

Contract
between the
Brookline School Committee

and the

**Massachusetts School Food Service
Association
Brookline Chapter**

2009-2012

FOOD SERVICE

CONTENTS

PAGE

ARTICLE I	RECOGNITION	3
ARTICLE II	DEFINITIONS	3
ARTICLE III	HOURS OF WORK AND SALARIES	4
Section 1	Hours of Work	4
Section 2	Salaries	4
Section 3	Promotions	5
Section 4	Notice of Existence of Permanent Vacancy.....	5
Section 5	Temporary Transfers.....	5
Section 6	Overtime Compensation	6
Section 7	Longevity Allowance.....	6
Section 8	Special Functions and/or Catering Functions	6
Section 9	Differentials	7
Section 10	Sick Leave Bonus	7
ARTICLE IV	LEAVE	7
Section 1	Personal Illness	7
Section 2	Death	8
Section 3	Court Appearance	8
Section 4	Administrative Leave.....	8
Section 5	Termination of Employment.....	9
ARTICLE V	GRIEVANCE PROCEDURE.....	9
ARTICLE VI	NO STRIKES	12
ARTICLE VII	UNIFORMS.....	13
ARTICLE VIII	HEALTH EXAMINATIONS	13
ARTICLE IX	AUTHORITY OF THE SCHOOL COMMITTEE.....	13
ARTICLE X	UNDERSTANDINGS.....	14
ARTICLE XI	CONTRARY TO LAW	15
ARTICLE XII	CHECK-OFF.....	15
ARTICLE XIII	PROFESSIONAL DEVELOPMENT	15
ARTICLE XIV	SICK LEAVE BANK	16
ARTICLE XV	DURATION.....	17
APPENDIX A	18

AGREEMENT

AGREEMENT made and entered into as of the 1st day of July 1, 2009 by and between the SCHOOL COMMITTEE OF THE TOWN OF BROOKLINE (hereinafter referred to as the “School Committee”), and the A Federation of State, County, and Municipal Employees, Local 1358, School Food Service Employees (hereinafter referred to as the “Local 1358”).

ARTICLE I **RECOGNITION**

Pursuant to a Certification of Representatives issued by the Massachusetts Labor Relations Commission on June 22, 1996, the School Committee recognized the Local 1358 as the exclusive bargaining agent of a unit of Cafeteria Employees of the Brookline School Committee. This unit includes employees in the following classifications: Kitchen Manager, Assistant Cook, Cafeteria Helper, Food Services Courier with job description as currently in existence, but excludes supervisors and all other employees of the School Committee.

ARTICLE II **DEFINITIONS**

Section 1

The words “employee” and “employees”, as hereinafter used in this Agreement, refer only to such employees as fall within the collective bargaining, unit described in Article I hereof.

The term “regular” employee, as hereinafter used in this Agreement, shall refer only to such employees who hold permanent or provisional status in a regular assigned position. The term “temporary” employee, as hereinafter used in this Agreement, shall refer to an employee who (a) substitutes for a regular employee, or (b) is engaged for a period of time for a special assignment or for additional work, or (c) is serving on an intermittent provisional basis. Unless otherwise stated in this Agreement, all terms and provisions apply both to regular and temporary employees.

Section 2

Whenever used in this Agreement, the male noun or pronoun is used to include the female noun or pronoun wherever the context permits or requires.

Section 3

The term “rate 2”, as hereinafter used in this agreement, shall refer to the per diem hourly rate for each employee. The term “rate I “, as hereinafter used in this agreement, shall refer to the hourly rate used when determining the payroll check each week for 42 weeks. When computing a no-pay day “rate 2” is used.

ARTICLE III
HOURS OF WORK AND SALARIES

Section 1: Hours of Work

- (a) Hours of Work. The normal workday of regular, full-time employees covered by this Agreement shall consist of seven and one-half (7.5) hours, exclusive of lunch time, to be worked within an eight (8) hour period. The normal workweek of such regular, full-time employees shall consist of thirty-seven and one-half (37.5) hours, exclusive of lunch time, to be scheduled in any five (5) consecutive days within the calendar week.
- (b) Duties. As used in this Agreement, the term “regular” duties shall mean the employee’s duties relating to the service of meals to the students, and the term “special functions” shall mean duties relating to activities for which the Department of Food Services is reimbursed in full.
- (c) In the event an authorized employee is required to drive during hours of work and submits mileage documentation, the Town reimburses said employee.

Section 2: Salaries

- (a) Effective as of the dates indicated Cafeteria employees covered by this Agreement shall be paid in accordance with the following salary rate ranges (Salaries shown as hourly rates, see Appendix A)

There are two (2) hourly rates as shown in Appendix A for each position — a “rate 1” and a “rate 2” To convert from “rate 2” to rate 1” multiply “rate 2” by 183 and divide that answer by 210.
- (b) Payment of Salaries. All employees will be scheduled to work 183 days per year which will include two (2) days prior to the opening of school, the scheduled professional development day, and the 180 school days.
- (c) No salary deduction is made in case of absence of regular employees by reason of being called for jury duty.
- (d) All employees who are requested to work prior to or subsequent to the regular work year, as defined above, will be paid for the time actually worked and in accordance with the regular hourly rate. Conversely, regular employees who work less than the regular work year will have their compensation reduced by the number of days they are not working.
- (e) An increment shall be granted upon the completion of one (1) year of satisfactory service from September 1st to August 31st. In the first year of service, employment prior to January 1st shall be considered as a year of service. Such annual increments shall be in the amount of the increment applicable to the particular job classification. Employees commencing work after the opening day of school, but prior to January 1st shall be placed at the Step 1 pay rate during the first year of service.

- (f) Each employee shall be evaluated annually by his/her direct supervisor. The evaluation shall consider performance, attendance, knowledge, skills and adherence to standards established by the School Committee in a form developed by the Director of Food Services. The employee shall meet with his/her supervisor to review the evaluation and may add his/her comments hereto.
- (g) The Deputy Superintendent of Schools for Administration and Finance or designee may request input from the cafeteria employees when completing the evaluation of the Director of Food Services. Employees may discuss concerns and issues, with the Deputy Superintendent of Schools for Administration and Finance or designee at any time.
- (h) The Food Service Department reserves the right to create a position (approximately 3 hours per day) to provide services at the high school during the evenings for Adult Education programs. Work will be offered first to employees currently employed in the Department. Seniority will be a consideration. Payment will be a night differential rate of \$1.00 per hour above their regular hourly rate.
- (i) Provision for Food. The practice of providing coffee and lunch shall be continued and limited to no more than:
 - 1. Coffee and pastry (adult price) to be eaten within the regularly scheduled 15-minute break, for those employees who are on duty before or at 9:00 a.m.
 - 2. Lunch (adult price) to be eaten within the regularly scheduled 1/2 hour lunch period.

Section 3: Promotions

An employee, when promoted from one job classification to another job classification within the bargaining unit covered by this Agreement, shall be advanced to the minimum for the new position or to that step of the salary rate range for the new position which is closest to the minimum rate of that salary range, but which could provide such employee with a salary increase at least equivalent to one increment of the new position, whichever is larger. Promotions and transfers will be based on both seniority and qualifications.

Section 4: Notice of Existence of Permanent Vacancy

The Deputy Superintendent of Schools for Administration and Finance will, within 30 days of a vacancy, notify Local 1358 of either the intent to fill the vacancy or the decision to evaluate the elimination or reconfiguration of the vacancy.

Section 5: Temporary Transfers

An employee when transferred temporarily from one job classification to another job classification within the bargaining unit covered by this Agreement for one full day receive the same pay treatment as outlined under Section 3 of this Article.

When employees are transferred from one site to another, the transfer will be based on qualifications and seniority. Where feasible, the employee will be given at least 48 hours notice. When needed, transportation will be provided from the place of permanent employment to the place of temporary employment.

Section 6: Overtime Compensation

Overtime compensation at the rate of one and one-half times the employee’s regular rate of pay will be paid for all hours worked in excess of forty (40) hours in the performance of the employee’s regular duties relating to the service of breakfast and lunch to the students in any one workweek. For work relating to special functions, for which the Department of Food Services is reimbursed in full, time and one-half will be paid for hours actually worked after the conclusion of an employee’s regular workday, but in no case for such work performed prior to 3 p.m. Any employee who is called back to work on the same day after having completed the regular workday will be guaranteed a minimum of three (3) hours’ pay which said pay to be computed at time-and-one-half for any time worked on that day in excess of eight (8) hours. There shall be no duplication of premium rates of pay for the same hours of work. No unauthorized person will be allowed behind the service line at any of the cafeterias. It should be noted that this is a regulation of the Brookline Board of Health.

Section 7: Longevity Allowance

Employees with ten (10) to fifteen (15) years of continuous service as of July 1 shall be paid a longevity payment of \$600. Employees with fifteen (15) to Twenty (20) years of continuous service as of July 1 shall be paid a longevity payment of \$900. Employees with twenty (20) or more years of continuous service as of July 1 shall be paid a longevity payment of \$1,000. Effective July 1, 2011, employees with ten (10) to fifteen (15) years of continuous service as of July 1 shall be paid a longevity payment of \$700. Employees with fifteen (15) or more years of continuous service as of July 1 shall be paid a longevity payment of \$1,050. Such payment shall be a lump sum in nature and shall be rendered to all eligible on a single reasonable date after July 1st.

Section 8: Special Functions and/or Catering Functions

The term “Special Function and Catering Functions” shall mean all duties related to the activities for which the Department of Food Services is reimbursed in full. Catered events will be structured in two tiers:

Item	Advance Notice	Method of Staffing
Tier 1: Coffee, Snacks, Small Events	2 Days	Within daily work schedule/staff. May include extra hours between 6 am and 3 pm.
Tier 2: Events requiring staffing outside 6am-3pm, M-F, and anytime on weekends.	5 days	Pooled resources (see below)

Understanding the additional preparation and specific skills necessary to complete an event, the Kitchen Manager will have access to additional staffing hours as approved by the Director of

Food Services. Additional hours will be rotated among employees assigned to a school (by catering location) on a fair and equitable basis. A seniority list will be established and extra hours assigned in order from this list, with consideration of the specific skills required. The Director of Food Services will maintain the rotation schedule. Extra hours worked between 6 am and 3 pm will be paid per Food Service Salary Table for Cafeteria Helpers. Any hours worked between the end of the employee's regular shift and 3 p.m. shall be paid at "rate 2". Hours worked outside of the 6 am to 3 pm window or anytime on weekends for catering functions will be paid at the overtime rate.

Section 9: Differentials

The Pierce School Kitchen Manager receives a differential, noted in Appendix A, to compensate for the added responsibility of preparing food for the satellite kitchen at Saint Mary's. In the event that this responsibility ceases, then the Kitchen Manager will no longer receive the differential.

The Brookline High School Kitchen Manager receives a differential, noted in Appendix A, because of the complexities associated with this assignment.

Section 10: Sick Leave Bonus

Bonus Program: Effective July 1, 2007 the sick leave bonus will be paid as follows:

For one (1) or fewer sick day absences in the prior twelve months:	\$500
For two (2) days	\$300

For the 2006-2007 school year only full payment of the bonus will be paid to anyone meeting the days as listed above beginning March 1, 2007 through to June 30, 2007.

ARTICLE IV **LEAVE**

The School Committee's existing policies governing personal leave and sick leave, as follows, will be continued in effect for the duration of this Agreement.

Section 1: Personal Illness

- (a) Regular employees hired prior to 9/1/87 may be granted eleven (11) days allowance a year, cumulative, without limit, without loss of salary.
- (b) Employees must work for six months before accruing any personal illness time; after six months of employment, each employee will earn the appropriate personal illness time back to the initial date of employment, at which time such employees may be granted nine (9) days allowance a year, cumulative without limit, without loss of salary.

- (c) No more than nine (9) days of accrued sick leave, per school year, may be used for illness/injury of a family member as defined by the Family Medical Leave Act (FMLA) or any other permanent member of the employee's household (i.e. Domestic partner or other family member).
- (d) When an employee has been absent from duty for five (5) consecutive working days due to ill health or sickness in the family a doctor's note will be required. Should additional information from the attending physician be necessary, the Occupational Health Nurse will contact the employee to get permission to talk to the doctor. Denial by the employee will result in no pay for the missing days.
- (e) When a pattern of absences of single days, in excess of seven (7) days reasonably raises a suspicion of an abuse of sick leave a conference between the Union, the employee and the Director of Food Service will be held to determine if a doctor's note is needed before any disciplinary action is taken. If a doctor's note is required and if additional information from the attending physician becomes necessary, the Occupational Health Nurse will contact the employee to get permission to talk to the doctor. Denial by the employee will result in no pay for the missing days.

Section 2: Death

Regular employees may be granted leave of absence with pay for not more than five (5) days (not necessarily in succession) on account of the death of father, mother, brother, sister, husband, wife, child, son-in-law, daughter-in-law, or parent-in-law, whether such relative was a member of the employee's household or not. Pay, for absence not to exceed five (5) days will also be allowed on account of the death of any other relative who was a permanent member of the employee's household, or of any other person with whom said employee made his or her home.

Regular employees also will be paid full salary for absence not to exceed one.(1) day to attend the funeral .of a first cousin, grandparent, grandchild, brother-in-law; sister-in-law, aunt, uncle, nephew, or niece.

Section 3: Court Appearance

No salary deduction is made in case of absence of regular employees by reason of being called to appear in court for jury duty or school related case.

Section 4 : Administrative Leave

Employees hired prior to 9/1/87 may be granted a maximum of five (5) Administrative Leave days per year, non-cumulative. Employees must work for six months before accruing any administrative leave time. After six months of employment, each employee will earn the appropriate administrative leave time back to the initial date of employment, at which time such employees maybe granted a maximum of two (2) days allowance per year, non-cumulative. Administrative leave may be requested for any reason.

Administrative days which are unused at the end of the contract may be paid out as per diem on the following criteria:

- An Employee who has taken 0-2 sick days per calendar year may sell back 2 days;
- An Employee who has taken 3-4 sick days per calendar year may sell back 1 day.

Any Administrative days remaining after exercising the sell back provision will convert to sick days.

Section 5: Termination of Employment

An employee who terminates service due to retirement shall, subject to the following provisions, receive a lump sum payment, computed on the basis of the daily rate of salary being paid at the time of retirement, the amount of which payment shall be equal to one third of the employee's unused accumulated sick leave but not in excess of a total of \$3,000:

- (a) Said employee at the time of retirement must have a minimum often (10) years aggregate service in the employ of the Town.
- (b) Retirement must be under the laws granting a contributory or non-contributory pension.

ARTICLE V **GRIEVANCE PROCEDURE**

Section 1

Wherever the term "employee" appears in this Article, it shall mean, also, a group of employees within the bargaining unit covered by this Agreement and having a common grievance. It is the declared objective of the School Committee and Local 1358 to provide for the prompt resolution of grievances.

Section 2

The term "grievance" shall be construed to mean (a) any grievance or complaint involving a question concerning the meaning, interpretation or application of, or compliance with the terms or provisions of this Agreement, or (b) any dispute between an employee and his supervisors arising out of an exercise of administrative discretion by such supervisor or supervisors, there being excluded, however, from the term "grievance" any grievance or complaint which is, or upon proper appeal would be, within the jurisdiction of the Civil Service Commission or other duly established appeal board.

Section 3: Adjustment of Grievances

A grievance, as such term is herein above defined in Section 2 of Article V, shall be presented and adjusted in the following manner:

Step 1: The employee shall discuss his grievance orally with his immediate supervisor within the building to which a/he is assigned, and such supervisor shall communicate his decision orally to the employee within two (2) working days after such discussion.

This step shall be omitted in the case of any grievance as defined by Section 2(a) of Article V, and, rather, the grievance shall be filed, in writing, directly with the Director of School Food Services and shall next be appealed to the Superintendent of Schools.

If, in the opinion of the Director of School Food Services, the grievance is defined by Section 2(b) of Article V, rather than by Section 2(a) thereof, the employee shall be notified in writing to this effect, within five (5) days after the grievance has been filed, and, also, the employee shall be informed of his right to initiate his grievance beginning with Step I of this procedure.

Step 2: If the grievance is not settled under Step 1, the aggrieved employee or Local 1358 may, within five (5) working days after receiving the oral decision of the employee's immediate supervisor restate the grievance in writing and submit the same to the Director of Food Services. Said Director of Food Services shall, within five (5) working days after the receipt by her of such written statement of the grievance discuss the same with the aggrieved employee and the representative of Local 1358. The Director of School Food Services shall render her decision and communicate the same, in writing, to the employee involved within three (3) working days following the aforesaid conference.

Step 3: If the grievance has not been satisfactorily disposed of under Step 2, the aggrieved employee or Local 1358 may, within five (5) working days after the receipt of the answer of the Director of Food Services, appeal from the decision of the Director of Food Services by forwarding the grievance in writing, to the Superintendent of Schools with a request for a formal hearing. The Superintendent of Schools, or upon his direction, the Deputy Superintendent of Schools for Administration and Finance, shall conduct a hearing within five (5) working days of the receipt of such appeal. The Superintendent of Schools, or his authorized representative, shall render a decision, in writing; to the aggrieved employee within three (3) working days after the conclusion of this hearing.

Step 4: If the grievance has not been settled under the preceding three steps of the Grievance Procedure set forth in this Section 3, then such unresolved grievance shall be further processed as follows:

(a) If the grievance involves a dispute between an employee and his supervisors arising out of an exercise of administrative discretion by such supervisor or supervisors, the aggrieved employee may, within five (5) working days of the receipt, of the decision of the Superintendent of Schools or his authorized representative, request that all recommendations and facts in the case be referred, for adjudication, to a Review Committee. Said Review Committee shall be selected annually and shall consist of two (2) employees in the bargaining unit covered by this Agreement, two (2) members of the School Committee, and one (1) member of the administrative staff. The Review Committee shall, within

fifteen (15) days after the holding of such hearing, issue its decision on the question of whether the exercise of administrative discretion by the supervisor or supervisors involved, was reasonable or unreasonable. The Review Committee hearing grievances of this type shall have no authority to alter or amend in any way general policies of the School Committee.

- (b) (1) If the unresolved grievance involves a question of the meaning, interpretation or application of, or compliance with the terms or provisions of this Agreement, such grievance may be submitted to arbitration. Local 1358 may initiate arbitration by filing with the Deputy Superintendent of Schools for Administration and Finance and the American Arbitration Association a written request for arbitration, such written notice to be served within sixty (60) days after the denial of the grievance at Step 3 of the grievance procedure set forth in this Section 3. The arbitrator shall be appointed by the American Arbitration Association and the arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- (2) It is understood and agreed that the Arbitrator shall have no right or power to add to or subtract from or to change the terms of this Agreement. The Arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by any law, ordinance, or by-law, or which is volatile of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the School Committee and to Local 1358, and subject to law, shall be final and binding.
- (3) Each party shall bear the expenses of preparing and presenting its own case. The fee and expenses of the Arbitrator shall be borne equally by the School Committee and Local 1358.

Section 4

Any person, persons, or organization without the aggrieved employee's written consent may not present a grievance at any step in this procedure in behalf of an individual employee. In no case, may a member of a minority organization, unless said member is the aggrieved employee, represent at any step of the grievance an aggrieved employee within the bargaining unit covered by this Agreement. A minority organization shall mean any organization, other than Local 1358, which exists or acts for the purpose of organizing employees and representing them in matters pertaining to the improvement of working conditions, salaries, benefits, and the like.

A group grievance based on a common complaint involving employees within the bargaining unit covered by this Agreement may be presented by the Association in behalf of the aggrieved employees, beginning at Step 1 of the Grievance Procedure. Where said group grievance involves employees not having the same immediate supervisor, the Association shall have the right of selection in the presentation of the grievance to an immediate supervisor, as outlined in Step 1 of this procedure.

Any grievance based on matters relating to the establishment of an employee's rate of compensation shall be filed in writing, directly with the Director of School Food Services and shall next be appealed to the Superintendent of Schools or his designee. In such cases, the provisions relating to Step 2 of the Grievance Procedure shall apply to the presentation and adjustment of the grievance, except that the grievance shall be filed within a reasonable time following the act or condition, which is the basis of the grievance.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step. The time limits specified in any step, of this procedure may be extended by mutual agreement.

Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons who are involved to attend, and there shall be no loss of salary for working time spent by employees who participate in conferences, in the event they are held during working hours.

In the case of any grievance which is presented under Section 2 (a) of Article V of this Agreement, the Association, whether or not it is representing the aggrieved employee, shall receive notice of any grievance so presented and shall at Step 2 and each succeeding step of this procedure at which said grievance is considered, receive a copy of any decision rendered or appeal made, together with notice of the date of any conference. In the case of any conference, the Association may be represented for the purpose of participating and stating the Association views.

ARTICLE VI **NO STRIKES**

Section 1

The term "strike," wherever used in this Agreement, shall be deemed to include any strike, sit-down, slowdown, or any other work stoppage, or concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

Section 2

Local 1358 agrees that there shall be no strike during the term of this Agreement.

Section 3

It is understood and agreed that in the event of any strike on the part of any employee or employees during the term of this Agreement, Local 1358 shall, upon the occurrence of such strike and upon the request of the School Committee, notify in writing, the employees involved that such action by said employees was unauthorized and in violation of the provisions of the Agreement and shall direct said employees to return to work promptly, and Local 1358 shall take such further steps as may be reasonable under the circumstances to bring about a termination of

any such strike. A copy of any written notice required under the provisions of this section to be sent by Local 1358 to the employees involved in any such strike shall be given simultaneously by Local 1358 to the School Committee.

In any event, the School Committee may, upon the occurrence of such strike in violation of the provisions of this Article, take such disciplinary action or actions, including discharge, with respect to any employee or employees who have participated in such strike, subject to the employee's rights to review under the contract and applicable laws.

ARTICLE VII **UNIFORMS**

All employees shall be entitled to five (5) uniforms and three (3) pairs of shoes. The Director of Food Services and a committee of food service workers shall determine the uniform attire and shoe requirements. All employees are required to wear the determined uniform attire and shoes while at work. Employees will receive five (5) proper fitting tops, five (5) aprons and one (1) head gear item.

All attempts will be made to supply employees with the uniforms by October 1 of each school year.

All employees (non-temporary) covered by this agreement shall receive an annual allowance of six hundred dollars (\$600) to purchase uniform attire not provided by the school department and for the cleaning and maintenance of all uniform attire. All work attire and shoes must be maintained in appropriate condition, as determined by the Director of Food Services. Receipts for work clothing or work shoes must be submitted for reimbursement by November 1st of each year. The difference between any reimbursements for which receipts have been submitted and the \$600 annual clothing and maintenance allowance will be paid during the first pay period in December.

ARTICLE VIII **HEALTH EXAMINATION**

All regularly assigned employees covered by this Agreement shall submit to required physical examinations, including chest x-rays, in order to meet the health regulations as established by the School Committee.

ARTICLE IX **AUTHORITY OF THE SCHOOL COMMITTEE**

Subject to the provisions of this Agreement, the School Committee reserves and retains full rights, authority, and discretion in the proper discharge of its duties and responsibilities, to control, supervise, and manage the public schools under governing law, by-laws, rules and regulations. In all matters under this Agreement calling for the exercise of judgment and discretion on the part of the School Committee or its authorized representatives, the decision of

the School Committee and of such authorized representatives shall be final and binding if made in good faith, that is, not arbitrarily, capriciously or without rational basis in fact, except where some other standard of grievability or arbitrability is set forth in this Agreement.

ARTICLE X **UNDERSTANDINGS**

Section 1

The School Committee and Local 1358 acknowledge that this Agreement sets forth the understandings and agreements arrived at by the parties after full collective bargaining negotiations. Therefore, each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement. It is further agreed that with respect to any matter not specifically covered by the language of this Agreement, the School Committee retains full discretion to act in any way it sees fit.

Section 2

Nothing contained herein shall, however, preclude Local 1358 from petitioning the School Committee for consideration of any matters not covered by this Agreement.

Section 3: Health Advisory

The Union and Committee agree that they will continue to participate in the activities of the Health Advisory Committee as referenced by Section 3 of G.L.C. 32B for the term of the current contract, consistent with the recommendations of the Health Advisory Committee to the Board of Selectmen and motions voted by the Board on March 28, 1995.

The Town and the Union will, as stated in the March 22, 1995 letter and as demonstrated over the past three years, look to the Health Care Advisory Committee as the forum for labor and management collaboration on the possible expansion of benefits. The Union and the Town believe that similar collaboration holds the greatest promise for the pursuit of enhanced benefits in the future.

Appropriate arrangements will be made to permit a Union representative, to participate in the activities of the Health Advisory Committee, consistent, with the motions voted by the Board of Selectmen on March 28, 1995.

Section 4: Health Insurance

In accordance with Massachusetts General Laws only those employees who are regularly scheduled to work twenty (20) or more hours shall be eligible for group health insurance. The parties agree that the Town will provide group health insurance to employees regularly scheduled to work twenty (20) or more hours per week as is generally offered to other eligible Town employees. The union recognizes and agrees that group health insurance plans, carriers,

providers, benefits, coverages, deductibles, premiums, premium contributions, co-payments may change from time to time and agrees that the Town may make such changes without any further negotiations after giving the union 30 days notice of the change.

ARTICLE XI
CONTRARY TO LAW

If any provision of this Agreement is, or shall, at any time, be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation between the School Committee and Local 1358.

In the event that any provision of this Agreement is, or shall, at any time, be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XII
CHECK-OFF

Local 1358 shall be granted an exclusive check-off privilege for any employees within the bargaining unit covered by this Agreement who elect to have dues deducted, and the School Committee shall provide monthly to Local 1358 a complete and up-to-date list of all employees for whom dues have been checked off for Local 1358. The School Committee also shall furnish to Local 1358 such other reasonably available information as may be necessary to the Association for maintaining appropriate records.

There shall be established a service fee of \$9.00 (18.00) per year for all non-members of Local 1358 who are covered by the terms of this Agreement. This provision shall be effective as of July 1, 1975, and said fee shall be payable annually for a one-year period, effective July 1. Local 1358 shall be responsible annually, on or before July 15, of notifying the Deputy Superintendent of Schools for Administration and Finance of those employees who have, in writing, been offered membership in Local 1358 and who, through lack of reply or who have declined, are to be assessed said service fee, which is to be made by payroll deduction at the earliest possible date after July 15 annually and to be paid to Local 1358. This provision shall apply only to "regular" employees as defined under Article II, Section 1 of this Agreement.

In the case of employees who are termed "regular" and who begin service after July 15, Local 1358 shall, within 30 days of employment, in the initial year of service, have the right to solicit membership in Local 1358 and, upon lack of response or declination, to request assessment of a service fee.

ARTICLE XIII
PROFESSIONAL DEVELOPMENT

Training sessions will be mandatory for all employees assigned to attend by the Director of Food Services. Two weeks notice will be provided for training sessions scheduled beyond the

regularly scheduled hours. Employees will be compensated for their time. Those employees missing two or more consecutive training sessions may be required to present a doctor's certificate at the discretion of the Director of Food Services in order to receive pay for the work of the training session.

All kitchen managers are required to:

- 1) Satisfactorily pass a food safety exam, which is recognized by the Department of Public Health.

If a kitchen manager wishes to become a member of the School Nutrition Association (SNA), membership fees will be paid directly to SNA.

If an employee wishes to become a member of the SNA in order to become certified, membership fees will be paid directly to SNA.

SNA Certification: If an employee takes courses in order to become certified by the SNA, reimbursement for course fees will be provided upon proof of 1) payment of course fees and 2) successful completion of the course. A \$50 bonus will be paid at the end of the year to any member who achieves and maintains SNA certification.

The BSC will pay any applicable re-certification fees.

ARTICLE XIV **SICK LEAVE BANK**

The Sick Leave Bank Committee must consist of two members and two alternates.

1. If you were employed in the Brookline Public Schools last year and you enrolled in the Sick Leave Bank, you will be automatically re-enrolled this year. One of your sick leave days will be used as deposit.
2. If you were employed in the Brookline Public Schools last year and you enrolled in the Sick Leave Bank but no longer wish to be enrolled, you must notify the Payroll Office in writing before October 20' of the year you wish to discontinue enrollment.
3. If you were not employed in the Brookline Public Schools last year and you wish to be enrolled in the Sick Leave Bank, you must complete the application form, which is available in your school's office, and return it to the Payroll Office by December 20 of the year you wish to enroll. Any applications that arrive in the Payroll Office after 5:00 pm on December 20 will not be honored. To be sure that you are enrolled, you are advised to hand deliver the application.
4. Any employee who has exhausted their accrued sick leave, A days (all but two (2)), and vacation days, may make an initial request to the Sick Leave Bank Committee for up to 15 days. The request must include:

- a. Reason for the request.
- b. Number of days requested
- c. Written statement from the attending physician with diagnosis and expected duration of the employee's illness and date the employee is expected to return to work.
- d. The borrower is required to repay 1/3. of the number of days granted.
- e. Sick Leave Bank is intended for employees who are expected to recover and return to work.

In deserving cases, the Sick Leave Bank Committee may request that the Deputy Superintendent of Schools for Administration and Finance and the School Committee grant additional days beyond the above mentioned 15 days. The Deputy Superintendent of Schools for Administration and Finance may request any additional information needed to act on the request. The decision of the Deputy Superintendent for Administration and Finance shall be final.

ARTICLE XV
DURATION

This Agreement shall take effect as of the day and year first above written and shall continue in full, force and effect for a period of thirty-six (36) months from said date, and shall Continue in effect from year to year thereafter unless either party hereto shall, at least sixty. (60) days prior to the expiration of the initial three (3) year period or at least sixty (60) days prior to the expiration of any yearly period thereafter, give to the other party notice of his intention to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the 4th day of April, 2012.

SCHOOL COMMITTEE OF
THE TOWN OF BROOKLINE

MASSACHUSETTS SCHOOL ASSOCIATION,
BROOKLINE CHAPTER FOOD SERVICE,
Local 1358

Rebecca Stone, Chair

Joseph J. Geary, President

Peter C. Rowe, Deputy Superintendent
of Schools for Administration & Finance

Jennifer Springer, Metro Coordinator,
AFSCME COUNCIL 93

Angela F. Allen,
Assistant Superintendent for Human Resources

APPENDIX A

0% Increase Effective July 1, 2009

<u>Position</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Maximum</u>
Rate 2							
Kitchen Mgr.	22.0075	22.5102	23.0019	23.5046	23.8542	24.2804	24.9142
Asst. Cook	19.1659	19.4396	19.7893	20.2373	20.5214	20.8602	21.3737
Cafeteria	14.1836	13.3412	14.7627	15.0359	15.3310	15.5386	15.8992
Rate 1							
Kitchen Mgr. 42	19.1780	19.6160	20.0445	20.4826	20.7873	21.1586	21.7109
Asst. Cook 42	16.7017	16.9402	17.2449	17.6353	17.8830	18.1781	18.6257
Cafeteria 42	12.3600	12.5504	12.8647	13.1028	13.3598	13.5408	13.8550

1.5% Increase Effective July 1, 2010

<u>Position</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Maximum</u>
Rate 2							
Kitchen Mgr.	22.3376	22.8478	23.3469	23.8571	24.2120	24.6446	25.2879
Asst. Cook	19.4534	19.7312	20.0861	20.5409	20.8292	21.1731	21.6943
Cafeteria	14.3964	13.5414	14.9842	15.2615	15.5609	15.7717	16.1377
Rate 1							
Kitchen Mgr. 42	19.4657	19.9103	20.3452	20.7898	21.0991	21.4760	22.0366
Asst. Cook 42	16.9523	17.1943	17.5036	17.8999	18.1512	18.4508	18.9051
Cafeteria 42	12.5454	12.7387	13.0577	13.2993	13.5602	13.7439	14.0629

1.5% Increase Effective July 1, 2011

<u>Position</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Maximum</u>
Rate 2							
Kitchen Mgr.	22.6727	23.1905	23.6971	24.2150	24.5752	25.0143	25.6672
Asst. Cook	19.7452	20.0272	20.3874	20.8490	21.1417	21.4907	22.0198
Cafeteria	14.6123	13.7445	15.2089	15.4904	15.7943	16.0082	16.3797
Rate 1							
Kitchen Mgr. 42	19.7577	20.2089	20.6504	21.1017	21.4156	21.7981	22.3671
Asst. Cook 42	17.2066	17.4523	17.7662	18.1684	18.4235	18.7275	19.1887
Cafeteria 42	12.7336	12.9298	13.2535	13.4988	13.7636	13.9501	14.2738

Pierce School Kitchen Manager: Effective, July 1, 2006 shall receive a “rate 2” differential of \$1.18

High School Kitchen Manager: Effective, July 1, 2006 shall receive a “rate 2” differential of \$2.32