

AGREEMENT

BETWEEN THE

CARVER SCHOOL COMMITTEE

AND THE

**AMERICAN FEDERATION OF STATE,
COUNTY, & MUNICIPAL EMPLOYEES**

**AFL-CIO, STATE COUNCIL#93
LOCAL 1700**

July 1, 2015 through June 30, 2018

THIS AGREEMENT entered into by the **CARVER SCHOOL COMMITTEE**, (hereinafter referred to as the "School Committee" or "Employer") and **the Local #1700, State Council #93, American Federation of State, Country 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; and establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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ARTICLE I
RECOGNITION

The School Committee recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for the following:

All full-time and regular part-time custodians employed by the Carver School Committee, excluding the Facilities Director, Assistant Head Custodian, managerial and confidential employees and all other employees of the School Committee.

ARTICLE II
UNION DUES AND INITIATION FEES

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

The Union hereby agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities or costs which may arise out of the enforcement of this Article.

ARTICLE III
AGENCY SERVICE FEE PROVISION

In accordance with the provisions of Chapter 463 of the Acts of 1970, all employees shall be required to pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to Union usual membership dues. New employees will be required to serve a six month probationary period. After successfully completing the probationary period they will become a part of the unit and be subject to agency service fees.

ARTICLE IV
UNION REPRESENTATIVES

The name of the Union Steward shall be furnished to the Employer immediately after his designation and the Union shall notify the Employer of any changes.

The Union Steward shall be granted reasonable time off during working hours to investigate and settle grievances. S/he shall be granted reasonable time to attend meetings of state and national bodies without loss of pay. Sufficient notice (one week) shall be forwarded to the Employer signifying the intention to attend the above meetings.

ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURE

In order to be processed, a grievance must be reduced to writing and shall include (1) a clear statement of the grievance; (2) reference to the specific provision or provisions of the Agreement allegedly violated; and (3) the specific remedy requested. The grievance must be instituted in accordance with the procedures set forth herein

within five (5) working days following the date of the occurrence of the facts giving rise to the grievance or within five (5) working days from the date on which the employee first becomes aware or has become aware of such facts. It is agreed and understood that the employer is under no obligation to process a grievance unless it contains a written statement of the alleged facts that form the basis of the grievance.

STEP 1: The allegedly aggrieved employee, with or without the Union Steward and/or representative, shall present the grievance in writing as set forth above to the Facilities Director. The Facilities Director shall respond to the allegedly aggrieved employee within three (3) working days.

STEP 2: If the grievance is not resolved at Step 1, the grievant may present the grievance in writing, as set forth above, to the Principal within ten (10) working days following the response at Step 1. The Principal shall respond in writing within five (5) working days. If two (2) or more employees covered by this Agreement are allegedly affected by the grievance, then the processing of the grievance shall begin at Step 2. In the event that the grievance affects discipline or discharge of an employee covered by this Agreement, the processing of the grievance shall begin at Step 2.

STEP 3: If the grievance is not resolved at Step 2, the grievant may present the grievance in writing, as set forth above, to the Superintendent of Schools within ten (10) working days following the response at Step 2. The Superintendent shall respond in writing within five (5) working days.

STEP 4: If the grievance is not resolved at Step 3, the grievant may present the grievance in writing, as set forth above, to the School Committee within fifteen (15) working days following the response at Step 3.

STEP 5: If the grievance is not resolved at Step 5, the Union may, within twenty (20) working days after the reply of the School Committee is due, by written notice to the School Committee, present the grievance for arbitration to the American Arbitration Association. The arbitrator shall have the jurisdiction solely over the joint written issue presented to him and shall have no authority to alter, amend or modify this Agreement in any way. The arbitrator's award shall be final and binding upon the parties insofar as permitted by law. The arbitrator shall be requested to issue his decision within thirty (30) days following the conclusion of testimony and argument and the presentation of briefs.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered to be a maximum, and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing. For the purposes of this provision, the consent of the School Committee will be provided by the Superintendent of Schools.

ARTICLE VI SENIORITY

Seniority shall be defined as the number of years, months and days of continuous service within the bargaining unit. Seniority shall only be broken by resignation, retirement or termination and shall not accrue during unpaid leaves of absence. Seniority and work performance will be used in considering transfer and decrease in workforce and also in preference in work shift and vacation. Employees being laid off shall be given notification no less than seven (7) calendar days prior to such layoff.

If laid off, an employee shall be eligible for recall for a period not to exceed twenty-four (24) months. In the event of recall, employees shall be called back in the inverse order of their layoff within the separate classifications of custodian, maintenance worker, and groundskeeper. The employees shall notify the employee of the recall and expected start date by registered mail sent to the address the employee has designated to the employer for the purpose of such notice (with a copy to the Union). The employee shall have ten (10) calendar days from the receipt of said recall notice to accept in writing. If the employee fails to respond or rejects the offer of recall, the employee shall lose future recall rights.

ARTICLE VII JOB POSTING AND BIDDING

When there is a vacancy or new position covered by this Agreement, such position shall be posted in a conspicuous place listing the pay, duties, and qualifications. The notice of the available position shall remain posted for seven (7) days. Applicants interested shall apply in writing within the seven (7) day period. The Employer has the option of outside advertising for a vacant or a new position. The Employer will award the position to the individual most qualified and capable to fill the opening. Not subject to grievance and arbitration. Nothing herein is intended to restrict the Employer's right to make transfers within the same shift without posting based upon school department needs. An employee selected to fill a vacancy or new position at a higher paying classification than the position previously held shall be given a sixty (60) day trial period. If at the end of said trial period either the employee or the Employer is not satisfied, the employee shall return to the old position and rate of pay. The person

who had been hired to replace the employee who is returning to his old position will be placed on layoff and the vacancy into which the employee had been placed will again be posted and advertised.

ARTICLE VIII
HOURS OF WORK

Each employee shall be scheduled to work a shift with regular starting and quitting times. All work performed on behalf of the School Committee on Sundays shall be paid at the overtime rate set forth in Article XVI.

ARTICLE IX
MEAL AND REST PERIODS

All full-time employees shall be granted a meal period of one-half (1/2) hour duration, to be scheduled by the principal. It is understood that employees may leave the building during this meal period so long as the employee provides notice at the time of departure and return in accordance with procedures determined by the principal. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift.

ARTICLE X
HOLIDAYS

The following shall be considered to be paid holidays:

New Year's Day
New Year's Eve
Martin Luther King's Birthday
Washington's Birthday
Patriots' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

If on the workday before Christmas there is no school, custodians will not work on that day. All third shift employees shall work the second shift of the eve of any holiday, subject to the approval of the Facilities Director. A paid holiday listed above falling on a Saturday shall be observed on the preceding Friday, and a paid holiday listed above falling on a Sunday shall be observed on the succeeding Monday, provided that in the event such Friday or Monday is a school day for students, the holiday shall be observed as a floating holiday to be taken on a day when school is not in session, subject to the approval of the Facilities Director.

ARTICLE XI
LEAVES

1. Sick Leave. Each employee shall be credited with sick leave with pay at the rate of one and one-quarter (1 1/4) days for each month of service, cumulative to 180 days.

2. Funeral Leave. Four (4) days for immediate family (i.e., wife, husband, child, parent, legal guardian, ward, brother, sister, or grandparent) and for the following in-law relationships: mother, father, daughter, son, sister, brother. Three (3) days per year for non-immediate family.

3. Personal Leave. Up to two (2) days per year will be granted employees covered by this Agreement for the purpose of transacting or attending to personal, legal, household or family matters which require absence during an employee's working hours and are matters of hardship or other pressing need and not merely personal convenience. Applicants for such leave shall give written notice to the Facilities Director two (2) days before the leave is taken. In the event the employee seeks to use personal leave immediately preceding or following a weekend, holiday, or other day on which the employee is not scheduled to work, such notice must include a statement of the specific event which qualifies for leave under the terms of this article.

ARTICLE XII VACATIONS

Vacation days will be granted on the employee's anniversary date of hire, according to the following schedule:

One to four years of service – 10 working days

Five to nine years of service –15 working days

Ten years or more of service –20 working days

Each employee shall inform his supervisor of the date he will use his vacation leave at least one month in advance of the date of the leave. This one-

month notice requirement may be waived at the sole discretion of the Superintendent.

Employees may carry over vacation rights, on a limited basis, from one vacation year to the following vacation year. The limitations are:

1. No more than five days of vacation may be so carried over.
2. All of the carried over vacation must be fully used within the next vacation year or it will be lost for use by the employee.
3. The employee desiring to carry over any of his vacation days must request the same of his supervisor in writing no later than 30 days prior to the conclusion of his vacation year (i.e., 30 days prior to his anniversary date); failing such request, he will not be entitled to so carry over vacation days.

ARTICLE XIII OTHER BENEFITS

Custodial personnel may participate in all life insurance, accidental death and dismemberment insurance, hospital, medical and surgical insurance benefits provided by an insurance plan adopted and maintained by the Town of Carver, pursuant to applicable statutes.

When an employee is injured on the job and leaves to seek medical treatment, the employee shall be paid for the remainder of the workday without loss of sick, vacation, or any other available leave time, so long as the absence is approved by the school nurse or the Facilities Director.

Whenever a custodian is absent from work as a result of personal injury compensable under workers' compensation, while said person is in the performance of said person's duties, the Committee will make up the difference between the person's workers' compensation benefits and his regular salary, provided said person has accumulated sick leave against which said difference may be pro-rated and charged.

ARTICLE XIV
CLOTHING ALLOWANCE

The School Committee agrees to provide all material, equipment, tools, and protective clothing required to perform the duties assigned to the employees covered by this Agreement. A clothing allowance of \$500 shall be given annually to each employee under this Agreement, payable in July.

At all times during working hours, employees will wear uniforms of a color to be determined at the building level.

ARTICLE XV
JURY DUTY

The School Committee agrees to compensate employees in accordance with the Massachusetts General Laws for jury duty.

ARTICLE XVI
CLASSIFICATION PLAN, PAY RATES AND DIFFERENTIALS

In this Agreement and made part of it as Appendix A shall be established a classification and pay plan. It shall list all positions covered by this Agreement by title along with the wages for each position. Paychecks will be issued on a biweekly basis.

1. Night Differential. Employees assigned to begin work after 3:00 p.m. shall receive an additional 10% of their hourly rate. Employees assigned to begin work after 11:00 p.m. shall receive an additional twelve percent (12%) of their hourly rate.

2. Groundsman/Maintenance Specialist. Salary shall be the applicable custodian rate plus a nineteen percent (19%) differential.

3. Team Leaders.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Differentials	15%	17%	19%

Team leaders shall be advanced on steps above only upon recommendation of the Facilities Director, with the approval of the Superintendent of Schools.

Team leaders shall be responsible for all school property and equipment during their shift. They are to instruct new employees in cleaning procedures, and use and maintenance of equipment. Team leaders will instruct and aid custodians in the performance of minor maintenance tasks, be available to assist the public and organizations who have use of the building.

4. License Stipends. A member of the unit who possesses a valid license for Water Distribution and is asked on an annual basis to routinely and regularly perform functions under such license for the school department will receive a stipend of \$2,000.

A member of the unit who possesses a valid license for Waste Water Treatment and is asked on an annual basis to routinely and regularly perform functions under such license for the school department will receive a stipend of \$2,500.

5. Working Out of Classification. If a custodial employee, at the request of the Superintendent of Schools, covers for a Head Custodian, he shall receive the Head Custodian's rate of pay for each day he covers for the Head Custodian after five (5) working days.

6. Overtime. Employees covered by this Agreement shall be paid an overtime rate of one and one-half (1 1/2) times his/her regular rate of pay for work in excess of eight (8) hours in one (1) day.

An employee called back to work on the same day after having completed his assigned work and left his/her place of employment and before his/her next regularly scheduled starting time, shall be paid at the rate of time and one-half (1 1/2) for all hours work on recall. S/he will be guaranteed a minimum of three (3) hours pay at time and one-half (1 1/2). Overtime shall be equally and impartially distributed by the Facilities Director

7. Longevity Pay. Longevity will be payable annually on the employee's anniversary date as follows:

completion of year 5, 6, 7, 8, 9	\$150.00
completion of year 10, 11, 12, 13, 14.....	\$250.00
completion of year 15, 16, 17, 18, 19.....	\$350.00
completion of year 20 and subsequent years..	\$500.00

ARTICLE XVII
DISCIPLINE AND DISCHARGE

The Committee has a right to discipline employees covered under this Agreement for good cause, which shall be defined as any grounds put forth by the Principal or Superintendent that are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation of the school system. Disciplinary action or measures may include but are not limited to the following:

1. Oral reprimand/Written verbal warning.
2. Written reprimand.
3. Suspension (except for good cause, advance notice to be given in writing).
4. Discharge.

Disciplinary actions may or may not be taken in the above order, depending on the nature and severity of the conduct or concern.

If an employee reasonably believes that a meeting with a supervisor may lead to disciplinary action, the Employer will permit the attendance of a union representative if the employee so requests.

Any disciplinary action imposed upon an employee is subject to the grievance provisions of this Agreement. However, only suspension and discharge are subject to the arbitration provisions.

ARTICLE XVIII LEADERSHIP TEAM

A leadership team will be established to facilitate the opportunity for employees to provide input into the operations of custodial services. The leadership team will consist of the Facilities Director and the Superintendent or his/her designee, and three employees appointed by the Union. The team will meet monthly at the suggestion of either party. It is understood that the team's role will be to provide recommendations to the Committee and/or Superintendent/designee for consideration and will not be binding. This Article is not subject to the grievance and arbitration procedure.

ARTICLE XIX MISCELLANEOUS PROVISIONS

1. Bulletin Boards. Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of a routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

2. Severability. Should any provision of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other

provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

3. Access to Premises. The School Committee agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council #93, and/or Local #1700 to enter the premises for individual discussion of working conditions with employees, provided that such representative has secured permission from the Superintendent. Such permission shall be granted by the Superintendent if in his judgment such a meeting does not interfere with the performance of the duties assigned to the employees and/or such a meeting will not be disruptive to the educational programs. The representative shall secure the Superintendent's permission prior to any meeting on the property of the Carver School Committee.

4. Waiver of Negotiations. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School Committee and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or

matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

5. Part-Time Employees. All benefits will be pro-rated (health benefits are not provided to town employees working less than 20 hours per week.)

6. Personnel Files. No material originating from the school department derogatory to an employee's conduct, service, character, or personality shall be placed in the Personnel Files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read the material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has had the opportunity to read the material to be filed.

The employee may respond to such material by filing a signed response pertaining to the circumstances upon which the material is based. Such response shall be placed in the employee's personnel file and attached to the material.

Any employee shall have the right, on request at reasonable times, to examine all material in his/her personnel file which is neither confidential nor privileged under law, in the presence of a school department employee in the Personnel Office. Upon request of the employee, a copy of any such material shall be furnished to the employee.

7. Health and Safety. Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the employee's superior. The school department and the Union shall establish a joint safety committee consisting of two representatives of each party, which will meet at the

request of either party for the purpose of promoting sound safety practices and rules. Minutes shall be taken and shall be signed by a Union representative and a school department representative and each will retain a copy. Disputes under this paragraph shall not be subject to the grievance and arbitration procedure.

ARTICLE XX
CONTRACT DURATION, ETC.

1. Effective Date: The effective date of this Agreement shall be from July 1, 2015 up to and including June 30, 2018.
2. Termination Date: The Agreement will remain in effect for three (3) years. At the end of three (3) years either party may terminate this Agreement provided such termination is transmitted through the registered U.S. Mail to the responsible signatories to the Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.
3. Renewal: Should neither party to this Agreement send a notice of termination as described in No. 2 above, this Agreement will be considered to have been automatically renewed for another year.
4. Changes: Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed, shall be mailed to the authorized parties signatory to the Agreement prior to the thirty (30) days before termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable

APPENDIX A
CUSTODIAL SALARY AND DIFFERENTIAL PAY

ARTICLE XXV
WAGES

POSITION/TITLE	FY15	1.5% FY16	1.5% FY17	2% FY18
Custodian 1st Shift	17.88	18.15	18.42	18.79
Custodian/Asst. Groundskeeper/Floater 1st Shift 5% Differential	18.76	19.04	19.33	19.72
Custodian 2nd Shift 10% Differential	19.66	19.95	20.25	20.66
Custodian 3rd Shift 12% Differential	20.02	20.32	20.62	21.03
Team Leader 1st Year 15% Differential	20.54	20.85	21.16	21.58
Team Leader 2nd Year 17% Differential	20.90	21.21	21.53	21.96
Team Leader 3rd Year 19% Differential	21.27	21.59	21.91	22.35
Groundskeeper/Maintenance 19% Differential	21.27	21.59	21.91	22.35

RB/CARVER/CUST-15-09-cba/15-09-10-cba-to Union