

Contract
between the
Brookline School Committee
and
AFSCME Local 1358
School Food Service Employees

July 1, 2018 – June 30, 2021

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AGREEMENT

AGREEMENT made and entered into as of the 1st day of July 1, 2018 by and between the SCHOOL COMMITTEE OF THE TOWN OF BROOKLINE (hereinafter referred to as the "School Committee"), and the American 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 AFSCME Local 1358 as the exclusive bargaining agent of a unit of School Food Service 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 the Assistant Director/BHS Kitchen Manager, 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

Employees who commence employment or re-employment in a position in the bargaining unit on or after November 10, 2016 shall be subject to a six (6) month probationary period.

(Employees who commenced employment prior to November 10, 2016 shall continue to be subject to a six-month probationary period.) Employees in their probationary period may be discharged without cause.

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 School Committee 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 School Committee unions including the fire and police unions. The School Committee 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 and fifty 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 School Committee agrees to provide the Union with 30 calendar days' notice prior to implementing the change to Bi-weekly pay schedule.

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, between 6am and 4pm, exclusive of lunch time to be worked within an eight (8) hour period. The normal workweek of such regular, fulltime 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) 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.
- (d) Each employee shall accurately record his/her start time and end time each work day using the system determined by the Committee. The Committee has the right to change such time recording system from time to time and shall provide the Union

with ten (10) calendar days' prior notice of each change and an opportunity to meet and discuss implementation and any necessary training.

- (e) Beginning September 1, 2019 all food service 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 2019.
- (f) In accordance with Article 3 of the contract, beginning September 1, 2019 all food service employees will begin using a district provided time sheet to record their start and end time each day.

Section 2: Salaries

- (a) Effective July 1, 2019 all employees will be paid at an hourly rate for all hours worked including overtime and catering. The hourly rate will be the rate identified as "rate 2".

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)

- (b) All employees will be scheduled to work 184 days per year which includes
 - i. 2 days immediately prior to the opening of school depending on district need. The district will provide ample notice should the days need to happen in August
 - ii. 180 school days
 - iii. 1 District Professional development day per year; which may be different than the Food Service Professional per day the HHFKA day because food service employees may be asked to work on the District PD day
 - iv. 1day immediately following the last day of school
- (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, and/or during the summer program 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 one (1) a la carte snack item (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 under the following conditions:

- For all hours worked in excess of eight (8) on any one workday
- or after 4pm as long as the hours worked are in excess of eight (8) hours
- or for all hours worked in excess of thirty seven and one-half hours (37.5) in any one workweek and
- for all hours worked on weekends and holidays

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 notice when possible	Within daily work schedule/staff. May include extra hours between 6 am and 3 pm.
Tier 2: Events requiring staffing outside 6 am-3 pm, M-F, and anytime on weekends.	5 days notice when possible	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.

Overtime compensation at the rate of one and one-half times the employee's regular rate of pay will be paid under the following conditions:

- For all hours worked in excess of eight (8) on any one workday
- or after 4pm as long as the hours worked are in excess of eight (8) hours
- or for all hours worked in excess of thirty seven and one-half hours (37.5) in any one workweek and
- for all hours worked on weekends and holidays

Section 9: Differentials

- a. Beginning September 1, 2019 all food service employees will be eligible to receive a one-time \$300 differential bonus. Differential pay will be acquired based on food sales at the building location.

- b. Differential bonus will be paid no later than the first pay in September for the preceding school year.
- c. To earn the \$300 differential bonus, reimbursable lunch meals sold at the kitchen location must exceed the average % listed below in average daily attendance for the entire school year.
 - 42% for the life of contract
- d. Employees at locations that don't hit the target will not be eligible to receive the differential.
- e. Remove reference to Saint Mary's.
- f. Beginning in 2019 the current kitchen managers at Pierce and the High School shall be excluded from this program until such time as new kitchen managers are hired.
- g. The pay of the Pierce and High School Kitchen managers will be unaffected by this program. However kitchen staff members at Pierce and the High School will be eligible for differential pay should those schools meet the target.

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.

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

Section 11: Seasonal Work

- a. Beginning May 1, 2020 or 2021 summer food service positions will be posted and filled based on qualifications which will include at least 2 years of experience for food service workers and 3 years for kitchen managers.
- b. For summer 2019, the high school kitchen manager will serve as the catering manager of the summer program. In the fall of 2019 the District and AFSCME will meet to discuss summer catering for 2020 only. If the program remains at the high school, the high school kitchen manager shall manage the program.

- c. No more than 2 days of requested time off will be approved during the program
- d. Employees will be paid their current hourly rate for all hours worked up to 40 hours in a week
- e. Work time will be no more than 6 hours per day for Food Service workers and 6 hours per day for Food Service managers depending on the amount of work to be done.

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 may be 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

This Section 5 shall only apply to employees hired before November 10, 2016. 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 of ten (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 she/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 1 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 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 bylaw, 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 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

Section 1

ID Badges –

- a. ID badges will be worn by all food service employees during the work shift of the employee. Employees will report lost or damaged badges immediately for replacement.
- b. The uniforms all Dining Services employees are expected to wear at work include the following.
 - a) Hat – District provided
 - b) 2 Aprons – District provided
 - c) Shirt - Maroon colored Polo style shirt with Town Seal with Public Schools of Brookline, Food Service Program in two lines below the seal.
 - d) Pant Item: ECO - Baggy Chef pants UNISEX, 65/35 poly/cotton, Color: Black or ECO - Baggy Chef pants WOMENS: 65/35 poly/cotton Color: Black
 - e) Shoes – black kitchen industry standard slip resistance shoes
 - f) ID badges (District Provided)

- g) Exceptions to wearing the approved uniform clothing items detailed in this MOA must be requested and approved in advance by the food service director or designee.
- c. Employees will receive \$350 per year to pay for uniforms. The payment will be provided no later than the first pay check in September.
- d. Employees who start after on or after September 1 will be provided 1 initial set upon hire (one set is 5 days of wear)
- e. The District will provide a one-time payment of \$175 to assist employees with past uniform purchases.

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 Insurance is not addressed in this collective bargaining agreement because it is negotiated through the Town and the Public Employee Committee.

Section 4

The parties agree to reopen the Agreement in Fiscal Year 2018 to discuss the assignment of a catering manager and the compensation for such a catering manager.

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

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.

ARTICLE XIII - PROFESSIONAL DEVELOPMENT

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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 day of the training session.

- a. Kitchen Managers must maintain a valid Serve Safe certification. In the event that the Serve Safe certification expires, the Kitchen Manager will be removed from the position until the certification has been obtained or for no longer than sixty (60) calendar days. After sixty (60) days the removal will become permanent and the job will be posted.
- b. The District will reimburse employees for the cost of obtaining the Serve Safe certification upon attaining the certification. The reimbursement will occur within two pay periods after the employee provides the district with a copy of the valid Serve Safe certification.

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 20th 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 113 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 __th day of August 2019.

SCHOOL COMMITTEE OF
THE TOWN OF BROOKLINE

AFSCME LOCAL 1358

, Chair

Michael Fallon, President

APPENDIX A

The hourly wages shall increase in accordance with the following:

<u>Effective Date</u>	<u>Increase</u>
July 1, 2018	2.0%*
July 1, 2019	2.0%*
July 1, 2020	2.0%
September 1, 2020	0.50%

**FOOD SERVICE SALARY TABLES
JULY 1, 2018 – SEPTEMBER 30, 2020**

2.0% EFFECTIVE JULY 1, 2018

	Food Service Worker	Food Service Assistant Manager	Food Service Manager
Step 1	16.7863	23.7653	26.0457
Step 2	17.0445	24.0892	26.6405
Step 3	17.4716	24.5030	27.2228
Step 4	17.7948	25.0334	27.8176
Step 5	18.1440	25.3694	28.2312
Step 6	18.3899	25.7703	28.7358
Step 7	18.8163	26.3783	29.4857

2.0% EFFECTIVE JULY 1, 2019

	Food Service Worker	Food Service Assistant Manager	Food Service Manager
Step 1	17.1220	24.2406	26.5666
Step 2	17.3854	24.5710	27.1733
Step 3	17.8210	24.9931	27.7673
Step 4	18.1507	25.5341	28.3740
Step 5	15.5069	25.8768	28.7958
Step 6	18.7577	26.2857	29.3105
Step 7	19.1926	26.9059	30.0754

2.0% EFFECTIVE JULY 1, 2020

	Food Service Worker	Food Service Assistant Manager	Food Service Manager
Step 1	17.4644	24.7254	27.0979
Step 2	17.7331	25.0624	27.7168
Step 3	18.1774	25.4930	28.3226
Step 4	18.5137	26.0448	28.9415
Step 5	18.8770	26.3943	29.3717
Step 6	19.1329	26.8114	29.8967
Step 7	19.5765	27.4440	30.6769

.5% EFFECTIVE SEPTEMBER 1, 2020

	Food Service Worker	Food Service Assistant Manager	Food Service Manager
Step 1	17.5517	24.8490	27.2334
Step 2	17.8218	25.1877	27.8554
Step 3	18.2683	25.6205	28.4642
Step 4	18.6063	26.1750	29.0862
Step 5	18.9714	26.5263	29.5186
Step 6	19.2286	26.9455	30.0462
Step 7	19.6744	27.5812	30.8303

Pierce School Kitchen Manager: differential of \$1.18

Effective July 1, 2017 the Kitchen Manager Differentials shall be as follows:

High School Kitchen Manager	\$2.40/hour
Pierce School Kitchen Manager	\$1.25/hour

* Individuals must be employed at the time of ratification of this package proposal to be eligible for retroactive pay.

See other attachment with corrected rates and Article

For the School Committee

For Local 93, AFSCME, AFL-CIO

June A. Schreiner-Oldham.