

**Memorandum of Agreement
Between
The Brookline School Committee
And
The American Federation of State, County and Municipal Employees, AFL-CIO,
Council 93, Local 1358
(School Food Service Employees)**

April 29, 2022

The Committee and Union agree to extend their 2018 to 2021 collective bargaining agreement through June 30, 2024 with the following modifications:

1. Duration:

Change "July 1, 2018" to July 1, 2021"

Change "June 30, 2021" to June 30, 2024"

2. Appendix A:

Amend Appendix A to reflect the following cost of living increases:

2.0% increase to hourly rates effective July 1, 2021

2.0% increase to hourly rates effective July 1, 2022

2.0% increase to hourly rates effective July 1, 2023

These increases shall not apply to any other provisions or aspects in the CBA.

Retroactive compensation shall only be provided to current employees as of the time of ratification of this Agreement.

3. Article III, Hours of Work and Salaries, Section 9, Differentials:

(deletions ~~struck~~ and additions underlined):

a) Modify Section 9 (a) as follows

"Beginning September 1, 2019 Effective July 1, 2021, all food service employees will be eligible to receive either a one-time \$300 \$750 differential bonus or a one-time \$1,500 differential bonus. Differential pay The bonus will be acquired earned based on food sales at the building location."

b) Modify Section 9 (b) as follows:

~~“Differential bonus will be paid no later than the first pay in September for the preceding school year.~~

Differential bonus, if earned, will be paid prior to June 30th of the school year for which it was earned. To be eligible for the bonus an employee must have been employed from September through the end of the school year in June in the year for which the bonus was earned.”

c) Modify Section 9 (c) as follows:

~~“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.~~

- a. ~~42% for the life of the contract”~~

“Food service employees will earn a \$750 bonus if the average daily reimbursable lunch meals sold at the kitchen location, for which they are assigned for the school year, exceed 50% of the average daily attendance for the entire school year. Only employees assigned, for the year, at the kitchen location exceeding 50% shall receive such \$750 bonus.

Food service employees will earn a \$1,500 bonus if the average daily reimbursable lunch meals sold at the kitchen location, for which they are assigned for the school year, exceed 60% of the average daily attendance for the entire school year. Only employees assigned, for the year, at the kitchen location exceeding 60% shall receive such \$1,500 bonus.

Eligible employees can only receive one bonus under this section, either the \$750 differential bonus or the \$1,500 differential bonus.

Employees assigned to locations that do not hit the above target(s) will not be eligible to receive the bonus”

d) Modify Section 9 as follows:

Delete Section 9, subsections d, e, f and g.

- ~~—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 these schools meet the target.~~

4. Article VII, Uniforms, Section A, Uniforms and Shoes:

(deletions ~~struck~~ and additions underlined):

Delete Section 1, subsections b-e in their entirety and replace with the following

~~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.~~

~~e. Employees will receive \$350 per year to pay for uniforms. The payment will be provided no later than the first paycheck in September.~~

~~d. Employees who start 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.~~

“Wearing a District-provided uniform is a condition of employment. All employees shall wear District-provided uniform items during their working shifts and shall maintain such items in good and clean condition.

All food service employees will receive the following uniform items at the start of the 2022-2023 school year, and new employees will receive the following uniform items upon hire:

- a. 5 shirts
- b. 5 pants and/or skirts (total of 5 items)
- c. 3 hats
- d. 5 aprons
- e. 1 pair of shoes, to be replaced annually

The above referenced items (with the exclusion of shoes) shall be replaced whenever an item is no longer of usable quality, in the sole discretion of the Food Services Department, and is surrendered to the Food Services Department Director (i.e. an employee must trade in one unusable shirt to receive one usable shirt).

Any employee who separates from employment shall surrender their uniform to the Food Services Director.

The Food Services Director will consult with at least two (2) appointed bargaining unit members as to the design of the uniforms. The District retains ultimate discretion over the design of the uniforms.

Effective July 1, 2022 employees shall be eligible to receive an annual cleaning stipend of \$175. Such cleaning stipend shall be paid annually in January to individuals who are employed at the time of the payment."

5. Article III, Hours of Work and Salaries, Section 6, Overtime Compensation

(deletions ~~struck~~ and additions underlined)

Modify Section 6 as follows

"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~~
- **For all hours worked** ~~or~~ after 4pm as long as the hours worked are in excess of eight (8) hours **in any one workday**
- or for all hours worked in excess of **forty hours (40)** ~~thirty-seven and one-half hours (37.5)~~ in any one workweek and
- for all hours worked on weekends and holidays

6. Article II, Definitions, Section 3:

(deletions struck and additions underlined):

Delete Section 3 in its entirety and replace it as follows:

~~“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.”~~

“Employees shall be subject to a twelve (12) month probationary period. The probationary period shall begin as of the employee’s first date of work. Employees in their probationary period may be discharged without cause.”

7. Ratification:

This MOA is subject to ratification by the Union membership and approval/funding by the School Committee.

BROOKLINE SCHOOL COMMITTEE

David A. Perelman

Date: 5/26/22

AFSCME COUNCIL 93, LOCAL 1358

[Signature]

Date: 6/7/22