

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE BOSTON SCHOOL COMMITTEE  
AND  
THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 93  
AND AFFILIATE LOCAL 230**

*Effective September 1, 2020 to August 31, 2023*

This Memorandum of Agreement (“Agreement”) is made this day \_\_\_ of ~~October~~ November 2022 between the School Committee of the City of Boston (“the Committee”) and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, and Affiliate Local 230 (herein “AFSCME” “Union” or “Caf. Workers”). This agreement is conditional on and subject to the ratification of union membership, approval of the Committee, and supplemental appropriation by the City Council of the City of Boston.

Except as expressly modified by the Agreement, the terms and provisions of the parties’ collective bargaining agreement in effect from July 1, 2017 through June 30, 2020 shall continue in full force and effect from July 1, 2020 through June 30, 2023. The Union shall recommend and pursue ratification and approval of the Agreement by its members:

A. Wages

Bargaining unit members employed on the date this Memorandum of Agreement is:

*Effective December 1, 2020, for (SY20-21) (FY21), salary rates shall be increased by 2.0%*

*Effective September 1, 2021, (SY21-22) (FY22) salary rates shall be increased by ~~1.5%~~ 2.5% plus one-time lump sum payment described below (retroactive)*

*Effective September 1, 2022, (SY22-23) (FY23) salary rates shall be increased by ~~2.0%~~ 2.5%*

- One-time Covid-19 related lump sum payment of \$1,000 for all members hired prior to September 1, 2021 and who remained employed through SY21-22.

Retroactive pay shall be limited to employees of BPS on the date that the Union ratifies this Agreement and to employees who separated from BPS voluntarily through resignation or retirement. Employees that were dismissed or absent without leave prior to the ratification of this agreement shall not be eligible for the retroactive payment.

## ARTICLE VI

### Uniforms and Protective Clothing

Effective upon funding by the Boston City Council, all part-time school-based employees will be provided five (5) aprons, five (5) shirts, [ADD] *three (3) pants* and either two (2) visors or two (2) caps. [ADD] *All part-time employees shall wear protective clothing, closed toe, closed heel shoes, with nonskid soles and full uniform while on duty.*

## ARTICLE X

### Vacancies and Transfers

*Effective upon ratification by the membership*, all open positions shall be posted and be made available to internal and external candidates for a minimum of two weeks until filled. An internal applicant for a vacancy shall not be considered if he/she has applied for and been awarded his/her current position within the past *twelve (12)* months of the job posting, *unless the new position is at the employee's current location or is a promotion to a position in a different job classification that pays a higher hourly rate.*

## ARTICLE XI

### Leaves of Absences

Leaves of Absence other than sick leave for employees in the bargaining unit:

**Salaried Employees: Days Pay** Delegate elected to State or National

AFL-CIO Convention 5 no loss **Personal Days:** 3 no loss Employees must request personal days at least forty-eight (48) hours in advance. All personal days are subject to the approval of the immediate supervisor, which approval shall not be unreasonably withheld.

Any unused personal time shall be converted into sick leave time for the subsequent school year up to eight (8) hours per year.

#### **Change:**

#### **Religious Holidays:**

~~Rosh Hashanah and Yom Kippur 3 no loss~~

[ADD] Members shall be provided up to two (2) days without loss of pay or personal leave for observance of religious holidays. Employees intending to take a day off for a religious holiday observance shall notify their supervisor and the Office of Equity and identify the holiday at least 10 school days in advance.

## ARTICLE XIII

### Holidays and Vacation Leave

**Section 1.** Hourly employees shall [ADD] be paid at their normal daily rate provided that they have completed three (3) months of service [ADD] for Holidays that occur during the school year (between the first and last day of school) on which BPS schools are closed & Recesses during the school year when BPS schools are closed (typically in December, February and April). The Holidays Observed by the District are the following:

- ~~Columbus Day~~ Indigenous People's Day
- Good Friday
- Christmas Day
- Martin Luther King Day
- ~~Evacuation Day~~
- Thanksgiving Recess
- ~~Bunker Hill Day~~
- Veteran's Day
- Memorial Day
- New Years Day

#### ADD: Juneteenth

Members of the bargaining unit may be required to work on Bunker Hill Day and/or Evacuation Day. If a bargaining unit member, who was a member December 31, 2012, is required to work on Bunker Hill Day and/or Evacuation Day, he/she shall receive an additional day of pay. A bargaining unit member, who was not a member on or before December 31, 2012, and is required to work on Evacuation Day and/or Bunker Hill Day, shall not receive additional compensation.

**Section 2.** [ADD] Hourly Employees [ADD] required to work during the week preceding Labor Day shall receive holiday pay for Labor Day at their normal daily rate.

**Section 3.** [ADD] Hourly Employees ~~at the Central Kitchen~~ who work on a twelve (12) month schedule shall [ADD] also be paid at their normal daily rate for holidays that occur during the summer on which BPS administrative offices are closed. receive in addition to the Holidays listed above:

- Independence Day
- Labor Day

**ADD**

**ARTICLE XVII**

**Exceptions for Central Distribution Center positions**

*Add: The Memorandum of Agreement executed on the 1<sup>st</sup> of July 2020 between AFCME and BPS shall remain in full force and effect and shall not be modified by the provisions in this section.*

1. Central Distribution Center Worker, Senior Shipping and Receiving Worker, Shipping and Receiving Worker and Distribution Center Staging (Floor) Lead Hand positions are a 12-month schedule positions, with a work year of September 1 to August 31. The Senior Shipping/Receiving positions will be changed from a 10-month position to a 12-month position.
2. The Distribution Center Worker position will be moved from Grade 1 to Grade 2. The Shipper and Receiver worker position will be moved from Grade 2 to Grade 3. Distribution Center Staging (Floor) Lead Hand position will be Grade 3 position.
3. Central Distribution Worker, Shipping and Receiving Worker and Distribution Center Staging (Floor) Lead Hand positions will receive five days of vacation to be taken between June 25<sup>th</sup> and August 25<sup>th</sup>. To minimize the impact for the warehouse operation, employees must obtain prior approval from the Director of Food Nutritional Services or their designee prior to taking said vacation days. No more than five days of unused vacation time will carry over to the following year. Additionally, these positions shall be entitled to the Vacation Leave outlined in Article XIV which states as follows:  
*Hourly employees shall receive the following vacations at their normal daily rate provided they have completed their probationary period:*

*Winter Recess five (5) days*

*February five (5) days*

*Spring five (5) days*

4. Distribution Center Workers and Shipping and Receiving Workers will be required to hold a Food Handlers Certificate. A Food Safety Manager Certification will be a preferred qualification for both positions.
5. Distribution Center Staging (Floor) Lead Hand position will be required to hold A Food Safety Manager Certification.

**ARTICLE XXV**

## Training and Certification

**Section 2(a):** Food Safety Certification – Effective upon funding from the City Council, any employee, covered by this agreement who attends a Food and Nutritional Services authorized food safety training and who receives a Food Safety Certification [ADD] for Managers shall receive a yearly stipend of ~~One~~ **Three Hundred Dollars (\$300)** (~~\$100~~) provided that he/she maintains that certification. Payment will be processed within thirty (30) days following submission of the certificate to the Director of Food and Nutrition Services or designee.

**Section 2(b):** i. All Cafeteria Managers, Assistant Managers, Lead Satellite Attendants ~~and members working five (5) or more hours per day~~ shall be required to possess and maintain a Food Safety Certification [ADD] for Managers. **Seven hour employees will be required to hold the Food Safety Certification for Managers or Food Handler Certification. If an employee is hired without a certification, the employee has six (6) weeks from their start date to obtain a Food Safety Certification for Managers or Food Handler Certification. Employees who are unable to obtain a certification will be dismissed or demoted.**

### For the AFSCME Bargaining Team :

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Bill Chiasson, Metro Coordinator

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Heidi Rivera, Vice President

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Dale Feeney, President

### For the Boston School Committee Bargaining Team:

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Deborah Ventricelli,  
Deputy Director, Food and Nutrition Services

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Jeremiah Hasson,  
Director, Labor Relations

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Mary Skipper,  
Superintendent