

CAFETERIA WORKERS UNION CONTRACT

July 1, 2019 - June 30, 2022

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AGREEMENT
between
LYNNFIELD SCHOOL COMMITTEE
and
American Federation of State, County and Municipal Employees,
AFL-CIO, State Council 93, Local 3434

This agreement entered into by the Lynnfield School Committee, hereinafter referred to as the Employer, and Local 3434, State Council 93, 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 its employees, 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.

ARTICLE 1

Section A. Recognition

1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all full time and regular part-time (20 hours or more per week) cafeteria personnel except the Food Service Director.

ARTICLE 2

Section A. Union Dues - Agency Service Fee

1. Employees shall tender the initiation fee (if any) and 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 Dues Deduction hereinafter set forth, the Employer agrees to deduct Union membership dues certified by the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the Union along with a list of employees who have had said dues deducted. Such deduction shall continue until such authorization is revoked in writing pursuant to the form. Remittance by the Employer shall be made by the fifteenth day of the succeeding month.

Section B. Authorization of Dues Deduction

1. Effective July 1, 1988, the Employer agrees to require as a condition of employment that all unit employees except those certified as members to the Employer by the Union pay annually or by dues deduction to the Union an agency service fee which shall be commensurate with the cost of collective bargaining and contract administration as determined by the Union and which amount shall be certified annually to the Employer by the Union.
2. The Union shall indemnify and save the Employer and/or the Town of Lynnfield harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this provision.

ARTICLE 3

Section A. Discrimination and Coercion

1. There shall be no discrimination by agents of the Employer against any employee because of his/her activity or membership in the union. The Employer further agrees that there will be no discrimination against any member for his/her refusal to comply with any order which would violate this agreement in cases where the order would endanger health or safety.

2. The Union, its officers or members, shall not intimidate or coerce employees in exercising their legal right to join or to refrain from joining an employee organization.
3. The Union further agrees that it will not conduct its business during working hours, without the permission of the Employer, except business normally done pursuant to this agreement in the operation of the grievance procedure.
4. Both parties agree that they shall not discriminate against any person because of race, creed, color, gender, age, or national origin.

ARTICLE 4

Section A. Grievance and Arbitration Procedure

1. Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of a specific provision of this agreement, shall be settled in the following manner:
 - Step 1. The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the Food Service Director within three (3) working days of the date of the grievance or his/her knowledge of its occurrence. The Food Service Director shall attempt to adjust the matter and shall respond to the Steward within three (3) working days. The grievance shall be considered waived unless presented at Step 1 (Step 2 in suspension or discharge cases) within fifteen (15) working days after the occurrence of the incident upon which the grievance is based. Grievances involving suspension and/or discharge shall be processed beginning at the 2nd step.
 - Step 2. If the grievance has not been settled, it shall be presented in writing to the Superintendent of Schools or his designee within three (3) working days after the supervisor's response is due. The Superintendent of Schools or his/her designee shall respond to the Steward in writing within five (5) days. If the Superintendent of Schools is absent for any reason the absence shall not be included in the five (5) days.
 - Step 3. If the grievance still remains unadjusted, it shall be presented to the Lynnfield School Committee in writing within five (5) working days after the response of the Superintendent of Schools is due. The Lynnfield School Committee shall respond in writing within five (5) days following the next regularly scheduled meeting. The Lynnfield School Committee may, at its next regular meeting, have both parties to the grievance present, and if it does, it shall hear all evidence in executive session and within five (5) days shall render its decision in writing.
 - Step 4. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Employer is due, by written notice to the other, request arbitration.
2. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of arbitrators and pursuant to its rules, regulations and procedures, the arbitrator will be selected and the arbitration conducted.

3. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision in writing within thirty (30) days after the conclusion of testimony and argument. The arbitrator shall be limited to the confines of this agreement and shall not infringe on the authority of the Committee as established by law.
4. All expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

ARTICLE 5

Section A. Seniority

1. The length of continuous service of an employee in the Lynnfield School System shall determine the seniority of the employee.
2. The principle of seniority shall prevail in all cases of decrease of the working force, as well as preference in assignment or shift work and choice of vacation period. Nothing in this article or in any other provision of this Agreement shall be construed to limit the right of the Food Service Director to move employees from building to building to satisfy the staffing needs of the kitchens in the various schools. It is agreed that employees will not be moved for arbitrary or capricious reasons.
3. The first three months of continuous service by a newly hired employee shall constitute such employee's probationary period, during which time the employee may be terminated without recourse through the grievance procedure. During the probationary period, the employee however shall be covered under the collective bargaining agreement for everything except termination.

ARTICLE 6

Section A. Job Posting and Bidding

1. When a vacant position covered by this agreement is to be filled, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications, and such notice of vacancy shall remain posted for seven (7) days, the Employer may fill the vacancy giving first consideration, on a seniority basis, to members already within the bargaining unit. Up to a sixty (60) day trial and training period in the new position will be given a successful applicant at the applicable rate of pay. If at the end of the trial and training period it is determined that such employee is not qualified to perform the work, she shall be returned to her previous position and rate in the bargaining unit.
2. Nothing in this article shall be construed as prohibiting the Committee from temporarily filling a position which becomes vacant on or after February 1st for the balance of the

school year in which the vacancy arises, without complying with the posting requirement until the end of that school year.

3. An employee requested to work in a higher classification shall be paid the wages of that higher classification. An employee who works below his/her classification shall retain his/her rate of pay.
4. Any employee promoted to a higher classification shall be placed at the step of the new classification that is closest to but higher than the rate that the employee was earning prior to the promotion.

ARTICLE 7

Section A. Overtime

1. The Employer shall keep record of the overtime worked. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the steward.
2. It shall be the duty of the Food Service Director to schedule all overtime required due to activities in buildings.
3. Employees will be paid overtime on a bi-weekly basis.
4. All work outside the normal work hours for Cafeteria Workers (i.e. non-scheduled work) shall be at the time and one-half rate, except that work performed on a Saturday or Sunday shall be paid at two times (2x) the employee's regular rate.
5.
 - a. When a kitchen is used, outside of school hours, a cafeteria worker will be present at the appropriate overtime rate.
 - b. The Food Service Director and/or a Bargaining Unit member will be allowed to hold cooking classes after regular working hours through the Community Schools Program. The cooking instructor will utilize a cafeteria worker if deemed necessary, following the terms outlined in 5a.
6. Notwithstanding any other provision of this Agreement, an employee who is held over at the end of his/her shift will be paid at his/her regular hourly rate for the first 15 minutes held over and thereafter he/she will be paid at the rate of time and one-half his/her regular hourly rate
7. Whenever possible, overtime opportunities will be posted in a conspicuous place.
8. Overtime will be offered to qualified employees on a fair and equitable basis using a rotating list to be mutually developed by the Food Service Director and the Union.
9. The payroll week shall extend from 12:00 AM (Midnight) on Saturday until 11:59 PM on Friday.

ARTICLE 8

Section A. Union Representatives

1. The name of the Union steward and other representatives shall be furnished in writing to the Employer immediately after their designation and the Union shall also notify the Employer in writing of any changes.

ARTICLE 9

Section A. Clean-up Time

1. Employees shall be granted a sufficient personal clean-up period prior to the end of each work shift.
2. Work schedules shall be arranged so that employees may take advantage of this provision. The employee will use available facilities within the building in which he/she is working.

ARTICLE 10

Section A. Holidays

1. Holidays for Cafeteria Personnel:
 - a. The following days shall be considered to be paid holidays if they fall on a normal workday:

Martin Luther King Day

Good Friday*

Memorial Day

Columbus Day

* if school is not in session

Veterans' Day

Thanksgiving Day

Day after Thanksgiving

New Year's Day

Any of the above holidays which fall on a Saturday or a Sunday shall be treated as an additional day's vacation with pay. Holiday pay shall be equivalent to a normal day's pay. Labor Day shall be considered a paid holiday only if the school year for Lynnfield Public Schools students commences prior to Labor Day

- b. Any cafeteria employee required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to one and one-half times his/her regular rate of pay for all hours worked but in no case shall this be less than an amount equal to three (3) hours' work at said rate. Any employee working July 4 or Thanksgiving shall be paid two times his/her hourly rate.

ARTICLE 11

Section A. Vacations

1. Vacations for Cafeteria Personnel:

An employee hired after October 1 of any school year shall not be entitled to any paid vacation during that school year. Except for an employee hired after October 1, an employee with less than five (5) years of service within the bargaining unit (as of October 1) is eligible each school year for up to one (1) week of paid vacation.

An employee who as of October 1 has at least five (5) years of service but less than seven (7) years of service within the bargaining unit is eligible each school year for up to two (2) weeks of paid vacation.

An employee who as of October 1 has at least seven (7) years of service within the bargaining unit is eligible each school year for up to three (3) weeks of paid vacation.

Vacation time must be taken in one (1) week increments and may be taken only during the Christmas Vacation, the February Vacation or the April Vacation weeks. Prior to October 1 of each school year, an employee with less than seven (7) years of service will be required to notify the Food Service Director in writing of which vacation period (s) she has selected to take vacation. (An employee with seven (7) or more years of service will be considered to have "selected" all three (3) vacation periods.)

Upon death, retirement, or resignation of employment, the employee shall receive payment equal to the amount of vacation pay he/she would have received for that school year had the separation from employment not occurred. If the separation from employment is caused by death, such payment shall be made to the employee's beneficiary as designated under the Essex County Retirement Plan.

ARTICLE 12

Section A. Sick Leave

1. Each employee shall be credited with sick leave with pay at the rate of one and one-quarter (1 1/4) days for each month of service. Sick leave credit will begin the first working day of the month in which the employee is employed. Sick leave may be accumulated up to a maximum of one hundred sixty five (165) days. Any accumulation which present employees have at the effective date of this Agreement shall be continued.
2. Employees absent because of industrial accident shall be entitled to convert any unused vacation credit in that year to sick leave.
3. The employee may have the option of drawing on his/her sick leave to make up his/her full week's pay in addition to Workmen's Compensation.

4. Sick leave shall be granted for sickness of or injury to the employee and for absence because of quarantine in the family.
5. The Superintendent of Schools may require a certificate from a registered physician in cases of illness or accident, which certificate shall state the cause of absence, and that in the opinion of the physician absence from duty was necessary. Such certificate shall be submitted in all absences in excess of five (5) workdays.
6. An employee who performs work covered by this agreement during a month while school is not in session (i.e. summer vacation, etc.) shall accrue sick time for such month provided that the employee works at least fifteen (15) days during that month.
7. In recognition of dedicated service to the Lynnfield Public Schools, any employee who has worked for at least ten (10) years in a position covered by this agreement and who is retiring under M.G.L.c. 32 shall be eligible for a cash payment at the end of his/her final school year of employment by following this procedure: The employee must notify the Superintendent of Schools in writing of his/her intention to retire by November 1 of the calendar year prior to the beginning of the year in which he/she intends to retire. Provided that such notice is timely submitted, at the commencement of the employee's final school year of employment the employee shall receive a cash payment of twenty percent (20%) of his/her accumulated unused sick leave days at his/her then current daily rate. The employee's "daily rate" shall be calculated by dividing his/her weekly rate by five (5).

ARTICLE 13

Section A. Bereavement Leave

1. In the case of death in the immediate family (husband, wife, children, parents, brothers, sisters, mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law, grandchildren and persons living in the immediate household) employees will be granted five (5) days in each instance.
2. In the case of death of an employee's Aunt, Uncle, or first cousin, employees will be granted one (1) working day in each instance.
3. Additional leave may be granted at the discretion of the Superintendent.

ARTICLE 14

Section A. Personal Leave and Long Term Leave of Absence

1. An employee may be granted time off for which he/she will be paid at his/her normal rate to conduct personal business only for matters of emergency and then at the discretion of the Superintendent of Schools, but not more than three (3) days in one fiscal year. These days will not be cumulative.
2. When in the opinion of the Committee the requirements of the School System will permit, an Employee shall, on her written request, be granted a leave of absence for legitimate personal reasons, without pay, for a period not to exceed six (6) months. Such leave of

absence may be extended, but the approval of the Committee is required in such cases. An Employee who, while on leave of absence, engages in other employment without the consent of the Committee, or fails to report for work on or before the expiration of his/her leave, shall be considered to have quit without notice.

ARTICLE 15

Section A. Jury Pay

1. The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for Jury Duty, exclusive of travel and meal allowance.

ARTICLE 16

Section A. Equipment and License Fees

1. The Employer agrees to provide all materials, equipment, tools, and license fees required to perform the duties assigned to the employees covered by this agreement, including protective aprons for cafeteria personnel.

ARTICLE 17

Section A. Classification Plan and Pay Rates

1. In this agreement, and made part of it as Appendix A, a Classification and Pay Plan shall be established. It shall list all positions covered by this Agreement by title along with the wages for each position.

ARTICLE 18

Section A. Miscellaneous Provisions

1. Announcements, which shall first have been initialled by the Superintendent of Schools, shall be posted on the cafeteria bulletin boards, such bulletin boards to be provided by the Employer.
2. Should any provision of this agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
3. When authorized by the Superintendent of Schools, employees may be compensated for the use of their personal vehicles in the fulfillment of job requirements on the basis of twenty-seven (27) cents per mile (town policy).
4. Access to Premises: The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL/CIO and/or #93, and/or Local 3434 to enter the premises but only with the approval of the Superintendent of Schools for individual discussion of working conditions with employees, provided care is

exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

5. The Union agrees that it will not cause, condone, sanction, induce or take part in any strike, walkout, slowdown, work stoppage, or withholding of services by employees of the Committee, and the Employer agrees not to permit the practice of a lockout.
6. All formal evaluations of the work performance of employees will be conducted openly and with the full knowledge of the employee. Employees will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors.
 - a. Employees will have the right, upon written request to review the contents of their personnel file in the presence of a member of the administration. Employees will be entitled to have a representative of the Union accompany them during such review.
 - b. No material derogatory to an employee's conduct, service, character or personality will be placed in her personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and her answer shall be attached to the file copy.
7. Permanent part-time employees shall receive benefits, proportionate to their part-time service.
8. The School Department reserves the right to implement a bi-weekly payroll schedule on or after September 1, 1995.
9. The regular work year for cafeteria personnel shall consist of 185 workdays to be scheduled at the discretion of the Superintendent. Said work days shall be scheduled to occur no earlier than one week before the beginning of the school year for students and no later than one week after the end of the school year for students. All managers shall be scheduled to work, and required to work, a seven (7) hour shift on all of the above workdays.
10. The opportunity to work banquets shall be offered to all cafeteria workers on a rotating basis irrespective of the school at which the banquet occurs.
11. Eyeglasses Replacement – The Employer agrees to replace broken glasses of employees who break their glasses in their course of employment without negligence, within 30 days with an annual \$300 cap.
12. An annual stipend of \$300 will be paid on or about September 30th to each cafeteria worker who holds a Serve Safe Certification. An annual stipend of \$100 will be paid on or about September 30 to each cafeteria worker who holds an allergy certificate.

13. In cases where school is cancelled due to adverse weather conditions, cafeteria workers will not report to work and will be paid their normal wages for up to three (3) days.
14. CPR certification and Ethics trainings shall be offered to members covered under this contract, trainings will be conducted during work hours.
15. All employees shall receive their pay through direct deposit. However an employee who did not participate in direct deposit during the 2018-2019 school year is exempt from this requirement.

ARTICLE 19

Section A. Effective Date and Termination

1. This agreement shall become effective as of July 1, 2019, and shall expire June 30, 2022. The parties agree that they will commence negotiations for a successor agreement in November, 2021.

Section B. Management Rights

1. During the term hereof this document is the complete Agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by this Agreement only and that except as directly modified by express language in a specific provision of the Agreement, all rights and powers that it has or may hereinafter be granted by law in managing the School Department and directing the working force are retained by the Committee in its sole discretion and are not subject to the grievance procedures herein. All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall not be under any obligation to discuss or negotiate any modifications or additions to this Agreement during the term hereof. If the parties mutually agree to alter or add to the Agreement, such change will not be effective until reduced to writing and duly executed by the respective representatives of both parties.

Section C. Changes

1. Should either party to this agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the other party to the agreement at least one hundred eighty (180) days before the initial or any subsequent annual termination date of this agreement. The parties receiving such notice of desired changes shall forthwith seek to arrange a meeting for the purpose of discussion and amicable agreement concerning the desired changes. Nothing in this article shall preclude the Union or the Employer from modifying during the course of the negotiations any proposals previously made.

Section D. Meeting

1. It is agreed that, within sixty (60) days of the execution of this Agreement by both parties, the Food Service Director will meet with representatives of the Union to discuss safe procedures for persons who are visiting the cafeteria.

ARTICLE 20

Section A. Health and Safety

1. The School Committee agrees to provide a safe and healthy work environment for all employees, and the Union agrees to cooperate with the School Committee in its efforts to maintain a safe and healthy work environment.
2. For the purpose of this article, unsafe equipment and unsafe conditions means equipment or conditions which, even if reasonable care and caution are used, present an unreasonable risk of injury to an employee or others. All employees shall promptly report to their supervisor any equipment or condition which is allegedly unsafe. Employees will not be disciplined for reporting allegedly unsafe equipment or conditions to their supervisor. If it is determined by the Food Service Director that equipment or conditions are unsafe, then the Food Service Director will endeavor to correct the problem.

ARTICLE 21

Section A. No Absence Incentive

In order to provide an incentive to reduce absence from work during the school year, the Committee will pay the following bonuses, payable on or before June 30 of each school year, to cafeteria employees whose total days of absence due to sick and personal leave have not exceeded the following during the school year.

<u>Days</u>	<u>Bonuses</u>
0-2	\$250
3	\$200
4	\$150

ARTICLE 22

The parties shall establish a joint evaluation committee comprised of two (2) representatives from each party to create an evaluation process and instrument for the cafeteria workers. The joint committee will establish the evaluation process and instrument during the 2010-2011 school year. The process and instrument will be added to the contract and will be used in the 2011-2012 school year and on an annual basis thereafter.

SIGNATURE OF AGREEMENT

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

LYNNFIELD SCHOOL COMMITTEE

AMERICAN FEDERATION OF STATE,
COUNTRY AND MUNICIPAL
EMPLOYEES, AFL-CIO, STATE
COUNCIL 93, LOCAL 3434

Chairman

Staff Representative

Superintendent of Schools

APPENDIX A

Wages

1. The following hourly rates of pay are effective on the dates indicated:

A. Effective July 1, 2019 – June 30, 2020:

FY 2020 (2%)	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Food Service Worker	\$13.26	\$13.72	\$14.25	\$14.63
Assistant Cook/Baker	\$14.08	\$14.59	\$15.10	\$15.44
Cook/Manager/ Floating Manager	\$15.19	\$15.71	\$16.30	\$16.69

B. Effective July 1, 2020 – June 30, 2021

FY 2021 (2%)	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Food Service Worker	\$13.53	\$13.99	\$14.53	\$14.92
Assistant Cook/Baker	\$14.36	\$14.88	\$15.40	\$15.75
Cook/Manager/ Floating Manager	\$15.49	\$16.02	\$16.63	\$17.02

C. Effective July 1, 2021 – June 30, 2022

FY 2022 (2%)	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Food Service Worker	\$13.80	\$14.27	\$14.83	\$15.22
Assistant Cook/Baker	\$14.64	\$15.18	\$15.71	\$16.07
Cook/Manager/ Floating Manager	\$15.80	\$16.34	\$16.96	\$17.36

Effective July 1, 2019, all Managers and Cook Bakers differential shall be increased to \$1.50 in addition to the applicable rates from the above schedule.

Employees progress from one step to the next higher step within a classification after twelve (12) months of service at the lower step. It is understood that employees who, as of July 1, 1994, had been at Step 3 for twelve (12) months or longer shall be placed at Step 4, effective July 1, 1994.

2. Longevity

Full-time employees shall be paid longevity pay in December of each year based upon the completion of the following number of continuous years of service with the School Department as of the preceding September 5:

<u>Years of Service</u>	<u>Longevity Pay</u>
Five (5) to nine (9) years	\$250.00
Ten (10) to fourteen (14) years	\$375.00
Fifteen (15) to nineteen (19) years	\$425.00
Twenty (20) years and over	\$475.00

3. Uniforms

The Food Service Director shall annually establish an account in the amount of \$400.00 for uniforms for each full time employee in the bargaining unit. Uniform components shall be prescribed by the Food Service Director and shall be purchased at a store or stores designated by the Food Service Director. After purchasing a uniform component, an employee shall present the Food Service Director with a receipt for that purchase. Reimbursements will be processed within thirty days of September 1 or the date of receipt. In no event, however, shall an employee be reimbursed for more than \$400.00 in any contract year.

It is understood that an employee who is absent from work on Workers' Compensation at the beginning of the contract year will not be eligible for uniform reimbursement for that contract year unless she/he returns to active employment prior to the end of that contract year.

Draft

June 2019

Side Letter of Agreement Lynnfield Cafeteria Workers Union
and the Lynnfield School Committee

During the 2019-2020 school year the parties agree to work toward resolution regarding cafeteria workers preparing food for functions that fall outside of typical school meal preparation.

Signature of Agreement

Lynnfield School Committee Chairman

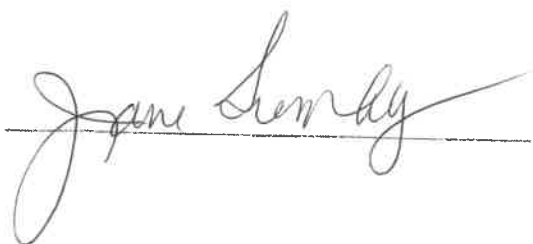
A handwritten signature in cursive script, appearing to be "John P. [unclear]", written over a horizontal line.

AFSCME State Council 93, Local 3434

A handwritten signature in cursive script, appearing to be "Carol Maitland", written over a horizontal line.

7-15-2019

Superintendent of Schools

A handwritten signature in cursive script, appearing to be "Jane Semby", written over a horizontal line.