AGREEMENT

BY AND BETWEEN THE

BROCKTON SCHOOL COMMITTEE

(Hereinafter referred to as the "Committee"

and the

TEAMSTERS LOCAL 653 BROCKTON SCHOOL CUSTODIANS

(Hereinafter referred to as the "Union"

July 1, 2022---June 30, 2025

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ARTICLE I RECOGNITION

A. For purposes of collective bargaining on questions of wages, hours and conditions of employment, the School Committee of the City of Brockton (hereinafter referred to as the Committee) recognizes the Teamsters, Local 653, Brockton School Custodians (hereinafter referred to as the Union) as the exclusive representative of the following permanent, full-time employees of the Brockton School System.

Senior III, IV Custodians, Building Custodians A-1, A-2 and Building Maintenance Craftsmen, but excluding School Police and all other School Department Employees. Unless otherwise indicated, the employees of the above units will be hereinafter referred to as "Custodians" and reference to male custodians will include female custodians.

Except as specifically abridged, delegated, granted or modified by this Agreement any supplement thereto or by Chapter 150E of the General Laws of Massachusetts, all of the rights, powers and authority held by the Committee prior to the effective date of said Agreement are retained by the Committee and the exercise of said rights, powers and/or authority shall not be subject to the grievance procedure and/or arbitration.

B. During the terms of this contract, no new category shall be added to or taken from this Agreement unless mutually agreed upon by both parties.

C. The Union reserves the right, however, to discuss with the Committee problems that may arise from time to time and which pertain to hours and conditions of employment for custodians. This section in no way detracts from the Union's wage rate, recognition of the Union, and the right of the Union members to bid for custodial positions.

ARTICLE II NEGOTIATION PROCEDURE

A. 1. No later than September 15, of the calendar year preceding the fiscal year in which this Agreement expires, the Committee agrees to enter into negotiations with the Union over a Successor Agreement in accordance with the procedures set forth herein in a good-faith effort to reach agreement concerning custodians' wages, hours and other conditions of their employment. Such negotiations will include any matters covered by this Agreement and any other matters which the parties mutually agree are negotiable or which are by law held to be negotiable. Any agreement so negotiated will apply to all custodians covered by this Agreement, and will be reduced to writing and signed by the Committee and the Union.

2. During negotiation, the Committee and the Union will present relevant data, exchange points of view, and make proposals and counter - proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.

B. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. The Parties acknowledge that during 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 understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are exclusively set forth in this Agreement.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is defined as a complaint by the Union, the Committee, a Custodian or a group of Custodians based upon an alleged violation of or variation from the provisions of this Agreement or the interpretation or application thereof.

2. A party "in interest" is the person or persons making the claim, the Union, the Committee and/or any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purposes

1. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the working conditions of Custodians. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained will be considered as limiting the right of any Custodian having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement. At the option of the Custodian, the Union will be given the opportunity to be present at the final adjustment and to state its views.

C. Procedure

Since it is important that grievances be processed as rapidly as possible,

the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.

1. Level One

A Custodian or group of Custodians with a grievance will first discuss it with their immediate supervisor, either directly or through the Union, with the objective of resolving the matter informally.

2. Level Two

(a) If the aggrieved person or persons are not satisfied with the disposition of their grievance at Level One, or if no decision has been rendered within ten (10) work days after presentation of the grievance, they may file a grievance, in writing, which contains a factual summary of the events giving rise to the grievance as well as the section(s) of the contract which are alleged to have been violated, and the remedy sought.

(b) The Superintendent or his /her designee will represent the administration at this level of the grievance procedure. Within ten (10) work days after receipt of the written grievance, the Superintendent or his / her designee will meet with the aggrieved person or persons in an effort to resolve the grievance.

(c) If a Custodian or group of Custodians do not file a grievance in writing with the Superintendent or his /her designee within ten (10) work days after the Custodian or Custodians knew or could with diligence have known of the act or condition on which the grievance is based, the grievance will be considered as waived.

3. Level Three

Level Three is available for grievances which concern matters which remain under the jurisdiction of the School Committee as a result of the Education Reform Act of 1993. The following areas shall be excluded from Level Three grievances: all matters involving disciplinary issues.

(a) If the aggrieved person or persons are not satisfied with the disposition of their grievance at Level Two, or if no decision has been rendered within ten (10) work days after they had first met with the Superintendent or his / her designee, they may file the grievance in writing with the School Committee within five (5) work days after the decision by the Superintendent or his / her designee, whichever is sooner. Within ten (10) work days after receiving the written grievance, a subcommittee of the School Committee will meet with the aggrieved person or persons for the purpose of resolving the grievance.

(b) In the event that the Committee has a grievance against the Union and/or its members, the grievance will commence at Level Three. The Committee will notify the Union in writing relative to the alleged grievance. Within five (5) work days after receiving the written grievance, representatives of the Union will meet with the Committee for the purpose of resolving the grievance.

4. Level Four

(a) If the Union is not satisfied with the disposition of their grievance at Level Three, or if no decision has been rendered within ten (10) work days after they had first met with the Subcommittee of the School Committee, the Union may, within five (5) work days after a decision by the School Committee, or fifteen (15) work days after they had first met with the School Committee, whichever is sooner, submit the grievance to arbitration by submitting a demand for arbitration to the American Arbitration Union.

(b) The arbitrator so selected will confer with representatives of the Committee and the Union and hold hearings (which at the request of either may be public) promptly and will issue his decisions not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Committee and to the Union and, subject to law, shall be final and binding, provided that the arbitrator shall not usurp the functions of the Committee, or the proper exercise of its judgment and discretion under law and this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the Committee and the Union.

D. Rights of Custodians to Representation

1. No reprisals of any kind will be taken by the Committee, by any member of the Administration or by the Union against any party in interest, any custodial representative, any member of the Union or any participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing except that he may not be represented by a representative or any officer of any custodian organization other than the Union. When a Custodian or group of Custodians is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the Union, a grievance affects a group of Custodians, the processing of such grievance may be commenced at Level Two and the Superintendent or his /her designee will meet with the aggrieved person.

2. Decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest. A decision in favor of the aggrieved person or persons shall provide appropriate restitution or other remedy for the period starting with the official filing of the grievance. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section C, paragraph 4 (b).

3. Unless requested to do otherwise by the Custodian or group of Custodians in question, any documents, communications and records, dealing with the processing of a grievance will be kept in the strictest confidence and will not be made available to potential employers or others inquiring about said Custodian.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent of Schools or his /her designee and the Union and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. The Committee agrees that, in the event that unresolved differences between a member of the Union and his immediate supervisor at the request of either, a conference will be held with a designated member of the administration and a representative of the Union and with a person involved in an effort to resolve those differences at the lowest possible level.

6. When it is necessary, pursuant to Article III - Grievance Procedure - for a member of the Negotiations Committee of the Union or a representative designated by the Union to investigate a grievance, providing that the investigator can be released without detriment to the educational program, or to attend a grievance meeting or hearing during a school day, s/he will, upon notice to his/her immediate supervisor, be released without loss of pay as necessary in order to permit participation in the foregoing activities. The Union agrees that these rights will not be abused.

7. An arbitrator shall not have the power to render a decision concerning any matter which has not been presented in accordance with the procedures set forth above.

ARTICLE IV OVERTIME

A. Overtime is defined as work performed by Custodians covered by this contract for the School Department, City of Brockton, after a Custodian has worked five (5) consecutive normal eight-hour tours (day or night) and the total hours worked per week equal forty (40) hours. Overtime can be worked only when the needs demand it and shall be rotated equitably among custodial personnel unless

the type of work to be performed must dictate the selection of employees. When computing overtime, holidays, vacation days and sick days will be counted as eight (8) hours work; however, where an employee uses more than three (3) sick days in a given work week, the sick time used in that week shall not count in computing overtime eligibility. The employee's overtime rate will be based on time and onehalf the employee's regular base rate of pay, exclusive of premiums for traffic duty and other purposes.

B. Overtime work will be paid for at the time and one-half rate of the Custodian who performs such work after forty (40) hours. The work force of every building in which the need for overtime occurs, shall have the right of first refusal of said overtime. Travelers shall be considered as staff members of a building for purposes of overtime after five (5) consecutive days, excluding vacations. Inside/Outside Citywide (three positions) located at the Brockton High School complex shall be included in the rotating list for all overtime associated with Class A-4 Building Custodians.

The Senior Custodian shall make all overtime assignments in a fair and equitable manner. Except for the exceptions contained in this section, over- time shall be assigned by utilizing a rotating list, in order of seniority. Overtime will be offered to the employee at the top of the list, and when an employee works an overtime assignment or declines an offer of an overtime assignment, s/he shall be rotated to the bottom of the list. To ensure the integrity of the list, the Senior Custodian shall post the overtime list, along with a separate list of overtime worked, in the Custodian's Office. Permits shall be issued by the office of the Director of Community Schools for all use of school buildings and properties at times other than the regular school day. All permits for use of buildings are to be posted on the bulletin boards of Custodians' rooms, visible to all Custodians.

Only the building areas specifically approved for rental shall be used and only within the hours stated on the permit. Refreshments of any kind shall not be served or sold without prior approval of the Superintendent of Schools.

C. A Custodian called back to work after completing his/her regular tour of duty shall be paid a minimum of four (4) hours pay at the overtime rate of time and one-half based on his regular rate of pay, even if dismissed after completion of all required work in less than four (4) hours. If the Custodian chooses to leave work prior to the completion of all required work, s/he will be paid only for the hours actually worked.

D. When, for the convenience of the Committee, a Custodian covered by this contract is required to work in a job classification which pays a higher rate of pay, s/he will be eligible, after completion five (5) consecutive working days, to receive the higher rate of pay being subject to the approval of the Civil Service Commission. Every effort will be made to replace rated persons with Custodians of the same rating. In the event s/he is required to work overtime in the higher rate of job, s/he shall be paid at the rate of time and one-half of the higher rate of

pay. When the Travelers list is exhausted and a Custodian is working in a new classification on a temporary basis, s/he will remain in the new classification solely at the discretion of administration, subject to removal at any time, until the return of the custodian who was originally assigned to that classification or the filling of the classification by normal bidding procedures. In the event a Senior Building Custodian is out, administration will have the right to select a temporary replacement and shall not be limited to select that replacement from existing building staff if the Travelers list is exhausted.

E. When, for the convenience of the Committee, a Custodian covered by this contract is required to work on Saturday or Sunday and these are not his/ her regular scheduled work days, providing the approval of the Superintendent or his /her designee is obtained, the Custodian shall be paid at the rate of time and one-half but, except in the case of Section F below, in no case, shall s/he receive less than his/her regular day's pay regardless of time worked.

F. When there is a snowstorm, the Supervisor of Custodians, and/or the Supervisor of Buildings and Grounds, in his judgment, shall notify Senior Building Custodians, each of whom will be informed by administration as to how many staff members are to be called in for snow removal and what the shift hours will be and except for physical incapacity, the employees so called must report for snow removal. All custodians are to be considered essential personnel and as such reporting to work for snow removal is mandatory. If a custodian is unable to report to work for snow removal and the administration believes that the custodian is abusing sick time (for example, the custodian is absent for two snow shifts within one school year), s/he must provide medical documentation for their absences, otherwise disciplinary action may be taken. Overtime for snow removal will be subject to the four (4) hour minimum provision as set forth in Paragraph C.

G. The Committee and the Union agree that there will be no minimum hours of overtime for Community Schools. Custodians will be paid only for the time to clean the affected area.

H. Custodians while on vacation leave shall not be considered for overtime assignments unless notification of availability had been given to their immediate Supervisor prior to the vacation leave.

I. All overtime concerning the BHS pool shall first be offered to the Custodian in charge of said pool.

ARTICLE V PROBATIONARY PERIOD

All new employees will be subject to a probationary period of six (6) months from their date of initial hire. During this probationary period the employee will be considered an employee at-will and may not bid for any open positions, and may be terminated for any reason, and such termination shall not be subject to a "just cause" standard and may not be made the subject of any grievance under this agreement.

ARTICLE VI CUSTODIAN EVALUATION

A. In order to insure maximum efficiency of Custodians and to provide and maintain a comprehensive personal file for all Custodians, the following evaluation procedure for Custodians is agreed upon:

- 1. All Custodians, employed by the City of Brockton for one, two or three years will be evaluated in December and March of each year. The Custodian involved shall be present during this evaluation.
- 2. All Custodians who are or have been employed by the City of Brockton for more than three (3) years will be evaluated in March of each year. The Custodian involved shall be present during this evaluation.
- 3. The evaluation of the Custodian will be completed by the Supervisor of Custodians and/or the Building Principal or, at the discretion of the Supervisor of Custodians, by the Custodian's immediate superior or his/her Senior Building Custodian. The evaluation sheet, after it has been reviewed by the evaluated Custodian, will be forwarded to the office of Human Resources.
- 4. Custodians with a continued poor rating over a given period of time will be requested to appear before the Superintendent of Schools or his / her designee for appropriate review and action. At this meeting the Custodian may be represented by a day or night steward or the Union President.

ARTICLE VII WORK SCHEDULE

A. The hours of work for all Custodians shall be: 6:30a.m. - 2:30p.m. (High School, Outside Grounds, Travelers, Craftsmen); 7:00a.m. - 3:00p.m. (Middle & Elementary Schools); 2:30pm. -10:30 p.m. (All Schools); and 5:00a.m. -1:00 p.m. (High School Pool & Girls Locker Room). Employees currently working an 11:00 a.m.-7:00p.m. shift shall continue to work such schedule as long as they remain in the same position. When any such employee leaves their current 11:00 a.m. - 7:00p.m. shift, management will determine whether to re-bid the vacancy as either a day shift or night shift position. Management may convey a 11a.m. - 7p.m. shift to a 10:00a.m. - 6:00p.m. shift in its discretion. Such shift will then be bid at the next regular bids.

Failure to punch in or out within 30 minutes of the scheduled times absent the bargaining member obtaining approval from management will result in the below disciplinary consequences for their failure to punch in/out. The Committee reserves the right to discipline for tardiness or any other related issues as appropriate. When punching in for their shift, bargaining unit members may not use their master key to access the building unless the electronic door access system is malfunctioning. The Employer will provide bargaining unit members access to the live clock system to verify their punches and hours worked.

1st and 2nd Offenses: Verbal Warning
3rd Offense*: Written Warning
4th Offense*: Unpaid Suspension of no more than three days
5th Offense*: Termination
*Within 12 months

Custodians may, on a temporary basis, be assigned weekday hours of work other than these. The schedule for all Custodians shall consist of five (5) consecutive week days of work. The parties recognize that if an employee's weekly schedule changes, then s/he may or may not work five (5) consecutive week days during the period of the change. A schedule of working hours for all custodians will be drawn up by the Supervisor of Buildings and Grounds and posted in the office of the Custodian for each building.

B. Custodians who necessarily must leave their assigned regular duty to perform duties for which they receive compensation, must make up an equivalent of the time lost at the termination or beginning of their regular working day, subject to the discretion of the Superintendent of Schools or his/her designee.

C. Except under unusual conditions or in an emergency, including inclement weather, the work assignment hours and days of an employee shall not be changed. It is expressly understood, however, that the Brockton Schools / City of Brockton operate numerous extended day-type programs, etc. which necessitate that the school buildings must remain open to children and / or program staff for several hours before and after the start of the regular educational school day and during days when school might not be otherwise scheduled, including the summer. That said, at certain times of the school year, as well as during the summer, the custodians at certain school buildings may have their regular schedule changed. When this occurs, it shall be considered an unusual condition, as referred above. Night custodians who work in schools' which house summer programs shall continue to work the night shift and shall not work the day shift when the summer program(s) are in session. It is further understood that in the event of a reduction in the staffing levels below those in effect on the date of signing this Agreement shall be utilized to fill-in until the pool of travelers is exhausted. Thereafter, the Committee may make temporary changes in work areas and temporarily reassign employees with the same work schedule and hours of work to cover the new work area. Such temporary changes in work areas and temporary reassignments shall not exceed thirty (30) work days and shall not occur on Saturdays and Sundays. The least senior employee with the same work schedule and hours of work shall be the one temporarily reassigned. The newly designated area shall be posted for permanent assignment in accordance with ARTICLE XIV of the Agreement, except that the posting period shall be five (5) work days, commencing with the first day of any temporary reassignment. If no

individual bids upon the newly designated area, the least senior individual on that shift shall be assigned.

D. The parties also recognize that temporary transfers of employees from one job to another job on the same shift are sometimes necessary. When such transfers are necessary the transfer shall be of the junior employee or employees at the school involved, as determined by the Supervisor of Buildings and Grounds. Should employees from the school involved volunteer for temporary transfer, the transfer shall be awarded to the volunteer with the most seniority. The filling of a permanent opening or vacancy shall be as provided in Articles XII and XIV. A temporary transfer is defined as one that has a duration of (75) working days or less per employee per school year. The Union and the Committee agree that the Committee has the right to eliminate any position provided that the position is no longer necessary.

E. It is agreed that Custodians will receive two (2) fifteen-minute coffee breaks during their regular tour of duty. Such coffee breaks shall be taken within the building assigned and shall be taken at the time assigned by the Superintendent of Schools or his/her designee. Custodians shall be allowed onehalf ($\frac{1}{2}$) hour for lunch breaks. Such lunch break shall take place within the buildings assigned and at the time assigned by the Superintendent of Schools or his/her designee.

F. It is agreed that Custodians will be paid on Thursday of each week.

G. In the event of the absence of a Custodian or Custodians assigned to a particular building, and in the event, that the "Pool" of travelers is exhausted, the remaining Custodians assigned to that building shall fill-in on an equal basis for the absent Custodian(s) until his/her return. The fill-in assignments shall be determined by the Supervisor of Custodians. No Custodian's shift shall be changed as a result of this provision.

The School Committee recognizes that a reduction in the amount of work performed in a Custodian's regular assignment area will result from compliance with this provision and agrees that such reduction in the amount of work performed will not adversely affect a Custodian's performance evaluation.

In the event that fill-in coverage for a particular absence continues under this section for more than ten (10) consecutive work days, at least on one day each week thereafter, so long as the absence continues, a four-hour (4) overtime assignment will be made to the area to supplement the fill-in coverage. Prior to the expiration of twenty (20) consecutive days, overtime if any, shall be at the discretion of the Supervisor of Custodians.

H. It is agreed that all day Cafeteria Custodians at Brockton High School shall be used as Travelers during all school and summer vacations.

I. Between December 1 and March 1, at the discretion of management, Outside Grounds employees may be assigned to perform custodial duties in buildings, and Masons may be assigned to work with Maintenance Craftsmen.

ARTICLE VIII DUES DEDUCTION

A. The Committee agrees to instruct the City Treasurer to deduct, as permitted by the General Laws of Massachusetts, from the salaries of its employees for the Union and to transmit the monies promptly to the Union.

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _______Name of Employee CITY OF BROCKTON Name of Employer Effective, _______I hereby request and authorize you to deduct from my earnings each ______ the amount of \$_____.

This amount shall be paid to the Treasurer of the Brockton School Custodians Union and represents payment of my union dues. These deductions may be terminated by me giving you a sixty (60) days' written notice in advance or upon termination of my employment.

Employee's Address Employee's Signature

B. The Union has indicated in Section A above that they will certify to the Committee in writing the current rate of its membership dues. Notice of a change in the rate of membership dues will be given to the Committee thirty (30) days, in writing, prior to the effective date of such change.

C. Deductions referred to in Section A above will be made in equal installments on the first pay day of each month of the school year. The Committee will not be required to honor for any month's deduction any authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.

D. Any Custodian desiring to have the Committee discontinue deductions he/she has previously authorized must give the Committee and Union concerned sixty (60) days advance written notice.

E. Every employee covered by this Agreement shall be required, as a condition of employment, to pay an agency service fee to the Union which shall be an amount equal to 90% of the total membership dues as their share of the cost of collective bargaining and contract administration. This requirement becomes effective for any individual employee on or after the thirtieth day following the

beginning of the employee's employment or the effective date of this Agreement, whichever is later. Workers may pay membership dues to the Union instead of the agency service fee provided the employee is eligible and remains a member in good standing of the Union. The Committee shall deduct from an employee's pay check each month, the amount of the agency service fee or dues for that month and forward this amount to the Union, provided the employee or Union presents to the Committee the employee's written authorization for such deductions to be made.

ARTICLE IX EXTENDED LEAVE OF ABSENCE

A. Military Leave

Military Leave will be granted to any custodian who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a Custodian will be placed on a salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of this absence up to a maximum of three (3) years.

- 1. All benefits to which a custodian was entitled at the time his/her leave of absence commenced, including unused accumulative sick leave, will be restored to him upon his his/her return pursuant to the rules and regulations of the Civil Service Commission.
- 2. Upon his/her return from a leave of absence taken pursuant to Section A, a Custodian will be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position. In regard to a leave taken pursuant to Section A, it is recognized that the Committee may fill the position in question at the time said leave commenced.

B. All requests for extension or renewals of leave shall be applied for and shall be granted in writing pursuant to the rules and regulations of Civil Service.

C. Other leaves of absence without pay may be granted by the Committee.

D. Parental leave up to one (1) year will be granted without pay. In the event that a Custodian or Custodial Attendant's child is born prior to the requested date of the parental leave, it is agreed that, barring complications as certified by medical record, the parental leave will commence as of the date of birth. It is further agreed that all provisions of Section D which pertain to parental leave will also apply to adoption and/or foster proceedings and the legal placement of a child with the employee. The Union acknowledges that the Union and the Committee are subject to the provisions of the Family Medical Leave Act (FMLA). The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leaves and will be deducted from the employee's statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA.

ARTICLE X TEMPORARY LEAVE OF ABSENCE

A. Custodians will be entitled to the following temporary leaves of absence with pay each school year:

- 1. Up to four (4) days at any one time in the event of the death of a Custodian's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, or sibling. Additional bereavement leave may, when necessary, be granted by the Superintendent of Schools.
- 2. Up to one (1) day in the event of the death of an uncle, aunt, brother -inlaw, sister-in-law, grandparent, niece, nephew, first cousin, and grandchild or any other individual or relative living in the immediate household.
- 3. Time necessary for appearance in any legal proceedings connected with the custodian's employment or with the school system or in any legal proceedings connected with the Custodian's employment if the Custodian is required by law to attend. Time necessary for legal proceedings not connected with the Custodian's employment may be granted at the discretion of the Superintendent of Schools or his/her designee.
- 4. Time necessary for union representatives to attend union conferences and conventions provided, however, the advance approval of the Superintendent of Schools or his/her designee is received.

B. Temporary leaves of absence taken pursuant to Section A above will be in addition to any sick leave to which the Custodian is entitled.

C. A maximum of seventeen (17) days per school year for Custodians called into temporary active duty of any unit of the United States Reserves or the State National Guard provided such obligations cannot be fulfilled on days when school is not in session. Custodians who are on temporary active military duty will be paid their regular rate of salary.

D. The Committee recognizes that on occasion a situation may arise that pertains to the protection of the custodian's immediate well-being and/or property. When such a situation does arise, the Custodian may petition the Superintendent of Schools or his/her designee for release time from normal employment at no loss in pay. Every effort will be made by the Superintendent or his/her designee to give due weight to all factors involved.

E. An employee shall, on approval by the Department Head, be eligible to use three (3) personal days per fiscal year at the employee's regular straight-time

pay in order to transact urgent personal, household, or legal business which cannot be transacted outside his/her regularly scheduled workday. A personal day shall not be granted on the day immediately before or after a vacation period or holiday, unless there are extenuating circumstances and the Department Head or his/her designee has approved the personal day. No personal day shall be approved two (2) weeks prior to the start of the school year without the prior written approval of the Supervisor of Custodians. Any such approval must be based on unusual or extraordinary circumstances. A request for approval of a personal day shall, except in an emergency, be filed in writing on an approved form with the Department Head or his/her designee not later than three (3) working days prior to the requested leave. Personal days shall not accumulate from year to year and shall be awarded each school year as of July 1st. No more than five (5) bargaining unit member system-wide will be allowed to take a personal day on a particular day except in case of emergency. Employees hired after March 1 of a given school year shall be ineligible for personal days for that fiscal year.

ARTICLE XI SICK LEAVE

A. Custodians will be entitled to fifteen (15) sick leave days each school year as of July 1. Sick days may be accumulated from year to year to 245 days.

B. When the sick days are to be posted in July, the School Department will look back to July 1 of the preceding year to determine if the individual was on Workers' Compensation or an unpaid status at any time during that year. If the individual was on Workers' Compensation or unpaid status for more than fifteen (15) consecutive work days during any one month in that preceding year, then the number of sick days to be posted will be lessened by 1-1/4 days for each of those months. If they were on Workers' Compensation or unpaid status for the entire preceding year, they will receive no posting of sick days.

C. It is agreed that as of October of each year a listing of the total amount of accumulated sick leave will be made available to each custodian.

D. Employees must notify their supervisor by phone with as much advance notice as possible and in no event, less one hour prior to the start of his/her shift or as soon as practicable for a mid-shift departure, of his/her intention to use sick time. Employees must also call in their absence to the Absence Management System (AESOP) one hour prior to the start of their shift. Failure to follow this procedure will result in discipline.

E. Upon the retirement or death of a Custodian who has completed the below referred years of service in the Brockton School System, said Custodian or his/her estate will receive one-half ($\frac{1}{2}$) pay for his/her unused accumulated sick leave days at the rate of compensation which he/she is receiving at the time of

his/her retirement or death, according to the following schedule:

<u>Completed</u> Years of Service	<u>Maximum days</u> to be redeemed
20	100
29	130
30	155

F. An employee will be absent from duty without loss of sick leave or pay for the following reasons: When an employee is absent from duty because of illness or injury for which he/she would be entitled to compensation under the provisions of the General Laws of Massachusetts, he/she shall receive compensation in accordance with Chapter 152, Section 69, of the General Laws.

G. The Sick Leave Incentive Plan which is present in <u>Article X</u>, Section F, shall be extended into the July 1, 1996, - June 30, 1999, contract. All Custodians who are on a paid status for the entire fiscal year shall be eligible for a stip end for the conservation of sick leave. Said stipend shall be paid at the end of the fiscal year, or at the beginning of the next fiscal year according to the following schedule:

Number of Sick Days Used	<u>Number of days Redeemable</u> \$100.00/ Day
0	5 = \$500
1	4 = \$400
2	3 = \$300
2	5 = \$300
3	2 = \$200
4	1 = \$100

Days redeemed shall be deducted from the Custodian's accumulated sick leave days. Custodians who choose to redeem sick days must notify the Superintendent in writing by June 1 of the year in question. A failure to so notify will exclude the Custodian from receiving a stipend.

H. Where the employee has been absent for five (5) consecutive school days within the same school year, the principal or Superintendent may require that the employee submit satisfactory medical evidence regardless of the length of absence. Where an employee is absent for five (5) or more school days, the principal or Superintendent retains the right to require that the employee provide satisfactory medical documentation stating that the employee is fit to return to work before the employee may return to work. At the principal or Superintendent's discretion, the failure to produce such evidence within five days of a request may result in the denial of sick leave for the period of absence. It is expected that employees will use sick leave only for the purposes allowed by this Article. Where the principal or Superintendent or their designee has reason to

believe that sick leave use is being abused, employees may be denied sick leave for the period of the absence and may be subjected to progressive discipline.

I. Sick Leave Bank

a. A sick leave bank shall be established for the purpose of making additional sick leave days available to bargaining unit members who have been employed in Brockton for at least two (2) years, who have exhausted their entire sick leave accumulation through prolonged illness, and who have a serious illness or injury. A serious illness or injury shall be one which requires the employee's absence from work for more than ten (10) consecutive work days. Participation in the sick leave bank shall be voluntary.

b. To be eligible to join the sick leave bank, an employee must have accumulated at least twenty (20) sick days as of the first day of the school year and must apply for membership on a form approved by the Sick Leave Bank Committee. Employees wishing to join the bank must, except as is otherwise provided herein, submit an application for membership by October 1st of the school year in which he/she desires to join. An employee who desires to withdraw from the bank must do so by October 1 of the school year of withdrawal.

c. The sick leave bank shall be administered by a Sick Leave Bank Committee comprised of four (4) persons, two (2) appointed by the Union and two (2) by the Committee. Decisions of the Sick Leave Bank Committee shall be final and shall not be subject to the Grievance Procedure.

In administering the Bank, determining eligibility and determining the amount of leave, the following general criteria shall be applied by the Sick Leave Bank Committee:

- medical evidence of serious extended illness;
- prior utilization of eligible sick leave; and,
- other factors as a majority of the Sick Leave Bank Committee may deem appropriate.

No days may be withdrawn from the Bank for any illness other than prolonged illness or accident. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding, with any appeal limited to the Sick Leave Bank Committee itself.

e. The Sick Leave Bank will be funded by deducting one (1) sick leave day from the accumulated sick leave days of each employee who has qualified to participate in the Bank and to contribute such days to the Bank. In no event shall the number of accumulated sick days in the sick bank exceed one hundred thirty (130). When the Bank is depleted to ten (10) sick leave days, an additional assessment of one (1) day of sick leave shall be made against the sick leave account of each eligible employee who has agreed to participate in the Bank.

f. A grant of sick leave days from the Bank shall not exceed thirty (30) days per request, after which the employee may reapply for additional days. The School Department shall maintain the discretion to grant fewer than thirty (30) days per request. The sick leave days granted by the Bank will be retroactive to the first day of the employee's illness or injury after his/her personal sick leave has been exhausted. In the event of a difficult to diagnose disease, eligibility will be considered from the first point from which the illness began. Requests for Sick Leave Bank days shall be submitted in writing to the Sick Leave Bank Committee and shall include a written statement from the employee's physician indicating the nature and extent of the illness or injury and the estimated time that the employee will be absent from work.

ARTICLE XII PROMOTIONS

A. For the purposes of this Article a promotional position is defined as any full-time position paying a salary differential and/or any position on the administrator/supervisor level, including, but not limited to, the positions of Supervisor, and Senior Building Custodians. Whenever a vacancy occurs in a position that pays a salary differential or on the administrator/supervisor level, including but not limited to Senior Building Custodian, the position will be adequately publicized by the administration. The qualifications for the position and its duties will be clearly set forth. Applications for any position should be filed in writing. All vacancies will be posted internally for five (5) work days.

B. If a new bargaining unit position is established, the Committee will negotiate with the Union over an appropriate salary for such a position. The Union, however, recognizes that the sole responsibility of establishing salaries is the prerogative of the Committee. Therefore, the Union agrees that it may negotiate over a possible salary change but the final decision of the Committee will not be subject to arbitration.

C. In the event that there are any substantial changes in the duties of any existing bargaining units, the Committee agrees to negotiate with the Union relative to possible modifications in the salary for such position.

D. The Committee agrees to consider any criteria which the Union may suggest for use in the selection of personnel to fill vacancies in promotional positions.

E. Promotions will be made without regard to race, creed, color, nationality, sex, or marital status.

ARTICLE XIII SENIORITY FOR JOB BIDDING

A. Senior Building Custodians

The School Department will award vacant Senior Building Custodian positions to the most qualified applicant. In making such determination, the School Department may consider the applicants' skills, training, experience, and other relevant factors. In the event all other factors are determined to be substantially equal, the position will be awarded to the qualified candidate with the most seniority, with seniority being determined from the date of initial hire. It is understood that an employee must have at least three (3) years of service in order to be eligible to bid for a Senior Building Custodian position.

B. Building Custodians

- 1. Seniority shall prevail in all openings for Building Custodians.
- 2. Seniority of a Building Custodian shall be determined by the date of permanent appointment.
- 3. In the event that seniority cannot be determined by applying section two above, determination of a custodian's seniority shall then be made from his/her position on the list as established by the Civil Service Commission.

C. An employee who bids for and is awarded a position during a calendar year shall retain the ability once only during that calendar year to re-bid for his/her original position. The employee shall not be required to wait a specific period of time before rebidding for his/her original position.

ARTICLE XIV IN-SERVICE TRAINING

A. As a means of maintaining professional attitudes and esprit de corps among Custodians, the Committee agrees to establish in-service training meetings, classes, and workshops at appropriate times during the school year. The determination of time with respect to the above-mentioned in-service meetings, classes and workshops will be established by the Superintendent of Schools or his /her designee. Participation in the in-service training activities shall be mandatory at the discretion of the Supervisor of Custodians.

B. The Supervisor of Custodians shall meet with the workshop committee of the Union during the midterm vacation for the purposes of discussing ways and means of bettering Custodians' service.

C. Providing the advance approval of the Superintendent of Schools or his/her designee is obtained, the Committee will pay the reasonable expenses (including tuition, fees, meals, lodging and/or transportation) incurred by Custodians who attend in-service training courses, workshops, seminars, conferences, or other Custodian improvement sessions.

ARTICLE XV VACANCIES

A. Definition

A vacancy is defined as an opening caused by promotion, death, retirement, discharge or the establishment of a new position.

B. Procedure

- 1. When a vacancy occurs, notification of the vacancy shall be posted in each school for not less than one (1) week prior to the closing date of applications. Notice shall indicate the name of the school, the title of the available position and the specific duties of the position.
- 2. Custodians who wish to be considered and have the necessary qualifications for the position must contact the School Department in writing.
- 3. All vacancies and/or promotional positions shall be filled at the recommendation of the Facilities Director, subject to the approval of the Deputy Superintendent of Operations, consistent with the provisions of M. G. L. c. 71, sec 59B.
- 4. Any position that is to be vacated due to retirement shall be posted in all buildings at least thirty (30) days, whenever possible, before the retirement is to become effective. A Custodian assigned to take the place of a retiring Custodian shall work, whenever possible, with the retiring Custodian for five (5) days prior to the retirement. A Senior Building Custodian shall be assigned whenever possible, thirty (30) days prior to the effective date of the opening of a new school. With respect to all other vacancies, notification of available vacancies shall be posted as follows:

Bidding Procedures

- (1) Bids will be posted once every four months and when promotional opportunities are posted, with no bidding between July 1 and September 1, unless a promotional opportunity is posted.
- (2) New hires are restricted from bidding until completion of their 6month probationary period. All other employees may bid on open positions each bid cycle.
- (3) Notification and Transfer
 - a. In writing by the Superintendent of Schools or his/her designee on the Friday following the closing.
 - b. Transfer to new position on the following Monday.

Administrative Procedure - Bids

1. The mechanics of posting, closing and determination of seniority for all bids within the system shall be the responsibility of one person. Said

person to be determined by the Superintendent of Schools or his/her designee. It shall also be the responsibility of this individual to maintain a current system-wide listing by seniority.

- 2. When temporary vacancies occur in that portion of Article I of this contract which pertains to Senior Building Custodians, Elementary Senior and Building Custodians in charge, these vacancies shall be filled on a temporary basis by Senior Building Custodians.
- 3. All appointments, whether of a temporary or permanent nature, will be made without regard to race, creed, color, nationality, sex or marital status.
- 4. The successful bidder and appointee to the vacant position will be notified in writing, by the Superintendent of Schools or his/her designee.
- 5. All appointments and transfers will be subject to the rules and regulations of the Civil Service Commission.

ARTICLE XVI VACATION POLICY

A. Vacation time for custodians will be allocated on the following

basis:

Number of Years	<u>Days per Month</u>	Number of Days
1st and 2nd	1	12
3rd and 4th	1 1/4	15
5th and 6th	1 1/2	18
7th and 8th	13/4	21
9th and 10th	2	24
Over 10		25

B. Full vacation allowance must be taken by the Custodian each year and may be taken at any time, subject to the rules set out below All requests for vacation must be approved by management, and the parties agree that there must be at least one (1) custodian scheduled to work in each building on each regular shift. In the months of June, July, and August, no bargaining unit member may use more than ten (10) vacation days cumulatively in any one month. Requests to use vacation in increments in excess of one day must be submitted at least five (5) working days in advance. Requests to use vacation in increments of one day or less must be submitted at least twenty-four (24) hours prior to the start of the requested vacation.

Up to five (5) accrued and unused vacation days may be carried over into the next school year with the express approval of the Superintendent of Schools or his/her designee with written notice of such requested received by May 1st. Bargaining unit members shall have the option of cashing out up to five (5) days of their unused vacation in June of each year. Notice of a cash out request must be provided in writing to the Business Office by May 1st.

No vacation shall be approved two (2) weeks prior to the start of the school year without the prior written approval of the Supervisor of Custodians. Any such approval must be based on unusual or extraordinary circumstances.

C. In certain cases of merit, upon receipt of written notice by the Custodian in which he specifically points out the reasoning of his/her request, said notice being presented thirty (30) days prior to the vacation period, the Superintendent of Schools or his/her designee, will make ready that portion of his/her vacation money due the Custodian prior to the start of his/her vacation.

D. It is understood that the Supervisor of Custodians will review vacation schedules to assure that on the five (5) work days preceding the day on which teachers must report for work at the start of each school year, each and every building (exclusive of the high school) will have at least one (1) full-time Custodian on each day shift, that at the high school at least twenty-five percent 25%) of the work force will be in work, and that at least two (2) school lunch drivers will be in work on those days. It is further understood that on the day that teachers must first report for work at the start of each school year, no Custodian will take a vacation day except with the prior approval of the Superintendent or his/her designee.

If an employee should die before using all of his/her vacation entitlement, the amount of vacation pay remaining and the amount accumulated during the year of death shall be paid to the employee's estate. Employees who have completed eight or more years of continuous, consecutive years of service as a custodian for the Brockton School Department as of the July 1 start of a given fiscal year, shall be able, during that year, to sell back to the School Department up to one week (five days) of his/her annual vacation allotment that s/he would have otherwise been entitled to take during that fiscal year.

ARTICLE XVII SUMMERTIME USE OF BUILDINGS FOR EDUCATIONAL PURPOSES

When a school building is to be used in whole or in part by the Brockton School Department for educational purposes during the summer vacation period, the Senior Building Custodian shall be notified by the Supervisor of Custodians at least two (2) weeks prior to use, if possible. This shall include all Federal and State Projects. It shall then be the duty of the Senior Building Custodian to prepare a work schedule, subject to the approval of the Supervisor of Custodians, of service needed by the Brockton School Department.

ARTICLE XVIII SAFETY PRECAUTIONS

A. All laws and rules and regulations adopted by the Department of Labor

and Industries as established under Chapter 149, Section 38 and including those now in effect governing the prevention of accidents in any type of employment, shall be applicable to Custodians of the School Department of the City of Brockton as covered by this contract.

B. When, in the opinion of the Superintendent or his/her designee, protective wear is needed to perform duties, said protective wear shall be provided by the Committee.

C. Global Positioning System ("GPS") monitoring devices will be installed in all vehicles owned by the Committee and operated by employees under this contract. GPS devices shall be used for the primary purpose of monitoring vehicle location and promoting safety. This shall not preclude the use of this information for other purposes.

ARTICLE XIX LEGAL HOLIDAYS AND JURY DUTY

A. The Committee agrees that a Custodian will not be required to report for work when the eleven (11) legal holidays fall on any normal working day and the Committee further agrees that a custodian who has a regularly scheduled day off on a legal holiday will receive a day of compensatory time. In order to receive compensation for a holiday, a Custodian cannot be on a "no pay" status for either the work day preceding or the work day following a holiday.

	2) legal holidays are as listed below:
New Year's Day	Washington's Birthday
Patriots' Day	Memorial Day
Juneteenth Independence Day	
Independence Day	Labor Day
Columbus Day	Veterans' Day
Thanksgiving Day	Christmas Day
Martin Luther King Day	Day after Thanksgiving

C. Custodians, while serving on jury duty, will be paid their regular rate of salary, reduced, however, by the amount received by them from the authority which compensates them for their jury duty.

D. If the day before Christmas Day, New Year's Day, and Thanksgiving Day is a scheduled workday, then Custodians shall work only a half-day on those occasions, providing there is either a half-day of school or no school on those days. On each of these above-stated half-days, Custodians' hours shall be determined by the Superintendent or his/her designee. Additionally, when there is no school on Good Friday, Custodians will not work on that day.

ARTICLE XX CUSTODIANS' FACILITIES

A. Each school presently in use, whenever possible, will have the following facilities:

- 1. Space in each building for safe storage for personal belongings and supplies.
- 2. Whenever possible, a phone in order that the Custodian may be able to communicate with the main office in the event of emergency.
- 3. A bulletin board in each school located in the area of the Custodian's office for the purpose of displaying notices, circulars and other Union materials. Copies of all displayed materials will be given to the Building Principal, but his advance approval will not be required. The Union agrees, however, that it will not post any material which is derogatory to the Administration, Committee or any member thereof or to the Brockton School System.

ARTICLE XXI LONGEVITY

Longevity Schedule is as follows:

Length of Service	Amount
Over 5 years up to and including 10 years	\$480
Over 10 years up to and including 15 years	\$750
Over 15 years up to and including 20 years	\$950
Over 20 years up to and including 25 years	\$1,250
Over 25 years	\$1,350

Longevity payments will be made at the same time as all other bargaining units who are eligible for such payments.

ARTICLE XXII PERSONAL INJURY

With respect to payment of Worker's Compensation and coordination of sick leave and vacation time, the same will be coordinated under the provisions of General Laws, Chapter 152, Section 69 as amended.

ARTICLE XXIII SALARIES*

A.	The shift differential will be	e as follows:
	<u>Shift</u>	<u>Percent</u>
	2:30 p.m. to 10:30 p.m.	9%

The custodians who regularly work the 11:00am to 7:00pm shift, will, during the following four-hour period ONLY, 3:00pm through 7:00pm will receive an hourly shift differential of four (4%) percent.

*See Appendix A for salary schedules.

Effective upon the ratification of this agreement, only those custodians who are known as "Traveler" or an "Outside/Inside City-wide School Custodian" will, only for the weeks that they are permanently assigned to one of these two assignments, shall receive an additional \$25 per week. (At the time of this agreement, it is understood that there are only seven employees who collectively hold one of these two positions and are eligible for this benefit).

B. All employees will be paid via direct deposit into a bank account established by the employee. Each employee will cooperate in terms of providing the necessary account information to the School Department. An optional orientation program regarding the School Department's online payroll data system will be offered to employees prior to the effective date above.

ARTICLE XXIV INSURANCE

The cost of the following types of insurance coverage will be paid for each custodian as ordained by the City Ordinance:

A. A five thousand-dollar (\$5,000.00) life insurance policy that is presently available to all other City Employees.

B. All HMO options that are available to the members of the bargaining unit shall be specified in a letter to be sent to each member of the bargaining unit each year prior to the annual open enrollment period.

C. An employee's contribution to the total monthly premiums for a Cityoffered health benefit plan shall be twenty-five percent (25%) and, if the employee so authorizes, all such employee premium contributions shall be deducted from his/her salary on a so-called "Cafeteria plan" pre-tax basis.

Insurance Annuity Plan

To become effective on July 1, 2003, or when all City and School Department unions agree if such date is later than July 1, 2003, Custodians enrolled in any City offered health insurance plan shall contribute twenty-five (25%) of the total monthly premiums for any such plan, and the City shall pay the remaining seventy-five (75%). When the 25% employee contribution in initiated, the language in the following paragraph will become effective.

In each full contract year that Custodians pay 25% of the total premiums for a City offered health insurance plan, Custodians who were employed during 2002 - 2003 (either active Custodians or Custodians who were on an approved leave of absence) and who were enrolled in a City offered health plan during that year ("eligible Custodians") will be paid the following annual stipend, to be paid as part of their regular salary, depending upon the health insurance plan and level of coverage (i.e. individual coverage vs. family coverage) in which they were enrolled in 2002 - 2003. Custodians who were not employed in the bargaining unit in 2002 - 2003 and/or who were not enrolled in a City offered health insurance plan in 2002-2003 will not be eligible for this stipend. This stipend will be regarded as regular compensation and will be subject to normal deductions, including retirement deductions. Beginning on July 1, 2004, the listed stipends will be increased by the amount of the general salary increase in that year and in future years. Eligible Custodians, who change plans, change level of coverage, or drop off of health insurance entirely after June 30, 2003, will continue to receive the stipend that corresponds to the plan and level of coverage that they had during 2002 - 2003. Eligible Custodians who return from an approved leave of absence or who are recalled after a layoff will remain eligible for the stipend. Eligible Custodians who resign and who later are rehired, however, will no longer be eligible for the stipend.

Master Medical Master Medical HMO Blue HMO Blue	-Individual \$ -Family \$ -Individual \$
Blue Choice Blue Choice	-Family \$ -Individual \$ -Family \$
Harvard Pilgrim Harvard Pilgrim	-Individual \$ -Family \$

[Note that the above stipends will be the dollar amounts that correspond to 5% of the total annual premiums for the listed plans as of July 1, 2003.]

It is agreed that if in the first year of implementation the 25% employee contribution is in effect for only a portion of the year, the above stipends will be pro-rated.

D. Bargaining unit members will be eligible to participate in the City's Dental Plan on a contributory basis with each participating member paying fifty percent (50%) of the total monthly premium for such coverage and with the School Committee paying the remaining fifty percent (50%). For those bargaining unit members who are already participating in the City's Dental Plan as of the date of ratification of this Agreement, the School Committee's fifty percent (50%) share of the total monthly premium shall begin to be paid upon the appropriation of the necessary funds by the City Council and such fifty percent (50%) contribution by the School Committee shall be made retroactive to September 1, 1999. For those bargaining unit members who are not participating in the City's Dental Plan as of

the date of ratification of this Agreement, there shall be a one-time interim enrollment period during the month of December, 1999, during which any bargaining unit member may enroll in the City's Dental Plan; for any bargaining unit member who so enrolls in the City's Dental Plan during the aforesaid onetime interim enrollment period, the School Committee's fifty percent (50%) premium contribution shall begin as of February 1, 2000.

Commencing July 1, 2006 participants in Master Medical will pay thirty percent (30%) of the total premium. *

On July 1, 2006 (or soon thereafter) individuals who were on Master Medical family plan coverage during the 2005-2006 contract year who convert to a less expensive plan coverage or who drop Master Medical health insurance for the 2006-2007 contract year will be paid a one-time stipend of \$ 1,500.00, while individuals who were on Master Medical individual plan coverage during 2005 - 2006 contract year who do the same will be paid a one-time stipend of \$800.00. Individuals who are paid said stipend will sign an agreement pledging that if they enroll in Master Medical in years thereafter, they will refund to the School Department one-half of the stipend that they were paid.

* It is expressly understood that the above referenced change will not take effect until it has been implemented by the School Department and the City of Brockton with regard to all City and School Department bargaining unit employees.

ARTICLE XXV GENERAL

A. There will be no reprisals of any kind taken against any custodian by reason of his/her membership in the Union or participate in its activities.

B. If negotiation meetings between the Committee and the Union are scheduled during a school day, the representatives of the Union will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in these meetings.

C. The Committee will, upon request, provide the Union with any available information which is neither confidential or privileged under law which may be necessary for the Union to process grievances under the terms of this Agreement.

D. No Custodian will be prevented from wearing pins or other identification of membership in the Union or any other Union organization.

E. Custodians will have the right, upon request, to review the contents of their personnel file, excluding confidential communications. A Custodian who desires to authorize an officer to the Union to have access to his/her record may make such a request, in writing, for each occasion. The Union officer, upon surrender of said written authorization to the Committee, shall be shown personnel records, provided, however, that confidential communications are not abridged or violated.

F. The Union and the School Committee recognize that each job classification contained in Appendix A has particular work responsibilities which distinguish that classification from other classifications. Specific job descriptions, consistent with these work responsibilities, shall be prepared, if possible, by a joint committee of an equal number of Union and School Committee representatives. The responsibility for establishing the specific job descriptions rest ultimately with the Supervisor of Buildings and Grounds. The job descriptions will be posted in the schools in order that it may be referred to in case of replacement due to sickness, accident, death, etc. The joint committee of Union and School Committee representatives shall also meet periodically to consider the reclassification and upgrading of custodians where appropriate.

G. A copy of all communications from the Superintendent's office pertaining to the use of a school building shall be addressed to the Senior Custodian at the respective buildings.

H. The Committee agrees to consider any recommendations made through the Supervisor of Custodians which the Union may make relative to the selection of proper equipment for custodians.

I. Mileage, when authorized by the Superintendent of Schools or his/her designee, shall be computed by using the most direct and practical highway from a particular job to another job. Mileage will be paid at the rate being paid to employees by the city of Brockton.

J. The determination of a custodian's hourly rate of pay will be made by multiplying the forty (40) hours per week by fifty-two (52) weeks. This product will then be divided into the custodian's annual salary. For custodians above the basic rank of Junior Building Custodian and the appropriate ratio will be applied.

K. Uniforms shall be provided by the School Committee to custodians and shall be worn by custodians at all times while on duty. Employees who fail to comply with the uniform requirement shall be subject to disciplinary action. Repeated violations of this section shall result in additional disciplinary action, up to and including dismissal of employment.

L. One-half the cost of printing the contract shall be paid by the Committee and one-half shall be paid by Teamsters Local 653.

M. The School Department will provide a \$150.00 boot allowance each year to the following categories of employees: Class A#4: Inside/Outside Citywide Positions, Building Maintenance Craftsmen

and Warehouse Travelers.

The School Department will provide a \$100.00 boot allowance each year to the following categories of employees: Custodians.

N. A three hundred fifty dollar (\$350.00) Uniform Cleaning Allowance will be paid at the end of each year to Custodians who have been on paid status for the entire year. Custodians who have been on Workers' Compensation or on unpaid status for a portion of year shall receive a prorated cleaning allowance. The Uniform Cleaning Allowance shall also be used for the custodian to purchase a rain jacket and/or insulated jacket. The School Department will supply employees with twelve (12) t-shirts and/or long sleeve shirts and two (2) sweatshirt per year.

O. The School Department will reimburse employees for the license fee and the cost of required continuing education associated with licenses (excluding drivers' licenses) or certificates required for the employee's position. Upon approval by the Director of Facilities, the School Department may provide such reimbursement for the aforementioned costs associated with licenses or certificated which are not required for the employee's position, but which in the sole judgment of the Director of Facilities, are beneficial to the School Department. Beginning July 1, 2018, all new employees hired on the Outside Grounds staff will be required to possess a license to operate hydraulic equipment. Outside Grounds employees who maintain their hydraulic license will be paid \$0.50 per hour for the license.

P. The School Lunch Program shall supply those employees working for the School Lunch Program with one pair of work boots and any special clothing needed for their freezer work and/or outside work annually. In addition, employees shall be reimbursed for the cost of licenses, permits and registration fees which the employer requires them to obtain and maintain, excluding the basic Class 3 driver's license.

Q. Union representatives are allowed one hour per day, or a total of five hours per week, during their scheduled shifts to conduct union business without the loss of pay at the administration's discretion. This limitation would not apply to arbitrations, negotiations, interviews, or grievance hearings. Management is to be notified when this time is taken or needed with as much notice as possible.

R. Any Outside Grounds employee who obtains and maintains a Massachusetts license to dispense pesticides shall be required to perform duties associated with pesticides and shall be paid \$0.50 per hour for the license so long as the employee maintains the license and performs the requested pesticide functions.

S. Any Traveler who obtains and maintains a hoisting certificate shall be paid \$0.50 per hour from the date of licensure so long as the employee maintains the certification and performs the required functions.

ARTICLE XXVI TRAFFIC DUTY

A. All members of the bargaining unit shall continue to work a regular eight-hour workday. Traffic duty shall be performed by Building Custodians and Senior Custodians as part of their regular eight-hour workday as assigned by the Superintendent or her designee. Performance of traffic duty shall be deemed nondiscretionary and mandatory for those employees to whom it is assigned, dependent on the District's needs and ability to staff. Maintenance Craftsmen shall not be eligible to perform traffic duty. "Traffic duty" shall be defined as each employee doing one (1) morning and one (1) afternoon traffic post per day. Employees must appear for traffic duty as assigned or will be subject to discipline.

B. Employees performing traffic duty will be assigned to a specific traffic duty post, or will be assigned as a "floater." Available traffic duty posts and floater positions shall be assigned first based on seniority within each school building, with additional posts and/or floater positions assigned based on seniority within the Union. Employees assigned to a traffic duty post will normally perform both the morning and afternoon duty at a single assigned post, however, the Superintendent or her designee shall have the discretion to assign an employee two morning traffic posts or two afternoon traffic posts to ensure the flexibility necessary to cover all posts. Floaters will be assigned to locations and duties daily by the Superintendent or her designee.

C. Employees performing traffic duty shall be compensated \$3.50 effective July 1, 2022; \$3.87 effective July 1, 2023; and \$4.37 effective July 1, 2024 per hour in addition to the employee's regular rate of pay for all regular hours worked, not to exceed eight (8), on each day during which the employee performs both shifts of his/her full assigned traffic duty. In the event an employee only performs one shift of his/her assigned traffic duty on a given day (i.e. either the morning or the afternoon shift), the employee will be compensated \$1.75 effective July 1, 2022; \$1.94 effective July 1, 2023; and \$2.19 effective July 1, 2024 per hour in addition to the employees will only receive this additional pay on the days which they actually perform traffic duty. Employees will not receive payment for any mileage incurred as a result of their traffic duty.

D. Employees will not receive payment for any mileage incurred as a result of their traffic duty, and all employees' overtime rates will continue to be based on time and one-half of their regular base rate of pay, exclusive of the premium rates for traffic duty set forth in this Article.

E. The Committee shall have the exclusive authority to determine the number of traffic duty posts and the number of floaters to be utilized at any time. Assignment of traffic duties will be made initially prior to the start of the school year, but will remain subject to change at management's discretion.

F. In the event the Committee determines there will be more traffic duty posts and floaters than the number of available Building Custodians and Senior Custodians, the Committee shall have the exclusive authority to fill the excess posts and floater assignments with non-bargaining unit personnel.

G. The Superintendent or his/her designee will have sole discretion to determine, on a daily basis , whether to fill vacancies in traffic posts created by the absences of custodians assigned to traffic duty. In making such determination, the Superintendent or his/her designee may utilize any combination of the following: assignment of floaters to vacant posts; temporary re-assignment of other employees' traffic posts to account for the needs of the system; utilization of any available and unassigned Building Custodians or Senior Custodians, or utilization of non-bargaining unit personnel pursuant to Paragraph E. All such-staffing and deployment decisions shall be the sole prerogative of the Superintendent or her designee, and the Parties agree that the Committee is under no obligation to fill any daily vacancies created by custodial absences.

H. One (1) hour of overtime will be authorized for one Daytime Senior Custodian from each school to open their school building each morning when students are scheduled to be in attendance. Notwithstanding any conflicting contractual language or past practice, the Superintendent or her designee may modify the starting and/or ending time of any Senior Custodian's regular shift in order to accommodate the changes to the traffic duty model set forth above.

ARTICLE XXVII DURATION

A. Subject to the provisions of Section B below, the Agreement will be effective as of July 1, 2022, and will continue and remain in full force and effect until June 30, 2025. Both parties agree that not later than September 2023 they will enter into negotiations for a Successor Agreement to become effective as of July 1, 2024. If negotiations for a Successor Agreement are not completed by June 30, 2024, this agreement will continue in effect until said negotiations are completed but in no event later than December 31, 2024 and any agreements reached during said extension period will be retroactive.

B. Each party may, upon thirty (30) days written notice to the other, reopen negotiations relative to any mutually agreed upon negotiable subject not covered by the terms of this Agreement.

C. It is understood by the Union that in order to fund the cost items in this settlement, (July 1, 2022- June 30, 2025) the elimination of positions may occur during the life of this agreement and redeployment discussions may be necessary.

ARTICLE XXVIII FINAL STEP INCREASE PLAN

A. It is hereby agreed that a Final Step Increase Plan shall be established wherein a Union member may file a notice of intent to exercise a final step increase provided that the member has reached at least his/her fifty-second (52) birthday and that he/she has not yet reached more than one (1) day beyond his/her sixty-fifth (65) birthday. In order to be eligible for the Final Step Increase Plan, said member shall have completed at least twenty (20) years of service with the Committee. A member who complies with the requirements of this Article shall receive a Final Step Increase Plan for a period of up to three (3) years. The period of time for which the incentive is paid shall be consecutive and shall end on his/her final date of employment. Any bargaining unit member who accesses the Final Step Increase Plan shall not advance beyond Step 25 on the salary schedule. Any bargaining unit member who has advanced beyond Step 25 on the salary schedule shall not be eligible to participate in the Final Step Increase Plan.

B. An Union member who wishes to participate in the program shall file a written notice containing his/her final employment date, with the Office of the Superintendent by no later than November 1. Notice of an employee's final employment date is final and irrevocable and members electing to file for a Final Step Increase Plan must leave the School Committee's employment on the date specified in the written notice.

C. The Final Step Increase Plan shall be twelve percent (12%) which means that a member who files notice of his/her final employment date in compliance with the requirements set forth above, shall receive a salary that is twelve percent (12%) higher than that to which he/she would otherwise be entitled during his/her participation in the program. For purposes of this provision, "salary" is defined as the total of the employee's base wage and longevity benefit to which he/she is entitled for the respective period.

D. This benefit shall be in addition to any other separation package offered by the Commonwealth.

ARTICLE XXIX COMMITTEE RIGHTS

The Brockton School Committee and the Superintendent are provided with powers under the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed or construed to derogate from or impair any power, right or duty conferred upon the Committee or the Superintendent by law or any rule or regulation of the Commonwealth. Except where such rights are specifically relinquished, abridged, or limited by the provisions of this contract, the Committee and Superintendent have and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it including but not limited to the determination of educational policy, the operation of the schools and the direction of the working forces. Said areas are exclusively those of the Superintendent and/or the School Committee in accordance with the laws of the Commonwealth.

Additionally, nothing in this Agreement shall limit the Brockton School Committee and the Superintendent in the exercise of its functions of management and in the direction and supervision of the School Department. This includes, but is not limited to, the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours of work and lunch or break periods; hire; suspend; demote; discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in skills except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the School Committee, acting through its Superintendent, Principals or other appropriate officials strictly adhering to the chain of command as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Custodians.

By way of example but not limitation, Management retains the following rights:

to determine the mission, budget and policy of the School Department; to determine the organization of the Department, the number of employees, the work functions, and the technology of performing them; to determine the numbers, types and grades of positions or employees assigned to an organizational unit, work project, or to any location, building, station or facility;

to determine the methods, means and personnel by which the Department's operations are to be carried;

to manage and direct employees of the Department;

to maintain and improve orderly procedures and the efficiency of operations;

to hire, promote and assign employees;

to transfer, or temporarily reassign employees to other shifts or other duties;

to determine the equipment to be used;

to determine the policies affecting the hiring, promotion, and retention of employees;

to lay off employees in the event of lack of work or funds or under conditions where Management believes that continuation of such work would be less efficient, less productive, or less economical; to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned not inconsistent with the provisions of this Agreement; to take whatever actions may be necessary to carry out its responsibilities in situation of emergency; to enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate subject to fulfilling its bargaining objections; to suspend, demote, discharge, or take other disciplinary action against employees, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices; to determine the care, maintenance and operation of buildings, land, apparatus and other property to be used for school purposes; and

Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Nothing in this article will prevent the Union from filing a grievance concerning a violation of a specific provision of this contract. However, where no specific provision of the contract limits its ability to act, Management may exercise its rights under this article without having such actions being subject to the grievance procedure.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the School Committee retains the right to make changes but only after prior consultation with the Union, involving notice and opportunity to bargain, if the Union so requests, to the point of agreement or impasse.

It is understood and agreed by the parties hereto that the School Committee does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives. This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be allinclusive. Management reserves the right to assign duties consistent with a custodian's education and ability, regardless of whether the exact duty is listed in any written job description.

Furthermore, it is agreed that taking or consuming drugs or alcoholic beverages or being under the influence of drugs or alcoholic beverages during any period of the work day may be grounds for discharge from employment with the Brockton School Department.

The exercise of the foregoing powers, rights, authority, duties and

responsibilities by the School Committee, the adoption of reasonable policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the School Committee under the laws of the Commonwealth.

ARTICLE XXX TRAVELER EARLY START

Two Travelers will be scheduled for early start (5:30AM) overtime each school day to cover for Senior Custodians.

ARTICLE XXXI SENIORITY

An employee's seniority means his/her length of continuous employment by the Brockton School Committee in a bargaining unit position.

If employee is retained beyond his/her probationary period, his/her seniority shall then date back to the beginning of his/her continuous employment. An employee's length of continuous employment shall be broken and he or she shall lose seniority if he or she:

- (a) Quits his/her employment;
- (b) Is discharged, terminated or retires;
- Is absent from work for ten (10) or more consecutive working days without notifying the Committee or without adequate reason if s/he does notify the Committee;
- (d) Fails, without adequate reason, to report for work upon recall at the time specified by the Committee or to report for work at the expiration of a leave of absence granted by the Committee; or
- (e) Is laid off and not recalled to work within one (1) year after the layoff.

If an employee is unable to work because of sickness or bodily injury and presents satisfactory proof thereof to the Committee, his or her length of continuous employment shall not be broken but the excess of his/her period of continuous absence over six (6) months shall not be added to his or her length of continuous employment for purposes of seniority, provided that an employee who is unable to work because of an injury incurred while performing his or her assigned duties shall continue to accumulate credit for continuous employment until termination of Worker's Compensation benefits.

ARTICLE XXXII LAYOFF AND RECALL

If the Committee finds it necessary to lay off employees, the procedure set forth in this Article will apply.

The Union will be notified, whenever possible, two (2) weeks in advance of any layoff and, insofar as practicable, of the number, names, and positions of those employees who are affected.

If layoff is necessary, employees shall be laid off in the inverse order of seniority for their position. If an employee who is scheduled to be laid off has higher seniority than an employee in a lower level position for which the employee is qualified, he/she may "bump" or displace the employee with the lowest seniority in the next lower level within the bargaining unit. In no event will an employee be "bumped" by another employee from a lower level position within the bargaining unit.

When the Union has been notified of a lay off as outlined in this Article, it will notify the Committee within seven (7) calendar days of all affected employees' intentions on whether to exercise their "bumping" option. Before hiring into any permanent job in the bargaining unit, the Committee will offer re-employment to any former employees who have been laid off from that position within the last one (1) year, in the inverse order in which said employees were laid off.

There shall be no obligation to offer re-employment to any employee who has been laid off more than one (1) year or who has refused re-employment on one (1) occasion, whichever occurs sooner.

The offer of re-employment shall be sufficient if made by certified letter addressed to the laid off employee at his or her last known address as shown by the records of the Committee. Any such laid off employee must respond to the offer within one (1) week and be available for re-employment within two (2) weeks after the date of the offer; otherwise the laid off employee shall be deemed to have refused re- employment and the Committee's obligation under this Article is satisfied.

An employee recalled within one (1) year of his/her date of layoff will return to his/her former classification with service for the purpose of vacation accrual and longevity pay accrued to the time of layoff.

ARTICLE XXXIII ON CALL PAY

On-call pay, any employee who is designated by the Superintendent or his designee to 'on-call duty' shall receive an amount equivalent to one hour of overtime pay per day so designated regardless if s/he is actually called to work.

If s/he is called to work, the one hour of on-call pay shall be part of the four hours of guaranteed pay. In consideration thereof, the employee agrees to hold himself/herself available to respond to the call within 15 minutes and be on site within 30 minutes after responding to the call.

APPENDIX A SALARY SCHEDULE

- A. Change Heavy Equipment Repairman from classification A-4 to Craftsman pay.
- B. Foreman Pay: Foreman pay will increase to \$150/week. Beginning on July 1, 2021, warehouse and outside grounds foreman will receive foreman pay.
- C. Effective July 1, 2022, all year/step raises shall go into effect at the start of the employee's anniversary date.

Add the following cost of living increases to all salary schedules as follows:

Year 1 (July 1, 2022 – June 30, 2023) Increase all steps and lanes by 2%

Year 2 (July 1, 2023 – June 30, 2024): Increase all steps and lanes by 2%.

Year 3 (July 1, 2024 – June 30, 2025): Increase all steps and lanes by 2% on July 1, 2024; increase all steps and lanes by 1% on January 1, 2025.

Add a new Pay Scale for the following positions: Drivers, Travelers, Pool, BHS Dock as follows:

Positions: Drivers, Travelers, Pool, BHS Dock Shift/Dav Year/Step + 3% +4%(Includes the 1,800 Stipend) 47,786 49,219 1 49,697 15 48,243 49,690 50,172 49.178 18 50.653 51,145 21 50,172 51,677 52,178 25 51,591 53,138 53,654

A3 (Proposed new Pay Class)

Effective July 1, 2022 change step 15 to step 10 and step 18 to step 15 for A-2, A-3, A-4, SC-3, and SC-4.

Effective July 1, 2022, create new steps 21 and 25 for Facilities Craftsmen. These new steps will be created at 2% higher than the next lowest step;

Add new steps 26, 27, 28 at 3% higher than the next lower step with * and the following language. *Bargaining unit members may only move to these steps if they have attained the requisite years of service and have not applied for or received the Final Step Increase Plan outlined in Article XXVIII. Bargaining unit members who move to these steps shall not be eligible to receive any amount under the Final Step Increase Plan outlined in Article XXVIII.

APPENDIX B RESIDENCY

Effective November 28, 2006, members of the bargaining unit who work or have worked for a minimum of seven (7) consecutive years in a position included in the bargaining unit shall no longer be subject to the residency requirement upon completion of said seventh consecutive year of employment.

CLASSIFICATIONS

The following is a definition of the custodian classifications: A_{-1}

<u>A-1</u>

• All building custodians in years 1 to 3

<u>A-2</u>

• All building custodians including Drivers

<u>A-3</u>

- Drivers
- <u>Pool</u>
- BHS Dock

<u>A-4</u>

- Outside Grounds
- Warehouseman
- Travelers

Senior Custodian 3

• All Senior building custodians

Senior Custodian 4

• Senior in charge of entire complex, day shift -- Brockton High School

• Senior in charge of second shift entire complex -- Brockton High School. The Day Senior Custodian position at any school which, as of September 1 of any given school year, has an enrollment of 1,000 students or more, shall be classified as a Senior Custodian #4.

The current Day Senior Custodian in the building at the time enrollment rises above 1,000 students will be classified as Senior Custodian #4 and this position will not otherwise be subject to bidding. In the event that, as of September 1st of any given year, a school which previously had an enrollment of over 1,000 students or more, falls below the enrollment of 1,000 students or more, the classification of Senior Custodian 4 shall become Senior Custodian 3.

Facilities Maintenance Craftsmen

The Day Custodian position at Central shall be reclassified as an A#2 position.

SCHOOL / SITE LOCATIONS Administration Building Angelo School Arnone School Ashfield School **Brookfield School Davis School Downey School Gilmore School** Goddard School Hancock School Huntington School **Kennedy School** Paine Adult Learning Center **Plouffe School Raymond School** North Middle School South Middle School East Middle School West Middle School Swimming Pool - Brockton High School Labor Pool Used City Wide - Inside or outside Gymnasium/Physical Education Building School Lunch Driver B.H.S. Freezer/Dock

MEMORANDUM OF AGREEMENT

The Brockton School Committee and the Brockton School Custodial Union hereby mutually agree as follows:

1. On days which school is not held, for any reason including but not limited to regularly scheduled school vacations, teachers' conferences, and cancellations due to inclement weather or unforeseen circumstances, employees regularly assigned to shifts commencing later than 7:00 a.m. shall have the option of working from 7:00 a.m. until 3:00 p.m. in lieu of their regular shifts. In the event that school is cancelled less than system-wide, employees assigned to those schools in which school is canceled shall have the option of working from 7:00 a.m. until 3:00 p.m. in lieu of their regular shifts from 7:00 a.m. until 3:00 p.m. in lieu of school is canceled shall have the option of working from 7:00 a.m. until 3:00 p.m. in lieu of their regular shifts. All Custodians shall work their regular shift on the day before the opening of school in September.

2. On early dismissal days, employees regularly assigned to shifts commencing later than 12:00 noon, and who work at a school in which students are dismissed

early, shall have the option of working from 12:00 noon until 8:00 p.m. in lieu of their regular shifts.

The Parties agree to extend the Memorandum of Understanding regarding the pick-up of needles for the 2022-2025 bargaining agreement.

1-Jul-22				Shift			
		6:30 am to 2:30					
		pm (BHS,					
		Travelers,					
Pay Class	Year	Outside Grounds	HOURLY	11 am to 7 pm	HOURLY	2:30 pm to	HOURLY
	Step	7 am to 3 pm	RATE	(All Schools)	RATE	10:30 pm	RATE
		(All Middle &				(Ali Schools)	
		Elementary					
		Schools)					
	1	\$ 43,040	20.6923	\$ 43,901	21.1061	\$ 46,914	22.55
A-1	2	\$ 44,805	21.5406		21.9714		23.47
	3	\$ 46,580	22.3944		22.8423		24.40
	1	\$ 49,294	23.6988	\$ 50,279	24.1728	\$ 53,730	25.83
	10	\$ 49,783	23.9342	\$ 50,779	24.4129		26.08
	15	\$ 51,797	24.9022	\$ 52,833	25.4003		27.14
	21	\$ 52,872	25.4191	\$ 53,929	25.9275		27.70
A-2	25	\$ 54,393	26.1503	\$ 55,480	26.6733		28.50
	*26	\$ 56,025	26.9350	-	27.4737		29.35
	*27	\$ 57,706	27.7431		28.2980	\$ 62,899	30.24
	*28	\$ 59,437	28.5755	\$ 60,626	29.1470		31.14
	1	\$ 52,222	25.1067	\$ 53,266	25.6088	\$ 56,922	27.36
A-3	10	\$ 52,723	25.3475	\$ 53,777	25.8544		27.62
	15	\$ 54,755	26.3243	\$ 55,850	26.8508	\$ 59,683	28.69
	21	\$ 55,850	26.8510	\$ 56,967	27.3880	\$ 60,877	29.26
Drivers, Pool, BHS Dock	25	\$ 57,402	27.5969	\$ 58,550	28.1488	\$ 62,568	30.08
	*26	\$ 59,124	28.4250	\$ 60,306	28.9935		30.98
	*27	\$ 60,898	29.2779	\$ 62,116	29.8634	\$ 66,379	31.91
	*28	\$ 62,725	30.1563	\$ 63,980	30.7594		32.87
	1	\$ 57,481	27.6351	\$ 58,631	28.1878	\$ 62,654	30.12
A-4	10	\$ 58,057	27.9122	\$ 59,219	28.4704	\$ 63,283	30.42
63	15	\$ 60,236	28.9597	\$ 61,441	29.5389	\$ 65,657	31.56
	21	\$ 60,830	29.2451	\$ 62,046	29.8300		31.87
Dutside Grounds, Travelers	25	\$ 62,915	30.2474	\$ 64,173	30.8524	\$ 68,577	32.96
	*26	\$ 64,802	31.1548		31.7779	\$ 70,634	33.95
	*27	\$ 66,746	32.0894		32.7312		34.97
	*28	\$ 68,748	33.0519		33.7130		36.02
	1	\$ 57,650	27.7165		28.2709		30.21
	10	\$ 58,225	27.9926		28.5525		30.51
	15	\$ 60,407	29.0420		29.6229		31.65
SC-3	21	\$ 60,998	29.3260		29.9125		31.96
	25	\$ 63,085	30.3293		30.9359		33.05
	*26	\$ 64,978	31.2394		31.8642	*	34.05
		\$ 66,927	32.1764		32.8200		35.07
فالبيب ويتلقو بنعج		\$ 68,935	33.1418		33.8047		36.12
	1	\$ 66,404	31.9250		32.5635		34.79
	10	\$ 67,068	32.2443		32.8891		35.14
	15	\$ 69,430	33.3800		34.0476		36.38
SC-4		\$ 70,114	33.7085		34.3827		36.74
		\$ 72,199	34.7109		35.4051		37.834
	*26	\$ 74,365	35.7524		36.4675		38.970
		\$ 76,596	36.8250		37.5615		40.13
	*28	\$ 78,894	37.9298	\$ 80,472	38.6884	\$ 85,994	41.34

argaining unit members may only move to these steps if they have attained the requisite years of service and have not applied for or received the Final Step Increase Plan outlined in Article XXVIII. Bargaining unit members who move to these steps shall not be eligible to recieve any amount under the Final Step Increase Plan outlined in Article XXVII.

	1	\$ 67,632	32.5154	\$ 68,985	33.1658	\$ 73,719	35.4418
	2	\$ 70,370	33.8316	\$ 71,777	34.5083	\$ 76,703	36.8765
	3	\$ 71,738	34.4892	\$ 73,172	35.1790	\$ 78,194	37.5933
	5	\$ 73,834	35.4970	\$ 75,310	36.2069	\$ 80,479	38.6917
	10	\$ 77,009	37.0235	\$ 78,549	37.7640	\$ 83,940	40.3557
Facilities Craftsman	15	\$ 79,233	38.0926	\$ 80,817	38.8544	\$ 86,364	41.5209
	21	\$ 80,818	38.8546	\$ 82,434	39.6317	\$ 88,091	42.3516
	25	\$ 82,434	39.6319	\$ 84,083	40.4245	\$ 89,853	43.1988
	*26	\$ 84,907	40.8207	\$ 86,605	41.6371	\$ 92,549	44.4945
	*27	\$ 87,454	42.0453	\$ 89,203	42.8862	\$ 95,325	45.8294
	*28	\$ 90,078	43.3065	\$ 91,879	44.1727	\$ 98,185	47.2041

argaining unit members may only move to these steps if they have attained the requisite years of service and have not applied for or received the Final Step Increase Plan outlined in Article XXVIII. Bargaining unit members who move to these steps shall not be alightly to received any amount under the Final Step Increase Plan available to the set of the second state and the second state at the second sta

BPS Custodian Salary Chai	rt	Changed by 2%									
1-Jul-23		Shift									
Pay Class	Year Step	6:30 am to 2:30 pm (BHS, Travelers, Outside Grounds 7 am to 3 pm (All Middle & Elementary Schools)	HOURLY RATE		am to 7 pm Il Schools)	HOURLY RATE	2:30 pm to 10:30 pm (All Schools)	HOURLY RATI			
	1	\$ 43,901	21.1062	\$	44,779	21.5283	\$ 47,852	23.005			
A-1	2	\$ 45,701	21.9717	\$	46,615	22.4111	\$ 49,814	23.949			
Pay Class Sta A-1 2 3 A-1 2 3 1 1 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2	3	\$ 47,512	22,8421	\$	48,462	23.2990	\$ 51,788	24.897			
	1	\$ 50,280	24,1730	\$	51,285	24.6565	\$ 54,805	26.348			
	10	\$ 50,779	24.4128	\$	51,794	24.9011	\$ 55,349	26.610			
	15	\$ 52,833	25.4005		53,890	25,9085	\$ 57,588	27.686			
	21	\$ 53,929	25.9276	· ·	55,008	26.4462		28.261			
A-Z	25	\$ 45,281	21.7696		46,186	22.2050	\$ 49,356	23.728			
	*26	\$ 60,306	28.9935		61,513	29.5734		31.602			
	*27	\$ 62,116	29.8634	<u> </u>	63,358	30.4607	\$ 67,706	32.551			
	*28	\$ 63,980	30.7594		65,259	31.3746		33.527			
	1	\$ 52,222	25.1067	\$	53,266	25.6088	\$ 56,922	27.366			
A-3	10	\$ 52,723	25.3475	\$	53,777	25.8544	\$ 57,468	27.628			
~~	15	\$ 54,755	26.3243		55,850	26.8508	\$ 59,683	28.693			
	21	\$ 55,850	26.8510	\$	56,967	27.3880	\$ 60,877	29.267			
Drivers Pool BHS Dock	25	\$ 57,402	27.5969		58,550	28.1488	\$ 62,568	30.080			
	*26	\$ 59,124	28.4250		60,306	28.9935	\$ 64,445	30.983			
	*27	\$ 60,898	29.2779	<u> </u>	62,116	29.8634	\$ 66,379	31.912			
	*28	\$ 62,725	30.1563		63,980	30.7594	\$ 68,370	32.870			
		\$ 58,631	28.1878		59,803	28.7516		30.724			
	-	\$ 59,218	28.4703		60,403	29.0397	\$ 64,548	31.032			
A-4		\$ 61,441	29.5388		62,670	30.1296	\$ 66,970	32.197			
							· · ·				
Outside Crevede Trevelers			29.8301	<u> </u>	63,288	30.4267	\$ 67,631	32.514			
Outside Grounds, Travelers		\$ 64,173	30.8525		65,457	31.4696	\$ 69,949	33.629			
	*26	\$ 66,098	31.7779		67,420		\$ 72,047	34.637			
	*27	\$ 68,081	32.7312	-	69,443	33.3858	\$ 74,208	35.677			
	-	\$ 70,124	33.7135		71,526	34.3877	\$ 76,435	36.747			
	1	\$ 58,803	28.2707	\$	59,979	28.8361	\$ 64,095	30.815			
	10	\$ 59,390	28.5526		60,577	29.1237	\$ 64,735	31.122			
	15	\$ 61,615	29.6227		62,847		\$ 67,161	32.288			
SC-3	21	\$ 62,218	29.9125		63,462	30.5107	\$ 67,818	32.604			
a second second	25	\$ 64,347	30.9359	· ·	65,634	31.5546	\$ 70,138	33.720			
	*26	\$ 66,278	31.8642	· ·	67,603		\$ 72,243	34.732			
	*27	\$ 68,266	32.8200	\$	69,631	33.4764	\$ 74,409	35.773			
	*28	\$ 70,314	33.8047		71,720	34.4808	\$ 76,642	36.847			
	1	\$ 67,732	32.5635	\$	69,087	33.2148	\$ 73,828	35.494			
	10	\$ 68,409	32.8891	\$	69,778	33.5469	\$ 74,566	35.849			
	15	\$ 70,819	34.0474		72,235		\$ 77,192	37.111			
SC-4	21	\$ 71,516	34.3828	-	72,947		\$ 77,953	37.477			
	25	\$ 73,643	35.4053		75,116		\$ 80,271	38.591			
	*26	\$ 75,852	36.4675	\$	77,369		\$ 82,679	39.749			
	*27	\$ 78,128	37.5615		79,690	38.3127		40.9420			
	*28	\$ 80,472	38.6884	\$	82,081	39.4622	\$ 87,714	42.170			

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	1	\$ 68,985	33.1657	\$ 70,364	33.8290	\$ 75,193	36.150
2	2	\$ 71,777	34.5084	\$ 73,213	35.1985	\$ 78,237	37.614
	3	\$ 73,173	35.1792	\$ 74,636	35.8828	\$ 79,758	38.345
	5	\$ 75,311	36.2071	\$ 76,817	36.9312	\$ 82,089	39.465
	10	\$ 78,549	37.7640	\$ 80,120	38.5193	\$ 85,619	41.162
Facilities Craftsman	15	\$ 80,818	38.8546	\$ 82,434	39.6317	\$ 88,091	42.351
	21	\$ 82,434	39.6319	\$ 84,083	40.4245	\$ 89,853	43.198
	25	\$ 84,083	40.4244	\$ 85,764	41.2329	\$ 91,650	44.062
	*26	\$ 86,605	41.6371	\$ 88,337	42.4698	\$ 94,400	45.3844
	*27	\$ 89,203	42.8861	\$ 90,987	43.7438	\$ 97,231	46.7458
	*28	\$ 91,880	44.1729	\$ 93,717	45.0563	\$ 100,149	48.148

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BPS Custodian Salary Char	τ	Changed by 2%								
1-Jul-24	r	Shift								
Pay Class	Year Step	6:30 am to 2:30 pm (BHS, Travelers, Outside Grounds & Craftsmen) 7 am to 3 pm (All Middle & Elementary	HOURLY RATE	11 am to 7 pm (All Schools)	HOURLY RATE	2:30 pm to 10:30 pm (All Schools)	HOURLY RAT			
	1	Schools)	24 5204	A 45 635	04 0500	ć 10.000	22.40			
A-1	2	\$ 44,779 \$ 46,615	21.5284		21.9589		23.46			
A-1	3		22.4111		22.8593		24.428			
		\$ 48,462	23.2992		23.7651		25.39			
	1	\$ 51,286	24.6565		25.1497		26.875			
	10	\$ 51,795	24.9012		25.3993	\$ 56,456	27.142			
	15	\$ 53,890	25.9085		26.4267		28.240			
A-2	21	\$ 55,008	26.4460		26.9749		28.826			
	25	\$ 46,187	22.2051		22.6492		24.203			
	*26	\$ 61,512	29.5731		30.1646		32.234			
	*27 *28	\$ 63,358	30.4607		31.0699		33.202			
		\$ 65,260	31.3748		32.0023		34.198			
A-3	1	\$ 53,266	25.6089		26.1210		27.913			
	10	\$ 53,777	25.8545		26.3716		28.18:			
	15	\$ 55,850	26.8510		27.3880		29.267			
Drivers, Pool, BHS Dock	21	\$ 56,967	27.3880		27.9357	····	29.852			
	25	\$ 58,550	28,1491	\$ 59,721	28.7120		30.682			
	*26	\$ 60,306	28.9935	\$ 61,513	29.5734		31.602			
	*27	\$ 62,116	29.8634	· · ·	30.4607		32.551			
	*28	\$ 63,980	30.7594		31.3746		33.527			
	1	\$ 59,804	28.7517		29.3268		31.339			
A-4	10	\$ 60,402	29.0396		29.6204		31.653			
/10:2	15	\$ 62,670	30.1297	\$ 63,923	30.7323		32.841			
	21	\$ 63,288	30.4269		31.0354		33.16			
Outside Grounds, Travelers	25	\$ 65,456	31.4695	\$ 66,766	32.0988	\$ 71,348	34.301			
	*26	\$ 67,420	32.4134		33.0617	\$ 73,488	35.330			
	*27	\$ 69,443	33.3859		34.0536		36.390			
	*28	\$ 71,526	34.3877	\$ 72,957	35.0755	\$ 77,964	37.482			
	1	\$ 59,979	28.8361	\$ 61,179	29.4128	\$ 65,377	31.431			
	10	\$ 60,578	29.1239	\$ 61,789	29.7064	\$ 66,030	31.745			
	15	\$ 62,847	30.2150	\$ 64,104	30.8193	\$ 68,504	32.934			
SC-3	21	\$ 63,462	30.5108	\$ 64,732	31.1210	\$ 69,174	33.256			
	25	\$ 65,634	31.5548	\$ 66,947	32.1859	\$ 71,541	34.394			
	*26	\$ 67,604	32.5017	\$ 68,956	33.1517	\$ 73,688	35.426			
	*27	\$ 69,631	33.4766	\$ 71,024	34.1461	\$ 75,898	36.485			
	*28	\$ 71,720	34.4809	\$ 73,155	35.1705	\$ 78,175	37.584			
SC-4	1	\$ 69,087	33.2147	\$ 70,468	33.8790	\$ 75,304	36.204			
	10	\$ 69,777	33.5467	\$ 71,173	34.2177	\$ 76,057	36.565			
	15	\$ 72,235	34.7285	\$ 73,680	35.4231	\$ 78,737	37.854			
	21	\$ 72,946	35.0703	\$ 74,405	35.7718	\$ 79,511	38.226			
	25	\$ 75,116	36.1134	\$ 76,618	36.8357	\$ 81,876	39.363			
	*26	\$ 77,369	37.1967	\$ 78,916	37.9406	\$ 84,332	40.544			
	*27	\$ 79,691	38.3128	\$ 81,284	39.0790	\$ 86,863	41.760			
	*28	\$ 82,081	39.4622	\$ 83,723	40.2515	\$ 89,469	43.013			

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	1	\$ 70,365	33.8292	\$ 71,772	34.5058	\$ 76,698	36.8738
	2	\$ 73,213	35.1983	\$ 74,677	35.9023	\$ 79,802	38.366
	3	\$ 74,636	35.8829	\$ 76,129	36.6006	\$ 81,354	39.112
	5	\$ 76,817	36.9314	\$ 78,354	37.6700	\$ 83,731	40.255
	10	\$ 80,120	38.5192	\$ 81,722	39.2896	\$ 87,331	41.986
Facilities Craftsman	15	\$ 82,434	39.6319	\$ 84,083	40.4245	\$ 89,853	43.198
	21	\$ 84,083	40.4244	\$ 85,764	41.2329	\$ 91,650	44.062
	25	\$ 85,765	41.2330	\$ 87,480	42.0577	\$ 93,483	44.944
	*26	\$ 89,203	42.8861	\$ 90,987	43.7438	\$ 97,231	46.745
	*27	\$ 91,880	44.1729	\$ 93,717	45.0563	\$ 100,149	48.1484
	*28	\$ 94,636	45.4979	\$ 96,528	46.4078	\$ 103,153	49.592

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January 1,2025				Shift	~		
Pay Class	Year Step	6:30 am to 2:30 pm (BHS, Travelers, Outside Grounds & Craftsmen)	HOURLY RATE	11 am to 7 pm (All Schools)	HOURLY RATE	2:30 pm to 10:30 pm	HOURLY RATE
		7 am to 3 pm (All Middle & Elementary Schools)				(All Schools)	
	1	\$ 45,227	21.7436		22,1785	\$ 49,297	23.700
A-1	2	\$ 47,081			23.0879	\$ 51,318	24.672
	3	\$ 48,947	23.5320		24.0027	\$ 53,352	25.649
	1	\$ 51,799	24.9033	-	25.4014	\$ 56,461	27.144
	10	\$ 52,313	25.1505		25.6535	\$ 57,021	27.414
	15	\$ 54,429	26,1677		26.6911	\$ 59,328	28.522
A-2	21	\$ 55,558	26.7106		27.2448	\$ 60,558	29.114
14 T	25	\$ 46,649	22.4273	\$ 47,582	22.8759		24.445
	*26	\$ 62,127	29.8688	\$ 63,370	30.4662	\$ 67,719	32.557
	*27	\$ 63,992	30.7652	\$ 65,271	31.3805		33.534
	*28	\$ 65,913	31.6888	\$ 67,231	32.3225		34.540
A-3 Drivers, Pool, BHS Dock	1	\$ 53,799	25.8647	\$ 54,875	26.3820		28.192
	10	\$ 54,315	26.1129	\$ 55,401	26.6351		28.463
	15	\$ 56,409	27.1195	\$ 57,537	27.6619		29.560
	21	\$ 57,537	27.6619	\$ 58,687	28.2151		30.151
	25	\$ 59,136	28.4305	\$ 60,318	28.9991		30.989
	*26	\$ 60,909	29.2832	\$ 62,127	29.8689		31.918
	*27	\$ 62,737	30.1621	\$ 63,992	30.7653		32.876
	*28	\$ 64,620	31.0672	\$ 65,912	31.6886		33.863
	1	\$ 60,402	29.0394	\$ 61,610	29.6202		31.653
A-4	10	\$ 61,006	29.3298	\$ 62,226	29.9164		31.969
11120	15	\$ 63,297	30.4311	\$ 64,563	31.0397		33.169
	21	\$ 63,921	30.7312	\$ 65,199	31.3458		33.497
Outside Grounds, Travelers	25	\$ 66,111		\$ 67,433	32.4196		34.644
	*26	\$ 68,094		\$ 69,456	33.3923		35.684
	*27 *28	\$ 70,137	33.7199	\$ 71,540	34.3943	\$ 76,450	36.754
		\$ 72,241		\$ 73,686	35.4260		37.857
SC-3	1	\$ 60,579		\$ 61,790	29.7069	\$ 66,031	31.745
	10 15	\$ 61,184 \$ 63,475		\$ 62,407	30.0036	\$ 66,690	32.062
	21		30.5171	\$ 64,745	31.1274		33.263
	21	\$ 64,097 \$ 66,290	30.8157 31.8704		31.4320	\$ 69,865	33.589
	*26				32.5078	\$ 72,256	34.738
	*27				33.4835	· · · · · · · · · · · · · · · · · · ·	35.781
	*28	\$ 70,327 \$ 72,437	33.8112 34.8256		34.4874 35.5221		36.854 37.959
SC-4	1	\$ 69,778					
	10	\$ 70,475		\$ 71,173 \$ 71,884	34.2180 34.5597		36.566
	15	\$ 72,957	35.0756		34.5597	\$ 76,817 \$ 79,524	36.931 38.232
	21	\$ 73,675	35.4209		36.1293	\$ 80,306	
	25	\$ 75,867		\$ 77,385	37.2041	\$ 82,695	38.608 39.757
	*26	\$ 78,143	37.5686		37.2041		
	*27	\$ 80,488					40.949
	*28	\$ 82,902	38.6961 39.8566	\$ 82,098 \$ 84,560	39.4700 40.6538	\$ 87,732 \$ 90,363	42.178

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Facilities Craftsman	1	\$ 71,069	34.1676	\$	72,490	34.8510	\$	77,465	37.2427
	2	\$ 73,945	35.5505	\$	75,424	36.2616	\$	80,600	38.750
	3	\$ 75,382	36.2415	\$	76,890	36.9663	\$	82,167	39.503
	5	\$ 77,585	37.3006	\$	79,137	38.0466	\$	84,568	40.6576
	10	\$ 80,921	38.9044	\$	82,540	39.6825	\$	88,204	42.405
	15	\$ 83,258	40.0280	\$	84,924	40.8286	\$	90,752	43.630
	21	\$ 84,924	40.8288	\$	86,622	41.6453	\$	92,567	44.503
	25	\$ 86,623	41.6455	\$	88,355	42.4784	\$	94,419	45.393
	*26	\$ 90,979	43.7398	\$	92,798	44.6146	\$	99,167	47.6764
	*27	\$ 93,708	45.0518	\$	95,582	45.9529	\$	102,142	49.106
	*28	\$ 96,519	46.4032	Ś	98,449	47.3313	Ś	105,205	50.579

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For the Teamsters, Local 653 representing Brockton School Custodians

Jonall & (huba

For the Brockton School Committee

Mayor Robert F. Sullivan, Chair

Korce J. Asack, Nice-Chair

Kathleen A. Ehlers

Jared A. Homer

Cynthia Rivas Mendes

Tony A. Rodrigues

Timothy J. Sullivan

Judy Sullivan

10/13/2022

Date 1312569.v1

ober 11,2022

Date

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