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AGREEMENT

BETWEEN

THE ANDOVER SCHOOL COMMITTEE

AND

SEIU LOCAL 888 - ANDOVER SCHOOL FOOD SERVICE

July 1, 2024 – June 30, 2027

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Preamble

Pursuant to the provisions of General Law, Chapter 150E, this Agreement is made and entered into on the 11th day of June 2024 by and between the School Committee of the Town of Andover (hereinafter referred to as the "Committee") and the Service Employees International Union, Local 888 (hereinafter referred to as the "Union").

ARTICLE 1
Recognition

1.1 For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any question arising there under, the Committee recognizes the SEIU Local 888 as the exclusive bargaining representative for all permanent employees in the positions of food service worker, lead utility worker, cook, and driver/porter and excluding all other positions.

1.2 Subject to the provisions of Section 1.4 below, the Committee shall deduct Union dues and assessments, as the same shall from time to time be certified in writing to the Committee by the Treasurer of the Union, from the wages of each member of the Union, provided, however, that no such deductions shall be made from such employees' wages except upon authorization by him/her on an appropriate form supplied by the Union and submitted to the Committee. All such amounts as have been deducted hereunder shall be transmitted to the Treasurer of the Union.

1.3 The Employer shall provide new employees, as part of their onboarding paperwork process, a membership enrollment and dues deduction form, as provided by the Union. Should any new employees have a question about the form, the Employer shall direct the new employee to the President of the Union. The Employer shall forward completed forms to the Union as soon as reasonably possible.

The Employer shall schedule and conduct one (1) new employee orientation per month, starting in September, for any new employee hired. The Employer shall provide thirty (30) minutes during this monthly new employee orientation, as scheduled by the Employer, for a representative, as designated by the Union, to orient new employees in regard to Union business.

1.4 The Committee shall deduct and remit Union dues, assessments and service fees on a bi-weekly basis.

1.5 No written deduction authorization, whether for Union dues or service fees, shall be revoked by any employee covered by this Agreement without first giving at least sixty (60) days' notice in writing to the Union Treasurer.

1.6 No employee who has completed his/her probationary period, as provided in Section 3.3, shall be removed, suspended, involuntarily transferred, fined, reduced in pay, assigned to less desirable duties, discharged or disciplined in any manner except for just cause.

ARTICLE 2
Rights of the Committee

2.1 It is recognized that, in addition to other functions and responsibilities, the Committee has and will retain the sole right of responsibility to direct the operations of the employees and in this connection to determine the type of work to be performed, the hours of work, and to select, hire, and demote employees, including the right

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to make and apply rules and regulations of discipline and efficiency, except where these responsibilities have been transferred to other authorities in the school department under the Education Reform Act of 1993.

2.2 The Committee will also have the right and responsibility to discharge or otherwise discipline any employee for just cause, to promote and transfer, and to lay off because of lack of work or other cause unless otherwise hereinafter provided.

ARTICLE 3
Rights of the Employee

3.1 Employees covered by this Agreement will have and will be protected by the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist employee associations, or to refrain from such activity; to hold office in and participate in the management of the Union; to act in the capacity of Union representative; and to engage in other lawful organizations and connected activities for the purpose of collective bargaining or other mutual aid or protection, except that no official of the Committee will participate in the management of the Union or act as its representative if such activity would be incompatible with his/her official duties.

3.2 An employee may not be discharged for unsatisfactory performance without first receiving notification. The first notification shall be a meeting between the employee and his/her supervisor followed by a written reprimand detailing the discussion between the employee and supervisor and which shall include a detailed explanation of the employee's unsatisfactory performance and the actions expected of the employee to improve his/her performance. Failure to improve performance within a reasonable amount of time shall result in a written warning, again detailing the employee's unsatisfactory performance. If improvement is not forthcoming within a reasonable amount of time after the issuance of the written warning, a suspension will be issued. If improvement is still not forthcoming within a reasonable amount of time after the issuance of a suspension, a further suspension may be issued, or the employee may be discharged.

3.3 Employees who have completed a 180 work-day probationary period will be allowed to grieve and arbitrate whether or not any discipline and/or discharge has been for just cause. Failure to take the actions required to improve performance, as specified in Section 3.2, will constitute just cause for discipline and/or discharge.

3.4 When the Committee determines the need to fill a vacancy in a bargaining unit position, it will be posted on the APS website for at least seven (7) days before a permanent assignment is made.

ARTICLE 4
Uniforms

4.1 By October 1st of the current school year, employees will receive reimbursement up to $300.00 for uniform items purchased by employees in order to meet uniform requirements as determined by the Director of Food Services (hereinafter Director). The uniform reimbursement for new hires during the school year will be prorated. Receipts are required for payment up to $300.00 of approved uniforms, upon completion of ninety (90) calendar days of employment. All employees will receive two aprons and 5 shirts at no cost at the start of the school year. All staff are required to wear nonskid shoes with backs, a visor or hair net, and ankle length black pants.

Management reserves the right to purchase the uniforms and supply them to the employees. If uniforms are provided, then no allowance will be given.

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ARTICLE 5
Work Week

5.1 The Food Service Director will adjust the work hours to meet the needs of various schools.

5.2 A full-time employee will be defined as an employee who is scheduled to work 35 or more hours per week on a regular basis.

5.3 The work year shall consist of all scheduled school days for students, including half days, plus one additional day prior to the start of the school year for students. Additional days may be added at the discretion of the Director. Notice for additional days for the next school year will be provided two weeks before the end of the current school year. Notwithstanding the foregoing, unit members are paid only for hours actually worked.

5.4 All unit employees who work at least five hours in a workday will receive a 10-minute paid break onsite. All unit employees who work at least six hours in a workday will receive a 30-minute unpaid meal break, to be taken at the time directed by the Director or designee. If approved by the Director or designee, meal breaks may be broken up into two 15-minute intervals. Breaks may not be used to shorten an employee's workday and breaks cannot be taken during the first half hour or the last half hour of an employee's shift. If for any reason, employees are unable to take a 30-minute meal break during their shift, the Director will reevaluate the staffing needs at that school using the USDA Meals per Labor Hour (MPLH) resource as a guide for determining staffing needs and, if necessary, will adjust staffing accordingly. Employees, at their option, may choose not to take their 30-minute meal break on any workday. Employees who take any meal break must punch out at the beginning of the break and punch in at the end of the break.

5.5 Food service workers shall work on half days during the school year and shall be paid at their regular hourly rate for the hours actually worked on those days. Management will have the right to schedule group training, on-site cleaning, or to re-assign workers to other locations, during those half days, to maximize the hours worked. In addition, in the case of an unforeseen delayed opening or early dismissal, food service workers will be paid at their hourly rate, based on the actual hours worked that day. In cases when an employee shows up to work and then school closes due to unforeseen circumstances such as weather, the employee will be compensated for the actual hours worked or a minimum of three hours, whichever is longer.

5.6 All staff members must meet their required hours for professional development (PD) as set forth by the USDA Food and Nutrition Services Department. PD requirements are as follows:

- Employees who work 20 hours or more per week – 6 hours required per school year
- Employees who work less than 20 hours per week – 4 hours required per school year

The department will offer at least 6 hours of training in district for employees to meet their requirements. If for any reason the employee is unable to attend any or all of the training offered in district, the employee is responsible for completing their required PD hours on their own. Employees must complete all required training by the end of each school year.

5.7 When staff members attend trainings, the following payroll rules will be followed:

If it is a mandatory training established by the director, nutrition coordinator or supervisors, employees will be paid for the actual time spent at the training.

Example: Supervisor calls mandatory training meeting for staff at one school after work for a ½ hour; employees will be paid for an extra ½ hour that day.

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Example: Director calls mandatory 8-hour training on a professional development day, staff will be paid for 8 hours, less their 30-minute meal break.

If it is a voluntary training offered during a regularly scheduled work day, staff will be paid for their regular daily work hours for that day, not the hours spent at the training, unless the hours spent at the training are less that their scheduled work day. In this case, they will only be paid for their time at the training.

Example: A 5-hour employee attends an 8-hour John Stalker Workshop at Framingham State during a typical work day (with approval from director); staff will be paid for their regular 5 hours.

If the voluntary training takes place before/after work, or on an unscheduled workday, staff will not be paid for attending the training, but the department will pay the invoice for attending the class.

Example: Employee attends an SNA chapter meeting after work. Staff will not be paid, but the $6 fee for attending will be paid by the department.

Exceptions:

If voluntary trainings are offered on half days, payroll will be conducted as follows: Up to 4 hours of training: staff is paid for the time they actually attended the training. For 4 or more hours of training: staff is paid their regular work hours.

ARTICLE 6
Holidays

6.1 Unit members covered under the terms of this Agreement are entitled to pay for the holidays listed below provided (a) the holiday is observed by the Andover Public Schools during a regular school week, and (b) the holiday falls on a day when the employee otherwise would be scheduled to work.

Labor Day	Day after Thanksgiving	Patriots' Day
Columbus Day	Christmas Day*	Memorial Day
Veterans Day	Martin Luther King Jr. Day	Juneteenth
Thanksgiving Day	Presidents' Day	

* Unit members will be paid for the holiday whether Christmas Day falls on a week day or a weekend day.

6.2 Holiday pay for each food service employee will be consistent with the number of work hours normally assigned the employee during a regularly scheduled school day.

6.3 An employee is entitled to holiday pay only if she/he works or has taken an authorized paid leave of absence the scheduled work day before and the scheduled work day after the holiday. Personal days cannot be taken to extend a long weekend, vacation or holiday.

6.4 If an employee is working in a higher paying job, he/she must work a minimum of two (2) weeks in the job to receive the higher rate of holiday pay or additional hours worked.

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ARTICLE 7
Vacations

7.1 Employees hired prior to July 1, 2014 with one (1) or more years of current and continuous paid service with the Andover Food Service Department will be entitled to an annual paid vacation of eight (8) days, to be paid for at the close of the school year. Full-time employees (35 hr.) with ten (10) or more years of current and continuous paid service with the Andover School System will be entitled to an additional five (5) vacation days to be paid for at the close of the school year. The hours of pay received for each vacation day allowed will be based on one-fifth (1/5) the average number of hours worked per work week during the regular school year. Vacation days are not days to be taken but are additional paid days beyond the work year.

7.2 Employees hired on or after July 1, 2014 with one (1) or more years of current and continuous paid service with the food service department and working a minimum of 25 hours per week will be entitled to an annual paid vacation of six (6) days, to be paid at the close of the school year.

7.3 In lieu of having vacation days paid at the close of the school year, employees may elect to have vacation days paid during school vacation weeks. If at the time of an employee's termination, an employee has utilized more vacation time than the District calculated that he/she has accrued during the fiscal year, the District will deduct that amount from the employee's final paycheck.

ARTICLE 8
Sick Leave

8.1 All employees hired prior to July 1, 2017 will be allowed ten days of paid sick leave per work year. All employees hired on or after July 1, 2017 will be allowed eight days of paid sick leave per work year. All employees may accumulate a maximum of 100 days of paid sick leave. Up to five (5) days per year of accumulated sick leave may be used to attend routine medical appointments for or to care for a sick spouse/domestic partner, child, or parent, or parent of a spouse, or travel to and from a covered routine appointment, pharmacy, or other location related to the purpose for which the time was taken.

a. Employees absent due to illness or injury for three (3) consecutive workdays, or on the day before or after a holiday or other scheduled day off, or where the Superintendent of Schools or his/her designee has cause to believe that sick leave has been abused, may be required to submit proof of illness or injury. The Superintendent of Schools or his/her designee may require the employee to be examined by a physician selected by the Superintendent of Schools or his/her designee and paid for by the School Committee. An employee whose absences show a pattern of abuse shall be subject to discipline and discharge as outlined in Article 3.2.

b. Sick leave for medical appointments may be used in half (½) day increments.

c. New hires will accrue sick time as specified in Section 8.1, above, but will not be eligible to access the time for the first 90 working days of employment.

d. All sick absence requests must be entered in the Andover AESOP system by the employee. Leads must arrange coverage for his/her absence and employees shall contact their supervisor by 6:00 am when calling out sick.

e. The parties acknowledge the regularly scheduled hours of employees in the unit may change. In the event of a change to an employee's regularly scheduled hours that the parties do not expect will be temporary, Human Resources will calculate the employee's sick time balance as an hours equivalent, using the employee's regularly scheduled hours before the change. The hours will then be converted into a days equivalent, using the

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employee's regularly scheduled hours after the change. The new sick time balance will become effective on the first day of the new schedule. By way of illustration only:

• An employee is regularly scheduled to work 35 hours per week and has a balance of 14 sick days. The employee's schedule changes to 20 hours per week. As an hours equivalent, the employee's sick time balance at the time of the schedule change is 98 hours, which converts to 24.5 sick days on a schedule of 20 hours per week.

• An employee is regularly scheduled to work 20 hours per week and has a balance of 28 sick days. The employee's schedule changes to 35 hours per week. As an hours equivalent, the employee's sick time balance at the time of the schedule change is 112 hours, which converts to 16 sick days on a schedule of 35 hours per week.

8.2 **Sick Leave Bank**

A Sick Leave Bank Board, consisting of the Union Vice-president, one (1) other member chosen by Local 888, and three (3) representatives chosen by the Superintendent or his/her designee, will oversee the operation of a Sick Leave Bank operating under the following conditions:

a. Assistance is aimed at those individuals who have long-term terminal, mental, or accidental illness and are on an approved leave of absence. However, said Food Service Worker shall not be eligible to apply to the Sick Leave Board until he/she has exhausted all accumulated sick, personal and vacation leave.

b. Only those enrolled members who have completed two consecutive full years of service, may petition the bank. New employees shall contribute to the Sick Bank effective their date of hire. Initial contributions by the new employee shall be one (1) day and his/her annual sick leave allocation shall be reduced from eight (8) days to seven (7) days for the first year.

(a) If a new Food Service Worker was formerly an employee of the Town of Andover, he/she will be eligible to petition the bank if they have two (2) or more years of continuous service and have made their initial contribution to the bank.

(b) Individual petitions will be presented to the Sick Bank Board by interested parties.

(c) The maximum number of bank days granted to an individual will not exceed fifteen (15) days after which a *new petition* must be presented and updated.

(d) <u>Sick Bank Limits</u>

- The maximum number of sick days to be held in the bank shall not exceed 100 days.
- The minimum number of sick days to be held in the bank shall not be less than 50 days.
- The maximum number of days that may be granted for a particular injury or illness is 30 days.
- The maximum number of days that may be granted to a Food Service Worker in his/her lifetime of service due to a long-term illness or injury shall net exceed 60 days.

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(e) When the Sick Bank falls below fifty (50) days accumulation, each Worker will then credit one (1) more day to be deducted from his/her yearly sick day credit.

(f) A petitioner or his/her representative must present pertinent medical proof and data of the illness. A response to any petitioner will be forwarded within one (1) month of the date of the request.

(g) All decisions of the Sick Leave Bank Board will be by a simple majority vote.

(h) All petitions are to be held in the strictest of confidence and will remain within the confines of the Board. All Board decisions are final, subject to one (1) appeal by the petitioner.

(i) Suspected cases of sick leave abuse shall be submitted by the Superintendent of Schools or his designee to the Sick Leave Bank Board. The Board, after a thorough analysis of the facts, may require the individual to submit to a medical examination or proof of illness from medical experts. The Board will have the right to censure any individual who has abused the sick leave bank and report to the Superintendent for subsequent action.

(j) Participation in the Sick Bank is voluntary for all union members.

(k) The Practices and Procedures of the Sick Leave Bank Board are found in Appendix B.

c. A unit member may donate up to a maximum of 30 days to the sick bank upon retirement. The number of sick days donated will be determined such that the donation does not put the sick bank over the 100 days maximum.

8.3 The District shall pay a biannual stipend in the amount of one hundred dollars ($100.00) for employees working 25 hours per week or more (September – December) (January – June) with perfect attendance. The district shall pay $75.00 to employees working less than 25 hours per week a biannual stipend (September-December) (January–June) for perfect attendance.

ARTICLE 9
Leaves of Absence

9.1 **Personal Leave**

a. Each full-time and part-time employee will be granted three (3) days of paid leave per year, noncumulative, for the purpose of transacting or attending to imperative legal business or household or family matters impossible to transact during non-school hours. Personal leave will not be charged against sick time. All requested absences must be entered in the Andover AESOP system for approval or denial by the Director.

b. Personal leave may not be taken in less than half (1/2) day amounts.

c. Written notice of intention to take this leave will be filed with the employee's immediate supervisor or the Director at least one (1) week in advance with the reason for requesting such leave. Exceptions to the application of the provision may be made where the one (1) week advance notice would be either a hardship or impossibility.

d. No more than one (1) employee per location or four (4) employees per food service department shall be granted personal leave per day. Personal time in this situation will be granted on a first come first serve basis.

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e. If there is no lunch service or professional training for employees, the employee has the option of using a personal leave or an unpaid day.

f. Any personal leave not used by the end of the school year shall be paid at the employee's hourly rate of pay for the work year.

g. New hires as of July 1, 2014 will receive their first and second personal leave days after completing ninety (90) working days of continuous service and their third personal leave day after completing one hundred and twenty (120) working days of continuous service.

9.2 **Bereavement Leave**

In the event of a death in the immediate family of an employee, he/she will be granted leave with pay on the day of the funeral if it is a workday, two (2) additional workdays falling between the day of death and the day of the funeral, and the one (1) day immediately following the funeral if it is a workday, and one (1) day following the death to be used within the school year for which the death occurred at the bargaining unit employee's discretion (the Superintendent or their designee may authorize the use of this day, on a case by case basis, outside of the school year, but not to exceed one calendar year from the date of the death. "Immediate family" of an employee is defined as spouse, children (including pregnancy loss), parent, sibling, or any member of the employee's household (immediate family shall include "step" relationships listed herein).

In the event of the death of parent-in-laws, grandparents, aunts, uncles, nieces, or nephews the employee will be granted leave with pay on the day of the funeral if it is a workday and one (1) additional workday falling between the day of death and the day of the funeral and one (1) day following the death to be used within the school year for which the death occurred at the bargaining unit employee's discretion (the Superintendent or their designee may authorize the use of this day, on a case by case basis, outside of the school year, but not to exceed one calendar year from the date of the death).

In the event of the death of a non-traditional family member, the bargaining unit employee will be granted leave with pay on the day of the funeral if the employee attends the funeral.

9.3 **Family and Medical Leave**

All leaves taken under this Article 9.3 must follow and comply with the Andover Public Schools' Family & Medical Leave policy.

a. Parental Leave

1. All bargaining unit employees who are regularly scheduled to work more than twenty (20) hours per week, and who have completed three (3) consecutive months of service in the Andover Public Schools shall be entitled to twelve (12) weeks of parental leave for:

i. the purpose of giving birth and/or bonding with a newborn child; or

ii. the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child.

Any two employees of the District shall each be entitled to the parental leave provided for in this Article for the birth or adoption of the same child. However, both employees shall not be on leave at the same time.

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The employee shall give at least four weeks' notice to the Human Resources Director of the anticipated date of departure and the employee's intention to return to work or the employee shall provide notice as soon as is practicable if the delay is for reasons beyond the employee's control. Employees are urged to give earlier notification thus providing the Administration with additional time to secure a replacement and ensure continuity of operations.

2. Parental Leave Compensation:

A. The Employer shall pay one hundred percent (100%) of base wages on the first eight (8) weeks of the parental leave of absence; and

B. During the following four (4) weeks of a parental leave, bargaining unit employees may use accumulated sick leave to receive pay.

3. The pregnant employee may continue in their assigned position as long as their physical condition and ability to perform their assigned duties allow. The Human Resources Director may require medical evidence of the employee's ability to continue to work in the same manner that it may require when questioning the health of an employee in a non-maternity-related situation.

4. Such days must be consecutive work days during the 12-week parental leave period and must start within one year of the date of birth/adoption of the child.

5. Upon completion of parental leave, the employee shall be restored to the position the employee held when the parental leave commenced or a substantially equivalent position.

6. The twelve-week parental leave of absence shall be completed within one year of either the birth or placement of a child.

b. FMLA Leave (Medical/Family). In accordance with the FMLA, employees who have been employed for one complete year (12 months) and have worked a minimum of 1,250 hours over the past year, shall be entitled to a leave of absence without pay for up to 12 weeks when the employee:

- has a serious health condition that renders them unable to perform their job functions; or

- is needed to care for a parent or other individual who stood in loco parentis to the employee when they were a child, sibling, son or daughter, * or spouse/domestic partner who has a serious health condition.

c. FMLA leave runs concurrently with leave taken in conjunction with an employee’s use of their accumulated sick leave and/or the Sick Leave Bank. FMLA leave also runs concurrently with Parental Leave taken pursuant to Article 9.3(a) of this Agreement. All medical leave and Parental Leave will be included in the computation of the 12-week FMLA leave period.

d. Information regarding leave under the FMLA or any other type of leave is available in the Human Resources Department.

*Son or daughter means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of person standing in loco parentis; who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time the FMLA leave is to commence.

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e. Any employee whose serious health condition extends beyond 12 weeks may request an extended medical leave of absence. Such requests should be made to the Human Resources Department and will be granted at the discretion of the Superintendent or designee. The employee may be required to submit medical documentation in support of the request for extended leave.

f. Upon completion of FMLA leave (including Parental Leave), the employee shall be restored to the position they held when the leave commenced or a substantially equivalent position.

g. Time spent on approved FMLA leave or Parental Leave does not constitute interruption of continuous service.

h. Vacation and sick leave benefits will not be earned during any leaves of absence without pay.

i. Abuse of leave under this Article will be subject to disciplinary action.

9.4 **Miscellaneous**

a. Any food service worker filling in for lead for a full shift will be paid at lead's rate for the time worked. Any food service worker filling in for a lead for a partial day will be paid lead rate at the discretion of the Director of Food Services or Supervisor of Operations based on the hours worked as lead and the responsibilities acquired.

b. When a kitchen and kitchen equipment such as the stove, mixer, warming stations, or other industrial cooking equipment is used, a food service worker will be present. This does not preclude the school principal, staff, and parents from holding meetings in the school cafeteria and/or using coffee pots and/or serving prepackaged prepared food such as baked goods at such meetings.

9.5 **Jury Duty**

Unit members who are called to serve on a jury will be paid for the first three days of jury service at their regular hourly rate based on the hours they would have worked on those days. The employee must present appropriate certification of jury attendance to the Director or designee.

ARTICLE 10
Insurance

10.1 The Town of Andover will pay premiums in accordance with the following tables for bargaining unit members who work more than twenty (20) hours per week on a regular basis and the employee shall pay the balance of such premiums. It is understood that the employee's portion of the premium payment will be deducted on a bi-weekly basis and in equal amounts.

For employees who commenced employment in the bargaining unit before July 1, 2017:

Plan	Town Contribution	Employee Contribution
HMO Individual	81%	19%
HMO Family	77%	23%
PPO	65%	35%

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For employees who commenced employment in the bargaining unit on or after July 1, 2017:

Plan	Town Contribution	Employee Contribution
HMO	70%	30%
PPO	65%	35%

ARTICLE 11
Retirement and Resignation

11.1 The Retirement Board will provide the same retirement benefits as allowed other Town employees. Employees covered under the terms of this Agreement must give thirty (30) days written notice of intention to resign. Such notice will be addressed to the Food Service Director.

ARTICLE 12
Seniority

12.1 Seniority will be considered as the length of an employee's continuous service in the Food Service Department. Continuous service means the most recent period of unbroken service. If two (2) or more employees are hired on the same day, their seniority will be established by the alphabetical order of their last names.

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

12.3 In the event of a reduction in work necessitating a reduction in the work force in this bargaining unit, if the qualifications of two (2) or more employees so affected are relatively equal, the less senior employee will be moved first. Qualified will mean possessing the requisite skills and experience to perform a specific job assignment.

12.4 All personnel will notify the Food Service Director in writing each September if interested in advancement. Seniority rights will prevail only when the Director feels the senior employee to be fully qualified for the transfer or promotion.

ARTICLE 13
Grievance Procedure

13.1 **Definitions**

a. A "grievance" is a claim based upon an event or condition which involves the interpretation, meaning, or application of any of the provisions of this contract. The term "grievance" will not apply to any matter as to which the Committee is without authority to act.

b. An "aggrieved" person is the person or persons making the claim.

c. A "party in interest" may be any one of the following: the person making the claim, any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

13.2 **Purpose**

a. 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

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employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

b. 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 intervention of the Union, provided the adjustment is not inconsistent with the terms of this contract, and that the Union has been given the opportunity to be present at such adjustment and to state its views.

13.3 Any grievance or dispute which may arise between the parties concerning an alleged contract violation or the application, meaning, or interpretation of the express provisions of this Agreement will be settled in the following manner:

Step 1: The Union Steward, with or without the aggrieved employee, will submit the grievance in writing to the Food Service Director and also to the Assistant Superintendent for Finance and Administration within five (5) calendar days after the employee knew or should have known of the occurrence or failure of occurrence of the incident upon which the grievance is based. The Food Service Director and the Assistant Superintendent for Finance and Administration will have joint responsibility at Step 1. The grievance will be stated on a form adopted by the parties and will cite the contract provisions allegedly violated, and the relief sought.

Step 2: If the grievance has not been resolved by the Food Service Director and the Assistant Superintendent for Finance and Administration within five (5) calendar days after its submission, it shall be submitted to the Superintendent within five (5) calendar days after the Step 1 response is due.

Step 3: If the grievance has not been resolved by the Superintendent within ten (10) calendar days after that submission, it may be submitted to the Committee within ten (10) calendar days after the Superintendent's response is due. If a grievance is not resolved by the Superintendent at Step 3 and involves the discipline of an employee who has completed his/her probationary period, the grievance may be submitted by the Union to arbitration within fifteen (15) calendar days following the Step 3 answer or the date on which the Step 3 answer is due, whichever occurs first.

Step 4: If the grievance is not resolved by the Committee within fifteen (15) calendar days after its submission to them, the Union, and only the Union, may submit the grievance to arbitration within fifteen (15) calendar days following the Committee's answer or date on which said answer is due, whichever first occurs.

13.4 **Time Limits**

If at the end of the five (5) calendar days next following the occurrence of any grievance or the date when any employee affected by the grievance should have knowledge of its occurrence, whichever is later, the grievance will not have been presented at Step 1 of the procedure set forth herein, the grievance will be deemed to have been waived. Furthermore, any grievance in process under such procedure will also be deemed to have been waived if the action required to process the said grievance to the next Step in the procedure by the Union will not have been taken within the time specified above. Any time limits herein set forth may be waived and/or extended by mutual agreement of the parties.

13.5 **Rights of Employees to Representation**

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

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b. Any party in interest may be represented at all stages of the grievance procedure by a person of his or her own choosing within the Union. When an employee is not represented by the Union, the Union will have the right to be present and to state its views at all stages of the grievance procedure.

13.6 The arbitration will be conducted by the Massachusetts Department of Labor Relations under its existing rules of procedure. The decision of the arbitrator will be final and binding upon the parties, except that the arbitrator shall make no decision which alters, amends, adds to, or subtracts from this Agreement, or which modifies or abridges the management rights and prerogatives of the Committee. Costs of the arbitration proceedings, except for transcripts requested by a party, will be shared equally by the Committee and the Union.

13.7 Notwithstanding any contrary provisions of the Agreement, any matter concerning the discipline or discharge of an employee who has not completed the probationary period under Section 3.3 will not be subject to arbitration.

ARTICLE 14
Resolution of Differences

The Union and the Committee agree that differences between the parties will be settled by peaceful means as provided within this Agreement. The Union, in consideration of the value of this Agreement and its terms and conditions and the legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage or other concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

ARTICLE 15
Salary and Longevity

15.1 **Salary**

	2023-2024	**2024-2025**	**2025-2026**	**2026-2027**
		$1.00 per hour market adjustment, 5%	$1.00 per hour market adjustment, 5%	5%
Utility Worker				
step 1	17.61	19.54	21.56	22.64
step 2	17.92	19.87	21.91	23.01
step 3	18.26	20.22	22.29	23.40
step 4	18.60	20.58	22.66	23.79
Cook*				
step 1		21.04	23.14	24.29
step 2		21.37	23.49	24.66
step 3		21.72	23.86	25.05
step 4		22.08	24.23	25.44

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Lead Worker				
step 1	22.03	24.18	26.44	27.76
step 2	22.42	24.59	26.87	28.21
step 3	22.84	25.03	27.33	28.70
step 4	23.26	25.47	27.79	29.18
Lead HPE/WHMS				
step 1	24.11	26.36	28.73	30.17
step 2	24.55	26.83	29.22	30.68
step 3	25.00	27.30	29.72	31.20
step 4	25.46	27.79	30.22	31.74
Driver Porter				
step 1	25.41	27.73	30.17	31.68
step 2	25.87	28.22	30.68	32.21
step 3	26.35	28.72	31.21	32.77
step 4	26.85	29.24	31.75	33.34
* Cook position is required in all schools serving over 400 lunch meals and may be added at additional schools at the discretion of administration.				

The District may place new employees to the District at Step 1, Step 2 or Step 3 at the discretion of the administration based on experience.

Cook position is required in all schools serving over 400 lunch meals and may be added at additional schools at the discretion of administration.

Banquet Rate: FY25 $32.50, FY26 $33.00, FY27 $33.50 per hour with a 3-hour minimum for any Catering Event that begins more than one hour after the end of the unit member's scheduled hours that day. The 3-hour minimum does not apply if the Catering Event begins within one hour after the end of the unit member's scheduled hours on the day of the event. "Catering Event" means any event for which the Andover Food Services department is hired to provide food and/or staff and which takes place outside of regular school hours or a regular school day.

If a unit member's work at a Catering Event places them over 40 hours worked in a week, the hours worked during the Catering Event will be paid at the applicable overtime rate.

15.2 **Longevity Program**

The following longevity program will be provided to eligible bargaining unit members:

After the completion of 5 years of continuous service	2.0% of base pay
After the completion of 10 years of continuous service	2.5% of base pay
After the completion of 15 years of continuous service	3.0% of base pay
After the completion of 20 years of continuous service	3.5% of base pay
After the completion of 25 years of continuous service	4.0% of base pay

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Payment will be made at the end of each year. To receive this benefit the employee must be employed in June. If an employee is retiring, longevity will be prorated.

15.3 **Mileage**

If a unit member is required to drive their own vehicle in order to perform their job duties, upon submission of appropriate expense documentation in accordance with District expense reimbursement procedures, the unit member will be reimbursed for mileage at the IRS rate per mile then in effect.

ARTICLE 16
Vacancies, Transfers and Promotions

16.1 A vacancy shall be defined as a newly created position or a present position that is not filled. The Human Resource department shall notify the Union President of all vacancies occurring during the school year and the summer by electronic mail.

16.2 All vacancies shall be posted by a union representative in a conspicuous place in each kitchen work area of the School District, as well as online, for a period of seven (7) calendar or five (5) work days. Said posting shall contain the following:

1. Position
2. Location
3. Starting date
4. Rate of pay (range)
5. Hours to be worked (range)
6. Classification
7. Minimum requirements
8. Posting closing date

Interested parties may apply in writing to the Director, or designee, within seven (7) calendar or five (5) workdays prior to the expiration of the posting date.

16.3 All applicants from within and outside the District will be considered. The criteria for selection will include an assessment of the applicant's ability to meet the requirements of the job description for the position, and a review of qualifications, experience and performance. If the selection is made from within the District and all factors are equal in the judgment of the Director or designee, seniority will be the determining factor for selection, subject to final approval of the building principal.

16.4 Within fifteen (15) workdays after expiration of the posting period, or such longer period as the Employer deems necessary, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be notified, in writing, with a copy of the notifications provided to the Union.

16.5 In the event of promotion in classification, the Employee shall be given a trial of twenty-five (25) workdays in which to show his/her ability to perform in the new position. The Employer shall give the promoted Employee reasonable assistance to enable him/her to perform to the Employer's standards for the new position. The Employer may extend the length of the trial period. If the Employee is unable to demonstrate ability to perform the required work during the trial period, or at the option of the affected Employee, the Employee shall be reassigned, by the Employer, to another position.

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16.6 Transfer decisions of the Employer are not subject to Article 13, *Grievance Procedure*.

ARTICLE 17
Stability of Agreement

17.1 No amendments, alterations, or variation of the terms or provisions of this Agreement will bind the parties hereto unless made and executed in writing by the parties.

17.2 The failure of the Committee or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement will not be considered as a waiver or relinquishment of the right of the Committee or the Union to future performance of any such term or provision, and the obligation of the Union and the Committee to such future performance shall continue in full force and effect.

ARTICLE 18
Saving Clause

18.1 If any provision of the Agreement is or shall at any time be contrary to law, then such provision will not be applicable or performed or enforced, except to the extent permitted by law and substitute action will be subject to appropriate consultation and negotiation with the Union.

18.2 In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of the Agreement will continue in effect.

ARTICLE 19
Reopening and Duration

19.1 The School Committee will notify the Union within ten days after a vote of the Committee of its intent to conduct a feasibility study of subcontracting cafeteria services. The School Committee agrees to fulfill its bargaining obligations thereafter.

19.2 This Agreement shall be for the period covering July 1, 2024 through June 30, 2027. Should a successor Agreement not be executed by June 30, 2027, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached, excepting the provisions related to the incentive compensation and privatization. Should either party desire to negotiate a new agreement for succeeding year(s), such party will give written notice to the other party no later than October 15, 2026.

19.3 This Agreement represents the entire Agreement of the parties and may not be reopened except as provided herein during its term. The parties agree that all benefits and conditions of employment applicable to the bargaining unit are expressed in this Agreement.

ARTICLE 20
Banquet Work

20.1 Employees who are normally scheduled to work in the facility where the banquet, function or event is being held shall have the right of first refusal to work said banquet, function, or event.

20.2 For significant additional workload resulting from catering, additional assistance will be provided.

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20.3 **Banquet Rotation**

Once all employees in the facility where banquet, function or event is being held have refused the work and additional staff is needed, employees on the rotational seniority list shall be offered the work. Banquet support staff hiring will follow seniority list. Support staff will be defined as cleaning, serving, and ringing. Additionally, the director/designee will put forth best effort to set three hour shifts as possible.

Exceptions:

- Written staff request by customer.
- Skill set reflects specific culinary training to serve event needs, recipe building and familiarity with students.
- Substitute non-union workers may be appointed by the Director if sufficient union employees are not available.

ARTICLE 21
Direct Deposit Payments

In the interest of convenience for the employee and increased efficiency of payroll processing, all food service workers will be paid, on a bi-weekly basis, through direct deposit. The first paycheck each school year shall coincide with the regular bi-weekly pay schedule for the Andover Public Schools. For payroll purposes, a work week will be defined as starting on Monday and ending the following Sunday. Benefits will be deducted on a bi-weekly basis in even increments.

ARTICLE 22
Performance Evaluations

All food service personnel will receive an annual performance appraisal, which will be completed before the vacation week in April. The form and procedures for performance evaluation are outlined in Appendix A.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 27th day of September, 2024.

S.E.I.U. LOCAL 888 – Andover Food Services:

Signed by: Heather Crowley C6C5F8A6EEBC455...
By: Heather Crowley

Signed by: Alana Soucy 6751EDZ0DD0B4EE...
By: Alana Soucy

Signed by: LeeAnn Ryan 9A0F234A7EE84F1...
By: LeeAnn Ryan

ANDOVER SCHOOL COMMITTEE:

Signed by: Lauren Conoscenti 81D170DE1F7C481...
By: Lauren Conoscenti, Chair

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APPENDIX A

Food Service Worker Performance Evaluation Form

Name of Employee:			**Position:**			
Date of Evaluation:			**Supervisor:**			
#	**General Knowledge Base**	**Outstanding**	**Good**	**Acceptable**	**Needs Improvement**	**Comments**
1.1	Principles and methods of quantity food service preparation, serving and storage.					
1.2	Sanitation and safety practices related to handling, cooking, baking and serving					
1.3	Methods of preparing and serving food in large quantities.					
1.4	Methods of adjusting and extending recipes and proper substitutions.					
1.5	Standard kitchen equipment, materials and supplies.					
1.6	Health and safety					
1.7	Basic record-keeping techniques.					
1.8	Basic math and cashiering skills.					
#	**Essential Job Functions**	**Outstanding**	**Good**	**Acceptable**	**Needs Improvement**	**Comments**
2.1	Prepare, cook, bake and serve a variety of foods in quantity at an assigned food.					

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2.2	Prepare and serve food in accordance with health and sanitation regulations.					
2.3	Operate and maintain standard machines and equipment found in school.					
2.4	Prepare attractive, appetizing and nutritious meals for students and staff.					
2.5	Lift, bend, reach and stand.					
2.6	Follow, adjust and extend recipes.					
2.7	Understand and follow oral and written directions.					
2.8	Communicate effectively both orally and in writing.					
2.9	Maintain routine records.					
2.10	Meet schedules and time lines.					
2.11	Establish and maintain cooperative and effective working relationships.					
2.12	Plan and organize work.					
2.13	Observe health and safety regulations.					
2.14	Train and provide work direction to others.					
2.15	Make change accurately.					
2.16	Maintains personal hygiene. Wears and changes gloves, wears hairnet, washes hands, keeps clean appearance.					
2.17	Attends planned trainings and complies with regulations for professional development.					

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2.18	Has regular and consistent daily attendance. Punches in and out daily. Shows up on time for shift and stays until completion of the day.					
#	**Performance Responsibilities**	**Outstanding**	**Good**	**Acceptable**	**Needs Improvement**	**Comments**
3.1	Prepares and bakes rolls, biscuits, breads, cakes, cookies and other baked goods.					
3.2	Prepares and cooks meat dishes, vegetables and other main dishes; prepares salads, sandwiches, fruit, soup, sauces and other foods.					
3.3	Maintains the highest standards of safety and cleanliness in the kitchen; cleans equipment utensils and appliances as needed.					
3.4	Prepares food according to a planned menu and tested, uniform recipes, and determines if the finished product is of best quality both in flavor and appearance before it is served.					
3.5	Demonstrates an understanding of serving sizes to meet the USDA requirements with regard to the ages of the School Meal Pattern.					
3.6	Assists in maintaining the perpetual inventories.					
3.7	Assumes responsibility for proper storage and disposal of unused foods.					

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3.8	Assists in the daily clean-up of the kitchen and service areas.					
3.9	Performs related duties at special meal functions, such as banquets, when needed.					
3.10	Participates in planned training programs.					
3.11	Demonstrates a positive attitude toward good nutrition.					
3.12	Demonstrates loyalty and dedication to the purposes and goals of the school system.					
3.13	Assumes and carries out such other tasks as may be assigned by the lead, supervisor, and/or school food service director.					

All things considered, how do you rate this employee in relation to job performance and value to the school system?
Major area(s) requiring performance improvement:
Action plan for improvement:
Completion Date:

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Supervisor Comments:	
Employee Comments:	
DATE:	
Employee's Signature:	**Date:**
Lead or Supervisor's Signature:	**Date:**
Director's Signature:	**Date:**

Note: The employee's signature does not signify agreement with this evaluation, but only that it has been reviewed and discussed with the employee. The employee may make any comments desired in the employee comments section. Additional sheets, if necessary, may be attached and made an official part of the review. All comments must be attached to the review prior to the document being passed to the next level of management for review.

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APPENDIX B

PRACTICES AND PROCEDURES OF THE SICK LEAVE BANK BOARD OF SEIU EMPLOYEES LOCAL 888

1. Meetings will be convened only when a request for days has been formally made.

2. A formal request constitutes a statement from the Food Service Worker, in writing, expressing the desire to access days from the Sick Leave Bank and supporting medical documentation that clearly indicates the nature and extent of the Food Service Worker's illness/injury and a prognosis which includes an estimated time the custodian will be incapacitated.

3. A formal request may be sent to the Chairperson of the Board representing the Union Board. Within one (1) month of receipt of the request, a meeting of the Board must be called (as specified in 8.2 (i), provided medical documentation is available to the Board members for review prior to the meeting.

4. A member of the Board representing the Union will have the primary responsibility for scheduling Board meetings and appeals and distributing written documentation to each Board member.

5. Minutes of the meeting will be taken by a Board member (non-chair). Said member will be selected by Board Members to record the minutes.

6. Motions regarding requests will be made in the affirmative and as specified in 8.2 (j); all decisions by the Board will be by simple majority vote.

7. The Chairperson of the Board will be responsible for signing and mailing the letter, return receipt requested, to the Food Service Worker informing him/her of the Board's decision (see attached draft of a "denial" letter). A copy of the letter with the actual return receipt attached will be forwarded to the Human Resources Office.

8. The Chairperson of the Board will also be responsible for informing the petitioner if additional medical documentation is required or desired by the Board.

9. All Board decisions are final, subject to one (1) appeal. Any Food Service Worker who appeals must be present for the appeal unless there is medical documentation indicating that the petitioner's physical presence is impossible. Since there is no other avenue open to a Food Service Worker but his/her original request and one appeal, it is imperative that the Worker supply the Board with as much pertinent medical information as possible to assist the Board in making its decision.

10. The Board shall take into consideration the Worker's past history regarding the use of sick leave. In particular, the Board shall look closely at the number of accumulated sick days the Worker had at the time of his/her illness or injury and except where there are extenuating circumstances, the Board will act most favorably in situations where the worker had at least 20% of all the sick days he/she could have accumulated since his/her date of hire available at the time the debilitating injury occurred or illness was diagnosed. Specifically, if at the time the illness was diagnosed or the injury occurred the Food Service Worker could have accumulated 90 sick days (if he/she had never used a sick day since his/her effective date of hire), for the Board to act most favorably the Worker should have had at least 18 days (20% of 90 day) of accumulated sick leave.

11. Any Board member may ask that a request be tabled if he/she feels the documentation is insufficient.

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12. A breach of confidentiality (see Article 8, 8.2 (k) will result in the immediate expulsion of the offending member from the Board.

13. The number of sick days that may be granted for a particular injury or illness will be determined by the number of years the Food Service Worker has been employed: for each full year of employment, the Worker will be eligible for 15 days from the sick leave bank. If a Worker has been employed for 3 full years, for example, he/she may be granted up to 45 days from the sick bank (3 years times 15 days per year). If a Worker has worked less than full time or has worked less than a full year or years, the number of days he/she may be granted by the Board shall be prorated. This means that a half time Worker who works 6 full years will be eligible for 45 sick days from the Board (1/2 times 6 years times 15 days per year).

14. The maximum number of days that may be granted will not exceed fifteen (30) days after which a new request must be presented to the Board. A Food Service Worker may ask for less than fifteen (15) days.