

Contractual Agreement
between
The Franklin School Committee
and
The Franklin School System
Cafeteria Association

July 2016 through June 2019



"Together we achieve the extraordinary"

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Employment Agreement Cafeteria Employees

Preamble

This Agreement entered into by the School Committee of the Town of Franklin, Massachusetts, hereinafter referred to as the School Committee, and the Franklin School System Cafeteria Association, hereinafter referred to as the Association, or Employees, has as its purpose a procedure for the resolution of differences and the establishment of terms and conditions of employment on behalf of all permanent full and part-time employees of the bargaining unit.

ARTICLE I Recognition

The School Committee recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment on behalf of all permanent cafeteria employees of the Franklin School Committee, excluding the Food Service Director and all other non-unit employees. The Cafeteria Unit will be represented by the Franklin Education Association.

The Association hereby accepts the published rules and regulations of the School Committee as they apply to the members of the Association and the Association further agrees to abide by these rules and regulations.

ARTICLE II School Committee Rights

Nothing in this Agreement shall be construed to in any way alter, modify, change, or limit the authority and jurisdiction of the School Committee, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the Decisions of the Supreme Judicial Court of Massachusetts, the laws of the United States, the decisions of the Supreme Court of the United States, or any law or order pertinent thereto.

As to every matter not specifically mentioned or provided for this Agreement, the School Committee retains all the powers, rights and duties that it has by law. The School Committee has final responsibility for establishing the policies of the public schools in Franklin.

ARTICLE III Separability

Should any provision of the Agreement be found to be in violation of any Federal or State Law or Civil Service Rules and Regulations, the remaining provisions shall remain in full force and effect.

ARTICLE IV Duration

This Agreement shall commence July 1, 2016 and extend through June 30, 2019. This contract will automatically be renewed to include the period July 1, 2019 to June 30, 2020, unless either party notifies the other party in writing on or before November 1, 2018, of its desire to modify or amend this Agreement. This Agreement will automatically extend for subsequent periods of one year unless either party notifies the other in writing each November 1 preceding the yearly period in question.

ARTICLE V

Agency Service Fee

The Committee agrees to require, as a condition of employment, that all employees, except those employees certified as members to the Committee by the Association, pay annually or by dues deduction to the Association, as of the 30th day subsequent to the effective date of this Agreement or 30 days subsequent to the execution of this Agreement, whichever is later, an Agency Service Fee. The Agency Service Fee shall be equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent and those with whom they are affiliated, to or from which membership dues are paid. The amount of the fee will be consistent with statutory requirements and will be certified annually to the Committee by the Association.

However, it is expressly understood that any cafeteria worker who was not a member of the Union as of the 2005-2006 school year shall be exempted, if he/she so desires, from the requirements of this section for the duration of his/her employment by the Franklin Public Schools.

ARTICLE VI

No-Strike Clause

The Association on its own behalf and on behalf of each of the employees that it represents, hereby agrees and covenants that, during the term of this Agreement, and for twelve (12) months thereafter, the Association will not authorize, approve, participate or in any way encourage any strike, work stoppage, slowdown or the withholding of service from the employer, the Franklin School Committee, and the Town of Franklin.

It is further agreed that the Association will not interfere, restrain or coerce any person from seeking employment with the Franklin School Department.

It is further agreed that any employee covered by this Agreement who violates this provision or any part thereof, subjects himself/herself to disciplinary action, suspension or discharge from work.

ARTICLE VII

Association Representation and Access to Premises

The Association shall designate in writing to the School Committee the name of its Representative.

The School Committee agrees to permit other authorized Association representatives reasonable access to the school premises to discuss grievance with Association members, providing they first obtain permission to do so from the Superintendent of Schools.

ARTICLE VIII

Civil Service

It is agreed; all cafeteria employees who possessed permanent appointments on/before July 1, 2003 shall retain such rights as are derived from the Civil Service Law.

Any employee hired after July 1, 2003 will not be hired pursuant to the provisions of Mass. G.L. c. 31, the so-called Civil Service Law, but instead, will be hired in accordance with the provisions of this Contract. Any and all employment rights of those employees hired after July 1, 2003 shall be derived from this Contract only and not from Mass. G.L. c. 31.

ARTICLE IX
Seniority

A Seniority List shall be made available to the manager/cook at each school and maintained in current status by the Office of the Director of Human Resources. School Administration will provide an updated seniority list, by October 15th. Challenges to the list must be made in writing to the Director of Human Resources no later than 30 days after publication of the list. Notification will then be sent to the FEA president indicating that the list is final. The Association may access other employee information only with the written consent of the individual employee(s) involved.

Seniority shall be determined by the date of permanent employment by the School Committee and not by the date of Civil Service appointment. A permanent employee is defined as one who is employed on a regular daily basis during the normal school year.

Seniority with respect to the filling of vacancies shall be in accordance with the provisions of Article X, Filling of Vacancies.

Seniority with respect to the reduction in number of cafeteria employees shall be in accordance with the provisions of Article XII, Reduction in Force.

Seniority with respect to the granting of overtime shall be in accordance with the provisions of Article XIII, Work Schedule and Overtime Provisions.

ARTICLE X
Filling of Vacancies

When the Administration determines that a vacancy requires filling, including new positions, the School Committee shall post notices of this opening on the electronic mail system used by the schools within five (5) days. The posting period shall consist of (5) working days. In addition, the School Committee may, at its discretion, advertise the position outside the school system. Cafeteria employees wishing to be considered for the position shall make a written application to the Director of Human Resources by the closing date indicated in the posting. The successful applicant will be appointed within fifteen (15) working days of the closing date of the posting period.

The School Committee shall consider all applicants in a fair and impartial manner. The new applicant appointed shall serve on a trial basis for the first sixty (60) working days during which time she/he may be replaced by the School Committee as they, in their sole discretion, so determine. The anniversary date will be the first day worked as an appointed employee. Any time worked as a substitute cafeteria worker will not be counted.

If the position is to be filled from within and the qualifications of employees who have applied are equal, then the employee with the most seniority shall be appointed.

When a cook/manager is absent for four or more consecutive hours, the replacement cafeteria worker will receive the hourly wage rate for the position for which they are filling.

ARTICLE XI
Probationary Period

The new applicant appointed shall serve on a trial basis for the first sixty (60) working days during which time she/he may be replaced by the School Committee as they, in their sole discretion, so determine.

Benefits under this contract will not accrue until the 60-day probationary period has successfully been completed.

ARTICLE XII
Reduction in Force

When a reduction in Cafeteria Employees is necessary, the seniority list will be used to determine such reduction; those with the least seniority shall be laid off first in conformance with Civil Service Rules and Regulations where applicable. Classification, as used herein, is as defined in Article XVII, Section 17.1, Classification.

ARTICLE XIII
Work Schedule and Overtime Provisions

All cafeteria employees shall conform to the work schedule provisions as delineated in Section 13.1 below and be entitled to the overtime provisions as set forth in Section 13.2 below.

13.1 - Work Schedule

Full time employees shall work a minimum of thirty (30) hours per week and be entitled to an unpaid one-quarter (1/4) hour lunch period. Employee start, stop, lunch and break times shall be determined by the Food Services Director or his/her designee. The normal working year for the full time employees, excluding holidays and vacation leave, shall correspond to the number of days school is in session and up to a maximum of four (4) days before and two (2) days after the school year, days to be determined by the Food Service Director. In addition, cafeteria workers may be asked to work in the summer to support programs. Rate of pay for all work performed in the summer shall be at the employee's hourly rate. Seniority with respect to the granting of this additional summer work shall be in accordance with the provisions of Article XIII, Section 13.2. Employees will only be paid for time worked, holidays and vacation leave and other leave as per this contract.

When school is in session and lunches are served, the number of cafeteria employees will not be reduced, unless done voluntarily.

13.2 - Overtime

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1-1/2) times his/her regular rate of pay for work in excess of forty (40) hours in any one week.

Overtime work must be authorized in advance by the Food Service Director. No employees shall refuse to work overtime in case of an emergency. Absence because of a paid holiday or authorized sick leave shall be considered working time for the purpose of this Article.

Any employee called back to work, after having completed his/her assigned work and having left her place of employment, and before his/her next regular scheduled starting time, shall be paid \$20 per hour for School Department functions, with a minimum guarantee of two (2) hours.

Any outside organization using kitchen cooking facilities shall have at least one (1) cafeteria worker on duty, at a minimum rate of twenty-five dollars (\$25) per hour, with a minimum guarantee of two (2) hours.

The first priority for offering overtime will be to cafeteria employees of the School affected. Otherwise, overtime shall be offered on a rotating basis to all qualified employees according to seniority. Overtime vouchers shall be submitted to the Food Service Director for verification and delivery to the Central Office for processing.

ARTICLE XIV
Absence and Leave Benefits

Full time (30 hours or more per week) cafeteria employees covered by this Agreement shall be entitled to the absence and leave benefits set forth below.

Absence and leave benefits for part-time cafeteria employees whose normal working week equals or exceeds fifteen (15) hours per week shall be prorated accordingly. Absence and leave benefits under this Article shall not be paid to part-time cafeteria employees whose normal work- week is less than fifteen (15) hours.

14.1 - Holiday Leave

The following days shall be considered to be paid holidays on the days celebrated as provided by State Law:

Labor Day (if school is in session)	Columbus Day	Veterans' Day	
Thanksgiving Day	Christmas Day	New Year's Day	M. L. King Day
Presidents' Day	Patriot's Day	Good Friday (except if school is in session and lunches are served)	
Memorial Day	Rosh Hashanah (except if school is in session)	Yom Kippur (except if school is in session)	

Holiday pay shall be paid as straight time at the employee's regular scheduled daily hours.

"School is in session" shall refer to when students are in school.

14.2 - Sick Leave

Cafeteria employees covered by this Agreement hired prior to July 1, 2013 shall be entitled to sick leave earned at the rate of one and one-quarter (1-1/4) days for each month worked not to exceed twelve and one-half (12-1/2) days in a school year. Credit is to begin the first working day of the month in which employed after the successful completion of the probationary period. An employee in continuous employment shall be credited with the unused portion of leave granted up to a maximum of one hundred twenty five (125) days. Any employee who has accumulated in excess of one hundred twenty five (125) days as of September 1, 2010, shall be allowed to maintain such balance until such time as that balance falls below one hundred twenty five (125), at which time the cap of one hundred twenty five (125) shall become effective. After completion of ten (10) years of service with the Franklin School Department and, upon retirement employees hired prior to September 1, 2010 who are covered by this contract shall be entitled to compensation for any unused Accumulated Sick Leave at a rate of twenty dollars (\$20) per day up to a maximum of two thousand dollars (\$2,000).

Cafeteria employees covered by this Agreement hired after July 1, 2013 shall be entitled to sick leave earned at the rate of one day for each month worked not to exceed ten days in a school year. Credit is to begin the first working day of the month in which employed after the successful completion of the probationary period. An employee in continuous employment shall be credited with the unused portion of leave granted up to a maximum of one hundred (100) days.

An employee who is incapacitated by reason of injury sustained in the course of, and arising out of, his/her employment by the School Committee may elect to receive from his/her accumulated sick leave the difference between his/her normal work week compensation and the weekly indemnity of the Worker's Compensation Act, beginning the first day of incapacity. Likewise, any employee who is entitled to collect a weekly indemnity under the Worker's Compensation Act because of an employment related injury may, at his/her option elect to defer payment of all or part of her due sick leave for the period of her incapacity.

Injury, illness or disability self-imposed, or resulting from the use of alcohol or drugs shall not be considered a proper claim for leave under this section.

Any employee seeking a temporary job accommodation based upon medical documentation must request said accommodation prior to returning to work. All requests will be reviewed by the Superintendent of Schools in conference with the Director of Food Services to determine if a reasonable accommodation can be made. Any employee unable to return to full duty without restriction will be required to use any available sick time until such time a decision is rendered.

A doctor's certificate may be required at any time at the discretion of the Food Service Director and/or the Superintendent of Schools. Immediate notice of absence must be given to the immediate supervisor, or the Food Service Director. Failure to do so will result in the loss of pay.

Information on accumulated sick leave shall be given to each employee on or before October 1 of each year.

Members of this unit may use up to six (6) days of their annual sick leave accumulation for the purposes of taking care of an ill parent, child or other relative living in the member's household. Consideration may be given to extended family members requiring immediate care.

Members of this unit will receive a stipend of two (2) days pay at their rate of pay if they have perfect attendance during the school year. Perfect attendance requires that the member not use any sick or personal days during the school year. However, the use of bereavement and jury duty days are excluded for purposes of calculating perfect attendance under this section.

14.3 - Vacation Leave

Permanent full time cafeteria employees covered by this Agreement hired before September 1, 2010 shall be entitled to the vacation benefits indicated below in accordance with their years of creditable service. A year of creditable service is defined as the number of days school is in session and a maximum of four (4) days before and two (2) days after in a permanent full time status. All cafeteria employees shall take vacations when schools are closed, i.e., winter and spring vacations and summer.

After one (1) year of creditable service to five (5) years -----Eleven (11) working days
After five (5) years of creditable service to ten (10) years -----Fourteen (14) working days
After ten (10) years of creditable service and over -----Eighteen (18) working days

All permanent cafeteria employees covered by this agreement hired after September 1, 2010 shall be entitled to the vacation benefits indicated below in accordance with their years of creditable service as defined above:

After one (1) year of creditable service to five (5) years -----Four (4) working days
After five (5) years of creditable service to ten (10) years - -----Seven (7) working days
After ten (10) years of creditable service and over -----Ten(10) working days

14.4 - Bereavement Leave

In case of death in the immediate family of any unit member, said unit member may be absent to attend funeral or memorial services for up to five (5) calendar days commencing with the day after the death. Immediate family shall include father, mother, sister, brother, wife, husband, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchild, relative or other person living in the same home as the unit member. One (1) day or days at the discretion of the Superintendent of Schools may be allowed to attend the funeral or memorial services for other members of the family.

In the event that a memorial service for a family member is deferred or that travel out of the New England Region is required, deferral of bereavement leave may be granted at the discretion of the Superintendent of Schools providing the Cafeteria Worker has not used the five (5) bereavement days. All requests for bereavement shall be made in writing to the Superintendent of Schools.

14.5 - Leave of Absence

A cafeteria employee may be granted a leave of absence in for personal sickness or accident without loss of fringe benefits upon approval of the School Committee. A request for extension of an original leave shall be processed as an original leave of absence request. Requests for such leave or extension of leaves will be supported by appropriate medical information.

A cafeteria employee may request leave of absence for other than personal illness or accident. The request shall be reviewed by the School Committee and, if granted, the employee shall forfeit all employee fringe benefits for the period of the leave. Any cafeteria employee who accepts employment on such leave shall be deemed to have resigned unless the cafeteria employee has received permission for such employment from the School Committee.

Requests for Leave of Absence shall be submitted in writing to the Food Service Director with a copy forwarded to the Superintendent and the Director of Human Resources.

14.6 - Personal Leave

Personal Leave time totaling two (2) days per school year, with pay, will be granted to each cafeteria employee for the purpose of conducting urgent personal business which cannot be handled outside the regular work day. Requests for personal days shall be submitted to the Food Service Director a minimum of 3 days in advance except in cases of emergency. Personal days may only be taken before or after a vacation or holiday with the advance notice and authorization of the Superintendent or his/her designee. Personal days shall not be taken for recreational and/or leisure activities. Personal day(s) used for bereavement purposes will be excluded from the perfect attendance calculation.

ARTICLE XV
Miscellaneous Fringe Benefits

Full time (30 hours per week or more) cafeteria employees covered by this Agreement shall be entitled to the miscellaneous fringe benefits set forth below.

Unless explicitly established otherwise within the individual subsection of this Article, miscellaneous fringe benefits for part-time cafeteria employees whose normal working week equals or exceeds fifteen (15) hours per week shall be prorated accordingly. Miscellaneous benefits under this Article shall not be paid to part-time cafeteria employees whose normal working week is less than fifteen (15) hours.

15.1 - Uniform Allowance

A uniform allowance shall be provided all permanent cafeteria employees to apply to or defray the cost of a uniform required in the course of employment, the style and color of said uniform to be established by the Food Service Director.

The sum of two hundred fifty (\$250) dollars shall be paid to each cafeteria employee, both full time and part-time, each school year after said employee has completed six months of service, half the allowance to be paid on or before October first and the remainder on or before January first. Any worker returning from a leave of absence said leave being four weeks or more in duration, shall receive a prorated uniform allowance. The pro-ration factor shall be established as the ratio of the total number of work -weeks in a work year, less the leave period (in weeks) to the total number of work- weeks in a work year, i.e. (36 - number of weeks of

leave) 36. Half of the prorated allowance shall be paid one (1) month after his/her return and the remainder, three (3) months thereafter, or the end of the school year, whichever occurs first. Cafeteria employees shall provide receipts documenting purchase of either navy or black pants, a white, collared polo-type shirt, and/or black non-slip shoes. Two aprons with pockets per year shall be provided each employee.

15.2 - Longevity

Full time cafeteria employees hired before July 1, 2013 shall be eligible for longevity differential pay as follows:

- \$250 after 5 years of continuous service
- \$350 after 10 years of continuous service
- \$450 after 15 years of continuous service
- \$550 after 20 years of continuous service

Full time cafeteria employees hired after July 1, 2013 shall be eligible for longevity differential pay as follows:

- \$250 after 15 years of continuous service
- \$350 after 20 years of continuous service

Payment shall be made in a separate check on employee's anniversary date. Longevity for part-timers hired after July 1, 2013 shall be pro-rated based on the number of hours worked per day.

15.3 - Mileage Reimbursement

Cafeteria employees who are required to travel between two or more schools on a regular basis, or who are regularly required to travel between their home and place of employment more than once in a working day shall be compensated at the same per mileage rate that the Town of Franklin pays to other town employees. Mileage shall be established on a predetermined routing basis mutually agreed upon by the Human Resources Director and a representative of the Association.

Mileage payments shall accrue for each quarter and be paid in December, March and June.

15.4 - Sick Leave Bank

A. Purpose

The Franklin School Cafeteria Personnel' Sick Bank will enable all cafeteria employees covered by the contract between the Franklin School Cafeteria Association and the Franklin School Committee to voluntarily contribute one (1) day per year of their accumulated sick days for use by a participating member whose sick leave is exhausted through prolonged illness.

B. General Provisions

1. At the time of hire, the employee will be provided with a Sick Bank application form. The employee must elect either or not to join the Bank within thirty (30) days of his/her date of hire. If the application form is not returned within this time frame the employee will be considered as having declined membership. Once enrolled in the Bank, membership is continuous. Members of the Sick Bank will contribute one day each year until the bank reaches 125 days. If the number of days in the Sick Bank falls below 125 days, then each member of the Sick Bank will contribute one (1) additional day of his or her sick days to the bank.

2. The Sick Bank will be used only when a cafeteria employee is prevented from working because of sickness or injury and when this disability is of a prolonged nature, that is, ten (10) consecutive working days or more.
3. To be eligible for Sick Bank days, the applicant must have accumulated at the beginning of the prolonged illness at least thirty (30) percent of the maximum accumulated sick leave available to the cafeteria employee since his/her permanent full-time employment or at least thirty (30) percent of the maximum accumulated sick leave available to the cafeteria employee since her/his last prolonged illness.
4. A doctor's certificate, along with a sick bank request form shall be required as consideration for benefits under the Sick Bank plan.
5. The Sick Bank will cover prolonged illness only after the applicant's accumulated sick days have been exhausted.
6. Total benefits given under the Sick Bank plan shall not exceed 35 days, assuming there are enough days accumulated in the Sick Bank.
7. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee of two members designated by the Association and two members designated by the School Committee, in addition to the Human Resources Director as a non-voting member.
8. Any end- of-year balance in the Sick Bank will be carried forward to the next year, not to exceed 125 days in the Bank.

ARTICLE XVI
Mandatory Direct Deposit/Employee Self Service

All cafeteria employees will be subject to enrolling in the town's Payroll Direct Deposit Program. In addition, all cafeteria employees will access their paycheck stub information via the Town's electronic Employee Self Service Module.

ARTICLE XVII
Work Classifications and Wage Schedules

Cafeteria employees covered by this Agreement shall be classified and paid pursuant to the following provisions of this Article.

17.1 - Classification

The cafeteria employee classifications comprising membership in the bargaining unit shall include the following:

Manager Cook A This classification encompasses head cook providing meals for two (2) schools, having kitchen facilities. Mgr/Cook A will receive .25 cents more per hour. The Manager at Franklin High School shall also be paid at this rate.

Manager Cook B This classification encompasses head cook providing meals for one (1) school, having kitchen facilities. Mgr/Cook B will be paid according to the regular salary schedule listed below.

Lead Person (all schools) This classification encompasses those positions where the Food Service Director assigns responsibilities that are in addition to those required of a Cafeteria Worker but fall short of the job requirements of a Manager-Cook.

Cafeteria Workers (all schools) This classification encompasses all cooks, cashiers and helpers.

17.2 - Wage Schedule Classification

Year		2015-2016	2016-2017	2017-2018	2018-2019
Manager/Cook	MGRB	16.82	17.16	17.59	18.12
	MGRA	17.07	17.41	17.85	18.39
Lead Worker	LEAD	12.56	12.81	13.13	13.52
Cafeteria Workers	PWKR	12.19	12.43	12.74	13.12
*Grandfathered Worker	GFWK	14.53	14.82	15.19	15.65

*This classification is formerly a full-time worker. Effective 9/1/2010 no additional employees will be placed in this classification. This classification shall be eliminated when the current employees in this classification are no longer employed.

ARTICLE XVIII
Training/Certifications

All cafeteria employees shall annually be certified in the Foreign Body Airway Obstruction Technique. In addition, all cafeteria employees shall work towards becoming certified in ServeSafe procedures and shall be required to attend HACCP trainings as directed and provided by the Food Service Director.

When requested, cafeteria employees shall attend scheduled trainings during the course of the school year. A tentative schedule of training dates shall be provided at the beginning of the school year.

ARTICLE XIX
Board of Health Regulations

All cafeteria employees are required to uphold and adhere to the Rules and Regulations and Guidelines that have been established by the State and local Board of Health as related to proper food preparation and personal hygiene.

ARTICLE XX
Grievance and Arbitration

Any grievance or dispute, which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled pursuant to the terms of this Article. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems, which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The School Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedure level involved.

Level One - The employee with a grievance will first discuss it within twenty (20) working days of the date of the grievance or its knowledge of the grievance with his/her immediate supervisor or with the Food Service Director with the object of resolving the matter informally. The Association Representative may be present. The Food Service Director must render a decision within five (5) working days of said presentation.

Level Two - If the grievance is not satisfactorily resolved at Level One, the employee may, with the Association Representative's concurrence, present the matter in writing to the Director of Human Resources, with carbon copies to the Superintendent of Schools and the School Committee within five (5) working days following such Level One presentation.

The Director of Human Resources shall, within eight (8) working days after receipt of the written grievance, notify and meet with the aggrieved employee and the Association Representative in an effort to resolve the matter. The Director of Human Resources shall render his/her decision to the grievance in writing within five (5) working days. Group grievances will be processed at this level.

Level Three - If the grievance is not satisfactorily resolved at Level Two, the Association Representative may present the grievance in writing to the Superintendent of Schools within five (5) working days of receipt of the written response of the Director of Human Resources.

The Superintendent of Schools shall, within eight (8) working days after receipt of the written grievance, notify and meet with the aggrieved employee and the Association Representative in an effort to resolve the matter. The Superintendent shall render his/her decision to the grievance in writing within five (5) working days. Disciplinary, dismissal, or suspension procedures will, if necessary, be processed at this level.

Level Four - If the grievance is still unresolved at Level Three, the Association Representative may, within five (5) working days of receipt of the written response of the Superintendent, send written notification of the grievance and copies of all prior grievance-related correspondence by certified mail to the Chairman of the School Committee. The School Committee at its next regularly scheduled meeting, or a meeting specifically convened for this matter, shall meet with the aggrieved employee and Association Representative in an effort to resolve the matter. The School Committee will take the grievance under advisement and render a decision no later than (10) days following its next regularly scheduled meeting.

Level Five - If the grievance has not been satisfactorily resolved at Level Four, either party may, by giving written notice within ten (10) school days following the receipt of the School Committee disposition, submit

the grievance to the American Arbitration Association for disposition in accordance with the applicable Rules of the American Arbitration Association, provided, however, no grievance shall be submitted to arbitration that:

- 1) involves a matter, which is outside the scope of the terms of this Agreement;
- 2) involves a matter, which could not as a matter of law be effectuated by the School Committee;
- 3) involves a matter, which was a proposal in negotiations but not included in the express terms of the Agreement;
- 4) involves a matter, which has not been presented in a timely fashion in accordance with the time limitations set forth herein.

Selection of an arbitrator shall be by mutual consent of both parties. In the event that the parties are unable to agree on an arbitrator, a list of five qualified arbitrators will be requested from the American Arbitration Association. From this list, the Association and School Committee will in turn strike the name of the arbitrator until there is only one remaining name. The last remaining arbitrator will be used. The cost of the arbitration proceedings will be equally shared by the parties to this agreement. The findings of the arbitration will be binding upon both parties.

Article XXI

CAFETERIA SUPPORT PERSONNEL
PERFORMANCE APPRAISAL
PROCESS/GUIDELINES

All Cafeteria Support Personnel are to be appraised yearly. The appraisal will take place during the month of May. The school food service director will initiate and conduct the appraisal with input from any necessary personnel.

Purpose:

The appraisal should consist of:

- ◆ An objective review and evaluation of the employee's performance in relation to the specific job description and any improvement goals previously established.
- ◆ A two-way discussion during which the employee and immediate supervisor discuss the employee's strengths and review those areas where further development/improvement is needed.

DIRECTIONS:

- ◆ It is important to schedule a meeting with the employee and let the employee know in advance when and for what purpose the meeting will take place.
- ◆ It is also important to give the employee a blank copy of the appraisal tool ahead of time and ask that he/she rate his/herself and/or start thinking about their performance strengths and opportunities for improvement.
- ◆ The "comments" and "action plan" lines are to be used to cite examples of actual behaviors which support your ratings, particularly in the "exceeds" and "needs improvement" (N/I) categories. For any rating that is below there must be an action plan outlined for improvement.
- ◆ Jointly establish developmental/improvement objectives, action plans, along with target dates to be addressed during the year. For any needs improvement rating there must be an action plan outlined for improvement. The expectation(s), a reasonable timetable for meeting the expectation(s), along with a means, should be clearly identified in this action plan.
- ◆ Provide the employee with the opportunity to make written comments about the appraisal after you have completed all of the comments and ratings.
- ◆ Submit signed copy of appraisal to the Human Resources Office for review and filing.

IN WITNESS THEREOF the parties by their authorized representative do affix their signature hereto:

Franklin School Committee

Franklin Cafeteria Association

Kevin O'Malley, Ed.D., Chairman
Franklin School Committee

Donna Grady, FEA President, Cafeteria Unit