

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE NORTH ATTLEBOROUGH SCHOOL DISTRICT

AND

THE NORTH ATTLEBORO FEDERATION OF TEACHERS LOCAL 4292, AFTMA, AFL-CIO, CAFETERIA EMPLOYEE UNIT

SEPTEMBER 1, 2013 TO AUGUST 31, 2016

*** NORTH ATTLEBOROUGH SCHOOL COMMITTEE *** NEGOTIATION SUB-COMMITTEE KEVIN O'DONNELL

*** NORTH ATTLEBORO FEDERATION OF TEACHERS ***
LOCAL 4292, AFTMA, AFL-CIO
CAFETERIA EMPLOYEE UNIT

NEGOTIATION SUB-COMMITTEE

ALICIA MORIARTY: CHAIRPERSON

JOANNE LAVIN

KAREN LE BEAU

SCHOOL COMMITTEE CHAIRPERSON: ARTHUR POIRIER
SUPERINTENDENT OF SCHOOLS: SUZAN B. CULLEN
FEDERATION PRESIDENT: NICOLE REMINDER

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PREAMBLE

This Agreement entered into by the North Attleborough School Committee, hereinafter referred to as the Employer, and North Attleborough Cafeteria Employees, members of the North Attleborough Federation of Teachers (NAFT) Local 4292, AFTMA, AFL-CIO, hereinafter referred to as the Employee, has as its purpose the promotion of harmonious relations between the Employer and the Employee, the establishment of an equitable and peaceful procedure for the resolution differences; and the establishment of rates of pay, hours of work and other conditions of employment.

I. MANAGEMENT RIGHTS

- 1. The School District is established by law with certain powers provided by the laws of the Commonwealth of Massachusetts and nothing in the Agreement shall be deemed to derogate from or impair any power or right conferred upon the School District by law.
- 2. The School District retains all the powers and rights that is has by law to manage all of the employees of the School District and shall, subject to the provisions of the Agreement, exercise such rights at its discretion through the Superintendent, or his designee. Such rights shall include but not be limited to: the right to direct said employees in the performance of their duties; to hire, discharge or take other disciplinary action against employees, provided any such action shall not be taken without just cause; to lay off employees because of lack of work; to prescribe a uniform dress to be worn by such employees; to establish and require employees to observe rules and regulations not inconsistent with the provisions of this Agreement; to maintain the efficiency of the operations of said employees; to determine the methods, means and personnel by which such operations are to be conducted, and to take whatever actions may be necessary to carry out its mission in emergency situations.

II. NO STRIKE CLAUSE

For the duration of this Agreement, the Employees agree that they shall not conduct, induce, or encourage any strike, work stoppage, or withholding of services, or engage in any other direct interference with the operation of the School District.

III. GRIEVANCE PROCEDURE

Any grievance or dispute that may arise between the parties, concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

<u>Informal Level</u>: The employee and/or the union shall bring any grievance or dispute to the attention of the Food Services Director verbally before entering Level 1 of the formal grievance procedure. The parties shall discuss the alleged violation(s) and attempt to adjust the matter at this level within three (3) working days.

<u>Level 1</u>: The employee shall take up the grievance or dispute in writing with the Food Services Director. The grievance must cite the specific article(s) alleged to have been violated and why. The Food Services Director shall attempt to adjust the matter and shall respond to the employee within three (3) working days.

<u>Level 2</u>: If the grievance has not been settled, it shall be presented in writing to the Principal, or his designee. The principal shall attempt to adjust the matter and shall respond to the employee within three (3) working days.

<u>Level 3</u>: If the grievance has not been settled, it shall be presented in writing to the Superintendent of Schools, or his designee. The Superintendent, or his designee shall respond to the employee in writing within ten (10) working days.

<u>Level 4</u>: If the grievance is not satisfactorily resolved at Step 3 above, the Union may request that the grievance be referred to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices and rules. Notice to the School Committee of intention to file for arbitration shall be provided no later than thirty (30) days following the final response in Step 3 above.

IV. SENIORITY

The length of service of the employee in the North Attleborough school system shall determine the seniority of the employee.

The principal of seniority shall be considered in the following cases: promotion, increase and decrease of the work force, layoff and recall.

V. JOB POSTING AND BIDDING

A vacancy is an opening caused by promotion, death, retirement, resignation, transfer, termination or the availability of a new position.

When a position covered by this Agreement becomes vacant, such vacancy shall remain posted for five (5) days in each school office, in each school kitchen, in the Superintendent's Office and in the Food Service Director's Office. The Superintendent shall also provide notice to the Chairperson of this employee group when positions become available and when positions are filled. Employees interested shall apply in writing within five (5) day period. Within fifteen (15)calendar days of the expiration of the posting period, the employer shall award the position to the senior best-qualified applicant.

The employer may fill the position from outside the bargaining unit, if at the end of the posting period; there are no qualified applicants.

Each new employee shall serve a probationary period of sixty (60) calendar days before achieving appointment.

VI. HOURS OF WORK, TOURS OF DUTY AND DAYS OFF

Bargaining unit employees shall work the one (1) day before the students' scheduled arrival date for purposes of preparing the kitchens for the first day of school.

In the event the Employer wishes bargaining unit employees to attend training/professional development that must be conducted before the start of the school year, the Employer shall do the following:

- a. Notify bargaining unit employees in writing by the last day of the school year the date and time for training/professional development.
- b. Such training/professional development session shall not exceed six (6) hours including a paid lunch break.
- c. The training/professional development session shall not be scheduled on the Friday, Saturday, Sunday before Labor Day or Monday Labor Day.

The end of the work year shall be on the last day of the academic year.

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. Each employee shall be scheduled to work a shift with regular starting and quitting times as needed by the School Lunch Program.

When school is cancelled due to inclement weather, cafeteria workers need not report. A delay in the opening of school however should not be viewed as an automatic delay in the start of the workday for cafeteria workers. During delayed openings due to inclement weather, cafeteria workers are expected to report to work at their normal time or as soon as it is safe to do so.

VII. REST PERIODS

The workday shall provide a 15-minute rest period for every three (3) hours an employee works.

VIII. OVERTIME

Employees covered by this Agreement shall be paid overtime at the rate of one and one half times their regular rate of pay for work in excess of seven (7) hours in any one day.

Any employee called back to work on the same day after having completed their assigned work and left their place of employment and before their next regular scheduled starting time shall be paid at the rate of time and one half for all hours worked on recall. The employee will be guaranteed a minimum of two (2) hours pay at time and one half.

Overtime shall be equally and impartially distributed among personnel in each school who ordinarily perform such related work in the normal course of their workweek. When in cases of extreme emergencies it is necessary to call in personnel from other schools to aid and assist, the personnel from areas other than the area which normally performs such related work shall be released from their duties first when the work load lessens. Overtime shall be voluntary except in an emergency as determined by the School Food Service Director or Superintendent of Schools.

IX. HOLIDAYS

The following shall be paid holidays regardless of the day of the week they fall on:

Labor Day, Columbus Day, Veterans' Day, Thanksgiving, Day after Thanksgiving, Day before Christmas, Christmas Day, New Year's Day, Day before New Year's, Martin Luther King Day, President's Day, Good Friday, Patriots Day, Memorial Day

An employee must work the workday before and the workday after the above holidays to receive pay for that holiday, except that employee's use of a funeral leave day and/or a jury duty day the day before or the day after a holiday shall not result in any loss of holiday pay.

Bargaining unit employees who get approval from the Superintendent of Schools for the use of a personal day the day before or after a holiday shall suffer no loss of holiday. This section shall be in conformance with the provisions of Article 13 paragraph 3. No more than four (4) employees shall be granted personal days to extend a weekend, school vacation, or holiday at any one given time.

X. SICK LEAVE AND SICK BANK

- 1. Each employee shall be credited with sick leave at the rate of one and one half (1 1/2) days for each month of service at the conclusion of each month. An annual accounting of each employee's accrued sick leave shall be provided to each employee by December 1 of each school year.
- Effective September 1, 2004 sick leave shall be accumulated to 95 days. Effective September 1, 2005 sick leave shall be accumulated to 100 days. Effective September 1, 2006 sick leave shall be accumulated to 105 days.
- 3. Any present employee changed from half time duty to full time duty can have the number of sick leave hours so accumulated rolled forward into the new position.
- 4. The Superintendent or his designee may request verification from a physician for any sick leave that extends beyond five (5) consecutive work days.
- 5. In the case of absence due to an industrial accident, the employer agrees to make up the difference between their regular wages and the amount received from Workman's Compensation. Such difference shall be charged to sick leave.
- 6. Up to seven (7) days sick leave may be used each year for illness of an immediate family member, member of the household or any person for whom the employee is responsible for providing primary care. Immediate family is defined for the purpose of this article as child, grandchild, spouse, mother, father, mother-in-law, member of the household and/or a person for whom the employee has primary care responsibilities.
- 7. A sick leave bank shall be for use by a participating member whose sick leave is exhausted through prolonged illness. (A prolonged illness shall be one, which has caused absence of more than fifteen (15) consecutive days.) Any personal or compensatory days must be used by the participating member before one is eligible to draw upon the sick leave bank. The sick leave bank shall be non-accumulating in that its benefits beyond a residual number of fifty (50) days, and once reached, shall expire at the end of each contract year.
 - a. To be eligible for sick leave bank days, the applicant must be a cafeteria employee and must have contributed at least one (1) sick leave day prior to application.
 - b. Application for benefits shall be in writing in the form of a letter to the Superintendent of Schools accompanied by a doctor's certificate as the illness and the anticipated extent of recovery time for the illness.

c. Effective September 1, 2004, the initial grant of days from the sick leave bank will cover up to twenty-two (22) working days of any one prolonged illness and the grant will end on the last workday of the contract year in which the prolonged illness began. Consideration will be given for additional days beyond the twenty-two (22) in the event that the prolonged illness continues.

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Effective September 1, 2005 – twenty-three (23) working days Effective September 1, 2006 – twenty-four (24) working days
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Effective September 1, 2004, in no instance shall more than one (1) additional grant coupled with the initial grant exceed forty-four (44) days for that individual in any one-contract year. If in such instance of extended benefit award the sick leave bank is exhausted, it may be replenished by the contribution of one (1) additional day of sick leave by each participating member.

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Effective September 1, 2005 – forty-six (46) days
Effective September 1, 2006 – forty-eight (48) days
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Whereas there shall be no limit on the number of participating members who may access the sick leave bank in a contract year, the contribution to the sick leave bank by participating members in that contract year shall be limited to three (3) days.

- d. The sick leave bank will be administrated by a Sick Leave Committee comprised of four (4) members: One (1) School Committee member, The Superintendent of Schools or his designee and two (2) Cafeteria Employees.
- e. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.
- f. No days may be withdrawn from the sick leave bank for use for other than prolonged illness. Days may not be withdrawn to permit the individual to be absent to care for other members of the applicant's family.

XI. MEALS

All employees shall be given a free lunch consisting of items from the daily student menu. A-la-carte, specialty items, vending machine items/beverages are excluded. A non-paid meal period of fifteen minutes shall be granted to all employees at the close of the day, unless otherwise scheduled by the employer.

XII. FUNERAL LEAVE

In the event of a death in the immediate family of an employee, the employee will be granted leave with pay in the amount of four (4) working days, and such leave shall not be charged to sick leave.

The immediate family shall mean the husband, wife, child, stepchild, parent, stepparent, grandchild, brother, stepbrother, sister, stepsister, parent-in-law, and grandparents.

In the event of a death of an employee's sister-in-law, brother-in-law, the employee will be granted leave with pay in the amount of two (2) working days, and such leave shall not be charged to sick leave.

XIII. PERSONAL LEAVE

Employees shall be granted time off for which they will be paid at their normal rate to conduct personal business. Such personal leave shall not exceed three (3) days in any one school year.

Personal leave shall not be accumulated. Application to the Superintendent, or his designee, for personal leave will be made at least seventy-two (72) hours before taking such leave, except in cases of emergencies.

Requests for personal days on the day immediately before or after a holiday or vacation must be on the appropriate leave forms and must be accompanied by a letter stating the specific reason for the request and must be submitted directly to the

Superintendent of Schools. Bargaining unit employees shall be required to submit requests for personal days to be used in the month of June by the end of business the business day preceding Memorial Day.

No more than four (4) employees may take personal leave days on weekends at any one time throughout the district and no more than one (1) employee from any one (1) school in the District will be allowed to take said leave during the same time period unless the Superintendent of Schools approves personal leave days over the maximum number agreed.

Unused personal leave days will be converted to sick days and added to the employee's sick leave day accumulation for the next School year.

XIV. UNPAID LEAVE OF ABSENCE

Unpaid leave of absence may be granted to an employee covered under this Agreement based on the following terms and conditions:

- 1. Each employee is eligible to take up to five (5) days of unpaid leave of absence per contract year.
- 2. No more than four (4) employees may take unpaid leave at any one time throughout the district and no more than one (1) employee from any school in the District will be allowed to take said leave during the same time period.
- 3. In instances whereby more than four (4) employees district-wide or more than one (1) employee from any one (1) school desire the same period off, seniority shall prevail in determining the award of this leave time.
- 4. Employees are required to notify the Director of Food Services at least two (2) weeks in advance of the start of the unpaid leave period except in an emergency situation and shall also be required to arrange a substitute employee to fill the vacant position.
- 5. The Superintendent of Schools may grant additional unpaid leave to an employee based upon an exceptional or emergency situation. The employee must submit in writing to the Superintendent the reason(s) for said request. The decision of the Superintendent is final and binding.

XV. <u>JURY PAY</u>

The employer agrees to make up the difference in an employee's wages between a normal week's wage and compensation received for jury duty.

XVI. UNIFORMS

- 1. A one-hundred dollar (\$100.00) uniform allowance will be established at the start of a school year for purchase of uniforms and/or footwear as prescribed by the Director of Food Services for part-time employees. Full time employees (those who work a minimum of six {6} hours per day) will be given an additional twenty dollars (\$20.00), for a total of one hundred twenty dollars (\$120.00) per year. Employees who leave before the conclusion of the school year will have a prorated amount of this allowance deducted from their final pay. (Example: X works September-December, 4 months or 40% of the school year, 60% not worked. \$100.00 X 60% = \$60.00.) Receipts for reimbursement must be submitted prior to January 31st of each school year. The School District shall issue an annual reminder of the January 31st date before the Christmas/New Year holiday break.
- 2. Shirts The Food Service Department will pay for the purchase of two (2) uniform shirts per worker annually for use in the cafeterias.
- 3. Itemized receipts that may contain non-reimbursable items shall be acceptable for reimbursement. Items on the receipt being submitted for reimbursement will be circled.
- 4. The Employer shall accept receipts for reimbursement until April 30.
- 5. Effective September 1, 2014, the Food Service Department will pay for the purchase of five (5) uniform shirts per worker annually for use in the cafeterias.

XVII. HEALTH AND WELFARE

It is agreed that should any changes occur in the status affecting health and welfare plans, the Agreement will be immediately reopened for negotiations on this subject.

XVIII. PAY GRADE

An employee who substitutes for an absent employee will receive for each day of substituting from the first day the step wage in the absent employee's classification (e.g. "Baker") which provides the employee with an increase in wages over their regular rate.

XIX. WAGES/LONGEVITY

The compensation of each employee shall conform to the wage schedules and the effective date thereof set forth in the salary schedule.

Each employee shall be placed at the proper step on the wage schedule for the position in which they are employed in accordance with the number of years of their continuous employment by the School District. Each such employee shall on each anniversary date of their employment by the School District receive step increases successively to the next higher rate within the wage schedule.

The longevity schedule shall be as follows:

10-14	years	\$200
	years	\$225
	1 years	\$250
25	•	\$275

Effective September 1, 2014, longevity payments shall be increased to the following amounts:

10 years	\$220
15 years	\$250
20 years	\$300

XX. MISCELLANEOUS PROVISIONS

- 1. Bulletin board announcements shall be posted in conspicuous places in each kitchen. Parties to this Agreement, both of who may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
- 2. Should any provision(s) of this Agreement be found to be in violation of any federal or state law or by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.
- 3. Non-Discrimination: The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such persons shall receive the full protection of this Agreement.
- 4. In the event that a school building is closed by the Superintendent for emergency purposes for reasons other that curriculum or parent conference days, the employee will have the option of working that day at regularly assigned school or assigned to another school if deemed necessary by the Director of Food Service, or not working and not being paid, or may take a personal day.
- 5. Cafeteria employees shall be paid a normal workday's pay for each day that the school is closed for inclement weather up to a total of four (4) days per year. Effective September 1, 2014 through August 31, 2016 there shall be a freeze in paid snow days for bargaining unit employees.
- 6. Maternity Leave: With the birth or adoption of a child, a maternity leave of absence without pay up to five (5) months will be granted a pregnant member of the cafeteria staff provided the employee has completed more than ninety (90) days of service in the North Attleborough lunchrooms. Written notice must be given at least four (4) weeks in advance.

In subsequent months, an employee may be required to furnish further medical certification and at the end of the seventh month of pregnancy, the employee must submit a written statement from her physician indicating how long she may safely continue her active employment prior to the expected date of her confinement; and provided further that an employee may be required to begin her leave under this Article if the Food Service Director determines that she is not adequately performing the duties of her position or there are reasons of personal medical safety warranting commencement of the leave.

An employee who is on maternity leave shall not be entitled to accrue paid sick leave during the period of such leave, except as provided by law. An employee shall not advance a step on the salary schedule if her absence under maternity leave exceeds one half of the workdays in the ten (10) month period following commencement of her leave. An employee returning from an unpaid leave will be entitled to a like position and she will retain the seniority held at the time leave was effective.

This provision is in accordance with Massachusetts General Law, Chapter 151B, Section 4 (1) and Chapter 149, Section 105D.

7. The Federation shall certify to the School District all payroll deductions to be made for the payment of dues and or applicable fees to the Federation, from the wages of employees. Then, upon receipt of proper, written authorization from the employees, the School District shall certify said deductions to the North Attleborough Town Treasurer/Payroll Department.

XXI. AGENCY FEE

- A. The Committee agrees to require, as a condition of employment during the life of this collective bargaining agreement that all employees covered by this collective bargaining agreement, except those who are certified by the Federation to the School Committee to be members of the Federation, pay an Agency Service Fee to the Federation. Said fee shall be due and payable on the thirtieth day following the beginning of such employment or thirty days after the effective date of this Agreement, whichever is later, except that the employee may elect to make such payment by lump sum payment or in equal installments by dues deduction throughout the term of the employee's contract year. The amount of said Agency Service Fee shall be set in conformance with M.G.L. c. 150E, s.12. Said amount shall be certified annually by the Federation to the School Committee, not later than September 30 of each contract year. Upon request by the Federation, the School Committee shall initiate termination, subject to the provisions of M.G.L. c. 150E, of any employee who has not paid the certified Agency Service Fee in accordance with this provision.
- B. Notwithstanding the foregoing, the School Committee shall not require the payment of said Agency Service fee by any employee who has filed a charge challenging the amount or validity of said Agency Service fee with the Massachusetts Labor Relations Commission during the pendency of said challenge or of any litigation contesting the determination of said Commission.
- C. North Attleborough Federation of Teachers, for itself and as agent for the Massachusetts Federation of Teachers, herby indemnifies and holds the School Committee harmless against any damages, losses, costs, attorneys fees, or other expense or claims, charges, complaints, suits, or other actions of any kind that may be initiated in response to action taken at the Federation's request, whether or not any formal administrative or judicial proceeding is actually commenced, against the School Committee relative to said Agency Service Fee. The School Committee shall notify the Federation within 14 calendar days of any such claim, charge, complaint, suit or other action of any kind; any failure to do so shall nullify the Federation's indemnification obligation hereunder.
- D. Notwithstanding anything in this contract to the contrary, any employee who is employed by the North Attleborough School District and who is not a member of the North Attleborough Federation of Teachers on the said date of the execution of the 1999-2000 Collective Bargaining Agreement between the North Attleborough School Committee and the North Attleborough Federation of Teachers, Cafeteria Unit shall be exempt from the requirements of this article.

XXII. WAGES

- 1. Effective upon execution of the agreement Change title of Satellite Head to Satellite Manger. Reclassify to Asst. Manager of High School/Middle School pay scale. Remove the Satellite Head pay scale.
- Effective and retroactive to February 1, 2014, the rates of pay for all bargaining unit employees shall be increased by one and one half percent (1.50%).
- 3. Effective September 1, 2014, the rates of pay for all bargaining unit employees shall be increased by one percent (1.00%).

- 4. Effective February 1, 2015, the rates of pay for all bargaining unit employees shall be increased by one percent (1.00%).
- 5. The parties agree to reopen the collective bargaining agreement to negotiate a wage increase for the third year of the agreement. Negotiations shall be exclusively limited to general wage increases.

XXIII. DURATION

This Agreement is effective September 1, 2013 through August 31, 2016 and shall continue in full force and effect until a successor Agreement is executed.

For the School Committee:	Mille Reminder
Date: 4 9 2014	Date: 9/18/14

North Attleborough Public Schools Cafeteria Unit Salary Schedule

Cafeteria - FY 2014 (effective September 1, 2013)

<u>Job Title</u> Manager - High School	<u>Step 1</u> 15.42	<u>Step 2</u> 15.82	<u>Step 3</u> 16.19	Step 4 16.57	<u>Step 5</u> 18.05
Manager - Middle School	15.42	15.82	16.19	16.57	18.05
Manager - Elementary	14.69	15.17	15.42	15.82	17.25
Assistant Manager HS/MS Satellite Manager (eff 5-5-14)	12.94	13.20	13.52	13.80	15.07
High School Head Cashier Middle School Head Cashier	12.17	12.52	12.80	13.05	14.15
Baker - Community	12.66	12.97	13.27	13.58	14.87
Helpers - All Schools	11.44	11.79	12.07	12.32	13.13

Cafeteria - FY 2014 (effective February 1, 2014)

<u>Job Title</u> Manager - High School	<u>Step 1</u> 15.65	<u>Step 2</u> 16.06	<u>Step 3</u> 16.43	<u>Step 4</u> 16.82	<u>Step 5</u> 18.32
Manager - Middle School	15.65	16.06	16.43	16.82	18.32
Manager - Elementary	14.91	15.40	15.65	16.06	17.51
Assistant Manager HS/MS Satellite Manager (eff 5-5-14)	13.13	13.40	13.72	14.01	15.30
High School Head Cashier Middle School Head Cashier	12.35	12.71	12.99	13.25	14.36
Baker - Community	12.85	13.16	13.47	13.78	15.09
Helpers - All Schools	11.61	11.97	12.25	12.50	13.33

North Attleborough Public Schools Cafeteria Unit Salary Schedule

Cafeteria - FY 2015 (effective September 1, 2014)

<u>Job Title</u> Manager - High School	<u>Step 1</u> 15.81	Step 2 16.22	<u>Step 3</u> 16.59	<u>Step 4</u> 16.99	<u>Step 5</u> 18.50
Manager - Middle School	15.81	16.22	16.59	16.99	18.50
Manager - Elementary	15.06	15.55	15.81	16.22	17.69
Assistant Manager HS/MS Satellite Manager	13.26	13.53	13.86	14.15	15.45
High School Head Cashier Middle School Head Cashier	12.47	12.84	13.12	13.38	14.50
Baker - Community	12.98	13.29	13.60	13.92	15.24
Helpers - All Schools	11.73	12.09	12.37	12.63	13.46

Cafeteria - FY 2015 (effective February 1, 2015)

<u>Job Title</u> Manager - High School	<u>Step 1</u> 15.97	<u>Step 2</u> 16.38	<u>Step 3</u> 16.76	<u>Step 4</u> 17.16	<u>Step 5</u> 18.69
Manager - Middle School	15.97	16.38	16.76	17.16	18.69
Manager - Elementary	15.21	15.71	15.97	16.38	17.87
Assistant Manager HS/MS Satellite Manager	13.39	13.67	14.00	14.29	15.60
High School Head Cashier Middle School Head Cashier	12.59	12.97	13.25	13.51	14.65
Baker - Community	13.11	13.42	13.74	14.06	15.39
Helpers - All Schools	11.85	12.21	12.49	12.76	13.59