# AGREEMENT MARSHFIELD SCHOOL COMMITTEE

AND

MARSHFIELD FOOD SERVICE DEPARTMENT EMPLOYEES ASSOCIATION

JULY 1, 2012 TO JUNE 30, 2015

#### **AGREEMENT**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made this first day of <u>July 1, 2012</u> by the School Committee of the Town of Marshfield, Massachusetts (hereinafter referred to as the Committee) and the Marshfield Food Service Department Employees Association (hereinafter referred to as the MFSDEA).

#### **PREAMBLE**

Recognizing that our prime purpose is to provide meals of the highest quality possible for the children and staff of Marshfield, and that good morale within the employees of the Marshfield School system is essential to the achievement of that purpose, we, the undersigned parties to this Agreement, declare that:

- Under the laws of Massachusetts, the Committee elected by the citizens of Marshfield, has final responsibility for establishing the policies of the public schools of Marshfield;
- b. The Superintendent of Schools of Marshfield (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;
- The cafeteria staff of the public schools of Marshfield has responsibility in providing meals of the highest possible quality to the children and staff of Marshfield;
- d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information among the Superintendent, the Committee, and the MFSDEA in the formulation and application of policies relating to wages, hours, and other conditions of employment for the MFSDEA; and so
- e. To give effect to these declarations, the following principles and procedures are hereby adopted:

# ARTICLE I RECOGNITION

1.1 For purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the MFSDEA as the exclusive bargaining agent and representative of the following noted support personnel of the Marshfield School System:

All full-time and regular part-time MFSDEA staff, employed by the Marshfield School Committee, excluding all managerial, confidential and casual employees, and all other employees of the Marshfield School Committee.

## ARTICLE II NEGOTIATION PROCEDURE

- 2.1 The Committee agrees to enter into negotiations with the MFSDEA over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning employees' wages, hours, and other conditions of employment. Any agreement so negotiated will apply to all employees covered by the Agreement and will be reduced to writing and signed by the Committee and the MFSDEA.
- 2.2 During negotiations, the Committee and the MFSDEA will present relevant data, exchange points of view, and make proposals and counterproposals. The Committee will make available to the MFSDEA, upon request, information relevant to the negotiation and administration of the Agreement pursuant to Massachusetts General Laws, Chapter 150E. Either party may, if it desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 2.3 If the negotiations described in the Article reach an impasse, the procedures described in Chapter 150E will be followed.

# ARTICLE III GRIEVANCE PROCEDURE

- 3.1 <u>Definition of Grievance</u>: For the purpose of this Agreement, a "grievance" shall be defined as a dispute arising during the term of this agreement between the Committee and the MFSDEA and/or any employee or group of employees concerning an alleged violation, misinterpretation or misapplication of any of the express provisions of this Agreement.
- 3.2 <u>Definition of Days</u>: Whenever used in this Article, "days" shall mean work days from the day before school opens for students through the day after the last day of school; from the day following the last day of work through two days prior to the opening day of the school year for students, "days" shall mean calendar days. School days are defined to be days in which school is in session for students.
- 3.3 <u>Time Limits</u>: If at the end of fifteen (15) days next following the occurrence of any grievance or the date the aggrieved employee should reasonably have had first knowledge of such occurrence, the grievance shall not have been presented at Step One of Section 3.5, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next step or level in the procedure shall not have been taken within the time specified therefore in said Section 3.5.

#### 3.4 Purpose:

- a. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances or potential grievances, which may from time to time arise. 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 contained in this Agreement will be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate Supervisor and to have the grievance adjusted without intervention of the MFSDEA, provided the adjustment is not inconsistent with the terms of this Agreement. The Committee agrees to provide the MFSDEA with written notice of any adjustment(s) when made.
- c. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered MAXIMUM, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the parties.

#### 3.5 Procedure:

- a. Step One A grievance shall be presented in writing by the employee to his/her immediate Supervisor within fifteen (15) days next following its occurrence or the date the aggrieved employee should reasonably have had first knowledge of its occurrence. The Supervisor shall, if requested, meet with the aggrieved employee and a representative of the Association if requested by the aggrieved employee. This meeting shall take place within five (5) days of receipt of the grievance. In the event there is no immediate Supervisor or the Supervisor is unavailable or is unable to resolve the grievance, it may be filed immediately at Step Two below. The grievance shall contain:
  - 1. Name and classification of the aggrieved employee;
  - 2. Nature of the grievance and contract provisions involved.;
  - 3. Date the grievance occurred;
  - 4. Requested remedy.
- b. <u>Step Two</u> If the grievance is not resolved at Step One, it may be referred to the Superintendent of Schools or his designee within five (5) days of receipt of the Step One answer. The Superintendent or his designee shall hold a hearing within ten (10) days of receipt of the referral and shall answer the grievance in writing within ten (10) days of receipt of the referral or the close of the hearing, whichever is later.

- c. <u>Step Three</u> Should the grievance remain unresolved, it may be referred in writing to the School Committee within five (5) days of receipt of the Step Two answer. The Committee shall hold a hearing at its next regularly-scheduled meeting or at a meeting called for the purpose of hearing the grievance and shall answer the grievance within ten (10) days following its meeting or the close of the hearing, whichever is later.
- d. <u>Step Four</u> If the grievance is not resolved at Step Three, the Association, but not any individual employee, may submit the grievance to arbitration within twenty (20) days of receipt of the decision at Step Three, pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- e. Grievances regarding discipline and/or dismissal shall be filed at the Director's level (Step One) or the Superintendent's level (Step Two), whichever is appropriate. The parties recognize that the authority over certain matters is committed under Chapter Seventy-One of the Massachusetts General Laws to the Superintendent and/or Principals.
- 3.6 The Arbitrator selected as herein provided shall be without authority to add to, subtract from, or modify any provision of this Agreement. The decision of the Arbitrator shall be in writing and shall be rendered within thirty (30) business days after the hearing is declared closed. In reaching his decision, the Arbitrator shall interpret this Agreement in accordance with the commonly accepted meaning of the words used herein (subject to evidence or proof or a contrary intention of the parties at the time the Agreement was negotiated) and the principle that there are no restrictions intended upon the rights, responsibilities or authority of the Committee provided by law or custom other than those restrictions specifically set forth herein. The decision shall be final and binding on both parties and the aggrieved employee(s).
- 3.7 Notwithstanding any contrary provision of this Agreement, the Arbitrator shall be without power or authority to make a decision which:
  - is violative or inconsistent with any term or provision of this Agreement or the statutory and/or controlling decisional law of the Commonwealth of Massachusetts or of the United States; or
  - b. exceeds his jurisdiction and authority under Massachusetts General Laws, Chapter 150C and/or this Agreement; or
  - c. orders any remedy to be effective more than fifteen (15) days prior to the filing of the written grievance concerned or the date the aggrieved employee should reasonably have had first knowledge of such occurrence.
- 3.8 In lieu of submitting to arbitration under the auspices of the American Arbitration Association, the Committee and the MFSDEA may mutually agree in writing to submit any grievance to the Massachusetts Board of Conciliation and Arbitration for arbitration, grievance mediation, or both.

- 3.9 If in the judgment of the Association a grievance affects a group or class of employees, the MFSDEA may submit such a grievance in writing at Step Two of the procedure; all provisions of this Article shall apply to such a grievance.
- 3.10 A grievance may be withdrawn by the MFSDEA at any step of the proceedings.
- 3.11 Each party shall bear the expenses of its representatives, participants, witnesses and for the preparation and presentation of its own case. The fees and expenses (if any) of the Arbitrator and the American Arbitration Association shall be shared equally by the parties.
- 3.12 No reprisals of any kind shall be taken by the School Committee, by any member of the Administration, or by the MFSDEA against any participant in the grievance procedure by reason of such participation.
- 3.13 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 3.14 In the event a grievance extends into a period after the normal school year, all periods of time can be waived in order to expedite completion of the action initiated.

# ARTICLE IV MANAGEMENT RIGHTS

- 4.1 Except where such rights, powers and authority are specifically relinquished or modified by the provisions of this Agreement, the Marshfield School Committee retains and reserves all statutory and customary rights, powers, functions, and authority of an employer to manage and direct its working forces including the right to make and modify reasonable rules to assure orderly and effective work, the right to select, hire, evaluate job performance, transfer, assign, promote and retain employees, the right to determine the necessity of filling a vacancy, the right to discipline or discharge employees, and to relieve or layoff employees from duties in whole or in part because of lack of work.
- 4.2 The exercise of rights pursuant to this Article shall not be subject to the arbitration provisions of this Agreement unless exercised so as to violate a specific and express provision or provisions of this Agreement.
- 4.3 The term "Committee" as hereafter used in this Agreement refers to the Marshfield School Committee and shall include the Committee, the Superintendent, Principal(s), and Director in any particular instance, shall mean the Committee, unless Chapter Seventy-one of the Massachusetts General Laws confers authority for the matter on the Superintendent or Principal(s), in which case it shall mean the Superintendent or Principal(s), as the case may be.

# ARTICLE V CONTINUITY OF OPERATIONS

Neither the Association nor any employee or group of employees shall engage in, induce, encourage or condone any strike, work stoppage, slowdown or withholding of services.

Employees who participate in any such strike, work stoppage, slowdown or withholding of services may be disciplined or discharged without recourse to the grievance and arbitration provisions of this Agreement, except as to the issue of whether or not the employees have, in fact, engaged in any of the activities prohibited above.

The Association agrees that it will make all reasonable efforts to prevent any strike, work stoppage, slow down or withholding of services and that, in the event of the same, it will direct its members to cease and desist in any such activities. The Committee agrees that there shall be no lockout of employees covered by this Agreement from their employment.

The Committee agrees to inform the Association in writing immediately upon its decision to solicit Request for Proposals from private companies to replace bargaining unit positions. The Committee agrees to offer and review a proposal from the Association no less than forty-five (45) days to offer concessions to preserve bargaining unit positions. The Committee further agrees to give the Association no less than ninety (90) days notice before any contracting out of bargaining unit work begins and to encourage said contractor to provide interviews "with preference" to current MFSDEA members.

In the event of a violation of this Article, the Committee or the Association, as the case may be, may at its option institute any or all proceedings in a court of law or in equity, before appropriate agencies or in arbitration pursuant to the procedures described in Article III.

### ARTICLE VI SALARIES

- 6.1 The salaries of all employees covered by this Agreement are set forth in Appendices A and B, which are attached hereto and made a part hereof.
- 6.2 Employees hired before 11/1/2011 will be paid on the Appendix A Salary Schedule. An employee paid from Appendix A Salary Schedule will remain on that schedule until employment is severed.
- 6.3 A "No Pay Day" ,as noted in Appendix A, is defined as one of the one-hundred eighty-two (182) days in which the employee is eligible to be paid and is not paid for various reasons; including, but not limited to, early release or managerial decision. Snow Days are ineligible. In the event of an unpaid leave of absence,

an agreed upon calculation will be made to allow for the payment of the grandfathered holiday and vacation benefits upon return to employment.

On a "No Pay Day" the eligible employee will be compensated at a reduced rate. This rate is equivalent to his or her grandfathered Holiday and Vacation Benefits. The "No Pay Day" rate is calculated as follows:

{(Total Days Paid Prior \* Hours per Day \* Prior Hourly Rate / (Total Days Paid Current \* Hours per Day)} – Prior Hourly Rate

- 6.4 Employees hired before 11/1/2011 are eligible to be paid for the appropriate "No Pay Day" rate included as part of the Appendix A Salary Schedule.
- 6.5 Employees hired on or after 11/1/2011 will be paid on the Appendix B Salary Schedule.
- 6.6 If any Association member is paid by a private organization, the employee shall be paid at a rate of time and one-half based on the appropriate rate included in Appendices A and B for a minimum of three (3) hours. The same rate applies to work performed for school-related activities that take place on non-school days, during non-school hours, or outside of the scheduled school year that are not part of the regular cafeteria operation.
- 6.7 All employees will be paid on a bi-weekly basis beginning with the 2012-2013 School Year. All Employees shall receive their pay through direct deposit when all Town employees have agreed to receive their pay through direct deposit.
- 6.8 Position title shall be interpreted as descriptive only and not restrictive. They shall be construed solely as a means of distinguishing one position from another and not as prescribing what the duties or responsibilities of any position shall be.
- 6.9 Employees in continuous full time service of the School Department shall be eligible for an annual advance of one step rate per year, on the Anniversary Date of hire or promotion, whichever is the latest, until the maximum of that classification has been achieved.
- 6.10 Section 6.9 may be waived by the employer when a promoted employee's salary for the one-year period following the promotion is less than what the employee's salary would have been without a promotion for that one year period of time.
- 6.11 Personal Leaves of Absence in excess of one month shall extend the date of a step rate increase commensurably with the term of said leave.
- 6.12 During the fiscal year, in which a full-time employee reaches the 7<sup>th</sup> anniversary of continuous full-time employment, the employee shall receive a longevity payment of \$140. On subsequent years up through the 14<sup>th</sup> anniversary, the employee shall receive an additional \$20 for each year of service. During the fiscal year in which the employee reaches the 15<sup>th</sup> year of continuous service, the

employee shall receive a longevity payment of \$325. For each subsequent year of service, the employee shall receive an additional \$25.

Part-time workers will receive fifty (50) percent of longevity payments based on their part-time anniversary date. However, should a long-time, part-time employee change their employment status to full-time, their longevity payments will continue to be paid at the part-time rate until 7 years are accrued at full-time status using the above guidelines.

Full-time employees eligible for longevity will be given credit for years of part-time service at the rate of one full-time year for every two part-time years using the above guidelines.

# ARTICLE VII WORK YEAR

#### 7.1 Work Year/Days

#### a. High School & Furnace Brook Cook Manager

Normal work week is forty (40) hours per week, eight (8) hours per day.

Normal work year for those hired before 11/1/2011 is 182 days (178 days lunches are served; plus day before school begins, day before Thanksgiving, last day of school and day after school year ends).

Normal work year for those hired on or after 11/1/2011 is 181 days (178 days lunches are served; plus day before school begins, last day of school and day after school year ends).

#### b. Elementary Cook Managers

Normal work week is thirty-five (35) hours per week, seven (7) hours per day.

Normal work year for those hired before 11/1/2011 is 182 days (178 days lunches are served; plus day before school begins, day before Thanksgiving, last day of school and day after school year ends).

Normal work year for those hired on or after 11/1/2011 is 181 days (178 days lunches are served; plus day before school begins, last day of school and day after school year ends).

#### c. High School Assistant Cook Manager

Normal work week is thirty-five (35) hours per week, seven (7) hours per day.

Normal work year for those hired before 11/1/2011 is 182 days (178 days lunches are served; plus day before school begins, day before Thanksgiving, last day of school and day after school year ends).

Normal work year for those hired on or after 11/1/2011 is 181 days (178 days lunches are served; plus day before school begins, last day of school and day after school year ends).

d. <u>Full Time Cafeteria Workers</u> – Any employee whose normal work week is equal to or more than twenty hours per week.

Normal work year for those hired before 11/1/2011 is 182 days (178 days lunches are served; plus day before school begins, day before Thanksgiving, last day of school and day after school year ends).

Normal work year for those hired on or after 11/1/2011 is 181 days (178 days lunches are served; plus day before school begins, last day of school and day after school year ends).

#### e. Part Time Cafeteria Workers

Any employee whose normal work week is less than twenty hours per week.

Normal work year for those hired before 11/1/2011 is 182 days (178 days lunches are served; plus day before school begins, day before Thanksgiving, last day of school and day after school year ends).

Normal work year for those hired on or after 11/1/2011 is 180 days (178 days lunches are served; plus day before school begins and last day of school).

- 7.2 The current normal work year for High School employees as defined in Section 7.1 is 172 days.
- 7.3 In the event the Committee determines it is necessary to extend the normal work year of employees hereunder, such employees shall be compensated therefore at their regular rates of pay for all additional hours worked.
- 7.4 Daily work schedules for each employee will be established by the appropriate Supervisor.

# ARTICLE VIII SICK LEAVE

8.1 An employee in continuous employment who has completed thirty weeks of service following original employment shall be allowed twelve (12) days of sick leave with pay each calendar year or one day for each month thereof if in any year his/her employment is less than thirty (30) weeks, provided such leave is caused by sickness or injury or by exposure to contagious disease. Absence

- due to illness in the immediate family qualifies for use of sick leave. (Immediate family as defined in Article IX.)
- Part-time employees are eligible for 50% of the terms of said Section 8.1 above.
- 8.2 Effective September 1, 1985, unused sick leave may be accumulated from year to year to a limit of 150 days for an employee in continuous employment.
  - Part-time employees are eligible for 50% of the terms of said Section 8.2.
- 8.3 A physician's certificate of illness shall be submitted by the employee to his supervisor after five (5) consecutive work day absences. This certificate shall be forwarded by the Supervisor to the Food Service Supervisor. The Superintendent of Schools may waive this requirement.
- 8.4 The Food Service Supervisor may of his/her own motion, require a medical examination of any employee who reports his inability to report for duty because of illness. This examination shall be at the expense of the Town by a physician appointed by the Supervisor.
- 8.5 Injury, illness or disability self-imposed or resulting from the use of drugs shall not be considered a proper claim for leave under this Section.
- 8.6 Payment made under the provisions of this Section shall be limited to an employee who is receiving Workmen's Compensation payments to the difference between the amount paid in Workman's Compensation and employee's regular rate.
- 8.7 In the event of payments made to an employee under the preceding sub-section, the Employer may debit the employee's sick leave accrual by such amounts as it determines to be equitable in relation to such payments.
- 8.8 Employees shall be compensated in cash for all unused sick leave up to a maximum of seventy-five (75) days when they are permanently separated from employment as a result of retirement under the terms of the Massachusetts Retirement Plan, or death. Those with intent to retire must submit written notice to the Superintendent of Schools by December 1<sup>st</sup> of the current fiscal year for retirement to take place not prior to September 1<sup>st</sup> of the following fiscal year. In the event of death, payment is to be made to the estate of the employee.
  - Part-time employees are eligible for 50% of the terms listed in said Section 8.8.
- 8.9 Effective July 1, 2001 newly hired employees shall not be eligible for the benefits of Section 8.8. All employees hired prior to that date shall be grandfathered and continue to receive said benefits.

8.10 When a Cook Manager is absent the cafeteria worker temporarily assuming the position and responsibility of the Cook Manager shall be paid the gross salary on Step 1 of the Cook Manager's salary schedule.

## ARTICLE IX BEREAVEMENT LEAVE

Emergency paid leave up to five (5) days may be allowed for the death of the employee's immediate family (wife, husband, mother, father, child, brother, sister, mother in-law, father in-law and grandparents) during the contracted school year. In the event of the death occurring within five days before the contracted school year begins leave will be granted at the discretion of the Superintendent. In the event of the death occurring within five days before the contracted school year ends, leave will be granted for the remaining regularly scheduled work days. In the event of the death of other relatives, leave will be granted at the discretion of the Superintendent.

# ARTICLE X TEMPORARY LEAVE OF ABSENCE

The Food Service Supervisor may approve a request for paid leave up to three (3) days per year because of unusually pressing personal or family business. Request for personal leave should be made in writing five (5) days in advance on the appropriate form, if possible. Requests for personal leave may not be authorized on days preceding or following school holidays or vacations unless reasons for such leave is specified in writing and approved by the Food Services Supervisor.

# ARTICLE XI INSURANCE AND ANNUITY PLAN

- 11.1 The Town of Marshfield will pay it's authorized percentage as follows:
  - a. Individual life insurance coverage as provided by the Town of Marshfield.
  - b. Individual or family coverage, whichever applies in the particular case, for the health insurance coverage provided by the Town of Marshfield pursuant to Mass General Laws Ch. 32B, as amended.

The Association hereby recognizes and agrees that the Town of Marshfield and the Marshfield School Committee shall be under no obligation to negotiate with the Association with respect to any changes which may be made by the insurance carrier or carriers or any plan, program, or contact(s) of insurance provided to members of the bargaining unit by the Town of Marshfield with respect to the eligibility for, or payment of benefits thereunder, or co-payments or any other fees or charges required to be paid by members of the bargaining unit

as a condition of receipt of any benefits provided pursuant to any such plans, programs or contract(s), no matter however denominated or described, including without limiting the generality of the foregoing, any changes in payments or copayments associated with office visits, physicals, emergency room care of prescription drugs. The provisions of this paragraph shall: (1) be in full force and effect only so long as the Town of Marshfield remains a member of, and continues to participate in, the plans of insurance offered by Plymouth County pursuant to M.G.L. Chapter 32B, Section 11, and (2) unless mutually agreed in writing to the contrary, shall expire as a of midnight on June 30, 2005, and thereafter be of no force and effect.

Effective July 1, 2006 (Open Enrollment May, 2006), the Town shall not provide an indemnity health insurance plan (BC/BS Master Health) to employees in the bargaining unit. The Association hereby recognizes and agrees that the Town of Marshfield and the Marshfield School Committee shall be under no obligation to negotiate with the Association with respect to any changes which may be made by the insurance carrier or carriers or any plan, program, or contract(s) of insurance provided to members of the bargaining unit by the Town of Marshfield with respect to the eligibility for, or payment of benefits there-under, or copayments or any other fees or charges required to be paid by members of the bargaining unit as a condition of receipt of any benefits provided pursuant to any such plans, programs, or contract(s), no matter however denominated or described, including without limiting the generality of the foregoing, any changes in payments or copayments associated with office visits, physicals, emergency room care or prescription drugs.

# ARTICLE XII OTHER

The first ninety (90) days of employment shall be a probationary period, and at the end of such time, the administration shall indicate whether or not the performance and ability of the employee warrants continued employment.

Two (2) aprons will be issued to each cafeteria worker at the beginning of each school year.

The Committee shall be responsible for the reimbursement of expenses related to all required certifications to any applicable regulations of the Massachusetts Department of Elementary and Secondary Education for qualifying employees. Subject to the Food Service Supervisor's prior approval, employees may also be reimbursed for expenses related to workshops, seminars, and other programs related to his or her professional development.

# ARTICLE XIII VACANCIES AND PROMOTIONS

Whenever any vacancy in a cafeteria occurs, a new position is created, or an assigned position's hours are altered; such position or vacancy will be adequately publicized by

the School Department by means of a notice conspicuously placed on a bulletin board in every School's kitchen and publicly on each School's bulletin board where all District vacancies are posted. Applications shall be accepted in writing for at least ten (10) days from the date of posting.

In the case of a change in a position's assigned hours the Association will be notified before that position is posted and given an opportunity to provide input.

Any vacancy that remains unfilled as of October 31, December 31, February 28 and April 30 shall be reposted.

# ARTICLE XIV DURATION

This Agreement will be effective as of July 1, 2012 and will continue and remain in effect in full force until June 30, 2015.

IN WITNESS WHEREOF, the duly authorized representatives for the Marshfield School Committee and the Marshfield Food Service Employees Association have hereunto set their hands and seals this 2150 day of 600, 2012.

Marshfield Food Service Department Employees Association

For the Marshfield School Committee)

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#### APPENDIX A

#### EMPLOYEES HIRED BEFORE 11/1/2011 SALARY SCHEDULE

High School and Middle School Cook Manager

Year	Step 1	Step 2	Step 3	Step 4	
2012-2013	\$25.30	\$26.92	\$28.16	\$29.33	
12-13 "No Pay Day"	\$3.43	\$3.64	\$3.81	\$3.97	
2013-2014	\$25.86	\$27.51	\$28.77	\$29.97	
13-14 "No Pay Day"	\$3.50	\$3.72	\$3.90	\$4.06	
2014-2015	\$26.38	\$28.07	\$29.36	\$30.58	
14-15 "No Pay Day"	\$3.57	\$3.80	\$3.97	\$4.14	

**Elementary Cook Managers** 

Year	Step 1	Step 2	Step 3	Step 4
2012-2013	\$21.02	\$22.60	\$23.87	\$25.02
12-13 "No Pay Day"	\$2.85	\$3.06	\$3.23	\$3.39
2013-2014	\$21.48	\$23.09	\$24.39	\$25.57
13-14 "No Pay Day"	\$2.91	\$3.13	\$3.30	\$3.46
2014-2015	\$21.91	\$23.56	\$24.89	\$26.09
14-15 "No Pay Day"	\$2.97	\$3.19	\$3.37	\$3.53

High School Assistant Cook Manager

Year	Step 1	Step 2	Step 3	Step 4
2012-2013	\$16.93	\$18.01	\$19.16	\$20.81
12-13 "No Pay Day"	\$2.29	\$2.44	\$2.59	\$2.82
2013-2014	\$17.30	\$18.40	\$19.58	\$21.27
13-14 "No Pay Day"	\$2.34	\$2.49	\$2.65	\$2.88
2014-2015	\$17.65	\$18.78	\$19.98	\$21.70
14-15 "No Pay Day"	\$2.39	\$2.54	\$2.71	\$2.94

Full Time Café Workers

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Year	Step 1	Step 2	Step 3	Step 4	
2012-2013	\$13.84	\$14.91	\$16.04	\$17.73	
12-13 "No Pay Day"	\$1.87	\$2.02	\$2.17	\$2.40	
2013-2014	\$14.14	\$15.24	\$16.39	\$18.11	
13-14 "No Pay Day"	\$1.91	\$2.06	\$2.22	\$2.45	
2014-2015	\$14.43	\$15.55	\$16.72	\$18.48	
14-15 "No Pay Day"	\$1.95	\$2.10	\$2.26	\$2.50	

Part Time Café Workers

Year	Step 1	Step 2	Step 3	Step 4		
2012-2013	\$12.59	\$13.56	\$14.59	\$16.13		
12-13 "No Pay Day"	\$0.62	\$0.67	\$0.72	\$0.80		
2013-2014	\$12.87	\$13.86	\$14.91	\$16.48		
13-14 "No Pay Day"	\$0.64	\$0.69	\$0.74	\$0.82		
2014-2015	\$13.13	\$14.14	\$15.21	\$16.81		
14-15 "No Pay Day"	\$0.65	\$0.70	\$0.75	\$0.83		

#### APPENDIX B

#### **EMPLOYEES HIRED ON OR AFTER 11/1/2011**

#### **SALARY SCHEDULE**

#### High School & Middle School Cook Manager

Year	Step 1	Step 2	Step 3	Step 4
2012-2013	\$21.88	\$23.28	\$24.34	\$25.36
2013-2014	\$22.36	\$23.79	\$24.88	\$25.92
2014-2015	\$22.81	\$24.27	\$25,38	\$26.44

**Elementary Cook Managers** 

	Step 1	Step 2	Step 3	Step 4
2012-2013	\$18.17	\$19.54	\$20.64	\$21.63
2013-2014	\$18.57	\$19.96	\$21.09	\$22.11
2014-2015	\$18.95	\$20.37	\$21.52	\$22.55

High School Assistant Cook Manager

	Step 1	Step 2	Step 3	Step 4
2012-2013	\$14.64	\$15.57	\$16.57	\$18.00
2013-2014	\$14.96	\$15.91	\$16.93	\$18.39
2014-2015	\$15.26	\$16.24	\$17.27	\$18.76

#### Full and Part Time Café Workers

Year	Step 1	Step 2	Step 3	Step 4
2012-2013	\$11.97	\$12.89	\$13.87	\$15.33
2013-2014	\$12.23	\$13.17	\$14.17	\$15.66
2014-2015	\$12.48	\$13.44	\$14.46	\$15.98

#### **AGREEMENT**

#### MARSHFIELD SCHOOL COMMITTEE

#### AND

### MARSHFIELD FOOD SERVICE EMPLOYEES ASSOCIATION

(July 1, 2011 – June 30, 2012)

The Marshfield School Committee (hereinafter "the Committee") and the Marshfield Food Service Employees Association (hereinafter "the Association") in consideration of the mutual covenants and promises contained herein, hereby agree to a new Collective Bargaining Agreement covering the period of July 1, 2011 through June 30, 2012, the terms and conditions of which shall be the same as those set forth in the parties' Agreement effective July 1, 2010 through June 30, 2011, except with the following modifications, additions, and deletions only:

- 1. Where appropriate, all dates shall be changed to reflect the duration of the new one (1) year agreement.
- 2. ARTICLE VI SALARIES

Paragraph 6.1 – Change the paragraph to read as follows:

The salaries of all employees covered by this agreement are set forth in Appendix A attached hereto and made a part hereof, reflecting the parties' agreement that Food Service Employees shall receive a stipend equivalent to one-half percent (.5%) effective and retroactive to July 1, 2011.

IN WITNESS WHEREOF, the duly authorized representatives for the Marshfield School Committee and the Marshfield Food Service Employees Association have hereunto set their hands and seals this  $\frac{19\%}{100}$  day of June, 2012.

Marshfield School Committee

Food Services Employees

Kate Tracey, Chaira Marshfield School

orah Brennan, President Marshfield Food Services

Association

### APPENDIX A - EMPLOYEES HIRED BEFORE 11/1/2011

### SALARY SCHEDULE

### High School & Middle School Cock Manager

				<del>,                                      </del>
Year	Step 1	Step 2	Step 3	Step 4
2010-2011	\$21.51	\$22.89	\$23.94	\$24.94

#### **Elementary Cook Managers**

Year	Step 1	Step 2	Step 3	Step 4
2010-2011	\$17.87	\$19.21	\$20,29	\$21.27

### High School Assistant Cook Manager

Year	Step 1	Step 2	Step 3	Step 4
2010-2011	\$14.39	\$15.31	\$16.29	\$17.70

### Full Time Café Workers

Year	Step 1	Step 2	Step 3	Step 4
2010-2011	\$11.77	\$12.68	\$13.64	\$15.07

#### Part Time Café Workers

Year	Step 1	Step 2	Step 3	Step 4
2010-2011	\$11.77	\$12.68	\$13.64	\$15.07
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### <u>APPENDIX B</u>

#### **EMPLOYEES HIRED ON OR AFTER 7/1/2011**

### SALARY SCHEDULE

#### High School & Middle School Cook Manager

Year	Step 1	Step 2	Step 3	Step 4
2011-2012	\$21.51	\$22.89	\$23.94	\$24.94

### **Elementary Cook Managers**

Year	Step 1	Step 2	Step 3	Step 4
2011-2012	\$17.87	\$19.21	\$20.29	\$21.27

### **High School Assistant Cook Manager**

Year	Step 1	Step 2	Step 3	Step 4
2011-2012	\$14.39	\$15.31	\$16.29	\$17.70

### Full and Part Time Café Workers

Year	Step 1	Step 2	Step 3	Step 4
2011-2012	\$11.77	\$12.68	\$13.64	\$15.07