

Agreement

Between

The Acton-Boxborough Regional School Committee

and

School Committee of Town of Acton

and

**American Federation of State, County and Municipal Employees
AFL-CIO, Massachusetts State Council 93, Local #1703**

2005-2008

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Preamble

This agreement entered into by the Acton-Boxborough Regional District School Committee and School Committee of the Town of Acton hereinafter referred to as the Committee or Committees, and Local #1703, Massachusetts 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 committees 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.

**Article I
Recognition**

- 1.1 The Committees recognize the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining respecting wages, hours, and other conditions of employment for all regular full-time and part-time custodians, head custodians and maintenance employees as defined in MCR 2361 dated October 18, 1976, but excluding all teachers, teacher aides, secretarial employees, cafeteria employees, administrative employees, managerial employees, and all other employees of the Committees.

The Committees agree not to promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

- 1.2 Two (2) positions in the Acton-Boxborough Regional School District which are less than or equal to the school year in length and fewer than 20 hours per week and which are funded from Community Education Resources are also excluded from this agreement.

Article II
Union Dues and Initiation Fees

2.1 During the life of this Agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth, the Committees agree 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 had said dues deducted. Such remittance shall be made by the tenth (10th) day of the succeeding month.

Authorization for Payroll Deduction:

By: _____
Last Name First Name Middle Name

To: _____
Employer Department

Effective: _____

I hereby request and authorize you to deduct from my earnings each pay period the amount of \$ _____. This amount shall be paid to the treasurer of Local #1703 and represents payment of my Union dues. These deductions may be terminated by me by giving sixty (60) days' written notice in advance or upon termination of my employment.

2.2 The Committees shall, as a condition of employment during the life of this agreement, require that (1) all new employees who do not join the Union shall on or after the 30th day following the beginning of such employment pay an agency service fee to the Union and (2) All employees who have at one time been a member of this chapter of Local #1703 shall either retain membership or pay an agency fee to the Union. This amount shall be equal to the Union's regular and usual membership dues.

Article III
Grievance and Arbitration Procedures

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

Step 1

Every effort shall be made by the aggrieved employee and the Coordinator of Facilities and Transportation to arrive at a settlement before resorting to the formal steps of the grievance procedure.

Step 2

The Union steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing or verbally at a meeting with the employee's immediate supervisor within ten (10) working days of the date of the grievance or his knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward within ten (10) working days.

Step 3

If the grievance has not been settled, it shall be presented in writing at a meeting with the Superintendent of Schools or his/her designee, within five (5) working days after the supervisor's response is due. The Superintendent or his/her designee, shall attempt to resolve the matter and shall respond to the steward in writing within five (5) working days.

Step 4

If the grievance still remains unadjusted, it shall be presented in writing at a meeting with the School Committee at its next regular meeting. The School Committee shall respond in writing within ten (10) days after the following regular School Committee meeting. Failure by the School Committee to reply within this period shall be construed as a decision favorable to the employee.

Step 5

If the grievance is still unsettled, either party may, within forty (40) calendar days after the reply of the School Committee is due, by written notice to the other, request arbitration. If mutually agreed to by the School Committee and Union, arbitration proceedings may be conducted by the Board of Conciliation and Arbitration pursuant to its rules and regulations. If either party does not agree, the arbitration proceedings shall be conducted by the American Arbitration Association pursuant to its rules and regulations. Its decision will be final and binding upon the parties.

The cost of arbitration will be borne both by the employer and the Union equally.

Grievances involving disciplinary action shall be processed beginning at the second step. Discipline includes situations where a supervisor because of a situation or event has issued a verbal or written warning or imposed some penalty upon an employee. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of

the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

No grievance shall be considered which is not presented within the time limits of Step 2.

Article IV Seniority

- 4.1 a. For all bargaining unit employees hired before 10/1/93, part-time service shall be calculated as a number of hours worked per week over 40 (without regard to number of months worked).
- b. For all bargaining unit employees hired on 10/1/93 or after, their service time shall be calculated as their number of hours worked per year over 2,080 (i.e. 40 hours/week x 52 weeks).
- c. Any period of continuous employment by the Acton or Acton-Boxborough Regional School Committees immediately preceding employment by the Committees shall be considered in computing an employee's seniority.
- 4.2 Probationary Period: Newly hired employees and employees hired after they have lost their seniority shall have no seniority status until they have completed a probationary period of sixty (60) working days. The Committees may discharge or lay off any employee, with or without cause, during his/her probationary period and such action shall not be the basis for a grievance under this Agreement. Upon completion of his/her probationary period, the employee's seniority shall date from the date of his/her hire. Days lost from work because of sickness or accident in excess of five (5) working days during the probationary period shall not be considered in computing said sixty (60) day period, but shall not break the consecutive period.
- 4.3.1 Job Posting and Bidding: When a position covered by this Agreement becomes vacant, notice of such vacancy shall be sent to the Union President and the Head/Lead Custodian in each building and they will post it in a conspicuous place. This notice shall contain the following information:
1. Date of posting
 2. Job Title
 3. Salary
 4. Location

5. Assigned hours of work, days off
6. Example of duties
7. Qualifications
8. Closing date for applications
9. Person to whom application should be made
10. Signature of administrator

4.3.2 This notice of vacancy shall remain posted for five (5) working days. Employees in the bargaining unit who are interested shall apply in writing within the five (5) working day posting period. Within fifteen (15) working days from the expiration of the posting period, the employer will award the position to one of the applicants, if qualified (if none are qualified the Committee will re-post the position), after consideration of the following factors

- (a) seniority in the bargaining unit
- (b) experience in related work
- (c) work history during the most recent five years
- (d) ability to do the job
- (e) education and training directly related to the duties of the vacant position

4.3.3 In the event that two (2) or more applicants are considered approximately equal in accordance with the foregoing factors, then the senior applicant will be awarded the position **if the position is equal in grade.**

4.3.4 The successful applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay, except that for the two positions of Head Custodian in the Junior and Senior High Schools, the trial and training period shall be 180 days.

4.3.5 At the end of the period, if it is determined that the employee is not qualified to perform the work, he shall be returned to his old position and rate.

4.3.6 After ninety (90) days but no more than six months of the training period for the positions of Head Custodian of the Senior High School and Head Custodian of the Junior High School have passed, if the successful applicant has made significantly less progress in meeting the qualifications for the position than would be expected of the average promoted employee, the individual will be returned to the prior position and rate.

4.4 Loss of Seniority: An employee shall lose his/her seniority if he/she:

- (a) quits or resigns;
- (b) is discharged, terminated, or retires;

- (c) fails to report to work upon recall from layoff immediately, if available, but in any event within ten (10) working days after receipt of notice of recall provided that notice of his/her return was made within 72 hours of being recalled; or
 - (d) is absent from work for any reason, including layoff, for a continuous period equal to his seniority, not to exceed two (2) years.
- 4.5 When an employee is promoted to a higher rated job, he shall enter at the minimum step rate of the job to which he is being promoted or to the step rate next above his own step rate, whichever is higher, except for employees moving from Grade 6 to Grade 8. For promotions from Grade 6 to Grade 8, an employee shall move to the same lateral step as the old step. Shift differentials shall be included. When an employee accepts a lower rated position, he shall enter it at his own step rate or at the maximum step rate of the job, whichever is the lowest (shift differentials shall be included.)
- 4.6 An employee who has been dismissed, suspended or otherwise disciplined shall be given a written statement of the reason(s).
- 4.7.1 In the case of lay-off or reduction of personnel for lack of work or by reason of fiscal cutback, the laying-off or demotion of employees within each job classification (listed in Appendices A and B) shall be determined by the length of continuous service in the particular classification, except for category 5 where system seniority shall govern. An individual laid off in job categories 10-15 who has more service than an individual in job categories 5-9 may bump into the applicable category. An individual laid off in categories 8-9 may bump into categories 5-7.
- 4.7.2 Reinstatement shall be in reverse order to the layoff or demotion. An employee in a higher job category may accept a layoff rather than bump down without loss of recall rights.
- 4.7.3 The right to be recalled shall exist for a period of two (2) years from the last date of employment.
- 4.8 Transfers: Transfers due to reorganization will be determined by seniority.

Article V
Wages, Hours of Work and Overtime

- 5.1 Wage Rates: Hourly wage rates in effect during the life of this Agreement are shown in Appendices B and C, "Schedule of Wage Rates", which are attached to and made part of this Agreement.
- 5.1a A meal allowance of \$6.00 will be granted after twelve (12) consecutive hours of work.
- 5.2 Hours of Work: The normal work week shall be forty (40) hours consisting of five (5) consecutive days of eight (8) hours each day, exclusive of a daily thirty (30) minute unpaid lunch period which may be taken away from school property. All employees will be scheduled to work on a regular shift. Each shift shall have a regular starting and quitting time. Except for emergency situations, the work shift will not be changed without discussion between the Union and the Superintendent or his/her designee.

The Coordinator of Facilities and Transportation may grant at the employee's request a one-hour unpaid lunch period. In this case the employee would leave work nine (9) hours after beginning his/her shift.

- 5.3 Overtime:
- (a) Premium pay for overtime will be paid at the rate of time and one-half the employee's regular straight-time hourly rate for the hours actually worked in excess of eight (8) hours in any one day or forty (40) hours in his/her work week and must be performed in additional hours outside the regular hours of the employee's shift. Premium pay for overtime work shall not be pyramided. For purposes of this section, an employee's workday shall be the twenty-four (24) hour period commencing at the start of his/her normally scheduled shift. Overtime at double time will be paid for extra assignments on Sundays or holidays for non-school related activities.
- (b) Insofar as is possible, overtime shall be equally allotted among the employees affected. Overtime opportunities will initially be offered to the employees in the applicable building. Should no one wish the overtime opportunity, overtime will be assigned on a rotational basis in inverse order of seniority with the least senior member in the unit being first at the beginning of each new contract. If none of these employees wish to work the overtime, it will be offered to other employees on a rotating basis. The rotation order shall be on the basis of system seniority.

Individuals working “rotational” overtime shall be paid at their own job category rate.

- (c) In emergency situations, the Committees may require overtime. A record of the overtime hours worked by each employee shall be posted on the department bulletin board monthly. Employee designated as “on call” will be paid \$5.00 per hour while “on call” up to a maximum of four (4) hours per day. Emergencies shall be construed to mean, but will not be limited to, unanticipated events (e.g. storms, accidents, fires, power failures) which cannot be handled during regular work shifts.
- (d) In the event that no one in a building or on the rotational overtime list is willing or available to cover the needed work and no substitute is available, the work may be assigned in inverse, system-wide, seniority order. Whenever possible, no employee will be assigned in this manner for a second time before all employees have been assigned a first time. Employees will not be required to work three consecutive shifts nor will the employee be assigned a split shift unless the employee is willing to do so.

5.4 An employee who is called back to work after having left his normal place of work at the conclusion of his normal workday or is called in to work on his scheduled day off, including any holiday listed in Section 8.1, shall receive a minimum of three (3) hours’ pay, except that an employee performing a Sunday or Holiday building check will be paid at time and one-half for one and one-half (1 1/2) hours at the Junior High School and elementary schools and three (3) hours at the High School. An employee called into work before the beginning of his or her regular shift shall receive time and one-half for the period up until the beginning of the regular shift.

5.5 Shifts

The normal shift schedule is as follows:

- I. 7:00 AM - 3:30 PM
- II. 2:30 PM - 11:00 PM
- III. 10:30 PM - 7:00 AM*

Exceptions to these normal times will take place only after: 1) agreement between the affected custodian/maintenance person and management; and 2) discussion between the Union and management.

*During the summer, Christmas, winter and spring vacations if this shift is not staffed because employees are shifted to the 7:00 AM to 3:30 PM shift, a second shift custodian

may, upon request, work the 7:00 AM to 3:30 PM shift with the less service third shift custodian working the second shift.

In the case of a weather emergency, custodian and maintenance unit employees will be expected to work their regular shift unless directed otherwise by their immediate supervisor or Coordinator of Facilities and Transportation. Individuals who have home emergencies which might cause them to leave work early or whose personal emergencies might cause them to not come to work, will be expected to request such from the appropriate supervisor(s) and to cover the time lost with personal or vacation days.

Article VI **Union Representatives**

- 6.1 The Union shall notify the Committee of names of the chapter officers who will serve as the Union representatives.

Article VII **Rest Periods**

- 7.1 All employees' work schedules shall provide for a fifteen (15) minute rest period during each half (1/2) shift. The rest period shall occur at a time designated by the supervisor.
- 7.2.1 A four hour (4) rest period paid at straight time will be granted beginning the 17th consecutive hour of work.

Article VIII **Holidays**

- 8.1 (a) The following are recognized as work holidays: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and half-day before Christmas, half-day before New Year's, and half-day of Good Friday.
- (b) Only essential work, as determined by the Department Head, will be scheduled on a recognized holiday. Except for work so scheduled, all full-time employees in

continuous service will receive the holiday off with holiday pay provided the holiday falls on a regularly scheduled work day for the employee. A holiday falling on either a Saturday or Sunday will be observed on an alternative day as may be mutually agreed upon by the employee and the Supervisor. Holiday pay is computed in the same manner as vacation pay as set forth in Section 9(f).

- (c) When a holiday falls on the employee's regularly scheduled work day and the employee is required to work, he shall be paid holiday pay, plus pay at one and one-half (1 1/2) times regular pay for the hours actually worked.
- (d) In order to be eligible to receive holiday pay, the employee must have been in pay status on his last regularly scheduled work day following the holiday, unless absent with the prior permission of the Coordinator of Facilities and Transportation.

Article IX Vacations With Pay

9.1 Eligibility

- (a) Individuals must work at least 20 hours/week in order to receive vacation (any) benefits.
- (b) Individuals must work a full (i.e. 52 weeks) to receive paid vacation days.

9.2 The vacation year shall be July 1 to June 30.

9.3 Vacation Days

- (a) Individuals will accrue vacations days beginning with the month in which they begin employment at the rate of .83 days per month (or 10 per year). These days may be used as they are accrued.
- (b) Vacation days will be prorated from the month in which an individual begins employment through the next June 30. This will be done by multiplying the number of months x .83. Example: D.O.E. (Date of Employment) 1/1/88 - 6/30/88 = 6 months x .83 days/month = 5 days.
- (c) Beginning with July 1 of the calendar year in which individuals complete their 4th year or employment by December 31, they will begin accruing vacation days at the rate of 1.25 days per month (15 days per year).

- (d) Beginning with July 1 of the calendar year in which individuals complete their 9th year of employment by December 31, they will begin accruing vacation days at the rate of 1.67 days/month (20 days/year).
- (e) Beginning with July 1 of the calendar year in which individuals complete their 19th year of employment by December 31, they will begin accruing vacation days at the rate of 2.08 days/month (25 days/year). No fifth week of vacation may be taken between June 15th and September 15th in any year without the permission of the Superintendent or his/her designee.
- (f) Vacations for full-year employees shall be granted by the Coordinator of Facilities and Transportation on the basis of an established schedule. Selection within each building shall be on a seniority basis. If a holiday falls within the vacation period of an employee, he/she shall be granted an additional day of vacation. No employee may be required or permitted to forego his/her vacation and receive extra pay in lieu thereof. Requests for less than one week vacation must be submitted to the Coordinator of Facilities and Transportation at least two (2) days prior to the date(s) requested.
- (g) Upon the death of an employee who is eligible for a vacation under the provisions of this section, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance earned in the vacation year prior to the employee's death but which had not been granted. In addition, payment shall be made for that portion of the vacation allowance earned but not used in the vacation year during which the employee dies up to the time of his separation from the payroll.
- (h) Employees who are eligible for vacation under these rules and whose services are terminated by dismissal, by resignation, or by retirement, or by entrance into the armed forces, shall be paid an amount equal to the vacation allowance earned but not granted within the vacation year prior to such termination. In addition, payment shall be made for that portion of the vacation allowance earned but not used in the vacation year during which such dismissal, retirement, or entrance into the armed forces occurred up to the time of the employee's separation from the payroll.
- (i) Absence on account of sickness in excess of that authorized under the rules therefore or for personal reasons not provided for under sick leave may, at the request of the employee, and with approval of the Superintendent, be charged to vacation leave.

- (j) An employee may carry over into the next vacation year up to one-half (1/2) of his/her vacation time up to a maximum of two weeks.
- (k) Upon request at least two weeks prior to the pay day prior to going on vacation, an employee may receive on that pay day his normal and expected pay for the period that he/she will be on vacation.

Article X
Payment Due to Absence on Account of Illness

- 10.1 (a) Non-Occupational Sick Leave. All employees who work twenty (20) or more hours per week shall be credited with one and one quarter (1 1/4) days of sick leave upon the completion of each month of service (or the major fraction of a month) until the July 1 following the date of employment. The number of days credited as of July 1 of each year shall be available for future use. No maximum is applicable to this sick leave accumulation. For each day of sick leave accumulated at the start of a single continuous, prolonged illness an employee who has exhausted his sick leave credit may receive two (2) additional days of sick leave, if necessary, up to a maximum of sixty-six (66) days on the recommendation of the Coordinator of Facilities and Transportation, with a written statement from the employee's doctor of the nature of the illness and the probable duration thereof, with the approval of the Superintendent. Extended leave may be used only for the illness or injury to the employee himself (herself) and only while in the employ of the Town or District. In order to be eligible to be granted sick leave, the employee must notify the Coordinator of Facilities and Transportation of his/her incapacity on the first day of absence, stating the nature of the sickness or injury, time expected to be incapacitated and when he/she expects to return to work. The Coordinator of Facilities and Transportation may request from the employee his or her doctor's statement concerning the incapacitation, after three (3) consecutive days, or if a pattern of absence emerges, if in the Coordinator's judgment the situation demands such certification. This discretion shall not be unreasonably exercised. Earned sick leave days shall be earned and paid at the rate of hours worked per day.
- (b) Workman's Compensation. Each employee covered under the Workman's Compensation law shall be entitled to the benefits and be subject to the provisions of General Laws, Chapter 152 as amended. Sickness or injury arising out of connection with the service to the school system and for which Workmen's compensation is payable shall be granted the difference between Workmen's Compensation payments and the regular straight time pay.

- (c) Sick leave may be granted for serious illness of the employee's spouse, child, mother or father, or any other person who regularly resides in the employee's home and for whom the employee is responsible.

Article XI

Payment for Excused Absences

- 11.1 (a) All employees who work twenty (20) or more hours per week may receive up to three (3) days excused absence at the employee's regular rate of pay because of the death of a parent, spouse, child, sister, brother, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle.
 - (b) All full-time employees may receive up to three (3) days excused personal absence at the employee's regular daily rate of pay for unforeseen or unusual situation during the year commencing July 1.
 - (c) All other employees who work twenty (20) or more hours per week may receive two (2) days excused personal absence at the employee's regular daily rate of pay during the year commencing July 1.
- 11.2 Jury Duty. The employer agrees to make up the difference in an employee's normal week's income and compensation received for jury duty.
- 11.3 Military Leave. The Committees will comply with all state and federal laws with respect to mandatory military leave of absence. Employees who are required to perform 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. The Committees will make up for the difference between the normal compensation and the military pay.
- 11.4 Miscellaneous. Leaves of absence not to exceed one year may be granted by the Superintendent or designee without pay at the request of the employee. Such leaves may not be used to extend vacations. Leave requests will not be unreasonably denied. Upon return from such leave of absence, all benefits and privileges shall be restored as set forth in this Agreement. Any leave to accept alternative employment in Grades 11 - 15 is limited to the probationary period of the new job or 90 days, whichever is shorter, and requires the Superintendent's permission.

Article XII Committees

- 12.1 Safety. A safety committee composed of two (2) members of the bargaining unit and two (2) representatives of the Committees, one of whom will be chairman, shall meet as needed to review safety priorities. Any safety recommendations to be made by this committee shall be advisory to the School Committees.
- (a) An employee, who believes that required work is a hazard to his or her health or safety or to that of another employee, may refuse to do that work pending resolution by the Safety Committee. No disciplinary action shall be taken against the employee. If the Safety Committee finds that the required work is safe, the employee must perform that work upon the next assignment.
- 12.2 Labor-Management. The Union shall designate a standing committee of three (3) employees of the school systems whose rates and conditions of employment are covered by this Agreement, which committee may, at the request of either party, meet with the Superintendent or his designee from time to time for the purpose of discussing matters coming within, or out of, the scope of this Agreement. Such meetings shall be held at times and places convenient to both parties. The party requesting the meeting shall submit to the other party at the time of the request an agenda of matters to be discussed. There shall be no deduction in pay for Union personnel attending these meetings.
- 12.3 Town Advisory Committee on Insurance. A representative of the bargaining unit shall be granted leave with pay to attend the regular meeting of the Town Advisory Committee on Group Life Insurance and Hospitalization and Surgical Insurance.

Article XIII Hospitalization and Insurance

- 13.1 For all full-time employees and part-time employees whose regularly established work week is twenty (20) hours or more, who are or become members of the existing Blue Cross-Blue Shield Group, or substantially equivalent coverage, the Town and/or the District will pay 85% of the cost of such membership and the employee the other 15%. Coverage includes both individual and family basis. This insurance shall be placed into effect as of the first day of the month following the month of employment. All individuals covered by this contract will pay their health insurance portion by pretax dollars.

If two (2) or more employees of Acton Public Schools and/or Acton-Boxborough Regional Schools belong to a single family unit and are eligible for coverage under the Article, each may at his/her option have his/her entitlement applied to the full cost of a single policy covering said family unit.

13.2 Members of the unit will be eligible for Dental Insurance under the same plan and at the same rate as offered to all other employees.

13.2.1 AFSCME agrees to participate in the Insurance Advisory Committee to discuss health and dental insurance should the Town convene said committee. In the event that an agreement is reached requiring unit members to pay a higher insurance premium contribution, then the Local Union has the right to re-open the contract for the limited purpose of negotiating a salary increase prior to the implementation of any increased insurance premium contribution.

Article XIV Group Life Insurance

14.1 All full-time employees and all part-time employees whose regularly established work week is twenty (20) hours or more, shall be provided with Group Life Insurance coverage not to exceed \$15,000, of which the Town and/or District will pay 50% of the premium and the employee the other 50%. This insurance shall be placed into effect as of the first day of the month following the month of employment.

Article XV Severance Pay

15.1 Upon voluntarily leaving employment with the employer (excludes transfers between the systems or to the town of Acton or Community Education), an employee with five (5) or more years of service shall receive a severance pay equal to fifty (50) dollars for each full year of service. If this occurs after the age of 60, it shall be one hundred (100) dollars for each full year of service.

Article XVI
Miscellaneous

- 16.1 Access to Premises. Only authorized representatives of the Union shall have reasonable access to the Committee's premises during normal daytime business hours for the purposes of conferring with authorized representatives of the Committees or with the employees in connection with the administration of this Agreement. When the representative is seeing employees, he/she shall notify the building principal of his/her arrival. Under no circumstances shall such discussions interfere with the completion of an employee's duties.
- 16.2 Bulletin Boards. The Committees shall provide space on one bulletin board per building for use by the Union.
- 16.3 Transportation. No employee shall be required to transport children or money belonging to the Committees in his own vehicle.
- 16.4 Equipment. The employer agrees to provide all material, equipment and tools required to perform the duties assigned to the employees covered by this Agreement. The head mechanic, plumber and electrician will receive a \$250 annual tool allowance.
- 16.5 (a) Mileage. Employees who use their own vehicles during working hours in the course of their employment will be paid 41¢ per mile.
- (b) Mileage. A sum shall be paid at the first pay period in January of each year to those employees who regularly use their vehicles in their work, namely, the carpenter, plumber, electrician and general maintenance person. The amounts for this contract are:
- | | | |
|----------------|----------------|----------------|
| <u>2005-06</u> | <u>2006-07</u> | <u>2007-08</u> |
| \$1250.00 | \$1250.00 | \$1500.00 |
- 16.6 Summer. Nothing in this Agreement shall be interpreted to exclude the use of summer part-time custodial assistants.
- 16.7 Lack of Work. In the event an employee reports to his/her place of work at his/her regularly scheduled time and is sent home for lack of work, he/she shall be paid for his/her normal daily hours at the rate to which he/she would be entitled for his/her shift.

- 16.8 Assignments. An employee temporarily assigned for one (1) to four (4) days to a higher rated job classification shall receive the rate of pay which is next higher on the replacement grade during the time of this assignment. Vacation or illness replacements of 5 or more consecutive working days for the positions of Junior High and Senior High Head Custodian and Grounds person I shall be paid at the replacement lateral step on the Head Custodian's wage scale.
- 16.9 Use of Facilities. Local #1703 may use school facilities for meetings subject to the Committees' policy on the use of buildings by "school-related activities."
- 16.10 The Committees agree to discuss with the Union any contemplated job reclassifications or school closings.
- 16.11 When a custodian is not regularly scheduled for outside activities (non-school related) and a custodian is brought in, the custodian shall not be required to perform duties except those related to the outside activity. This provision shall not apply in emergency situations.
- 16.12 The building principal shall establish a building policy that persons entering buildings between the hours of 6 p.m. and 6 a.m., except during hours when there are school-related or outside activities scheduled, shall inform the custodian of their presence.
- 16.13 When a custodian is unable to meet his or her shift, and the needs of the school system require that a replacement be brought in (a) for periods up to five (5) days and a minimum of four hours, the replacement shall be drawn from the bargaining unit; (b) for periods longer than five (5) days, the replacement will be drawn from a list of substitutes as determined by the Coordinator of Facilities and Transportation. When it is known that a member will be out five or more days, an outside substitute can be called in immediately, when no member from the bargaining unit is willing or available in such cases a substitute may be assigned.
- 16.14 All custodians and maintenance personnel shall be covered by a liability insurance policy in the amount of \$1,000,000.
- 16.15 An employee who, in the course of employment and through no fault of his or her own, sustains damage or destruction to personal property owned by the employee due to vandalism or theft of such property or as the result of an accident to property necessarily on school property due to the employee's duties, shall be reimbursed 75% of the difference between the fair market value and any insurance settlement.

This section shall not apply to personal means of transportation (car, truck, motorcycle, etc.) except on such days when the employee was able to claim mileage under 16.5 provided the vehicle is parked in a legal parking place or in a place appropriate to work being done by the employee.

- 16.16 An employee who is an authorized delegate to a state or national convention of AFSCME or the AFL-CIO may attend such meetings during working hours. The first such lost day shall be charged to personal days, the next two shall be paid by the employer and any additional necessary days of absence shall be without pay except in so far as the employee has additional personal or vacation days which may be used.
- 16.17 Children of Unit Members
- (a) As a benefit for employees covered by this agreement, the children of unit members may attend schools in the Acton and/or Acton-Boxborough Regional School Systems at no charge provided application is made no later than the annual date of Kindergarten registration.
 - (b) There shall be a maximum limit of one (1) such child per grade level in grade K-8. If more than one (1) child applies for admission, then one (1) shall be selected by lottery administered jointly by the Union and the Administration. If a lottery is required, it shall take place as soon as possible after the above mentioned registration deadline.
 - (c) There shall be a maximum of six (6) such children in grades 9-12. However, the application deadline in Section 16.17 (a) above must be met.
 - (d) If the Acton Public Schools and the Acton-Boxborough Regional School District remain a Choice community, and in the event any provision of the School Choice Law is in conflict with Article 16.17, the parties agree to negotiate a substitute provision which is in compliance with the requirements of such law or regulation.
- 16.18 The Districts will pay the necessary state license renewal costs for: Hoist Engineer, Class C for the Grounds person I; Construction Supervisor for the Carpenter; Plumbing, Heating and Pipe fitting for the Plumber; and Electrical for the Electrician.

Article XVII

No Discrimination

- 17.1 There shall be no discrimination, restraint or coercion by either of the Committees or the Union against any employee because of membership or non-membership in the Union

or participation in its affairs or because of an employee's race, color, creed, national origin, age, sex, sexual orientation, marital status or the lawful exercise by an employee of political activity outside of school.

Article XVIII Rights of Committee

- 18.1 Except as specifically provided otherwise in this Agreement, the employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of School Committees as provided for under the applicable statutes. The Committees reserve and retain all powers, authority and prerogatives without limitation including the exclusive right to issue rules and regulations governing the conduct of the department, provided that such rules and regulations are not inconsistent with the expressed provisions of this Agreement.

Article XIX Annual Evaluation

- 19.1 A copy of any written statement or report which is of critical or unsatisfactory nature concerning an employee made by a member of management or 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 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 to sign 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 it is available thereafter. The individual may request a copy of the report and one will be made and given to the employee. In addition, an employee shall, upon request, be given a copy of any written notice of a verbal warning.
- 19.2 No action shall be taken by the employer based solely on such statement or report unless it appears in the file that in accordance with the above procedure, the employee read or had the opportunity to read the statement or report, provided however that such record may be retained in the file and may be considered in any subsequent action if the record then shows that the employee has read the report.

- 19.3 The employee shall be permitted to make a written rebuttal or explanation as to any such report and the employee's written statement shall be filed with the related record. The employee's rebuttal shall not be so filed if it contains critical remarks about any other individual or individuals.
- 19.4 An employee who is not recommended for a step raise must be notified in writing of the reason by the Superintendent; within ten (10) days of notification, the employee may resort to the grievance procedure.
- 19.5 The evaluation form added as Appendix C shall be the form used for annual evaluations.

Senior custodian will only evaluate during an employee's probationary period.

Section of the evaluation form that states "Recommendation for Continued Employment" shall be for probationary employees only.

Article XX Date Effective

- 20.1 This Agreement shall become effective as of the first day of July, 2005, and remain in full force and effect until June 30, 2008.
- 20.2 Both parties agree to be bound by the terms and conditions of this Agreement during the period between the date of expiration and the date of execution of a new Agreement. This shall not apply to step increases. These shall not be paid from the end of a contract until a new contract is actually signed. Payment then shall depend upon the terms of the new contract.

Article XXI Stability of Agreement

During the term of this Agreement, the provisions of Chapter 150E, Section 9A(a) and Section 15, as set forth in chapter 1078 of the Acts of 1973 shall be applicable.

Article XXII

Subcontract Work

The Committees will not sub-contract work that would normally be done by an employee of the bargaining unit, when any such employee in that job category is in a lay-off status.

The Administration will refer to the over-time list before using prisoners from MCI to do work generally performed by members of the custodial union.

When no employee in job categories 6 and 8 is on lay-off, the Committees can transfer workers from a school to other positions in order to open up an elementary school for sub-contract* (See Side Agreement #3). During the three-year period July 1, 1993 to June 30, 1996, no more than two elementary schools will be sub-contracted. When an opening occurs in an elementary school, that school will be the one sub-contracted. If the opening occurs in the Regional Schools, the opening will first be posted as an opening to which unit members may request a transfer, so long as any requesting custodian has more seniority than the least senior lead custodian in the elementary schools. When there is a "net" opening the least senior lead custodian will be transferred to the open position (and have his/her salary "red circled" through June 30, 1996) OR he/she may transfer to any grade 6 position which is filled by a person with less than eight years seniority (at the appropriate grade 6 rate). Individuals working extra hours at the sub-contracted site will be shifted to other assignments.

Article XXIII

Course Reimbursement

Custodians and maintenance personnel shall be encouraged to improve their knowledge and skills through participation in job-related courses and training programs. The School Committees shall reimburse employees for tuition charges up to a maximum of \$300 per year for elected courses. Full reimbursement shall be provided for courses which are recommended or required.

In order to qualify for reimbursement, the following conditions must be met:

1. prior approval of administration;
2. receipt for tuition payment;
3. evidence of satisfactory (a grade of C- or better) completion of course;
4. continuation of employment for six months after completion of course.

Appendix A

CUSTODIAL PAY GRADES

July 1, 2005 - June 30, 2008

<u>Position</u>	<u>Grade</u>
Custodian	6
Matron	6
Lead Custodian	8
Grounds person II	10
General Maintenance	11
Grounds person I	12
Head Custodian JHS	12
Head Custodian SHS	14
Carpenter	15
Electrician	15
Mechanic	15
Plumber	15

Appendix B

2005-06
(2% over 2004-05)

GRADE	A	B	C	D	E	F
5	\$15.19	\$15.91	\$16.50	\$16.69	\$17.72	\$18.30
6	\$15.58	\$16.28	\$16.87	\$17.25	\$18.07	\$18.65
7	\$16.45	\$17.24	\$17.81	\$18.07	\$19.11	\$19.70
8	\$17.09	\$17.80	\$18.52	\$19.26	\$19.73	\$20.32
9	\$17.78	\$18.38	\$19.39	\$19.79	\$20.75	\$21.34
10	\$18.44	\$18.93	\$20.15	\$20.58	\$21.56	\$22.16
11	\$19.11	\$20.01	\$20.92	\$21.37	\$22.42	\$23.01
12	\$20.42	\$21.43	\$22.37	\$22.80	\$23.92	\$24.50
13	\$21.13	\$22.12	\$23.11	\$23.57	\$24.69	\$25.29
14	\$21.87	\$22.86	\$23.81	\$24.34	\$25.49	\$26.07
15	\$22.42	\$23.46	\$24.42	\$24.88	\$26.08	\$26.67

Part-time Custodians: Part-time custodians shall receive \$12.25 per hour.

Shift Premiums: A second (2nd) shift premium of 8% and third (3rd) shift premium of 10% shall be paid.

Pool Custodian: \$.24 per hour will be added to the appropriate hourly rate of the pool custodian. Stipend of \$250 for pool custodian and head custodian who hold appropriate pool chemical license.

Grounds Person I and II: These positions are contingent upon the individuals in those positions holding Hoisting and Pesticide licenses. Newly appointed individuals will be granted 90 days to obtain the licenses.

Anniversary Dates: Individuals shall be eligible to move across columns on beginning their 13th, 25th, 37th and 49th months.

Longevity: In January following the calendar years in which individuals complete their 4th year of employment, they shall receive a \$550 longevity payment. In January following the calendar years in which individuals complete their 9th year of employment, they shall receive a \$650 longevity payment. In January following the calendar years in which individuals complete their 14th year of employment, they shall receive a \$750 payment.

Appendix B

2006-07
(2.5% over 2005-06)

GRADE	A	B	C	D	E	F
5	\$15.57	\$16.31	\$16.91	\$17.11	\$18.16	\$18.76
6	\$15.97	\$16.69	\$17.29	\$17.68	\$18.52	\$19.12
7	\$16.86	\$17.67	\$18.26	\$18.52	\$19.59	\$20.19
8	\$17.52	\$18.25	\$18.98	\$19.74	\$20.22	\$20.83
9	\$18.22	\$18.84	\$19.87	\$20.28	\$21.27	\$21.87
10	\$18.90	\$19.40	\$20.65	\$21.09	\$22.10	\$22.71
11	\$19.59	\$20.51	\$21.44	\$21.90	\$22.98	\$23.59
12	\$20.93	\$21.97	\$22.93	\$23.37	\$24.52	\$25.11
13	\$21.66	\$22.67	\$23.69	\$24.16	\$25.31	\$25.92
14	\$22.42	\$23.43	\$24.41	\$24.95	\$26.13	\$26.72
15	\$22.98	\$24.05	\$25.03	\$25.50	\$26.73	\$27.34

Part-time Custodians: Part-time custodians shall receive \$12.25 per hour.

Shift Premiums: A second (2nd) shift premium of 8% and third (3rd) shift premium of 10% shall be paid.

Pool Custodian: \$.24 per hour will be added to the appropriate hourly rate of the pool custodian. Stipend of \$250 for pool custodian and head custodian who hold appropriate pool chemical license.

Grounds Person I and II: These positions are contingent upon the individuals in those positions holding Hoisting and Pesticide licenses. Newly appointed individuals will be granted 90 days to obtain the licenses.

Anniversary Dates: Individuals shall be eligible to move across columns on beginning their 13th, 25th, 37th and 49th months.

Longevity: In January following the calendar years in which individuals complete their 4th year of employment, they shall receive a \$550 longevity payment. In January following the calendar years in which individuals complete their 9th year of employment, they shall receive a \$650 longevity payment. In January following the calendar years in which individuals complete their 14th year of employment, they shall receive a \$750 payment.

Appendix B

2007-08
(2.75% OVER 2006-07)

GRADE	A	B	C	D	E	F
5	\$16.00	\$16.76	\$17.38	\$17.58	\$18.66	\$19.28
6	\$16.41	\$17.15	\$17.77	\$18.17	\$19.03	\$19.65
7	\$17.32	\$18.16	\$18.76	\$19.03	\$20.13	\$20.75
8	\$18.00	\$18.75	\$19.50	\$20.28	\$20.78	\$21.40
9	\$18.72	\$19.36	\$20.42	\$20.84	\$21.85	\$22.47
10	\$19.42	\$19.93	\$21.22	\$21.67	\$22.71	\$23.33
11	\$20.13	\$21.07	\$22.03	\$22.50	\$23.61	\$24.24
12	\$21.51	\$22.57	\$23.56	\$24.01	\$25.19	\$25.80
13	\$22.26	\$23.29	\$24.34	\$24.82	\$26.01	\$26.63
14	\$23.04	\$24.07	\$25.08	\$25.64	\$26.85	\$27.45
15	\$23.61	\$24.71	\$25.72	\$26.20	\$27.47	\$28.09

Part-time Custodians: Part-time custodians shall receive \$12.50 per hour.

Shift Premiums: A second (2nd) shift premium of 8% and third (3rd) shift premium of 10% shall be paid.

Pool Custodian: \$.24 per hour will be added to the appropriate hourly rate of the pool custodian. Stipend of \$250 for pool custodian and head custodian who hold appropriate pool chemical license.

Grounds Person I and II: These positions are contingent upon the individuals in those positions holding Hoisting and Pesticide licenses. Newly appointed individuals will be granted 90 days to obtain the licenses.

Anniversary Dates: Individuals shall be eligible to move across columns on beginning their 13th, 25th, 37th and 49th months.

Longevity: In January following the calendar years in which individuals complete their 4th year of employment, they shall receive a \$550 longevity payment. In January following the calendar years in which individuals complete their 9th year of employment, they shall receive a \$650 longevity payment. In January following the calendar years in which individuals complete their 14th year of employment, they shall receive a \$750 payment.

Appendix C

ACTON PUBLIC SCHOOLS ACTON-BOXBOROUGH REGIONAL SCHOOLS Employee Evaluation/Progress Report Custodial and/or Maintenance Personnel (Probationary)

Note: This evaluation form must be completed by the immediate supervisor. The evaluator must use ink and all spaces must be completed with either the appropriate grade or by using "N/A".

Name: _____ Date: _____

Building: _____ Dept: _____ Position: _____

Date of Employment: _____ Length of time in assigned work area: _____

Above
Average Average Marginal Unacceptable

1. Cooperation _____
2. Quality of Work _____
3. Performance of assigned duties _____
4. Completion of duties on time _____
5. Promptness _____
6. Reliability _____
7. Relationship to public _____
8. Relationship to staff _____
9. Working knowledge of technical skills _____
10. Use of time in an efficient and productive manner _____
11. Adherence to and implementation of departmental policies _____
12. Attitude _____
13. Appearance _____

What is your overall opinion of this employee's work?

Outstanding _____ Very Good _____ Good _____ Fair _____

Poor _____ Unsatisfactory _____

Additional comments pertaining to performance of duties and responsibilities.

Recommendation for continued employment:

_____ strongly recommended _____ recommended _____ not recommended

Evaluator's signature _____

Employee's signature _____ *

** *Signature of employee does not necessarily mean that he/she agrees with the evaluation.*

Employee Response:

Original: Assistant Superintendent/Personnel
Copy: Immediate Supervisor
Copy: Evaluated Employee

Copy: Coordinator of Facilities
Copy: Assistant Superintendent/Business
Copy: Building Administrator

Appendix C

ACTON PUBLIC SCHOOLS ACTON-BOXBOROUGH REGIONAL SCHOOLS Employee Evaluation/Progress Report Custodial and/or Maintenance Personnel (Non-Probationary)

Note: This evaluation form must be completed by the immediate supervisor. The evaluator must use ink and all spaces must be completed with either the appropriate grade or by using "N/A".

Name: _____ Date: _____

Building: _____ Dept: _____ Position: _____

Date of Employment: _____ Length of time in assigned work area: _____

Above
Average Average Marginal Unacceptable

1. Cooperation _____
2. Quality of Work _____
3. Performance of assigned duties _____
4. Completion of duties on time _____
5. Promptness _____
6. Reliability _____
7. Relationship to public _____
8. Relationship to staff _____
9. Working knowledge of technical skills _____
10. Use of time in an efficient and productive manner _____
11. Adherence to and implementation of departmental policies _____
12. Attitude _____
13. Appearance _____

What is your overall opinion of this employee's work?

Outstanding _____ Very Good _____ Good _____ Fair _____

Poor _____ Unsatisfactory _____

Additional comments pertaining to performance of duties and responsibilities.

Evaluator's signature _____

Employee's signature _____*

*** Signature of employee does not necessarily mean that he/she agrees with the evaluation.*

Employee Response:

Original: Assistant Superintendent/Personnel
Copy: Immediate Supervisor
Copy: Evaluated Employee

Copy: Coordinator of Facilities
Copy: Assistant Superintendent/Business
Copy: Building Administrator

Signature Page

This contract shall remain in full force and effect until June 30, 2008 and from year to year thereafter unless either party notifies the other party prior to November 1, 2007 or any October 1 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.

The AGREEMENT entered into this 30th day of June, 2005.

For the Acton-Boxborough Regional
and Town of Acton School Committees:

For the AFSCME Staff and Local:

Marie Altieri
Acton Public Schools

Robert Daley
Chapter Chairman

Michael Coppolino
Acton-Boxborough Regional Schools

Ronald Beaudoin
Vice Chairman

Andrew Rourke
AFSCME Representative

SIDE LETTER OF AGREEMENT #3

ACTON PUBLIC
AND
ACTON BOXBOROUGH REGIONAL
SCHOOL COMMITTEES

AND

AFSCME
LOCAL #1703

Effective July 1, 1994, the current regional school custodian's position which has been reduced from 40 hours a week to 32 hours a week will be increased to 40 hours a week.

The MCI crew is available to support custodial and maintenance services. Work performed by members of the crew will not be used as a basis for reduction in positions covered by the union.

When custodial work is sub-contracted it will be to a separate enterprise. That enterprise for a fee will be responsible for all normal custodial duties in the building including building checks and any overtime associated with extra activities, sick time, vacations, and evening and weekend activities. In the rare event that bargaining unit custodial personnel are dispatched to the school they will be paid at the appropriate rate under their contract.

Maintenance work in the sub-contracted schools will continue to be done by bargaining unit personnel under contractual terms.