



# **Custodial Personnel 2017 - 2020**

Collective Bargaining Agreement

Between

Ayer Shirley Regional School District

And

The American Federation of State, County and  
Municipal Employees (AFSCME), AFL-CIO,  
State Council 93, Local 1703

**JULY 1, 2017 – JUNE 30, 2020**

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**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
AYER SHIRLEY REGIONAL SCHOOL DISTRICT AND THE  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO, STATE COUNCIL 93, LOCAL 1703**

**Custodians**

**Agreement**

This Agreement entered into by the Ayer Shirley 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 equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work and conditions of employment.

**Article I - Recognition**

1. Subject to any applicable provisions of State or Federal Law or regulation now or hereafter in effect, the Committee recognizes the Union as the exclusive bargaining agent with respect to wages, hours and terms and conditions of employment for the following employees:

All school lead custodians, custodians, grounds men, and maintenance employees employed at the Ayer Shirley Regional School District, excluding part-time (i.e., under twenty hours per week), casual or seasonal help, supervisory staff, and all other employees of the District.

2. This Agreement is a complete agreement between the parties for the term hereof covering all mandatory subjects of bargaining. All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation with the Union to make any modifications or additions to this Agreement, which is to be effective during the term thereof. In the event any changes are mutually agreed to between the Committee and the Union, on a voluntary basis, they will be reduced to writing, signed by the Committee and the Union representative and added to this Agreement.
3. There shall be no discrimination, interference, restraint or coercion by the Committee, or the Union, or their respective agents, against any Employee because of membership or non-membership in the Union.

**Article II - Union Dues and Agency Fees**

1. The Committee agrees that, in accordance with the provisions of Chapter 180, Section 17, it will deduct membership dues, on a schedule mutually determined by the District and the Union, from the wages of any Employee in the unit who has voluntarily submitted a written authorization in the form set below. The dues will be remitted monthly in accordance with such authorization, provided that the Committee shall be under no obligation to make any such deduction as aforesaid after the termination of the term of this Agreement, and provided that the Committee may cease making such deductions at any time upon behalf of an Employee upon timely receipt by the Superintendent of Schools of a revocation of the authorization from the Employee.

2. The Union shall indemnify and save the Committee harmless against all claims, demands, suits or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Section.

All Employees in the bargaining unit who are not members of the Union in good standing and who have been employed for thirty (30) days or more shall pay to the Union, as a condition of employment, an agency service fee to defray the costs of collective bargaining and contract administration, provided such employees choose not to become members of the Union. The employer agrees to deduct from the pay of each non-Union member in the bargaining unit as a condition of employment, all agency service fees which are owed to the Union. The amount of the agency fee shall be an amount equal to eighty percent (80%) of the current Union dues.

3. The agency service fee shall be deducted from Employees and transmitted to the Union in the same manner as Union dues.

### **Article III - Rights of the Committee**

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Ayer Shirley Regional School Committee for the general charge of school houses, and the efficient and economical operation of the Ayer Shirley Regional School District, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this Agreement, the Committee retains all rights and powers that it has or may hereafter be granted by law in managing the School Department and directing the work force and may exercise the same at its discretion without any such exercise being made the subject of a grievance except as expressly provided herein.

Said rights and powers include but are in no way to be construed as limited to: the establishment of equal rules and regulations; the right to determine the extent to which work will be performed by members of the bargaining unit; the right to hire, fire, suspend, or in any other manner discipline for just cause; to classify, promote, demote, transfer permanently or temporarily; to determine hours for and the number of Employees required at any location; to determine the qualifications and competence of; to assign an added, lessened or different work or responsibility to; to set standards and requirements applicable to and make determination of the steps and eligibility for any in-step wage increases for; to make any pay deduction because of absence, or failure to perform work by any Employee covered by this Agreement; and to introduce new or to change existing operational methods.

The above rights are reserved exclusively and solely as prerogatives of the Committee subject only to such limitations that are expressly provided for in this Agreement.

### **Article IV - Grievances**

1. For the purposes of this Agreement, a grievance shall be defined as any complaint by any Employee covered by this Agreement that s/he has been subjected to a violation or misinterpretation of a specific provision of this Agreement.

2. The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems affecting the welfare of working conditions of the Employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
3. Nothing contained herein shall be construed as limiting the rights of any Employee having a complaint to discuss the matter informally with any appropriate member of the administration and to have the problem adjusted without intervention of the Union, provided, however, that any such adjustment shall be consistent with the terms of this Agreement. If the Employee so chooses, a representative of the Union may be present at the adjustment of the complaint. Only those unresolved complaints that directly relate to a violation or misinterpretation of a specific provision of this Agreement are subject to the grievance process.
4. Since it is important that the grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum. The time limits specified may be extended only by a prior express agreement of the respective parties or their representatives.
5. If the grievance has not been properly presented at Level One at the end of ten (10) working days following the occurrence of the grievance, then the grievance shall be deemed settled, or waived, and shall not be eligible for further action. Furthermore, if the grievant does not adhere to the time limits at each level of the grievance process, then the grievance shall be deemed settled, or waived, and shall not be eligible for further action.
6. If the Employer or Administrator fails to adhere to the time limits at any level in the grievance process, then the grievance shall be considered to be denied at that level, and the grievant may submit the grievance in writing, within the required time limit, to the appropriate Administrator at the next level in the process.
7. Subject to the foregoing provisions of this Article, all grievances must in all cases be processed in accordance with the levels, time limits, and conditions herein set forth:

Level One - Immediate Supervisor

The grievant shall present the grievance to the appropriate immediate supervisor within ten (10) working days of the occurrence of any grievance or the date of first knowledge of its occurrence by any party affected by it. The supervisor shall meet with the grievant within seven (7) working days of receipt of the written grievance. The supervisor shall render a decision to the grievant within seven (7) working days of the meeting.

Level One (A) – Director of Finance (in the case of Custodial and Food Service personnel)

If the grievance has not been resolved at Level One to the satisfaction of the grievant, the grievant may appeal such decision in writing to the Director of Finance within seven (7) working days of the Level One decision. The Director of Finance or his/her designee shall meet with the grievant to discuss the allegations within seven (7) working days of receipt of the written appeal and will render a written decision within seven (7) working days of the Level One (A) meeting.

Level Two - Superintendent of Schools

If the grievance has not been resolved at Level One, or at Level One (A) in the case of Custodial personnel, to the satisfaction of the grievant, the grievant may appeal such decision in writing to the Superintendent within seven (7) working days of the Level One decision. The Superintendent shall meet with the grievant to discuss the allegations within seven (7) working days of receipt of the

written appeal, and the Superintendent will render a written decision within seven (7) working days of the Level Two meeting.

#### Level Three - School Committee

If the grievance has not been resolved at Level Two to the satisfaction of the grievant, and only if the grievance does not relate to matters of discipline, evaluation, assignments, promotions, and work schedule, all of which are the responsibility of the Superintendent, the grievant may appeal such decision in writing to the School Committee within seven (7) working days of the receipt of the Level Two decision. The Committee and the grievant will meet for the purpose of resolving the grievance at the next regularly scheduled School Committee meeting, provided the grievance has been submitted to the Committee at least seven (7) working days prior to the next regularly scheduled School Committee meeting. Otherwise, the Committee will meet with the grievant at the regularly scheduled meeting next ensuing. Within fifteen (15) calendar days of said meeting, a written response will be sent to the grievant.

#### Level Four - Arbitration

If the grievance has not been resolved at Level Three, or at Level Two in the case of matters that are the responsibility of the Superintendent, to the satisfaction of the Union, the Union may present the grievance for arbitration to the American Arbitration Association for disposition in accordance with their rules within fifteen (15) calendar days of the Level Three (or, when applicable, Level Two) decision. The arbitrator's decision will be final, binding, and in writing and will set forth findings of fact, reasoning, and conclusions on the issues as submitted by the parties. The arbitrator is without authority to render a decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. All costs for the arbitrator shall be borne equally by the parties.

8. Notwithstanding anything to the contrary, no dispute or controversy shall be submitted for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual consent, submit more than one pending grievance to the same arbitrator.

### **Article V - Continuity of Employment**

1. The Union agrees that during the term of this Agreement no Employee shall engage in, induce or encourage any strike, walkout, work stoppage, sit-down, slowdown, withholding of services, boycott (whether primary or secondary), or any other direct or indirect interference, concerted or otherwise, with the Committee's operations. The Committee agrees not to conduct a lockout.
2. The Committee may impose disciplinary action, including discharge, upon any and all of the Employees directly involved in a violation of this Article. Such action shall not be subject to the grievance or arbitration procedures hereunder except as to the question of whether or not the Employees who were disciplined, in fact, engaged in, induced or encouraged such conduct.

### **Article VI - Years of Service**

1. For the purposes of this Article, years of service shall be considered the length of an Employee's continuous service in the Ayer Shirley Regional School District. Continuous service means the most recent period of unbroken service in the Ayer Shirley Regional School District, provided that authorized leave of absence, military service, or layoff because of lack of work, shall not be considered a break in continuous service.

2. All 52-week Employees of the Ayer Shirley Regional School District hired as of July 1, 2011, and all school-year employees hired as of August 29, 2011, who were employees of Ayer Public Schools or Shirley School District on June 30, 2011, shall have their continuous years of service with those school districts count as years of service with Ayer Shirley Regional School District. If employees worked part time, then their time will be prorated accordingly to apply toward their years of service.
3. All employees hired after July 1, 2011, shall be subject to a probationary period of 12 months from the first day of work, and their employment may be terminated at any time during this period without cause.

The contents of the personnel files of all employees previously employed by either Ayer Public Schools or Shirley School District shall officially be part of their personnel files with the Regional School District.

4. An Employee shall lose his/her years of continuous service for the following reasons:
  - a. S/he quits employment with the Ayer Shirley Regional School District.
  - b. His/her employment is terminated during in accordance with Section 3 of this Article.
  - c. S/he is absent for three (3) consecutive working days without notifying the employer. Exceptions may be made only with the consent of the employer. After such absence, the employer will send written notification to the Employee at his/her last known address that s/he has lost his/her seniority, and that his/her employment has been terminated.
  - d. If s/he does not return to work when recalled from layoff and fails to notify the Employer of his/her intention to return to work within four (4) days of notice of recall, or fails to return to work within seven (7) calendar days. Exceptions shall be made only with the consent of the Superintendent.
  - e. S/he is laid off for a period in excess of one (1) years.
  - f. S/he retires.
5. Assignments and transfers to positions shall be at the sole discretion of the Employer. In the event that an assignment becomes vacant or is created during the school year, it shall be posted internally for a minimum of five (5) business days. Postings will be disseminated to all employees via the District's email system, listed on the District website, and placed in every building in a conspicuous place where employees are likely to see them. Any Employee is free to apply for such assignment. However, any decision with regard to filling such assignment shall be at the discretion of the Employer. Years of service shall be considered in the making of assignments, the filling of vacancies, and the transfer of employees, although it need not be the prevailing factor or the decisive factor in the ultimate assignment, filling of vacancy or transfer.
6. In the event it becomes necessary to lay off Employees, the Employer will make such decisions as are in the best interests of the Ayer Shirley Regional School District and its operations. The principle of continuous service shall be considered when all other qualifications are equal.
7. In recognition of dedicated service to the District and its students, Employees who retire pursuant to the provisions of the Middlesex County Retirement Act will receive a payment of the following gross amount if at the time of retirement they have completed the requisite number of years of full-time service in the District.

<u>Years Completed</u>	<u>Gross Payment</u>
15-19	\$4,000

20-24	\$4,750
25 or more	\$5,500

## **Article VII - Classification and Pay Schedule**

1. There shall be attached to and considered part of this Agreement a classification and pay schedule marked Appendix A, Custodians. The Committee agrees to consult with the Union before any classifications as set forth in Appendix A are reclassified.
2. The salaries and wages of Employees shall be paid bi-weekly of the appropriate week. In the event this day is a holiday, the preceding day shall be the payday.
3. All Employees will be paid by direct deposit, unless, in the judgment of the Superintendent, there is a bona fide reason that makes it extremely difficult, if not impossible, for an Employee to be paid by direct deposit. Furthermore, any Employee who does not wish to receive a copy of his/her pay stub through the District's e-mail system must pick up the stub in person at the District's business office.
4. Employees required to use their car will be paid at the per mile rate established by the U.S. Government.
5. The Committee will furnish to the Union, on or before October 1 of each year, a list of the school, title, classification and wages of each Employee covered by this Agreement. The Committee will also furnish any changes that occur to the list throughout the year.
6. Employees will be assigned primary areas of responsibility. However, Employees may be subject to temporary reassignments, not exceeding thirty (30) days, in order to meet the needs of the school system. If the Employee is assigned to work in a higher classification for at least five (5) consecutive days, s/he shall, effective from the first day, be compensated at his/her own rate or the rate of the job, whichever is higher. In the event such a temporary assignment exceeds thirty (30) days, Article VI of this Agreement will apply. In the event of a permanent reassignment, the affected Employee shall have the right to consult with the Superintendent or his designee and will be given the reasons for the reassignment.
7. There shall be three job classifications: Lead Custodian, Maintenance/Grounds, and Custodian.
8. Employees whose regularly assigned schedule includes more than four hours of work after 2:00 p.m. shall be paid an additional hourly shift differential of fifty-five (55) cents per hour above the regular hourly rate for the entire shift. Custodians working on Saturday or Sunday as their regular shift (Wednesday – Sunday or Tuesday – Saturday) shall receive the fifty-five (55) cents per hour differential on the weekend days. Shift differential shall be paid for the Employees' jury, sick, holiday, bereavement, personal, and vacation leaves, except when the Employees are working on the day shift during the summer or school-vacation periods.

## **Article VIII Union Representatives**

1. A written list of Union stewards and other representatives shall be furnished to the employer immediately after their designation and the Union shall notify the Employer of any changes.



2. Two (2) Employees of each bargaining unit designated by the Union shall be granted time off (not to exceed two (2) days per year) to attend meetings of state and national bodies without loss of pay.
3. Announcements shall be posted on bulletin boards in Employee work areas. Parties to this Agreement, both of who 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 and will not post such material.
4. The Employer agrees to permit representatives of American Federation of State, County and Municipal Employees, AFL-CIO and/or Council 93, and/or Local 1703 to enter the premises at any time for individual discussion of working conditions with Employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the Employees, and provided that notification is made and permission received from the building principal in advance of the intended presence of said representative.

### **Article IX - Holidays**

1. This Article applies to all regular 52-week Employees, who shall receive time off without loss of pay on the following legal holidays, provided school is not in session that day:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veteran's Day
Patriot's Day	Thanksgiving
Memorial Day	Christmas
Independence Day	Day after Thanksgiving (not a legal holiday)

2. Employees required to work on holidays when school is not in session shall be paid at the rate of time and one-half their regular hourly rate of pay for such work, in addition to their holiday pay. If school is in session on a holiday, then the Employee will be entitled to another day's leave without loss of pay, the schedule for which will be determined by the District.
3. In order to be eligible for payment of such holiday, the Employee must have worked both his/her regular scheduled working day before and after such holiday unless excused by bereavement, hospitalization, personal leave, or other illness evidenced by medical certification.
4. A holiday that falls on a scheduled workday during the Employee's vacation period will not be charged as vacation leave.
5. Whenever any of the holidays listed shall fall on a Saturday, the preceding Friday shall be observed as the holiday as long as school is not in session. Should the holiday fall on the Employee's normal day off, the nearest scheduled working day, or a subsequent day to be mutually agreed upon, will be observed as the holiday.

### **Article X - Vacations**

1. Except as stated in Section 2 of this Article, any fifty-two (52) week Employee covered by this Agreement on the active payroll as of July 1 of each year during the term of this Agreement, and who has completed the following periods of full-time employment, shall receive a vacation with pay at his/her regular hourly rate as follows:
  - a. less than one full year -- one (1) day of vacation for each month of employment, not to exceed ten (10) days of vacation
  - b. one (1) year but less than five (5) years – two (2) weeks of vacation.
  - c. five (5) years but less than fifteen (15) years – three (3) weeks of vacation
  - d. fifteen (15) years or more -- four (4) weeks of vacation
2. Unused vacation time shall not be carried over to the next fiscal year, except under extenuating circumstances exist and only with the approval of the Superintendent.
3. Vacation time shall be scheduled with the approval of the Employee's supervisor. Vacations will not be allowed for the two weeks prior to the first day of school or one week after the last day of school.

### **Article XI - Sick Leave**

1. Each Employee shall be credited with paid sick leave at the rate of twelve (12) days per year. (Year-round employees hired after July 1 and school-year employees hired after the beginning of the school year will have their sick leave prorated based upon the number of actual days of work remaining in the year.) Unused sick leave shall accumulate to a maximum of one hundred ninety (190) days for 12-month Employees, one hundred seventy (170) days for Employees who work more than 200 days per year, and one hundred fifty (150) days for all other Employees. Extensions, with or without pay, beyond stated sick leave may be granted in exceptional circumstances at the discretion of the Superintendent of Schools. Such leaves of absence shall not exceed one (1) year. Notification of the amount of sick leave shall be provided to each Employee at the beginning of each year of the Agreement
2. The Superintendent may require a certificate from a registered physician in cases of illness or accident, which certificate shall state the cause of absence, and that in the opinion of the physician, absence from duty was necessary. Any such request for a certificate shall not be made unreasonably. Such certificate shall be submitted in all absences in excess of five (5) days.

### **Article XII - Personal Leave**

1. In each school year, up to three (3) days of paid leave may be utilized for imperative personal business or legal obligations, which could not effectively be conducted outside of school hours. Each year, unused personal days shall be counted towards the Employee's maximum allowable accumulated sick leave.
2. Reason for such leave must be made in writing to the Superintendent as early as possible and not less than seventy-two (72) hours before such absence occurs whenever possible. No request for personal leave will be submitted so as to extend a holiday or vacation period.
3. If the Superintendent believes the purpose of the leave is not of a nature specified above requiring the absence of the Employee during working hours, then s/he may decline to pay for such leave. The

matter may, however, be presented through the grievance and arbitration procedures if the Employee so elects.

4. Nothing in this section shall preclude the Superintendent from granting additional personal leave with or without pay for reasons, which s/he deems urgent.

### **Article XIII - Bereavement Leave**

1. All bargaining unit employees shall be allowed up to five (5) consecutive days leave during the fiscal year, in any case of death in the immediate family. The term "immediate family" means the Employee's spouse, child, father, mother, sister, brother, mother-in-law, father-in-law, step parents, step child, significant other, and if employee is the sole provider for other family members. (Must provide proof of guardianship or power of attorney).
2. Bereavement leave up to three (3) working days will be granted to an employee in the event of a death for grandparents, aunts, uncles, sisters-in-law, brothers-in-law, nieces, and nephews.

### **Article XIV - Military Leave**

1. The Committee will comply with all State and Federal laws with respect to mandatory military leave of absence.
2. Employees who are required to perform short-term (2 weeks or less) active duty for training will do so during the months of July or August except when the necessity of the Government makes other demands absolutely necessary. In such instances they will be granted necessary unpaid leave; however, in the event the total earnings of the Employee, including compensation for actual work performed for the Ayer Shirley Regional School District and compensation for such military service is less than his/her regular compensation, the Committee agrees to pay the Employee the difference between this actual weekly earnings and what s/he would have earned if s/he had performed such number of hours of work for the School District.
3. Military leave without pay will be granted to any Employee who goes on extended active duty, is inducted or who enlists for one required term in any branch of the armed services of the United States or during the period of any involuntary extension of enlistment.
4. Upon return from such leave, an Employee will be placed on the salary schedule at the level, which s/he would have achieved had s/he remained actively employed in the system during the period of absence, up to a maximum of four (4) years. Such absence shall be applicable in the case of an Employee's years of service.

### **Article XV - Jury Duty**

1. In the event that any Employee covered by this Agreement is required to perform and does perform jury service, the Employee will suffer no loss of pay, provided that the Employee will pay to the Ayer Shirley Regional School District any compensation for jury duty received from the Court, with the exception of reimbursement for travel.

2. As a condition of receiving payment from the District, the Employee agrees that, if during jury service s/he is discharged for the day during regular working hours, s/he will report to work.
3. An Employee performing such jury service who desires the benefit of this Article shall be required to present weekly to the School Department, a certificate signed by the Clerk of Court or other proof reasonably satisfactory to the Committee as to the time spent by the Employee in such jury service during the week and the amount of compensation received thereafter.

## **Article XVI - Family Medical/Paternal/Child-Rearing Leave**

### Section 1 - Family/Medical Leave ("FMLA" Leave)

- a. Any full-time Employee who has been employed for at least one (1) year or more shall be entitled to family medical leave of up to twelve (12) weeks during each year:
  - (1) To care for a son or daughter within a year of birth, adoption or the initiation of foster care;
  - (2) To care for a spouse, child or parent suffering from a serious health condition;
  - (3) Because the Employee's own serious health condition makes the Employee unable to perform the functions of his/her position.
- b. Family/Medical leave is unpaid except that the Employee may use paid leave for an equivalent amount of unpaid leave, depending upon the reasons for the Employee's leave. The types of paid leave Employees may use include sick leave when FMLA leave is due to the Employee's serious health condition or that of a spouse, child, or parent.
- c. During unpaid family/medical leave, Employees shall be entitled to participate in all medical, dental and other insurance plans at the same rate of contribution as may be in effect for all Employees.
- d. At the end of the leave, Employees shall be returned to the same positions they held before the leave began, or to an equivalent position, subject to subject to the availability of such positions.
- e. Application procedure:
  - (1) Except emergencies, Employees shall apply to the Superintendent at least thirty (30) days before the start of the leave period.
  - (2) The Employee shall indicate the anticipated date of return to active employment.
  - (3) Employees may be required to produce reasonable medical and other certification of the need for family/medical leave within fifteen (15) days of requesting leave. The District may require the Employee to submit medical re-certification during leave at thirty (30) day intervals and it may require Employees to report periodically on their status and intent to return to work. As a condition for returning to work, an Employee who has been on family/medical leave may be required to present medical certification that s/he is able to resume work.
- f. Leave entitlements under State Law and FMLA run concurrently when both laws cover the same type of leave.

### Section 2 - Parental Leave

Upon receipt of at least two (2) weeks written notice of an Employee's date of departure and intention to return, an Employee who has been employed for at least three (3) months shall be granted a Parental Leave without pay of up to eight (8) weeks in accordance with the provisions of G.L. c.149 Section 105D. Parental Leave under this provision will be granted for:

- i. The birth of the employee's child;

- ii. The placement of a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically disabled; with the employee for adoption.

Except to the extent covered by Sick Leave as set forth below, said leave will be without pay.

- a. An Employee who is pregnant and is physically unable to work due to disability connected to pregnancy or childbirth may use accumulated sick leave to cover those days the Employee is disabled and unable to work. The District may require this individual to submit medical evidence verifying the disability.
- b. This leave may be extended by mutual agreement between the Employee and the Superintendent in order that an Employee who has been on FMLA/Parental Leave may return at an appropriate time in consideration of the student's program(s) (such as the beginning of a semester, beginning of a marking term, or after a vacation period), or when absence due to medical complication resulting from the pregnancy extends beyond the eight (8) weeks in Subsection (a) above.
- c. During unpaid FMLA/Parental Leave, employees shall be entitled to participate in all medical, dental and other insurance plans. If both parents are employees of the district, they are entitled to a combined eight (8) weeks of leave. At the end of the leave, employees shall be returned to the same positions they held before the leave began, or to an equivalent position, subject to layoff or other position elimination.
- d. Where an employee is eligible for both Parental Leave and FMLA Leave, said leaves will run concurrently.

### Section 3 - Child Rearing Leave

In the event that an Employee desires a leave longer than that provided by statute, the procedure listed below shall be followed:

- a. Under normal conditions, the Superintendent shall be notified in writing not later than the beginning of the fourth (4<sup>th</sup>) month of pregnancy. The request must be accompanied by a physician's certification stating the expected date of delivery.
- b. Said Child Rearing Leave shall be without pay and shall terminate one (1) year from September 1 following the birth of the child, or sooner, if the Employee and the Committee so agree. Extensions of leave may be granted at the discretion of the Superintendent.
- c. The Employee must notify the Superintendent by the 1st of March of the year in which the Child Rearing Leave expires of the individual's intention to return in September, apply for an extension, or to retire from the school system. Failure to comply with this requirement will be considered as a resignation from the school system. Upon return from such leave, the Employee will be assigned to any school where a vacancy occurs in as comparable a position as possible.
- d. In the event the Employee has continued in the duties under the contract through February 1 of the school year in which the leave was granted, s/he would be credited with a step on the Salary Schedule upon return from leave.
- e. In the event the child does not live, the Employee may make written application for reinstatement, accompanied by a physician's statement of good health. Such reinstatement may be granted by the Superintendent if an acceptable vacancy exists.

#### Section 4 - Adoption Leave

An Employee who adopts a child shall be granted leave as follows:

- a. The Employee shall be entitled to a leave of absence without pay upon proper notification to the Superintendent at least two (2) months in advance of the date the leave is to begin, if possible.
- b. Said leave of absence shall not exceed one (1) year. Extensions of leave may be granted at the discretion of the Superintendent.
- c. An Employee upon returning to the system shall be entitled to all the benefits, rights and privileges of the preceding sections of this Article.

#### Section 5 - Small Necessities Leave

The parties agree to comply with the terms of the Small Necessities Leave Act, G.L. c. 149 s.52D.

### **Article XVII - Other Leaves**

1. Additional leaves of absence with or without pay may be granted at the discretion of the Superintendent of Schools.
2. All benefits to which an Employee was entitled at the time any such leave commenced, including unused accumulated sick leave, will be restored to his account upon return from leave. It is recognized that no specific position can be held open during any leave, but in all instances every effort will be made to assign the Employee to a vacant position substantially equivalent to the one held at the time the leave commenced.
3. The Employee will notify the Superintendent three (3) months prior to the termination of his/her leave of his/her intention to return. All requests for extensions or renewals of leaves must be applied for in writing three (3) months prior to the termination date. Decisions on such requests will be confirmed in writing within thirty (30) days after receipt of request.

### **Article XVIII - Insurance**

1. As long as the Ayer Shirley Regional School District agrees to pay a portion of the cost of health and life insurance plans currently in effect, the District will deduct the Employee's share (25% for health, 50% for \$10,000 basic term life insurance) from payroll checks from participating members upon receipt of proper authorization.
2. All regular employees are required by law to be members of the County Retirement System. The School Committee agrees to make the appropriate deduction on the salaries of all eligible members.
3. Employees may voluntarily agree to participate in the District's group dental and long-term disability plans by having 100% of the premium costs deducted from their payroll checks.

### **Article XIX - Workers' Compensation**

1. Employees who receive a personal injury arising out of and in the course of their employment will participate in the Workers' Compensation program for medical treatment and lost wages, in accordance with state law, and will fully cooperate in providing timely and complete information, including attendance at scheduled medical examinations.

2. During the period that an Employee is being paid by the Workers' Compensation program, the District will pay the difference between the amount of Workers' Compensation and the Employee's regular pay to the extent that the Employee has earned sick leave. Only that portion of wages paid by the District will be chargeable against the Employee's accumulated sick leave.
3. In instances where accumulated sick leave is exhausted, the Employee will only receive the Workers' Compensation benefits.
4. In cases of personal injury to an Employee sustained as a result of and in the performance of his/her duties, the Superintendent's office will notify the County Retirement Board as required by General Laws Chapter 32, Section 7, and will provide a copy of such notification to the Employee.
5. If a question exists as to whether an Employee is entitled to compensation under the Workers' Compensation Act, it is agreed that pending resolution of said question, the Employee may draw sick leave benefits. The Employee shall reimburse the Committee for any such grant of sick leave if s/he receives Workers' Compensation benefits for the same period. The Employee's sick leave accumulation shall be re-credited for any such reimbursement.

### **Article XX – Tax-Sheltered Annuities**

1. In order to provide for non-forfeitable tax sheltered annuity payable upon retirement or termination of employment, an Employee may contract with the Committee pursuant to Section 37B of Chapter 71 of the General Laws of Massachusetts for purchase of such annuity as part of his/her employment compensation.
2. Such contract shall specify the premiums to be paid toward the annuity and the benefits payable there under.

### **Article XXI - Personnel Records**

1. A copy of any written statement or report which is of a critical or unsatisfactory nature concerning an Employee, made by a member of management or by a designated supervisor, which is to be retained by the Employer in the Employee's personnel file, shall be shown to the Employee who shall certify in writing that s/he has read it. If the Employee refuses to sign such a statement, the supervisor or other person in whose presence the Employee read the statement or report shall certify that the statement or report was read by the Employee and that the Employee refused the statement acknowledging this fact. If the Employee is not available (due to illness or other absence) at the time the statement or report is prepared, the member of management or supervisor shall file with the statement or report the reason for not showing the statement or report to the Employee at the time of filing, but the Employee shall be given the opportunity to read the report as soon as s/he is available thereafter.
2. The Employee will have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
3. The contents of the personnel files of all employees previously employed by either Ayer Public Schools or Shirley School District shall officially be part of their personnel files with the Regional School District.

## **Article XXII - Separability and Savings**

If any Article or Section of this Agreement, or any riders thereto, should be held invalid by operation of law, or by any other tribunal of competent jurisdiction, or if the compliance with, or enforcement of, any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and if any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with, or enforcement of, has been restrained shall not be affected thereby.

## **Article XXIII - Duration**

1. The signing of this Contract by the authorized representatives of the Union and the Committee shall constitute the effective date of this Contract for all items except any retroactive wages, which shall be effective on July 1, 2017.
2. This Contract shall remain in full force and effect from its effective date through June 30, 2020, and from year to year thereafter unless either party notifies the other party prior to January 1<sup>st</sup> of the final year thereafter, of its desire to terminate or modify this Contract. Such notification shall be by registered United States mail to the responsible signatories of this Contract.

## **Article XXIV - Hours of Work and Overtime**

1. The "normal" workweek for full-time custodians shall consist of five (5) consecutive workdays, with regular starting and ending times, except for a 30-minute unpaid lunch period. Overtime will begin after forty (40) hours actually worked during any week, excluding sick leave. For the purposes of determining overtime hours, time paid for vacation, personal, holiday, bereavement, and jury leave shall be treated as hours worked.
2. The overtime rate will be based on the base rate and shift differential.
3. It is recognized that during the school year work schedules may be altered by the Director of Finance or his/her designee to serve the best interests of the school system. However, there shall be no permanent change in work schedules or in shift time without giving the Union an opportunity to discuss the matter ten (10) days in advance of such change.
4. It is recognized that the assignment of overtime work is the function of the employer in keeping with its responsibility for meeting its obligations to the citizens of the community. Subject to the requirements of the Ayer Shirley Regional School District for overtime work, overtime will be assigned on an equitable basis to Employees in accordance with their skills and familiarity with the work as determined by the employer. For usual and customary overtime opportunities (those that, in the opinion of the District, may not require special skill, familiarity with equipment, physical ability, stamina, safety considerations, or other special circumstances), there will be a rotating list based on the years of service of all eligible Employees. It is the District's discretion whether overtime will be made available district-wide, by individual building, or some combination thereof. An Employee



assigned overtime duty as a result of special circumstances will not lose his/her spot in the rotation for usual and customary overtime opportunities. If volunteers for overtime work are not available, the employer reserves the right to assign Employees to such work. Payment of overtime shall be made in the next scheduled pay period.

5. When Employee has been assigned or volunteered for overtime work to cover a function occurring on school property, his/her primary responsibilities will be to support the activities associated with that function. However, it is expected that the Employee will perform tasks associated with his/her regular job responsibilities during those periods of time when custodial support is not immediately needed by those attending the function.
6. An Employee who is called back to work on the same day after having completed his/her assigned work shall be paid at the rate of time and one-half for all hours worked on such recall. S/he will be guaranteed a minimum of two (2) hours work. During the hours between 12 midnight and 4:00 AM, s/he will be guaranteed a minimum of three (3) hours work. An Employee does not have to complete the full two or three hours to be compensated for the call-back pay.
7. A custodian in each building will be paid one hour per day at time and a half to check his/her school on days when the District is not in session during the heating season, if requested to do so. The Director of Finance or his/her designee will determine the beginning and termination date when these checks will be performed. The provisions of this paragraph shall not apply when a custodian is already assigned to work in the building, regardless of whether or not school is in session on a particular day.
8. Records of overtime work shall be subject to examination by the Union representative in the case of a grievance involving the assignment of overtime.
9. An Employee may elect to take up to sixteen (16) hours of compensatory time in lieu of overtime in any fiscal year. Said hours must be used within six (6) months of accrual. To be eligible for compensatory time, the Employee must request to be credited with compensatory time prior to working the overtime hours. Compensatory time may only be taken with the approval of the Facilities Coordinator.

## **Article XXV - Evaluations**

1. An Employee's performance evaluation shall be completed annually by the Facilities Coordinator, with input from the building administrator to s/he is assigned. Such evaluation will be recorded in writing on the form attached hereto as Appendix B and shall be made on the basis of the following criteria:
  - a. Quality and quantity of work
  - b. Work habits
  - c. Work attitudes
  - d. Relationships with others
2. Each Employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with the Facilities Coordinator, Director of Finance, and, if requested, with the Superintendent of Schools. The Employee may submit a written statement, which will be attached to his/her evaluation within two weeks after s/he receives a copy of the evaluation.

3. The Director of Finance's office shall receive all evaluations from the Facilities Coordinator and shall retain such evaluations, together with any recommendations made on the basis of any such evaluations, and any evidence or materials submitted in support of such evaluation, in the respective personnel file of each Employee.

### **Article XXVI - Miscellaneous Conditions**

1. The Committee shall provide each Custodian with ten (10) shirts bearing an appropriate logo and/or wording. Employees are required to wear such apparel during working hours. The Committee shall provide five (5) shirts each year thereafter.
2. Each year of the contract, the Committee shall provide to the bargaining unit members an annual clothing allowance of \$650 (paid on a reimbursement basis, with receipts) for the purpose of purchasing appropriate work shoes and clothing.
3. For work that needs to be done outside in inclement weather, the District will provide a sum not to exceed \$200 that may be used one time during the period of this contract by each custodian who, as designated by the District, is regularly required to work outdoors. The purpose is to pay for reasonable clothing and gear that is needed in order to perform the work required by the District. This sum shall be in addition to the clothing allowance referenced in Section 2 of this Article. Payment may be made by reimbursement or by direct billing through a local retailer designated by the District. At the discretion of the District, this sum may be increased in amount or frequency for specific individuals, depending on extenuating circumstances.
4. The Committee agrees to meet and discuss with the Union any intentions to reduce any current full-time positions to part-time positions before implementing any such changes.

### **Article XXVII - Safety, Productivity, and Energy-Conservation Committee**

A committee composed of two Employee representatives appointed by the Union and two representatives appointed by the Director of Finance shall meet regularly on a schedule to be determined by the committee to review safety, productivity, and energy-conservation procedures. It is agreed that the establishment and operation of the committee will not be subject to the grievance and arbitration procedure, nor will this provision make any matter a grievance that would not be a grievance in the absence of this provision.

IN WITNESS WHEREOF, 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 hereunto duly authorized the day and year first above written.

AYER SHIRLEY REGIONAL SCHOOL COMMITTEE


  
\_\_\_\_\_  
Chairperson

9/11/2017  
Date

  
\_\_\_\_\_  
Superintendent

9/12/2017  
Date

AFSCME, AFL-CIO, STATE COUNCIL 93, LOCAL 1703

  
\_\_\_\_\_  
AFSCME Representative

8/17/17  
Date

  
\_\_\_\_\_  
Custodial Union Chairperson

8-17-17  
Date

  
\_\_\_\_\_  
Negotiations Committee Representative

8-17-17  
Date

## **Appendix A**

CUSTODIAL PERSONNEL

Wage Scale

July 1, 2017 - June 30, 2020

2017-2018		2018-2019		2019-2020	
Step 1	\$14.00	Step 1	\$14.56	Step 1	\$15.14
Step 2	\$14.56	Step 2	\$15.14	Step 2	\$15.75
Step 3	\$15.14	Step 3	\$15.75	Step 3	\$16.38
Step 4	\$15.75	Step 4	\$16.38	Step 4	\$17.03
Step 5	\$16.38	Step 5	\$17.03	Step 5	\$17.71
Step 6	\$17.03	Step 6	\$17.71	Step 6	\$18.42
Step 7	\$17.71	Step 7	\$18.42	Step 7	\$19.16
Step 8	\$18.42	Step 8	\$19.16	Step 8	\$19.93
Step 9	\$19.16	Step 9	\$19.93	Step 9	\$20.73
Step 10	\$19.93	Step 10	\$20.72	Step 10	\$21.56

In 2017-2018, employees on wage scale will move to their next step.

In 2018-2019, existing Step 1 (\$14.00) will be deleted and all wages will move up. Employees on wage scale will *move* to their next step.

In 2019-2020, existing Step 1 (\$14.56) will be deleted and all wages will move up. Employees on wage scale will *remain* at the same step as 2018-2019, but will receive the new increased rate for their step.

**Example:**

2016-2017: Step 1 \$14.00/hour

2017-2018: Step 2 \$14.56/hour

2018-2019: Step 3: \$15.75/hour

2019-2020: Step 3: \$16.38/hour

Employees Above Top Step

2017-2018: 2016-2017 hourly wage + 2.5%

2018-2019: 2017-2018 hourly wage + 2.5%

2019-2020: 2018-2019 hourly wage + 2.5%

Lead	*	\$2.25/hr
Maint	**	\$2.00/hr
Grounds	**	\$2.00/hr
Night	***	\$.65/hr

\* as appointed by Supt. by building or building groups

\*\* as appointed by Supt. for all or part of shifts or annual schedule

\*\*\* for shifts described in the contract language