

**CAFETERIA WORKERS**  
**AGREEMENT**  
**BETWEEN**  
**THE DANVERS SCHOOL COMMITTEE**  
**AND**  
**COUNCIL #93, LOCAL #1098, AMERICAN FEDERATION OF**  
**STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO**

This agreement entered into by the Town of Danvers School Committee, hereinafter referred to as the Employer, and Council #93, Local #1098, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment for Cafeteria Workers.

**JULY 1, 2018 – JUNE 30, 2021**

## ARTICLE 1

### RECOGNITION

1 – 01 The employer recognizes the Union as the exclusive representative for the purpose of negotiating salaries, wages, hours and other conditions of employment for all Cafeteria employees of the Danvers School Department, including Administrative Assistant, excluding Cafeteria Director and all other employees in accordance with Labor Relations Commission Certificate Case No. MCR-2426.

## ARTICLE 2

### MANAGEMENT'S RIGHTS

2 – 01 Except as otherwise expressly and specifically provided in this Agreement, the Union recognizes and agrees that the supervision, management and control of the School Department's business, operations, working force and facilities are exclusively vested in the School Committee. Without limiting the generality of the foregoing, the Union recognizes and agrees that the right to plan, direct and control the School Department's business, operations, and working force; to hire, promote, transfer an lay off employees; and lawfully and for just and proper cause, to demote, discipline, suspend or discharge employees; and the right to determine the hours, schedules and assignments of work, the work tasks; classification, and standards of performance for employees is vested exclusively in the management of the School Department. The foregoing shall not be taken, however, as a limitation upon the rights of the Union to represent the employees covered hereby in the grievance procedure provided in this Agreement, and any other procedure dealing with the employee's representation rights.

2 – 02 Mission Statement: The purpose of the School Lunch Program is to meet the needs of the School Department as dictated by the School Committee.

These needs primarily consist of providing the highest quality meals to our students that budgetary concerns will allow while meeting state and federal requirements, and providing meals and other services as necessary to meet the needs of the school system.

Other services may include, but are not limited to, providing after school functions, purchasing and distribution of supplies for various uses, or providing staff to supervise school kitchens being used by the other organizations. All of these services provide much needed supplemental income for the school lunch program and helps us to better meet the needs of the children of this community.

## ARTICLE 3

### UNION DUES AND AGENCY FEES

3 – 01(a) Employees, who so elect, shall tender the monthly membership dues, by signing the authorization of dues form. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off dues hereinafter set forth, 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; and the employer agrees to remit the

4 – 03 Step 2. If the grievance is not settled, it shall be presented in writing to the Superintendent of Schools within five (5) full working days after the supervisor's response is received, or within five (5) full working days after the expiration of the time limit for Step 1, if no response is received. The writing shall set forth the specific facts upon which the grievance is claimed, the section(s) claimed to be violated, and the remedy sought by the grievant. The Superintendent of Schools or his designee shall have the option of responding to the representative of the Union within five (5) full working days of the receipt of the grievance documents, or he or his designee shall convene a hearing as soon thereafter as is practicable to resolve the grievance, but such hearing shall not be convened more than (10) full working days after the receipt of said documents. Upon the conclusion of the hearing, the Superintendent or his designee shall transmit to the representative of the Union his decision in writing within fifteen (15) full working days. Failure to respond within the time limits shall be understood to be a denial of the grievance, and said grievance may be taken to the next step.

4 – 04 Step 3. If the grievance is not settled, it may be presented in writing to the School Committee within (5) full working days after the response of the Superintendent of Schools, or his designee, is received, or within five (5) full working days after the expiration of the time limit of Step 2, if no response is received. The School Committee shall have the option of responding to the representative of the Union within ten (10) full working days of the receipt of the grievance documents, or an authorized subcommittee or the committee itself shall convene a hearing as soon thereafter as practicable to resolve the grievance, but such hearing shall not be convened more than fifteen (15) full working days after the receipt of said documents. On the conclusion of the hearing the School Committee shall transmit to the representative of the Union its decision in writing within fifteen (15) full working days. Failure to respond within the time limit(s) shall be understood to be denial of the grievance and said grievance may be taken to the next step.

4 – 05 It is mutually agreed that in the interpretation of the provisions herein relating to Steps 1, 2 and 3:

- (a) The word "respond" shall mean to make a meaningful reply rather than to make a definitive decision.
- (b) The words "union representative" or "representative of the union" shall mean the President of the Union, or a member of the Bargaining Unit designated in writing by the President.

4 – 06 Step 4. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Steps 1, 2 and 3, and which involves either:

- (a) The interpretation or application of a provision of this Agreement, or
- (b) A disciplinary penalty (including discharge) imposed on or after the effective date of this Agreement, which is alleged to have been imposed without just cause, shall be subject to arbitration within fifteen (15) full working days after the reply of the School Committee.

4 – 07 The arbitration proceeding shall be conducted by a person qualified in labor relations to be selected by the Employer and the Union within (10) days after notice has been given. If the parties fail to select an arbitrator, the State Board of Conciliation and Arbitration shall be requested by either or both parties to provide a panel of five (5) qualified persons. Both the Employer and Union shall have the right to strike two (2) names from the panel. The party

minute break. The manager or designee shall determine when such break of an employee shall be taken.

6 – 03 Hygiene Break Cafeteria employees shall be granted no more than five (5) minutes for a personal hygiene break immediately prior to the end of his/her shift providing the employee(s) is not needed to complete his/her required daily work or for emergency staffing needs. The employee shall remain on duty during such period.

6 – 04 Whenever a cook's position is temporarily vacant for two weeks, a temporary posting shall be posted for five (5) days and then filled.

## ARTICLE 7

### SICK LEAVE

7 – 01 Cafeteria employees will be entitled to fifteen (15) days sick leave each school year effective as of the first official day of said school year. Sick leave may be accumulated from year to year to a maximum of two-hundred (200) days.

7 – 02 Employees who leave work due to illness will be paid for each full hour the employee worked prior to leaving his/her shift. Any eligible employee who receives sick leave compensation for the balance of unworked shift time shall be charged to sick time for such full hours.

7 – 03 Any member of the cafeteria personnel who has been absent because of illness for fourteen (14) consecutive school days shall return to his/her duties only after presentation of a certificate from his/her attending physician indicating satisfactory recovery and ability to perform his/her duties.

7 – 04 Any member of the Cafeteria personnel who has been absent because of illness for five (5) consecutive school days may be required to provide to the School Committee or its designee a doctor's certificate.

7 – 05 Attendance Incentive If the employee uses:

- 5 sick days they may buyback 4 days for \$200.00
- 4 sick days they may buyback 4 days for \$275.00
- 3 sick days, they may buyback 4 days for \$325.00
- 2 sick days, they may buyback 4 days for \$375.00
- 1 sick day, they may buyback 4 days for \$400.00
- 0 sick days, they may buyback 4 days for \$ 425.00

The payment for Sick Leave Buyback will appear as a separate line item on the first paycheck in October for the eligible employee.

7 - 06 A member may use up to three (3) days of sick leave per year in case of serious illness or accident befalling a spouse or child and where the presence of the cafeteria worker is required as determined by the Superintendent. Such leave shall not be reasonably withheld.

## ARTICLE 9

### TEMPORARY LEAVES OF ABSENCE

9 – 01 Funeral Leave – In connection with each death in the immediate family, an employee shall be entitled to receive five (5) working days immediately prior to and including the day of the funeral. The employee may at his/her option be entitled to use the next working day after the funeral as one of said working days. The phrase “immediate family” means the death of a mother, father, parent of spouse, step parent, children, spouse, brother, sister, stepchild, grandchild or persons living in household.

In connection with the death of an employee’s grandparents, brother-in-law or sister-in-law, the employee shall be entitled to four (4) days off immediately prior to and including the day of the funeral.

One day of funeral leave will be granted upon the death of any other relative with approval of the building principal or director.

In the event of a death of those listed above the Superintendent may, if he/she believes that there are special circumstances, which warrant it, grant additional leave.

#### 9 – 02 Personal Leave

- a. Each employee may have three (3) days with pay per year, noncumulative, for the purpose of transacting or attending to personal, business or household matters which require the absence of the employee during school hours and which cannot be otherwise scheduled.
- b. Written notice of intention to take such leave shall be filed with the Superintendent or his or her designee at least one week in advance. Exceptions will be made where the requirement for one week’s advance notice would be a hardship or impossibility.
- c. In order that it might be determined whether the leave falls within the definition of “a” above, the application must state the reason for the leave or verbally communicate to the Superintendent or his or her designee the confidential nature of the request.
- d. Requests for personal leave shall not be unreasonably withheld nor shall the Superintendent act in an arbitrary, capricious, or discriminatory manner in acting on such requests.
- e. Should a dispute arise concerning the granting of personal leave, the employee may take such leave but shall not be compensated for such day unless and until the matter is resolved in favor of the employee.

9 – 03 Neither funeral leave nor personal emergency leave shall be accumulated from year to year.

## ARTICLE 11

### APPOINTMENTS

11 – 01 According to the School Committee Policy, all annual appointments, including Cafeteria Workers, will be based on the recommendation of the Superintendent and voted upon by the Danvers School Committee. Cafeteria Workers will be covered by the Hiring Policy of the School Committee.

11 – 02 If a substitute or temporary employee satisfactorily works for a full school year on a full-time basis, his/her name will be submitted for permanent appointment by the Superintendent, to the School Committee, if there is a position vacant.

## ARTICLE 12

### INSURANCE

12 – 01 The Committee will pay the maximum percentage permitted by the policy of the Town of Danvers of the cost of the following types of insurance coverage:

1. Term life insurance plan of the type presently available to other school employees.
2. Individual or family coverage, whichever applies in the particular case, for Blue Cross/Blue Shield or the type presently available to other school employees.

12 – 02 It is agreed that should any substantive changes occur in the statutes affecting health and welfare insurance policies, this Agreement may be reopened for negotiations on this subject at the request of the Union.

12 – 03 Upon expatriation of any contracts presently in effect and all the future contracts between insurance carriers and the Employer dealing with medical coverage, the Union will be fully informed of any negotiations dealing with the coverage, that affects its members, and may make inquiries and advise the Employer of the desires of Employees.

## ARTICLE 13

### RETIREMENT

13 – 01 The union will receive the same benefits that are available to Town personnel under the Town of Danvers.

**13 – 02 Upon retirement, employees who have achieved excellent attendance by using three (3) or fewer sick days during the three (3) school years preceding retirement will be allowed to cash out one-half (½) of their accumulated sick days to a maximum of fifty (50) days at their current daily rate.**

**During this three (3) year period, if a long-term illness occurred, the Superintendent or his/her designee may, if he/she believes attendance was otherwise exemplary and conformed to the spirit of the provision, exempt this occurrence from qualification.**

Position	Step	FY19	FY20	FY21
		2% as of 7/1/2018	2% as of 7/1/2019	2.25% as of 7/1/2020

Second Cook Mgr and Administrative Assistant

	1	20.350	20.757	21.224
	2	20.763	21.178	21.655
	3	21.176	21.600	22.086
	4	21.589	22.021	22.517
	5	21.961	22.400	22.904
At 15 + years	6	22.491	22.941	23.457

High School Manager/ Cook

	1	20.002	20.402	20.861
	2	20.396	20.803	21.272
	3	20.848	21.265	21.743
	4	21.222	21.646	22.133
	5	21.593	22.025	22.521
At 15 + years	6	22.124	22.566	23.074

Middle School Manager/ Cook

	1	19.449	19.838	20.284
	2	19.824	20.221	20.676
	3	20.315	20.722	21.188
	4	20.651	21.064	21.537
	5	21.022	21.442	21.924
At 15 + years	6	21.552	21.983	22.478

Cook

	1	19.093	19.474	19.913
	2	19.449	19.838	20.284
	3	19.843	20.240	20.695
	4	20.238	20.642	21.107
	5	20.609	21.021	21.494
At 15 + years	6	21.139	21.562	22.047

General Café Worker

	1	17.234	17.578	17.974
	2	17.571	17.923	18.326
	3	17.909	18.268	18.679
	4	18.285	18.651	19.071
	5	18.657	19.030	19.458
At 15 + years	6	19.187	19.571	20.011

15 – 06 Involuntary Transfer Not Based on Seniority – Involuntary transfer of cafeteria employees – School Committee reserves the right to involuntary transfer the employee. The employee will have the right to appeal the transfer decision to the Manager of Administration and Finance whose written decision for such involuntary transfer shall be final and binding. The employee/union shall not have the right to utilize the grievance procedure in a matter involving such involuntary transfer.

## Article 16

### PERFORMANCE AND EVALUATIONS

16 – 01 The Danvers Public Schools recognizes the valuable contributions food service employees make to the school system on a daily basis. Their role is critical to the efficient operation of the school system and contributes to an effective instructional program. The purpose of the evaluation process is to provide an equitable and accurate method for assessing work performance to promote or guide work related growth and to provide an opportunity for improvement. The evaluation procedure will provide feedback to employees, guidance to employees and management for training or development needs, accurate and fair assessment and information for making personnel decisions.

All food service employees will be evaluated by April 30<sup>th</sup>. The evaluations will be conducted by the food services director and/or principal. The director will advise all employees of how and on what factors they will be evaluated. An employee who needs improvement shall be informed in writing on the evaluation form or in an attached statement of the specific reasons for the rating. The evaluator will fully explain to the employee the requirements of the position and the performance improvement plan needed to improve the rating on the Individual Corrective Action Plan and will be reevaluated in 30 days.

## Article 17

### GENERAL

17 – 01 If any provision of this Agreement or any application of the Agreement to any employee or group of employees should be found contrary to the laws of the Commonwealth, then such provision, or application, shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

17 – 02 No managers will be assigned to bulk satellite schools unless an emergency or staffing need requires immediate and temporary coverage.

17 – 03 Employees shall receive in the first pay period in October an annual uniform allowance:

2018	\$400.00
2019	\$400.00
2020	\$400.00

The uniform is to consist of an institutional white or royal blue collared shirt or blouse and **black** or royal blue pants, skirt or dress. **Yoga pants are not permitted.** Combined uniform to be free of any embellishment, design or logo. Shoes will consist of white or black leather footwear with



**Article 18**

**SAFETY**

18 – 01 The School Committee will endeavor to provide a safe work environment for all employees and the Union agrees to cooperate with the School Committee in its efforts to maintain a safe work environment.

18 – 02 For the purpose of this article, unsafe equipment and unsafe conditions mean equipment or conditions which, even if reasonable care and caution are used, present an unreasonable risk or injury to an employee or others. All employees shall promptly report to their supervisor any equipment or condition which is allegedly unsafe. If it is determined by management that equipment or conditions are unsafe, then reasonable and prompt steps will be taken to correct the problem.

18 – 03 It is agreed that a joint Union-Management Safety Committee will be established with representatives from Management and two representatives from the Union. The Committee may consist of additional members by mutual agreement. The Committee will hold a meeting when either party deems it necessary to consider and review safety conditions. Upon written request the joint committee will be furnished relevant reports that concern the safety of bargaining unit employees. If the Committee determines that an unsafe working condition exists, the School Committee will endeavor to correct such conditions without unreasonable delay.

**ARTICLE 19**

**DURATION**

19 – 01 **This agreement shall take effect on July 1, 2018 and continue in full force and effect until June 30, 2021. The Union agrees that it will notify the Committee in writing of its intention to negotiate a successor Agreement on or before January 1, 2021.**

For Council #93, Local 1098

Carol Markland  
Mary Beth Abbott  
Shirley Powers

June 6, 2018  
Date

For the Danvers School Committee

[Signature]  
[Signature]  
[Signature]  
[Signature]  
Mary Beth Abbott

Date  
June 11, 2018