



**AGREEMENT BETWEEN**  
**THE DEDHAM SCHOOL COMMITTEE**  
**AND THE**  
**DEDHAM EDUCATION ASSOCIATION**

**CAFETERIA WORKERS**  
**September 1, 2019 - August 31, 2022**

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## **ARTICLE I - RECOGNITION**

1.1 For purposes of collective bargaining, the Dedham School Committee ("Committee") recognizes the Dedham Education Association ("Association") as the exclusive representative for all full-time and regular part-time cafeteria employees employed by the Dedham Public Schools. Excluded are Cafeteria Managers, and all managerial, confidential and casual employees, and all other employees employed by the Dedham Public Schools.

1.2 Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the "employees." Throughout this Agreement, "Employer" or "Committee" shall mean the School Committee and/or its designees and its agents.

1.3 "Food Service Coordinator" shall include and refer to a Food Service Worker who performs data entry for the elementary schools in addition to the duties of a Food Service Worker.

1.4 "Food Service Worker" shall include and refer to all other Food Service Workers covered by this Agreement except the Truck Driver and the Food Service Coordinator.

## **ARTICLE II - COMMITTEE RIGHTS**

The Committee is a public body established under and with powers provided by statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by statute or any rule or regulation or any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Committee and the Superintendent retain all of the powers, rights and duties that they have by law and may exercise the same at their discretion without any such exercise being made subject of a grievance proceeding hereunder. Likewise, nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Superintendent by statute or any rule or regulation or any agency of the Commonwealth.

Subject only to the express provisions of this Agreement, the right and responsibility to operate, manage and control the public schools and educational activities and the right to direct and control the work of the employees and the use of its properties and facilities are vested exclusively in the Committee and the Superintendent. These rights, whether exercised or not, include, without being limited to, all the rights and powers given to the Committee and the Superintendent by law, the right to select, employ, train, assign, transfer, promote and direct the work of the employees and to periodically evaluate and determine their qualifications; to organize the supervisory and clerical staff and to establish, change and discontinue their duties including the right to introduce, change and discontinue improved and experimental methods, facilities, operations, processes, services and techniques; to discipline, suspend or dismiss employees in the manner provided by law; to obtain from any source and to contract and subcontract for materials, services, supplies and equipment; to establish and change any form of employee benefits in excess of or in

addition to those provided in this Agreement; to establish, modify and enforce policies and regulations regarding studies, curriculum, conduct, library and reference facilities, textbooks, discipline, schedules and safety regulations; to control, direct and change facilities and services for the use or benefit of the employees and all other rights pertaining to the operation and management of the schools and the establishment and change of conditions of employment not specifically given in this Agreement to the Association or to the employees provided, however, that none of the rights shall be exercised by the Committee and/or the Superintendent contrary to any express provision of this Agreement. The failure by the Committee and/or the Superintendent to exercise any of its rights shall not be construed as a waiver of these rights. The exercise by the Committee and/or the Superintendent of any of the rights as provided in this paragraph shall not be subject to the grievance procedure or to arbitration as provided in Article III.

The parties are agreed that the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties. No change or modifications of this Agreement shall be binding on either the Association or the Committee unless reduced to writing as executed by the respective duly authorized representative.

### **ARTICLE III - GRIEVANCE PROCEDURE**

3.1 It is the declared objective of the parties to encourage prompt resolutions of grievances. The parties recognize the importance of prompt and equitable disposition of any complaint at the lowest organizational level possible. Any persons covered by this Agreement, the Association and the Committee shall have the right to present a grievance.

3.2 Any question, problem or disagreement may be discussed at any time, on an informal basis, between any individual, on behalf of himself/herself or others, and his/her immediate supervisor or other representative of management, without such informal discussion being considered a part of the grievance procedure herein set forth.

3.3 The term "grievance" shall include only those claims or disputes which allege a violation of a specific provision of this Agreement.

3.4 Failure to institute a grievance within the time limits set forth in Section 3.8 (Levels One, Two and Three) of this Article shall be conclusively deemed to constitute a waiver of all rights under this article. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

3.5 For purposes of this Article, the term "school days" shall be defined as those days when school is actually in session.

3.6 By mutual consent of the parties involved in the grievance procedure, the time schedule may be shortened or lengthened. The grievance at any level will be in writing and signed and shall set forth the precise date, time and place of the grievance and shall set forth

the facts giving rise to the grievance and the section of this Agreement that is believed to be violated.

3.7 **LEVEL ONE** - An employee with a grievance shall, with or without a representative of the Association, present it in writing to the Food Service Director within ten (10) school days of the earlier of the date that the grievant knew or should have known of the event giving rise to the grievance. The Food Service Director shall initial the written grievance together with the grievant and/or an Association representative, noting the date and time of the receipt of the grievance.

In the event that a grievance affects a group or class of employees, the group or class of employees may request the Association to submit the grievance on their behalf commencing at Level One provided, however, that the ten (10) school day time limitation for instituting grievances shall begin to run from the date of the first of the alleged violations. Upon request, the Food Service Director shall meet with the aggrieved employee(s) in an effort to settle the grievance. Any meeting with reference to the above shall be held during non-school hours. The employee shall be notified of decisions in writing no more than ten (10) school days after the submission of the grievance at Level One or the Level One meeting, whichever is later.

**LEVEL TWO** - In the event that the grievance is not settled at Level One, the original written grievance may be submitted to the Superintendent of Schools or his/her designee within ten (10) school days of the receipt of notification of an adverse decision.

Upon request, the Superintendent or his/her designee shall meet with the aggrieved employee in an effort to settle the grievance at this level. This Level Two meeting shall normally be held within ten (10) school days after receipt of the grievance by the Superintendent, unless the Superintendent requires a longer period in which to arrange the meeting. The aggrieved employee shall be notified of the Superintendent's decision within ten (10) school days following the presentation at Level Two, or the Level Two meeting, whichever is later.

**LEVEL THREE** - In the event the grievance is not settled at Level Two, the original written grievance may be submitted to arbitration by the Association or the School District in accordance with the following procedure:

a. A request for arbitration shall be made in writing to the American Arbitration Association within twenty (20) school days of receipt by the grievant or the Association (whichever occurs sooner) of an adverse decision at Level Two.

b. The party requesting the arbitration shall execute and mail a written request to the American Arbitration Association for the appointment of an arbitrator, and a copy of said request shall be simultaneously mailed to the other party. The selection of an arbitrator will then be made in accordance with the rules and regulations of the American Arbitration Association.

c. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement and he/she shall not have any authority to establish salaries or other forms of compensation. The arbitrator shall not have any authority to change the established salary schedule or other forms of compensation as provided in this Agreement, to establish any terms or conditions of employment or to add to, subtract from, modify or

otherwise change any of the terms or provisions of this Agreement. The arbitrator shall have no authority to make any decisions or award retroactive relief beyond the date on which the grievance was first filed at Level One. The decision of the arbitrator shall be final and binding upon all parties.

d. The costs of the services of the arbitrator shall be borne equally by the Committee and the Association.

e. Each party shall pay its own expenses for the presentation of its case to the arbitrator.

#### **ARTICLE IV - WORK HOURS AND WORK YEAR**

4.1 **Work Day.** The normal work day for each employee shall be established by the Food Service Director. Incumbent employees shall be notified of their work day no later than June 30 of each work year for the following work year.

4.2 **Work Year.** The normal work year shall consist of 178 days which includes one (1) professional development day and three (3) work days prior to the beginning of the school year. The Food Service Director will provide to each employee the schedule for the work year no later than June 30 of the previous school year. Employees that are required to work on early release and half days will have an additional five days added to their work year, bringing their normal work year to 183 days.

a. **Breakfast Programs**

Food Service Workers that serve breakfast on regularly scheduled work days will report to work on early release days and half days to prepare, serve and clean up both breakfast and lunch at their designated school. Employees reporting to work to serve breakfast and lunch on early release days and half days will be paid for a minimum of four (4) hours but will be required to work all four (4) hours; hours less than four (4) hours may be allowed at the discretion of the Food Service Director or designee. If an employee who serves breakfast is unavailable to work, the work shall be offered to all employees within the building. If multiple employees express interest, the work shall be assigned on a rotating basis starting with the employee with the most seniority in the building who is appropriately trained (i.e., qualified). If no qualified employees express interest, the work shall be assigned to the least senior qualified employee. That employee will be required to work. If, within this section, an employee is filling in for an employee who holds a higher job classification, that employee will receive equivalent pay based on their step at the higher classification.

4.3 **Work Breaks.** Employees who work less than 4 hours per day are not entitled to a break. Employees who work 4-6 hours per day are entitled to one 15 minute paid work break. Employees who work 6 or more hours per day are entitled to one 15 minute paid work break and one 30 minute paid lunch break.

4.4 **Overtime.** An employee who is required to work more than 40 hours in any week shall be compensated at the rate of time and one-half (1-1/2) the calculated hourly rate for each hour, or portion thereof of overtime worked.

Employees will be compensated at time and one-half (1.5) for catering events scheduled on non-school days, weekends and after 2:30 P.M. on school days.

If a catering event is scheduled and the assignment cannot be filled by volunteer employees, then said assignment will be filled from a supplemental roster on a fair and equitable rotating basis and in accordance with seniority in the unit, provided that the Food Service Director deems the employee so assigned to be familiar with the building in which the assignment is to be worked.

4.5 **Holidays.** Employees shall be paid for the following holidays at his/her regular hourly rate of pay, provided the employee works the scheduled work day immediately preceding and following the holiday. Holiday pay shall be based on each employee's regular, permanently scheduled daily hours.

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

If such holiday falls on a Saturday or Sunday, employees shall be paid on the day celebrated by the Dedham Public Schools. If the holiday is not so scheduled, employees shall receive an extra day's pay for such holiday.

4.6 **Building Emergencies, Closings, Cancellations and Late Openings.** If an employee who reports to work as scheduled on a day school is open and is released before their regular quitting time or reports to work late due to a delayed school opening because the building is closed by an act of God or other emergency, the employee shall not lose pay for the work day or for the unworked portion of the work day.

4.7 **Meetings.** Employees will be notified no less than 48 hours in advance of any expectation that they attend a work-related meeting. Employees will be paid their regular hourly rate for such meetings and will be excused from attending in the case of unforeseeable or unavoidable circumstances.

## **ARTICLE V - VACANCIES AND TEMPORARY APPOINTMENTS**

5.1 During the school year, notice of the vacant positions in the bargaining unit shall be posted on the bulletin board in the Middle School and High School. During summer and school vacation periods, vacancies shall be posted on the Dedham Public School website and such notice shall be mailed or delivered to the Association President. Employees who desire to apply for such vacancies shall file their applications in writing with the Superintendent's office within the time specified in the notice.

5.2 A member of the bargaining unit who is assigned to fill a temporary vacancy in a higher paying position shall be paid at his/her regular step at the higher rate after filling such vacancy for 3 consecutive work days. Payment at the higher rate shall be retroactive.

## **ARTICLE VI - SICK LEAVE**

6.1 Employees who are scheduled to work twenty (20) or more hours per week are entitled to annual sick leave of eight (8) days, credited on the first day of the work year. Employees who are scheduled to work less than twenty (20) hours per week are entitled to annual sick leave of five (5) days, credited on the first day of the work year. Sick leave may be accrued from year to year up to a maximum of seventy (70) days. Beginning with the 2020-2021 school year, sick leave may be accrued from year to year up to a maximum of eighty (80) day. Beginning with the 2021-2022 school year, sick leave may be accrued from year to year up to a maximum of ninety (90) days. In the first year of employment, an employee will accrue sick leave at the rate of one (1) day per month up to the applicable maximum annual accrual.

6.2 An employee may use up to three (3) sick leave days per year for the illness of an immediate family member. "Immediate family member" shall mean and include the employee's spouse, parent, child and/or sibling.

6.3 Employees who are absent from work shall contact the Food Service Director and notify him/her of their reason for their absence. A doctor's certificate may be required by the Superintendent after five (5) days of consecutive illness or with repeated absences or where there is a reasonable question of abuse.

6.4 Whenever an employee covered by this contract is absent from work as a result of personal injury incurred directly in the course of employment which entitles the employee to Workers Compensation benefits, the employee shall be entitled to supplement the Workers Compensation benefits with accumulated sick leave.

6.5 An employee who takes leave under the Family Medical Leave Act (FMLA), for any purpose authorized by the FMLA, will be entitled to utilize up to ten (10) days per year of his/her accrued sick leave concurrent with said FMLA leave. For purposes of this paragraph, sick bank days may only be utilized for the employee's own illness.

### **6.6 Sick Leave Bank:**

A. A Sick Leave Bank (the "Bank") for use by employees covered by this Agreement who have exhausted their own sick leave will be established. Employees in other units covered by agreements between the Committee and the Association are eligible to participate in the Bank on the same terms and conditions as eligible teachers if so provided in such agreements and approved by the teachers (Unit A).

B. Each employee shall contribute at the start of his/her employment one (1) day of sick leave from his/her accumulated sick leave for the establishment of the Bank to be maintained from year-to-year until it is exhausted. Any employee may request not to participate



or to terminate his/her participation provided such request is made in writing to the Superintendent during the thirty (30) days immediately following the start of any school year (or within thirty (30) days immediately following the start of his/her employment, whichever is later). Any employee terminating his/her participation in the Bank will forfeit any sick leave contributed to the Bank. A non-participating employee will be ineligible for benefits under this Article. A non-participating employee may request to participate (or re-participate) in the Bank provided such request is made in writing to the Superintendent during the thirty (30) day period immediately following the start of any school year and the employee contributing one (1) day of sick leave to the Bank.

C. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members. Two (2) members shall be designated by the Superintendent and two (2) members shall be designated by the Association. The fifth member shall be selected by the Superintendent or Association on an alternating year basis and shall vote only to break ties. For the 2010-2011 and 2012-2013 contract years, the Association will choose the fifth person; whereas for 2011-2012, the choice will be that of the Superintendent. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of the leave to be granted.

D. The maximum number of days that may be granted to an employee shall not exceed one hundred and twenty (120) days in any school year.

E. If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave from each participating employee covered by this Agreement to be deducted from each employee's accumulated sick leave.

F. The decisions of the Sick Leave Bank Committee shall be final and binding and not subject to grievance/arbitration.

G. The criterion for granting of such leave from the Bank is demonstrated need supported by adequate medical evidence of illness or injury and the employee's prior attendance record.

## **ARTICLE VII - TEMPORARY LEAVES OF ABSENCE**

7.1 Employees shall be entitled to a bereavement leave of up to five (5) days at any one time in the event of the death of an employee's spouse, child, parent, sibling, mother-in-law, father-in-law, son-in-law, and daughter-in-law. The bereavement days must be taken consecutively. Employees shall be entitled to bereavement leave of 1 day at any one time in the event of the death of an employee's grandparent, aunt, uncle, brother-in-law, sister-in-law, niece and nephew. Additional bereavement leave may be granted by the Superintendent in his/her sole discretion and upon written approval.

7.2 Returning employees shall be entitled to two (2) days off per year for personal leave. Such leave shall be taken with the approval of the Food Service Director in order to transact urgent personal, household, or legal business, which cannot be transacted outside the regularly scheduled workday. Personal days shall not be taken in a manner which extends a vacation or a holiday unless explicit written permission is obtained from the Food Service Director. A written notice, submitted 48 hours in advance and citing one of the three valid

reasons for the requested leave will be required before an approval of the leave can be given. The Food Service Director may waive the 48 hour notice requirement in extraordinary circumstances that would preclude the possibility of providing such notice. Personal days shall accumulate from year to year up to a maximum of three (3) days. If the employee has one remaining unused personal day, it shall be rolled into the employee's accrued sick leave.

7.3 Each employee who is called for jury duty on a day the employee is scheduled to work shall be paid his/her regular salary for all work days on which the employee is required to be present at the court in connection with jury service provided the employee pays over to the School Committee any witness fees and/or other payments received in connection with jury service. The employee must give his/her immediate supervisor notice of his/her call to jury duty within ten (10) days after receiving the call, but in no event later than 48 hours prior to performing jury duty.

### **ARTICLE VIII - EVALUATION**

8.1 Written evaluations will be conducted annually in accordance with the procedure and forms attached hereto as Appendix Band made a part hereof. The Food Service Director or his/her designee shall meet with each employee during the middle of the work year (preferably during January or February) in order to provide a verbal progress review of the employee's performance.

8.2 Employees will be given a copy of their written evaluations, will be given the opportunity to discuss them with their supervisors, and will be allowed to provide comments regarding said evaluations.

### **ARTICLE IX - REDUCTION IN FORCE**

9.1 With regard to a reduction in force, the School Committee shall have the sole discretion in determining which position or positions and/or which type of positions are to be eliminated. Temporary employees may be laid off in the discretion of the School Committee and shall not be covered by this Article. A "reduction in force" for the purposes of layoff shall include the reduction of a position or the reduction of an existing position by at least one (1) hour. With regard to reduction in force, if all other factors are equal, seniority by classification shall be the determining factor with the last hired being the first to be laid off.

9.2 **Seniority.** Seniority, as used herein, shall mean an employee's total length of continuous service in years, months, and days in the employ of the School Committee in the bargaining unit. Seniority shall include time spent on paid leaves of absence up to twelve (12) weeks. Seniority shall not include paid leaves of absence greater than twelve (12) weeks and shall not include time spent on unpaid leaves of absence. The order of layoff shall be determined in accordance with 9.2 above.

### **ARTICLE X - COMPENSATION**

10.1 The salaries and/or hourly wages of all persons covered by this Agreement whose wages may be negotiated by the parties and listed separately, are set forth in Appendix A which is attached hereto and made a part hereof.

10.2 The employee's salary schedule is for work performed during the twelve-month period beginning on August 1 and ending on the following July 31.

10.3 Compensation rate changes will be made effective July 1 and remain in effect for one (1) fiscal year (July 1 through June 30). Employees who have been in continuous employment of the Dedham School Food and Nutrition Department for six (6) preceding months, shall be eligible on July 1 to advance one (1) year on the steps until reaching maximum step. New employees who do not meet the six (6) months of continuous service requirement will not receive the one year credit towards a step increase until the following year.

10.4 Upon initial hire, the Superintendent will have full discretion to negotiate the individual's placement on the salary schedule.

10.5 Employees shall be paid in bi-weekly payments.

**10.6 Longevity - Effective 9/1/2013**

<u>Years of service completed</u>	<u>Amount</u>	<u>Effective 9/1/2020</u>	<u>Effective 9/1/2021</u>
10-14 years	\$275	\$325	\$375
15-19 years	\$325	\$375	\$425
20 years or more	\$375	\$425	\$475

Longevity payments will be made on December 1 in the school year following completion of the specified year. Only employees who regularly work twenty (20) hours or more per week are entitled to longevity payments.

Employees must complete the Specified year as stated above to receive longevity payments.

**10.7 Professional Development**

**NUMBER ONE**

Employees, who would like to pursue level 1-4 SNA certifications, as long as they apply, manage and submit appropriate paperwork independently, will qualify for incentives listed below.

The School Nutrition Association (SNA) has a leveled certification program (level 1-4) which will benefit the district and the employees. Provided the employee submits and the Director of Food and Nutrition Services approves a Professional Development Plan, the following incentives will apply upon the award of the Level 1, 2, 3 or 4. Certification for each level must be completed prior to qualifying for the next level. Such approval shall not be unreasonably withheld. (Language in grid is taken directly from the updated SNA certification requirements listed on their website)

	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>
Annual P.D. Hours Required for Maintenance PD Requirements to Qualify	Staff less than 20 hours- 6 Employees/Staff- 6 Manager- 10 Directors- 12 Initial Level 1(16 hours) Application Requirements 1. Eight (8) hour Core Course in Nutrition OR 1 College Credit in Nutrition AND 2. Eight (8) hour Core Course in Food Safety & Sanitation	Staff less than 20 hours- 8 Employees/Staff- 10 Manager- 12 Directors- 15 Initial Level 2(46 hours) Application Requirements (NEW) • 8 Hour Core Course in Food Safety & Sanitation • 8 Hour Core Course in Nutrition Education OR 1 College Credit in Nutrition • 6 Hours: Key Area 1 Nutrition • 6 hours: Key Area 2 Operations • 6 hours: Key Area 3 Administration • 6 hours: Key Area 4 Communications & Marketing • 6 hours: General Electives	Staff less than 20 hours-10 Employees/Staff- 10 Manager- 12 Directors- 15 Initial Level 3 (86 hours) Application Requirements • 8 Hour Core Course in Food Safety & Sanitation • 8 Hour Core Course in Nutrition Education OR 1 College Credit in Nutrition • 15 Hours: Key Area 1 Nutrition • 15 hours: Key Area 2 Operations • 15 hours: Key Area 3 Administration • 15 hours: Key Area 4 Communications & Marketing • 10 hours: General Electives (New!)*	Staff less than 20 hours- 12 Employees/Staff- 12 Manager- 12 Directors- 15 Initial Level 4 Requirements <b>Option A</b> 1. 8 Hour Core Course: Food Safety & Sanitation 2. 3 College Credits: Key Area 1 Nutrition 3. 3 College Credits: Key Area 2 Operations 4. 3 College Credits: Key Area 3 Administration AND/OR: 3 College Credits: Key Area 4 Comm.& Mark <b>Option B</b> 1. 8 Hour Core Course: Food Safety & Sanitation 2. 8 Hour Core Course: Nutrition Education OR: 1 College Credit: Key Area 1 Nutrition 3. 35 Hours: Key Area 1 Nutrition 4. 35 Hours: Key Area 2 Operations 5. 45 Hours: Key Area 3 Administration AND/OR: Key Area 4 Comm. & Marketing 6. 15 General electives in any of the four key areas
Application Must Include		Include a copy of your: • High School Diploma OR High School Transcripts OR GED OR • College/University Degree OR Transcripts	Include a copy of your: • High School Diploma OR High School Transcripts OR GED OR • College/University Degree OR Transcripts	Include a copy of your: • High School Diploma OR High School Transcripts OR GED OR • College/University Degree OR Transcripts
Training for Certification and Recertification	<b>Paid for by Employee</b> DPS will pay for attendance at SNA chapter meetings and may host department wide trainings throughout the school year.	<b>Paid for by Employee</b> DPS will pay for attendance at SNA chapter meetings and may host department wide trainings throughout the school year.	<b>Paid for by Employee</b> DPS will pay for attendance at SNA chapter meetings and may host department wide Trainings throughout the school year.	<b>Paid for by Employee</b> DPS will pay for attendance at SNA chapter meetings and may host department wide trainings throughout the school year.
SNA Annual Membership Fee	Paid by DPS Food and Nutrition Services	Paid by DPS Food and Nutrition Services	Paid by DPS Food and Nutrition Services	Paid by DPS Food and Nutrition Services
Certification Application Fee and Annual Renewal Fee	<b>Paid for by Employee</b> <b>\$18.00</b>	<b>Paid for by Employee</b> <b>\$21.00</b>	<b>Paid for by Employee</b> <b>\$23.00</b>	<b>Paid for by Employee</b> <b>\$33.00</b>
One-Time Incentive	\$300	\$500	\$500	\$500
Certification Maintenance Incentive	\$100	\$250	\$250	\$250

*This article will remain in effect until such time the SNA makes significant changes to the certification program at which time the article will be renegotiated.*

## **NUMBER TWO**

All employees will participate in at least six hours of professional development related to

the position in which they work. The six hours will take place during the work year and will be provided by the appropriate administrators. The administrators will consider input from the employees in determining topics for these sessions.

### NUMBER THREE

Serve-Safe Certification: After completing an initial three (3) months of service, each employee shall then have twelve (12) months to become Serve-Safe Certified. The school district will provide one (1) paid training class to assist the employee in achieving the Serve-Safe Certification. If an employee is not successful in passing the Serve-Safe Certification test after this one (1) paid training class, the employee will not be paid for any additional training time or re-test. Employees who do not pass the Serve Safe Exam within the required time frame will not advance to the salary step until the Serve Safe exam has been taken and passed.

## **ARTICLE XI - USE OF SCHOOL FACILITIES**

11.1 The Association will have the right to use school buildings without rental fees at reasonable times for meetings, provided, however, that the Association must submit a request in writing and will be required to pay for any additional custodial costs involved by reason of said meetings. The Superintendent of Schools or his/her designee will assign the building to be used. The Association will give the Superintendent at least 5 school days written notice of the time of all such meetings. The Association will be required to complete the usual forms and to abide by the then existing regulations for the use of school property.

## **ARTICLE XII - PERSONNEL FILE**

12.1 Employees shall have the right, upon written request, to review the contents of their personnel file by appointment with the Superintendent or his/her designee. Employees shall also have the right to make copies of the material contained therein at reasonable times in the company of the Superintendent or his/her designee.

12.2 An employee will be provided with notice that derogatory material regarding his/her conduct, service, or character will be placed in her/his personnel file. The employee will acknowledge that the material was reviewed by him/her by affixing his/her signature to such document. It is understood that such signature does not indicate agreement with the contents of said document. The employee shall have the right to submit a written answer to such material and his/her answer shall be placed in his/her personnel file.

## **ARTICLE XIII - AGENCY FEE AND DUES DEDUCTION**

13.1 The Committee agrees to instruct the Town Treasurer to deduct, as permitted by the General Laws of Massachusetts, from the salaries of its employees one set of dues or agency service fee for the Association, as said employees individually and voluntarily authorize the Committee to deduct and to transmit the money to the Association. Employee authorization will be in writing on a form provided by the Association.

13.2 The Association will give the Committee thirty (30) days notice in writing of the change of the rate of its dues.

13.3 Deductions will be made in equal weekly installments from October through February. Any additions or deletions to the list of authorized deductions must be delivered to the Committee at least two (2) weeks in advance of the date of the payroll distribution.

13.4 Any employee desiring to have the Committee discontinue deductions he/she has previously authorized must give the Committee and the Association sixty (60) days notice in writing.

13.5 The Association shall indemnify, defend and save the Committee harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action by the Committee for the purpose of complying with this Article.

#### **ARTICLE XIV- PROBATIONARY PERIOD AND JUST CAUSE**

14.1 **Probationary Period.** The first one-hundred seventy-eight (178) working days of continuous employment of an employee shall constitute his/her probationary period. No demotion, suspension, discipline or dismissal made during an employee's said probationary period shall be construed as a violation of any of the provisions of this Agreement or shall be the subject of the grievance procedure hereunder.

14.2 **Just Cause.** No employee shall be reprimanded, terminated, or otherwise disciplined without just cause. This provision shall not apply to employees on probationary status, as referred to in paragraph 14.1 above.

#### **ARTICLE XV - GENERAL**

15.1 The Committee will provide the President of the Dedham Education Association with a current seniority list on or before October 1st of each contract year.

15.2 Each employee working shall receive two (2) aprons and two (2) shirts per year. In addition, employees shall receive \$90 per contract year as a clothing allowance to purchase shoes and slacks in the style/type required by the Food Service Director. Beginning in the 2020-2021 school year, this annual clothing allowance shall be increased to \$105 per contract year.

15.3 Each employee is entitled to one complete lunch per day selected from the choices that are available to students that day. Employees at the elementary schools may order lunches from the same selections available to elementary school teachers.

#### **ARTICLE XVI - HEALTH INSURANCE**

16.1 Eligible employees who elect health insurance coverage are entitled to the following:

A. Fifty (50) percent of the cost of an indemnity health insurance plan shall be paid by the Committee for each eligible employee who elects coverage;

B. HMO Contributions:

The employee will pay 20% of the premium for the HMO medical insurance coverage.

**ARTICLE XVII - SEPARABILITY AND SAVINGS CLAUSE**

17.1 If any provision of this Agreement or any application of it to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or application will continue in full force and effect.

**ARTICLE XVIII- DURATION AND NEGOTIATION PROCEDURE**

18.1 This Agreement shall be in full force and effect from September 1, 2019 through August 31, 2022, and shall thereafter be automatically renewed from year to year, unless modified, amended or terminated in accordance with the procedure herein set forth. During its term, this Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

18.2 Either party to this Agreement may give written notice of its intention to amend, modify or terminate this Agreement prior to November 1 of the year before the expiration thereof. Thereafter, the parties shall bargain collectively on any amendments or modification to this Agreement, or on a new Agreement.

18.3 It is the understanding and contemplation of the parties that the November 1, deadline for notice of intention to modify, amend or terminate is absolute and controlling, and that neither party may be required to bargain collectively concerning any term or condition of this Agreement unless such notice has been given as aforesaid.

18.4 The failure by the Committee or the Association in one or more instances to observe or enforce any provisions of this Agreement shall not be construed as a waiver of said provisions.

18.5 This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. The Association and the Committee acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all subjects have been discussed and negotiated, and that the agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities. The Association and the Committee, therefore, voluntarily and without qualifications, waive any rights each may have had in this respect and agree that each party shall not be obligated to bargain collectively with regard to any subject or matter referred to or covered by this Agreement and/or with regard to any subject or matter not covered or referred to in this Agreement, whether or not within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE XIX – CULTURAL PROFICIENCY REQUIREMENT**

A District-approved 15-hour cultural proficiency course will be required of all bargaining unit members. Bargaining unit members who are employed as of the ratification of this agreement will have 5 school years to complete the course. Bargaining unit members hired after ratification of this agreement will be required to complete the course within their first 3 full school years of employments.

The District will pay for the cost of the course. All bargaining unit members will be given the option of completing the course either during contractually obligated work time or outside of contractually obligated work time. The District will arrange for and communicate to all bargaining unit members the schedule of offerings in sufficient time for bargaining unit members to select a course.

Those bargaining unit members hired on or before the date of ratification of this agreement, and who choose to take the course outside of the workday, will be compensated for a maximum of 15 hours at the hourly rate. Bargaining unit members hired after ratification of this agreement will not be compensated for taking the course.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 31 day of may, 2022.

DEDHAM SCHOOL COMMITTEE

Grace White

May 31, 2022  
Date

DEDHAM EDUCATION ASSOCIATION, CAFETERIA WORKERS

[Signature]

June 21, 2022  
Date

Heidi Hinnen-depina

June 23, 2022  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

**APPENDIX A  
SALARY SCHEDULE**

<b>Food Service Worker</b>						
	<b>Prior CBA</b>	<b>FY 2020</b>	<b>Change</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2022</b>
	<b>7/1/2018</b>	<b>7/1/2019</b>	<b>to the</b>	<b>7/1/2020</b>	<b>7/1/2021</b>	<b>Day 91</b>
		<b>\$0.50</b>	<b>Scale</b>	<b>\$0.75</b>	<b>\$0.50</b>	<b>\$0.50</b>
Year 1	\$12.55	\$13.05	Year 1	\$13.80	\$14.30	\$14.80
Year 2	\$13.39	\$13.89	Year 2	\$14.64	\$15.14	\$15.64
Year 3: Years 3-4	\$13.66	\$14.16	Year 3: Years 3-4	\$14.91	\$15.41	\$15.91
Year 5: Years 5-9	\$14.18	\$14.68	<b>Year 5: Years 5-8</b>	\$15.43	\$15.93	\$16.43
Year 10 plus	\$15.18	\$15.68	<b>Year 9 Plus</b>	\$16.43	\$16.93	\$17.43

<b>Food Service Coordinator</b>						
	<b>Prior CBA</b>	<b>FY 2020</b>	<b>Change</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2022</b>
	<b>7/1/2018</b>	<b>7/1/2019</b>	<b>to the</b>	<b>7/1/2020</b>	<b>7/1/2021</b>	<b>Day 91</b>
		<b>\$0.50</b>	<b>Scale</b>	<b>\$0.75</b>	<b>\$0.50</b>	<b>\$0.50</b>
Year 1	\$12.94	\$13.44	Year 1	\$14.19	\$14.69	\$15.19
Year 2	\$13.93	\$14.43	Year 2	\$15.18	\$15.68	\$16.18
Year 3: Years 3-4	\$14.19	\$14.69	Year 3: Years 3-4	\$15.44	\$15.94	\$16.44
Year 5: Years 5-9	\$14.71	\$15.21	<b>Year 5: Years 5-8</b>	\$15.96	\$16.46	\$16.96
Year 10 plus	\$15.71	\$16.21	<b>Year 9 Plus</b>	\$16.96	\$17.46	\$17.96

<b>Truck Driver</b>					
	<b>Prior CBA</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2022</b>
	<b>7/1/2018</b>	<b>7/1/2019</b>	<b>7/1/2020</b>	<b>7/1/2021</b>	<b>Day 91</b>
		<b>\$0.50</b>	<b>\$0.75</b>	<b>\$0.50</b>	<b>\$0.50</b>
Year 1 plus	\$16.84	\$17.34	\$18.09	\$18.59	\$19.09

**APPENDIX B**

**Dedham Public Schools  
Food Service Department  
Employee Performance Assessment**

Employee Name: \_\_\_\_\_

School:\_\_\_\_\_Position: \_\_\_\_\_

Schedule: Hrs/day:\_\_\_\_ Shift:\_\_\_\_ Time Period Evaluation Covers: \_\_\_\_\_

Evaluator:\_\_\_\_\_Date: \_\_\_\_\_

**Explanation of Performance Ratings:**

**Exceptional** Performance consistently meets job requirements and exceeds them in some areas.

**Good** Performance consistently meets job requirements.

**Fair** Performance meets job requirements inconsistently. Improvement is required in some areas.

**Poor** Performance fails to meet position requirements.

Mark an X in appropriate box

<b>Qualities and Comments</b>	<b>Exceptional</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>
<b>Quality of work</b> (knowledge of job, accuracy, neatness, thorough in work, money handling, equipment operation)				
<b>Productivity</b> (amount of work done in a given time)				
<b>Work habits</b> (takes initiative, complies with instructions, takes direction well, organized, works well without supervision)				

<p><b>Attendance and Punctuality</b> Within this evaluation period:  Days absent _____ Days late _____  Days full schedule not worked _____</p>				
<p><b>Qualities and Comments</b></p>	<p><b>Exceptional</b></p>	<p><b>Good</b></p>	<p><b>Fair</b></p>	<p><b>Poor</b></p>
<p><b>Sanitation and Safety</b> (observes sanitation standards, personal hygiene, works safely).</p>				
<p><b>Attitude</b> (interest, enthusiasm, cooperation, pleasant personality and behavior)</p>				
<p><b>Relationships with others</b> (deals effectively and respectfully with co-workers, faculty, staff, parents, students; cooperates with supervisors and fellow workers)</p>				
<p><b>Personal Qualities</b> (stability under time pressure, appearance, judgment, flexibility and adaptability, sense of humor, loyalty)</p>				
<p><b>Certifications</b> (Sanitation and professional development)</p>				

**Overall Comments:**

**Goals for the next school year:**

**Signatures:**

Evaluator: \_\_\_\_\_ Date:.....

Administrator:\_\_\_\_\_ Date:\_\_\_\_\_

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

The employee signature acknowledges that the employee has read the document and does not imply agreement. The employee may respond in writing.