

## MEMORANDUM OF AGREEMENT

December 7, 2016

The Negotiating Subcommittee of the Dedham School Committee (the 'School Committee'), acting subject to the ratification of this Memorandum of Agreement (the "Agreement") by the School Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of the Dedham Education Association, Cafeteria Workers (the "Union"), acting subject to ratification of this Agreement by the membership of the Union to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement of the contract negotiations for the Collective Bargaining Agreement that will be in effect for the three year period from September 1, 2016 through August 31, 2019.

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from September 1, 2013 through August 31, 2016, shall, except to the extent modified by this Agreement, be carried over intact into the successor Collective Bargaining Agreement, which shall be effective for the three year period September 1, 2016 through August 31, 2019.

2. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement unless otherwise provided for in this document.

3. Unless otherwise specified herein, all modifications shall take effect as of the ratification of this agreement.

#### **4. Article 4, Section 4.2 p. 4 "Work Year"**

Add subsection entitled "Breakfast Programs" with the following additional language:

"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 breakfast at their designated school. Employees reporting to work to serve breakfast 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..**"

#### **5. Article 4, Section 4.4 p. 4 "Overtime"**

Add the following two new paragraphs after the existing language in this section:

“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.”

**6. Article 4, Section 4.5 p. 4 "Holidays"**

Replace the first sentence in this section with the following two sentences:

“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.”

**7. Article 6, Section 6.1 p. 5 "Sick Leave"**

Change “thirty (30) days” to “sixty (60) days” in the third sentence of this section.

**8. Article 6, Section 6.5.D p. 6 "Sick Leave Bank"**

Change this section to read as follows:

“The maximum number of days that may be granted to an employee shall not exceed thirty (30) days at any one time, nor sixty (60) days total in any school year.”

**9. Article 6, Section 6.5.G (New) "Sick Leave Bank"**

Add new subsection G, reading as follows:

“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.”

**9. Article 7, Section 7.1 p. 7 "Bereavement Leave"**

Add the word “sibling” to the list of covered family members in the first sentence of this section.

**10. Article 8, Section 8.1 p. 7 "Evaluation"**

Replace the Evaluation Forms in Exhibit B with the attached, mutually agreed Evaluation Tool.

**11. Article 9, Section 9.1 p. 8 "Reduction in Force"**

Add the following language at the end of this section:

"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."

**12. Article 9, Section 9.2 p. 8 "Effect of Evaluation"**

Delete entire section.

**13. Article 10, Section 10.3 p. 8 "Compensation"**

Replace entire section with the following new language:

"Compensation rate changes will be made effectively 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.

**14. Article 10, NEW Section 10.7 p. 9 "Professional Development"**

Add new language regarding professional development as set out in attached Professional Development Document.

**APPENDIX A  
SALARY SCHEDULE**

<b>Effective Date</b>	<b>7/1/16</b>	<b>7/1/17</b>	<b>7/1/18</b>
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**Food Service Worker**

Year 1	\$12.43	\$12.49	\$12.55
Year 2	\$12.81	\$13.13	\$13.39
Year 3: Years 3-4	\$13.06	\$13.39	\$13.66
Year 5: Years 5-9	\$13.56	\$13.90	\$14.18
Year 10 plus			\$15.18

**Food Service Coordinator**

Year 1	\$12.82	\$12.88	\$12.94
Year 2	\$13.33	\$13.66	\$13.93
Year 3: Years 3-4	\$13.57	\$13.91	\$14.19
Year 5: Years 5-9	\$14.07	\$14.42	\$14.71
Year 10 plus			\$15.71

**Truck Driver**

Year 1 plus	\$16.03	\$16.43	\$16.84
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**Rates are reflective of the following increases: Food Service Worker (“FSW”) and Food Service Coordinator (“FSC”) Step 1 increase 0.5% all three years. Driver increase is 2.5% all three years. FSW and FSC Steps 2 and 3 increase 2.0% in years one and three and 2.5% in year two. FSW and FSC gain new 5 Year Step in year one at 50 cents over 3-4 Year Step. FSW and FSC gain new 10 Year Step in year three at \$1.00 over 5 Year Step.**



## Professional Development

### NUMBER ONE

The School Nutrition Association (SNA) has a leveled certification program (level 1-3) which will benefit the district and the employees. Provided the employee submits and the Director of Nutrition Services approves a Professional Development Plan, the following incentives will apply upon the award of the Level 1 or 2 certification:

	Level 1	Level 2	School Nutrition Specialist	
Training Paid by	20 hours Free	Additional 70 hours Up to \$100 DFSD	*BA; or *Associates or 60 college semester hours plus 30 credits in School Food Service or three years experience as director/supervisor; and *One year of recent experience in school food service	
Training for recertification Paid by	6 CEU's Employee Dedham FSD will pay for attendance at chapter meetings and may host department wide trainings throughout the school year	12 CEU's Employee Dedham FSD will pay for attendance at chapter meetings and may host department-wide trainings throughout the school year	NA	
Application Fee Annual renewal Fee Paid by	\$14 \$8 Employee	\$27 \$11 Employee	Exam \$200 + Sitting time Dedham FSD	\$58 Employee
SNA annual membership fee Paid By	\$32 FS worker, \$34 Manager Dedham FSD	\$32 FS worker, \$34 Manager Dedham FSD	\$32 FS worker, \$34 Manager Dedham FSD	
One- time Incentive	\$300	\$500	NA	
Certification Maintenance Incentive	\$100	\$250	NA	

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.

**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

Qualities and Comments	Exceptional	Good	Fair	Poor
<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)				
<b>Attendance and Punctuality</b> Within this evaluation period: Days absent _____ Days late _____ Days full schedule not worked _____				

<b>Qualities and Comments</b>	<b>Exceptional</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>
<b>Sanitation and Safety</b> (observes sanitation standards, personal hygiene, works safely).				
<b>Attitude</b> (interest, enthusiasm, cooperation, pleasant personality and behavior)				
<b>Relationships with others</b> (deals effectively and respectfully with co-workers, faculty, staff, parents, students; cooperates with supervisors and fellow workers)				
<b>Personal Qualities</b> (stability under time pressure, appearance, judgment, flexibility and adaptability, sense of humor, loyalty)				
<b>Certifications</b> (Sanitation and professional development)				

**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.