

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

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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 or 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

aggregate amount to the treasurer of the Union, along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

3 - 01(b) Pursuant to General Laws Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, or the execution of this agreement, whichever is later, each member of the bargaining unit who elects not to join or maintain membership in the Union shall pay to the Union an agency fee which shall be equal to the amount required to be a member and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received.

3 - 01(c) The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization, which authorization may only be made and presented to the employer one time during each year of the contract. Attached hereto is a sample of the authorization form for the AFSCME PEOPLE program. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the employer with a courtesy copy of such notice to the Union. The employer agrees to remit any deductions made pursuant to this provision at the same time it submits dues to the Union to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union agrees that it Will indemnify and hold harmless the Employer from any claim, actions or proceedings by any employee arising from deductions or actions taken by the Employer under this Article. Once deductions are remitted to the Union, it is understood and agreed that their disposition thereafter shall be the sole and exclusive obligation of the Union.

3 - 02 The union will be responsible for initially preparing a Union dues check-off list and will thereafter be responsible for immediately informing the School Department Business Office of any change in membership.

ARTICLE 4

GRIEVANCE PROCEDURE

4 - 01 A grievance is a complaint of one or more employees, or the Union, which may arise concerning wages, hours and conditions of employment involving the application, meaning or interpretation of this Agreement, and shall be settled in the following manner, except that grievances involving disciplinary action shall be started at Step 2, and a grievance involving discharge shall be started at Step3.

4 - 02 Step 1. The aggrieved employee, with or without his Union representative, shall in writing present his grievance, or within five (5) of the occurrence giving rise to the grievance, or within five (5) days of knowledge of said occurrence, but in no event to exceed ninety (90) days, with the employee's appropriate supervisor (not a member of the bargaining unit). Such supervisor will respond in writing within (5) full working days of the presentation of the grievance. The parties shall exert all efforts to settle the grievance at this step. Failure to respond within the time limit shall be understood to be a denial of the grievance and said grievance may be taken to the next step.

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 _____

requesting arbitration shall strike one (1) name. The process will be repeated, and the remaining person shall be the arbitrator.

4 – 08 However, if the parties mutually agree in writing after Step 3 of the grievance procedure, to submit the grievance to the American Arbitration Association, said grievance shall be submitted to that Association in accordance with the labor arbitration rules of that Association.

4 – 09 The award of an arbitrator so selected upon any grievance subject to arbitration as herein provided shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have any authority or jurisdiction to add to, detract from, in any way alter the provisions of this Agreement, or to determine the arbitrability of any issue.

4 – 10 The expenses of his services shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

ARTICLE 5

PROBATIONARY EMPLOYEE

5 – 01 Effective upon initial employment, all employees covered by this collective bargaining unit shall be on probation for a six (6) month period until permanently appointed. Probationary status may be extended for an additional reasonable period not to exceed three (3) months where the School Committee or designee believes that the employee's work performance and qualifications require further review prior to permanent appointment. Employees shall be evaluated during this period. The School Committee or designee's decision to extend the probationary period of an employee shall not be unreasonable. Discharge, suspension, or other disciplinary action involving an employee on probation shall not be subject to the grievance procedure.

5 – 02 Employees appointed permanently to a position covered by this Agreement, who are regularly scheduled to work twenty (20) hours or more per week during the school year, shall continue to receive his/her employment fringe benefits.

ARTICLE 6

PROCEDURE FOR FILLING A VACANCY

6 – 01 When the Employer elects to fill a vacancy in a Head Cook or General Cafeteria Worker position covered by this Agreement, such vacancy shall be posted in a conspicuous place and shall remain posted for at least ten (10) days. The posting of a vacancy shall contain a statement of pay rates and job specifications established for the position. Employees interested shall apply in writing within a ten (10) day period, and when the vacancy is awarded all qualified employees covered by this Agreement shall be given first consideration with seniority as a major factor. Neither the posting of vacancy notices nor the interviewing of applicants shall require that the vacancy be filled. Where employee applicants are not qualified or fail to fit the vacancy, the School Committee may hire employees from outside the employ of the School Committee.

6 – 02 Rest Period Full time six hour or more per day school year employees regularly scheduled to work shall be provided a fifteen (15) minute break either in the morning or in the afternoon. Employee(s) working five (5) to five and one-half (5 ½) hours will receive a ten (10)

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 8

VACATIONS AND HOLIDAYS

8 – 01 Full time school year cafeteria employees shall be entitled to the following vacation pay, payable as follows:

A new employee hired in September, and thereafter of a school year or scheduled for appointment in the October School Committee Meeting who is appointed and continues to be so employed shall be entitled to receive in December of that school year a week's pay and who continues to be so employed shall be entitled to a second week's pay at the end of the school year. The check for vacation pay will be issued after the last regular pay period of the school year.

Appointed employees will be entitled to three (3) week's pay after five (5) years, three (3) weeks + one (1) day after 11 years, three (3) weeks + two (2) days after 12 years, three (3) weeks + three (3) days after 13 years, three (3) weeks + four (4) days after 14 years, four weeks after 15 years. This will be paid at the conclusion of the school year.

Regular part time employees who so work the school year shall be entitled to his/her pro rated share of vacation pay.

Effective FY99 – After twenty-one (21) years, an appointed employee shall be entitled to four (4) weeks + one (1) day. After twenty-two (22) years, four (4) weeks + two (2) days. After twenty-three (23) years, four (4) weeks + three (3) days. After twenty-four (24) years, four (4) weeks + four (4) days. After twenty five (25) years, five (5) weeks vacation.

Administrative Assistants' vacation pay will be paid when vacation time is taken throughout the year for the duration of this position being represented by the cafeteria workers union.

8 – 02 Scheduled Holidays: Labor Day, Columbus Day, Veteran's Day, Day before Thanksgiving, Thanksgiving Day, Day after Thanksgiving, Christmas (if this falls within the work week), New Year's Day, Martin Luther King Day, Good Friday and Memorial Day. Employees will be paid for holidays which fall within their school year, consistent with past practice.

8 – 03 If school is closed for one of the above approved holidays during an employees regularly scheduled work week, the employee who does not work the holiday but has been paid for all other days in the week, while on approved leave with pay (i.e. sick leave, vacation pay, personal leave...) shall be paid his/her straight time for that holiday. This benefit does not apply to the last week of school when employees are paid only for hours worked to close the cafeteria.

8 – 04 Cafeteria employees will not report to work when schools are closed because of adverse weather conditions but will be paid for these days.

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 10

HOURS OF WORK

10 – 01 Cafeteria Managers (Manager/Cook) – Not less than four (4), nor more than eight (8) hours per day, subject to needs of department. At Middle School and High School the day will entail 7 hours (6:30am to 2pm)

10 – 02 General Cafeteria Helpers – Not less than four (4), nor more than six (6) hours per day, subject to the needs of the department.

10 – 03 Administrative Assistant – The Administrative Assistant will work a seven and one-half (7½) hour days, full year.

10 – 04 Cook - Not less than four (4), nor more than six and one half (6 1/2) hours per day, subject to the needs of the department. An additional half hour will be added to any elementary school whose daily meal average exceeds 175 meals for the month. Changes to scheduled time will occur on a monthly basis with the time added the month following the 175 meal threshold.

10 – 05 Initial Assignment – The Superintendent of Schools, or designee, will initially assign the work stations and number of regularly scheduled hours to be worked. The Superintendent of Schools, or his designee, may change such assignments subject to his/her needs.

10 – 06 The Superintendent of Schools, or his/her designee, shall not exercise his/her discretion under the Article in an arbitrary or capricious manner.

10 – 07 Special Functions – Employees who work after-school functions shall be compensated as follows:

The employee will receive a minimum guarantee of three (3) hours at one and one-half times his/her hourly rate. For each fifteen minutes worked in excess of three hours, the employee will be paid for such time worked at his/her time and one-half rate. Employees shall be provided, as far as is practicable, the opportunity to volunteer for such work. A volunteer list of appointed employees assigned to the school where the function is taking place shall be maintained on a continuing basis by the Director of Food Services. Appointed employees assigned to the school where the function is taking place will have priority when assigning the overtime. If there are no volunteers from the school where the function is taking place then the volunteer list will be opened to appointed employees from all schools. All assignments will be based on seniority. Should there be no volunteers from the list of appointed employees, part time substitutes employees will be allowed to volunteer. If there are insufficient volunteers the Food Service Director will assign appointed employees in inverse order of seniority to work the function, said assignments will rotate. An employee assigned to work a function will not lose their seniority on the rotation list. The special function volunteer list will be maintained on a continual rotating basis.

10 – 08 Overtime – For all regular school day work in excess of 40 hours in any week, an employee shall be paid at the rate of one and one-half times his/her hourly rate.

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.

ARTICLE 14

WAGES

14 – 01 Wages – July 1, 2018- Jun 30, 2021

- a. 2% increase July 1, 2018. 2% increase July 1, 2019. 2.25% increase July 1, 2020.**
- b. Reclassify Administrative Assistant to Administrative Assistants Union.
Classification within Unit will be incorporated as part of Reclassification Study Committee.**
- c. High School Managers/Cook reclassified to new salary range.**

Pay scale for AFSCME Cafeteria Workers/Hourly Rate

| 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 |

- Step 1 - 0-3 years
- Step 2 - 4-5 years
- Step 3 - 6-7 years
- Step 4 - 8-10 years
- Step 5 - over 10 (ten) years
- Step 6 - at 15 (fifteen) + years

Step increases to be applied on employee's seniority anniversary date.

Excepting retirees, to be eligible for the retroactive wage and economic compensation package the employee covered must continue to be employed up to and including the date of execution of this agreement.

14 – 02 Beginning with the first day an employee works out of their job classification, the employee will be paid at the equivalent step of that classification or at an increase of \$.20 per hour whichever is greater.

14 – 03 Eligible employees shall receive on their anniversary date the following longevity pay:

| Effective 7/1/15 | |
|------------------|----------|
| 5 years | \$75.00 |
| 10 years | \$200.00 |
| 15 years | \$300.00 |
| 20 years | \$400.00 |
| 25 years | \$500.00 |

ARTICLE 15

REDUCTION IN FORCE

15 – 01 When a reduction in force becomes necessary, due to declining enrollment, economic reasons or staffing needs, the School Committee will release the least senior employee in a classification first, if the qualifications and performance of the individuals involved are relatively equivalent. The employer agrees to participate in impact bargaining before there is any reduction from the present staffing level of thirteen (13) appointed employees.

15 – 02 For the purpose of this Article, there are four classifications:

- a. Secondary Cook Manager and Administrative Assistant
- b. Manager / Cook
- c. Cook
- d. General Cafeteria Worker

15 – 03 "Seniority" is defined as length of continuous service as a Cafeteria Worker.

15 – 04 A Manager / Cook who is scheduled to be laid off may bump a less senior general cafeteria worker.

15 – 05 An administrative assistant who is scheduled to be laid off may bump a less senior general cafeteria worker.

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 30th. 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

non-skid soles and no open toes or high heels. No type of logo or embellishment on shoe is acceptable. Exceptions to the uniform policy will be allowed once per month for Middle School and Elementary School employees to participate in special occasions and "school spirit" days. High School employees will be allowed exceptions on a daily basis. Employees are required to wear an effective hair restraint at all times, consisting of a preapproved cap, visor or hair net.

17 – 04 Cafeteria management will schedule mandatory in-service training on days the school district schedules staff development days. If the appropriate training can not be scheduled during teacher/staff development days a mutually agreed upon alternate date will be selected. A maximum of three days per year will be scheduled for training purposes.

17 – 05 The School Committee reserves the right to contract out any work but warrants that as a result no member of the union shall be laid off or discharged or shall suffer any loss of pay. However, it is recognized that the School Committee may reclassify an employee or transfer an employee or transfer an employee to another position within the School Department, in the event that work customarily performed by members of the union is eliminated.

In the event of such reclassification or transfer, changes shall be made on a seniority basis and in no case shall one employee receive a downgrade or any loss or pay.

17 – 06 In order to ensure the smooth and efficient operation of the department and to provide a positive work environment with equitable treatment for all employees the following disciplinary procedure will be followed:

Step 1 First infraction will result in a verbal counseling warning. At that time the deficiencies will be explained and a written thirty-day corrective action plan will be established. After successful completion of the 30-day corrective action plan any constraints established in the plan will be removed

Step 2 Second infraction will result in a written warning, documenting the infraction or deficiency with a 60-day corrective action plan. After successful completion of the 60-day corrective action plan any constraints established will be removed.

Step 3 Third infraction will result in a written warning documenting the infraction or deficiency with a 90-day corrective action plan. After successful completion of the 90-day corrective action plan any constraints established in the plan will be removed.

Step 4 Fourth infraction will result in a two-day suspension and a probationary period of one year. Any subsequent infraction will result in further disciplinary action up to and including termination.

Should any infraction be serious enough to warrant immediate action management reserved the right to begin the process at Step 4.

The annual employee performance evaluation is not to be associated in any way with the disciplinary procedure and will not affect the employee's grade, rate of pay or employment status.

Management will undertake all reasonable steps to ensure that the work environment is free from any form of bullying, harassment or intolerance: any participation in these acts will result in the full use of the disciplinary process.

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 Mankin

Mary Beth Abbott

Shirley Powers

June 6, 2018

Date

For the Danvers School Committee

[Signature]

[Signature]

[Signature]

[Signature]

Mary Beth [Signature]

Date

June 11, 2018

APPENDIX A

INSURANCE COVERAGE

The Cafeteria Staff, as employees of the Town of Danvers, are substantially and adequately covered for any claim of legal liability by the Hastings-Tapley Insurance Agency of 271 Cambridge Street, Cambridge, Massachusetts.

The details of the coverage are as follows:

| | |
|--|--|
| <p>Bodily Injury liability</p> <p>Property Damage Liability</p> <p>Subject to \$500 deductible per occurrence</p> | <p style="text-align: right;">\$300,000 each occurrence \$300,000 aggregate</p> <p style="text-align: right;">\$ 50,000 each occurrence \$100,000 aggregate</p> |
|--|--|

APPENDIX B

PEOPLE CONTRIBUTION FORM

| Contribution Form <small>AFSCME PEOPLE</small> Become a PEOPLE MVP for \$8.25/month (\$100 annually) | | | |
|--|--|---|-------------------------------|
| I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the Treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution or refusal to contribute, and that I may revoke this authorization at any time by giving written notice. | | | |
| Deduction Per Pay Period <input type="checkbox"/> \$5 <input type="checkbox"/> \$10 <input type="checkbox"/> \$15 <input type="checkbox"/> Other \$ _____ each pp Circle jacket size S M L XL 2XL Other _____ | PLEASE PRINT LEGIBLY. Last Name _____ First Name _____ NI _____ Street Address _____ Apt. No. _____ City _____ State _____ ZIP Code _____ SSN (last four digits) _____ Employee ID # _____ Occupation _____ Local Number _____ Employer _____ Cell Phone _____ Home Phone _____ | By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell if one on a periodic basis. Carrier message and data rates may apply to such texts. | Personal E-mail Address _____ |
| Signature _____ Date _____ | | | |
| In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes. | | | |