

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

**September 1, 2013 – August 31, 2016**

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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.

3.7 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.

3.8 **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 work year.

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.

4.5 **Holidays.** Employees shall be paid for the following holidays at his/her regular hourly rate of pay:

Labor Day	Christmas Day
Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Day
Thanksgiving	Good Friday
	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 the 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 thirty (30) 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 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 thirty (30) 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.



## **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, 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.

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 B and 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.

9.2 **Effect of Evaluation.** In the event an employee has received an overall evaluation rating of "unsatisfactory" in the last three (3) years prior to a reduction in force, said employee shall be the first to be laid off. Of the group of employees with overall evaluation ratings of "unsatisfactory", the employee with the most "unsatisfactory" ratings will be laid off first. If the number of overall evaluation ratings of "unsatisfactory" are equal, seniority shall be the determining factor, with the last hired being the first to be laid off. Next, an employee with an overall evaluation rating of "needs improvement" in the last three (3) years prior to a reduction in force shall be laid off. If more than one employee has such "needs improvement" overall evaluation ratings, the employee with the most "needs improvement" ratings will be laid off first. If the number of overall evaluation ratings of "needs improvement" are equal, seniority shall be the determining factor, with the last hired being the first to be laid off. With regard to employees with overall evaluation ratings of "meets expectations" or "exceeds expectations" in the last three (3) years prior to a reduction in force, seniority, by classification, shall be the determining factor with the last hired being the first to be laid off. This provision shall be implemented for the first time in the 2007-08 school year.

9.3 **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 Annual step increments shall become effective on the anniversary date of the employee's date of hire. The employee will advance a step on the salary schedule only if he/she receives an overall annual evaluation rating of meets expectations or exceeds

expectations. The employee's anniversary date shall be extended for the time period of any paid leaves of absence greater than 12 weeks and any unpaid leaves of absence.

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>
10-14 years	\$275
15-19 years	\$325
20 years or more	\$375

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.

**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 In accordance with the provisions of M.G.L. c.150E, Sec. 12, the Committee agrees effective September 1, 2007 to require as a condition of employment during the life of this Agreement that every employee covered by this Agreement, except those employees who are certified to the Committee by the Association as being members of the Association, pay to the Association on or after the thirtieth day following the beginning of such employment or the effective date of this Agreement or the execution of this Agreement, whichever is later, an agency service fee equal to the cost of collective bargaining and contract administration. Collection of agency service fees, including the collection of delinquent fees, shall be solely the responsibility of the Association, and the Committee shall not be obligated to take any action in regard to the continued employment of any employee delinquent in the payment of the fee. Employees who fail to pay the fee shall not be subject to dismissal or suspension, but the Association may pursue payment through whatever legal means it deems appropriate.

13.2 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.

13.3 The Association will give the Committee thirty (30) days notice in writing of the change of the rate of its dues or agency service fee.

13.4 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.

13.5 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.

13.6 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.

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, 2013 through August 31, 2016, 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 19<sup>th</sup> day of June, 2013.

DEDHAM SCHOOL COMMITTEE

Joe Venturi, Ch.

6/19/13  
Date

DEDHAM EDUCATION ASSOCIATION, CAFETERIA WORKERS

A. Pelchat

6/3/12  
Date

Danielle Matthews

6/4/12

Tom Dwyer

6.4.13

**APPENDIX A  
SALARY SCHEDULE**

Carole Donovan, Renee Zarthar and Rose Dolabany shall be grandfathered, allowing them to receive their current pay plus percentage salary increases given to Food Service Workers until their employment is terminated.

	<b>2013/2014 (1%)</b>		<b>2014/2015 (1.5%)</b>		<b>2015/2016 (2%)</b>	
<b>Food Service Coordinator</b>						
Year 1	\$12.32	Hour	\$12.51	Hour	\$12.76	Hour
Year 2	\$12.63		\$12.81		\$13.07	
Year 3 +	\$12.85		\$13.04		\$13.30	
Year 1	\$11.95	Hour	\$12.13		\$12.37	
Year 2	\$12.13		\$12.31		\$12.56	
Year 3 +	\$12.36		\$12.55		\$12.80	
<b>Truck Driver</b>						
	<b>\$15.11</b>	Hour	<b>\$15.34</b>		<b>\$15.64</b>	



**DEDHAM PUBLIC SCHOOLS 140 WHITING AVENUE, DEDHAM, MA 02026  
FOOD SERVICE DEPARTMENT**

**JOB PERFORMANCE EVALUATION**

Employee Name:	Job Title:
Evaluator Name:	
Date:	School Year:

Instructions for the Evaluator: A job performance evaluation must be completed and signed by the employee every year. The following ratings will be used:

4 – Exceeds Expectations    3 – Meets Expectations    2 – Needs Improvement    1 – Unsatisfactory

**Section A. ABILITY TO WORK WITH OTHERS**

Maintains a professional relationship with employees, students, faculty, management, and administration at all times. Demonstrates a positive attitude in the work environment.

	Rating	Comments
Co-Workers		
Faculty		
Students		
Supervisor		
Attitude		
Total for Section A		

**Section B. MOTIVATION AND INITIATIVE:**

Displays personal motivation and initiative in making the workplace and operations safe and successful.

	<b>Rating</b>	<b>Comments</b>
Takes initiative in dealing with and resolving daily obstacles		
Suggests or makes improvements on his/her own		
Copes with unexpected situations effectively		
Total for Section B		

**Section C. FOOD SAFETY/SANITATION/PERSONAL HYGIENE:**

Follows all policies of the Food Service Department including instructions of the manager relating to safety measures, sanitation practices, and personal standards. Performs duties involved in the safe preparation and handling of food, cleaning and sanitizing of equipment and facilities, and serving of food.

	<b>Rating</b>	<b>Comments</b>
Follows food safety regulations (Serve Safe)		
Follows food sanitation standards (Serve Safe)		
Uses proper hair restraints		
Wears appropriate uniform according to the FSD policy (uniforms, shoes)		
Total for Section C		

**Section D. DEPENDABILITY:**

Arrives at work on scheduled days and on time. Follows the Food Service Department policy when unable to report to work on scheduled days or at the assigned time. Is considerate of co-workers workload in a fast paced environment.

	<b>Rating</b>	<b>Comments</b>
Always on time		
Notifies appropriate department when absence is necessary		
Attendance		
Total for section D		

**Section E. VERSATILITY:**

Is flexible and is able to adjust to changing conditions at all times while maintaining professionalism.

	<b>Rating</b>	<b>Comments</b>
Demonstrates the ability to deal well under changing conditions		
Ability to accept all job assignments related to the job willingly.		
Total for section E		

**Section F. POLICY & PROCEDURE:**

Follows Food Service Department procedures, guidelines, and programs.

	<b>Rating</b>	<b>Comments</b>
Follows proper procedures & guidelines		
Follows directions as assigned		
Completes paperwork accurately and on time		

Total for section F

<b>Attendance:</b>	Sick		Bereavement		Personal	
	Sick No pay		Jury Duty		Personal No pay	

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EMPLOYEE'S COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Note: By signing this form, the employee acknowledges having read and discussed this evaluation with the evaluating manager, but does not indicate that the employee necessarily agrees with the evaluation.*

## PERFORMANCE EVALUATION

<b>Employee:</b>	
<b>Review Period:</b>	
<b>Job Title:</b>	
<b>Department:</b>	
<b>Evaluator:</b>	<b>Title:</b>
<b>Department Head:</b>	

### Performance Guide

**A. Ability to work cooperatively with others:**

Maintains a professional relationship with employees, students, faculty, management, and administration at all times. Demonstrates a positive attitude in the work environment.

**B. Motivation and Initiative:**

Displays personal motivation and initiative in making the workplace and operations safe and successful.

**C. Food Safety/Sanitation/ Personal Hygiene:**

Follows all policies of the Food Service Department and instructions of the manager relating to safety measures, sanitation practices, and personal standards.

Performs duties involved in the safe preparation and handling of food, cleaning and sanitizing of equipment and facilities, and serving of food.

**D. Dependability:**

Arrives at work on scheduled days and on time. Follows the Food Service Department policy when unable to report to work at the assigned time. Is considerate of co-workers workload in a fast past environment.

**E. Versatility**

Is flexible and is able to adjust to changing conditions at all times while maintaining professionalism.

**F. Policy & Procedures:**

Follows Food and Nutrition Services Department procedures, guidelines, and programs.

Exceeds Expectations = 72-80
Meets Expectations = 60-71
Needs Improvement = 55-59
Unsatisfactory = 54 or below

**Exceeds Expectations:** Goes above and beyond the scope of duties set by the Food Service Department.

**Meets Expectations:** Meets required Food Service Department standards and expectations.

**Needs Improvement:** Falls below required Food Service Department standards and expectations.

**Unsatisfactory:** Falls significantly below Food Service Department standards and expectations

<b>A. Ability to work cooperatively with others:</b>
<b>B. Motivation and Initiative:</b>
<b>C. Food Safety/Sanitation/ Personal Hygiene:</b>
<b>D. Dependability:</b>
<b>E. Versatility</b>
<b>F. Policy &amp; Procedures:</b>
<b>G. Over all</b>

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

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

Food Service Director: \_\_\_\_\_

**Exceeds Expectations 72-80**

**Meets Expectations 60-71**

**Needs Improvement 55-59**

**Unsatisfactory 54 and Below**

**Attendance**

Always on time

4- never late and never requests to leave early

3- not on time or requests to leave early no more than 3 times annually

2- not on time or requests to leave early no more than 5 times annually

1- not on time or requests to leave early more than 6 times annually

**Attendance**

4-No more than 2 days off annually

3-No more than 5 days off annually

2-No more than 8 days off annually

1- 9 days and above

This does not include absences due to circumstances for hospitalization or long-term illness, emergencies or other similar legitimate absences.

This also does not include absences due to paid personal days, bereavement or Jury Duty.

**DEDHAM SCHOOL COMMITTEE  
AND  
THE DEDHAM EDUCATION ASSOCIATION, CAFETERIA WORKERS  
TENTATIVE AGREEMENT**

1. Three year contract: September 1, 2013-August 31, 2016

2. **Longevity:** Article 11.6

Increase longevity amounts by \$50 for each level

3. **Clothing Allowance:** Article 15.2

Increase clothing allowance from \$60 per contract year to \$90 per contract year.

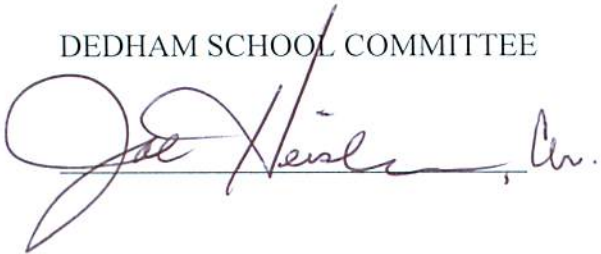
4. **Appendix A, Salary Schedule**

Year 1: 1% increase

Year 2: 1.5 % increase

Year 3: 2% increase

DEDHAM SCHOOL COMMITTEE



6/19/13  
Date

DEDHAM EDUCATION ASSOCIATION, CAFETERIA WORKERS



6/3/12  
Date



6/4/12



6-4-13