

AGREEMENT
BETWEEN THE
MARBLEHEAD SCHOOL COMMITTEE
AND THE
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES,
LOCAL 2610
COUNCIL 93 AND LOCAL AFL-CIO
(CAFETERIA EMPLOYEES)

September 1, 2021 – August 31, 2024

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AGREEMENT made and entered into this 29th day of April 2015 between the Marblehead School Committee, hereinafter referred to as the “Committee”, and the American Federation of State, County and Municipal Employees, Council 93, and Local AFL-CIO, hereinafter referred to as the “Union.”

**ARTICLE I
PREAMBLE**

It is the intention and purpose of the parties hereto that this Agreement provide an orderly collective bargaining relationship between the Committee and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE II
RECOGNITION**

The Committee recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and other conditions of employment for all Cook Managers, Assistant Cooks, Cafeteria Helpers, Cafeteria Driver and Bookkeeper regularly employed by the Committee in the cafeterias in the Marblehead Public Schools excluding the Director of the School Lunch Program, and all other employees.

The Committee will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition of this Agreement.

**ARTICLE III
UNION DUES**

Employees may tender the membership dues by signing the Authorization of Dues Form. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues, the Committee agrees to deduct union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who shall authorize it by the signing and furnishing to it of such Check-Off of Dues form and remit the aggregate amount to the Treasurer of the Union together with a list of employees for who said dues have been deducted. Such remittance shall be made monthly. The Union will notify the Committee in writing of the name and address of the Treasurer of the Union. In the event of any change, the Union will so notify the Committee.

The Union shall indemnify and save the Committee and/or the Town of Marblehead harmless against any and all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making the deductions and remitting the same to the Union pursuant to the provisions of this Article.

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

ARTICLE IV DISCRIMINATION AND COERCION

The Committee will not discriminate against an employee because of his/her membership in, or lawful activity on behalf of the Union. The Union and its officers and members will not intimidate or coerce employees in exercising their legal right to join or refrain from joining any employee's organization.

ARTICLE V GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance which may arise between the parties hereto shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the meaning or application of any of the provisions of this Agreement.

- STEP 1. The union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance with the Director of the School Lunch Program within five (5) working days of the date of the grievance or of the date the employee first acquired knowledge of its occurrence. Such grievance shall be submitted in writing, shall set forth the facts relied upon, and shall be signed by the grieving employee or Union representative. The Director shall attempt to adjust the matter and shall respond in writing to the Union within six (6) working days after the submission of the grievance to the Director in Step 1.
- STEP 2. If the grievance has not been settled in Step 1, it shall be taken up with the Superintendent or his/her designated representative within five (5) working days after the Director's response is due. Such grievance shall be submitted in writing. The Superintendent or his/her designated representative shall hear and respond to the Union in writing within ten (10) working days after the submission of the grievance to the Superintendent in Step 2.

- STEP 3. If the grievance still remains unresolved, it shall be presented to the Committee within fourteen (14) working days after the response of the Superintendent is due. Such grievance shall be submitted in writing. The Committee shall meet within fifteen (15) working days following receipt of the written grievance. A written reply shall be submitted by the Committee within ten (10) working days from the completion of the meeting.
- STEP 4. If the grievance is still unresolved, either party may, within twenty (20) working days after the reply of the Committee is due, by written notice to the other, submit the grievance to arbitration.

The arbitrator shall be selected and the arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's authority shall be limited to matters involving the interpretation and application of the provisions of this Agreement. The arbitrator may not modify, amend, delete or add to the terms of this Agreement. Within the limits of his/her authority, the decision of the arbitrator, to the extent permitted by law, shall be final and binding. The expenses of such arbitration shall be shared equally by the Committee and the Union.

No employee shall have the right to require arbitration, the right being reserved to the Union and the Committee exclusively.

Failure to present a grievance within or advance it in accordance with any of the time limits specified shall be deemed a waiver of the grievance. Failure of the Director of the School Lunch Program, the Superintendent or the Committee to reply to a grievance within the time limits specified shall constitute a denial of the grievance entitling the grievant to advance to the next step.

The time limits contained herein may be extended by the mutual agreement of the parties in writing.

Grievances involving disciplinary action shall be processed beginning at Step 2.

ARTICLE VI JOB POSTING AND BIDDING

When a permanent vacancy occurs in the bargaining unit and the Committee desires to fill such vacancy, the Committee shall post a notice of such vacancy in each school building and on the bulletin board referred to in Article IX of this Agreement, listing the pay, job description and qualification. The notice of vacancy shall remain posted for seven (7) days. Employees interested in such vacancy shall apply in writing within the seven (7) day period.

Should the Committee advertise said vacancy outside the bargaining unit it is agreed by the Committee that outside applicants shall be considered after bargaining unit applications have been considered.

Seniority with qualifications shall be a factor with the qualifications listed in the next paragraph.

Qualifications as used herein (i.e., with respect to permanent vacancies) shall include such factors as ability, previous training, physical fitness, record of absenteeism and tardiness. Seniority as used herein (i.e., with respect to permanent vacancies) is determined by the length of service in the Marblehead cafeteria system (i.e., "system-wide seniority").

Notwithstanding the aforementioned sentence, seniority for the purposes of current employees being selected to work "events" held at particular school buildings (as opposed to filling a permanent vacancy) will be determined by each employee's years of service within his/her current school building (i.e., "building seniority").

ARTICLE VII HOURS OF WORK AND WORK YEAR

This Article defines the normal work year and shall not be construed as a guarantee of days or weeks of work per year. The normal work year shall consist of 180 days per year. Permanent employees are defined as Cook Manager, Truck Driver, Assistant Cook,, Bookkeeper and Cafeteria Helper. The normal work week of permanent Cook Manager, Baker, Bookkeeper and Truck Driver shall be forty (40) hours. The normal work week of permanent Assistant Cook, shall be thirty-five (35) hours. The normal work week of permanent Cafeteria Helpers shall be as presently constituted.

Any major changes in the above scheduling shall be discussed with the Union prior to implementation.

The Committee retains the right to establish and change for each employee the number of hours in the work day, the starting and quitting times, the number of hours in the work week, and the length of the work year. Cafeteria workers will continue to work during early release days or PD days when specifically requested to do so by the Superintendent, or his/her designee.

Additional days, not to exceed four (4), may be worked each year with the approval of the Superintendent, or his/her designee. Records of time worked by each cafeteria employee shall be kept by the Committee, or its designee, and in the event of a dispute said records will be available for inspection by the Union.

ARTICLE VIII PROBATIONARY PERIOD

Each new employee and each employee hired after a break in service shall be considered as a probationary employee until the employee shall have actually worked ninety (90) full days. Probationary employees may be disciplined, discharged, or otherwise terminated at the sole discretion of the Committee and such action shall not be subject to the grievance and arbitration provisions of this Agreement.

All probationary and permanent employees will be annually evaluated in writing. Advancement to any higher pay rate in the Appendix A Classification and Pay Plan shall not be automatic but shall be granted by the Committee only where there has been a continuation of a high standard of work. The Committee reserves the right to withhold advancement to any higher pay rate from any employee doing unsatisfactory work. Disciplinary action taken against any employee upon expiration of the employee's probationary period shall be subject to a just cause standard.

ARTICLE IX UNION REPRESENTATIVES

A written list of Union representatives shall be furnished to the Committee immediately after their designation and the Union shall notify the Committee of any changes.

The Committee agrees to permit representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO to enter the premises at a mutually agreed upon time for individual discussion of working conditions with employees, provided they do not interfere with the performance of duties assigned to employees.

There will be a bulletin board in each school kitchen at a place mutually agreed upon by cafeteria employees and Administrators.

ARTICLE X TEMPORARY ASSIGNMENT

In the event an employee is temporarily assigned by the Director of the School Lunch Program to perform the duties of a person in a higher rated job and so performs such duties the employee shall receive from the first day, compensation for such service at the job rate of the higher rated job. Such compensation shall continue so long as the employee continues to perform the duties of the higher rated job. It is understood that upon return by the employee to the employee's regular duties, the increase in compensation provided for in this Article shall terminate.

An employee temporarily assigned to a position outside the bargaining unit shall receive a 5% increase in his/her regular job rate. The temporary assignment must be given in writing to the regular employee.

ARTICLE XI SICK LEAVE

Employees will be entitled to up to ten (10) days of sick leave days per school year of employment. Such days, up to the annual maximum, shall accrue at the rate of one day per month of active employment. A full sick day is based on an (8) eight hour day. Part-time is determined as a proportion of 8 hours.

The maximum accumulation of unused sick leave shall be 75 days.

Sick leave may be used when an employee's own illness or injury incapacitates him or her from attending work, and three days per year of an employee's existing sick leave may be used when the employee needs to be absent from work to care for an ill or injured family member.

With respect to an employee's use of sick leave, the Superintendent or his/her designee may require medical certification substantiating said illness or injury of the employee or need for care for the family member.

ARTICLE XII FUNERAL LEAVE

In the event of a death in the employee's immediate family, the employee shall be granted a leave of absence from work, with pay, on all work days falling within the three (3) calendar days commencing the day of death. An additional day with pay may be granted to attend the funeral when outside of New England. To be eligible for leave with pay as provided herein the employee must attend the funeral provided it is conducted within a reasonable distance from the employee's residence.

Immediate family shall mean spouse, child, mother, father, grandchild, mother-in-law, father-in-law, sister, brother, brother-in-law, and sister-in-law, step children, foster children, grandparents, aunts, uncles, nieces and nephews.

ARTICLE XIII JURY DUTY

In the event that an employee is called for jury duty, the employee shall be permitted to be absent from work so to serve and shall be paid for time spent as a juror the difference between the amount the employee received for jury duty (excluding trial allowances or reimbursement of expenses) and the amount the employee would have received had the employee been employed by the Committee during such time, provided the employee was scheduled to work during such time. Jury pay shall be computed on the basis of the employee's base hourly rate and shall be limited to the amount of hours regularly worked per day. To be eligible for the jury duty benefits provided herein, the employee must give the Committee reasonable notice that the employee has been summoned for jury duty, must furnish satisfactory evidence that the employee reported for or performed jury duty during the time for which the employee claims payment and during the period of jury service the employee must report for work on days when the employee's services as a juror are not required. An employee who volunteers (without being summoned) for jury duty will not receive any of the jury duty.

ARTICLE XIV UNIFORM ALLOWANCE

Employees will be responsible for purchasing and wearing proper shoes. The District shall reimburse employees up to \$150 dollars total per year for the purchase of these items. The reimbursement of up to \$150 dollars shall be paid by the District upon proof of purchase with a receipt to the Food Services Director. The District will provide headwear and aprons. Employees will wear dark colored bottoms appropriate for professional service and light colored tops.

**ARTICLE XV
PAY SCHEDULE**

There shall be attached to and considered part of this Agreement pay schedules marked "Appendix A." Employees shall be compensated in accordance with said schedule.

Upon being hired, an employee shall be placed on Step 1 of the pay schedule contained in Appendix A. Each December 1st following the employee reaching his/her anniversary date, the employee (subject to Article VIII) may advance to the next Step on the pay schedule of Appendix A until he/she reaches Step 5. For example, if an employee was hired on September 1, 2014, that employee was placed on Step 1 to start. On September 1, 2015, that employee would remain on Step 1. On December 1, 2015, that employee would be eligible to move to Step 2, on December 1, 2016, that employee would be eligible to move to Step 3, on December 1, 2017, that employee would be eligible to move to Step 4, and on December 1, 2018, that employee would be eligible to move to Step 5.

The Parties agree that effective September 1, 2015, the District shall implement mandatory direct deposit for all bargaining units.

**ARTICLE XVI
HOLIDAYS**

Employees shall receive one day's pay for the following holidays: Columbus Day, Thanksgiving and the day after Thanksgiving, Christmas Day, New Year's Day, Good Friday and Memorial Day. Effective the 2003-2004 school year, Veterans' Day and Martin Luther King Junior's Birthday shall be paid holidays.

In the event school were to be scheduled on any of the listed holidays, a different day will be given as the holiday.

In the event an employee's work year starts before Labor Day, Labor Day shall be added as a holiday for that year.

**ARTICLE XVII
VACATIONS**

Employees are entitled to be paid for vacation time (as opposed to take time off from work) based on their years of service completed as of December 1st of each year. Employees will be paid for vacation time during scheduled school year vacation breaks, excluding summer vacation.

Employees who have completed at least three years of service as of December 1st will be paid one week (5 work days) of vacation time during that school year.

Employees who have completed at least six years of service as of December 1st will be paid two weeks (10 work days) of vacation time during that school year.

Employees who have completed at least ten years of service as of December 1st will be paid three weeks (15 work days) of vacation time during that school year.

For example, if an employee was hired on September 1, 2012, that employee would complete three full years of service on September 1, 2015. On December 1, 2015, that employee would be entitled to be paid for one week of vacation time during that school year, on December 1, 2018, that employee's vacation entitlement would increase to pay for two weeks of vacation time during that school year, and on December 1, 2022, that employee's vacation entitlement would increase to pay for three weeks of vacation time during that school year.

ARTICLE XVIII INSURANCE PROTECTION

Article XVI was deleted as of June 30, 2012.

ARTICLE XIX MANAGEMENT

The listing of the following specific rights of management in this Article is not intended to be nor shall be considered restrictive of or as a waiver of any rights of the Committee listed herein. Such managerial responsibilities shall remain exclusively with the Committee, or its designee, except as they may be modified by the specific provisions of this Agreement.

Among such management responsibilities as are vested exclusively in the Committee, or its designee, are the following: the right to hire, promote, transfer, assign and retain employees in positions with the Committee, to suspend, demote, discharge or take other disciplinary action against employees for just cause, to evaluate employees, to determine the hourly, daily and weekly and yearly schedules of employment, to relieve employees from duty because of lack of work or other legitimate reasons, to make, administer and enforce work rules and regulations, to determine the method, means and personnel by which the Committee operations are to be conducted and to take whatever action may be necessary to carry out the work of the Committee in situations of emergency.

Any of the rights, powers and authorities which the Committee had prior to entering this collective bargaining agreement are retained by the Committee, except as specifically modified by this Agreement.

Nothing contained in the Agreement is to be construed as in any way granting or waiving rights or responsibilities of the Committee which may not be granted or waived by the Committee under the statutes of the Commonwealth of Massachusetts or any applicable Town Ordinance.

**ARTICLE XX
VALIDITY OF AGREEMENT**

Should any provisions 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.

**ARTICLE XXI
STRIKES**

- SECTION 1. There shall be no strikes, walkouts, stoppages or suspensions of work boycotts, sitdowns, picketing or any other interference with the Committee's operations whether directly or sympathetic. No officer, agent or representative of the Union shall authorize, approve, ratify or condone any of the activities herein prohibited and no employee will instigate, promote, sponsor, engage in or condone any of the activities herein prohibited.
- SECTION 2. The Union, its officers, agents and representatives, shall make every reasonable effort in good faith to prevent or terminate any action in violation of Section 1 of this Article.
- SECTION 3. The Committee may impose any disciplinary action, including discharge upon any or all of the employees involved in a violation of Section 1. Such action by the Committee shall not be subject to the grievance and arbitration provisions of this Agreement except as to the questions of whether or not such violation in fact occurred and whether or not the employees who were disciplined in fact instigated, sponsored, engaged in, or condoned any of the activities therein prohibited.

**ARTICLE XXII
EFFECT OF AGREEMENT**

- SECTION 1. This instrument constitutes the entire agreement of the Committee and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.
- SECTION 2. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION 3. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

SECTION 4. No provision of this Agreement shall be retroactive prior to the effective date of this Agreement unless otherwise specifically stated herein.

ARTICLE XXIII MISCELLANEOUS PROVISIONS

- (1) The Union acknowledges that the Committee has fulfilled its bargaining obligations with regard to the drug policy attached hereto as Appendix B.
No challenge shall be made with regard to the adoption and implementation of said policy by the Committee/Administration.
- (2) The parties acknowledge that the Educational Reform Act of 1993 necessitates certain changes in the provisions of this Agreement.

The parties agree to work together to update the contract language (e.g., amend language so it is consistent with the Education Reform Act and delete outdated language).

Pending the language being updated, the following shall be applicable:

The language of this Agreement shall be interpreted subject to and in conformity with the Education Reform Act of 1993 and any provision of this Agreement inconsistent with the Education Reform Act shall be deemed amended so as to be in compliance with such Act.

- (3) In the event school is cancelled due to inclement weather after an employee has reported to work, if the employee is then sent home prior to the completion of three hours of work, he/she shall be paid for three (3) hours at his/her straight hourly tie rate.
- (4) Employees shall be entitled to two (2) personal day per contract year. Days immediately preceding or following vacation or holidays shall not be used as personal days. Exceptions can be granted by the Superintendent following a written request.

**ARTICLE XXIV
JOINT LABOR/MANAGEMENT COMMITTEE**

For each of the three years of this agreement, there will be a Joint Labor/Management Team comprised of an equal number of head cooks and management employees to recommend and implement agreed upon cost savings measures on/before August 15 of each year prior to the start of each work year during this three year agreement.


**ARTICLE XXV
DURATION AND RENEWAL**

This Agreement shall become effective commencing September 1, 2021, except as otherwise provided herein, and shall continue in full force and effect until August 31, 2024. The Agreement may only be extended by mutual agreement of the parties in writing. Negotiations for a successor agreement shall begin no later than thirty (30) days, but in no event earlier than January 15, 2023, after written notice by either party of its desire to commence negotiations for a successor agreement. The Committee and the Union, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor agreement.

Signed and sealed this 23 day of September 2021


By: _____

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 2610 COUNCIL 93 AND
LOCAL AFL-CIO (CAFETERIA EMPLOYEES)


By: _____

MARBLEHEAD SCHOOL COMMITTEE

APPENDIX A

Cafe Pay Rates 2021-2024

2021-2022 SCHOOL YEAR (0% Day 1) (SOY through 89th day of school)								
		STEP						
		1	2	3	4	5	6	
GROUP	1	Cook Manager	18.46	19.25	20.12	20.74	21.34	21.97
	2	Baker / Bookkeeper	17.14	17.91	18.81	19.39	19.98	20.57
	3	Asst Cook / Baker	14.40	15.05	15.85	16.33	16.82	17.32
	4	Truck Driver	16.35	17.03	17.83	18.36	18.93	19.48
	5	Asst Truck Driver	13.91	14.57	15.18	15.62	16.09	16.57
	6	Cafeteria Worker / Helper	13.36	14.03	14.67	15.11	15.55	16.03

2021-2022 SCHOOL YEAR (1% Day 90)								
		STEP						
		1	2	3	4	5	6	
GROUP	1	Cook Manager	18.64	19.44	20.32	20.95	21.55	22.19
	2	Baker / Bookkeeper	17.31	18.09	19.00	19.58	20.18	20.78
	3	Asst Cook / Baker	14.54	15.20	16.01	16.49	16.99	17.49
	4	Truck Driver	16.51	17.20	18.01	18.54	19.12	19.67
	5	Asst Truck Driver	14.05	14.72	15.33	15.78	16.25	16.74
	6	Cafeteria Worker / Helper	13.49	14.17	14.82	15.26	15.71	16.19

2022-2023 SCHOOL YEAR (1% Day 1)								
		STEP						
		1	2	3	4	5	6	
GROUP	1	Cook Manager	18.83	19.64	20.52	21.16	21.77	22.41
	2	Baker / Bookkeeper	17.48	18.27	19.19	19.78	20.38	20.98
	3	Asst Cook / Baker	14.69	15.35	16.17	16.66	17.16	17.67
	4	Truck Driver	16.68	17.37	18.19	18.73	19.31	19.87
	5	Asst Truck Driver	14.19	14.86	15.49	15.93	16.41	16.90
	6	Cafeteria Worker / Helper	13.63	14.31	14.96	15.41	15.86	16.35

2022-2023 SCHOOL YEAR (1% Day 90)								
		STEP						
		1	2	3	4	5	6	
GROUP	1	Cook Manager	19.02	19.83	20.73	21.37	21.99	22.64
	2	Baker / Bookkeeper	17.66	18.45	19.38	19.98	20.59	21.19
	3	Asst Cook / Baker	14.84	15.51	16.33	16.82	17.33	17.84
	4	Truck Driver	16.85	17.55	18.37	18.92	19.50	20.07
	5	Asst Truck Driver	14.33	15.01	15.64	16.09	16.58	17.07
	6	Cafeteria Worker / Helper	13.76	14.46	15.11	15.57	16.02	16.52

2023-2024 SCHOOL YEAR (2% for Entire School Year)								
		STEP						
		1	2	3	4	5	6	
GROUP	1	Cook Manager	19.40	20.23	21.14	21.80	22.43	23.09
	2	Baker / Bookkeeper	18.01	18.82	19.77	20.38	21.00	21.62
	3	Asst Cook / Baker	15.13	15.82	16.66	17.16	17.68	18.20
	4	Truck Driver	17.18	17.90	18.74	19.29	19.89	20.47
	5	Asst Truck Driver	14.62	15.31	15.95	16.42	16.91	17.41
	6	Cafeteria Worker / Helper	14.04	14.74	15.42	15.88	16.34	16.85

2. ELIGIBILITY (Steps 5 and 6)

- a) Employees are eligible (subject to Article VIII) for advancement to Step 5 (formerly step 6) on the December 1st following completion of seven (7) years of continuous service.
- b) Employees are eligible (subject to Article VIII) for advancement to Step 6 (formerly step 7) on the December 1st following completion of ten (10) years of continuous service.

3. OTHER COMPENSATION

Compensation for events sponsored by organizations other than the Marblehead School Department: \$40/hour. Assignment governed by Article VI.

* Effective with the 2021-2022 school year, step 1 has been eliminated, and steps 2-7 have been renamed steps 1-6

DRUG-FREE WORKPLACE POLICY

The School District will provide a drug-free workplace and certifies that it will:

1. Notify all employees in writing that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, is prohibited in the District's workplace, and specify the actions that will be taken against employees for violation of such prohibitions.
2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the District's policy of maintaining a drug-free workplace; and available drug counseling, rehabilitation, and employee assistance programs; and the penalty that may be imposed on employees for drug abuse violations occurring in the workplace.
3. Make it a requirement that each employee whose employment is funded by a federal grant be given a copy of the statement as required.
4. Notify the employee in the required statement that as a condition of employment under the grant, the employee will abide by the terms of the statement, and will notify the District of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
5. Notify the federal agency within ten days after receiving notice from an employee or otherwise receiving notice of such conviction.
6. Take one of the following actions within 30 days of receiving notice with respect to any employee who is so convicted; take appropriate personnel action against such an employee, up to and including termination; or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health law enforcement, or other appropriate agency.
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all the provisions of this policy.

LEGAL REFS.: The Drug-Free Workplace Act of 1988

CROSS REFS.: IHAMB, Teaching about Alcohol, Tobacco, and Drugs
JICH, Drug and Alcohol Use by Students

SOURCE MASC/Marblehead