

# Maynard AFSCME Custodial Union

## Collective Bargaining Agreement



July 1, 2016 to June 30, 2019

between

Maynard School Committee

and

Local 1703, State Council #93

American Federation of State, County and Municipal Employees

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## **ARTICLE 1: AGREEMENT**

This agreement is effective July 1, 2016 until June 30, 2019 and is entered into by the Town of Maynard School Department, hereinafter referred to as the Committee, and Local 1703, State Council 93, American Federation of State, County and Municipal Employees, AFL/CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work and conditions of employment. The Town and Schools agree to jointly manage the members of this bargaining group. The Town, through its Facilities Department and Facilities Manager, will be the primary supervisor, with building staff, including principals, providing additional supervisory roles from time to time. The Facilities Manager will lead hiring with the building manager (principal, town department head) or designee of the building where the vacancy exists, in compliance with Town and School hiring practices. A member of the AFSCME Union may be part of the interview process. As of the signing of this agreement, the School Department is the primary funding resource, they will continue providing authorization for final agreements and advice on whether to pursue arbitration or settle disagreements in house.

## **ARTICLE 2: RECOGNITION**

The Committee recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of establishing wages, salaries, hours and other conditions of employment for a unit of all full-time and regular part time custodians, including the Head Custodian and Lead Custodians of the Maynard Public Schools, and excluding all confidential and managerial employees and all other employees of the Committee.

## **ARTICLE 3: RIGHTS OF THE COMMITTEE**

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the School Committee retains and reserves all statutory, customary and usual rights, powers, functions and authority of an Employer to manage and direct its working forces including, without limiting the generality of the foregoing, the right to make reasonable rules to assure orderly and effective work, the right to hire, transfer (provided such transfers are not arbitrary or capricious), assign and retain Employees and to relieve Employees from duties because of lack of work, consolidations of positions or for other legitimate reasons, to maintain the efficiency of its operations, to determine the methods, means, and personnel by which such operations are to be conducted, and to take whatever actions may be necessary to carry out the work of the Committee for the public benefit so long as such actions does not directly conflict with an express and specific provision of this Agreement or derogate from its non-delegable statutory responsibilities. The exercise of rights pursuant to this Article shall not be subject to the arbitration provisions of this Agreement.

## **ARTICLE 4: NON-DISCRIMINATION**

### **SECTION 1**

There shall be no discrimination, restraint, or coercion by the Committee or the Union against any Employee covered by this Agreement because of membership or non-membership in the Union or participation or non-participation in its activities.

### **SECTION 2**

AFSCME, Council 93, Local 1703, AFL-CIO and the Town and Maynard School Department Employees covered by this Agreement, pledge to assist the Town and Maynard School Committee in insuring that there shall be no discrimination in all phases of employment with respect to race, color, national origin, religion, age, ancestry, sex, or handicap, unless based upon a bona fide occupational qualification.

## **ARTICLE 5: GRIEVANCE PROCEDURE**

### **SECTION 1**

A grievance shall be defined as an alleged violation of the specific terms and/or provisions of this Agreement, or any dispute over the interpretation, meaning, or application of the specific terms and/or provisions of this Agreement.

### **SECTION 2**

Failure at any step of the procedure to communicate the decision of a grievance within the specified time limits shall permit the grievance to proceed to the next step. The time limits specified may be extended by mutual written agreement of the parties.

### **SECTION 3**

If at the end of ten (10) working days following the occurrence of any grievance, the grievance shall not have been presented as outlined in Step 1, the grievance shall be deemed to have been waived.

#### **STEP 1**

The aggrieved Employee shall present the grievance in writing and shall meet with the Employee's immediate supervisor within ten (10) working days of the occurrence of the grievance. The grievance should indicate the pertinent facts of the alleged grievance, date, time, those involved, etc., and the contract section violated. The immediate supervisor shall provide a written resolution to the employee within five (5) working days.

#### **STEP 2**

If the grievance has not been resolved by the immediate supervisor within five (5) working days of the written presentation of the grievance, the Employee, within five (5) working days of receipt of the immediate supervisors written decision, may file with the Facilities Manager or designee a written statement signed by both the aggrieved Employee and the Union Steward or representative. The Facilities Manager or designee shall within five (5) working days of the receipt of the grievance, meet with the Employee and the Union Steward or representative in an effort to settle the grievance.

#### **STEP 3**

If the grievance remains unresolved, or if the Facilities Manager or designee fails to respond in writing to the unadjusted grievance within five (5) working days after the presentation to the Facilities Manager or designee, the Union Steward or Representative may present such grievance to the Superintendent or designee within five (5) working days. The Superintendent shall meet with the employee within ten (10) working days and provide a written response within ten (10) days of that meeting.

#### **STEP 4**

If the grievance is still unsettled, either party within fifteen (15) working days after the reply of the Superintendent or designee, may, by written notice to the other party, request arbitration.

## **ARTICLE 6: ARBITRATION**

### **SECTION 1**

In the event either party elects to submit a grievance to arbitration, the arbitration proceeding shall be conducted by the American Arbitration Association, pursuant to its Voluntary Labor Arbitration Rules.

## **SECTION 2**

Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and presentation of its own case. The fees and expenses (if any) of the arbitrator and the American Arbitration Association shall be shared equally by the parties. In no event shall any present or future member of the Committee or the Union have any personal obligation for any payment under any provision of this Agreement.

## **SECTION 3**

If either party desires a verbatim record of the proceeding said party may cause such a record to be made. Said party shall pay for the record and make copies available without charge to the other party and to the arbitrator.

## **SECTION 4**

The parties shall request the arbitrator to issue his decision within thirty (30) days after the conclusion of testimony and the submission of briefs.

## **SECTION 5**

Notwithstanding any contrary provisions, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific term or provision of this Agreement. The arbitrator will be without power or authority to alter, add to, or detract from the provisions of this Agreement or to make a decision which involves any matter wherein the Committee's decision is final and binding under the terms of this Agreement or by law.

In addition, the arbitrator will be without power or authority to render a decision which:

- a) Is inconsistent with the statutory and decisional laws of the Commonwealth of Massachusetts or of the United States; or
- b) involves an incident which occurred or failed to occur prior to the execution of this Agreement; or
- c) orders a remedy to be effective more than five (5) working days prior to the filing of the written grievance concerned.

## **SECTION 6**

Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and Union and shall be final and binding upon the Committee, the Union and the Employee(s) who initiated the grievance.

## **ARTICLE 7: JOB POSTING AND BIDDING**

### **SECTION 1**

When a vacancy occurs in a position covered by this Agreement and the Facilities Manager intends to fill such vacancy, such vacancy shall be posted in a conspicuous place at all of the schools, the central administration building, and the Town Hall for a period of five (5) working days listing the rate of compensation, duties, work location, hours of work and qualifications. Employees interested shall apply in writing within the five (5) working day period.

### **SECTION 2**

When filling vacancies, the Facilities Manager will give consideration to length of service, skill, competence, ability and other relevant factors of all candidates without arbitrary or capricious decision. If above factors are equal in the judgment of the Facilities Manager, members of the bargaining unit will receive preference.

### **SECTION 3**

Nothing in this Agreement shall prevent the Facilities Manager from making temporary until positions can be filled with permanent appointments as provided in this Agreement. Whenever possible and practicable, all permanent appointments shall be made within thirty (30) working days exclusive of vacation, from the date on which the posting period expires.

In the event an Employee temporarily appointed subsequently becomes permanently appointed to the same or any other position, that Employee's seniority shall begin as of the first day of actual employment in the temporary position(s), provided all such temporary service prior to permanent appointment is continuous.

#### **SECTION 4**

Nothing in this Agreement shall preclude the Facilities Manager from hiring more qualified applicants from outside the bargaining unit, provided the Principal/Superintendent has first determined that no applicant from within the bargaining unit has qualifications equal to that of the outside applicant(s) pursuant to Section 2 above.

### **ARTICLE 8: SENIORITY**

Seniority, within similar job classifications of this bargaining unit, will be considered as the length of an employee's continuous service in the Town of Maynard, whether as an employee assigned to the School Department or to the Town. Seniority shall not be broken by vacation time, sick time, injury time, temporary layoff for less than three (3) months, authorized leave of absence for less than three (3) months or any call to military service for the duration of such call.

Qualifications will be given first consideration in all cases of promotion, transfer or inter-department assignment of shift work, except in the event of layoff or decrease of work force. In the event individuals considered for promotion, transfer or inter-departmental assignment are of equal qualifications, seniority will be used to determine such promotion, transfer or inter-departmental assignment of work.

In the event of a layoff or decrease in work force, seniority within similar job classifications shall be the deciding factor. Any employees laid off shall have the right to bump other employees in the same department having less seniority so long as the senior employee has the qualifications necessary to perform the position. The most senior employee in a given department shall be recalled first so long as that employee has the qualifications necessary for the position being recalled.

An employee will forfeit his right to seniority if any one of the following conditions occurs:

1. If the employee quits or resigns his/her position.
2. If the employee is discharged, is terminated from his employment, or retires from his/her position.
3. a. If the employee is absent from his/her position for five (5) consecutive working days without notifying the Town of his/her absence.  
b. If the employee is absent with notification to the Town and if the reason for the absence is determined to be inadequate.
4. If the employee fails to report for work at the expiration of an approved leave of absence.
5. An absence from work, for any reason other than military leave or work related injury, exceeding one hundred and fifty (150) days, causes an employee to stop accruing seniority until their return to work. Seniority accrual will stop at day 150 for the purpose of calculating time.
6. All employees shall retain seniority rights upon return to work from vacation leave, authorized leave of absence or any other authorized leave up to one hundred and fifty (150) days and authorized medical leave of up to one year if the following criteria is met:
  - a. The employee shall not accept other employment while on medical leave of absence.
  - b. If the person on leave accepts another position, the employer should be notified.

- c. The termination of such leave will be at the discretion of the employer providing that such discretion shall not be unreasonably exercised.
- d. A doctor's report that determines a person is physically fit to return to work should be submitted before said person returns to his/her position.

## **ARTICLE 9: PROBATIONARY PERIOD**

New Employees shall be considered probationary Employees until they have completed a maximum of ninety (90) work days of continuous service with the Committee. The seniority of a probationary Employee who receives a regular appointment shall date from his initial date of hire. The Union recognizes the Employer's right to dismiss a probationary Employee for any reason and agrees that such dismissals shall not be subject to the grievance and arbitration provisions of this Agreement.

The Facilities Manager may extend the probationary period for an additional period of time, not to exceed ninety (90) days. The extension, in writing, will include a performance improvement plan in order to provide a new employee the opportunity to reach the expected performance level.

## **ARTICLE 10 DISCIPLINE AND DISCHARGE**

No Employee covered by this Agreement shall, after having been employed continuously for a period of ninety (90) work days or more, be suspended, demoted or discharged except for just cause and until said Employee has been given the reason(s) in writing for any contemplated action. In the event of a proposed discharge, the steps to be followed are those set forth in M.G.L. 71:42d.

## **ARTICLE 11: HOURS OF WORK AND OVERTIME**

### **SECTION 1**

With the following exceptions, it is the intent of this agreement that overtime shall be provided in accordance with the Federal Fair Labor Standards Act, which shall prevail in resolving conflicts regarding overtime issues. Hours worked in excess of eight (8) per day will be paid at one and one-half the normal rate. Overtime is performed after the normal workday. All mandatory overtime will be paid at one and one-half the normal rate.

In determining the rate of compensation related to elective overtime, all authorized paid leave shall be considered as time actually worked. When an Employee is sick, other Custodians will cover the duties of the absent Custodian as part of their normal work schedule. For an absence of one (1) to twenty (20) workdays, the normal overtime rotation will be used. If an Employee is absent for more than twenty (20) consecutive workdays, the vacancy provisions of Article 7 will apply.

### **SECTION 2**

No overtime shall be worked or paid unless it is approved in advance by the Facilities Manager or his/her designee.

### **SECTION 3**

The normal workweek of all Employees shall consist of forty (40) hours of five (5) consecutive days. The normal workday shall consist of eight (8) hours within a twenty-four (24) hour period beginning with the time that an Employee shall be scheduled to work a shift with regular starting

and quitting times. The normal hours of work each day shall be consecutive except for interruption for a thirty (30) minute paid lunch period.

Except in emergency situations, work schedules shall not be changed unless and until the Committee consults with the Union. The normal workweek and normal daily work schedules shall be as follows:

For school buildings, Monday through Friday, 5 am to 1 pm, 6 am to 2 pm, 10 am to 6 pm, 12 noon to 8 pm, 1 pm to 9 pm, 2 pm to 10 pm. One-half hour (1/2) paid lunch.

At Town buildings, the hours are currently Monday, Wednesday, Thursday 7 am - 4 pm, Tuesdays 7 am until 7 pm, Friday 7 am until 12 noon. No OT for extra time on Tuesday, one (1) hour unpaid lunch daily.

#### **SECTION 4**

Employees shall be paid overtime at the rate of time and one-half their regular rate of pay for all work performed in excess of forty (40) hours in any workweek or in excess of eight (8) hours in one (1) day. There shall be no duplication or pyramiding of overtime payments.

#### **SECTION 5**

In so far as practicable, the Facilities Manager shall distribute all scheduled overtime throughout the district equally among all Employees in the district who are qualified to perform that work. An Employee who is unavailable for overtime work shall be treated as if he had worked such overtime for the purpose of equal distribution.

Employees will be provided training for systems, in particular the Energy Management System, to ensure that each employee is qualified to be assigned specific overtime opportunities.

#### **SECTION 6**

Any Employee called back to work on the same day after having completed his assigned work and left his place of employment before his next regularly scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on call back with a minimum of three (3) hours pay at time and one-half. Custodians who are called and required to be at their buildings for emergencies on weekends or nights shall be guaranteed a minimum of three (3) hours pay at time and one-half.

#### **SECTION 7**

An Employee who is temporarily assigned to a higher classification for more than fifteen (15) consecutive days shall, on the sixteenth (16th) day and thereafter during the remaining period of such temporary service, receive the rate of pay of the higher classification.

#### **SECTION 8**

Summer and school vacation shifts may be modified with permission of the Facilities Manager so long as seasonal operational needs of all Town and School buildings can be met. The buildings will be open from 6 am to 6 pm. At least one custodian must cover a shift that is scheduled until 6 pm. If no member chooses that shift, the least senior member of that building will be required to work that shift. This rule applies to the school buildings and staff assigned to them only.



## **ARTICLE 12: SICK LEAVE**

### **SECTION 1**

All full-time Employees shall accrue sick leave at the rate of fifteen (15) days per fiscal year without loss of pay for absence caused by illness or injury. Accrual of sick leave will commence upon successful completion of the probationary period and shall be retroactive to the first day of employment. Sick leave not used in the year of service for which it is granted shall be accumulated from year to year without limit. Part-time Employees shall receive sick leave and sick leave accumulation on a pro-rata basis.

### **SECTION 2**

Sick leave may be used in hour for hour increments due to personal illness or injury. Up to five (5) days of sick leave may be used each year for the purpose of attending to ill immediate family members. "Immediate family" is defined in Article 17.

### **SECTION 3**

Any Employee who by reason of an industrial accident receives statutory compensation pursuant to Worker's Compensation Act may elect to be paid his full salary (less the amount of any Worker's Compensation award made for temporary disability due to such injury) to the extent of the Employee's available accumulated sick leave pursuant to Chapter 152, Section 69 of the General Laws of the Commonwealth of Massachusetts. However, in no event shall the use of supplementary sick leave result in the Employee receiving after tax compensation in an amount greater than that received in his/her normal pay.

### **SECTION 4**

When circumstances reasonably warrant the same, the Facilities Manager may require an Employee to produce a medical certification of disability or illness from a regularly licensed and practicing physician of the Superintendent's choice indicating the dates of disability or illness together with appropriate medical evidence; in such event, the Committee shall pay the costs of the examination. In cases where there has been an absence of more than three (3) consecutive days, the Facilities Manager, or his/her designee, may require a physician's certificate as to the necessity of the absence by the Employee involved.

### **SECTION 5**

Sick leave not used prior to the termination of an Employee's service shall lapse and said Employee shall not be entitled to any compensation in lieu thereof. Employees shall, upon voluntary or compulsory retirement under the Retirement Law, or upon death, be paid as part of his/her termination pay, at a rate of fifty percent (50%) per hour of the rate they are earning at time of termination and up to a maximum of 800 hours of accumulated sick time.

Employees hired after the July 1, 2016 effective date of this agreement shall be entitled to sick leave buy-back, if otherwise eligible under this section, at a rate of 25% per hour of the rate they are earning at time of termination and up to a maximum of 800 hours of accumulated sick time.

## **ARTICLE 13: PERSONAL DAYS**

### **SECTION 1**

As the personal time accruals are different for the current Town and School employees, the following will apply to each employee depending on their current work assignment (town or school).

Current Town employees will continue to accrue holiday time in accordance with the current personal time schedule in the Town of Maynard AFSCME Clerical Union Contract, Article 15:

*Such personal leave shall not exceed four (4) days, at his/her normal rate.*

Current School Custodians may obtain up to two (2) days of personal leave per fiscal year for the purpose of transacting imperative legal business, household or family matters which are impossible to transact during non-school hours, or outside the Custodian's normal workday. Such personal days shall not be cumulative. An Employee will be awarded one (1) additional personal day if said Employee has taken five (5) or fewer sick days in the prior year.

New hires beginning on or after July 1, 2016, for either the Town or Schools, will earn time in accordance with the then current school personal time schedule contained in this agreement.

## **SECTION 2**

Application for such leave must be made in writing to the Facilities Manager as early as possible and, except in the case of an emergency, not less than one week in advance in order to assure adequate coverage.

## **ARTICLE 14: HOLIDAYS**

### **SECTION 1**

As the holiday accruals are different for the current Town and School employees, the following will apply to each employee depending on their current work assignment (town or school).

School employees will continue to accrue holiday time in accordance with the current school holiday schedule.

Current Town employees will continue to accrue holiday time in accordance with the current Town Hall holiday schedule in the Town of Maynard AFSCME Clerical Union Contract:

*The following days shall be paid time off (straight time): New Year's Day; Martin Luther King Jr. Day, Presidents' Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, one half day on Christmas Eve Day, and Christmas Day. Whenever a holiday listed above, falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays, listed above, fall on Sunday, the succeeding Monday shall be observed as the holiday.*

*An employee required to work on a holiday shall receive, in addition to his regular pay, time and one/half. A minimum call back of three hours will be paid. Any time worked beyond three hours, shall be paid time and one half for actual hours worked.*

New hires beginning on or after July 1, 2016, for either the Town or Schools, will earn time in accordance with the then current school holiday schedule.

### **SECTION 2**

The School Committee shall establish a holiday calendar no later than July 1 prior to the calendar year in which the holidays occur. In the event that July 1 occurs prior to ratification of this contract, the School Committee shall establish the holiday calendar for the next calendar year within thirty (30) days of its ratification.

### **SECTION 3**

In the event that operation of the school requires the Employee to work on a designated holiday, regardless of whether or not school is in session, that Employee shall be afforded an alternate paid day off at a mutually agreed upon date during the period starting 30 days before and ending 30 days after said holiday.

## **ARTICLE 15: VACATION LEAVE**

### **SECTION 1**

Vacation accrues monthly based on the annual allotment shown below. Eligibility shall be computed as of July 1 for all permanent full time Custodians as follows:

one (1) to sixty (60) months	10 days per year
sixty-one (61) to one hundred twenty months (120)	15 days per year
more than one hundred twenty months (120)	20 days per year

### **SECTION 2**

Employees covered by this Agreement who work less than a full calendar year shall receive a pro-rated number of vacation days based upon the number of months and hours worked during the year according to the rates established in Section 1.

Pro-rated time shall be Annual hours awarded / 12 months \* Months employed. For partial months, divide monthly accrual of hours / 4 weeks and multiply by weeks employed. Add two results together (if necessary) and round up to nearest half hour.

Example: Employee hired on October 15<sup>th</sup> gets  $(80/12)*9 + (6.66/4)*2 = 63.33$  round up to 63.5 hours accrued annually.

### **SECTION 3**

Up to one year of annual accrued vacation time may be rolled over into a new fiscal year. Exceptions above that may be approved on a case-by-case basis.

*Explanatory note to be deleted from subsequent contracts:* Rollover capped at one year of annual accrual beginning June 30, 2017. Between signing of this agreement and then, employees may use the accrued vacation until below the maximum rollovers. Any amount above the rollover limit will be bought by the School on or before June 30, 2017 (first payroll after that date). Thereafter, a one-year accrual cap on rollover time will be enforced.

### **SECTION 4**

Employees shall submit vacation requests in writing to building Lead Custodian and the Facilities Manager at least five business days in advance of the request, whenever possible. The Facilities Manager will solicit vacation requests by seniority, twice per year, on November 1 and May 1 for the subsequent six-month period. The Facilities Manager may reject requests, in whole or in part, if approving them will create staffing inequities. Approvals will be based on operational needs and then seniority.

## **ARTICLE 16: BEREAVEMENT LEAVE**

In the event of the death of an employee's father, mother, child, wife, husband, brother, sister, grandmother, grandfather, father-in-law, mother-in-law or grandchild the employees will be granted at his/her request, reasonable time off with pay as a bereavement leave at his/her regular rate for hours lost from his/her regular schedule on any of the days prior to the funeral, the day of the funeral and the days after the funeral, with a maximum of five (5) days of compensation. For special circumstances owing to the transportation requirements, the time may extend beyond the date of the funeral.

Two days of paid leave may be granted to an employee for attendance at the funeral of a sister-in-law, brother-in-law, stepparent, stepchild, aunt, uncle, grandmother-in-law, grandfather-in-law or step-grandchild.

## **ARTICLE 17: JURY DUTY**

An Employee called to jury duty shall be compensated in accordance with the requirements of Massachusetts General Laws, Chapter 234A. The Employee should notify the Administration as soon as possible after receiving a summons calling him or her to jury duty. The Employee must submit a copy of the service certificate provided by the court after the completion of jury duty in order to receive compensation for days of jury service.

## **ARTICLE 18: HEALTH INSURANCE**

All Employees covered by this Agreement shall be entitled to receive the health insurance benefits pursuant to Massachusetts General Laws, Ch. 328 and in accordance with the terms and conditions of the applicable group insurance contract between the Town of Maynard and its insurance carrier.

Opt-out provision: Effective July 1, 2016 or upon the signing of this agreement, whichever comes first, eligibility for the health plan opt-out stipend is available to any employee who has been continuously on the Town's health insurance since July 1, 2014. Employees hired since July 1, 2014 must be on the Town's health insurance for at least 24 consecutive months prior to applying for the opt-out provision.

Employees applying for the opt-out provision will receive \$1500 per fiscal year if opting out of an individual plan and \$3000 per fiscal year if opting out of a family plan. To qualify, an employee must provide proof, annually, that they have insurance coverage from another source. Employee's may re-join the health insurance program due to a qualifying event (refer to Town insurance provider and IRS regulations regarding what constitutes a qualifying event) but will not be eligible for the stipend if they are carrying the Town's health insurance during any part of a fiscal year.

Family members who are both employees but are otherwise eligible for the opt-out provision may do so at the \$1500 per year rate.

Employees eligible for the stipend will receive their payment in the last payroll of the fiscal year.

## **ARTICLE 19: UNION RIGHTS AND PRIVILEGES**

Employees in the bargaining unit shall designate one (1) from among their number to serve as Union Steward/Chapter Chairman; his name and that of any other representative shall be furnished to the Committee immediately after their designation, and the Union shall notify the Committee of any changes. The Union Steward/Chapter Chairman shall, following reasonable notice to his/her Principals, be granted reasonable time off with pay during working hours to investigate and attempt to resolve disputes or grievances which cannot be deferred until after working hours. It is further understood that the Union Steward/Chapter Chairman shall be granted time off with pay to participate at Step 3 grievance hearing or at arbitration hearings if such procedures are scheduled during normal working hours.

## **ARTICLE 20: CONSULTATION**

Any Employee covered by this Agreement and/or an Employee representative, may discuss informally any employment matter with an appropriate administrator. An effort will be made to resolve the issue as close to the origin of the concern as possible. If necessary, the concern may be referred to the Superintendent. The Superintendent, if appropriate, as if the Employee agrees, may involve a School Committee member as a liaison. Nothing in this Article in any way limits or restricts the Employee from filing a grievance.

## **ARTICLE 21: MISCELLANEOUS WORKING CONDITIONS**

### **SECTION 1**

The Facilities Department will authorize a standard uniform for all employees. Each year, the employees will be issued five (5) tee shirts, a button-up shirt, and a polo style shirt and are expected to wear one when working. In addition, each member will receive a uniform allowance of \$400 per year. Employees may purchase approved uniform gear (boots, outdoor gear, pants, etc.) at the Maynard Outdoor Store, Corporate Casuals (in Concord, Mass.) on Town/School accounts. They may also use retailers, such as Working Gear, for approved items not available at these locations. Part-time staff will receive up to \$200 annual allowance for their clothing requirements.

### **SECTION 2**

In order to provide an appropriate chain of command and accountability within each school as well as across the system as a whole, there shall be one (1) Lead Custodian per building. At the sole discretion of the School Committee or its designee, the position of Head Custodian may be established and assigned to one school in lieu of a Lead Custodian. The Head Custodian shall be directly responsible to the Facilities Manager and shall be responsible for the supervision of all Lead Custodians. In the absence of a Head Custodian, Lead Custodians will report directly to the Facilities Manager.

Each Lead Custodian will be responsible for all scheduling and supervision of custodians in his/her building and for the ordering and inventory of supplies and equipment for the maintenance of the building (as directed by the Head Custodian when applicable).

### **SECTION 3**

A bulletin board for the purpose of posting notices regarding matters of official Union business and job postings for positions covered by this Agreement shall be located in a conspicuous place where employees may enter or leave the workplace. The notices may remain posted for a reasonable period of time. Such designated bulletin boards will be reasonably accessible to employees. The Bulletin Board need not be for the exclusive use of this Union. Such notices shall be subject to approval prior to posting and shall not contain any controversial, political or detrimental matters as determined by the Town or School.

### **SECTION 4**

Access to premises - The Employer agrees to permit the representatives of the American Federations of State, County and Municipal Employees, AFL-CIO, and/or Mass. State Council 93, to enter the Maynard School Department premises during normal working hours provided prior notice is given the Superintendent or Principal of the building entered, and such access is not disruptive of normal school business.

### **SECTION 5**

In the event that all Maynard Public Schools are closed because of inclement weather, Custodian's will be required to report to their assigned building for the purposes of clearing/opening the access/egress areas of the building. Custodians will be allowed to leave after completing the clearing/opening process and shall receive the rest of the day off without the loss of pay. It is understood that should it be necessary for the Custodians to return to their assigned buildings the same day during what would have been their normal shift, they will be paid at straight time and this will not be considered an overtime callback event.

### **SECTION 6**

Each year, prior to June 30th and the awarding of any step increments or salary increases, a formal evaluation of the Custodian's performance will be conducted by the employee's immediate supervisor with input from the building Principal. The results of this evaluation will be made known to the individual Custodian.

The awarding of a move to the next step in the wage schedule or other salary increase is not automatic but shall depend upon this evaluation. The evaluation shall be reviewed by the Facilities Manager when recommendations concerning increments are made. In order to receive an increase, an Employee's evaluation must be at least "satisfactory." The evaluation form is in Appendix C.

**SECTION 7**

Mileage reimbursement for use of non-town vehicles will be at the IRS mileage reimbursement rate in effect at time of travel.

**ARTICLE 22: EARLY RETIREMENT INCENTIVE**

An Employee providing advanced written notice of his/her intent to retire into a recognized retirement system shall be given an incentive to retire to be provided as follows:

- Eighteen (18) months in advance: \$1000
- Twelve (12) months in advance: \$500

The amount to be paid shall only be made upon actual retirement.

**ARTICLE 23: STABILITY OF AGREEMENT**

The failure of the School Committee or the Union to insist, in any one or more situations, upon performance of any of the terms and provisions of this Agreement shall not be considered a waiver or relinquishment of the right of the School Committee or the Union to future performance of any such term or provision and the obligations of the School Committee and the Union to such future performance shall continue in full force and effect.

**ARTICLE 24: SALARIES**

**SECTION 1**

Employees are hired onto the 'Base Rate'. Upon advancing from probationary to permanent full time employee, the employee will advance to Step 1. If the advance is made between July 1 and December 31<sup>st</sup> of the year, the employee will advance to Step 2 on the following July 1<sup>st</sup> and another step each July 1<sup>st</sup> thereafter, until reaching the top step of the contract scale. If the advance occurs between January 1<sup>st</sup> and June 30<sup>th</sup> of the year, the employee will remain on Step 1 until the second July 1<sup>st</sup> after advancing, then will advance one Step each July 1<sup>st</sup> thereafter until reaching top step.

**SECTION 2**

The Head Custodian shall be paid a differential of twenty percent (20%) of the applicable base salary.

The Lead Custodian will be paid a differential of fourteen percent (14%) of the applicable base salary.

**SECTION 3**

Employees who are working evening shifts will earn a shift differential of 7%. Shift differential will only be paid when an employee actually works a shift in which the shift differential applies. Evening shifts are defined as those beginning at 12 noon or later. Shifts beginning prior to 12 noon and continuing past 12 noon are not eligible for shift differential.

Step Table to be indexed by annually Cost of Living increases listed below.  
FY17 increase is included in table shown.

FY17     1.50 % increase to base rate with a term of 7/1/2016 to 6/30/2017  
FY18     2.00 % increase to base rate with a term of 7/1/2017 to 6/30/2018  
FY19     2.25 % increase to base rate with a term of 7/1/2018 to 6/30/2019

Step	FY17	FY18	FY19
P	\$20.07	\$20.47	\$20.98
1	\$20.37	\$20.78	\$21.29
2	\$20.93	\$21.35	\$21.88
3	\$21.50	\$21.93	\$22.48
4	\$21.93	\$22.37	\$22.93
5	\$22.26	\$22.71	\$23.28
6	\$22.60	\$23.05	\$23.62
7	\$22.94	\$23.39	\$23.98

.....

**ARTICLE 25: DURATION**

This Agreement shall be effective July 1, 2016 and shall continue and remain in full force and effective until June 30, 2019.

**ARTICLE 26: SEPARABILITY AND SAVINGS**

**SECTION 1**

If any Article or Section of this Agreement or any Riders thereto should be held invalid by operation of law or by any 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 Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

**SECTION 2**

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into negotiations at the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of the invalidity or restraint.

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APPENDIX A  
CUSTODIAN GRIEVANCE FORM

DATE: \_\_\_\_\_

TO: \_\_\_\_\_ (supervisor)

FROM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

I believe that the following portion of the Agreement has been violated (list each Article and Section):

Evidence / facts related to alleged violation:

I am seeking the following remedy:



## APPENDIX B

### SIDE LETTER OF AGREEMENT: MHS BUILDING SECURITY

In order to provide additional building security and minimize custodial callbacks at Maynard High School, the parties agree to the following:

The alarm code and two related outside door locks will be changed.

In order to maximize opportunities for activities in which a small number of students are carefully supervised, for athletics, and for student fund-raisers such as car washes, an advisor or coach who is an Employee of the Maynard Public Schools may assume the responsibility of opening and securing the building provided these steps are followed:

- a. advisor/coach registers, in writing in advance with the principal, the date/time/purpose of intended use during non-school hours; and
- b. advisor/coach takes personal responsibility for the alarm system, for closing windows, turning off lights, locking doors, picking up areas used including rest rooms (this responsibility cannot be delegated to a student nor volunteer); and
- c. in the event of an alarm call back, open window or unlocked door requiring a call-back, the affected Custodian will be paid six (6) hours of overtime drawn from the funds of the affected activity; if the security violation is not discovered until the next school day, the affected activity will be assessed \$100 to be added to the principal's fund for student scholarships. A group/advisor that commits a security violation while using the procedures in paragraph 2, must follow the paragraph 3 procedures for the next 3 events. (This is the minimum penalty; may be more severe, at the discretion of the principal.)

When a large number of students is involved OR when the advisor is not an Employee of the Maynard Public Schools OR when the group has committed a security violation described in paragraph 2C above, the group must employ a Custodian to open/close the building; the minimum charge for the Custodian is four (4) hours of overtime.



This agreement entered into this: 12<sup>th</sup> day of December, 2016

**FOR THE TOWN OF MAYNARD SCHOOLS:**

  
Dr. Robert Gerardi, Superintendent

  
Dawn Capello, Chair, School Board

**FOR AFSCME, AFL/CIO, LOCAL 1703:**

  
Walter Ignachuk, President

  
Sean Cronin, Business Agent

**ATTEST:**

  
Michelle Sokolowski, Town Clerk

