 1. A full-time or part-time employee who is not required to report to work because classes are canceled as a result of inclement weather or who reports for work and is thereafter sent home because classes are cancelled because of inclement weather or other cause shall be paid, as hereinafter provided in Section 2 of this Article, for such time not so worked, provided, however, that the maximum number of hours during the work year for which the employee may be so compensated shall not exceed in the aggregate twenty-eight (28) for full-time employees and four times the average number of hours the employee works per week in the case of part-time employees.

Section 2. Pay for time not worked by full-time or part-time employees as hereinbefore provided in Section 1 of this Article shall be equal to the number of hours the employee was scheduled to work but did not work times the employee's straight-time rate.

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ARTICLE XXV. RETIREMENT

The sum of One Thousand Dollars ($1,000) shall be paid to full-time employees retiring under and pursuant to the terms of the Essex County Retirement Plan provided that (1) said full-time employees, at the time of their retirement, have worked for the Town of Ipswich for ten (10) continuous years, and (2) written notice is received by the Superintendent setting forth the date of retirement.

ARTICLE XXVI. EFFECT OF AGREEMENT

Section 1. This instrument constitutes the entire Agreement of the Committee and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as provided in ARTICLE XXVIII, the Committee and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any other subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 3. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

ARTICLE XXVII. UNIFORMS - SHOE ALLOWANCE

(a) The Committee shall proved to each employee five (5) uniform shirts annually. Employees shall also be given a shoe allowance of $350.00. Employees are required to wear the

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uniforms during their work hours and the uniforms may only be worn on the job. Cleaning shall be the epmloyees' responsibility.

The uniforms shall be replaced by the Administration when, in its judgment, reasonable wear and tear render the uniform no longer suitable for use. Employees shall be responsible for the uniforms, reasonable wear and tear excepted, and shall return the uniforms to the Administration upon termination of their employment for any reason.

The Administration may, at any time, upon notice to the Union, discontinue providing uniforms to employees as provided herein.

ARTICLE XXVIII. WORK STUDY PROGRAM

The Committee and the Union recognize the importance of the student work study program in effect in the Ipswich School System and agree to meet and discuss, at mutually convenient times, the possible implementation of such program in the School Cafeteria by having high school students perform certain register functions.

ARTICLE XXIX. IN-SERVICE TRAINING

Both the Union and the School Committee agree that professional improvement for cafeteria workers is essential for an effective food service program. The School Committee requires attendance at seminars or workshops when in the judgment of the School Committee these workshops are worthwhile and necessary for professional improvement. All expenses, traveling, housing, and meals shall be paid by the School Committee as follows:

1. All participants shall receive one-half (½) pay or three and one-half (3 ½) hours' pay for each day based on their hourly rate.
2. For a workshop on the first day which is less than a full day's schedule, participants shall receive three and one-half (3 ½) hours' pay. For each of the following days, participants shall be paid a maximum of Twelve Dollars ($12.00) per day.
3. The travel allowance shall be (thirty-one cents ($.31) per mile from Ipswich to the workshop location.

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All workshop participants shall be required to submit to the Superintendent of Schools and Director of Food Services a detailed written account of the workshops attended.

ARTICLE XXX. MISCELLANEOUS PROVISIONS

Section 1. Bulletin Boards. Announcements shall be posted in the Kitchen of each school. Parties to this Agreement, both of whom may use the bulletin boards, agree that use of the bulletin boards shall be limited to notices of a routine nature such as notice of recreational, social, Union or Committee affairs, including work assignments.

Section 2. Should any provision of this Agreement be found to be in violation of any federal or state law or civil service rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 3. Access to Premises. The Committee agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council 93 and/or Local 2905 to enter the premises at reasonable times for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees, and provided further, that prior notification be given to the person in charge of the premises.

Section 4. An evaluation of the employees performance shall be made by the Director of Finance and Operations with input from the Cook-Manager. This evaluation instrument shall be developed by the Administration and shall determine the work performance of the employee.

Any upward changes in salary will be determined by the evaluation instrument. Increments shall be permissive.

Section 5. Effective 7/1/2000, a weekly pay schedule shall be implemented. The parties agree that effective as of the start of the 2015-2016 School year, the District shall have the right to implement a bi-weekly payroll system.

Section 6. Employees may be required to wear identification badges.

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Section 7. The parties agree that effective as of the start of the 2015-2016 School year, the District shall have the right to implement mandatory direct deposit for all bargaining unit employees.

Section 8. To improve deployment of personnel and resources, to protect its property and increase employee safety, the parties agree that the District has satisfied its bargaining obligations, pursuant to GL c. 150E with respect to the use of security cameras in and around school buildings, grounds and property.

With the exception of employees who have been previously counseled and/or disciplined about performance, the parties agree that the District will not use security cameras for the purpose of active monitoring of employee performance.

When an employee is the subject of a complaint or investigation, prior to being ordered to respond to questions in an investigation regarding the employee's conduct, the employee shall have the opportunity to review the security camera footage that the District has unitilized in such investigation.

Section 9. Consistent with MGL c. 150E, the School Committee agrees to permnit Representatives of the American Federation of State and County Employees, AFL-CIO and or Council 93 Local 2905, to enter the premises (while complying with all District policies and procedures regarding access) for individual discussions with bargaining unit employees in order to investigate and discuss grievances, workplace-related complaints and other workplace issues, provided that care is exercised by such representatives, and that they do not interfere with the performance of duties assigned to the employees. Such conversations shall occur outside of working hyours and/or during employee rest periods and shall not interfere with or distract from student learning and staff activities.

ARTICLE XXXI. LONGEVITY

A. Employees who complete the following years of continuous service as an employee in the Ipswich Public Schools shall be eligible for longevity compensation, subject to the terms and conditions hereinafter provided:

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Years of Continuous Service as an Employee in the Ipswich Public Schools	Amount of Longevity Compensation Effective July 1, 2024
Five (5) or more years of continuous service	$300.00
Ten (10) or more years of continuous service	$400.00
Fifteen (15) or more years of continuous service	$500.00
Twenty (20) or more years of continuous service	$600.00
Twenty-five (25) or more years of continuous service	$700.00

B. Eligibility shall be measured as of June 30.

C. Less than full time employees (employees working less than 30 hours per week) shall receive longevity on a pro rata basis.

ARTICLE XXXII. DURATION AND RENEWAL

Section 1. Effective Date. This Agreement shall have an effective date of July 1, 2024 as otherwise provided herein, and shall remain in full force and effect until 12:01 A.M. June 30, 2027, and shall be automatically renewed from year to year thereafter unless either party notifies the other in writing not less than sixty (60) days prior to any expiration date of its desire to terminate this Agreement, in which event it shall terminate on the expiration date of the year in which notice is given.

Section 2. Either party may notify the other of its desire to amend the Agreement, in which event the notice shall set forth the amendments desired. Such notice shall be given not less than sixty (60) days prior to any expiration date. If the parties are unable to agree upon the proposed amendments during the period of the aforesaid notice, the contract shall expire on its expiration date unless the party or parties proposing the amendments shall have previously withdrawn them or unless the agreement is extended by mutual consent.

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Section 3. Funding

Each year of this Agreement is subject to funding as follows:

The Committee/Administration will advise the Union, on or before 9/1 of each year of this Agreement so long as the appropriate data is then available, as to whether there are sufficient funds to fund the wage increase for that year. In the event the Committee/ Administration were to advise the Union that sufficient funds are not available, the wage increase for that year shall be of no force and effect, at the discretion of the Committee, and the parties shall meet to negotiate as if no Agreement had been reached for that year. The decision of the Committee/Administration regarding the sufficiency of funds shall not be subject to challenge.

In the event the appropriate data is not available by 9/1, notice shall be given by the Committee/Administration within a reasonable period of time after such data becomes available to the Committee/Administration.

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IN WITNESS WHEREOF, the parties hereunto set their hands and seals this _____ day of _____,2025.

IPSWICH SCHOOL COMMITTEE

By Signed by: Dianne Freehan 12/19/2025
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Dianna Freehan, Chairperson
Ipswich School Committee

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, STATE COUNCIL 93 LOCAL 2905 (Food Services)

By DocuSigned by: Therese J. Cooper 12/19/2025
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APPENDIX A

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO
8 Beacon Street, Boston, Massachusetts 02108 • Telephone 617-367-6000

AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

BY: ……..
(Name of Employee – Please Print)
TO: ……..
(Name of Employee – Please Print)
Effective …….. I hereby request and authorize you to deduct from my
(Date)
earnings each ..…… the amount of $ …… This amount shall be paid to the
(Payroll Period) .
treasurer of AFSCME Local Union No …… and represents payment of my Union Dues. I further authorize any change in the amount to be deducted which is certified by the above-named employee organization as a uniform change in its Union Dues structure. This authorization shall remain in effect unless terminated by me upon sixty days advance written notice to the Union and the Employer or upon termination of my employment.
Date …….. Signature ……..
Street …… Home Telephone # (…..) …….
City ……..…… State …… Zip .....
Dept/Div/Facility …….
Work Location ……...……..
Job Title ……...
Social Security # ……..Job Code # …….
Unit # ……. Employee Payroll # …….

UNION COPY

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American Federation of State, County & Municipal Employees, Council 93, AFL-CIO
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BY: ……
(Name of Employee – Please Print)
TO: ……
(Name of Employee – Please Print)
Effective ..... I hereby request and. authorize you to deduct from my
(Date)
earnings each …… the amount of $..... This amount shall be paid to the
(Payroll Period) .
treasurer of AFSCME Local Union No•……. and represents payment of my Union Dues. I further authorize any change in the amount to be deducted which is certified by the above-named employee organization as a uniform change in its Union Dues structure. This authorization shall remain in effect unless terminated by me upon sixty days advance written notice to the Union and the Employer or upon termination of my employment.
~ Date …….. Signature ……
Street ……. Home Tel. # (……) ……..
City ……. State ……. Zip ……
Dept/Div/Facility ……..
Work Location ……..
Job Title ……
Social Security # ……. Job Code # ……..
Unit # …… Employee Payroll …….....

EMPLOYER'S COPY

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APPENDIX B

AFSCME – FOOD SERVICE HOURLY RATE SCHEDULE

Effective July 1, 2024 (FY2025) (a $2.50/hour increase over FY2024)

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Start	After 10 months	After 20 months	After 30 months	After 40 months	After 50 months
Permanent Full and Part-time Cafeteria Workers other than Cooks/Bakers, Managers & Truck Person	18.80	19.73	20.53	20.83	21.67	22.27
Permanent Full and Part-time Cooks/Bakers	20.37	21.22	21.99	22.30	23.47	23.67
Permanent Full-Time HS-MS Cafeteria Manager	25.45	26.66	27.94	30.04	31.23	32.17
Permanent Full-time Elementary Cafeteria Manager	23.03	24.34	25.73	25.90	27.20	28.02

AFSCME – FOOD SERVICE HOURLY RATE SCHEDULE

Effective July 1, 2025 (FY2026) (a 2.5% per hour increase over FY2025)

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Start	After 10 months	After 20 months	After 30 months	After 40 months	After 50 months
Permanent Full and Part-time Cafeteria Workers other than Cooks/Bakers, Managers & Truck Person	19.27	20.22	21.04	21.35	22.21	22.83
Permanent Full and Part-time Cooks/Bakers	20.88	21.75	22.54	22.86	24.06	24.26
Permanent Full-Time HS-MS Cafeteria Manager	26.09	27.33	28.64	30.79	32.01	32.97
Permanent Full-time Elementary Cafeteria Manager	23.61	24.95	26.37	26.55	27.88	28.72

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AFSCME – FOOD SERVICE HOURLY RATE SCHEDULE
Effective July 1, 2026 (FY2027) (a 2.5% per hour increase over FY2026)

Position	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
	Start	After 10 months	After 20 months	After 30 months	After 40 months	After 50 months
Permanent Full and Part-time Cafeteria Workers other than Cooks/Bakers, Managers & Truck Person	19.75	20.73	21.57	21.88	22.77	23.40
Permanent Full and Part-time Cooks/Bakers	21.40	22.29	23.10	23.43	24.66	24.87
Permanent Full-Time HS-MS Cafeteria Manager	26.74	28.01	29.35	31.56	32.81	33.80
Permanent Full-time Elementary Cafeteria Manager	24.20	25.57	27.03	27.21	28.58	29.44