

AGREEMENT

between the

NORTH ANDOVER SCHOOL COMMITTEE

and

NORTH ANDOVER CAFETERIA STAFF ASSOCIATION

2008 - 2009

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ARTICLE ONE

PREAMBLE

This Agreement is made 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”). 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 & Regulations 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 Relations 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 Employees, consisting of employees in the following job titles or classifications within the department: Cook/Managers, Enhanced Cook/Manager, Floating Cafeteria Manager, Assistant Cooks, Baker, Receiving Kitchen Supervisors, Cafeteria Utility Workers, and Motor Equipment Operators.

ARTICLE FOUR

MUTUAL COOPERATION

- A. The employer recognizes and agrees not to interfere with the rights of its employees to become members of the Association.
- B. The Association agrees to cooperate with the employer in maintaining and improving waste and abusive privilege. The Association further agrees that consideration shall be given to the necessity for efficient operation conduct of its duties.

ARTICLE FIVE

RESPONSIBILITY

In accordance with the Massachusetts Education Reform Act of 1993, principals are the educational administrators and managers of their schools and shall supervise the operation and management of their school and school property, subject to the supervision and direction 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, suspension and dismissal of employees in a manner consistent with said Reform Act. All Food Service personnel report directly to the Director of Food Services. Ultimately to the Superintendent of Schools.

ARTICLE SIX

RIGHTS OF ASSOCIATION

- A. 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 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.
- B. Upon employment or re-employment, all such new employees shall be deemed to be engaged in probationary trail period for a period of six (6) months during which time said employee(s) may be discharged with just cause. Such termination of employment shall not be subject to Article XI, Grievance Procedure.
- C. During the month of January, all employees shall be evaluated by their immediate supervisor. Utility workers have an opportunity to increase a step at this time period based on the outcome of an evaluation by their direct supervisor. Managers will hold pre-evaluations in October.
- D. When the employer determines to fill a vacant position within the bargaining unit, it shall be posted for at least five (5) days before a permanent assignment is made. In the event that no member of the bargaining unit 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.
- E. Notwithstanding the provisions of Article 6, Section C, an employee promoted to a position in a higher pay classification shall be awarded said position for a probationary period of ninety (90) days. At the conclusion of each thirty (30) days of said period, the immediate supervisor of said employee shall submit to the employer, a written evaluation as to the job performance of the employee. If at the end of the ninety (90) day period, the employer determines that the

employee is not qualified to perform the duties of the position, he or she shall be returned to the position he or she held immediately prior to the promotion. During the probationary period, the employee shall be compensated at the rate of the position to which he or she has been promoted.

ARTICLE SEVEN

WAGES AND PAYMENTS

- A. The employee within the jurisdiction of the Association shall be paid in accordance with the schedule attached as "Appendix A-1 Salary Schedule", on a biweekly basis. Permanent part-time workers are paid on an hourly basis for time worked only, except that they are paid in full for snow days (days on which school sessions are not held because of inclement weather) and designated holidays. Absence either before or after a paid holiday will cancel the holiday pay. All cafeteria helpers are provided a lunch free of charge.
- B. Additionally, Appendix A-2 includes a longevity schedule. This is pro-rated for ten months. A person who qualifies for a longevity step during the school year will receive that payment only after completion of the prescribed time period (anniversary date).
- C. Upon proof of purchase, i.e., sales receipt, an annual uniform allowance of up to One Hundred Fifty Dollars (\$150) will be paid to each cafeteria employee. Payment will be made to each person the month following the anniversary date of employment. A new employee must reach that first anniversary before receiving a uniform allowance. The uniform to be worn at work consists of a white or red polo shirt, black apron with logo, black or white pants and black or white rubber soled shoes while on duty. (Shirts do not need to be purchase through the designated uniform company, however aprons do.) Stockings must be worn at all times. During the warm weather months, shorts which come just above the knee may be worn with ankle socks.
- D. Appendix A-3 lists payments for 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 at the function rate of pay.

Persons assigned to the kitchen requiring a cafeteria employee will be given first opportunity to work the non-school function. Selection of the employee will be based on the needs of the particular function. However, when all things are equal, selection will be determined from a rotating schedule.

ARTICLE EIGHT

HOLIDAYS AND ABSENCES

With the exception of Christmas and New Years, the following will be considered paid holidays when they fall on a Monday through Friday during the student school year. The student school year is defined as that period of time between the opening and closing of the school year consisting of full school days, (excludes curriculum days and early release days). The student school year is determined by the School Committee and does not include weekends or specified vacation periods. Only permanent and provisional members of the Association, who work regular weekly shifts between 2 hours and 7 hours per day, will be eligible (intermittent personnel or substitutes are ineligible).

A. Holidays

- | | |
|----------------------------------|---------------------------|
| 1. Labor Day** | 7. Christmas Day |
| 2. Columbus Day | 8. New Year's Day |
| 3. Veteran's Day | 9. Martin Luther King Day |
| 4. Wednesday before Thanksgiving | 10. Memorial Day |
| 5. Thanksgiving Day | 11. Floating Holiday* |
| 6. Friday after Thanksgiving | |

If Christmas or New Year's occurs on Sunday, it will be recognized on the following Monday. If Christmas or New Year's occurs on a Saturday, it will be recognized the preceding Friday. In order to qualify for holiday pay, the employee must work the last scheduled workday before the holiday and the first scheduled workday after the holiday.

*The floating holiday is non-cumulative and is to be used on a school curriculum day designated by the Director of Food Services.

**Should school begin after Labor Day, an additional floating holiday will be added to the list of holidays to equal eleven paid holidays.

B. Other Absence

1. It is further understood and proposed that whenever a school day is canceled because of inclement weather, that day shall be considered a paid workday.
2. On early release days for students when lunches are not served, employees have the option to work their normal workday or take said day (s) off without compensation. If the employee elected to work, he/she will be paid for the actual hours worked. The employee's direct supervisor determines the availability of work, at least one week prior to the early release day. An employee must designate that intention to work on a curriculum day by initialing the previous week's payroll sheet.

3. Positions of cafeteria employees absent from day-to-day will be filled with substitutes if available.
4. In addition to personal illness or injury, sick leave may be utilized for the following purposes:

A maximum for five (5) days per school year for a critical illness or death in the immediate family, on approval by the Superintendent. 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 and sisters, grandfathers and grandmothers, father-in-law and mother-in-law.

On the five-day maximum listed in the paragraph above, a maximum of one day will be allowed for brothers-in-law, sisters-in-law, grandmothers-in-law and grandfathers-in-law.

In addition to the above provisions, a maximum of one additional day of funeral leave for the death of a person not covered above may be taken and charged to sick leave of the employee.

C. Special Work Days

Special work days may be required at the end of the school year. When these days are worked the employee will be paid his/her normal wage for the hours worked, provided, that the immediate supervisor is satisfied that their work has been completed.

ARTICLE NINE

RETIREMENT AND RESIGNATION

A. 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.

- B. 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 years or less, will receive an additional \$833 per year until retirement. It is understood that:
1. The request and benefit will run concurrent with the fiscal year.
 2. The benefit will not be paid in the event that this notice of retirement is withdrawn, and any monies paid under this clause must be returned.
 3. The benefit mentioned above (\$833) is for full time employees (7 hours/day). It will be pro-rated by hours for other employees.
- C. Service after Retirement

A former employee of the cafeteria department, 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 department 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 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 bargaining unit 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 TEN

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 alphabetical order of their last name.

A seniority list including all employees in the bargaining unit shall be kept up to date and posted once each year in each kitchen.

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.

ARTICLE ELEVEN

GRIEVANCE PROCEDURE

A. Definitions

1. 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 contract.
2. An “aggrieved” person is the person or persons making the claim.
3. 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 who action might be taken, in order to resolve the claim.

B. Purpose

1. 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 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 this procedure.
2. 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.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

1. Level One – An employee with a grievance will first discuss it with his/her immediate superior, either directly or through a representative of the Association, with the objective of resolving the matter informally. If he/she receives not satisfaction from his/her superior within five days, he/she will proceed to Level Two.

2. Level Two – If the grievance is not resolved in Level One, the aggrieved employee or the Association may appeal by filing in writing with the Director of Food Services within five (5) working days after the decision at Level One, or fifteen (15) working days after the grievance was presented, whichever is sooner.

The written statement of the grievance shall include:

- a. Name and positions of grievant.
- b. A statement of the grievance and the facts involved.
- c. The corrective action requested.
- d. The name of the Association Representative.
- e. Signature (s) of grievant (s) and Association Representative.

3. Level Three – If the grievance is not resolved by Level Two, the aggrieved employee or the Association may appeal by forwarding grievance in writing to the Superintendent within five (5) days after receiving the Level Two decision. The Superintendent or his designated representative will arrange for a meeting with the aggrieved employee and his/her Association representative, if any. The Superintendent or his designated representative shall issue his decision on the grievance as soon as possible, but not later than ten (10) days after receipt of the appeal.

4. Level Four – If the grievance is not resolved by Level Three, the aggrieved employee and/or the Association may appeal by forwarding the grievance in writing to the Committee within three (3) days after receiving the Level Three decision. The School Committee shall meet with the aggrieved person and/or the Association representative within ten (10) days after receiving at least two (2) days notice of the meeting. The Committee shall notify that individual in writing of its final decision within five (5) days of the date of such appearance.

D. Rights of Employees to Representation

1. No reprisals of any kind will be taken by the Committee or by any member of the Administration against any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

2. A person of his/her own choosing within the Association may represent any party in interest at all stages of the grievance procedure. When the Association does not represent the employee, the Association shall have the right to be present if the aggrieved person so desires.

ARTICLE TWELVE

SICK LEAVE

All employees will be allowed ten (10) days of paid sick leave per year, to be accumulated at the rate of one day per month to a maximum accumulation of 130 days.

The hours of pay received for each sick day used will be based on the average number of hours worked per day during the regular school year.

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

Physician's Certificate: "Only after an employee is absent more than three (3) consecutive working days, a physician's certificate may be required certifying the cause of absence.

ARTICLE THIRTEEN

LEAVES OF ABSENCE

A. Personal Leave

Each permanent employee shall be granted one (1) day of paid leave per year non-cumulative for the purpose of transacting or attending to imperative legal business, household or family matters impossible to transact during non-school hours. This time will be charged to sick leave.

Each permanent management employee who works five (5) hours or more shall be granted one (1) additional day of paid leave per year non-cumulative for the purpose of transacting or attending to imperative legal business, household or family matters impossible to transact during non-school years. This time will not be charged to sick leave.

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

Written notice of intention to take this leave shall be filed with the person's immediate supervisor, and forwarded to the Superintendent or his/her designee at least one week in advance with the reason for requesting such leave. Exceptions to the application of the provision may be made where the one-week advance notice would be either a hardship or impossibility.

Personal leave is not intended to extend a vacation or for recreational activities.

B. Emergency Leave

Sick leave may be used up to a total of one (1) day with the approval of the Superintendent.

C. Other Leaves

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 immediately family – mother, father, brother, sister, children or spouse.

Any employee may be granted time off without pay during regularly scheduled workweek for valid emergencies – not vacations. Requests for such leave must be made to the Director of Food Services at least ten (10) days in advance whenever possible, and approved by the Superintendent of Schools.

D. Maternity Leave – General Policies and Rules

1. 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.
2. The employee may continue to perform her duties for a period of time 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.
3. Any employee may apply to the Committee for a maternity leave of absence at the time she notifies the Superintendent of her condition, 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.
4. The Committee, at its discretion, may curtail or terminate the maternity leave of absence in order to enable the employee to return to duty at a time which would best serve the interests of the school lunch program.
5. 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.
6. 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.
7. The parties to this Agreement that all State statutes and decision of all Federal and State Courts concerning maternity leave will be applicable to this Agreement.

E. Family and Medical Leave Act (FMLA)

All eligible employees of the North Andover Cafeteria Association, shall be entitled to all benefits and privileges authorized and mandated by the Family and Medical Leave Act of 1993 (issued by the U.S. Department of Labor), and applicable state law.

ARTICLE FOURTEEN**WORK HOURS**

The work schedule for each employee shall be as determined by the administration. The regular hours of work each day shall be consecutive except for interruptions for lunch periods and coffee breaks. The regular workweek for employees shall consist of five (5) consecutive days, Monday through Friday with a maximum of eight (8) hours of regular time per day and a minimum of two (2) hours of working time per day.

ARTICLE FIFTEEN**INSURANCE**

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

Health Insurance

1. The following co-pay changes will take effect to HMO Blue (or any other health maintenance organization) 60 days subsequent to ratification of these provisions by all other municipal and school bargaining units:

- Doctor office visit co-payments will increase from \$5.00 per visit to \$10.00 per visit;
- Emergency room co-payments will increase from \$25.00 to \$50.00 per use;
- A three-tier prescription drug program will take effect: \$10.00 - \$20.00 - \$35.00 depending upon the prescribed drug.

2. Effective July 1, 2008 the employee contribution to the HMO Blue (or any other health maintenance organization) will remain as follows:

- Family coverage will remain at 15%
- Individual coverage will remain at 14%

ARTICLE SIXTEEN

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 SEVENTEEN

PROBATIONARY PERIOD

Probationary Period (effective for all employees hired after July 1, 2005).

The probationary period is intended to give new 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 School Department uses this period to evaluate employee capabilities, work habits, and overall performance. This period is defined as “the first six months of employment or extension thereof, as provided for by the Superintendent.” Either the employee or the town may end the employment relationship at will at any time during the probationary period, with or without cause or advance notice.

All new and rehired employees work on a probationary basis for the first 180 calendar days after their date of hire. Any significant absence will automatically extend a probationary period by the length of absence. If the Superintendent determines that 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 90 calendar days as long as both parties agree.

Upon satisfactory completion of the probationary period, employees enter the “regular” employment classification.

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 EIGHTEEN

DURATION

The Agreement will remain in effect from July 1, 2008 to June 30, 2009.

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

28th Day of July, 2009.

NORTH ANDOVER CAFETERIA
STAFF ASSOCIATION

NORTH ANDOVER
SCHOOL COMMITTEE

Dianna Salvo

Stanley B. Limpanit

APPENDIX A-1

NORTH ANDOVER CAFETERIA STAFF SALARY SCHEDULE
July 1, 2008 - June 30, 2009

Position	2008-2009
Cook/Manager Enhanced Cook	16.11
Assistant Cook	14.82
Baker	14.82
Receiving Kitchen Super.	12.90
Café Utility Worker	11.20
Café Utility Step	11.37
Motor Vehicle	15.85
Floating Manager	16.11

SALARY INCREASES:

2008-2009 0.00%

Sargent School Cook receives hourly pay per salary schedule for cook.

High and Middle School Commissary Cook receives hourly pay per salary schedule for cook plus \$1.75 per hour based upon additional duties due to student population, satellite services and level of inventory.

Enhanced Cook/Manager receives hourly pay per salary schedule for cook plus \$1.75 per hour based upon additional duties due to student population, satellite services and level of inventory.

Floating Manager receives hourly pay per salary schedule for cook plus \$1.75 per hour based upon additional duties assigned by the Director of Food Services.

APPENDIX A-2

NORTH ANDOVER CAFETERIA STAFF LONGEVITY SCHEDULE

FY 2008-2009

	10 month	6 hr	5 hr	4 hr	3 hr	2 hr
5 Year	477	410	340	271	206	137
10 Year	639	549	457	365	274	182
15 Year	746	643	533	428	319	214
20 Year	854	734	610	487	367	246
25 Year	962	828	687	551	415	276

LONGEVITY INCREASE:

2008 - 2009 0.00%