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Contract

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this CONTRACT is made and entered into this seventh day of February 2017, by the SCHOOL COMMITTEE OF THE CITY OF BROCKTON (hereinafter referred to as the “Committee”) and Local 888 SERVICE EMPLOYEES INTERNATIONAL UNION (hereinafter referred to as “the Union”).

ARTICLE I – RECOGNITION

The Committee recognizes the Union as the exclusive collective bargaining representative of all permanent full-time and permanent part-time food service associates employed by the Committee. “Permanent full-time employees” shall be those employees who work more than twenty-five (25) hours per week and shall exclude all substitute employees. “Permanent part-time employees” shall be those employees who work at least twenty (20) hours per week and no more than twenty-five (25) hours per week and shall exclude all substitute employees.

A substitute employee shall be neither a permanent full-time nor a permanent part-time employee but rather an individual with an intermittent assignment. Substitutes shall be required to provide their own uniforms.

Before any decision is made to contract cafeteria work or service, the Committee agrees to notify the Union prior to such move and to meet with the Union in order to discuss the matter. The Union recognizes that such contracting is the sole prerogative of the Committee.

The Committee agrees not to negotiate with any representative of the employees other than the Union for the duration of this contract.

Whenever the term “permanent employee” is used in this contract, this term shall apply only to employees who have achieved either permanent full-time or permanent part-time status under Civil Service. This term (and the section in which it appears) shall not apply to permanent or provisional intermittence (i.e., substitutes).

ARTICLE II – PROTECTION

Employees employed under the Civil Service status shall be employed in accordance with and possess all of the rights afforded by Chapter 31 of the General Laws of Massachusetts and all applicable regulations of the Massachusetts Civil Service Commission and any other administrative body having jurisdiction in the premises issued thereunder.

- A. Employees will immediately report, in writing, all cases of assault suffered by them in connection with their employment to the principal.

- B. This report will be forwarded to the Committee which will comply with any reasonable request from the employee for information in its possession relating to the incident or the persons involved, and will act in an appropriate way as liaison between the employee, the police and the courts.
- C. If criminal or civil proceedings are brought against a member of the bargaining unit alleging that he/she committed an assault in connection with his/her employment, the Committee shall determine whether it is appropriate, under all circumstances, to furnish legal counsel to defend him/her in such proceedings, if he/she requests such assistance, and will provide such other assistance as may be required by law.

ARTICLE III – NEGOTIATION PROCEDURE

- A. No later than three months prior to the expiration of this collective bargaining agreement, the Committee and the Union agree to enter into negotiations with the Union over a successor agreement. Such negotiations will include any matters covered by this agreement and any other matters which the parties mutually agree are negotiable or which are by law held to be negotiable.
- B. Before the Committee adopts a change of policy which affects wages, hours, or any other terms and conditions of employment which is not covered by the terms of this agreement, the Committee will notify the Union in writing that it is considering such a change. The Union will have the right to negotiate with the Committee regarding such proposed change provided that the Union files a request within thirty-five (35) days after notification by the Committee. The Union will be notified in writing and will have the right to negotiate with the Committee before any additional programs are implemented in any individual schools or if the Committee contemplates a change in policy which may affect wages, hours or any other condition of employment. The Committee agrees to listen to and to take into consideration any recommendations of the Union.
- C. This agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- D. Therefore, the Committee and Union each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement, even though such subject or matter may not have been within knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

ARTICLE IV – GRIEVANCE PROCEDURE

A. A grievance is defined as any complaint or dispute by an employee, a group of employees, the Union or the Committee concerning an alleged violation of or variation from the provisions of this Agreement or in the interpretation or application thereof. The use of “grievance” below shall refer to an employee, group of employees, the Union or the Committee. A Committee grievance will be processed in accordance with Section F. The grievance procedure shall be as follows:

1. **Level One:** **Within 15 days of the event giving rise to the occurrence of the grievance, the employee may file a Step One grievance.** The written grievance shall contain the following: the name, assignment, address and telephone number of the grievant(s); the specific provision or provisions of the agreement claimed to be violated; the time(s) and places(s) the incident or action leading up to the grievance occurred; the name and identity of the persons allegedly involved in the incident or the action leading to the filing of the grievance with a description of each person’s involvement in the incident or action; a summary of the facts involved, and the relief desired. The building principal or immediate supervisor shall attempt to adjust the grievance and shall advise the aggrieved employee in writing of his/her decision concerning the grievance within ten (10) working days after the grievance has been presented to him/her.
2. **Level Two:** Within thirty (30) days after the occurrence giving rise to the grievance, the Union shall, if it has decided to process the grievance, put the grievance in writing and present it to the Superintendent of Schools or his/her designated representative. Within ten (10) days after receiving the written grievance, the Superintendent or his/her representative shall meet with the grievant and Union officials in an attempt to resolve the matter. The grievant’s Manager, Supervisor and the Cafeteria Director may be present at this meeting to assist in resolving the grievance. If a satisfactory resolution cannot be reached at this meeting, the Superintendent or his/her representative shall state his position and reasons for denying this grievance in writing and deliver this document to the designated representative of the Union. This must be done within five (5) days after the meeting. If a written grievance is not presented by the Union to the Superintendent of Schools or his/her designated representative within thirty (30) days after the grievant knew or should have known of the occurrence giving rise to the grievance, the grievance shall be waived.
3. **Level Three:** Level Three is available for grievance which concern matters which remain under the jurisdiction of the School Committee

as a result of the Education Reform Act of 1993. The Committee, through the Superintendent and the School Committee, shall determine if Step III applies to the grievance. If Step III is not applicable, Step IV will apply after Step II. If the Union is not satisfied with the decision of the Superintendent or his/her designated representative, the Union may appeal the matter to the School Committee. After being notified by the Union of its desire to meet with the Committee regarding the grievance, the Committee shall meet with the aggrieved party and the Union representatives no later than the next regularly scheduled meeting of the Committee. The Committee shall render a decision no later than seven (7) days after this meeting. The Committee will make every effort to have the involved personnel present at this meeting.

4. **Level Four:** If the Union is not satisfied with the Committee's decision on the grievance, the Union may take the matter to binding arbitration through and under the rules of the American Arbitration Association. To proceed to arbitration, the Union must present a written demand to the Committee for arbitration within forty-five (45) days after the Committee's decision. The decision of the arbitrator shall be submitted to the School Committee and to the Union and, subject to law, shall be final and binding, provided that the arbitrator shall not usurp the authority of the School Committee and the Union under the law. The arbitrator shall have no power to alter, add to or detract from the provisions of this agreement.

- B. For purposes of notification by the Union to the Committee, the Union may notify the Superintendent of Schools or his/her designee, who shall be considered the agent of the Committee.
- C. Where any period of time provided for in the grievance procedure is five (5) days or less, the period shall be measured by the working days of the school administration; any period of time more than five (5) days shall be calendar days. Any time limit or provision of the grievance procedure may be modified by mutual agreement of the Union and the Committee.
- D. No reprisals of any kind will be taken against any participant in the grievance procedure by reason of such participation.
- E. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School Committee and the Union.
- F. Should the Committee have a grievance against the Union, the grievance shall be presented to the Union's Grievance Committee. Reasonable time limits shall be followed in the processing of this grievance. If after forty-

five (45) days the grievance has not been resolved, the Committee may take the grievance to arbitration under the terms of Level Four above.

- G. No grievance of any nature whatsoever shall be processed under the grievance or arbitration provisions of this Article unless the employee shall first, in writing, waive his/her right to process such grievance under the laws of the Commonwealth of Massachusetts or any court or administrative agency of the Commonwealth or the United States. No grievance of any nature whatsoever which has been or is being adjudicated under the laws of the Commonwealth or before an administrative agency may be taken up and determined under the grievance and arbitration provisions of this agreement.
- H. An arbitrator shall not have the power to render a decision concerning any matter which has not been presented in accordance with the procedures set forth above. Failure on the part of the employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the aggrieved party must proceed to the next step to preserve the grievance. If the action required to process a grievance to each step in the procedure outlined herein is not taken within the time limits specified herein, the grievance shall become waived.

ARTICLE V – SALARIES

- A. The salaries of all employees covered by this agreement are set forth in Appendix A which is attached hereto and made a part hereof.
- B. Effective September 1, 2016, all employees will be paid via direct deposit into a bank account established by the employee. Each employee will cooperate in terms of providing the necessary account information to the School Department. Separate deposits will be made for vacation pay, retroactive pay and pay for special functions.
- C. If and when the contract expires, the wages, benefits, hours and methods of wage and benefit payments that appear in the expired contract shall continue in effect.
- D. Clarification of meaning concerning three (3) weeks pay when schools are on vacation. Pay for these three (3) weeks is not to be confused or considered as vacation pay. Pay for these three (3) weeks was granted in lieu of a raise several years ago and the procedure is maintained in this agreement.
- E. Effective September 1, 1994, Managers, Assistant Managers at the High School, and the lead person in each Satellite school shall be paid one dollar and fifty cents (\$1.50) for each Free and Reduced lunch form for

which they are responsible, and which is fully satisfactorily processed. No more than one person shall receive payment for the form of any one child.

The payments shall be made in January for forms processed by November 30th, and in June for payments processed through June 10th each year. Only On-Site Managers, Assistant Managers; Assistant Managers at the High School and the lead person in each Satellite School will be allowed to complete and process Free and Reduced Lunch forms.

- F. Each year prior to the start of the school year, the Brockton School Department will hold an opening meeting for Managers, Assistant Managers, and the Leads for the satellite programs. Managers, Assistant Managers, and the Leads for the satellite programs shall receive straight time pay for their attendance at this meeting.
- G. Effective July 1, 2013, there shall be a new step 3 added to each classification that is 4% above grade 2. Step 3 shall be for employees who have achieved 10 or more years of service.

ARTICLE VI – EMPLOYEE EMPLOYMENT

- A. Employees with previous cafeteria work experience as permanent employees in the Brockton School System will, upon returning to the system, receive full credit for all the Brockton Cafeteria work experience and military experience provided they had resigned from their prior employment with the system, and provided that the employee returns to work with the Brockton Public Schools within three (3) years of his/her departure date.
- B. Food service associates who leave the employment of the School Department of the City of Brockton must immediately submit a letter of resignation. Failure to submit said letter of resignation within a suitable period of time, but in no case for a period of time longer than two (2) weeks, will result in an automatic termination of employment.

ARTICLE VII – EMPLOYEE ASSIGNMENT

- A. Employee assignments will be made without regard to race, creed, color, religion, nationality, ancestry, age, handicap, sex, gender identity, sexual orientation, genetic information, or marital status.
- B. Whenever any vacancy in a promotional position occurs during the year, the position will be adequately publicized by the Administration as far in advance of the appointment as possible. Notice will be sent by email to all employees and will be posted internally in each cafeteria for no less than 6 school days. The qualifications for the position, its duties, its rate of

compensation, and its anticipated location will be clearly set forth. The qualifications set forth for a particular position will not be changed unless the Union has been notified in advance of such changes and the reasons therefore. Applications for the position must be filed in writing. Applications may be submitted online. The completed application may be hand-delivered to the Food Service Office or the Human Resources Office, and shall be date and time-stamped upon receipt.

- C. Food service associates will be given adequate opportunity to make application for these positions when they are to be filled on a provisional basis and the Committee agrees to give due weight to the professional background and attainment of all applicants, the length of time each has been in the school system and other relevant facts. The decision of the Committee will not be subject to arbitration. An employee shall be employed for a minimum of one (1) school year in order to be eligible for any vacancies or transfers. When filling promotional positions on a permanent basis, the Director or his/her designee will interview and select from the five (5) most senior qualified applicants.

Permanent personnel who successfully bid during a school year to change position or location may not bid for another change during that school year. All permanent personnel who successfully bid to a new position or location shall be evaluated weekly by the worker's immediate supervisor for two (2) weeks, with feedback provided each week, using forms provided by the Director. The evaluation period may be extended an additional two (2) weeks at the discretion of the Director or immediate supervisor, with feedback continuing each week. These evaluations are to be filed with the appropriate supervisor each Friday, and the employee will see and sign the evaluation each week. The employee will be notified of a successful or unsuccessful transition at the close of the second (2nd) week, or at the close of additional weeks if the evaluation period is extended. If the employee has performed satisfactorily, he/she shall be confirmed by the Director in the new position/location. If the employee is deemed unsatisfactory on the basis of the two (2) weekly evaluations, or on the basis of evaluations for an extended two (2) week period, the employee will return to his/her prior position which will have been filled by a substitute for this two (2) week or extended period pending this determination. Should a substitute employee unsuccessfully bid for a position, he/she will automatically have his/her name returned to the substitution list after three weeks.

Each week, all Managers, if they are on the job, will submit evaluations to the Operations Manager on forms to be provided by the department, of all substitute employees who have worked for them during that week. The employees will see and sign the evaluation each week.

D. All permanent Food Service Associates, Managers, and Supervisors shall normally be notified two weeks in advance, in writing, of any work schedule change. Except for emergency situations, work schedules shall not be changed unless the changes are agreed upon by the Union and the Employer. Work schedules and duties are to be posted upon the bulletin board in each school.

E. **Transfers**

1. A vacancy shall be defined as any permanent opening that occurs within the bargaining unit. A transfer is defined as a lateral move within any given job classification. When a permanent position becomes available, it will be filled by a substitute or substitutes until the vacancy is filled by a permanent employee. When practical, in the sole opinion of the Director, vacancies will be filled by the same substitute (provided his/her work performance is satisfactory) until the vacancy is filled with a permanent employee. The Director or designee will possess the sole discretion in filling any permanent opening.
2. When a vacancy occurs, the Committee shall post a notice of the vacancy at each work location of a food service associate and send a copy of such notice to the Union. The qualifications for the position, its duties, its rate of compensation, and its anticipated location will be clearly set forth. The notice shall allow at least six (6) school days for those employees interested in obtaining the vacancy to so notify the Committee or its designated representative. The closing date for these bids shall be stated in the notice and a list of applicants will be made available to an officer of the Union after the closing date. With the exception of the month of September, all vacancies for the permanent positions occurring during the school year will be posted within fifteen (15) days of their occurrence. The Committee agrees to provide all substitute coverage for the same number of hours until the job has been filled.
3. A vacancy shall be filled no later than 10 working days after the bids have closed, according to the following order:

Permanent transfer to the vacancy will be awarded to the most senior bidding employee permanently appointed to that same job classification all relevant facts being equal. In the event that no such employee has bid for the vacancy, the vacancy shall be filled within thirty (30) days from the existing Civil Service list, if available. No employee shall be transferred on a permanent basis without his/her consent until there has been a prior consultation at which consultation

she/he may have a representative from the Union is he/she a so request.

The Committee may, at its exclusive discretion, temporarily reassign employees to different work areas and/or different buildings. The Committee shall make a reasonable effort to limit the reassignment to twenty (20) working days. Before it temporarily reassigns employees, the Committee will seek volunteers to fill the reassigned positions. All things being equal, employees will be reassigned based on inverse seniority.

4. The particular job of a food service associate, including his/her work assignment, hours and days, shall not be changed except that the parties recognizes that on an emergency basis, or under unusual conditions, an employee may be assigned to a different job. For the purposes of this paragraph, a change in the job of an employee includes an employee being moved from one school to another or from the satellite unit of a school or, in the case of BHS, being moved between the Central Commissary, kitchen, bakery, or any of the four (4) cafeterias. Exceptions to the provisions of this section may be made by mutual agreement. The parties also recognize that temporary involuntary transfers of employees from one job to another job are sometimes necessary. When such transfers are necessary, the transfer shall be of the junior employees or employees at the school involved, as determined by the Director of School Food Services. Should employees from the school involved volunteer for a temporary transfer, the transfer will be awarded to the volunteer with the most seniority.

A temporary transfer is defined as one that has a duration of thirty (30) days or less. The Union and the Committee agree that the Committee has the right to eliminate any position provided that the position is no longer necessary. Employees who are filling a promotional position shall receive the pay for that position from day one. Such a person will be designated each year by the cafeteria manager of the individual school building and preference must be given to persons in that building whose names appear on an existing Civil Service Manager's list.

- F. Food service associates will be notified, in writing, as to what time to report back to work for a new school year. Notices will be given as soon as practicable and under normal circumstances no later than September 1st.
- G. Only Managers or Assistant Managers will act as replacements in the absence of a Supervisor.

- H. At the discretion of the School Committee, there may be one position designated as “Floating Assistant Manager”. Such individual shall be assigned to the Central Office and shall be utilized to fill in for Managers and/or Assistant Managers or for other tasks as assigned by the Director of Food Services.

Such individuals shall be compensated at the rate of pay of Assistant Manager, except that for those periods of time that this individual performs the duties of a Manager, the individual will be compensated at a Manager’s rate of pay.

- I. Any person who is hired as a new Assistant Manager to work at Brockton High School and who is not previously a Lead six-hour worker at Brockton High School will be trained for two (2) weeks by a Lead six-hour worker. In exchange for providing such training, said Lead six-hour person will have his/her weekly rate adjusted upward for those two training weeks only, to that of a Step 1 Assistant Manager. Similarly, whenever a new Manager is hired to work at a school other than Brockton High School, provided he/she was not previously a Lead six-hour worker at that particular school, he/she will receive two weeks of training from that school’s on-site Lead six-hour person. In exchange for providing such Manager’s training, said Lead six-hour person will have his/her weekly rate adjusted upward for those two training weeks only, to that of a Step 1 Assistant Manager.
- J. After an employee is out for 6 months on Workmen’s Compensation or any other approved leave of absence, or is not expected to return to work for 6 months or more, the school will post and fill the job. The position will be filled in compliance with M.G.L. ch. 152 and all other relevant laws.
- K. Effective on the date of ratification of this contract, the existing Assistant Manager positions in each of the High School cafeterias shall be upgraded to Managers. The Director may assign additional Manager duties to the positions. As a result of the upgrades, if the Front of the House Manager position or the Operations Manager position becomes vacant, the Superintendent reserves the right not to backfill that position and to assign the duties of the vacant position to the other position. The Director has authority to assign additional duties to the remaining position, including but not limited to conducting audits of District programs. When the Operations Manager is absent, the Front of the House Manager will assume the duties related to Absence Management.
- L. Effective on the date of ratification of this contract, the existing Lead Satellite position at the Huntington School shall become an Assistant Manager position.

ARTICLE VIII – EVALUATION

- A. All monitoring or observation of the work performance of an employee will be conducted openly and with full knowledge of the employee. Within a reasonable length of time, employees will privately be given a copy of any evaluation report written in ink and prepared by their superiors and will have the right to discuss in private such reports with the superiors and to file a response to the evaluation which shall be placed in the employee's personnel file along with the evaluation.
- B. Employees will be evaluated each year by the Cafeteria Managers. A copy of the written and signed in ink evaluation sheet will be forwarded to the Administrative Service Office and a copy shall remain on file in the Principal's Office.
- C. Complaints regarding an employee made to any member of the administration by a parent, student or other person will be promptly called to the attention of the employee. Report of a food service associate shall be signed by the employee, not to indicate agreement with the evaluation, but as an indication that the employee has seen it. Supervisors, Storekeeper, Managers and Assistant Managers, in like manner, will be evaluated by the Superintendent and/or his/her designee.
- D. No material derogatory to an employee's conduct, service, character or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material. Food service associates will have the right, upon written request, to review and respond to the contents of their personnel file.
- E. No employee will be disciplined, reprimanded, reduced in rank or compensation without just cause, pursuant to all rules and regulations of Civil Service.

ARTICLE IX – TEMPORARY LEAVES OF ABSENCE

- A. Permanent employees will be entitled to the following temporary leaves of absence with pay each school year. The granting of all other leaves shall be in the sole discretion of the School Committee or its designees.
 - 1. Time necessary for appearance in any legal proceedings connected with the member's employment or with the school system or if the member is subpoenaed as a witness in a criminal case in which the member is not the defendant or in a civil case which was not initiated by the member and which does not relate to an outside business or monetary interest of the member. If a member must appear in Court on a school day in connection with his or her divorce proceedings,

child custody or support actions, adoptions, or a restraining order, the member must use a personal day. If the member has exhausted his or her personal leave, s/he may utilize up to three (3) of his or her accumulated sick days annually. Beyond that, unpaid time must be utilized. If a member must appear in other legal proceedings on a school day, including but not limited to foreclosures, bankruptcy proceedings, traffic violations, collection actions, estates, or personal disputes, s/he may use personal leave, if available. If personal leave is not available, unpaid time must be used. Exceptions to any of the restrictions that are set forth above may be granted by the Superintendent in extenuating circumstances.

2. Up to four (4) days at any one time in the event of death of an employee's spouse, child, grandchild, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, or any sibling.
3. Up to one (1) day in the event of the death of a grandparent, uncle, aunt, brother-in-law, sister-in-law, nieces, nephews or any individual or relative living in the immediate household.
4. Bereavement leave or additional bereavement leave may, when necessary, be granted by the Superintendent or his/her designee.
5. Maximum of seventeen (17) days per school year for persons called into temporary active duty of any unit of the United States Reserve, or the State National Guard, providing such obligation cannot be fulfilled on the days when school is not in session. Employees will receive their full school department pay during the term of the temporary active duty, less any compensation received from the federal or state government.
6. The Committee recognizes that on occasion a situation may arise that pertains to the protection of the employee's immediate well-being and/or property. When such a situation does arise, the employee may petition the Superintendent of Schools or his/her designee for release time from normal employment at no loss of pay. Every effort will be made by the Superintendent or his/her designee to give due weight to all factors involved. This clause is not to be utilized for vacation purposes.
7. An employee shall, on approval by the Department Head, be eligible to use one (1) personal day per school year at the employee's regular straight-time pay in order to transact urgent personal, household or legal business which cannot be transacted outside his/her regularly scheduled workday. The individual will submit his/her request on an approved form to the Director at least one (1) week prior to the day

being taken. Personal days shall not accumulate from year to year. On any given day no more than one (1) bargaining unit member per school and five (5) bargaining unit members system-wide will be allowed to take a personal day, except in case of emergency. Employees will not be allowed to use the personal day in June of the given school year.

Notwithstanding the remainder of this paragraph, employees hired after March 1 of a given school year shall be ineligible for a personal day for that school year.

8. Employees will be entitled to jury leave and the Committee shall pay the employee any difference between his/her jury pay and his/her regular pay if the former shall be less than the latter. Employees are encouraged to request jury assignments which will not interfere with the usual work schedule of the employee.
- B. Employees may be required by the Superintendent or his/her designee to submit a medical certificate of good health after either a prolonged illness or a serious accumulation of several individual days of absence.
- C. Two employees will be allowed to attend the funeral of any member of the cafeteria staff.
- D. Except in case of emergency, an employee must request leave from his or her immediate supervisor five days in advance. If an employee fails to provide advance notice of leave, leave shall be unpaid. The Superintendent or designee may waive this requirement at her/his sole discretion.
- E. When the Governor declares a state of emergency resulting in school closure, the employees shall be paid for the day, with a limit of two (2) days per school year.

ARTICLE X – EXTENDED LEAVES OF ABSENCE

- A. Military leave without pay will be granted to any Union member whose reserve unit is called to active duty. During the member's leave of absence, the member shall not accrue any benefits including but not limited to vacation, sick leave and personal days and any accumulations will remain as they were at the beginning of leave.
- B. Parental leave of up to three (3) months may be granted without pay or increment to a permanent employee so requesting such leave. An employee who becomes pregnant should notify her immediate superior in writing as soon as pregnancy has been definitely determined. The union acknowledges that the Union and the Committee are subject to the

provisions of the Massachusetts Parental Leave Act (M.G.L. c. 149, §105D) and the Family Medical Leave Act (FMLA). The FMLA shall not increase or decrease the length of leave available to the eligible employees under this Agreement. Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to leave currently available to the extent such leave are for reasons covered by the FMLA. The leave of absence may be extended at the termination of the three (3) month period.

- C. The Committee may grant a leave of absence without pay or increment to any permanent employee to campaign for or to serve in any public office for one term of said office. The leave of absence may be extended at the end of the three-month period.
- D. A permanent employee may be granted a leave of absence by the Committee without pay or increment up to three (3) months for health reasons. The leave of absence may be extended by the Committee at the termination of that period if the worker's health requires the employee to continue on leave.
- E. All requests for extension or renewal of leaves will be applied for in writing, and if approved, will be granted in writing.
- F. All granting of leaves in conjunction with this particular Article will be in strict compliance with the rules and regulations of Civil Service where not otherwise in conflict with this Article.
- G. After three (3) years of employment, a leave of absence of up to three (3) months may be granted to any permanent employee for the purpose of furthering his/her food service education.
- H. All benefits to which a permanent employee was entitled at the time the employee's leave of absence commenced, including unused sick leave, will be restored to him/her upon his/her return.

ARTICLE XI – HOURS OF WORK AND VACATION PAY

- A. The work day of employees normally shall coincide with the school to which they have been assigned, but the number of hours per day will not normally exceed six (6) with the following exceptions:

1. There shall be one (1) permanent full-time employee designated as “Lead Worker” in each high school cafeteria who is responsible for setting up and serving breakfast and who shall work 7 hours.
2. There shall be three (3) permanent full-time employees designated as “Primary Cooks” in the high school kitchen who shall work 7 hours and receive an additional \$1.00/ hour.
3. All full-time satellite school Leads shall be 7.5-hour positions except at the Huntington and Keith Schools where those positions are 8-hour positions and at the Goddard School where that position is a 6.5-hour position.
4. There shall be one full-time cafeteria worker position in the Huntington School that shall be a 7-hour position.
5. Managers normally will work an eight (8) hour work day.
6. Caterers shall work 7.5 hours per shift and shall receive overtime at the rate of time and one-half after working 40 hours in a work week. When catering service is not needed, caterers will be assigned other duties, to include working in the high school cafeterias and/or the kitchen/commissary.
7. No employee shall work less than three (3) hours on any day or at any time when he/she is called into work.

Food service associates shall be paid time and one-half for all hours worked over 40 during the week or when their presence is required by the Committee outside the normal school day.

Effective July 1, 1990, each Manager during 35 weeks of the school year will work and be paid (straight-time) for one additional hour each week for an organized in-service activity to be scheduled by the Director at the conclusion of a regular work day. The day to be utilized for such purposes will be designated by the Director no later than the preceding Friday. The Director will coordinate work hours for managers on the in-service day to achieve this. This additional hour will not increase vacation pay, sick pay or payments for weeks that school is not in session or the in-service is not held.

In order to ensure that it complies with all applicable laws requiring the maintenance of record concerning hours worked by employees, including overtime hours where applicable, and the use of accrued leave time taken, the Committee requires that all members of the Union record their time worked and absences on official Committee time record forms using

official time clocks. It is the duty of employees to ensure that the actual hours worked and leave time taken are accurately recorded. Intentional falsification of time records is grounds for disciplinary action, including discharge.

On “in-service” days, the part-time employees shall report to work one (1) hour early and they will be dismissed one (1) hour early. On Early Dismissal Days including but not limited to the day before Thanksgiving and the last day of school for students, employees will be released no earlier than 12 noon, at the discretion of the Food Services Director and with his/her approval. It is understood that if these two days become full student days, this Early Dismissal day protocol shall cease.

- B. Individuals who are appointed or promoted to a position as of the first day of a school year will remain at Step 1 for that entire school year and then progress to Step 2 at the start of the next school year. Individuals who are appointed or promoted to a position midway through a school year will remain at Step 1 for the balance of that school year and then progress to Step 2 at the start of the next school year.

When a substitute employee or part-time employee is placed in an open position due to vacancy, leave of absence or long-term illness, he/she will continue to work at the substitute or part-time rate, whichever is applicable, for (60) calendar days, at which time he/she will be advanced to Step 1 of the position in which he/she is serving.

The Committee agrees not to remove any substitute employee or part-time employee from a job where the purpose is to prevent her/him from attaining part-time or full-time status.

It is understood that the above change will affect only those persons who have not presently accumulated the wages and benefits.

- C. Vacation time for permanent employees shall be apportioned to the length of service in the Brockton School Department. The vacation schedule for Employees, Supervisors and Managers will be as follows:

<u>Number of Years</u>	<u>Number of Days All Employees</u>
1 st and 2 nd	8
3 rd and 4 th	10
5 th and 6 th	11
7 th and 8 th	13
9 th and 10 th	15
11 th – 14 th	16
15 th and over	21

- D. Vacations must be taken at the termination of the normal school year.
- E. A full-time employee shall be allowed a fifteen (15) minute coffee break in the morning. A part time employee will be allowed a ten (10) minute coffee break during his/her working hours.
- F. In the event that a permanent full-time or permanent part-time employee leave the employment of the Brockton School Department, the employee shall be compensated for his/her unpaid vacation and longevity at the time of leaving the employment of the Brockton School Department. In the event of the death of a food service associate, his/her pay, vacation and longevity compensation is to go to his/her estate. It is understood that the benefits set forth herein shall not apply to substitutes or intermittent employees and that said employees shall not be eligible to accrue benefits of any kind.

Upon retirement or death of an employee who has completed twenty (20) or more years of service in the Brockton School System, he/she or his/her estate will receive one-half (1/2) pay for all unused accumulated sick leave up to sixty (60) days at the rate of compensation which he/she is receiving at the time of his/her retirement or death. An employee who has completed twenty-five (25) years or more of service in the Brockton School System, said Employee or his/her estate will receive one-half (1/2) pay for all unused accumulated sick leave up to ninety (90) days at the rate of compensation which he/she is receiving at the time of his/her death or retirement. An employee who has completed thirty (30) years or more of service with the Brockton School System will receive, or his/her estate will receive, one-half (1/2) pay for all unused accumulated sick leave up to one hundred thirty (130) days at the rate of compensation which he/she is receiving at the time of his/her death or retirement.

- G. All unpaid leave must be approved by the Director. The taking of unpaid leave without approval and after an opportunity for a hearing before the Superintendent or his/her designee, shall be grounds for disciplinary action up to and including dismissal.
- H. When and where there is a Breakfast Program, breakfast rotations will be arranged by the individual site manager.
- I. If a substitute is unavailable, the available hours shall be offered to a permanent employee for the day.

ARTICLE XII – PERSONAL INJURY

A food service associate will be entitled to receive Workmen’s Compensation

according to Workman's Compensation Law and the Rules and Regulations of the Industrial Accident Board. The employee will receive a prorated uniform allowance for those months actually worked.

ARTICLE XIII – INSURANCE

- A. The cost of the following types of insurance coverage will be paid for each food service associate as ordained by the City Ordinance.
1. A \$5,000 term life insurance plan of the type presently available to city employees.
 2. All health insurance options that are available to the members of the bargaining unit shall be specified in a notice to be sent to each member of the bargaining unit each year prior to the annual open enrollment period.
 3. Effective July 1, 2003, or when all City and School Department Unions agree, if such date is later than July 1, 2003, the employee's contribution to the total monthly premiums for all City offered health benefit plans shall be increased to twenty-five percent (25%) and, if the employee so authorizes, all such employee premium contributions shall be deducted from their salaries on a so-called 'Cafeteria Plan' tax-sheltered basis. If, for whatever reasons, the increase to twenty-five percent (25%) cannot be implemented, the parties will negotiate. Deductions for the employee's share of health insurance premiums will be made on a weekly basis. Upon the adaptation of the 25% of the total monthly "premium" or "working rate," by all other applicable bargaining units, \$350.00 will be added to the base of each bargaining unit member.
- B. On July 1, 2006 (or soon thereafter) individuals who were on Master Medical family plan coverage during the 2005-2006 contract year who convert to a less expensive plan or who drop the Master Medical insurance for the 2006-2007 contract year will be paid a one-time stipend of \$1,500.00, while individuals who were on the Master Medical individual plan coverage during the 2005-2006 contract year who do the same will be paid a one-time stipend of \$800.00. Individuals who are paid said stipend will sign an agreement pledging that if they enroll in Master Medical in years thereafter, they will refund to the School Department one-half of the stipend they were paid.

It is expressly understood that the above referenced change under section B, will not take effect until it has been implemented by the School Department and the City of Brockton with regard to all City and School Department bargaining unit employees.

- C. If mechanically feasible, employees will be eligible to participate in a payroll deduction for savings bond plan.
- D. In the event that the Brockton School Committee adopts a dental plan and/or an optical plan, it agrees that it will make said plan (s) available on the same basis as to other employees within the Brockton School Department.
- E. Bargaining unit members will be eligible to participate in the City's Dental Plan on a contributory basis with each participating member paying fifty percent (50%) of the total monthly premium for such coverage and with the School Committee paying the remaining fifty percent (50%) subject to the following condition. For those bargaining unit members who are already participating in the City's Dental Plan or for those bargaining unit members who sign up for the dental plan during the one-time enrollment plan between December 1 and December 10, 1999, the School Committee's fifty percent (50%) premium contribution shall begin as of February 1, 2000. Employees who are not already participating in the City's Dental Plan or who do not sign up during the above-identified open period, are not eligible to sign up for the Dental Plan until the next open period in May 2000.

ARTICLE XIV – SENIORITY

- A. Seniority or length of service shall be measured from the day the employee starts employment with the Brockton School System as a full time or part time employee. Subsequent service on the part of an employee as a substitute employee shall break the employee's seniority. An employee who resigned from part time or full-time employment and who is subsequently re-employed on a part time or full-time basis shall be allowed to count the prior service toward his/her seniority. Employees who have had experience in the military shall receive full credit for this service.
- B. For the purposes of transfers and job bidding for Managers' positions only, Managers shall use as their measure of seniority their length of service as Managers.
- C. For the purposes of transfers and job bidding for Supervisors' positions only, Supervisors shall use as their measure of seniority their length of service as Supervisors.
- D. Overtime will be offered to individuals in the following order:
 - 1. Overtime will first be offered to permanent full-time employees at the school where the overtime is to be performed.

2. If the overtime is not covered pursuant to the above paragraph, it will then be offered to permanent part-time employees at the school where the overtime is to be performed.
 3. If the overtime is not covered pursuant to the above paragraphs, it will then be offered on the basis of a rotating Citywide Seniority List which reflects Civil Service dates. The Citywide list shall be maintained, and the contracting of individuals shall be performed by the Director or his/her designee. If an individual is inadvertently not offered overtime, the remedy shall be offering of the next available overtime under this paragraph.
 4. If the overtime is not covered pursuant to the above paragraphs, it will then be offered to individuals who are then assigned as substitutes in that school. If unfulfilled, it will then be offered to other employees on the general substitute list.
- E. Overtime for the catering service will not be covered pursuant to the above paragraphs. Such overtime opportunities will be offered by the Director or designee.

ARTICLE XV – SICK LEAVE

- A. Permanent employees will be entitled to fifteen (15) sick leave days each calendar year accrued one and one-half (1½) days per month. Part-time employees will be entitled to ten (10) sick leave days each calendar year. Sick leave days may be accumulated from year to year up to a maximum of 180 days effective July 1, 1995, and will be increased to 190 days effective July 1, 1996.
- B. In addition to personal sickness or injury, sick leave may be realized for any other reason as approved by the Superintendent, and as permitted by law.
- C. Each food service associate may request and receive a notice of the number of accumulated sick leave days once within the terms of this Agreement.
- D. Where the principal or Superintendent or their designee has reason to believe that sick leave use is being abused by showing a pattern of abuse or where the employee has been absent for three (3) consecutive school days within the same school year, the principal or Superintendent may require that the employee submit satisfactory medical evidence regardless of the length of absence. Where an employee has been absent for three (3) or more consecutive school days, the principal or Superintendent retains the right to require that the employee provide satisfactory medical

documentation stating that the employee is fit to return to work, before the employee may return to work. At the principal or Superintendent's discretion, the failure to produce such evidence within five days of a request may result in the denial of sick leave for the period of absence.

Sick days shall not be granted either the work day immediately before or immediately after a holiday or vacation period except in extenuating circumstances. In the event of extenuating circumstances, the employee shall be required to provide medical documentation to the designated supervisor forthwith.

- E. **Low Sick Leave Utilization Stipend:** A low sick leave utilization stipend shall be available for employees who do not use any sick days over the course of an entire work year.

Employees who are eligible may redeem sick days and will receive their stipends, either at the end of the fiscal year, or at the start of the following school year at the discretion of the Superintendent, according to the following schedule:

Part-Time Employees

<u>Days</u>	<u>Rate</u>	<u>Total</u>
0	\$40.00	4 days x \$40.00 = \$160.00
1	\$40.00	3 days x \$40.00 = \$120.00
2	\$40.00	2 days x \$40.00 = \$80.00
3	\$40.00	1 day x \$40.00 = \$40.00

Full-Time Employees

<u>Days</u>	<u>Rate</u>	<u>Total</u>
0	\$55.00	4 days x \$55.00 = \$220.00
1	\$55.00	3 days x \$55.00 = \$165.00
2	\$55.00	2 days x \$55.00 = \$110.00
3	\$55.00	1 day x \$55.00 = \$55.00

Days redeemed shall be deducted from the eligible food service associate's accumulated sick leave days. Eligible food service associates who choose to redeem sick day must notify the Superintendent, or his/her designee, in writing by June 1 of the year in question. A failure to so notify will exclude the eligible food service associate from receiving a stipend.

- F. There will be no accrual of sick leave benefits while an employee is on unpaid leave.

ARTICLE XVI – AGENCY SERVICE FEE

- A. Every employee covered by this agreement shall be required, as a condition of employment, to pay an agency service fee equal to membership dues to the Union as his/her share of the cost of collective bargaining and contract administration. This requirement becomes effective for any individual employee on or after the thirtieth (30) day following the beginning of the worker’s employment or the effective day of this agreement, whichever is later.
- B. Employees may pay membership dues to the Union instead of the agency service fee provided the employee is eligible and remains a member in good standing of the Union.
- C. The Union agrees to hold the Committee harmless for any actions it takes against any employee as a result of the adoption herewith of Section 12 of M.G.L c. 150E.
- D. The Union agrees to give the employees who are required to pay said agency service fee and who have failed to pay said amount to the Union, notice of thirty (30) days before seeking termination of their employment.

ARTICLE XVII – LONGEVITY

It is agreed that longevity benefits will be granted to all employees on the following basis, effective September 1, 2016:

<u>Length of Service</u>	<u>Amount</u>
Over 5 years up to and including 10 years	\$480.00
Over 10 years up to and including 15 years	\$750.00
Over 15 years up to and including 20 years	\$950.00
Over 20 years up to and including 25 years	\$1,250.00
Over 25 years	\$1,350.00

ARTICLE XVIII – UNION BUSINESS

- A. Two (2) Union officers or representatives shall, with approval of the Superintendent or his/her designee, be granted time off from work with pay to attend grievance meetings or hearings, provided they occur during the work day or to investigate grievances of an emergency nature. Officers or representatives of the Union may be granted additional

reasonable time off from work without loss of pay to engage in Union business that only can be conducted during the work day. Serious consideration will be given to the Union request for time off pursuant to this Article.

- B. Negotiation meetings between the Committee and the Union shall be scheduled in the mid-afternoon or evening.
- C. No more than five (5) delegates elected to attend Union conventions shall be granted up to two (2) days with pay providing that not more than one (1) person will be absent from any one school or any cafeteria, kitchen, bakery, satellite at Brockton High School.

ARTICLE XIX – GENERAL

- A. There will be no reprisals of any kind taken against any employee by reason of his/her membership in its activities.
- B. The committee will, upon request, provide the Union with any available information which is not privileged under law which may be necessary for the Union.
- C. If any provision to this agreement or any application of this agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- D. If an “extra food program” is added to the cafeteria program of a given school, the Director of School Food Services will determine the necessity of employing additional cafeteria help. Individuals that participate in these programs shall be paid on a straight hourly wage.
- E. If an unscheduled “no school day – all schools, all day” occurs, permanent employees will not be required to work unless so requested by the Director of School Food Services. If an employee is called in on an unscheduled “no school day – all schools, all day”, the employee shall be paid time and one half his/her rate of pay for all hours worked. Employees that are not requested to work by the Director of School Food Services shall not be paid for unscheduled “no school day – all schools, all day.”

If a scheduled “no school day – all schools, all day” occurs, the Director of School Food Services shall determine whether bargaining unit members are required to report to work. If requested to report to work on a scheduled “no school day – all schools, all day” employees shall be paid straight time for all hours worked.

- F. Bulletin Boards – notices and seniority lists (when the payroll is computerized) and job postings shall be posted in each school in conspicuous places. Parties to this agreement agree that it would be improper to post denunciatory, inflammatory written material on such bulletin boards.
- G. Each school year, the Committee agrees to purchase five (5) sets of uniforms which consist of shirts and pants for each employee. The Committee agrees to reimburse each employee, upon the production of a receipt, up to a maximum of \$110 per year for his/her purchase of one or more pair of work shoes. Food Service associates shall wear black slip resistant covered shoes and wear hairnets. All employees shall abide by uniform policies. Notwithstanding the remainder of this paragraph, employees hired after March 1 of a given school year shall be ineligible for uniforms and shoes.
- H. It is agreed that the monthly meeting of the Cafeteria Managers will be held in a suitable area of a School Department building within normal work hours.
- I. When any organization (school or community), or caterer uses the cafeteria or kitchen to prepare or serve food, using the school's equipment, an employee, preferably from the school involved, must be present to instruct in the use of equipment and see that the kitchen is left clean and orderly. It is not expected that this employee should help with the food preparation or serving. The food service associate shall be paid by the organization a minimum of \$60.00 for three (3) hours work with \$18.00 an hour additional after three (3) hours, any portion of an hour shall be considered a full hour.
- J. Copies of minutes and all other public documents that are distributed to Committee members at official meetings will be made available to the President of the Union as soon as possible after such meetings. A copy of the official agenda of the meeting and any attached documents will be made available if possible before the meeting.
- K. In exchange for being the person responsible for receiving sick leave calls and for contacting substitutes when they are needed, the Manager or Assistant Manager who is directed to perform these tasks will receive a stipend of \$100 for each month he/she serves in such capacity. The School Committee will pay all telephone costs associated with the administration of this system. The School Committee reserves the right to establish, and modify as necessary, a detailed sick leave call-in system as well as establish and modify, as necessary, a detailed protocol for filling vacancies which result therefrom. These protocols will not be subject to

further negotiations with the Union nor will they be subject to this contract's grievance and arbitration provisions.

- L. Mileage, when authorized by the Superintendent of Schools or his/her designee, shall be computed by using the most direct and practical highway from a particular job to another job. Mileage will be paid at the rate being paid to employees by the City of Brockton.
- M. Managers, Assistant Managers, Bulk Production Satellite Leads, and any employee filling in for or acting in such capacities shall hold a current Food Safe Certification.
- N. Whereas the BFSA expressed concern about the uniform use of time clocks throughout the school system, the School Committee agrees that it will make efforts to address this concern.
- O. Cell phones must be stored out of sight and are not to be used during working hours, except in case of emergency. Cell phones may be used during lunch and breaks.
- P. All assistant managers and managers will be trained to use the cash register. Managers may work the cash register only if no other qualified food service associate is available to do so.
- Q. Employees do not have to comply with the city ordinance residency requirement, but preference will be given to qualified city residents in hiring.

ARTICLE XX – COMPLAINT PROCEDURE

Inasmuch as it is recognized by both Union and the Committee that there could be complaints that do not fall within the definition of a grievance, since they are not based upon the alleged violation or variations from the provisions of this agreement or the interpretational application thereof, the following complaint procedure is agreed to:

1. The purpose of this procedure is to secure equitable solutions to complaints which may arise from time to time. Both parties agree that the proceedings will be kept informal and confidential as may be appropriate. It is understood and agreed that matters addressed pursuant to this article shall not be subject to the grievance and arbitration procedure.
2. It is agreed by both parties that if a complaint is made, the complainant will discuss the matter thoroughly with his or her immediate supervisor. In the event that no reasonable solution is reached with the

immediate supervisor, the matter will then be brought to the Union Complaint Committee.

3. The Union Complaint Committee hereinafter referred to as the A.C.C., will be composed of the President of the Union, and the Secretary and Chairman of the PR&R Committee. Upon receipt of the formal complaint, the A.C.C, with the complainant, if he/she is physically able, will meet within a ten (10) day period to discuss the matter with the Superintendent or his/her designee.
4. In the event that a reasonable and equitable solution cannot be reached by the A.C.C, and the Superintendent or his/her designee, The A.C.C. may request another meeting, within a ten (10) day period, at which meeting the Personnel Subcommittee of the School Committee will be present. The Subcommittee will be composed of up to three (3) members of the School Committee which will have been appointed by the Chairman. After a presentation of the facts of the complaint by the A.C.C. and the Superintendent or his/her designee, the subcommittee will make every effort to resolve the complaint and arrive at a mutually acceptable agreement.

ARTICLE XXI – DURATION

The parties agree that no later than three months prior to the expiration of the Collective bargaining agreement, they will enter into negotiations for a Successor Agreement that will become effective September 1, 2019.

If negotiations for a Successor Agreement are not completed by September 1, 2019, this agreement will continue in effect until said negotiations are completed and any agreement reached during said Agreement period will be retroactive to September 1, 2019.

ARTICLE XXII – COMMITTEE RIGHTS

The Brockton School Committee and the Superintendent are provided with powers under the laws of the Commonwealth of Massachusetts, and nothing in this agreement shall be deemed or construed to derogate from or impair any power, right or duty conferred upon the Committee or the Superintendent by law or any rule or regulation of the Commonwealth. Except where such rights are specifically relinquished, abridged, or limited by the provisions of this contract, the Committee and the Superintendent have and will continue to retain, whether exercised or not, all of the rights, powers, and authority heretofore had by it including but not limited to the determination of educational policy, the operation of the schools and the direction of the working forces. Said areas are exclusively those of the Superintendent and/or the School Committee in accordance with the laws of the Commonwealth.

Additionally, nothing in this Agreement shall limit the Brockton School

Committee and the Superintendent in the exercise of its functions of management and in the direction and supervision of the School Department. This includes, but is not limited to, the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote; discipline, or discharge; transfer or promote; layoff because of lack of work or funds; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in skills except where such rights are specifically modified or abridged by terms of this agreement.

Unless an express, specific provision of this agreement clearly provides otherwise, the School Committee, acting through its Superintendent, Principals or other appropriate officials strictly adhering to the chain of command as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this agreement either by law, custom, practice, usage or precedent to manage and control the persons covered by this bargaining agreement.

By way of example but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the School Department;
- to determine the organization of the department, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types and grades of positions or employees assigned to an organizational unit, work project, or to any location, building, station or facility,
- to determine the methods, means and personnel by which the department's operations are to be carried;
- to manage and direct employees of the department;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote and assign employees;
- to transfer, or temporarily reassign employees to other shifts or other duties;
- to determine the equipment to be used;
- to determine the policies affecting the hiring, promotion and retention of employees;
- to pay employees in the event of lack of work or funds or under conditions where management believes that the continuation of such work would be less efficient, less productive, or less economical;
- to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned not inconsistent with the provisions of this agreement;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;

- to enforce existing rules and regulations for the governance of the department and to add to or modify such regulations as it deems appropriate subject to fulfilling its bargaining obligations;
- to suspend, demote, discharge or take other disciplinary action against employees, to require the cooperation of all employees in the performance of this function and to determine its internal security practices;
- to determine the care, maintenance and operation of buildings, land, apparatus and other property to be used for school purposes; and management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Nothing in this Article will prevent the Union from filing a grievance concerning a violation of a specific provision of this contract. However, where no specific provision of the contract limits its ability to act, management may exercise its rights under this article without having such actions being subject to the grievance procedure.

The parties agree that each individual side had a full opportunity during the course of negotiations to bargaining over any and all mandatory bargaining subjects, whether or not included in this agreement. Accordingly, as to any such matter over which the contract is silent, the School Committee retains the right to make changes but only after prior consultation with the Union, involving notice and opportunity to bargain, if the Union so requests, to the point of agreement or impasse.

It is understood and agreed by the parties hereto that the School Committee does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives. This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with an employee's education and ability, regardless of whether the exact duty is listed in any written job description.

Furthermore, it is agreed that the taking or consuming drugs or alcoholic beverages or being under the influence of drugs or alcoholic beverages during any period of the work day may be ground for discharge from employment with the Brockton School Department.

The exercise of the forgoing powers, rights, authority, duties and responsibilities by the School Committee, the adoption of reasonable policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement. Nothing contained in this agreement shall be deemed or construed to impair or limit the powers and duties of the School Committee under the laws of the Commonwealth.

**ARTICLE XXIII – REPLACEMENT OF MANAGERS,
ASSISTANT MANAGERS and SUPERVISORS**

In the event that both the Manager and the Assistant Manager are absent from any on-site school, excluding Brockton High School, a permanent employee normally assigned to the school in question shall act as Manager, and for every full day for which he / she so serves as Manager, his/her daily rate of pay will be adjusted upward so that it is equal to that of a Step 1 Assistant Manager. The permanent employee may either be full-time or part-time, however, substitutes shall not be eligible as a replacement. In the event that a Civil Service examination is reinstated for the position of Assistant Manager, preference will be given to individuals who according to grade have passed the Assistant Manager Civil Service examination.

In the event that an Assistant Manager is absent due to sickness, bereavement, leave of absence or due to replacing another manager at a different site for an unlimited period of time, the most senior six-hour permanent full-time employee in each cafeteria (“Blue, Green, Red or Yellow”) shall assume the Assistant Manager’s duties for the period of absence.

In the event that no permanent employee assigned to a site agrees to assume the Manager’s duties, the Director shall offer the position to the most senior Assistant Manager who is not fulfilling the duties of Manager at some other site or to a Manager at Brockton High School. The Assistant Manager shall continue as Manager until the permanent site Manager returns to the position.

In the event that the Front of the House or Production Manager at the Brockton High School is absent for five (5) days or more, the most qualified Assistant Manager or a Manager at Brockton High School, as determined by the Food Service Director or his/her designee will assume duties for the duration of the absence. The Director, or his/her designee, shall have the complete discretion to determine whether to assign a Manager. When the Operation’s Manager is absent for five (5) days or more the most qualified manager as determined by the Food Service Director, or his/her designee shall fill in for the Operations Manager.

APPENDIX A – SALARY SCHEDULE

July 1, 2013 – June 30, 2016

- A. Increase wages in accordance to the following schedule:

Effective 7/1/16: Increase all pay rates by \$1.00 per hour

Effective 9/1/17: Increase all pay rates by 2.0%

Effective 9/1/18: Increase all pay rates by 2.0%

- B. Add new position to Salary Schedule:

July 1, 2008

Bulk Production Satellite Lead	STEP #1	12.54
	STEP #2	12.79

(Salary rates for this position reflect a \$1.00 increase over rates for full-time food service associates, after factoring in a 2% wage increase effective 7/1/08)

- C. The Committee agrees to the following increases in hours:

Assistant Managers: Increase to 7.5 hours per day

Bulk Production Satellite Lead: Increase to 6.5 hours per day

- D. The Superintendent or her/his designee may designate a High School Manager as Operations Manager, Front of House Manager, and/or Production Manager. The positions will include all duties and responsibilities of the cafeteria manager and any other related duties as assigned by the Food Service Director. An employee in one of these positions shall receive an additional one dollar (\$1.00) per hour for each hour of work up to forty (40) hours per week.

- E. Effective July 1, 2013, in recognition for agreeing to the School Committee's language contained in numbered Paragraph 12 of the Memorandum of Agreement, current employees will receive a payment of four hundred dollars (\$400.00) that will be added to their base salary prior to the application of the 2% increase that is set to take effect as of July 1, 2013.

- F. Employees covering the Brockton Afterschool Program and the Edison Academy Program will be paid \$18.50 per hour. Overtime for hours worked over 40 in a week will be paid in accordance with law.

BROCKTON PUBLIC SCHOOLS
CAFETERIA EMPLOYEES
SCHEDULE

July 1, 2016

\$1.00 on all steps

MANAGERS	STEP #1	\$19.62
*after 1st year	STEP #2	\$20.03
*after 10 years	STEP #3	\$20.79
*after 23 years	STEP #4	\$21.15
ASSISTANT MANAGERS	STEP #1	\$16.58
	STEP #2	\$16.93
	STEP #3	\$17.55
	STEP #4	\$17.92
BULK PRODUCTION	STEP #1	\$15.62
SATELLITE LEAD	STEP #2	\$15.92
	STEP #3	\$16.50
	STEP #4	\$16.87
CAFETERIA EMPLOYEES	STEP #1	\$14.46
FULL TIME (25 HRS OR MORE)	STEP #2	\$14.74
	STEP #3	\$15.28
	STEP #4	\$15.63
CAFETERIA EMPLOYEES	STEP #1	\$13.25
PART-TIME (LESS THAN 25 HRS)	STEP #2	\$13.48
	STEP #3	\$13.99
	STEP #4	\$14.34
SUBSTITUTES		\$12.43
SNOW DAY STIPEND		\$8.01

BROCKTON PUBLIC SCHOOLS
CAFETERIA EMPLOYEES
SCHEDULE

September 1, 2017

2.0%

MANAGERS	STEP #1	\$20.01
*after 1st year	STEP #2	\$20.43
*after 10 years	STEP #3	\$21.20
*after 23 years	STEP #4	\$21.57
ASSISTANT MANAGERS	STEP #1	\$16.91
	STEP #2	\$17.27
	STEP #3	\$17.90
	STEP #4	\$18.28
BULK PRODUCTION	STEP #1	\$15.94
SATELLITE LEAD	STEP #2	\$16.24
	STEP #3	\$16.83
	STEP #4	\$17.21
CAFETERIA EMPLOYEES	STEP #1	\$14.75
FULL TIME (25 HRS OR MORE)	STEP #2	\$15.03
	STEP #3	\$15.59
	STEP #4	\$15.95
CAFETERIA EMPLOYEES	STEP #1	\$13.51
PART-TIME (LESS THAN 25 HRS)	STEP #2	\$13.75
	STEP #3	\$14.27
	STEP #4	\$14.63
SUBSTITUTES		\$12.68
SNOW DAY STIPEND		\$8.17

BROCKTON PUBLIC SCHOOLS
CAFETERIA EMPLOYEES
SCHEDULE

September 1, 2018

2.0%

MANAGERS	STEP #1	\$20.41
*after 1st year	STEP #2	\$20.84
*after 10 years	STEP #3	\$21.63
*after 23 years	STEP #4	\$22.00
ASSISTANT MANAGERS	STEP #1	\$17.25
	STEP #2	\$17.61
	STEP #3	\$18.26
	STEP #4	\$18.64
BULK PRODUCTION	STEP #1	\$16.26
SATELLITE LEAD	STEP #2	\$16.56
	STEP #3	\$17.17
	STEP #4	\$17.55
CAFETERIA EMPLOYEES	STEP #1	\$15.04
FULL TIME (25 HRS OR MORE)	STEP #2	\$15.33
	STEP #3	\$15.90
	STEP #4	\$16.27
CAFETERIA EMPLOYEES	STEP #1	\$13.78
PART-TIME (LESS THAN 25 HRS)	STEP #2	\$14.02
	STEP #3	\$14.55
	STEP #4	\$14.92
SUBSTITUTES		\$12.93
SNOW DAY STIPEND		\$8.33

Signed in the City of Brockton on this 7th day of February, 2017.

BROCKTON SCHOOL COMMITTEE

Kimberly D. Sullivan
Joya J. Asack
Dewey
Bill Carpent
Judy Sullivan
~~[Signature]~~
Thomas M. [Signature]
[Signature]

BROCKTON FOOD SERVICE ASSOCIATION, SEIU LOCAL 888

Lynka Mahony
Lauree Flynn
DeeDee Healy
Karen Waire
Glenn Matte
Jarvis