

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**BURLINGTON SCHOOL COMMITTEE**

**AND THE**

**BURLINGTON SCHOOL CAFETERIA EMPLOYEES**

**AMERICAN FEDERATION OF STATE,**

**COUNTY AND MUNICIPAL EMPLOYEES**

**AFL-CIO, MASS. STATE COUNCIL 93,**

**LOCAL 1703**

**July 1, 2008**

**to**

**June 30, 2011**

This agreement entered into by the Burlington School Committee, hereinafter referred to as the employer, and Local #1703, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the union, has as its purpose the promotion of harmonious relations between the employer and the union; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

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**ARTICLE I  
Recognition**

The employer recognizes the union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all permanent full-time and permanent part-time cafeteria employees of the Burlington School Department, working fifteen (15) hours or more per week as certified by the Massachusetts Labor Relations Commission in Case #MCR-814 excluding all temporary and substitute cafeteria employees.

**ARTICLE II  
Union Dues and Initiation Fees**

Employees shall tender the initiation fee (if any) and monthly membership dues by signing the Authorization of Dues form. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off dues hereinafter set forth, the employer agrees to deduct union membership dues levied in accordance with the constitution of the union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the union along with a list of employees who have had dues deducted. Such remittance shall be made by the 10<sup>th</sup> day of the succeeding month.

It is agreed that in accordance with Chapter 150E, Section 12, the employer shall require, as a condition of employment, the payment, on or after the 30<sup>th</sup> day following the beginning of such employment effective July 1, 1976, of a service fee to the union.

**ARTICLE III  
Discrimination and Coercion**

There shall be no discrimination by agents of the employer against any employee because of their activity or membership in the union. The employer further agrees that there will be no discrimination against any member for their adherence to any provision of this Agreement.

**Authorization for Payroll Deduction**

By \_\_\_\_\_  
Employee's Name

To \_\_\_\_\_  
Employer's Name

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each \_\_\_\_\_

(Payroll period)

the amount of \$\_\_\_\_\_. This amount shall be paid to the treasurer of the local union number 1703 and represents payment of my union dues.

These deductions may be terminated by me by giving you a sixty (60) day written notice in advance or upon termination of employment.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_

\_\_\_\_\_  
Employee's Address

**ARTICLE IV**  
**Grievance and Arbitration Procedure**

Any grievance or dispute which may arise between the parties concerning the meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP 1. The union steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate supervisor, the cafeteria manager where the employee is working, within five (5) working days of the date of the grievance or their knowledge of its occurrence. The cafeteria manager shall attempt to adjust the matter and shall respond to the steward in writing within three (3) working days.

STEP 2. If the grievance has not been settled, it shall be presented in writing to the Food Service Director within five (5) working days after the cafeteria manager's response is due. The Food Service Director shall respond to the steward in writing within five (5) working days.

STEP 3. If the grievance still remains unadjusted, it shall be presented to the Director of Finance and Operations in writing within five (5) working days after the response of the Food Service Director is due. The Director of Finance and Operations shall respond to the steward in writing within five (5) working days.

STEP 4. If the grievance still remains unadjusted, it shall be presented to the Superintendent of Schools in writing within five (5) working days after the response of the Director of Finance and Operations is due. The Superintendent shall respond in writing within five (5) working days.

STEP 5. If the grievance still remains unadjusted, it shall be presented to the Burlington School Committee in writing within five (5) working days after the response of the Superintendent of Schools is due. The Committee will act upon the grievance if it is received by members of the Committee at least forty-eight (48) hours prior to a regularly scheduled meeting, otherwise the grievance will be acted upon at the next scheduled School Committee meeting. The Burlington School Committee shall respond in writing within five (5) working days following the School Committee meeting at which action is taken. Failure by the School Committee to reply within this period shall be construed as a decision favorable to the employee.

When Steps 1 through 5 of the grievance procedure take place during working hours, there will be no loss of time by employees in the processing of grievances from Step 1 through Step 5.

STEP 6. If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the School Committee is due by written notice to the other, request arbitration.

The arbitration procedure shall be conducted by an arbitrator to be selected by the employer and the union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the employer and the union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument.

The expenses for the arbitrator's service and the proceedings shall be borne equally by the employer and the union, however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

**ARTICLE V**  
**Civil Service**

The employer and the union shall recognize and adhere to all Civil Service and State Labor Laws, rules and regulations relative to seniority, promotions, transfers, discharges, removals and suspensions.

The union further reserves the right to represent members under any such established procedure. Any employee not covered by any statute relative to the above matters shall have recourse through the grievance procedure contained herein beginning at the first step.

Employees within the bargaining unit with a grievance shall not be denied their rights under 46K (1952, CH. 138) which guarantees an employee the right to appear before the School Committee and such right shall not be denied or interfered with. However, the School Committee agrees only to hear such person and to make no settlement; rather to refer such employee to the agreed upon grievance procedure.

**ARTICLE VI**  
**Job Posting and Bidding**

When a position covered by this Agreement becomes vacant and is to be filled, such vacancy shall be posted within forty-eight (48) hours after such vacancy occurs.

It shall be posted on the bulletin board in each cafeteria kitchen area in all schools and shall list the title, pay, duties and qualifications of this position. The notice shall remain posted for five (5) working days.

Employees interested shall apply to the Food Service Director in writing within five (5) working days.

Within five (5) working days of the expiration date of the posting period, the employer will award the position to the most qualified senior applicant.

Prior to the opening of new schools, all positions in such school shall be posted for selection.

**ARTICLE VII**  
**Seniority**

The Civil Service permanent appointment date shall determine the seniority of the employee.

When more than one person or employee is appointed permanently by the School Department on the same date, the lowest Civil Service application number shall be the determining factor relative to the employee's seniority.

The principle of seniority shall govern and control in all cases of promotion within the bargaining unit, transfer, increase or decrease of the working force as well as preference in assignment or selection of work.

**ARTICLE VIII**  
**Hours of Work and Meal Periods**

The regular hours of work each day shall be consecutive, except for interruptions of a one-half (½) hour paid lunch period.

The workweek shall consist of five (5) consecutive days, Monday through Friday, inclusive, with two (2) consecutive days off, Saturday and Sunday.

The normal workday shall consist of consecutive hours within the twenty-four (24) hour period. Each employee shall be scheduled to work a shift with regular starting and quitting times. During exam periods or interruption of service, workers may be reassigned to another school at the discretion of the Food

Service Director. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the union and the employer; however, when a position becomes vacant, management shall have the right to increase or decrease the work hours.

For payroll purposes, the five (5) days shall be Friday through Thursday.

**ARTICLE IX  
Classification Plan and Pay Rates**

The classification and pay schedule for cafeteria employees shall be Sections A1, A2, A3, A4, A5, and A6 of this Agreement.

July 1, 2008	Increase base salary 3% for all employees
January 1, 2009	Increase base salary by \$400 for: Elementary Mgrs., Asst. Mgrs. & Asst. Cook
July 1, 2009	Increase base salary for all employees 3%
January 1, 2010	Increase base salary by \$200 for: Elementary Mgrs., Asst. Mgrs. & Asst. Cook
July 1, 2010	Increase base salary for all employees 2%
January 1, 2011	Increase base salary by \$200 for: Elementary Mgrs., Asst. Mgrs. & Asst. Cook

A1. Increase all salaries 3% effective July 1, 2008.

<u>Managers</u>	<u>Hourly</u>	<u>Annual</u>
HS & Middle (35 hours x 40 weeks = 1400 hours)	17.89	25,046.00
Elementary Schools (32.5 hours x 40 weeks = 1300 hours)	17.89	23,257.00
<u>Hourly Rates of Pay</u>		
Assistant Manager	14.42	
Assistant Cook	13.57	
Cook's Helper	13.24	
New Hires	11.19	

A2. Increase Elementary Managers, Assistant Managers and Assistant Cook rate by \$400 effective January 1, 2009 and apply hourly rate as follows:

<u>Managers</u>	<u>Hourly</u>	<u>Annual</u>
HS & Middle (35 hours x 40 weeks = 1400 hours)	18.20	25,480.00
Elementary Schools (32.5 hours x 40 weeks = 1300 hours)	18.20	23,657.00
<u>Hourly Rates of Pay</u>		
Assistant Manager	14.76 (.34)	
Assistant Cook	13.91 (.34)	
Cook's Helper	13.44 (.20)	
New Hires	11.39 (.20)	

A3. Increase all salary rates 3% effective July 1, 2009

<u>Managers</u>	<u>Hourly</u>	<u>Annual</u>
HS & Middle (35 hours x 40 weeks = 1400 hours)	18.75	26,250.00
Elementary Schools (32.5 hours x 40 weeks = 1300 hours)	18.75	24,375.00

<u>Hourly Rates of Pay</u>	
Assistant Manager	15.20
Assistant Cook	14.32
Cook's Helper	13.84
New Hires	11.73

- A4. Increase Elementary Managers, Assistant Managers and Assistant Cook rate by \$200 effective January 1, 2010 and apply hourly rate as follows:

<u>Managers</u>	<u>Hourly</u>	<u>Annual</u>
HS & Middle (35 hours x 40 weeks = 1400 hours)	18.90	26,460.00
Elementary Schools (32.5 hours x 40 weeks = 1300 hours)	18.90	24,575.00

<u>Hourly Rates of Pay</u>	
Assistant Manager	15.37 (.17)
Assistant Cook	14.49 (.17)
Cook's Helper	13.94 (.10)
New Hires	11.83 (.10)

- A5. Increase all salary rates 2% effective July 1, 2010

<u>Managers</u>	<u>Hourly</u>	<u>Annual</u>
HS & Middle (35 hours x 40 weeks = 1400 hours)	19.28	26,992.00
Elementary Schools (32.5 hours x 40 weeks = 1300 hours)	19.28	25,065.00

<u>Hourly Rates of Pay</u>	
Assistant Manager	15.68
Assistant Cook	14.78
Cook's Helper	14.22
New Hires	12.07

- A6. Increase Elementary Managers, Assistant Managers and Assistant Cook rate by \$200 effective January 1, 2011 and apply hourly rate as follows:

<u>Managers</u>	<u>Hourly</u>	<u>Annual</u>
HS & Middle (35 hours x 40 weeks = 1400 hours)	19.43	27,202.00
Elementary Schools (32.5 hours x 40 weeks = 1300 hours)	19.43	25,264.00

<u>Hourly Rates of Pay</u>	
Assistant Manager	15.85 (.17)
Assistant Cook	14.95 (.17)
Cook's Helper	14.32 (.10)
New Hires	12.17 (.10)

## ARTICLE X Overtime

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1½) times their regular rate of pay for work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week.

Any employee called back to work on the same day after having completed their assigned work and left their place of employment and before their next regular scheduled starting time, shall be paid at the rate of time and one-half (1½) for all hours worked on recall. They will be guaranteed a minimum of two (2) hours pay at time and one-half (1½).

Employees shall not be required to take time off for any overtime. Any employee required to work on a Saturday shall be paid at the rate of time and one-half (1½) for all hours worked and shall be guaranteed a minimum of two (2) hours at such rate of pay.

An employee required to work on Sunday shall be paid at the rate of double (2) time their regular rate of pay for all hours worked and shall be guaranteed a minimum of two (2) hours at such rate of pay.

The above rates shall not apply to events or functions; wage scale for events or functions is so specified in the next paragraph.

#### **Events or Functions**

The pay scale for any event or function shall be guaranteed thirty (\$30) for the first two (2) hours, or any part thereof, and fifteen (\$15) thereafter for all hours worked during school related events and functions.

The pay scale for outside events or functions scheduled Monday through Friday shall be guaranteed forty dollars (\$40) for the first two (2) hours, or any part thereof, and each additional hour, or any part thereof, shall be paid at the rate of twenty dollars (\$20) per hour.

The pay scale for outside events or functions scheduled on Saturday, Sunday or a holiday shall be guaranteed forty-four dollars (\$44) for the first two (2) hours, or any part thereof, and each additional hour, or any part thereof, shall be paid at the rate of twenty-two dollars (\$22) per hour. A Manager, Assistant Manager, or Assistant Cook required to work a function or outside event on a Saturday, the employee will be paid time and one-half (1-1/2) for all hours worked. In addition, work performed on a Sunday shall be paid at double time rate for all hours worked.

#### **Staffing for Events or Functions**

- Discuss events that require cooking
- One (1) employee required for 75 people
- Two (2) employees required for 75 to 150 people
- An additional employee required for each additional 100 people
- Assignment shall be made by seniority in classification in school where event or function is held. In the event that there are no volunteers within the school the function or event is being held, the manager shall seek volunteers from other schools, rotating between schools.

#### **ARTICLE XI**

##### **Holidays**

The following days shall be considered paid holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday (if school is not in session)  
Patriots' Day  
Memorial Day  
Labor Day  
Columbus Day  
Veterans' Day  
Day before Thanksgiving  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day

Holiday pay for the above holidays shall be at straight time rate. Employees shall be required to work the first work day after Labor Day in order to receive holiday pay, unless excused for illness.

Employees called to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to one and one half (1½) times their regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to two (2) hours work.

**ARTICLE XII  
Vacations**

Paid vacation leave for employees covered by this Agreement shall be granted as follows:

<u>Anniversary Date</u>	
Service of the 1 <sup>st</sup> and 2 <sup>nd</sup> year	3 days
Service of the 3 <sup>rd</sup> and 4 <sup>th</sup> year	5 days
Service of the 5 <sup>th</sup> and 6 <sup>th</sup> year	8 days
Service of the 7 <sup>th</sup> – 14 <sup>th</sup> year	10 days
Service of the 15 <sup>th</sup> – 20 <sup>th</sup> year	13 days
Service after 20 <sup>th</sup> year	15 days

All permanent employees who are employed 15 hours or more per week shall receive vacation pay based on their normal hours of work on the following schedule:

New Hires after January 31, 2001

	<u>25 Hrs.</u>	<u>20/17.5 Hrs.</u>	<u>15 Hrs.</u>
Service of the 1 <sup>st</sup> and 2 <sup>nd</sup> year	2 days	1 day	1 day
Service of the 3 <sup>rd</sup> and 4 <sup>th</sup> year	2 days	1 day	1 day
Service of the 5 <sup>th</sup> and 6 <sup>th</sup> year	2 days	1 day	1 day
Service of the 7 <sup>th</sup> – 14 <sup>th</sup> year	4 days	2days	1 day
Service of the 15 <sup>th</sup> – 20 <sup>th</sup> year	4 days	2 days	1 day
Service after 20 <sup>th</sup> year	4 days	2 days	1 day

Cafeteria managers' vacation pay shall be in addition to their annual salary.

All vacation pay due shall be included in the last paycheck received at the end of the school year.

Employees shall receive full vacation credit on their anniversary date of employment. Vacation preference shall be granted by seniority.

Upon the death of a person who is eligible for vacation under these rules, payment shall be made in an amount equal to the vacation allowance as earned in the vacation year prior to the employee's death but which had not been granted, and in addition, that portion of the vacation allowance earned in the vacation year during which the person died, up to the time of his or her separation from the payroll provided that no monetary or other allowance has already been made theretofore.

The following order of precedence shall be in effect:

- A. To the surviving beneficiary or beneficiaries, if any lawfully designated by the person under the Middlesex Retirement System.
- B. If there be no such designated beneficiary, to the estate of the deceased.

**ARTICLE XIII  
Sick Leave**

All permanent employees shall receive ten (10) days credit per year.

For new hires employed after January 31, 2001, the following sick leave benefits are available:

25 hours per week	=	4 days per year
20 hours per week	=	3 days per year
17.5 hours per week	=	3 days per year
15 hours per week	=	2 days per year
*10 hours per week	=	1 day per year

\* If included in the contract.

Sick leave not used in any year may be accumulated. No person shall be entitled to a leave of absence with pay on account of sickness in excess of the accumulated sick leave when due.

Sick leave shall be granted at the discretion of the Superintendent of Schools to persons only under the following conditions:

- A. When they are incapacitated for the performance of their duties by sickness or injury.
- B. When, through exposure to contagious disease, the presence of the person at his or her post of duty would jeopardize the health of the others.
- C. In case of serious illness of husband, wife, child, parent of either spouse or person subject to these rules or of a person living in the immediate household of a person subject to these rules, he or she may be granted sick leave with pay not to exceed seven (7) working days within a school year.
- D. Absences on account of sickness in excess of that authorized under the rules thereof or for personal reasons not provided for under sick leave rules may at the discretion of the Superintendent of Schools be charged to vacation leave with the employee's permission.
- E. Any accumulation of sick leave which present employees have at the effective date of this Agreement shall be retained.
- F. The granting of sick leave is solely at the discretion of the Superintendent of Schools or if he so delegates the Director of Finance and Operations. Notification of absences shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Superintendent of Schools, be applied to absence without pay. For any period of absence on account of sickness, the Superintendent of Schools may require, for purpose of additional evidence only, a physician's certificate for the necessity of such absence. If such certificate is not filed within seven (7) calendar days after a request thereof, such absence may be applied, at the discretion of the Superintendent of Schools, to absence without pay.
- G. Persons whose service is terminated shall not be entitled to compensation in lieu of sick leave not taken.
- H. When a person, subject to these rules, is absent because of sickness, such absence shall be charged off against any sick leave credits he or she may have. All absence on account of sickness must be charged off in multiples of one-half (1/2) or full hours, but in no case at less than the actual time off because of absence due to sickness.
- I. All employees shall be notified annually, in writing, as to the number of sick leave days accrued.

If such person has no sick leave credits, such absence shall be charged, at the discretion of the Superintendent of Schools, to leave without pay, to absence without pay or to vacation leave but shall be charged off on the same basis as above.

## **ARTICLE XIV**

### **Jury Duty**

The Superintendent of Schools will notify the School Committee of the beginning and the end of such jury duty by any employee of the Burlington Public Schools.

Any employee who has been served a notice for jury duty must notify their supervisor of such duty at the earliest possible date.

## **ARTICLE XV**

### **Bereavement Leave**

In case of death of an employee's spouse, child or stepchild, brother or sister, parent of either spouse, grandchild, a member of the bargaining unit shall be granted leave of absence with pay for five (5) working days. Such paid leave may not exceed five (5) days, and must be taken from the time of death up to two weeks after the funeral.

In the case of death of any immediate family as listed, a member of the bargaining unit shall be granted a leave of absence with pay for up to four (4) working days. Immediate family is defined as son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, uncles, aunts, first cousins or other relative residing in the same household as employee. A three (3) day bereavement leave will be given for spouse's grandparents; a two (2) day bereavement leave will be given for niece or nephew. This leave shall be taken within the period of time from the date of death through four (4) days after the funeral. Such paid leave may not exceed four (4) days.

## **ARTICLE XVI**

### **Personal Leave**

All permanent employees covered by this Agreement shall be allowed two (2) days of personal leave a year. This personal leave shall be used for legal, business, household or family matters which require absence from school and which cannot be taken care of during nonworking hours. Personal leave cannot be used to extend holiday weekends. No more than one (1) day of personal leave shall be taken at a time unless it is an emergency. Application for such leave will be made at least three (3) days in advance except in the case of emergency. Any unused personal days shall be added to sick leave at the end of the year.

For those workers employed after January 31, 2001, one (1) personal day shall be granted for employees working a minimum of fifteen (15) hours per week.

## **ARTICLE XVII**

### **Safety Committee Code**

A safety committee shall be composed of two (2) representatives of the union and two (2) representatives of the employer to be appointed by the Superintendent of Schools. Said committee shall appoint its own Chairman and meet regularly to review safety practices. It may draw up a safety code which both parties to this Agreement agree to enforce, provided such code is acceptable to the Fire Chief and/or Police Chief, whichever may be the appropriate person, and the insurance carriers.

## **ARTICLE XVIII**

### **Administrative Leave**

Upon written application to the Superintendent of Schools, an employee may be granted administrative leave without pay for personal reasons at the discretion of the Superintendent of Schools.

**ARTICLE XIX**  
**Uniforms and Protective Clothing**

Employees will be required to wear a uniform. If any employee is required to wear protective clothing or any type of protective device as a condition of employment, said protective clothing or protective device shall be furnished to the employee by the employer. The cost of maintaining the uniforms or protective clothing in proper working condition shall be paid by the employee.

During the month of September employees will submit receipts of uniform purchases. All employees of the bargaining unit will be paid a sum of \$250.00 the first pay period in October for the purchase of uniforms.

Agreed upon shirts will be purchased by each employee from a selected vendor. Employees shall purchase black or dark blue pants from a vendor of their choice.

**ARTICLE XX**  
**Health and Welfare**

A. The School Department's contribution to medical insurance premiums for fiscal year 2009 shall be as follows:

- 50% of total monthly premium for BX/BS Blue Choice (Indemnity Plan)
- 75% of total monthly premium for BX/BS HMO Blue Family Plan and 76% of Individual Plan
- 75% of total premium for Harvard/Pilgrim Health Plan

Effective January 1, 2009 the Town of Burlington shall pay 70% of HMO plans with a minimum of two (2) HMO Plans being offered and the employee shall pay 30% of the HMO Plan.

B. Either party shall have the option to request further bargaining relative to change in medical insurance premiums, inclusion of the Massachusetts Employees Eye and Dental Fund, or any proposed changes that are collectively bargained between the Union and the Burlington School Department.

The current plan design and co-payment structure shall continue until any changes are collectively bargained between the Union and the Burlington School Department.

Effective January 1, 2009, the School Committee through the Town agrees to offer a Flexible Benefits Plan in accordance with all applicable Federal and Massachusetts Laws and Regulations. All administrative costs will be paid by the Town.

The School Committee, as the bargaining agent for the Town regarding health insurance issues, agrees that all changes to plan design (including co-payment amounts), premium splits and/or insurance carriers regarding health insurance will be bargained in accordance with the provisions of Massachusetts General Law c. 150E.

**ARTICLE XXI**  
**Miscellaneous**

1. An employee, who by approval of the employer replaces an employee in a higher wage classification, shall receive the upgraded pay for all such time worked beginning with the first day of such replacement. All leave days will be paid at the substitute's permanent rate for the first twenty (20) working days of such replacement. After twenty (20) working days, all days will be paid at the higher rate.

2. Cafeteria employees shall not be required to clean cafeteria tables and chairs at the end of the school year beyond the normal daily wiping and cleaning.

3. Cafeteria employees will not be required to clean fire extinguishers.
4. Permanent full-time and permanent part-time employees are to receive first preference according to seniority in replacing employees absent from work. Such additional work shall be offered to permanent employees prior to substitutes.
5. No cafeteria employee shall be required to transport supplies or pick up, deliver or deposit money belonging to the Burlington School Department.
6. In the opening of new buildings, the hours, shifts, number of employees and related working conditions shall be announced sixty (60) days prior to the opening of the building.
7. The employer agrees to provide any and all materials and tools required to perform the duties assigned to the employees covered by this Agreement.
8. Bulletin Boards: Announcements shall be posted in cafeteria areas where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
9. Should any provisions of this Agreement be found to be in violation of any federal or state law or civil service rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Any present privilege or working conditions existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect.
10. Access to Premises: The employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and/or Mass. State Council 93, and/or Local #1703 to enter the premises at reasonable times when the building is open for regular educational purposes.
11. Non discrimination: The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such persons shall receive the full protection of this Agreement.
12. The work year shall start one day before school opens for students. The last day shall be the last day for students.
13. For each additional day of work beyond the one (1) day after the official closing of the schools, the cafeteria manager shall be compensated for each day, one (1) full day's pay at the following rates: (see Article IX).
14. Members covered under this Agreement on unpaid leave of absence, excluding sickness, will not earn vacation credits or personal leave credits for the duration of the leave.
15. A joint committee consisting of one cafeteria staff person from each level (elementary, middle, and high school) will meet with the Food Service Director to negotiate a performance review document that will be used annually to rate the job performance of each cafeteria staff person.
16. The payroll period in September for all cafeteria workers will be the 2<sup>nd</sup> or 3<sup>rd</sup> Thursday in September based on the start of the school year. Thereafter, all cafeteria workers will be paid consistent with other school department employees.
17. Labor Management Committee: There shall be a Labor Management Committee consisting of representatives from the Union and from Management. The purpose of this committee shall be to discuss areas of mutual concern (Incentive Program, Attendance, Sanitation Certificate, Safety, etc.) The Committee shall meet at the request of either party.

18. Family Medical Leave Act (FMLA): The employer agrees to adhere to the Family Medical Leave Act of 1993 (FMLA) and its regulations and the state leave law and its regulations for all eligible employees in the bargaining unit. Employees may file grievances concerning FMLA and state leave law disputes.

19. Managers' Monthly Meetings: There shall be two Managers meetings per school year. Employees required to attend shall be compensated at their hourly rate.

20. Substitute Notification: Managers, or Assistant Managers when applicable, at their earliest convenience will notify the Food Service Director (via phone or email) of daily absences and the name(s) of the substitute hired to replace absent employees.

21. Inclement weather: In the event of a snow/inclement weather delay, the Director of Food Service and the Cafeteria Manager may provide an alternative menu to be provided to the students. Employees, on a day where there is a weather delay, are expected to report to work at their regular start time taking into account personal safety issues.

22. Job Descriptions: The parties have mutually developed job descriptions for the positions of Cafeteria Manager and Assistant Cafeteria Manager (see Attachment 1 and 2 of this Agreement). These job descriptions shall be dated, kept on file in the Food Service Director's Office and be available for examination and copy.

## ARTICLE XXII

### Longevity

1. A longevity increment shall be granted to each full-time employee at the completion of each five (5) years of full-time employment. Any and all working employees as of June 30, 1983 will continue to be eligible for a longevity increment. After July 1, 1983 only newly hired or recalled **full-time** employees shall be granted a longevity increment.

2. The increment shall be 3% of the base pay in effect at the completion of five (5) years of full-time employment; 6% of the base pay in effect at the completion of ten (10) years of full-time employment; 9% of the base pay in effect at, the completion of fifteen (15) years of full-time employment; 12% of the base in effect at the completion of twenty (20) years of full-time employment; 15% of the base in effect at the completion of twenty five (25) years of full-time employment. The maximum increment shall be received at the completion of twenty-five (25) years of employment.

3. The longevity increment shall in no way be considered as part of the salary rate for Civil Service purposes.

4. The longevity shall be included, for all applicable purposes, in determining any and all rights under the Middlesex County Retirement Fund.

\* New hires will be frozen at the new hire rate for a period of one year and, on their anniversary date of one year of permanent employment, they will move to the next highest hourly rate.

## ARTICLE XXIII

### ServSafe

The Burlington School Department will assume all costs associated (training, courses, books, travel and fees) with employees' certification and re-certification of ServSafe certificates.

Effective July 1, 2008 all employees who have an active ServSafe Certification shall receive a two hundred dollar (\$200) stipend paid each first pay period in December. Effective July 1, 2010 all employees who have an active ServSafe Certification shall receive a three hundred (\$300) stipend paid each first pay period in December. An employee who is in the process of renewing their ServSafe Certification or has enrolled for their initial examination shall not be adversely affected from receiving this stipend.

Effective January 1, 2009 no employee within the bargaining unit shall be promoted to a higher position, unless said employee has an active ServSafe Certification.

**ARTICLE XXIV**  
**Duration**

This Agreement shall remain in full force and effect for a period of three (3) years from July 1, 2008 through June 30, 2011.

This Agreement shall become effective July 1, 2008.

In witness thereof, the employer has caused this instrument to be duly executed by its authorized designees, and the union, acting in behalf of the employees, has caused this instrument to be signed by its proper officers hereunder duly authorized this 18<sup>th</sup> day of November 2008.

For the Burlington School Committee:

Michael DeSimone  
Thomas F. Murphy, Jr., Vice Chairman

For the Union:

Christine Stevens  
Sheryl DiEoreo  
Mary Lou Govoni

## ATTACHMENT 1

### Burlington School Food Service School Manager Job Description

#### **Responsible for the following:**

- Food orders (produce, milk, bread, groceries, paper)  
Ensuring all food and ingredients are available prior to the start of the meal preparation
- Receiving and Inventory Control
- Scheduling (Daily job sheet)
- Food Preparation
- Effective use of leftovers
- Establishes a routine cleaning schedule and check system that complies w/local, state and federal guidelines
- Cleanliness
- ServSafe food handling technique
- Daily Revenue and Bank Deposits: implements approved procedures for cash collection and ticket sales; ensures proper distribution, control and security of cash and meal tickets; determines accurate meal counts by category (free, reduced-price, and paid, etc.)
- Participates in implementing cost containment measures while maintaining quality
- Plans and schedules work assignments, trains, supervises
- Weekly payroll sheet
- Delegates responsibility as appropriate
- Promotes student and staff satisfaction by merchandising and serving meals in an attractive manner
- Opens and closes, locks, and unlocks facilities as needed
- Must have working knowledge of tools and equipment used in the Foodservice operations
- Completion of all Department of Education paperwork that is consistent with the duties and responsibilities of a Cafeteria Manager

The Manager is the vehicle of communication to the staff, providing feedback for change on the food preparation worksheets and production package.

The Manager will directly oversee the preparation and storage of all food and be responsible for assuring that staff is using proper preparation and safe food handling techniques per "ServSafe" guidelines.

At the beginning of every day, the Manager will familiarize herself/himself with the menu for the day to anticipate problems before they become problems. The Manager will conduct a brief production meeting with all the staff concerned with food production and serving. During the meeting, recipes are reviewed for specific detail, portion sizes, garnishes, timing, special instructions, advance prep, etc. All menu items are to be prepared and served according to recipe, menu and/or the food preparation worksheet. Prior to meal service, food must be tasted for quality assurance and record temperatures of all prepared food to be served.

Major changes in menu should be noted in production package. Be prepared for run-outs before the meal begins. Develop backup for all menu items prior to service. Inform prep person of what the backup items will be at the food production meeting. Entrée substitutes should be of *equal or better value*. Notify the Food Service Director immediately of any and all menu changes.

At the end of the meal period, the Manager obtains completed food production worksheet from the Assistant Manager. Record leftover/served portions, actual meal counts and informational remarks.

**Physical Demands:** The employee must occasionally lift and/or move up to 30 pounds.

The duties listed above are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

## ATTACHMENT 2

Burlington School Food Service  
School Assistant Manager  
Job Description

**Responsible for the following:**

- At the discretion of the Manager, distribute assignments for foodservice staff
- Participates in cost containment measures
- Follows the Manager's direction in producing and serving food regarding standardized recipes
- Measures and/or weighs ingredients according to instructions; assembles food and other supplies necessary to prepare recipes
- Follows instruction in portioning, garnishing and serving meals
- Follows protocol regarding use and care of equipment
- Plans a specified time for the timely cleaning of work area, utensils, and equipment
- Assist Manager in the harmonious operation of the kitchen
- Fill in for the Manager when Manager is off-site
- Monitor cash receipts and Cashier as needed
- Assist Manager in training foodservice staff on proper portion control, food quality and proper use of all kitchen and cafeteria equipment
- Will adhere to ServSafe sanitation practices and cleaning procedures throughout the kitchen and cafeteria
- Participate in the efficient preparation, cooking and serving of meals
- Participate in the kitchen and cafeteria cleanup
- Responsible for assuring cooking and serving of food to proper food temperatures
- Keeps records of food utilized and food leftover
- Dates and properly stores all leftover foods
- Assist with monthly inventory
- Will take break periods at the discretion of the Manager
- Perform other duties as assigned by the Manager

**Physical demands:** The employee must occasionally lift and/or move up to 30 pounds.

The duties listed above are intended only as illustration of the various types of work that may be performed. The omission of specific statement of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

**November 7, 2008**