MEMORANDUM OF AGRÉEMENT BY AND BETWEEN THE SCHOOL COMMITTEE OF THE TOWN OF BROOKLINE AND

AFSCME COUNCIL 93, AFL-CIO BUILDING SERVICE EMPLOYEES July 2018

The School Committee of the Town of Brookline (School Committee) and AFSCME Council 93, AFL-CIO Building Service Employees (Council) agree to extend their July 1, 2015-June 30, 2018 collective bargaining agreement through June 30, 2021 with the following changes;

- 1. Agreement; Term of Agreement
 - A. Amend agreement to reflect duration of July 1, 2018 through June 30, 2021.
- 2. Article XX- Evaluation Instrument (New Language)
 - A. All custodians will be evaluated beginning January 1 or July 1 at the discretion of the supervisor. Employees will be notified when the evaluation period begins
- 3. ID Badges Proposed Article XIII Section 3
 - A. -ID badges will be worn by all custodial employees during the work shift of the employee. Employees will report lost or damaged badges immediately for replacement.
- 4. Vacation Article VI
 - A. Add to Section 5 Vacation buy back requests will only be honored between May 15 and June 15 of each year. Late requests will be denied.
 - B. New Section 6 Employees hired after July 1, 2018 are eligible to roll over no more than the equivalent of their annual allotment.
- 5. Check off In accordance with Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the Employer shall deduct from earned wages periodic Union membership dues from those employees who individually authorize such deductions in the form attached and marked "Appendix A" upon the date of their authorization or date of hire, whichever occurs first. The Employer will remit all sums deducted to the Treasurer of the Union together with a list of the employees from whom such dues have been deducted. Providing there is no equipment breakdown or personnel shortage, such remittance shall be made by the tenth day of the succeeding month.

6. Article III Hours of Work and Salaries and amend the salary tables

A. Increase the hourly rates in the salary tables to reflect the following:

Fiscal Year	Effective Date	Increase
FY 2019	July 1, 2018	2.0%
FY 2020	July 1, 2019	2.0%
FY 2021	July 1, 2020	2.0%
	September 1, 2020	0.5%

B. Add the following new sections to Article III Section 9:

Pay-Day; The Union agrees that the School Committee has satisfied all of its bargaining obligations associated with changing pay day from Thursday to Friday. The School Committee agrees to provide the Union with 30 calendar days' notice prior to implementing the change from Thursday pay to Friday pay day.

Bi-Weekly Pay: The Union agrees that Brookline School Department has satisfied all of its bargaining obligations associated with changing from weekly pay to bi-weekly pay. The Town agrees not to implement bi-weekly pay for employees represented by the Union until such time as it is implementing bi-weekly pay for all Town employees represented by other Town unions including the fire and police unions. The Town agrees that the first time it implements bi-weekly pay for employees represented by the Union it shall pay such employees a one-time, lump sum transition payment of three hundred dollars (\$350.00), less regular and ordinary deductions for state and federal taxes and other withholdings required by law. Such payment shall be made during the week between the last weekly paycheck. The Town agrees to provide the Union with 30 calendar days' notice prior to implementing the change to Bi-weekly pay schedule.

7. Uniforms: Art XIII Sec 1 A) Increase to \$650 and add the following language;

A The following items are on the approved uniform list. Items not listed should not be worn, work. Beginning on January 1, 2019 all tops should have the town logo, public schools of Brookline and Custodial Services displayed on the front of the top. No other symbols or writing should be visible on the shirts worn.

Approved Uniform

- Sweatshirts, long sleeve tees, short sleeve tees
- Blue, black, tan or gray pants or shorts
- Work boots or sneakers
- Hats (as necessary)
- 8. Article III Sec 1 second paragraph; change seniority date to 1996...

9. Section 3 Longevity Allowance: An employee who has accrued continuous service as indicated shall receive a longevity pay increase as follows.

 July 1, 2018

 10 years
 \$710/year

 15 years
 \$860/year

 20 years
 \$1010/year

 25 years
 \$1210/year

 30 years
 \$1510/year

10. Section 2 (b) Night Differential per day

7/01/18 \$13.9040 (1.5%) 7/01/19 \$14.1126 (1.5%) 7/01/20 \$14.2537 (1.0%)

- 11. Article V Sec 2 The District will follow state law regarding the celebration of holidays
- 12. Article VI Sec 2 Remove the following language:

For employees hired after ratification:

Notice of Change of Practice:

- 1. Beginning January 1, 2019 all custodial employees will begin using AESOP as the absence management system in the District. All requests for vacation, sick, A (personal days) and leave without pay will be submitted electronically. Employees will be trained on using the system in December 2018. (We will need to adjust the leave language in the contract to reflect usage of an electronic system)
- 2. In accordance with Article 7 of the contract, beginning January 1, 2019, all custodial employees will begin using a district provided time sheet to record their start and end time each day
- 3. Beginning January 1, 2019 all newly hired House Workers will move to working 19 hours per week and 12 months a year. Currently employed House Workers who don't want to move to 12 months will be allowed to continue their current schedule.

This Memorandum of Agreement is subject to ratification by the Union membership, approval by the School Committee for the Public Schools of Brookline.

Agreed to by the School Committee and the Union on the date(s) indicated below.

For the School Committee

For Local 93, AFSCME, AFL-CIO Mochuel Forlland

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